



LICENSE AGREEMENT

This agreement is between the Better Business Bureau and

Toledo Area Ministries (Charity)
for use of the Better Business Bureau's Accredited Charity Seal.

The Better Business Bureau evaluates local charities for compliance with its comprehensive accountability standards and is authorized to license the Seal, designed to assist donors in making informed giving decisions, to local charities that meet those standards. The Charity is qualified for the Seal, seeks a license to use the Seal and accordingly agrees to the following terms and conditions:

1. DEFINITIONS

- A. *Seal* means the trademark owned by the Council of Better Business Bureaus, Inc. and may be modified from time to time.
- B. *Standards* means the current Better Business Bureau Standards for Charitable Accountability and may be modified from time to time.

2. GRANT

- A. The Better Business Bureau grants the Charity, except for affiliates not evaluated by the Better Business Bureau, a nonexclusive, non-assignable and non transferable license to use and display the Seal as described below.
- B. The Charity agrees to use the Seal only as set forth in this Agreement. Nothing in this Agreement, or in the Charity's use of the Seal, will give the Charity any right in the Seal, or in any similar marks, beyond the right granted in this Agreement.

3. USE OF SEAL

- A. **Placement.** The Charity may display the Seal in transient advertising and solicitations, including newspaper advertisements, periodicals, billboards, posters, direct mail appeals, email signatures, flyers and television ads, and in annual reports and letterhead. The Charity may also display the Seal anywhere on its website. The Seal may not be used in telephone directories, permanent handbooks and manuals, on

promotional items or in any other medium other than those specifically authorized by this Agreement.

- B. **Size.** Upon the Charity's signing of this Agreement, the Better Business Bureau will provide the Charity with a digital version of the Seal for use in non-electronic media. To maintain legibility, the height of the words "BBB" in the Seal must be no smaller than 1/8 inches tall. The Charity may change the sizing of the Seal itself, as long as it's done proportionately, and not stretched in any way to distort the image itself.
- C. **Restrictions.** Reference to the Seal, to meeting Standards, or to the Better Business Bureau in print (including contracts) or in any electronic media is prohibited without prior approval of the Better Business Bureau. The Charity may not reproduce the Seal in any other color than the ones provided by the Better Business Bureau, and is prohibited from altering the font or web address.

4. CHARITY RESPONSIBILITIES

- A. The Charity agrees that it will continue to meet Standards throughout the term of this Agreement in order to use the Seal.
- B. The Charity agrees to provide the Better Business Bureau with the uniform resource locators (URLs) where the Charity will display the Seal. If the URL changes, the Charity must notify the BBB of the new URL and of the URL of the web site that will no longer display the logo, if appropriate.
- C. The Charity agrees to provide the Better Business Bureau with samples of use of the Seal upon the BBB's request.
- D. The Charity agrees to furnish the Better Business Bureau, upon its request and within the time requested, such information as may be needed to determine the Charity's compliance with all Standards, and to provide, within the time requested, an updated questionnaire used periodically to determine compliance with Standards.

5. BETTER BUSINESS BUREAU RESPONSIBILITIES

The Better Business Bureau, through the Wise Giving Alliance, will maintain the technology to ensure the Seal clicks to a confirmation page. The confirmation page shall be located on the Better Business Bureau's website. From the confirmation page, users may click directly to the Charity's BBB Wise Giving Report.

6. FEES. The Charity agrees to pay the annual Seal license fee prescribed by the Better Business Bureau. The fee shall be due and payable within thirty days of receipt of invoice. Fees may be annually modified, and are non-refundable unless the Better Business Bureau terminates this Agreement under Paragraph 7D.

7. TERM, SUSPENSION, AND TERMINATION

- A. **Term.** This Agreement remains in effect unless terminated as provided herein so long as the annual license fee is timely paid.
- B. **Suspension.** This Agreement and the license hereunder may be suspended by the Better Business Bureau in its sole discretion if (i) the Charity fails to provide the BBB, within the required time, the

information that the BBB may request any time to verify the Charity's continuing compliance with Standards; or if (ii) the Charity fails to return within the time requested a completed questionnaire required for periodic compliance evaluations. This Agreement may also be suspended if, after receiving such information or questionnaire, the BBB determines, in its sole discretion that there are substantial questions raised regarding the Charity's compliance with Standards, and that the BBB needs further time to determine such compliance.

- C. **Termination by BBB for cause.** The Better Business Bureau may terminate this Agreement if (i) the BBB determines at any time that the Charity fails to meet all Standards; (ii) if the Charity violates any other term of this Agreement; (iii) if the Charity is declared insolvent or bankrupt; or (iv) if the Charity merges with another charity. The Better Business Bureau will provide any termination notice in writing and will deliver it by facsimile and/or regular or electronic mail to the Charity's address set forth below.
- D. **By Better Business Bureau.** The BBB may terminate this Agreement on 30 days written notice if the BBB discontinues licensing the Seal for any reason.
- E. **By the Charity.** The Charity may terminate this Agreement by written notice to the BBB delivered by facsimile and/or, regular or electronic mail to the address set forth below.
- F. **Responsibilities upon Termination.** If either Party terminates this Agreement, the Charity agrees to remove the Seal immediately from all electronic media, to discard promptly all materials bearing the Seal, and cease future use of the Seal. The Better Business Bureau will reflect the Charity's termination on the Seal's World Wide Web confirmation pages until the Charity removes the Seal from all places where used on the World Wide Web.

8. REPRESENTATIONS AND WARRANTIES

- A. Each Party represents and warrants that (i) it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) its web site(s) do not infringe any third party intellectual property rights or otherwise violate any applicable laws or regulations.
- B. The Charity warrants that it is registered to solicit for charitable contributions with state and local governmental authorities wherever the Charity engages in charitable solicitations if such registration is required.
- C. The Charity warrants that it (i) is a 501(c)(3) tax-exempt organization; and (ii) has been in business for two years or more.

9. INDEMNIFICATION. The Charity agrees to indemnify and hold the Better Business Bureau harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by the Charity of the Seal, or of any violation of the terms and conditions of this Agreement. The Charity also agrees to indemnify and hold the Better Business Bureau harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third

party claims of any fundraising in connection with the Charity's service(s) or charitable solicitations.

10. LIMITATION OF LIABILITY. The Charity agrees it will not sue the Better Business Bureau for monetary damages on any matter concerning this Agreement.

11. NOTICES. Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing, shall be sent to the addresses below and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) upon transmission if sent via telecopier and the sender has a confirmation of successful transmission; (iv) one (1) business day after deposit with a national overnight courier; or (v) upon transmission if sent via e-mail and the sender has received a verification of receipt.

12. ASSIGNMENT. The Parties agree this Agreement is non-assignable by either Party to any third party under any circumstances, including but not limited to merger, acquisition, sale or transfer by operation of law or otherwise. The Charity understands that, if it is merged, acquired or consolidated with another charity, it must inform the Better Business Bureau of this, and the new charity must qualify again for the Seal.

13. RELATIONSHIP OF PARTIES

- A. The Charity is not and shall not represent itself as an agent, representative, partner, subsidiary, joint venturer, or employee of the Better Business Bureau, nor can the Charity represent that it has any authority to bind or obligate the BBB in any manner or in any thing.
- B. Nothing in this Agreement, or in the use of the Seal itself, shall confer any endorsement or approval of the Charity by the Better Business Bureau. The Seal is intended only to convey that the Charity meets Standards.

14. ENTIRE AGREEMENT/MODIFICATIONS. This Agreement embodies the whole agreement between the Parties and supersedes any prior Agreements, understandings and obligations between the Parties. The Better Business Bureau may modify this Agreement from time to time, and shall provide written notice of any modification to the Charity, and the Charity shall be deemed to have consented to the modification if the Charity continues to use the Seal following receipt of such notice.

CHARITY NAME: Toledo Area Ministries

Street Address: 444 Floyd Street

City: Toledo State: OH Zip: 43620

Email: dpomeroy@tamohio.org Website: www.tamohio.org

Name of Contact: Donna J. Pomeroy

Title: Chief Financial Officer

Phone No.: 419-242-7401

Fax No.: 419-242-7404

Name of Contract Signatory: Donna Pomeroy

Title: Chief Financial Officer

Signature: Donna J. Pomeroy Date: 11/26/07

**BETTER BUSINESS BUREAU SERVING
NORTHWESTERN OHIO AND SOUTHEASTERN MICHIGAN**
Integrity Place
7668 King's Pointe Road
Toledo, OH 43617

Name: Gregory Heldt

Title: Director, Charity Review

Phone No.: (419) 578-6000 ex. 107

Fax No.: (419) 578-6001

Email: greg@toledobbb.org

Signature: Donna J. Pomeroy Date: 11/26/07
Gregory Heldt 11/26/07