

Portage County 2008 Bicentennial Committee

Application and Contract Use of the Portage County Bicentennial Committee Logos

Applicant's Name _____

Address _____ City _____

State ____ Zip Code _____ Day Phone _____

Evening Phone _____ Email _____

Company Name _____

Address _____ City _____

State ____ Zip Code _____ Phone _____

FAX _____ Email _____

Portage County Bicentennial Committee

Kerry Macomber, MPA
Assistant to the Portage County
Board of Commissioners
449 S Meridian St
Ravenna OH 44266
330.297.3603
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Application

I. Type of Organization

Is this organization a charitable organization under 501 (c) (3)? YES NO

II. Organization's Purpose

What is this organization's purpose and objectives?

III. Intended PCBC Logo Use

How and where will you use the PCBC logos? (List all printed media, advertisements, tickets, fliers, websites, television, and other forms of visual promotion and advertising.)

IV. Fundraising

Are you going to use the PCBC logos for fundraising to benefit a charity, civic project, scholarship, or other benevolent enterprise? YES NO

If YES, explain how funds will be raised such as ticket sales, commissions on donated sale items or services, charitable donations, Chinese auctions, raffles, etc.

V. Distribution of Charitable Funds

How and to whom will the funds raised in IV. above be distributed?

VI. For Profit Purpose

Are you going to use the PCBC logo(s) to raise revenue for a profitable undertaking?

YES NO If YES, explain.

VII. PCBC Benefits from Contractor's Logo Use

How will the PCBC, any of its planned celebrations or activities, or Portage County and any of its divisions benefit from your proposed use of PCBC logos?

VIII. Contractor's Benefit from Logo Use

How will you or your company benefit from the authorization to use PCBC logos?

IX. Affiliation

Are you, your family, or your company or any of your company's employees, partners, representatives, or agents affiliated with any member of the PCBC, or with any of Portage County's divisions or municipal or township governments? ____ YES ____ NO

If YES, explain this affiliation. (This does not necessarily disqualify you or your company for PCBC logo use approval, but is prudent under open and disclosure procedures.)

Contract

AGREEMENT made this ____ day of _____, 20____, between the
Portage County Bicentennial Committee, c/o Portage County Board of Commissioners, 449
South Meridian St, Ravenna, OH 44266 herein after referred to as PCBC, and

(organization's name)

(street address)

(city)

(state)

(zip code)

(phone)

hereinafter referred to as the Contractor, with respect to the use of PCBC's logo(s) in regards to the Contractor's promotional advertising related to the Portage County Bicentennial Celebration during 2007-2008.

WHEREAS the PCBC is organizing the townships and municipalities in Portage County to participate in the 2008 Portage Bicentennial Celebration; and

WHEREAS the celebration is intended to last the entire calendar year of 2008 by holding different monthly events throughout Portage County; and

WHEREAS the PCBC has established stationery and logos representing this year-long celebration; and

WHEREAS individuals, merchants, and other organizations will be involved with these various Portage County Bicentennial celebrations through their advertising, promotions, news media, contests, events, product and ticket sales, fund raising, raffles, and other similar activities; and

WHEREAS the use of established PCBC logos by these individuals, merchants, and other organizations in their advertising and promotional material would help promote their products, events, and services as well as the Portage County Bicentennial events, it is advantageous to establish terms and conditions for use of PCBC logos by outside individuals and organizations;

NOW, THEREFORE, in consideration of the promises and mutual covenants and undertakings herein contained, the parties agree as follows:

1. Contract Intentions

- a. Before any PCBC logo may be used by the Contractor, this contract must be signed by an authorized representative of the Contractor and PCBC Chair.
- b. All PCBC logos are primarily intended for two kinds of promotion: for-profit and not-for-profit endeavors.
- c. Not for profit fund-raising uses of the logo are those undertaken by contractors to raise resources to cover costs of activities for the fund-raising organization plus additional funds intended for a charity, a scholarship, or a civic project intended to benefit a community.
- d. For profit uses of the logo are all those undertaken by commercial contractors where sales or money received are intended for company or personal profit or gain.

2. Application

- a. All contractors desiring to use any or all PCBC logos must first furnish an application to the PCBC. If the PCBC approves the contractor's request, then the PCBC Chair will sign the submitted contract returning the contract to the Contractor for signature. The required application is attached to and part of this contract.
- b. The Contractor may, if approved to do so by the PCBC, use any approved PCBC logo on the Contractor's advertising providing the PCBC logo is used to advertise an event already approved by the PCBC to be in conjunction with the Portage County Bicentennial celebrations.

3. Fees and/or Commissions Paid to PCBC for Logo Use

- a. The PCBC and the Contractor can mutually benefit from the use of PCBC logo(s) in the Contractor's advertising. It is also possible where the use of the PCBC

logo(s) will benefit the Contractor financially without a sufficient benefit in return for the PCBC, and in such case fees and/or commissions on sales paid to the PCBC for use of any PCBC logo may be required.

- b.** The fee requirement for a not-for profit entity is \$25. The fee requirement for a for-profit entity is \$50. The PCBC reserves the right to accept or reject all fees. Such fees and/or commissions may be on a cash, services supplied, or in-kind basis. Please check below as appropriate:

_____ Not-for-profit (\$25) _____ For profit (\$50) _____ Request Waiver

4. Conditions for Logo Use

- a.** By copying, printing, reproducing, or using any PCBC logo you agree to the terms and conditions set forth in this Contract.
- b.** PCBC approved logos may only be displayed on advertising or promotional materials that promotes approved PCBC activities and events.
- c.** No duplication, publication, reproduction, or promotional advertising of any kind may use any PCBC logo to imply a product or service provided is endorsed or preferred by the PCBC or Portage County government.
- d.** All uses of any PCBC logo(s) by the Contractor will be in compliance with the intention and spirit of the PCBC mission statement, “Promoting our 200th birthday to the greater Portage County area through community celebrations, historical education and legacy projects.”
- e.** Use of any PCBC logo may not indicate or create an impression that the PCBC endorses, approves, sponsors or is affiliated with the Contractor’s products, goods, or services or will benefit from the sale of any good or service.
- f.** PCBC shall remain the sole owner of any PCBC logo used by the Contractor and the use of any PCBC logo is provided without warranties of any kind, express or implied, including without limitation, warranties of title or non-infringement.

- g.** Any use of a PCBC logo and/or link bearing the name and logo may not be combined with any other graphic elements; nor may they be altered in any manner including proportions, font, design, arrangement, colors or elements; nor may they be animated, morphed or otherwise distorted in perspective or appearance.
- h.** The name and logo and/or link bearing the name and logo may not appear more prominently than the Contractor's personal, company, product or service name.
- i.** Contractor may not transfer, assign, sell, or distribute any PCBC logo to another person, organization, or entity for their use of said logo.

5. Web Pages

- a.** All terms and conditions listed in this contract for printed material also apply to webpages if applicable.
- b.** Any link created from the PCBC logo on a webpage must link to the official PCBC website: www.co.portage.oh.us.
- c.** PCBC logos must be displayed in their entirety without any additions or omissions not part of the supplied and approved logo.
- d.** The use of PCBC logos displayed with any type of animation (Flash, 3-D, etc.) is strictly prohibited.

6. Graphic Standards

- a. Color:** Any duplication or use of any approved PCBC logos must be in correct colors supplied by the PCBC or may be used in a half-tone, black-and-white gray scale rendition. Alteration of any portion of a PCBC logo or the replacement of colors is not authorized.
- b. Minimum size:** So the PCBC logos are always clear, they should never be reproduced smaller than 1 (one) inch for the longest dimension and never less than 72 dpi if in digital format. This requirement is to ensure that the logo and any associated wording is legible.

- c. **Final Right of Refusal:** Based on the Committee's final right of approval or denial, the Chair will sign the contract, if appropriate.
- d. **All approved PCBC logos to be used by Contractor appear below:**

GRAPHIC DEPICTION OF APPROVED LOGOS PAGE

7. Prohibited Use of PCBC Logo(s):

- a. It is in violation of the terms of this contract to use any PCBC logo for illegal, inappropriate, or obscene purposes, or in support of such activities.
- b. Contractor may not use any PCBC logo in connection with the posting, transmitting, or facilitating the promotion of illegal content.
- c. Contractor may not use any PCBC logo on any material designed to harass, threaten, or embarrass.
- d. Contractor may not use any PCBC logo on any material that the PCBC finds, in its sole discretion, is untrue, threatening, abusive, racially or ethnically offensive, vulgar, sexually explicit, obscene, defamatory, or objectionable.
- e. Contractor may not use any PCBC logo on any material representing the Contractor to be a representative, officer, employee, or agent of the PCBC or any of its affiliates.
- f. The PCBC reserves the right to make any change to the terms, conditions, and information provided herein at any time for any reason and will notify Contractor of said changes within two (2) working days of their effect.

8. Liability

- a. Contractors authorized by the PCBC to use their logos for the purposes specified herein must agree to the following provisions on waiver of liability:

- b.** The Contractor is responsible for ensuring that the activities are carried out in accordance with the applicable laws and for ensuring that the appropriate insurance is maintained to cover the risks arising out of such activities;
- c.** The PCBC, including all or any of its employees, volunteers or agents, does not assume any responsibility for the activities of the Contractor; and
- d.** The Contractor shall hold harmless and defend the PCBC, including all or any of its employees, volunteers or agents, against any action that may be brought against them as a result of the Contractor's use of the logo.

On _____ the _____ day of _____ 2007, there personally appeared before me,
 Day Date Month

_____, being a Notary Public or Clerk of Courts,
 (Notary Public or Clerk of Courts)

one _____, having been legally identified or
 (Contractor's Authorized Representative)

personally known to me, and who being duly sworn according to law disposes and says:

I agree to all the terms, conditions and fees as set forth herein when using PCBC logo(s):

Contractor's Authorized Representative:

 (Name printed)

 (Signature)

 (Date)

Sworn to and scribed in my presence at _____
(location)

this _____ day of _____ 2007.
(Date) (Month)

Notary Public or Clerk of Courts _____

My Commission expires on _____

Notary SEAL

PCBC Chair:

(Name printed)

(Signature)

(Date)

Please send to:

Kerry Macomber, MPA
Board of Commissioners
449 S Meridian St
Ravenna OH 44266

phone: 330.297.3603
fax: 330.297.3610
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