

**FEEDING AMERICA RIVERSIDE SAN BERNARDINO COUNTIES MEMO OF
UNDERSTANDING
Logo Usage (Limited Use)**

This License Agreement (this "Agreement"), effective _____, is by and between FEEDING AMERICA RIVERSIDE SAN | BERNARDINO, ("The Food Bank") having a principal place of business at 2950-A Jefferson Street, Riverside, CA 92504 and _____ ("Company") having its principal place of business at _____, (Company Address).

WHEREAS, The Food Bank owns all right, title, and interest in and to the FEEDING AMERICA RIVERSIDE | SAN BERNARDINO tradename and logo (together the "Licensed Mark"); WHEREAS, Company would like to obtain a license to use the Licensed Mark as provided herein; and The Food Bank is willing to grant such license for limited use; NOW, THEREFORE, for the mutual promises contained herein, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, The Food Bank hereby grants Company a nontransferable, nonexclusive royalty-free limited license to use the Licensed Mark.
2. The Food Bank shall provide the Company with an electronic version of the Licensed Mark.
3. Prior to any use of the Licensed Mark, Company shall submit one (1) proof of such proposed use to The Food Bank for review and written approval, which approval The Food Bank may grant, deny or condition as The Food Bank in its sole discretion determines. After receiving written approval from The Food Bank, Company shall only use the Licensed Mark in the form and manner and for the use approved.
4. All use of the Licensed Mark by Company shall inure to the benefit of The Food Bank. The Food Bank hereby reserves all rights, opportunities, and approvals not expressly granted to the Company hereunder.
5. The term of this Agreement shall be for the Company. The Food Bank shall have the right to terminate this Agreement by giving Company 15 days prior written notice of such termination. If Company breaches the terms of this Agreement, The Food Bank shall have the right to immediately terminate this Agreement.
6. Upon termination or expiration of this Agreement, Company shall have no right to use and shall not use the Licensed Mark.
7. Company acknowledges and agrees that The Food Bank owns all right, title, and interest in and to the Licensed Mark and that the Company's only claim or right to the Licensed Mark are exclusively as set forth herein.
8. The Food Bank will indemnify the Company against and hold it harmless from any claim by a third party that the Licensed Mark or its use or reproduction infringes or misappropriates any other Trademark and any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from such a claim.
9. This Agreement constitutes the entire agreement between parties and supersedes any and all prior agreements between that parties with regard to the subject matter addressed herein. No amendment, modification or waiver of any of the provisions of this Agreement shall be valid unless set forth in writing and signed by the parties hereto.

10. If any party brings an action to interpret or enforce the provisions of this Agreement or any related agreement or document, or if any party in good faith finds it necessary or appropriate to participate in any judicial or nonjudicial proceeding in order to protect or enforce such party's rights under this Agreement, including, but not limited to, proceedings under Federal Bankruptcy Law, then the prevailing party shall be entitled to reasonable attorney's fees for services by such party's attorneys and all costs and expenses incurred incident to such legal services.

Feeding America Riverside San Bernardino	Company
Print Name:	Print Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Clearly define placement/s of Feeding America Riverside | San Bernardino's logo. If on a website please include web address and if on promotional materials please include those materials and where they will be distributed.

Logo Agreement

Name of the Promotion/Food Drive: _____

Promotion Start Date: _____ **End Date:** _____

Where the materials will be placed/distributed:

Please attach examples of all promotional materials to this document.