

## Carefree Cave Creek Chamber of Commerce Logo Use Agreement

This Logo Use Agreement (the "Agreement") is entered when you (Licensee) use the logo, by and between the Carefree Cave Creek Chamber of Commerce (the "Chamber").

**1. Grant of License.** The Chamber hereby grants the Licensee a non-exclusive, non-transferable, revocable license to use the Chamber's logo (the "Logo") solely for the purposes and in the manner specified in this Agreement.

**2. Approved Uses.** The Licensee may use the Logo: a. In marketing materials, including brochures, flyers, and advertisements, to signify membership in the Chamber. b. On the Licensee's website and social media platforms to promote affiliation with the Chamber. c. In sponsorship or partnership announcements, with prior written approval from the Chamber.

**3. Restrictions on Use.** The Licensee agrees: a. Not to alter, modify, or distort the Logo in any way, including but not limited to changes in color, proportion, or design. b. Not to use the Logo in any manner that implies endorsement or sponsorship by the Chamber unless explicitly authorized. c. Not to use the Logo in connection with any activities or materials that are illegal, defamatory, or otherwise harmful to the Chamber's reputation.

**4. Quality Standards.** All uses of the Logo must comply with the Chamber's branding guidelines, which will be provided to the Licensee. The Chamber must approve any deviations in writing.

**5. Term and Termination.** a. This Agreement is effective when the logo or HTML code is used and will remain in effect until terminated by either party. b. The Chamber may terminate this Agreement immediately if the Licensee breaches any terms herein. c. Upon termination, the Licensee must immediately cease all use of the Logo and destroy any materials containing it.

**6. Ownership of the Logo.** The Logo is the sole property of the Chamber. This Agreement does not transfer any ownership rights to the Licensee.

**7. Indemnification.** The Licensee agrees to indemnify and hold harmless the Chamber from any claims, damages, or liabilities arising from the Licensee's use of the Logo.

**8. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona.

**9. Entire Agreement** This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements or understandings.

**10. Amendments.** This Agreement may be amended only in writing signed by both parties.