

NATIONAL FALLEN FIREFIGHTERS FOUNDATION

LOGO LICENSE AGREEMENT

THIS LOGO LICENSE AGREEMENT (the “Agreement”) is made this _____ day of _____, _____, by and between the National Fallen Firefighters Foundation, (“NFFF”) a Congressionally chartered nonprofit corporation and an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended or supplemented, with its principal place of business at P.O. Drawer, Emmitsburg, MD, 21727, and _____ (“Licensee”), with its principal place of business at (full address)_____

RECITALS

WHEREAS, it is the mission of NFFF to develop and support programs to honor America's fallen fire heroes, to assist the families and coworkers of fallen fire heroes, and to reduce the number of line-of-duty deaths among firefighters;

WHEREAS, one such program developed by NFFF is the Firefighter Life Safety Initiatives (the “Initiatives”), which includes the creation of and dissemination of line of duty death prevention materials and activities that intend to have an overall effect upon the fire service community by ensuring a safer and healthier environment upon which firefighters exist;

WHEREAS, the watchword for this program is “Everyone Goes Home” and a Logo (the “Logo”), has been developed to raise awareness of the importance of these preventative safety measures;

WHEREAS, the Foundation wishes to extend opportunities for organizations and parties of interest to utilize such Logo as a sign of support and commitment to the 16 Initiatives developed as the core objectives of this program;

WHEREAS, the use of such Logo will signify to all who view it as a commitment by the bearer that they are working to invoke such Initiatives within their organizations philosophy;

WHEREAS, this demonstration will signify a long-term commitment to embrace a safer, healthier and profound effort to ensure that “Everyone Goes Home”; and

WHEREAS, Licensee wishes to utilize such Logo in its advertising, displays, marketing efforts, public relations activities, publications, trade periodicals and/or other written materials pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Recitals.

The foregoing recitals are made a part of this Agreement.

II. Term.

The Term of this Agreement will commence on the date and year first set forth above and will continue for one year unless and until terminated by a party as set forth in this Agreement.

III. Logo License.

NFFF hereby grants to Licensee a limited, royalty-free, revocable, non-exclusive license to use the Logo, subject to the terms and conditions of this Agreement. In no event shall Licensee use the Logo in any manner that states or implies an endorsement of Licensee by NFFF. [Notwithstanding the foregoing, all uses by Licensee of the Logo shall be subject to the prior approval of NFFF.] Any material failure by Licensee to comply with the terms and conditions of this limited license, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by NFFF. The interpretation and enforcement (or lack thereof) of such terms and conditions, and compliance therewith, shall be made by NFFF in its sole discretion.

IV. Termination.

This Agreement shall terminate either upon the mutual written agreement of the parties or upon written notice provided by NFFF to discontinue the use of the logo within thirty (30) days of notification.

V. General Provisions.

- A. The Logo is and shall remain at all times the sole and exclusive property of NFFF.
- B. The Logo may not be revised or altered by Licensee in any way, and must be displayed in the same form (and colors, if applicable) as provided by NFFF.
- C. The Logo must be used by Licensee in a professional manner. Licensee shall not permit any third party or parties to use the Logo without the prior express written consent of NFFF. Licensee shall not use the Logo in conjunction with any third-party trademark, service mark, or other mark without the express prior written approval of NFFF. Notwithstanding the foregoing, Licensee may not use the Logo in any manner that: diminishes its value or otherwise dilutes the Logo; discredits NFFF or tarnishes its reputation and goodwill; is false, misleading or is likely to cause confusion, mistake or deception; violates the rights of others; violates any

federal, state or local law, regulation or other public policy; or mischaracterizes the relationship between the parties, including but not limited to the fact that Licensee is a separate and distinct legal entity from, and is not an agent of, NFFF.

- D. Use of the Logo by Licensee shall create no rights for Licensee in or to such Logo or their use beyond the terms and conditions of this limited license. All rights of usage of the Logo by Licensee shall terminate immediately upon the termination or expiration of this Agreement. Upon the termination or expiration of this Agreement, Licensee shall: (i) immediately cease utilization of the Logo for any purpose; (ii) return forthwith all originals and copies of the Logo to NFFF (whether in printed, electronic, recorded, and/or other tangible form); and (iii) discard or destroy all copies thereof. Licensee's obligations to protect the Logo shall survive the termination or expiration of this Agreement.
- E. All questions with respect to the construction, performance and enforcement of this Agreement, and the rights and liabilities of the parties hereunder, shall be determined in accordance with the laws of the State of Maryland, U.S.A. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Maryland, U.S.A. Each party hereby consents to, and agrees not to contest, the jurisdiction of the federal, state and local courts located within the State of Maryland, U.S.A.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

NATIONAL FALLEN FIREFIGHTERS FOUNDATION

By: _____ Date _____
Barbara M. King
Assistant to the Executive Director

_____ Date _____

_____ [Name]

_____ [Title]

_____ [E-mail]