

Maine Semiquincentennial Commission Logo Use

Application & Licensing Agreement

The Maine Semiquincentennial Commission is excited to share our logo with you for no cost, and we hope to see it featured in all corners of Maine! Use the logo to identify new and exciting events as part of the commemoration and co-branding your existing events!

Once you complete this form and agree to the terms and conditions, we will begin processing your application. You'll receive an email that will provide access the logo files. Be sure to save that email so you can continue to access the files.

1. Are you responding as a representative of an organization, or as an individual? Check appropriate box:

- ☐ Organization
- ☐ Individual

2. Name (organization or individual):

3. Website (if your organization does not have a website, or if you are responding an individual, please respond N/A):

4. The Maine county you or your organization are in. Check appropriate box:

- ☐ Androscoggin County
- ☐ Aroostook County
- ☐ Cumberland County
- ☐ Franklin County
- ☐ Hancock County
- ☐ Kennebec County
- ☐ Knox County
- ☐ Lincoln County
- ☐ Oxford County
- ☐ Penobscot County
- ☐ Piscataquis County
- ☐ Sagadahoc County
- ☐ Somerset County
- ☐ Waldo County
- ☐ Washington County
- ☐ York County
- ☐ Multiple Counties
- ☐ Statewide

5. The tourism region of Maine you are in (Reference [this map](#) to learn about Maine's tourism regions):

- ☐ Aroostook County
- ☐ Maine Highlands
- ☐ Kennebec & Moose River Valleys
- ☐ Downeast & Acadia
- ☐ Maine Lakes & Mountains
- ☐ Mid-Coast
- ☐ Greater Portland & Casco Bay
- ☐ Maine Beaches
- ☐ Statewide

6. Email address where logo should be sent:

Logo Use Details

7. How do you plan to use the Maine Semiquincentennial Commission logo? Check all that apply:

- ☐ Educational Purposes
- ☐ Commercial Purposes
- ☐ For Programs or Events
- ☐ Other

Maine Semiquincentennial Commission Logo Licensing Agreement

Please Read the Terms and Conditions and Sign Below

Maine Semiquincentennial Commission – Brand Licensing Program

This Agreement is between Maine Department of the Secretary of State, Maine State Archives (the “Department”) and the person or entity identified in this Agreement as “Licensee.”

The State is the owner of trademarks identified in Exhibit A (“Maine Semiquincentennial Commission Logo”).

The “Effective Date” is the date the State approves this Agreement with Licensee.

The “Licensee” is the signer of this agreement.

Definitions

- “Maine Semiquincentennial Commission” or “the Commission” was established in state law in 2023. Housed within the Maine Department of the Secretary of State, Chapter Resolve 126 states the Commission “shall develop and coordinate the commemoration of the 250th anniversary of the founding of the United States of America, referred to in this resolve as ‘the commemoration,’ through educational and historical events, activities and programs throughout the State.” Read the [full authorizing legislation](#).
- “Application” means the online application for use of the Maine Semiquincentennial logo.
- “Brand Standards” means the State’s parameters for the use of the Maine Semiquincentennial Commission logo, available at: INSERT LINK
- “Goods and Services” means goods and services, identified in the Application, distributed, sold, or offered for sale or distribution by Licensee that meet the Qualification Requirements for the Maine Semiquincentennial Commission logo.
- “Governmental entity” means the state and any state agency or institution, including the judicial department, county, city and county, incorporated city or town, school district, special improvement district, authority, and every other kind of district, instrumentality, or political subdivision of the state organized pursuant to law.
- “Mission” means the Commission’s mission to develop and coordinate the commemoration of the 250th anniversary of the founding of the United States of America, referred to in the resolve as ‘the commemoration,’ through educational and historical events, activities and programs throughout the State.
- “State” means the State of Maine.

NOW, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the State and Licensee agree as follows:

Qualification requirements

LICENSEE REPRESENTS THAT ALL OF THE QUALIFICATION REQUIREMENTS BELOW ARE MET:

(a) Goods and Services sold, offered for sale, advertised, or promoted using the Maine Semiquincentennial log, and advertising and promotions related to such Goods and Services, are not fraudulent, counterfeit, threatening, intimidating, abusive, libelous, defamatory, obscene, pornographic, or illegal and would not give rise to criminal or civil liability; and

(b) Goods and Services sold, offered for sale, advertised, or promoted using the Maine Semiquincentennial logo, and advertising and promotions related to such Goods and Services, comply with all local, state, and federal laws, rules, and regulations.

1. Grant of License

1.1 Subject to the terms and conditions of this Agreement, the State hereby grants to Licensee a fully paid, royalty free, limited, nonexclusive, revocable, terminable, nontransferable, nonsublicensable license to use the Maine Semiquincentennial logo in connection with the sale, offering for sale, advertising, and promotion of the Goods and Services during the term

of this Agreement for the sole and limited purpose of indicating that the Goods and Services have met the requirements to use the Maine Semiquincentennial logo. The State reserves unto itself, its successors and assigns any and all other rights not specifically and expressly granted in this Agreement. The State may add, modify, update, and amend the Maine Semiquincentennial logo from time to time. This license is specifically limited to use by Licensee of only the Maine Semiquincentennial logo and only in connection with the Goods and Services identified in Licensee's Application.

2. Changes, Deletions or Additions

- 2.1 During the term of this Agreement, Licensee may request changes to the Goods and Services. All requests for changes to the Goods and Services shall be made in the manner specified by the State and become effective only after Licensee has received written consent from the State.

3. Ownership of the Maine Semiquincentennial Logo

- 3.1 Licensee acknowledges the State's ownership of the Maine Semiquincentennial logo and agrees that it will do nothing inconsistent with such ownership rights. Licensee agrees that it will not challenge the State's title to the Maine Semiquincentennial logo or the validity of the Maine Semiquincentennial logo.
- 3.2 Licensee acknowledges that the State may seek to register the Maine Semiquincentennial logo with the United States Patent and Trademark Office, the Maine Secretary of State, or other such authorities. Licensee agrees not to interfere with or challenge such applications to register the Maine Semiquincentennial logo. Licensee also agrees not to attempt to register the Maine Semiquincentennial logo or any derivation of the Maine Semiquincentennial logo as its own trademark.
- 3.3 Licensee agrees that any and all goodwill arising from Licensee's use the Maine Semiquincentennial logo shall inure solely to the benefit of the State, its successors and assigns. Licensee agrees that it will not assert any claim to such goodwill, either during or after the term of this Agreement, and that it will not take any action that could be detrimental to the goodwill associated with the Maine Semiquincentennial logo or to the State.
- 3.4 Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Maine Semiquincentennial logo or any other trademarks owned, controlled, or licensed by the State, including but not limited to the State of Maine logo or tagline, other than the right to use the Maine Semiquincentennial logo in accordance with this Agreement.

4. Qualification Requirements and Quality Control

- 4.1 Licensee agrees that to ensure the quality of the Goods and Services sold, offered for sale, advertised, or promoted, under the Maine Semiquincentennial logo, Licensee must at all times continue to meet the Qualification Requirements.
- 4.2 The State has the right to inspect Licensee's use of the Maine Semiquincentennial logo and the Goods and Services being sold, offered for sale, advertised, or promoted using the Maine Semiquincentennial logo by giving written notice to Licensee's designated contact person. Within 30 days of such notice, Licensee will provide to the State samples of all materials requested by the State.
- 4.3 If Licensee violates the Brand Standards, fails to meet the Qualification Requirements, or breaches any term of this Agreement, the State may 1) require additional information from

Licensee, 2) require changes to ensure compliance with the Brand Standards, the Qualification Requirements and the terms of this Agreement, 3) require that Licensee cease use, display, and distribution of Goods and Services, advertising, and promotion, using the Maine Semiquincentennial logo, and/or 4) terminate this Agreement.

5. Form of Use and Restrictions

5.1 Licensee agrees to comply with the Brand Standards, which the State may update from time to time. Updated Brand Standards will be published on the State's website at the address provided above. Licensee agrees to comply with any changes to the Brand Standards within 30 days after 1) updated Brand Standards are published, or 2) Licensee becomes aware of such changes, whichever is earlier.

5.2 Licensee agrees not to:

- a) Use the Maine Semiquincentennial logo in connection with any goods or services other than the Goods and Services agreed to in writing by the State. If Licensee desires to use the Maine Semiquincentennial logo for goods and services other than those reported in its Application, it must provide notice to the State at the email address provided below.
- a) Use any other trademark, service mark, trade name, logo, design or symbol in combination with the Maine Semiquincentennial logo, other than as permitted by the Brand Standards.
- b) Make any updates, changes, or modifications to the Maine Semiquincentennial logo.
- c) Use or adopt a trademark, service mark, trade name, logo, design, or symbol, that is confusingly similar to the Maine Semiquincentennial logo.
- d) Use the Maine Semiquincentennial logo as a trademark or service mark, for example as a brand name or logo for Licensee's Goods and Services.
- e) Use the Maine Semiquincentennial logo to indicate, whether expressly or impliedly, any sponsorship, affiliation, agency, partnership, employment, endorsement, or approval of the Licensee or the Goods and Services by or with the State or any other governmental entities in Maine.
- f) Use the Maine Semiquincentennial logo in any way that the State in its sole discretion deems disparaging, false, misleading, or disrespectful to the State or the Commission's Mission.
- g) the Maine Semiquincentennial logo in connection with any activity that the State in its sole discretion deems to be threatening, intimidating, abusive, libelous, defamatory, obscene, pornographic, or illegal.
- h) Use the Maine Semiquincentennial logo in connection with a violation of the Maine Unfair Trade Practices Act (5 M.R.S.A. ch. 10), Maine antitrust laws (10 M.R.S.A. ch. 201) or any other local, state, or federal law or regulation that has the purpose or effect of protecting consumers.

5.3 Licensee shall use the Maine Semiquincentennial logo only on or in connection with Goods and Services that fully comply with all local, state, and federal laws, rules, and regulations.

6. Term and Termination

6.1 This Agreement begins on the Effective Date and continues until December 31, 2026 (the "Termination Date") unless terminated earlier. If Licensee wishes to renew its License after the Termination Date, it may contact the State at the email address provided below.

6.2 The State has the right to immediately terminate this Agreement if the Licensee 1) provides incorrect, false, fraudulent, misrepresented, or misleading information in its Application, 2) does not comply with the Qualification Requirements or the Brand Standards, 3) dissolves, liquidates, or becomes insolvent, or if any action is filed or commenced by or against Licensee under any state or federal bankruptcy, insolvency, or debtor relief law; or 4) notifies the State that it intends to terminate the Agreement.

6.3 The State has the right to immediately terminate this Agreement after receiving a claim from a third party that one or more Maine Semiquincentennial logos infringes the rights of a third party.

6.4 The State has the right to terminate this Agreement 30 days after notifying Licensee that Licensee breached any term in this Agreement. If Licensee cures the breach within 30 days of receiving such notice, the Agreement remains in effect.

6.5 The State has the right to terminate this Agreement, for any reason or no reason, 60 days after notifying Licensee of the State's intent to terminate this Agreement.

7. Effect of Expiration or Termination

7.1 Termination is without prejudice to any remedy the State has against Licensee for any breach of this Agreement.

7.2 Upon expiration or termination of this Agreement, Licensee agrees to discontinue immediately all use of the Maine Semiquincentennial logo and any confusingly similar marks, logos, designs, trade names, or terms, to cooperate with the State to verify Licensee's compliance, to delete all electronic copies of the Maine Semiquincentennial logo, and to destroy all tangible items bearing the Maine Semiquincentennial logo.

8. Infringement and Enforcement

8.1 Licensee agrees to notify the State of any unauthorized or improper use of the Maine Semiquincentennial logo or confusingly similar marks by others whenever such use comes to Licensee's attention. The State has the sole right and discretion to investigate any allegations of unauthorized or improper use of the Maine Semiquincentennial logo, to address such allegations in any manner, to bring infringement, unfair competition, or dilution proceedings involving the Maine Semiquincentennial logo, to enforce the terms of this Agreement with respect to use of the Maine Semiquincentennial logo, and to police internet usage of the Logo. Licensee has no rights to enforce the Maine Semiquincentennial logo.

9. Representations and Warranties

9.1 OTHER THAN THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE STATE MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WITH RESPECT TO THE MAINE SEMIQUINCENTENNIAL COMMISSION LOGO OR ANY RIGHTS THEREIN, WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL OR IN WRITING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NON-INFRINGEMENT, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND THE SAME ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR ANY EXPLICIT STATEMENT IN THIS AGREEMENT, THE STATE MAKES NO REPRESENTATION OR WARRANTY AS TO THE RIGHT TO USE THE MAINE SEMIQUINCENTENNIAL COMMISSION LOGO AND LICENSEE ASSUMES ALL RISK AND LIABILITY WITH RESPECT TO ITS USE OF THE MAINE SEMIQUINCENTENNIAL LOGO.

9.2 Licensee represents and warrants that 1) it has the right to and is authorized to enter into this License Agreement, 2) it will comply with all laws applicable to Licensee's business and the Goods and Services sold, offered for sale, advertised, or promoted by Licensee in association with the Maine Semiquincentennial logo, 3) Licensee and its Goods and Services meet the Qualification Requirements for the Maine Semiquincentennial logo, and 4) Licensee will not violate or infringe the rights of any person, entity, or estate in connection with its use of the Maine Semiquincentennial logo.

10. Indemnification and Limitation of Liability

10.1 Licensee hereby agrees to defend, indemnify and hold harmless the State from any and all obligations or liabilities, including without limitation, any and all claims, losses, damages, injuries, objections, assertions, costs, and expenses (including reasonable attorney's fees), or suits challenging or arising out of 1) the offering for sale, sale or advertisement of the Goods and Services in association with the Maine Semiquincentennial logo, or 2) death, bodily harm or damage to property, whether tangible or intangible, caused by Licensee or resulting from the Goods and Services.

10.2 THE STATE SHALL NOT BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS.

11. Miscellaneous Provisions

11.1 Entire Agreement. This Agreement is an integrated document, represents the entire agreement between the parties, and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the licensing of the Maine Semiquincentennial logo to Licensee. Any changes, modifications, or amendments shall be in writing and signed by both parties except for unilateral changes made by the State as permitted by this Agreement.

11.2 Severability. If any provision of this Agreement is finally determined to be unlawful or invalid, that provision shall be deemed to be severed from this Agreement, but every other provision remains in full force and effect.

11.3 Independence of the Parties. Neither of the parties shall by this Agreement become an agent, employee, joint venturer, or partner of the other party for any purpose. This Agreement is not a franchise and does not create a franchise.

11.4 No Waiver. No modification or waiver by a party of its rights under this Agreement is effective unless it is in writing. No failure to exercise or delay in exercising any rights under this document will operate as a waiver of those rights. No waiver of any default under this document shall constitute a waiver in respect of any default previously or later occurring.


11.5 Accumulation of Remedies. All remedies available for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.6 Assignability. This Agreement inures to the benefit of the State, its successors, and assigns, but is personal to Licensee and is not assignable or transferrable by Licensee without prior written consent of the State. Any attempted transfer without such consent, including a transfer in connection with a merger, acquisition, change in control, or by operation of law, shall be deemed null and void.

11.7 Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of Maine, without regard to any conflict of laws principles. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Maine and exclusive venue shall be in the City of Augusta and Kennebec County.

11.8 Headings. The headings and captions of this Agreement are inserted only for convenience of the parties and shall not be construed to affect the interpretation of the provisions hereof.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

11.10 Notices. All notices to Licensee shall be sent to the email address provided by Licensee in its Application. All notices to the State shall be sent to  am250co150contactus@state.co.us.

11.11 Survival. The provisions of paragraphs (including sub-paragraphs): Ownership of the Logo, Representations and Warranties, Indemnification and Limitation of Liability, and Miscellaneous Provisions survive the expiration or termination of this Agreement.

Exhibit A – Maine Semiquincentennial Logo



I agree with the terms and conditions listed above.

By signing my name here, I confirm that I am 18 or older and that I have read and agree to the terms and conditions of the Maine Semiquincentennial Commission logo Brand Licensing Program. I also agree to follow the Brand Standards and not to share the access link or logo files with anyone else. If other entities are interested in accessing the Maine Semiquincentennial Commission logo, please encourage them to visit the website and fill out this form for access.

Signature:

Print Name:

Date: