

## **City Policy/Procedure**

### **Subject: Use of City Logo and Ancillary City Logos**

#### **Purpose**

To protect the City's valuable property rights inherent in the City of Belle Isle logo and ancillary logos by governing its limited use by third party entities in a professional, consistent manner.

#### **Policy**

The City of Belle Isle logo and ancillary logos (e.g., former City Logo, or Belle Isle Police Department Logo, including badge) are official seals of the City of Belle Isle protected by Section 165.043, Florida Statutes, and represent the City's distinctive brand and reputation for excellence in municipal governance and public services. Pursuant to municipal ordinance and state law, City logos are exclusively used for official City business – for example, City communications, merchandise, facilities, signage, events and services. There are limited circumstances under which third parties may be granted permission to use the City logos on a case by case basis for reproduction (e.g., website, publications, print material, email, products, and signage). Any use that falls outside of the policy specifications is strictly prohibited. Any assumption of use, including past usage, is unacceptable.

#### **Procedure**

##### **1. Eligibility**

To be eligible for consideration, third party entities shall meet the established criteria set forth in this policy and have an agreement with the City as defined by this policy.

With the exception of government agencies and public institutions, inaugural or one-time programs and events primarily sponsored by third parties that are unfamiliar to the City or without a direct collaborative history with the City are ineligible to use City logos. These parameters help the City manage community expectations and protect the City's public image by building and assessing new relationships with third party entities over time. Permission to use the City logos is a privilege and requires direct, written City approval in every case.

##### **2. Application**

Organizations requesting permission to use the City logo or ancillary logos shall submit the application form available from the City Clerk.

The organization shall also sign an acceptance of terms and conditions form available from the City Clerk.

### **3. Evaluation Criteria**

The City Manager or his/her designee shall consider (as appropriate) any of the following criteria to evaluate the merits of the third party entity's proposal and the City's benefits of co-branding an event or program with the third party entity:

- Demonstrated commitment to the City's mission, core values, and goals;
- Impact on City core services, operations, assets, and facility resources;
- Financial viability;
- Media exposure value for key City messages;
- Economic impact (e.g. alternative funding sources gained for City priority programming and services);
- Protection of the City's best interests in the short/long term;
- Project timelines;
- Third party entity's experience, qualifications, and reputation;
- Communications strategy;
- Other relevant criteria as determined by the City Manager or his/her designee.

This policy and the above evaluation criteria shall not be construed to create any right or entitlement to use of the City's logo(s) regardless of whether an applicant can meet the requirements and/or evaluation criteria. Whether an applicant is granted the right to use the City's logo(s) is a discretionary decision on the part of the City.

### **4. Notice**

The City Manager or his/her designee shall review all applications for approval, modification or denial. Any applicant may appeal the City Manager's decision to the City Council within 14 days of receiving written notice of the City Manager's decision. To the extent feasible, the City Council will consider the appeal at the next regularly scheduled City Council meeting. The City Council's determination shall be final.

### **5. License Agreement**

Third party entities granted permission to use City logos for approved activities shall sign an agreement accepting the City's terms and conditions.

Not-for-profit organizations recognized by the City, State of Florida and/or United States may be granted use of the City logos without a license fee in connection with merchandise for sale.

For-profit corporations granted permission to use the City logos in connection with merchandise for sale shall enter a license agreement and pay a license fee. The license fee is five percent (5%) of the gross sales amount of the first sale of all items bearing the City logo unless otherwise waived. If the merchandise is given away, the fee will be \$50. The for-profit corporation shall register the City of Belle Isle as the point of sale for said merchandise.

### **6. Guidelines**

The City Manager or his/her designee shall ensure the following guidelines are adhered to:

- Reproduction of City logos shall adhere to the City's Logo Guidelines; improper use may result in termination of logo agreement and future use of City logos.
- Third party entities must submit a pre-event copy of final artwork for approval by the City Manager or his/her designee.
- City logos do not imply endorsement or sponsorship of any kind.
- Unaccepted use of the City logos include:
  - Use that advocates or promotes the sale or use of tobacco, alcohol, controlled substances, firearms or weapons;
  - Partnership agreements with retail, food or pharmaceutical establishments that may sell, in part, tobacco, alcohol, controlled substances, firearms or weapons shall be permitted provided that the City's collaboration with such establishments may not relate to, advertise or promote the prohibited items.
  - Use that promotes pornography, obscenity, indecency, or other material offensive to prevailing community standards or persons of ordinary sensibilities;
  - Use that promotes adult-oriented businesses;
  - Use that promotes religious messages or advocates or promotes religious beliefs;
  - Use to promote, or support, or in opposition to any political candidate or ballot measure;
  - Use to promote or support political messages not endorsed by the City Council; and
  - Use that in any way denigrates the City of Belle Isle, or its operation, or its officers, agents, or employees.

## **Acceptance of Terms & Conditions**

The City of Belle Isle is pleased to offer you the opportunity to use the Logo in accordance with the terms and conditions of this agreement. The City of Belle Isle hereby grants you a limited, nonexclusive, nontransferable, royalty free license to use and display the Logo in accordance with the terms set forth herein solely for the Requested Use and for a term of two (2) years only, unless earlier terminated by the City of Belle Isle.

You agree not to permit any other party to use or display the Logo. Nothing herein by implication or otherwise, will grant to you any rights other than as explicitly set forth herein. You understand and agree that any other use of the Logo whatsoever beyond the Requested Use as described in your Application for Use of City Logo is strictly prohibited and constitutes a breach of this Agreement and grounds for termination of your rights.

### **This license to use the Logo is subject to the following terms and conditions:**

1. You agree to use the Logo separately by itself, without any prefix, suffix or modifying words, terms, designs or symbols and agree not to alter the Logo in any manner.
2. You agree the Logo shall not be used for political or commercial purposes.
3. You agree not to use any other trade mark, any trade name, product name or any other means of designation, commercial or business identification in association with the Logo so as to create a trademark merged with the Logo.
4. You agree not to use the Logo in any manner that may disparage the City of Belle Isle, its mayor, council members, employees, agents and others acting on its behalf (collectively, the "Related Parties"); that may be in violation of any of the proprietary rights of the City of Belle Isle or the Related parties; or that violates any applicable law, Ordinance, Land Development Code, or regulation.
5. You agree not to use the Logo in any manner that might imply sponsorship, endorsement or any association between you and the City of Belle Isle or the Related Parties. This includes campaign material.
6. You agree not to assist or allow any other person or legal entity to copy the Logo licensed to you or to use the Logo for any purpose whatsoever.
7. You agree at all times to defend, indemnify and hold harmless The City of Belle Isle, the Related Parties, and the successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against, and pay and reimburse the Indemnified Parties for, any liabilities, obligations, losses, damages, costs or expenses (including, but not limited to, interest penalties and reasonable legal fees) incurred in connection with any third party claims, arising out of, resulting from or relating to your use of the Logo, or any representation by you contained herein being untrue or any alleged act or omission by you, others who obtain the Logo licensed to you or copied from that Logo, or your agents in the performance of, or failure to perform, your obligations set forth in this Agreement.
8. You will ensure that your use of the Logo will not be in association with any libelous, defamatory, obscene or unlawful material, any material that might in any manner embarrass the City of Belle Isle or the Related Parties, or otherwise violate or infringe any right of any third party;

9. The City of Belle Isle shall have the right to terminate this agreement at any time and for any or no reason upon written notice to you whereupon you will immediately cease all use of the Logo and destroy all your copies of the Logo.
  
10. You agree that the Logo is provided to you on an “as is” basis without representation or warranty whatsoever whether express, implied or by operation of law. You agree to assume all of the risks associated with the Logo and your use thereof, and you further agree that neither the City of Belle Isle nor the Related Parties will be liable for any direct, indirect, incidental, consequential or special loss or damage suffered or incurred by you, even if the City of Belle Isle or any of the Related Parties has been apprised of the likelihood of such loss or damage occurring.
  
11. This Agreement shall be governed by and construed according to the laws of the State of Florida and the United States of America.

I agree to the above conditions.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company or Organizational Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

