

LOGO USE AGREEMENT
BETWEEN
CITY OF WAUWATOSA
AND
MIDWEST RENEWABLE ENERGY ASSOCIATION

THIS AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2024, between the CITY OF WAUWATOSA, a Wisconsin Municipal Corporation (hereinafter "CITY"), and Midwest Renewable Energy Association, a nonprofit corporation of Wisconsin (Hereinafter "Licensee"). CITY and Licensee enter into his agreement consistent with their charitable missions relating to climate change.

LICENSE. (a) CITY grants to Licensee a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license (the "License") to use the City's logo as set forth in Exhibit A (the "Logo") for the limited purpose of identifying CITY as a sponsor of Solar Group Buys in and around WAUWATOSA, WISCONSIN during the Term. The Logo shall not be revised or altered from the form provided in any way and must be displayed in the same form (and colors, if applicable) as provided by CITY.

(b) The Licensee acknowledges CITY's ownership of the Logo, the value of the goodwill associated with the Logo and the validity of the City's rights in the use of the Logo and will take no action that will interfere with or diminish CITY's rights in the Logo. Nothing in this Agreement gives Licensee any right, title or interest in the Logo. Licensee will not use, nor permit the use of, the Logo in any manner not expressly permitted by this Agreement. Licensee shall employ best efforts to use the Logo in a manner that does not derogate from CITY's rights in the Logo and does not in any way disparage or injure CITY's reputation for high quality.

(c) Upon request, the Licensee will supply CITY, at no cost and with no obligation to return, suitable specimens or evidence of its use of the Logo to verify compliance with this Agreement. Licensee will remedy any material deficiencies in its use of CITY's Logo upon notice from CITY.

2. TERM. The term of this Agreement (the "Term") commences upon the date set forth above and terminates on the ____ day of _____, 202__, unless earlier terminated for any reason by CITY.

3. NO ENDORSEMENT. Nothing herein shall create or imply an endorsement of Licensee by CITY or any of its related entities. Licensee shall not describe its relationship with CITY as an endorsement by CITY or any of its related entities on its packaging, in its promotional materials, in its advertisements, or in any other communication. In addition, Licensee shall not use the Logo in any advertisement or promotion that includes reference to a particular solar installer or other for-profit business.

Any printed or other use of the logo shall include a specific written statement on the same page as the logo reading as follows: *"Use of the City of Wauwatosa logo is not an endorsement of Midwest Renewable Energy Association or any private company associated with installation of products discussed in this publication."*

4. NO JOINT VENTURE. Nothing in this agreement or in its performance is intended to create an employer-employee relationship, partnership, agency, joint venture, or franchise relationship between the Parties. All activities set forth in this Agreement will be performed by Licensee and CITY as independent parties.

5. MISCELLANEOUS. This Agreement sets forth the entire understanding of the Parties concerning the matters covered hereby and supersedes any prior agreement or understanding relating to it. This Agreement will be governed by the laws of the State of Wisconsin. No Amendment will be effective except when in writing signed by both CITY and the Licensee. If any provision of this Agreement is held invalid, the other provisions will remain in full force and effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

Agreed to and Accepted by:

CITY OF WAUWATOSA

Dennis McBride
Mayor

Date:

Steven Braatz
City Clerk

Date:

Approved as to Form and Execution:

Alan Kesner
City Attorney

Date:

Contact information for notices:

City of Wauwatosa
Attention: City Attorney
7725 West North Avenue
Wauwatosa, Wisconsin 53213

E-mail: *akesner@wauwatosa.net*

Agreed to and Accepted by:

Midwest Renewable Energy Association

Title:

Date:

Contact information for notices:

Address: _____

E-Mail: _____

Exhibit A
LOGO VERSION TO BE USED AS PART OF THE AGREEMENT

