

LICENCE AGREEMENT – SPONSOR LOGO

This License Agreement is effective from the date of acceptance of a Sponsorship under the Smart About Salt Program. This License Agreement is made:

Between:

THE SMART ABOUT SALT COUNCIL (“the SASC”)

and

(hereinafter referred to as “**Sponsor**”)

WHEREAS the SASC is in Canada the owner of the following logo (the “Logo”):



AND WHEREAS the Sponsor has asked the SASC for permission to use the Logo in accordance with the terms and conditions specified herein:

NOW THEREFORE in consideration of the Sponsor’s annual sponsorship fee payable to the SASC and the premises and of the mutual covenants set out together with other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

1. The SASC agrees to grant non-exclusive permission to the Sponsor to use the Logo in accordance with this Agreement for its own use exclusively within Canada and without charge to the Sponsor only in relation to or upon:
 - a) the publication of promotional materials, whether electronic or written, for the Sponsor’s snow removal and salt management services (the “Services”);
 - b) the Sponsor’s snow plows and other equipment used in connection with the Services (the “Equipment”); and
 - c) signage at the Sponsor’s place of business (the “Signage”).
2. The Sponsor undertakes to use the Logo only in relation to the publication of promotional materials for the Services, and upon the Equipment and the Signage, and in accordance with such specifications as may be furnished from time to time by the SASC.

3. The Sponsor hereby acknowledges and agrees that the SASC is the owner of the Logo and reserves for itself all intellectual property rights, including moral rights, in and to the Logo.
4. The Sponsor shall have no right to assign or sub-licence the rights granted hereunder and may not permit the use of the Logo by anyone else, without the written consent of the SASC.
5. This Agreement may be terminated by the SASC, at its sole discretion, immediately by giving notice in writing to the Sponsor. For the purposes of this section, any notice given by the SASC to the Sponsor shall be well and sufficiently given if mailed or delivered to the Sponsor at the address provided by the Sponsor or emailed to the Sponsor's email address as registered on the Smart About Salt Website (www.smartaboutsalt.com). The Sponsor's right to use the logo shall automatically cease in the event of termination or expiry of the Sponsor's membership in the SASC at which time the Sponsor shall immediately cease to use the Logo.
6. This Agreement is effective until terminated. Upon termination of the Agreement, the permission to use the Logo shall immediately cease and the Sponsor shall not thereafter make any use of the Logo whatsoever.
7. The Sponsor acknowledges that acceptance of sponsorship does not imply endorsement of the Sponsor's product(s) by the SASC.
8. Use of the Logo by the Sponsor is deemed to be acceptance of all terms and conditions set out herein.

Dated this ____ day of _____, 20__

Per: _____

Per: _____

I/We have authority to bind the Corporation

SMART ABOUT SALT COUNCIL

Per: _____

Bob Hodgins
Executive Director
Smart About Salt Council

I have authority to bind the Corporation