

License to Use the Virginia Housing Logo

This License is entered into as of the Effective Date (as set forth below), by and between the Virginia Housing Development Authority (“Virginia Housing”), a political subdivision of the Commonwealth of Virginia, and User (as defined below).

USER:

[Please use the full legal name of the User as it appears on its authority to transact business in Virginia]

ADDRESS:

EFFECTIVE DATE:

WHEREAS, Virginia Housing owns the Virginia Housing logo shown on Exhibit A (all forms and sizes of said logo) (here “the Virginia Housing Logo”) and retains all rights of ownership of the Logo, and

WHEREAS, the User desires to use the Virginia

Housing Logo. The parties hereto agree as follows:

License

1. Subject to the terms and conditions of this License, Virginia Housing hereby grants to User a non-exclusive, non-transferable, limited license to use the Virginia Housing Logo in the manner agreed to herein:

[insert the specific approved-of uses]_____

2. Apart from the use described in 1, above, the User shall give Virginia Housing reasonable notice of and right to approve in advance all communication to the press or the general public (including, without limitation, press releases, public announcements, advertisements, promotional materials, signage, interviews in newspapers or on television or radio, and promotional and publicity events and any uses of the Logo online in any form) by or on behalf of the User regarding the use of the Virginia Housing Logo. Such right of approval shall include, but not be

limited to, the right to approve the content, appearance, timing, manner of release or distribution, recipients, participants, and location, as applicable, of each such communication. The User shall give Virginia Housing the opportunity to participate in all releases and distributions of such communication, all interviews in newspapers or on television, online or radio, and all promotional and publicity events regarding the proposed use of Virginia Housing's logo and shall otherwise coordinate and cooperate with Virginia Housing with respect to all such communication.

3. User expressly acknowledges that the Virginia Housing Logo constitutes valuable intellectual property of Virginia Housing and that no proprietary rights are being transferred to User under this License. User agrees that misappropriation or misuse of the Virginia Housing Logo will cause serious damage to Virginia Housing and that in such event money damages may not constitute sufficient compensation to Virginia Housing; consequently, User agrees that in the event of any misappropriation or misuse, Virginia Housing shall have the right to obtain injunctive relief. User agrees to protect the copyright, trademark and other proprietary rights of Virginia Housing during the Term (as defined below) as well as after the termination of this License to the extent that User is in possession of any form of the Virginia Housing Logo. User shall honor and comply with reasonable written requests made by Virginia Housing to protect its contractual, statutory and common law rights in the Virginia Housing Logo.

4. User shall at all times during the term of this License and for three years after the termination of this License maintain full and accurate records (including applicable data in electronic format) with respect to its usage of the Virginia Housing Logo. User also agrees to fully cooperate and provide any documents requested by Virginia Housing within 5 business days.

5. The term of this License shall commence on the Effective Date and shall continue in effect thereafter until the date that is 120 days after the Effective Date.

6. In the event of any breach of any term or provision of this License by User, as determined by Virginia Housing in its sole discretion, Virginia Housing can terminate this License immediately without notice or right to cure.

7. Upon 15 days written notice to User Virginia Housing can terminate this License.

8. Upon termination of this License for any reason, User shall promptly return to Virginia Housing any and all copies or formats of the Virginia Housing Logo in its possession and shall promptly take down the Virginia Housing logo from any electronic or web format and shall cease distributing any printed materials containing the Virginia Housing logo.

9. Virginia Housing will charge User \$0 for this License, however good and valuable consideration is hereby exchanged between Virginia Housing and User because Virginia Housing has determined the use by User of the Virginia Housing Logo will further the goals and mission of Virginia Housing and User has determined using the Virginia Housing Logo will further the goals and mission of User.

10. This License shall not be assigned or transferred by User to any other person or entity at any time for any reason. Persons and entities that happen to have prior relationships or affiliations with User are not an exception to this prohibition on transfers. Each and every person or entity that wants to use the Virginia Housing Logo in any way must have its own License granted by Virginia Housing, should Virginia Housing choose to so grant it.

11. This License represents the entire agreement between Virginia Housing and User with respect to the Virginia Housing Logo and supersedes all prior agreements (either written or oral).

12. No amendment of this License shall be binding upon the parties unless in writing and signed by an authorized representative of Virginia Housing and User. No waiver of any term or condition of this License shall be effective unless agreed to in writing by the party making the waiver.

13. All notices and other communications under this License shall be in writing and shall be deemed to have been duly delivered if delivered by hand or sent by prepaid registered or certified mail, return receipt requested, with acknowledgment by the receiving party as of the date received, addressed as follows or to such other address as either party shall specify in a written notice to the other:

If to Virginia Housing:

If to User:

14. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. User agrees to the exclusive jurisdiction of the state and federal courts sitting in Virginia for the resolution of any disputes arising from or related to this License.

Virginia Housing Development Authority

[Name of User...]

Exhibit A to License to Use Virginia Housing Logo

