



NAHMA Communities of Quality[®] Trademark Licensing Agreement

Background

A symbol and logotype are visible and important parts of the graphic standards used by an organization to identify itself, its programs, and its services. Consistent and proper use of NAHMA's Communities of Quality[®] logo conveys a specific image that its members, the affordable housing industry, and the general public carry in their minds. It is important that NAHMA present one clear, consistent look to all of its audiences, since an effective logo is one that says something about an organization's style, purpose and values.

Nationally Recognized Communities of Quality are invited and encouraged to display their designation by using the Communities of Quality (COQ) logo on their business cards, stationery, literature, advertisements, and other forms of promotion and public relations. (However, they are not permitted to use the logo on any product, or to indicate that a product is endorsed by NAHMA.) This document provides guidelines for use of the NAHMA COQ logo. COQ program participants must agree to abide by these Logo Use Guidelines to use the mark.

The NAHMA COQ logo is protected under U.S. copyright law, and is owned by NAHMA. An organization's use of the logo is an agreement with NAHMA to use the logo artwork as provided in this document. The following general guidelines apply to all of NAHMA's marks (which include NAHMA's name as well as logos).

The COQ Logos

The attached COQ logos (Addendum 1) are the property of the National Affordable Housing Management Association ("NAHMA") but may be used by the COQ program participant in accordance with the terms and conditions set forth below. Use of the logos shall constitute consideration for, agreement to, and acceptance of the following terms and conditions of this license by the user:

- 1) The COQ logos are the sole and exclusive property of NAHMA. These logos may be used only by approved COQ National Recognition and Awards program participants, if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure

by a user to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions imposed by NAHMA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by NAHMA in its sole discretion.

- 2) As set forth on the Addendum, the logos are made solely available to the approved COQ National Recognition and Awards Program participants in good standing, in electronic form in the color black. The logos may never be associated with organizations that are not approved and currently in good standing under the COQ National Recognition and Awards Program. If a COQ program participant does not renew his/her designation after its two-year duration, the participant must immediately cease all displays, reproductions, circulation, etc. of any materials containing the COQ logo or phrase Community of Quality.
- 3) The logos may not be revised or altered in any way, and must be displayed in the same form as produced by NAHMA. The logos are a single color. The logos must be printed in one solid color or in black.
- 4) The logos may be used in a professional manner on the user's business cards, stationery, literature, advertisements, Web site, or in any other comparable manner to signify the user's approved participation in the NAHMA Communities of Quality National Recognition and Awards Program.
- 5) Notwithstanding the foregoing, certain promotional materials have been designed by NAHMA for a consistent public image, such as outdoor signage and apparel, and these items are offered to program participants through an online Web store. Program participants should not create such materials (as contained in the online Web store) on their own by using the COQ logo.
- 6) In addition, the logos may not be used in any manner that, in the sole discretion of NAHMA: discredits NAHMA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between NAHMA and the user, including but not limited to any use of the logos that might be reasonably construed as an endorsement, approval, sponsorship, or certification by NAHMA of the user, the user's business or organization, or the user's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the user's products or services.

- 7) Authorized organizations are responsible for their own use of the logos, as well as use by their representatives, such as employees, properties, ad agencies, implementation contractors, etc.
- 8) Use of the logos shall create no rights for users in or to the logos or their use beyond the terms and conditions of this limited and revocable license. The logos shall remain at all times the sole and exclusive intellectual property of NAHMA. NAHMA shall have the right, from time to time, to request samples of use of the logos from which it may determine compliance with these terms and conditions. Without further notice, NAHMA reserves the right to prohibit use of the logos if it determines, in its sole discretion, that a user's logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit NAHMA or tarnish its reputation and goodwill, or the user is not an NAHMA member in good standing.
- 9) If a COQ program participant becomes aware of an unapproved or inappropriate use of the logos (for example, former approved participants in the COQ program who did not renew their participation and who thus may no longer display the COQ logos), they are requested to alert NAHMA to the unapproved or inappropriate use. NAHMA then will follow-up and address the misuse directly.
- 10) The Communities of Quality (COQ) National Recognition and Awards Program administered by NAHMA and its state, local and regional affiliated organizations (AHMAs) is an initiative that confers recognition to affordable multi-family rental housing properties that meet the COQ recognition and award criteria developed through a broad-based consensus approach by the NAHMA and AHMA membership. NAHMA and the AHMAs do not assume and hereby disclaim any and all liability to any person or entity for any claims, damages, liability or other loss including, without limitation, any liability for injury or other damage resulting from any use of or reliance on the information provided through the COQ National Recognition and Awards Program. NAHMA and the AHMAs do not make any express or implied warranties, representations or endorsements whatsoever, or in any way, regarding the properties listed as COQ National Recognition or Award Winners

Logo Violations

NAHMA actively monitors proper use of its logos. The following explains the general course of action for addressing logo violations:

- 1) Anyone who misuses the logo will be contacted in writing or by telephone.

- 2) A reasonable amount of time will be given to correct the error(s) per NAHMA's discretion. The timeframe will be dependent upon the medium in which the violation appeared and the severity of the infraction.
- 3) Follow-up will be conducted to ensure that the error(s) has been corrected. Failure to make the required changes may result in termination of an organization's participation with NAHMA and/or legal action.

Any questions concerning use of the logos or the terms and conditions of this license should be directed to the NAHMA Executive Director.

Addendum 1

Communities of Quality®

Communities of Quality

COQ

