Logo Use Agreement

This Agreement entered into as of the _	day of	, 2013, by
and between the Thomas Township Downtown	n Development Authorit	y with offices at
, hereinaf	fter DDA and	

with offices at ______, hereinafter Logo Owner

WITNESSETH:

WHEREAS, the DDA desires to engage in a public relations campaign and other endeavors to advertise the services, businesses, goods, and benefits of various facilities and merchants within the geographic area of the DDA; and

WHEREAS, the Logo Owner desires to permit the DDA to use the logo of the Logo Owner to conduct the above activities pursuant to the terms of this agreement

In Consideration of the mutual promise herein to parties agree as follows:

- 1. That the Logo Owner is the sole owner to the rights to the logo attached hereto and marked Attachment A.
- 2. That the Logo Owner allows the DDA to use the logo and to reproduce the likeness of said logo in any advertising campaign or public relations activities related to the availability of services, goods, businesses, and benefits provided or offered by the Logo Owner or in combination with other Logo Owners within the DDA's geographic area.
- 3. That the DDA's use of any such logo shall be at no charge;

- 4. That this agreement may be terminated by either party after 30 days written notice of termination is received by the other party.
- 5. That there are no oral promises representations, statements, or obligations binding upon the parties hereto unless in writing and contained in this agreement or an amendment thereto signed by the parties.
- 6. That the Logo Owner hereby waives any and all claims the Logo Owner may have against the DDA, its officers, and employees arising out of/or related directly or indirectly to the DDA's use of the logo.
- 7. That the Logo Owner releases, holds harmless, and indemnifies the DDA, its officers, and employees from and against any and all liability, claims, and expenses related directly or indirectly to the DDA's use of the logo.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

DDA:

BY:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by ______, the ______of the Thomas Township Downtown Development Authority.

Notary Public Saginaw County, Michigan My commission expires: Acting in County

LOGO OWNER:

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iment was acknow	vledged before me this	day of	
	, the		of the
		•	iment was acknowledged before me this day of, the

Notary PublicSaginaw County, MichiganMy commission expires:Acting inCounty

Prepared by: OTTO W. BRANDT (P11129) Attorney at Law 715 Court Street Saginaw, Michigan 48602 (989) 793-4740