

LICENSE AGREEMENT
CAHSAH Logo

This License Agreement ("**Agreement**") is made and entered into as of the date of their signatures below _____ ("**Effective Date**") by and between California Association for Health Services at Home, a California non-profit corporation ("**CAHSAH**"), and _____, a _____ ("**Licensee**").

1. **CAHSAH Logo License.** CAHSAH grants to Licensee a non-exclusive, non-transferrable, limited use license (the "**License**") to use the CAHSAH logo (the "**Logo**"), subject to the terms and conditions set forth in this Agreement.
2. **Conditions of License.** The License is conditioned upon Licensee satisfying all of the requirements of CAHSAH membership established by CAHSAH and maintaining such CAHSAH membership ("**Membership**"). A camera ready copy of the Logo shall be made available to Licensee upon such Licensee's Membership in CAHSAH and the execution and delivery of this Agreement.
3. **Permitted Use of Logo.** The purpose of the Logo is to identify home care organizations that are members of CAHSAH. Licensee shall use the Logo only for the purpose(s) of acknowledging Licensee's Membership in CAHSAH. Licensee's use of the Logo shall at all times be expressly limited to displaying the Logo in connection with Licensee's name on Licensee's website, stationary or brochures (collectively, the "**Licensed Use**"). The Licensed Use of the Logo shall at all times be subject to the following use restrictions and conditions:
 - a) Licensee shall not use the Logo in any way that would create the appearance that Licensee's communication is made by CAHSAH or that CAHSAH is endorsing or recommending Licensee's products or services;
 - b) Licensee's use of the Logo shall not identify Licensee as a partner or affiliate of CAHSAH or as in any kind of similar relationship with CAHSAH;
 - c) Licensee shall make no representations that CAHSAH has endorsed or recommended the quality, merchantability, fitness for any purpose of Licensee's products or services, other than Licensee's Membership in CAHSAH; and
 - d) The Logo shall not be altered in appearance in any way, except to enlarge or reduce it in size.
4. **Written Approval For Other Uses.** If Licensee desires to use the Logo other than for the Licensed Use, it must submit an exact replica of the electronic or printed material illustrating the proposed use of the Logo (the "**Material**") to CAHSAH for written approval prior to any use thereof, which approval may be granted or withheld in the sole and absolute discretion of CAHSAH. Notwithstanding CAHSAH's right to review Materials, Licensee shall be solely responsible for the accuracy of information contained in such Materials.
5. **Term.** This Agreement and the License granted to Licensee hereunder shall terminate immediately without notice upon the expiration or termination of Licensee's Membership in CAHSAH for any reason, including nonpayment of dues when and as due.
6. **Termination and Remedies.** Licensee's License to use the Logo will terminate immediately upon expiration or earlier termination of this Agreement. CAHSAH may terminate the License granted pursuant to this Agreement and the use of the Logo by Licensee at any time and without prior notice upon a breach of this Agreement. This Agreement and the License granted hereunder shall terminate upon the expiration of Licensee's Membership. The expiration or termination of this Agreement shall not relieve either party of any obligations pursuant to this Agreement, which arose on or before the termination hereof. Upon the expiration or termination of this Agreement or the License granted hereunder, Licensee shall immediately cease and desist from using the Logo and cease holding itself out as a CAHSAH member. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, CAHSAH may require Licensee to:
 - Distribute a printed retraction to all recipients of any Material found to not be in compliance with the Licensed Use permitted under this Agreement.
 - Immediately destroy any and all printed and electronic Materials that CAHSAH determines in its sole and absolute discretion to be in noncompliance with the terms and conditions of the License granted hereunder.

The parties hereto acknowledge that the Logo constitutes the property and trademark owned solely by CAHSAH, and is the valuable and proprietary property of CAHSAH and that any breach of the terms of this Agreement shall be such that CAHSAH cannot be adequately compensated by monetary damages. Thus, the parties agree that CAHSAH may pursue injunctive relief to restrain or stop any misuse or intended misuse of the Logo. In addition, CAHSAH may pursue any other remedies available to it at law or in equity in regard to any damages that it may sustain, either actual or consequential, as a result of the unlicensed use or misuse of the Logo by Licensee or any of its third parties, contractors, agents, representatives and employees.

7. **Relationship.** The relationship between CAHSAH and Licensee established by this Agreement is solely that of licensor and licensee. Neither party is in any way the legal representative or agent of the other. Nothing in this Agreement shall be construed as making a party a partner or joint venture with the other.
8. **Assignment/Successors.** Licensee shall not assign, sell, sublicense or otherwise transfer the License, the Logo or any of its rights under this Agreement to another party, or any interest therein, without CAHSAH's prior written consent. Subject to the prohibition on assignment set forth herein above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of CAHSAH and Licensee.
9. **Attorneys' Fees.** Licensee agrees to pay any and all attorney's fees incurred by CAHSAH, arising from or related to actual or threatened breach of this Agreement by Licensee, or any third parties, contractors, agents, representatives and employees of Licensee. Should any litigation be commenced arising from or related to this Agreement, the prevailing party shall be entitled to recover from the losing party attorneys' fees and costs reasonably incurred, as determined by the court, in addition to all other applicable remedies and relief, including, but not limited to, such costs and attorneys' fees incurred by the prevailing party in any appellate review of any judgment, decree, or order, whether interim or final, as may become a part of such litigation and the enforcement of any judgment or decree or order.
10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Agreement, and may not be modified except by a writing executed by both parties.
11. **Waiver.** Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof or a continuing waiver of the terms or conditions waived.
12. **Governing Law and Venue.** This Agreement shall be governed by and shall be construed and enforced in accordance with, the law of the State of California (the "State"), without regard to its law relating to the conflicts of laws. This Agreement shall be deemed to have been entered into in the State regardless of whether Licensee performs services within or outside said State. The parties hereby consent to jurisdiction and venue, for any matter relating to this Agreement with the Superior Court of Sacramento County, California, and hereby waive any right either may have to assert the doctrine of forum non conveniens or to object to such venue.
13. **Counterparts.** This Agreement may be executed in counterparts, all of which taken together, shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original signature.
14. **Survival.** The rights and remedies of CAHSAH and the restrictions and limitations on the use of the Logo shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their signatures.

CAHSAH:

California Association for Health Services at Home, a California nonprofit corporation

By: _____

Its: _____

Date: _____

LICENSEE:

Name of Organization:

By: _____

Its: _____

Date: _____

Address: _____

City: _____

State: _____ Zip: _____

Email: _____

Please review and complete the CAHSAH Logo License Agreement. Fax signed copy to 916-641-5881.