

CHARITY SEAL LICENSE AGREEMENT

This Agreement is between the Education & Research Foundation of the Better Business Bureau of Metro NY (BBB FOUNDATION) and _____ (Local Charity).

The BBB FOUNDATION is an affiliate of the Council of Better Business Bureaus, Inc. (the Council), owner of various trademarks, including “BBB,” “Better Business Bureau,” the BBB torch logo and a local charity seal (“Seal”). BBB FOUNDATION evaluates local charities for compliance with its comprehensive accountability standards and is authorized to license the Seal, designed to assist donors in making informed giving decisions, to local charities that meet those standards. Local Charity is qualified for the Seal, seeks a license to use the Seal and accordingly agrees to the following terms and conditions:

1. Definitions.

- A. *Seal* means the trademark owned by the Council and as it may be modified from time to time.
- B. *Standards* means the BBB FOUNDATION Standards for Charity Accountability as they may be modified from time to time.

2. Grant.

- A. The BBB FOUNDATION grants Local Charity, except for affiliates not evaluated by BBB FOUNDATION, a nonexclusive, non-assignable and nontransferable license to use and display the Seal as described in Paragraph 3.
- B. Local Charity agrees to use the Seal only as set forth in this Agreement. Nothing in this Agreement, or in Local Charity’s use of the Seal, will give Local Charity any right in the Seal, or in any similar marks, beyond the right granted in this Agreement.

3. Use of Seal.

- A. **Placement.** Local Charity may display the Seal in transient advertising and solicitations, including newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers and television, and in annual reports and letterhead. Local Charity may also install the Seal anywhere on Local Charity’s primary World Wide Web site, on web sites where Local Charity advertises and in email, provided the Seal clicks to a participation confirmation page as described in Paragraph 5 below. The Seal may not be used in telephone directories, permanent handbooks and manuals, on promotional items or in any other medium other than those specifically authorized by this Agreement.
- B. **Size.** Upon Local Charity’s signing of this Agreement, BBB FOUNDATION will provide Local Charity with a digital version of the Seal in specified sizes for the local charity to use in non-electronic media. BBB FOUNDATION will also provide Local Charity with access information to digital versions of the Seal in specified sizes for Local Charity to download and install in electronic media, including the World Wide Web and email. Local Charity must receive prior written permission from BBB FOUNDATION to use the Seal in a size other than those provided. Local Charity may not vary the color of the Seal on the World Wide Web or in email, however, Local Charity may use a black and white seal in transient advertising and solicitations, annual reports and letterhead.

- C. Restrictions.** Reference to the Seal, to meeting Standards, to the Better Business Bureaus, or to BBB FOUNDATION in print (including contracts) or in any electronic media is prohibited without prior approval of BBB FOUNDATION. Local Charity may, however, issue a press release(s) about its qualification for the Seal provided the press release(s) receives approval of the BBB FOUNDATION prior to its dissemination.

4. Charity Responsibilities.

- A.** Local Charity agrees that it will continue to meet Standards throughout the term of this Agreement.
- B.** Local Charity agrees to provide BBB FOUNDATION with the uniform resource locators where Local Charity shall display the Seal. If the URL changes, Local Charity must notify BBB FOUNDATION of the new URL and of the URL of the website that will no longer display the logo, if appropriate.
- C.** Local Charity agrees to furnish BBB FOUNDATION with samples of use of the Seal upon BBB FOUNDATION request.
- D.** Local Charity agrees to furnish BBB FOUNDATION, upon its request and within the time requested, such information as may be needed to determine Local Charity's continued compliance with all Standards, and to provide, within the time requested, an updated questionnaire used periodically to determine compliance with Standards.

5. BBB FOUNDATION Responsibilities.

BBB Foundation will maintain the technology to ensure the Seal clicks to a confirmation page. The confirmation page shall be located on BBB FOUNDATION's website. From the confirmation page, users may click directly to the Local Charity's BBB FOUNDATION report.

6. Fees.

Local Charity agrees to pay the annual Seal license fee prescribed by BBB FOUNDATION's Board. The fee shall be due and payable within thirty days of receipt of the invoice. See Attachment C for current fees, which may be modified annually. Fees are non-refundable unless BBB FOUNDATION terminates this Agreement under Paragraph 7B.

7. Term, Suspension and Termination.

- A. Term.** This Agreement remains in effect unless terminated as provided herein, so long as the annual license fee is timely paid.
- B. Suspension.** This Agreement and the license hereunder may be suspended by BBB FOUNDATION in its sole discretion if (i) Local Charity fails to provide BBB FOUNDATION, within the required time, the information that BBB FOUNDATION may request any time to verify Local Charity's continuing compliance with Standards; or if (ii) Local Charity fails to return, within the time requested, a completed questionnaire required for periodic compliance evaluations. This Agreement may also be suspended if, after receiving such information or questionnaire, BBB FOUNDATION determines, in its sole discretion, that there are substantial questions raised regarding Local Charity's compliance with Standards, and that BBB Foundation needs further time to determine such compliance.
- C. Termination by BBB FOUNDATION for cause.** BBB FOUNDATION may terminate this Agreement if (i) BBB FOUNDATION determines at any time that

Local Charity fails to meet all Standards; (ii) if Local Charity violates any other term of this Agreement; (iii) if Local Charity is declared insolvent or bankrupt; or (iv) if Local Charity merges with another charity. BBB FOUNDATION will provide any termination notice in writing and will deliver it by facsimile or regular or electronic mail to Local Charity's address set forth below.

- D. By BBB FOUNDATION.** BBB FOUNDATION may terminate this Agreement on 30 days' written notice if BBB FOUNDATION discontinues licensing the Seal for any reason.
- E. By Local Charity.** Local Charity may terminate this Agreement by written notice to BBB FOUNDATION delivered by facsimile or regular or electronic mail to the address set forth below.
- F. Responsibilities upon Termination.** If either party terminates this Agreement, Local Charity agrees to remove the Seal immediately from all electronic media, to discard promptly all materials bearing the Seal, and cease future use of the Seal. BBB FOUNDATION will reflect Local Charity's termination of the Seal's World Wide Web confirmation pages until Local Charity removes the Seal from all places where used on the World Wide Web.

8. Representations and Warranties.

- A.** Each Party represents and warrants that (i) it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) its web site(s) do not infringe any third party intellectual property rights or otherwise violate any applicable laws or regulations.
- B.** Local Charity warrants that it is registered to solicit for charitable contributions with state and local governmental authorities wherever Local Charity engages in charitable solicitations if such registration is required.
- C.** Local Charity warrants that it (i) is a 501(c)(3) tax-exempt organization, and (ii) has been in business for two years or more.

9. Indemnification.

Local Charity agrees to indemnify and hold the Council and BBB FOUNDATION harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by Local Charity of the Seal, or of any violation of the terms and conditions of this Agreement. Local Charity also agrees to indemnify and hold the Council and BBB FOUNDATION harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third party claims of any fundraising in connection with Local Charity's service(s) or charitable solicitations.

10. Limitation of Liability.

Local Charity agrees it will not sue the Council or BBB FOUNDATION for monetary damages on any matter concerning this Agreement.

11. Notices.

Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing, shall be sent to the addresses below and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) upon transmission if sent via telecopier and the sender has a confirmation of a successful transmission; (iv) one (1) business day after deposit with a local overnight

courier; or (v) upon transmission if sent via email and the sender has received a verification of receipt.

12. Assignment.

The Parties agree this Agreement is non-assignable by either Party to any third party under any circumstances, including but not limited to merger, acquisition, sale or transfer by operation of law or otherwise. Local Charity understands that, if it is merged, acquired or consolidated with another charity, it must inform the BBB FOUNDATION of this, and the new charity must qualify again for the Seal.

13. Relationship of Parties.

- A. Local Charity is not, and shall not represent itself as, an agent, representative, partner, subsidiary, joint venturer or employee of the Council or BBB FOUNDATION, nor can Local Charity represent that it has any authority to bind or obligate the Council or BBB FOUNDATION in any manner or in any thing.
- B. Nothing in this Agreement, or in the Use of the Seal itself, shall confer any endorsement or approval of Local Charity by the BBB FOUNDATION. The Seal is intended only to convey that Local Charity meets Standards.

14. Entire Agreement/Modifications.

This Agreement embodies the whole agreement between the Parties and supersedes any prior Agreements, understandings and obligations between the Parties. BBB FOUNDATION may modify this Agreement from time to time. BBB FOUNDATION shall provide written notice of any modification to Local Charity, and Local Charity shall be deemed to have consented to the modification if Local Charity continues to use the Seal following receipt of such notice.

Continued on next page

Local Charity:

Street Address:

City: _____ State: _____ Zip Code: _____

Email: _____ Website: _____

Name of Local Charity Contact: _____

Title: _____

Phone No.: _____

Facsimile No.: _____

Email: _____

Name of Contract Signatory: _____

Title: _____

Signature: _____ Date: _____

BBB Foundation

257 Park Avenue South, 4th Floor
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Metropolitan NY

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Signature: _____ Date: _____