

## Use of Mark's or Logo's

For purposes of a Letter of Understanding, here are clarifications:

1. Who's involved?
  - A. An event, called "Purposeful Africa" is being planned, involving a ship which will visit various ports on the West Coast of Africa.
  - B. Living Passages (LP), is the managing company for the event called Purposeful Africa.
  - C. \_\_\_\_\_, is the Participating Supporter, (PS) entering into this agreement.
  - D. Either or both LP and/or PS are occasionally referred to as a "party" or "parties."
2. Since this Letter of Understanding involves use of "property," specifically logos and similar "marks" that are used in marketing to identify owning organizations, this agreement sometimes use the terms "owner" or "sender" as the one giving permission for use and "user" or "receiver" as the one temporarily using the owner's "marks."
3. Understandings and premises
  - A. PS will be providing various in-country assistance and knowledge.
  - B. LP will mobilize and manage a ship for various ministries and churches to use.

We (LP and PS) agree to the following:

1. Marketing and Promotional Activities. Both LP and PS agree to use commercially reasonable efforts to market and promote mobilizing a ship to West Africa.
2. Trademarks
  - 2.1 Materials. Each party will provide the other party with electronic files containing trademarks, logos, and trade names and giving permission for the receiving party to use those specific files for marketing and promoting Purposeful Africa.
3. In using the materials described in 2.1, each party will comply with any trademark usage guidelines that the sending party may communicate to the receiver from time to time. The receiver will provide sender with copies of any materials bearing any of the sender's marks as requested by the sender from time to time. If compliance requirements are found to be missing or inappropriate, the receiver will fix the problem promptly upon request. Use of these marks, other than for the specific purpose agreed to here, is of course not allowed and the receiver now agrees to abide by that restriction.
4. Disclaimer: Neither LP nor PS agrees to anything not described in this formal agreement.
5. Indemnification. Except as mentioned in this agreement, neither party shall have any obligations to indemnify the other party. Each party agrees to indemnify and hold harmless the other party from and against any and all claims, damages, liabilities, losses, judgments, costs, and attorneys' fees arising directly out of, or relating to gross negligence or willful misconduct in engaging in the marketing and promotional activities for Purposeful Africa.
6. This agreement is in effect upon the signing by both parties and terminates at the conclusion of the event described as Purposeful Africa. Either party may cancel this Letter of Understanding by sending written notice of the cancellation to the other party. The cancellation would go into effect thirty (30) days after the written notice is sent or as soon as marks could be removed, whichever is first.

Organization: \_\_\_\_\_ Approver: \_\_\_\_\_ Date: \_\_\_\_\_

