

Agreement for Use of MAYFLOWER 400 Logos

1. Parties:

This Agreement contains the terms and conditions by which Destination Plymouth Limited (company registration number 07277342), of Salt Quay House, 4 North East Quay, Sutton Harbour, Plymouth, PL4 0BN (“**MAYFLOWER 400**” or “**We**”), is willing to grant you a license to use MAYFLOWER 400’s logo and/or name. By clicking “submit” you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

2. Definitions:

“**Brand Use Guidelines**” means such guidelines as published by MAYFLOWER 400 on its website.

“**Mayflower 400 Partners**” shall mean those organisations that are part of the Mayflower 400 Compact or any other organisations or individuals that MAYFLOWER 400 shall appoint to act as a Mayflower 400 Partner.

“**The Logos**” are the MAYFLOWER 400 logos as specified by MAYFLOWER 400 from time to time, a current version of which is set out on <http://www.mayflower400uk.org/about/brand-resources/> and made part of this Agreement.

“**You**” shall mean the individual that is visiting this website and clicking “submit” to acknowledge acceptance of these terms and conditions.

3. Grant of License:

We grant You a non-exclusive, royalty free, license to use The Logos in your promotional material solely in connection with events that are contributing towards the Mayflower 400 programme.

4. Term of License:

The license granted by this Agreement shall commence on the date upon which the application to use the Logos has been approved by Destination Plymouth or its Mayflower 400 Partners (the “**Effective Date**”), and continue until terminated as provided below.

5. Limitations on License:

You agree to comply with the following, which are conditions of the license granted by this Agreement:

- A. You may only use The Logos and MAYFLOWER 400 name in strict conformity with the standards as provided by MAYFLOWER 400 including its values and themes (as referred to in the Brand Use Guidelines) or as set forth on the following web page: <http://www.mayflower400uk.org/about/brand-resources/> or at such other Internet location on the World Wide Web as we may notify You. You acknowledge and agree that it is your responsibility to remain informed about, and to immediately comply with, any changes we may make in the MAYFLOWER 400 Brand Use Guidelines that affect your use of The Logos.
- B. You may not assign the license granted by this Agreement without our prior written consent.
- C. The license granted by this Agreement cannot be sub-licensed by You. Nothing in this Agreement grants You, or authorises You to grant to any other person, firm or corporation, any right to use The Logos in any way or by any means or manner.

- D. You shall not carry out any act or omission which in the opinion of MAYFLOWER 400 is likely to cause offence, or bring into disrepute MAYFLOWER 400 or its MAYFLOWER 400 Partners
- E. You shall be responsible for compliance with any applicable laws, including those relating health and safety in respect of any event organised by You.
- F. You shall agree to report to MAYFLOWER 400 on the development, progress and outcome of any event which is subject to this licence in a timely manner and when requested provide data such as audience participation, demographics and other relevant information.

6. Trademarks and Copyrights:

- A. As between MAYFLOWER 400 and You, You acknowledge MAYFLOWER 400's exclusive right, title, and interest in and to the trademark rights in The Logos. You agree that You shall not acquire any right of any kind in The Logos as a result of your use of it, and You agree that all such uses shall inure to the benefit of MAYFLOWER 400.
- B. You agree that You shall not: (i) use The Logos in any manner likely to diminish its commercial value; (ii) knowingly use any name, logo or icon likely to cause confusion with The Logos; (iii) make any representation to the effect that The Logos is owned by You rather than by MAYFLOWER 400; (iv) challenge either the validity or MAYFLOWER 400's ownership of any trademark rights which incorporate The Logos; or (v) attempt to register, register or own in any country: a) The Logos; b) any domain name incorporating in whole or in part The Logos or c) any name, domain name, keyword or mark confusingly similar to The Logos.
- C. As between MAYFLOWER 400 and You, You acknowledge MAYFLOWER 400's exclusive right, title and interest in and to the copyright in The Logos, and You agree that You will not contest or assist another in contesting that copyright or MAYFLOWER 400's ownership of it.
- D. All materials, if any, provided by MAYFLOWER 400 to You under this Agreement, and all proprietary rights in and to all such materials shall remain the sole and exclusive property of MAYFLOWER 400, subject only to the non-exclusive rights granted to You under this Agreement.
- E. Upon request, You shall furnish to MAYFLOWER 400, without charge, samples of materials which feature The Logos or the MAYFLOWER 400 name. MAYFLOWER 400 shall have the right of approval over such items by giving written notice to You, within twenty (20) days of receipt of the samples, of such reasonable changes or corrections as may be necessary to comply with MAYFLOWER 400's reasonable quality concerns. You shall make and incorporate said changes or corrections. MAYFLOWER 400's failure, following receipt of samples, to give notice of any such changes or corrections shall be deemed by You to constitute approval by MAYFLOWER 400
- F. If MAYFLOWER 400, in its sole discretion, determines that any materials used, sold, distributed or offered for sale or distribution by You under this Agreement are unsatisfactory to MAYFLOWER 400, either based on the quality of the materials themselves or the depiction of The Logos on the materials, then MAYFLOWER 400 shall so notify You in writing. Upon receipt of such notification, You shall have thirty (30) days

to implement such reasonable changes, as MAYFLOWER 400 shall suggest, ensuring that the materials are satisfactory to MAYFLOWER 400.

7. Representations and Warranties:

You hereby represent and warrant to MAYFLOWER 400 that You (a) have the right, power and authority to enter into this Agreement and to perform Your obligations as set forth herein; (b) are under no obligation or restriction that does or would interfere or conflict with your obligations under this Agreement, nor will You assume any such obligations or restrictions during the term hereof; and (c) the information provided by You in connection with this Agreement is true, correct and complete.

8. Disclaimer and Warranties:

MAYFLOWER 400 disclaims any and all warranties that may be express, implied or statutory with respect to the logos or otherwise, including without limitation any implied warranties against infringement, title, merchantability or fitness for a particular purpose or use, and against all claims and liabilities arising out of your use of the logos.

9. Limitation of Liability:

In no event shall MAYFLOWER 400 be liable for any damages of any kind, including without limitation any direct, indirect, consequential, special, incidental or punitive damages, or for any lost profits, savings, data or use, however caused and on any theory of liability (including negligence or strict liability), arising out of this agreement. Both parties acknowledge and agree that the lack of a requirement of any monetary payment hereunder is based in part upon these limitations, and further agree that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Without limiting the foregoing, MAYFLOWER 400 shall have no responsibility for any monetary damages under any contract, tort or other legal or equitable theory, regardless of the form of the action. Such limit shall apply whether or not MAYFLOWER 400 has been advised of the possibility of such damages.

10. Indemnity:

You shall indemnify, defend and hold harmless MAYFLOWER 400, its affiliates, and their respective officers, directors, members, employees and agents from and against any claims, actions, suits or proceedings, as well as any and all claims, actions, damages, costs and expenses (including legal fees) arising out of or accruing from (a) any misrepresentation or breach of your representations and warranties set forth in this Agreement; and (b) any non-compliance by You with any agreements or undertakings contained in or made pursuant to this Agreement.

11. Termination:

- A. MAYFLOWER 400 may, in its sole discretion, terminate this Agreement or modify your license to use The Logos at any time upon written notice to You. Upon termination of this Agreement, You shall immediately cease any and all use of The Logos or any trademarks confusingly similar to The Logos.
- B. You may terminate this Agreement at any time upon thirty (30) days prior written notice to MAYFLOWER 400.
- C. Unless renewed by mutual agreement of the Parties, this Agreement shall expire three (3) years from the Effective Date.

- D. The provisions of Paragraphs 6, 7, 8, 9, 10, 12, 13, and 15 hereof shall survive termination of this Agreement.

12. Notices:

Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt by the other party, when delivered by certified or registered mail, return receipt requested, by overnight delivery service, or by personal delivery to the address of such party as set forth above or to any subsequent address designated by either party, on notice to the other pursuant hereto, for the purpose of receiving notices under this Agreement.

13. Governing Law:

This agreement shall be governed by and construed in accordance with English law. Each party agrees to submit to the exclusive jurisdiction of the English courts

14. Amendment:

MAYFLOWER 400 reserves the right in its sole discretion to amend this Agreement by providing You with prior written notice thereof.

15. Miscellaneous:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all oral or written agreements and understandings made and entered into by the parties prior to the Effective Date hereof. You may not assign this Agreement in whole or in part without the prior written consent of MAYFLOWER 400, and any purported assignment in violation of these provisions shall be null and void. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall remain in full force and effect. No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by the waiving party. This Agreement shall not be construed or deemed to create any partnership, joint venture, agency, franchise or other form of agreement or relationship between the parties other than as expressly set forth herein.