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**Capital Area Health Alliance**

***Choosing Health!®* Logo Utilization Agreement**

**Introduction**

In the process of developing a community-wide campaign to promote Healthy Lifestyles, the Capital Area Health Alliance's Healthy Lifestyles Committee created a campaign called “*Choosing Health*!”®, and the Alliance had the name of the campaign registered as a trademark in the state of Michigan. One of the promotion goals of the campaign is to have the name “*Choosing Health*!”® adopted widely throughout the community to promote the movement and illustrate community excitement and unanimity of purpose.

The purpose of the brand is to encourage healthy living and community commitment to the principles of the *Choosing Health!*® movement (encouraging physical activity, increasing healthy eating, preventing substance abuse and tobacco use, and promoting mental health). Organizations and agencies with matching commitments to health will be given permission to use the brand pending approval by the Alliance and agreement to the terms and conditions of brand use. If possible, the organization or agency should emphasize low and no-cost resources in association with brand use.

Permission is refused if the organization’s or resource’s objective do not adhere to or match the principles of the *Choosing Health!*® Campaign or violate any of the terms and conditions. The Logo Utilization Permission Request and Agreement lasts two years from the date signed, unless terminated at the sole discretion of the Capital Area Health Alliance at an earlier date. The brand may be used for campaigns in the Tri-County Area (Clinton, Eaton, and Ingham counties). Appropriate signatories to the Logo Utilization Permission Request and Agreement include Chief Executive Officers (CEOs) or Organizational Officers and the CEO of the Capital Area Health Alliance.

***Choosing Health!®* Brand Utilization Agreement Terms and Conditions**

If *Choosing Health!®* approves your request to use any *Choosing Health!*® trademarks, logos, web pages, screen shots, signs, or other distinctive features *("Choosing Health!*®Brand"), you agree to be bound by the following terms and conditions (the "Agreement").

You agree to comply with the Guidelines for Use of the *Choosing Health!®* Brand. So long as you do so, and provided that *Choosing Health!®* approves your permission request, *Choosing Health!*® grants you a royalty-free, limited, revocable, nontransferable, non-exclusive license to use the *Choosing Health!*®Brand. Any use of the *Choosing Health!®* Brand must be accompanied by a notice that clearly indicates that the *Choosing Health! ®* Brand is a trademark or distinctive brand feature of the Capital Area Health Alliance. There is no requirement that the Alliance approve logo use before materials are printed, however, we do ask that copies of materials utilizing the *Choosing Health!®* logo be emailed or sent to the Capital Area Health Alliance, for its files and as examples for other organizations.

The Capital Area Health Alliance reserves the right, in its sole discretion, to terminate or modify your permission to display the *Choosing Health!®* Brand and to take action against any use that does not conform to these terms and conditions, infringes any *Choosing Health!®* intellectual property or other right, or violates applicable law.

Nothing herein grants or should be deemed to grant to you any right, title or interest in the *Choosing Health!®* Brand*.* You agree not to challenge or assist others to challenge the *Choosing Health!*® Brand, and you agree not to register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are confusingly similar to those of *Choosing Health!®.*

The *Choosing Health!®* Brand is provided “as is” and *Choosing Health!®* disclaims any warranties either expressed or/implied by law regarding the *Choosing Health!®* Brand, including warranties of non-infringement. Furthermore, because you are not being charged for use of the *Choosing Health!®* Brand, in no event shall *Choosing Health!®* be liable to you for the subject matter of this Agreement under any theory of liability including for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages arising out of this Agreement or the use of the *Choosing Health!*®Brand. This limitation shall apply even if *Choosing Health!*®was or should have been aware or advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy stated herein.

You may not assign your rights or delegate your obligations under this Agreement without Capital Area Health Alliance's prior written consent. You are also not entitled to transfer the authorization to use the *Choosing Health!®* Brand to any other person, organization, or entity without express written permission of the Capital Area Health Alliance. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, anyrights to any third party. This Agreement will be governed by and construed in accordance with the laws of the State ofMichigan. Neither party shall bedeemed to be an employee, agent, partner nor legal representative of the other for any purpose, and neither party shall have any right, power or authority to create any obligation or responsibility on behalf of the other. This Agreement constitutes the entire agreement between the parties with respect to the *Choosing Health!®* subject matter and supersedes all other statements and representations pertaining to this subject matter.

**Other Logo Use Rules**

* One of the conditions for all uses is that you cannot alter the *Choosing Health!*® logo. The logo can only be modified by the Capital Area Health Alliance, who holds the registered trademark rights in state of Michigan.
* Do not bring the *Choosing Health!®* Brand into disrepute. When used in text, the words “Choosing Health!®” should be italicized and include the registered trademark (®).
* Do not display the *Choosing Health!*® Brand as the most prominent element on your web page (unless agreed to in writing by the Capital Area Health Alliance).
* Do not display the *Choosing Health!®* Brand on any web site that contains or displays adult content, promotes gambling, involves the sale of tobacco or alcohol or otherwise violates applicable law, or on a site that violates any law or regulation.
* Do not display the *Choosing Health!®* Brand in a manner that is, in the sole opinion of *Choosing Health!®/* Capital Area Health Alliance, misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to *Choosing Health!*® and/or the Capital Area Health Alliance.
* Do not incorporate *Choosing Health!®* Brand into your own product name(s), service name(s), trademark(s), logo(s), or company name(s).
* Do not copy or imitate *Choosing Health!*®’strade dress, including the look and feel of *Choosing Health!* ® web design properties or *Choosing Health!*® brand packaging, distinctive color combinations, typography, graphic designs, product icons, or imagery associated with *Choosing Health! ®* without express written permission by the Capital Area Health Alliance.
* Do not adopt marks, logos, slogans, or designs that are confusingly similar to the *Choosing Health! ®* Brand.
* Do not register *Choosing Health!*®trademarks as second-level domain names.
* Do not use the *Choosing Health!*®logo in a way that suggests a common, descriptive, or generic meaning.
* Do not sell products or services bearing the *Choosing Health!*®Brand without prior written permission of the Capital Area Health Alliance.

**Agreement**

All notices under this Agreement shall be in writing and shall be delivered to: Kathy Hollister, Executive Director, Capital Area Health Alliance, 2123 University Park Drive, Suite 105, Okemos, MI 48864

IN WITNESS WHEREOF, the parties have agreed to the Logo Utilization Rules and Guidelines for Use and executed this Agreement effective this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_:

**LICENSEE TRADEMARK HOLDER**

Organization: Capital Area Health Alliance

Name: Name: Kathy Hollister

Title: Title: Executive Director (CEO)

Signature: Signature:

Date: Date: