

COPY

## LICENSE AND AGREEMENT TO USE THE GO TEXAN CERTIFIED RETIREMENT COMMUNITY CERTIFICATION MARK

This license agreement ("Agreement") is made and entered into by and between the Texas Department of Agriculture, referred to as "TDA," of 1700 N. Congress Ave., 10th Floor, Austin, Texas, 78711 and

### Polk County, Texas

(full legal business name of applicant/member, including DBA if applicable),

referred to as "Licensee," of

**101 W. Church Street, Suite 300**

**Livingston, Texas 77351**

(physical address of applicant/member)

WHEREAS, TDA is the owner of the Go Texan Certified Retirement Community certification mark (the "Mark"), USPTO registration number 3803593, which TDA uses in connection with its Go Texan Certified Retirement Community Program ("CRC") and other CRC-related activities to promote Texas as a retirement destination and encourage tourism to evaluate Texas as a retirement location or to visit those who have chosen to retire in Texas; and

WHEREAS, Licensee wishes to use the Mark in connection with its efforts to promote a CRC community and related tourism; and

WHEREAS, TDA is willing to grant Licensee the right to use the Mark in connection with Licensee's efforts to promote a CRC community and related tourism, subject to the terms and conditions set forth in this Agreement:

1. TDA hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free license to use the Mark and Licensee agrees to use the Mark as displayed below. Such use is permitted only in accordance with this Agreement.
2. Licensee will place the Mark only on the following:



- (i) billboards, posters or signage; (ii) flyers or brochures; (iii) advertisements in print media; (iv) Web sites; (v) marketing and promotional give-away items; (vi) video or video content that has been approved by TDA. Licensee agrees to furnish TDA with an accurate representation of any material bearing the Mark, at no charge.

3. Licensee may provide the Mark to third parties only in connection with Licensee's rights to use the Mark under this Agreement. Licensee accepts responsibility for any misuse of the Mark by third parties who obtain the Mark and Tagline from Licensee.

4. Licensee agrees that any use of the Mark shall be of high standard, and Licensee shall conform to any standards that may be set from time to time by TDA.

5. Licensee agrees that nothing contained in this Agreement is intended as an assignment or grant to Licensee of any right, title or interest in or to the Mark or the goodwill attached to the Mark.

6. TDA represents to Licensee that it has the right to license the use of the Mark to Licensee in accordance with the terms of this Agreement. Licensee represents and warrants that it has authority to enter into this Agreement. Licensee represents that the authorized person signing below has authority to bind Licensee to this Agreement.

7. Licensee will not attack the title of TDA to the Mark or attack the validity of any CRC license and agreement to use the Mark.

8. Any and all use of the Mark as allowed hereunder shall inure solely to the benefit of TDA and other licensed users.

9. Licensee agrees that any use of the Mark shall only include the display of the Mark in its entirety, separate and distinct from any other displayed images.

10. Licensee agrees that any use of the Mark shall not include the superimposition of a frame, an image, images, content, graphics or border on top of or surrounding the Mark. In order to ensure consistency and conformity in use of the Mark, Licensee agrees to submit any proposed depiction, display or use of the Mark to TDA for approval, prior to Licensee's use of the Mark. TDA has the sole right to approve any proposed depiction, display, or use of the Mark, and TDA's decision with respect to these matters is final.

11. At TDA's direction, Licensee and any authorized third party shall include on all items bearing the Mark the following legal notice: "Go Texan Certified Retirement Community" is a certification mark of the Texas Department of Agriculture.

12. Other than approved uses of the Mark, Licensee shall use no statement of affiliation or endorsement by the State of Texas or TDA, unless permission for such use or statement has been separately granted.

13. TDA may terminate this Agreement and all of Licensee's rights to use the Mark upon written notice to Licensee (i) if Licensee breaches any terms of this Agreement, (ii) if any of Licensee's employees, representatives, agents or assigns uses the Mark outside of the scope of this Agreement, (iii) if TDA determines that, in connection with the use of the Mark, Licensee or any of its employees, representatives, agents or assigns has engaged in conduct that is unprofessional, dangerous, offensive to the public, discriminatory or otherwise detrimental to the CRC program, or (iv) for convenience.

*Agreement is continued on back for required signature.*

14. This Agreement and all rights and licenses granted shall expire on either the cessation of the CRC program or termination or expiration of Licensee's certification in the CRC program, whichever occurs first.

15. TDA shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the use of the Mark.

16. This Agreement is governed by the laws of the State of Texas.

Please note that this license agreement must be signed by a person who is legally authorized to contractually bind the Licensee to TDA.

**Texas Department of Agriculture**

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Rick Rhodes  
Assistant Commissioner  
Rural Economic Development

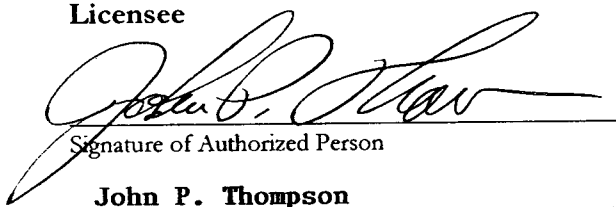
One of the benefits of the Go Texan Certified Retirement Community Program (CRC) certification is having access to the CRC certification mark to use on your marketing and promotional materials. If you wish to use the certification mark to tap into the high profile of CRC you will need to complete, sign and return this license agreement to the Texas Department of Agriculture. Please mail the executed license agreement to the following address:

**Texas Department of Agriculture**  
Rural Economic Development Division  
P.O. Box 12847  
Austin, Texas 78711-9942

*TDA will review your license agreement when it is received. Upon approval, TDA will provide the CRC certification mark in the manner requested at right.*

For more information, visit our Web site at [www.texasagriculture.gov](http://www.texasagriculture.gov) or [www.retireintexas.org](http://www.retireintexas.org)  
Voice (800) 735-2988/TTY (800) 735-2989

**Licensee**

  
\_\_\_\_\_  
Signature of Authorized Person  
**John P. Thompson**  
\_\_\_\_\_  
Printed Name of Authorized Person

**County Judge**  
\_\_\_\_\_  
Title of Authorized Person

**We provide the CRC certification mark in three color formats; two-color, black and white. The mark is also provided in EPS, JPG, TIF and WMF image formats. Please select the delivery method you would prefer to receive the mark:**  
 E-mail attachment (using the e-mail address provided below)  
 On disk via mail (using the mailing address provided below)

**Jan** **Shandley**  
\_\_\_\_\_  
First name M.I. Last name  
**Polk County Judge's office**  
**101 W. Church Street, Suite 300**  
\_\_\_\_\_  
Mailing address

**Livingston** **Texas** **77351**  
\_\_\_\_\_  
City State Zip  
**936-327-6813** **jan.shandley@co.polk.tx.us**  
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Phone E-mail