



## Logo License Agreement

This License Agreement (“Agreement”) is made and entered into as of the date of their signatures below (“Effective Date”) by and between the Iowa Center for Home (“ICHC”), and \_\_\_\_\_, a home care agency doing business in Iowa (“Licensee”)(each a “Party” and together the “Parties”).

### RECITALS

WHEREAS, ICHC is the owner of certain a certain logo for use in connection with providing home care services;

WHEREAS, Licensee is in the business of providing home care services; and

WHEREAS, ICHC desires to grant Licensee a non-exclusive license to use the logo in connection with the provision of its services and pursuant to the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledge, the Parties hereby agree as follows:

1. Home Care Agency Accreditation Logo License. During the term of this Agreement, ICHC grants to Licensee a non-exclusive, nontransferable, limited use license (the “License”) to use the Home Care Agency Accreditation logo and the phrase “Accredited by the Iowa Center for Home Care” (collectively, the “Logo”), subject to the following terms and conditions, including confirmation the Licensee is a home care agency that meets the ICHC Accreditation Standards for Home Care Agencies (as published from time to time by ICHC).
2. Conditions of License. The License is conditioned upon Licensee satisfying and continuing to satisfy the standards established and published, from time to time, by ICHC (the “Accreditation Standards”), in accordance with any procedures issued by ICHC from time to time (the “Accreditation Procedure”). ICHC shall have sole discretion in determining whether the Licensee has satisfied and continues to satisfy the Accreditation Standards and shall provide written notification to Licensee of such satisfaction (“Accreditation”). A camera-ready digital copy of the Logo shall be made available to Licensee upon such Accreditation and the execution and delivery of this Agreement.
3. Permitted Use of Logo. The purpose of the Logo is to identify home care agencies that meet the ICHC Accreditation Standards. Licensee shall use the Logo only for the purpose(s) of acknowledging Licensee’s Accreditation as a Home Care Agency.

Licensee's use of the Logo shall at all times be expressly limited to use of the Logo in connection with Licensee's name on Licensee's promotional collateral, such as website, stationery, print, audio, or video advertisements or brochures (collectively, the "Licensed Use"). The Licensed Use of the Logo shall at all times be subject to the following use restrictions and conditions:

- A. Licensee shall not use the Logo in any way that would create the appearance that Licensee's communication is made by ICHC or that ICHC is endorsing or recommending Licensee's products or services;
  - B. Licensee's use of the Logo shall not identify Licensee as a partner or affiliate of ICHC or as in any kind of similar relationship with ICHC other than as a member;
  - C. Licensee shall make no representations that ICHC has endorsed or recommended the quality, merchantability, fitness for any purpose of Licensee's products or services, other than Licensee's satisfaction of the Accreditation Standards;
  - D. The Logo shall not be altered in appearance in any way; licensee should only use logo sizes and formats as provided by ICHC to the provider. Any changes to logo size or appearance requires approval by ICHC prior to use.
  - E. Use of the Logo shall immediately cease upon the termination of or any lapse in Accreditation by ICHC, and all copies of the logo file should be removed from all servers and collateral materials.
4. Quality Control. ICHC shall have the right to exercise quality control over the Licensee's use of the Logo to a degree reasonably necessary to ensure Licensee's compliance with the Licensed Use requirements of Paragraph 3 above. In order to verify such compliance, ICHC may from time to time require Licensee to submit samples of materials bearing the Logo for ICHC's review and approval. Should ICHC determine, at any time, in its sole reasonable discretion, that use of the Logo by Licensee is not compliant with the requirements of Paragraph 3, ICHC shall have the right to take one or more of the following actions upon written notice to Licensee:
- A. Require Licensee to amend its usage of the Logo as directed by ICHC in order to meet such requirements;
  - B. Require Licensee to distribute a printed retraction to all recipients of any Material found to be non-compliant with the Licensed Use permitted under this Agreement;
  - C. Require Licensee to Immediately destroy any and all materials that the ICHC determines in its sole and absolute discretion to be non-compliant with the Licensed Use permitted under this Agreement;
  - D. Revoke the License granted herein; and
  - E. Immediately terminate this Agreement.
5. Written Approval for Other Uses. If Licensee desires to use the Logo other than for the Licensed Use, it must receive the approval of ICHC.

To secure such approval, Licensee must submit an exact replica of the electronic or printed material illustrating the proposed use of the Logo (the "Material") to ICHC for written approval prior to any use thereof, which approval may be granted or withheld in the sole and absolute discretion of ICHC. Notwithstanding ICHC's right to review Materials, Licensee shall be solely responsible for the accuracy of information contained in such Materials.

6. Term. This Agreement and the License granted to Licensee hereunder shall terminate one (1) year after the date upon which Licensee receives its written notice of Accreditation from ICHC, unless sooner terminated as provided herein; *provided, however*, that the term of this Agreement and the License granted hereunder may be extended for successive two (2) year terms in the event that Licensee complies with the re-Accreditation requirements provided herein. In order to apply for re-Accreditation Licensee must timely submit a new application for Accreditation along with the documentation required by ICHC no later than \_\_\_\_\_ (\_\_\_) days prior to the termination of Licensee's existing License term. Within \_\_\_\_\_ (\_\_\_) days of receipt of Licensee's application for re-Accreditation, ICHC shall determine in its sole discretion whether such re-Accreditation shall be granted and shall provide Licensee with written notification of such decision. In such circumstance, this Agreement shall be extended for an additional term of two (2) years from the date of the re-Accreditation of Licensee by ICHC, unless sooner terminated as provided herein.
7. Termination for Cause. ICHC shall have the right to terminate this Agreement and the License granted hereunder immediately upon written notice to Licensee in the event that Licensee breaches of this Agreement or fails, in ICHC's sole reasonable determination, to continue to meet the Accreditation Standards.
8. Effects of Termination. Licensee's License to use the Logo will terminate immediately upon the termination of this Agreement. The termination of this Agreement shall not relieve either party of any obligations pursuant to this Agreement, which arose on or before the termination hereof. Upon the termination of this Agreement and the License granted hereunder, Licensee shall immediately cease and desist from using the Logo in any manner or form, destroy all materials bearing the Logo, and cease holding itself out as an Iowa Center for Home Care Accredited Home Care Agency.
9. Ownership of Logo. The parties hereto acknowledge that the Logo constitutes the property and trademark owned solely by ICHC and is the valuable and proprietary property of ICHC and that any breach of the terms of this Agreement shall be such that ICHC cannot be adequately compensated by monetary damages. Thus, the parties agree that ICHC may pursue injunctive relief to restrain or stop any misuse or intended misuse of the Logo. In addition, ICHC may pursue any other remedies available to it at law or in equity in regard to any damages that it may sustain, either actual or consequential, as a result of the unlicensed use or misuse of the Logo by Licensee or any of its third parties, contractors, agents, representatives and employees.
10. Relationship. The relationship between ICHC and Licensee established by this Agreement is solely that of licensor and licensee. Neither party is in any way the legal representative or agent of the other. Nothing in this Agreement shall be construed as making a party a partner or joint venture with the other.

11. **Limitation of Liability and Indemnification.** The parties agree that ICHC is providing Accreditation and permitting the use of its Logo in an effort to improve quality and facilitate access to home care. Approval of Licensee's application for Accreditation does not mean or imply any guaranty or warranty of the quality of services provided by Licensee. Licensee agrees to indemnify, defend, and hold harmless ICHC, its affiliates, employees, officers, directors, volunteers, successors and assigns from and against any liability, damages, costs (including attorney's fees), penalties, expenses of any kind, judgments, settlements or claims arising from the Licensee's use of the Logo.
12. **Assignment/Successors.** Licensee shall not assign, sell, sublicense or otherwise transfer the License, the Logo or any of its rights under this Agreement to another party, or any interest therein, without ICHC's prior written consent.
13. **Attorneys' Fees.** Licensee agrees to pay any and all attorney's fees incurred by ICHC, arising from or related to actual or threatened breach of this Agreement by Licensee, or any third parties, contractors, agents, representatives and employees of Licensee. Should any litigation be commenced arising from or related to this Agreement, the prevailing party shall be entitled to recover from the losing party attorneys' fees and costs reasonably incurred, as determined by the court, in addition to all other applicable remedies and relief, including, but not limited to, such costs and attorneys' fees incurred by the prevailing party in any appellate review of any judgment, decree, or order, whether interim or final, as may become a part of such litigation and the enforcement of any judgment or decree or order.
14. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties relative to the License and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Agreement, and may not be modified except by a writing executed by both parties.
15. **Waiver.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof or a continuing waiver of the terms or conditions waived.
16. **Governing Law & Venue.** This Agreement shall be governed by and shall be construed and enforced in accordance with, the law of the State of Iowa (the "State"), without regard to its law relating to the conflicts of laws. This Agreement shall be deemed to have been entered into in the State regardless of whether Licensee performs services within or outside said State. The parties hereby consent to jurisdiction and venue, for any matter relating to this Agreement with the Iowa District Court in for Polk County and hereby waive any right either may have to assert the doctrine of forum non conveniens or to object to such venue.
17. **Notice.** Any notice, application, or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the signature page hereof.

18. Compliance with Applicable Laws. Both Parties shall comply with all applicable federal, state, and local laws, regulations, and restrictions in the conduct of their obligations under this Agreement.
19. Severability. If any part of this Agreement is determined to be invalid, illegal or unenforceable by any Act of Congress, state legislature, or by any regulation issued by the United States or a State, or declared null and void by any court with valid jurisdiction, then the parties will modify such part, if possible, to conform to the law, and the remaining parts will be fully effective and operative insofar as reasonably possible.
20. Counterparts. This Agreement may be executed in counterparts, all of which taken together, shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original signature.
21. Survival. The rights and remedies of ICHC and the restrictions and limitations on the use of the Logo shall survive the expiration or termination of this Agreement.

**IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their signatures.**

**LICENSEE:**

Company Name: \_\_\_\_\_

Company Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Iowa Center for Home Care**

Iowa Center for Home Care

Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Date: \_\_\_\_\_