



**Northeast Alberta Food Marketers
Association**

Box 1484

St Paul, Alberta T0A 3A0

info@nafma.ca

www.nafma.ca

Member Application

The Northeast Alberta Food Marketers Association is a non-profit membership-based organization formed to develop and promote a marketing advantage for the northeast food sector. As a member of this dynamic group, you can assist in building a strong, consistent regional profile for the regional food movement.

Name _____

Business/Organization _____

Title _____

Address _____

City _____ Postal Code _____

Work Phone _____ Fax _____

Web Site _____

Email _____

New / Renewal

Association Fee:

Membership Fee: \$ 100 per year.

- I'm enclosing a cheque payable to the Northeast Alberta Food Marketers Association, and sending to the address above.
- Please invoice our organization.

Signature _____ Date _____

- I would like to start using the Northeast Alberta Food Marketers Association Logo and have filled out the License Application to Use the logo.

THIS AGREEMENT made as of the ____ day of _____ A.D. 20____. **BETWEEN:**

Community Futures St. Paul – Smoky Lake Region

of Box 1484 (4802 50 Ave)
St. Paul, Alberta, T0A 3A0
(hereinafter referred to as the "Owner")

OF THE FIRST PART,

- and -

OF THE SECOND PART.

LICENCE AGREEMENT NARRATIVE

Whereas the Owner has rights to the trademark **REGIONALLY GROWN & PROCESSED A NORTHEAST ALBERTA FOOD PRODUCT & Design** which is protected by Canadian Trademark Application 1,435,490 (hereinafter referred to as “the Trademark”) and the User wishes to acquire non-exclusive rights to use the trademark in association with the production, raising, growing and/or processing of food from Lac La Biche County, Smoky Lake County, the Municipal District of Bonnyville, County of St. Paul, Lamont County, County of Two Hills and Country of Vermilion River (hereinafter collectively referred to as “the Territory”) for the purposes listed in the services on the application of the Trademark.

And Whereas the Owner is entitled to compensation from the execution date of this License Agreement (hereinafter referred to as the "Agreement").

1 LICENSE RIGHTS AND CONDITIONS

1.1 Subject to the terms and conditions of this Agreement and during its term, the Owner hereby grants to the User a non-exclusive license to use the Trademark in association with goods and services from the Territory for the purposes listed in the services on the Canadian trademark application.

1.2 The User will undertake not to use the Trademark, whether by itself or as part of any other identification or name, unless the goods are produced, grown, raised or processed and the services performed in the Territory in accordance with the guidelines approved by the Owner.

1.3 The User shall use the Trademark precisely as specified by the Owner and shall observe any reasonable directions given by the Owner, as to colours and size of the representations of the Trademark and the manner and disposition thereof on goods and services.

1.4 The Trademark shall be composed of the design as shown in the Schedule "A", together with a statement making it clear that the User is a licensee of the Trademark.

1.5 The User shall not use in its business any other trademarks so resembling the Trademark as to be likely to cause confusion or deception.

1.6 The User will from time to time on request supply at its own cost random samples of business cards, letter head, advertisements, and other promotional materials to the Owner and the Owner may on reasonable notice during business hours by its authorised representative visit the business premises of the User for the purpose of inspecting the goods and/or services of the business being used in association with the Trademark.

2 TERM AND TERMINATION

2.1 The term of this Agreement shall commence on its Effective Date and is indefinite, unless it terminates earlier by operation of law or by acts of the parties in accordance with the terms of this Agreement.

2.2 This Agreement may be terminated for cause by the Owner if:

- 2.2.1 The User fails to make the pay the annual fee in a timely fashion;
- 2.2.2 The User uses the Trademark in association with goods or services imported from outside the Territory; or
- 2.2.3 The User breaches any other material portion of this Agreement.

2.3 The Owner shall give the User written notice of termination prior to terminating this Agreement for cause. The notice shall state the cause (s) for termination and the procedures, if any, the User must follow to prevent the termination. The User shall have thirty (30) days after the effective date of the notice to remedy the stated cause(s) for termination, according to the

procedures stated, otherwise this Agreement and all rights granted to User, shall automatically terminate at the end of the thirtieth (30th) day.

2.4 The Owner or User may terminate without cause by giving written notice of termination ninety (90) days prior to terminating this License Agreement.

2.5 In the event the User ceases conducting business in a normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute of any province or country relating to insolvency or the protection of creditor rights, this Agreement shall immediately and automatically terminate at the occurrence of any such event.

2.6 The User shall pay all payments due the Owner accrued or accruable for payment prior to or after termination, and all such payments accruable prior to termination shall become immediately due and payable at the time of termination.

2.7 Should this Agreement be terminated for any reason the User shall cease all use of the Trademark.

3 FEES

3.1 In consideration for the license granted in this Agreement, the User shall pay to the Owner, in the manner designated below, an annual fee, set out in Schedule "B", to the Owner, subject to this Agreement.

3.2 The annual fee will be for the twelve month period following the effective date of this Agreement.

3.3 The User shall continue to pay annual fees under this Agreement on the anniversary of the effective date of this Agreement until it is terminated by either party.

3.4 The Owner shall give the User ninety (90) days notice of any increase in the annual fee.

4 PAYMENTS AND REPORTS

4.1 Unless otherwise specified in this Agreement, all payments due the Owner under this Agreement shall be paid within thirty (30) days of the User incurring the obligation to pay such amounts.

4.2 All such payments shall be remitted to the Owner's address given in the notification provision of this Agreement or to such other address as the Owner shall direct.

4.3 The User shall pay to the Owner a late fee of fifteen percent (15%) of any payment required under this Agreement, if the payment is made more than fifteen (15) days late. Such late fee shall be paid within thirty (30) days after the date on which the required payment was due. In addition, the User shall pay to the Owner interest on any amounts not paid when due. Such interest will accrue from the fifteenth (15th) day after the payment was due at a rate of two percent (2%) above the daily prime interest rate, as determined by The Bank of Canada, on each day the payment is delinquent, and the interest payment will be due and payable on the first day of each month after interest begins to accrue, until full payment of all amounts due the Owner is made.

4.4 The Owner's rights to receive late fees, and interest or late payments shall be in addition to any other rights and remedies available to the Owner.

4.5 The User shall make payment of any amounts due the Owner under this Agreement in Canadian dollars.

5 **TRADEMARK MAINTENANCE**

5.1 The Owner shall maintain the Trademark during the term of this Agreement, by paying in a timely manner all fees and costs required.

6 **INFRINGEMENT**

6.1 Should the User become aware of any infringement or potential infringement of the Trademark, the User shall give the Owner prompt written notice detailing as many facts as possible concerning such infringement or potential infringement.

7 **GENERAL PROVISIONS**

7.1 All disputes, controversies, and claims arising between the Owner and the User arising under this Agreement shall be settled without litigation, if possible, through good faith negotiations.

7.2 This Agreement may not be assigned or transferred by the User without the prior written consent of the Owner.

8 **ENTIRE AGREEMENT**

8.1 This Agreement constitutes the entire agreement between the parties hereto and any and all previous agreements, written or oral, express or implied between the parties hereto are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims, demands whatsoever under or in respect of such agreement.

9 **GOVERNING LAW**

9.1 This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

10 **MODIFICATIONS**

10.1 This agreement may only be modified by a written addendum executed by the Owner and the User.

11 **NOTICES**

11.1 Any notice required to be given hereunder which is sent by prepaid letter post at first class rate addressed to the last known address of the intended recipient shall be deemed to have been properly given two working days after posting in accordance with Post Office Regulations. A notice addressed to a person appointed by the intended recipient to receive notices, or addressed to a person, including a Receiver or Liquidator, judicially appointed to the intended recipient, shall be deemed to have been properly addressed.

12 **SEVERABILITY**

12.1 The provisions of this License Agreement are severable; and should any provision(s) be determined, by agreement of the parties or by a court of competent jurisdiction, to be invalid, illegal or unenforceable; the parties and the court shall have the right to strike the provision(s) or modify the provision(s), within the original intent of the parties, to make the provision(s) valid and enforceable. The remainder of this License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Community Futures St. Paul – Smoky Lake Region

Per: _____

*** New Member:**

Per: _____

Director

Schedule "A"

The Logo: REGIONALLY GROWN & PROCESSED A NORTHEAST ALBERTA FOOD PRODUCT & Design



Schedule "B"

In consideration for the license granted in this Agreement, the User shall pay to the Owner an annual fee of \$100.00 to the Owner, subject to this Agreement.