

**DEPARTMENT OF COMMERCE,
MONTANA OFFICE OF TOURISM
LOGO/ARTWORK PERMISSION POLICY**

1. No organization shall be granted permission to use any trademark, service mark, logo and/or artwork (collectively, “Marks”) of the Department of Commerce – Montana Office of Tourism until the organization has completed a current Trademark Permission form, and the Trademark Permission has been signed by a duly authorized representative of Montana Office of Tourism. All such use of Marks shall conform to all terms and conditions of said Trademark Permission and the most current version of this LOGO/ARTWORK PERMISSION POLICY (“Policy”).
2. Each Trademark Permission shall include the following information:
 - 2.1. Organization’s name
 - 2.2. Specific Mark to be used
 - 2.3. Purpose of use (name, location and description of event)
 - 2.4. Manner of use (i.e. t-shirts, letterhead, posters)
 - 2.5. Date(s) of usage
3. **SAMPLES OF ALL PRODUCTS AND MARKETING MATERIALS INCORPORATING ANY MARK MUST BE PROVIDED TO MONTANA OFFICE OF TOURISM FOR ITS APPROVAL AT LEAST THIRTY (30) DAYS BEFORE ANY DISTRIBUTION, DISPLAY OR USE.**
4. **MONTANA OFFICE OF TOURISM RESERVES THE RIGHT TO DECLINE TO ACCEPT OR RENEW ANY TRADEMARK PERMISSION FOR ANY REASON AND IN ITS SOLE DISCRETION.** Without limiting the effect of the preceding sentence in any way, Montana Office of Tourism shall consider the following when determining whether to grant permission to use a Mark:
 - 4.1. Permission shall be granted only if the Applicant is a non-profit organization engaged in the promotion of tourism in Montana, such as a tourism region, convention and visitors bureau, visitor information center, or a local, state or federal government entity.
5. All use of any Mark must conform to the following guidelines:
 - 5.1. The Mark may not be altered in any manner.
 - 5.2. The Mark may be used only in a manner that will serve to enhance Montana’s image.
 - 5.3 The Mark may only be used in conjunction with the preexisting mark(s) and/or logo(s) of the Applicant, and in a way which makes clear that Montana Office of Tourism’s Mark does not identify the source of the products or services in question, but rather indicates only endorsement by or affiliation with Montana Office of Tourism’s Mark does not identify the source of the
 - 5.4. The Mark may not be used for purposes other than as originally described by the Applicant in the Trademark Permission.
6. The Applicant shall be responsible for and may be required to pay in advance any expenses incurred in connection with changes requested by the Applicant in the format of a Mark.

MONTANA OFFICE OF TOURISM
TRADEMARK PERMISSION

APPLICANT:

(Name) (Street/P.O. Box)

(City/State/Zip Code)

THIS TRADEMARK PERMISSION SHALL HAVE NO VALIDITY OR EFFECT UNTIL IT HAS BEEN COMPLETELY FILLED OUT, AND IT HAS BEEN SIGNED BY BOTH A DULY AUTHORIZED OFFICER OF APPLICANT AND BY A DULY AUTHORIZED REPRESENTATIVE OF THE MONTANA OFFICE OF TOURISM. THE MONTANA OFFICE OF TOURISM RESERVES THE RIGHT TO DECLINE TO ACCEPT OR RENEW ANY TRADEMARK PERMISSION FOR ANY REASON AND IN ITS SOLE DISCRETION.

1. LOGO OR ARTWORK TO BE USED (the "Mark"): _____
(a copy or copies of the specific Logo or Artwork must be attached)

2. PURPOSE OF USE: _____
(name, location, and description of event)

3. MANNER OF USE: _____
(i.e., T-shirts, letterhead, website, posters, etc.)

SAMPLES OF ALL PRODUCTS AND MARKETING MATERIALS MUST BE PROVIDED TO MONTANA OFFICE OF TOURISM FOR ITS APPROVAL AT LEAST THIRTY (30) DAYS BEFORE ANY DISTRIBUTION, DISPLAY OR USE.

4. DATE(S) OF USE: _____
(Specify exact beginning and end dates)

5. **Grant of License.** The MONTANA OFFICE OF TOURISM grants to APPLICANT a nonexclusive, nontransferable license to use the Mark for the purpose and in the manner described above. APPLICANT accepts the license subject to all of the terms and conditions contained in this Trademark Permission, and further agrees to abide by all of the terms and conditions of the most current version of Montana Office of Tourism Logo/Artwork Permission Policy.

6. **Term and Termination.** This Trademark Permission shall continue in force and effect for the Dates of Use provided above, unless sooner terminated as provided for herein. Upon the expiration or termination of this Trademark Permission, APPLICANT shall immediately discontinue all use of the Mark and destroy all products and materials bearing the Mark, unless APPLICANT first obtains written permission to sell off or otherwise distribute remaining stock on hand. MONTANA OFFICE OF TOURISM shall have the right to terminate this Trademark Permission upon written notice to APPLICANT in the event of any affirmative act of insolvency by APPLICANT; upon the appointment of any receiver or trustee to take possession of the properties of APPLICANT; upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of APPLICANT; or upon breach of any of the provisions hereof by APPLICANT.

7. **Ownership; Quality Control.** APPLICANT acknowledges and agrees that (i) MONTANA OFFICE OF TOURISM owns the Mark and related goodwill and APPLICANT will do nothing inconsistent with such ownership, (ii) all use of the Mark by APPLICANT shall inure to the benefit of and be on behalf of MONTANA OFFICE OF TOURISM, and (iii) all services rendered or goods sold by APPLICANT in connection with the Mark and all related advertising, promotional and other related used of the Mark by APPLICANT shall be subject to prior approval by MONTANA OFFICE OF TOURISM and shall conform to standards set by MONTANA OFFICE OF TOURISM and all terms and conditions of the most current version of Montana Office of Tourism’s Logo/Artwork Permission Policy. In connection with all use of the Mark, Applicant shall use such trademark and/or copyright symbols (®, TM, SM, and/or ©) as directed by MONTANA OFFICE OF TOURISM.
8. **Indemnification; Insurance.** APPLICANT shall indemnify, defend and hold harmless MONTANA OFFICE OF TOURISM and its officers, agents and employees from and against any and all actions, claims, suits, losses, costs, charges, or liabilities, including reasonable attorneys’ fees, arising out of any unauthorized use of the Mark or other negligent, willful, or otherwise wrongful conduct by APPLICANT (or APPLICANT’s officers, agents and employees); and/or any alleged defect in any products or services provided in connection with the Mark. On or before the first Date of Use set forth above and until APPLICANT ceases to use the Mark in any way, APPLICANT shall obtain and maintain insurance (covering the risks of personal injury (including but not limited to advertising injury), property damage, and bodily injury), in an amount of not less than One Million U.S. Dollars (\$1,000,000.00) combined single limit per occurrence, as will protect and indemnify MONTANA OFFICE OF TOURISM from any and all liability, damages, losses, claims, actions, costs or judgments (including reasonable attorney fees) caused by or arising from APPLICANT’s use of the Mark. Such insurance shall name MONTANA OFFICE OF TOURISM and its officers, agents and employees as additional insureds, and APPLICANT shall provide MONTANA OFFICE OF TOURISM with certificates evidencing such insurance coverage and, upon request, copies of any such insurance policies.
9. **General.** This agreement shall be governed by and construed in accordance with the laws of the State of Montana. This Trademark Permission constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements, if any, relating to the subject matter addressed herein. No waiver of any breach by any party of any provision of this Trademark Permission shall constitute a waiver of any other breach of that or any other provision hereof. This Trademark permission may be amended, modified or supplemented only by an instrument in writing duly executed by both parties hereto. If any portion of the Trademark Permission is deemed by a court of competent jurisdiction to be void or unenforceable, such portion shall be deemed to be deleted herefrom, and the remaining provisions hereof shall nevertheless be effective and enforceable.

APPLICANT

MONTANA OFFICE OF TOURISM

By: _____

By: _____

(Print or type name)

Betsy Baumgart
Division Administrator

Title: _____