

**'Fogo Island' Trademark
Terms of Agreement**

To the Town of Fogo Island:

Name of Business/Organization (herein referred to as the "Party")	
Contact Person	
Mailing Address	
Phone Number	

The Town of Fogo Island (herein referred to as the "Town") hereby grants to the Party named above a non-exclusive license and permission use and display the name 'Fogo Island' (herein referred to as the "Mark") only in the form and **in accordance with the Fogo Island Trademark Guidelines (to be provided upon approval)**, subject to the Party adhering to the following terms and conditions:

1. In consideration of an annual sum of twenty-five dollars (\$25.00), receipt of which is acknowledge, the Town grants a non-exclusive license to the Party to use the Mark in Canada in accordance with the Fogo Island Trademark Guidelines.
2. If the Town so requests, the Party shall include in its use of the Mark, an indication that the Mark is the Property of, and is used by, the Party under the authorization of the Town.
3. During the term of this undertaking, the Party shall not grant permission to any other person to use the Mark.
4. The Party shall during the term of this undertaking and upon reasonable written notice from the Town make available to the Town, without expense to the Town:
 - a. Samples of any product ;
 - b. Cease use of the Mark if requested by the Town for failure to comply with the Fogo Island Trademark Guidelines (as determined by the Town in its sole discretion).
5. It is hereby acknowledged by the Party that the Town assumes no liability in respect of the Party's use of the Mark and the Party hereby agrees to release and discharge the Town, its elected officials, employees and agents, with respect to any such liability.
6. The Party hereby agrees to indemnify and save harmless the Town, its elected officials, employees and agents ("its agents") from and against any and all claims, actions, causes or action, complaints, damages, expenses or costs whatsoever that the Town or its agents may sustain or incur by reason of the Party's use of the Mark.
7. The Town may terminate this Agreement and the Party's right to use the mark:
 - a. If the Party fails to comply with any of the provisions of this Agreement;
 - b. If the Party discontinues business operations;

- c. If the Party of any officer, director, employee, agent or representative of the Party engages in any conduct which, in the opinion of the Town acting in its sole discretion, prejudices the integrity or the reputation of the Town or the Mark;
- d. In the event of the bankruptcy or insolvency of the Party, or if a receiver or a liquidator is appointed over some or all of the assets of the Party, or in the event any of the assets of the Party are seized or distrained for any reason;
- e. In the event the Town discontinues use of the Mark;
- f. In the event the Party fails to comply with the Fogo Island Trademark Guidelines (as determined by the Town in its sole discretion).

8. The Party may terminate this Agreement immediately upon written notice to the Town.

I hereby accept all the conditions with respect to the use of the Mark that are set out in paragraphs 1 to 7, inclusive, of this undertaking.

Signature (include title if application)	
Date	

Permit Approved
Town of Fogo Island

Signature	
Date	