

Acceptance of Terms & Conditions

The City of Palm Coast is pleased to offer you the opportunity to use the Logo in accordance with the terms and conditions of this agreement. The City of Palm Coast hereby grants you a limited, nonexclusive, nontransferable, royalty free license to use and display the Logo in accordance with the terms set forth herein solely for the Requested Use and for a term of two (2) years only, unless earlier terminated by the City of Palm Coast. You agree not to permit any other party to use or display the Logo. Nothing herein by implication or otherwise, will grant to you any rights other than as explicitly set forth herein. You understand and agree that any other use of the Logo whatsoever beyond the Requested Use is strictly prohibited which use constitutes a breach of this Agreement and grounds for termination of your rights.

This license to use the Logo is subject to the following terms and conditions:

1. You agree to use the Logo separately by itself, without any prefix, suffix or modifying words, terms, designs or symbols and agree not to alter the Logo in any manner.
2. You agree the logo shall not be used for political or commercial purposes.
3. You agree not to use any other trade mark, any trade name, product name or any other means of designation, commercial or business identification in association with the Logo so as to create a trademark merged with the Logo.
5. You agree not to use the Logo in any manner that may disparage the City of Palm Coast, its mayor, council members, employees, agents and others acting on its behalf (collectively, the "Related Parties"); that may be in violation of any of the proprietary rights of the City of Palm Coast or the Related parties; or that violates any applicable law, Ordinance, Land Development Code, or regulation.
6. You agree not to use the Logo in any manner that might imply sponsorship, endorsement or any association between you and the City of Palm Coast or the Related Parties. This includes campaign material.
7. You agree not to assist or allow any other person or legal entity to copy the Logo licensed to you or to use the Logo for any purpose whatsoever.

8. You agree at all times to defend, indemnify and hold harmless The City of Palm Coast, the Related Parties, and the successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against, and pay and reimburse the Indemnified Parties for, any liabilities, obligations, losses, damages, costs or expenses (including, but not limited to, interest penalties and reasonable legal fees) incurred in connection with any third party claims, arising out of, resulting from or relating to your use of the Logo, or any representation by you contained herein being untrue or any alleged act or omission by you, others who obtain the Logo licensed to you or copied from that Logo, or your agents in the performance of, or failure to perform, your obligations set forth in this Agreement.

9. You will ensure that your use of the Logo will not be in association with any libelous, defamatory, obscene or unlawful material, any material that might in any manner embarrass the City of Palm Coast or the Related Parties, or otherwise violate or infringe any right of any third party;

10. The City of Palm Coast shall have the right to terminate this agreement at any time on ten (10) day's notice to you whereupon you will immediately cease all use of the Logo and destroy all your copies of the Logo.

11. You agree that the Logo is provided to you on an "as is" basis without representation or warranty whatsoever whether express, implied or by operation of law. You agree to assume all of the risks associated with the Logo and your use thereof, and you further agree that neither the City of Palm Coast nor the Related Parties will be liable for any direct, indirect, incidental, consequential or special loss or damage suffered or incurred by you, even if the City of Palm Coast or any of the Related Parties has been apprised of the likelihood of such loss or damage occurring.

12. This Agreement shall be governed by and construed according to the laws of the State of Florida and the United States of America.

I agree to the above conditions.

Authorized Signature

Company or Organizational Name

Date

Title