

Policy Number: A 02

Approved By: Board of Directors

Issue Date: 1/28/2010

Date Revised:

Policy

The attached logo is property of the Home Care Association of New Jersey, Inc. but may be used by Home Care Association of NJ current members in good standing in accordance with the terms and conditions set forth below. Use of the logo shall constitute consideration for, agreement to, and acceptance of the following terms and conditions of this limited and revocable license by the user.

Responsibilities

1. The attached logo is the sole and exclusive property of the Home Care Association of New Jersey, Inc. The logo may be used only by Home Care Association of NJ current members in good standing, and such use is allowable if and only if such use is made strictly in accordance with the terms and conditions of this limited and revocable license. Any failure by a user to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions imposed by Home Care Association of NJ or any legal or equitable relief to which it may be entitled. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by Home Care Association of NJ in its sole and non-reviewable discretion. Further, the determination of whether or not a member is current and in good standing shall be made in the sole and non-reviewable discretion of Home Care Association of NJ.
2. As set forth on the Attachment, the logo is made available to Home Care Association of NJ members in good standing in a color electronic file. The logo may not be revised or altered in any way, and must be displayed in the same form as produced by Home Care Association of NJ.
3. The logo may be used in a professional manner, e.g., on the user's website, business cards, stationary, literature, advertisements, store-front window, or in any other comparable manner to signify the user's membership in the Home Care Association of NJ. The logo must always be used in full and may never be used independent of the term "MEMBER," as set forth on the Attachment. Notwithstanding the foregoing, the logo may not be used in any manner that, in the sole and non-reviewable discretion of the Home Care Association of NJ: discredits or may discredit the Home Care Association of NJ or tarnishes or may tarnish its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the Home Care Association of NJ and the user, including but not limited to any use of the logo that might be reasonably construed as an endorsement, approval, sponsorship, or certification by Home Care Association of NJ of the user, the user's business or organization, or the user's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the user's products or services.

4. Use of the logo shall create no rights for users in or to the logo or their use beyond the terms and conditions of this limited and revocable license. The logo shall remain at all times the sole and exclusive intellectual property of the Home Care Association of NJ. The Home Care Association of NJ shall have the right, from time to time, to request samples of use of the logo from which it may determine compliance with these terms and conditions, and the user hereby agrees to provide such samples to Home Care Association of NJ promptly upon request. This limited license shall be deemed automatically revoked upon a failure by the user to strictly comply with the foregoing terms and conditions or if the user is no longer a current member in good standing of the Home Care Association of NJ.

5. Any questions concerning use of the logo or the terms and conditions of this license should be directed to Home Care Association of NJ President & CEO Sherl Brand at 732-877-1100.

Attachment (logo)

