

## **‘CRUISE IN TO PICTON’ LOGO - AGREEMENT**

The Marlborough Chamber of Commerce Incorporated (“MCoC”) agrees that the Cruise in to Picton supporter named below (“the Supporter”) can use, on a non-exclusive basis, the ‘Cruise in to Picton’ logo (the “Logo”) administered by MCoC, during the term and on the terms and conditions attached to and forming part of this agreement, and the Supporter hereby agrees to those terms and conditions.

DATE OF AGREEMENT:

NAME OF SUPPORTER (insert full and correct name):

CONTACT DETAILS FOR SUPPORTER:

Physical Address/Registered Office: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

PURPOSE(S) FOR WHICH LOGO MAY BE USED BY SUPPORTER (“Specified Purpose”):

COMMENCEMENT DATE (for term and termination, see clauses 2 and 7):

**SPECIFICATIONS FOR USE OF THE LOGO:**

The logo must be reproduced and used in accordance with the terms & conditions and schedule provided by MCoC to the Supporter (the “Specifications”), or as otherwise agreed in writing by the MCoC.

SIGNED on behalf of  
**THE MARLBOROUGH CHAMBER  
OF COMMERCE INCORPORATED**

\_\_\_\_\_  
MCoC General Manager

SIGNED on behalf of the Supporter by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title (printed)

\_\_\_\_\_  
Title (printed)

**Status of Applicant**

Individual(s)

Incorporated Society

Company

Other (Specify)

Partnership

**Organisation Details (to establish charging band - please TICK)**

For not-for-profit community organisations

No charge will be levied

For organisations with up to 10 full-time staff members

No charge will be levied

For organisations with 11-50 full-time staff members

No charge will be levied

For organisations with over 50 full-time staff members

No charge will be levied

Acceptance of this agreement is at the express discretion of the Marlborough Chamber of Commerce. The Chamber may be required by law to disclose the information contained in this application. The Chamber accepts no liability for the consequences of any such disclosure.

# **TERMS AND CONDITIONS**

## **FOR THE USE OF THE LOGO “CRUISE IN TO PICTON”**

### **BACKGROUND:**

- A. ‘Cruise in to Picton’ Logo, a copy of which is set out in the attached Schedule (the “Logo”).
- B. The Supporter wishes to use the Logo in relation to the specified purpose set out in this agreement.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. Personal Grant**

- 1.1 The approval hereby granted is personal to the Supporter and does not extend to use by any other person.

#### **2. Duration**

- 2.1 Subject to the right of termination hereinafter provided, the approval to use the Logo lasts for 12 months from Commencement Date, and for such further annual periods as this agreement is subsequently renewed in writing.

#### **3. Non-Exclusivity**

- 3.1 MCoC retains the right to use or provide the Logo as it wishes to whoever it wishes.

#### **4. Fee**

- 4.1 No fee will be charged for the use of the Logo.

#### **5. Supporter’s Obligations**

- 5.1 During the term of this agreement, the Supporter must:
  - a. Use the Logo only for the Specified Purpose;
  - b. Use the Logo strictly in accordance with the Specifications, or as otherwise agreed in writing by MCoC;
  - c. Not do anything which will or may bring MCoC into disrepute in relation to the Logo;
  - d. Take all reasonable steps to protect all of the goodwill associated with the Logo;
  - e. On reasonable request by MCoC, provide at the Supporter’s cost copies of all materials produced by or under the control of the Supporter which incorporate the Logo;
  - f. Not use the Logo for any illegal purpose or in any connection with illegal activity;
  - g. Provide and maintain a high quality of product or service which is consistent with the reasonable expectations of the Supporter’s customers;
  - h. Use the Logo to promote at least one of the following aims:
    - (1) Successful business enterprise within Marlborough,
    - (2) Constructive personal endeavour and innovation within or by residents of Marlborough,
    - (3) Social awareness, cohesiveness and responsibility within Marlborough,
    - (4) Environmental awareness and responsibility within Marlborough,
    - (5) Publicising Marlborough as an attractive place to live, work, invest or enjoy leisure activities;
  - i. Not claim or attempt to obtain any registration or other proprietary right of or in the Logo.

#### **6. Quality Control**

- 6.1 MCoC may from time to time and without prior notice to the Supporter send its representatives to the Supporter’s premises for the purpose of inspecting and evaluating Supporter’s use of the Logo.
- 6.2 The Supporter will comply with all reasonable instructions of MCoC with regard to any matter brought to the Supporter’s attention following such inspection or evaluation, and will withdraw from the course of manufacture or storage and not place on the market any goods (whether fully or part manufactured) and/or discontinue the provision of services found not to be in accordance with the Supporter’s obligations under clause 5.1.

#### **7. Termination**

- 7.1 The Supporter may terminate this agreement by giving MCoC one month’s written notice.
- 7..2 MCoC may terminate this agreement:
  - (1) If the Supporter commits any act of bankruptcy or goes into liquidation or if any step is taken to appoint a receiver for the Supporter

- (2) If the Supporter dies,
- (3) If the Supporter breaches any of the Supporter's obligations under clause 5.1 above. In any such event, MCoC may terminate this agreement on written notice with immediate effect.

7.3 On termination, the Supporter must immediately cease to use the Logo and may not thereafter use any mark or logo or get up similar to or resembling the Logo as might likely be misleading or cause deception or amount to passing off, and the Supporter must at its cost remove the Logo from all goods, packaging, stationery, promotional and advertising materials, documentation and all other items in the Supporter's possession or control and, if requested by MCoC, the Supporter must provide a certificate to MCoC certifying that the Supporter has complied with this clause.

## **8. Indemnity**

8.1 The Supporter agrees to indemnify the MCoC in respect of any loss, damage or cost suffered or incurred by the MCoC as a result of any action or omission of the Supporter in relation to its use of the Logo.

## SCHEDULE

### 1. The Logo



### 2. Colour

Only this colour can be used.