

LICENSE AGREEMENT GOVERNING TEMPORARY USE OF TRAVEL
WISCONSIN's LOGO

This Agreement ("License") is entered into this ____ day of _____, 202__ by and between _____ (the "Licensee") and the Wisconsin Department of Tourism (the "Licensor" or "Department").

Whereas, pursuant to Wis. Stat. §15.44, the Department is an agency within the Executive Branch of Wisconsin state government, with the powers and duties codified in ch 44, Wis. Stats.; and

Whereas, the Department is responsible for marketing and promoting Wisconsin as a travel destination, and maintains Travel Wisconsin – <https://travelwisconsin.com> as its official tourism web site; and

Whereas, the Department, through Travel Wisconsin, created, maintains and uses a Travel Wisconsin logo (the "Logo"), which it owns and has the legal right to control as a trademark; and

Whereas, the Licensee approached the Department and applied for permission to temporarily use the Logo for the purpose(s) specified in the Licensee's written application to the Department, the provisions of which application are incorporated herein by reference as if fully set forth; and

Whereas, the Licensee acknowledges that the Logo is a valuable trademark owned and controlled by the Department and agrees to use the Logo only for the purpose(s) specified in the Licensee's application and only on the terms and conditions specified in this License.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties herein stipulate and agree as follows:

1. Licensee agrees that this License is for a one-year, or one-time, use without significant changes. If Licensee wishes to make significant changes to the applied for use, a new or amended License shall be required.
2. The use of the Logo is only for the use described in the application. Any other use is prohibited and shall constitute an infringement on the Department's intellectual property.
3. This limited, non-exclusive, non-transferable License is for the sole and exclusive use of the Licensee. The Licensee may not sub-license the use of the Logo without the prior written consent of the Department. Any unauthorized sub-licensing of the Logo will result in immediate termination of the License and the Licensee shall thereupon cease all use of the Logo.
4. The Licensee shall maintain the high quality of the Logo and will safeguard the established prestige and goodwill related to the Logo.

5. The Licensee shall take all necessary steps, and all steps reasonably requested by the Department, to prevent or avoid any misuse of the Logo.
6. The Licensee acknowledges that the Department is the owner of all rights, title and interest in and to the Logo, and any and all forms or embodiments thereof, and is the owner of the goodwill attached to the Logo in connection with the services for which the Logo has been and may be used.
7. The Licensee shall hold harmless the Department from any liability that results in any way from the Licensee's use of the Logo.
8. The Licensee may not use the Logo in any way or for any purpose, which the Department, in its sole discretion, determines has or could have an adverse impact on the Department's reputation or interests or the value or goodwill associated with the Logo.
9. The License does not create a partnership or agency agreement. Neither the Licensee, nor its representatives, may hold themselves out to third parties as an agent or representative of the Department, nor shall they have any authority to take any action or enter into any agreement on behalf of the Department.
10. A sample of use shall be submitted to the Department prior to the execution of this License illustrating how the Logo will be used by the Licensee.
11. The Licensee shall not:
 - a. Alter the Logo in any way.
 - b. Use any part of the Logo as part of another word.
 - c. Redesign, redraw, animate, modify, distort, or alter the proportions of the Logo.
 - d. Surround the Logo with, or place in the foreground over, a pattern or design.
 - e. Rotate or render the Logo three-dimensionally.
 - f. Add words, images, or any other new elements to the Logo.
 - g. Enclose the Logo in a shape or combine it with other design elements or effects.
 - h. Modify the size or position relationship of any element with the Logo.
 - i. Add additional copy to the Logo.
 - j. Sell or resell products or merchandise using the Logo, or compete with merchandise offered by or through the Department.
12. Violation of any provision of this License, as determined by the Department, may result in the immediate termination of the Licensee's right to use the Logo.
13. The Licensee agrees that the Department shall be entitled to immediate temporary and/or permanent injunctive relief to restrain and/or correct any violation or threatened violation by the Licensee of the terms of the License.
14. In the event of a breach of this License by the Licensee, the Licensee shall indemnify and hold harmless the State of Wisconsin, the Department, and Travel Wisconsin, and any of their officers, employees, or agents from any claims arising from the acts or omissions of the Licensee, in violation of this License.

15. The Licensee acknowledges and agrees that the improper or unauthorized use of the Logo may cause immediate and irreparable injury to the Department and Travel Wisconsin, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the Department, on its own behalf or on behalf of the affected individuals, shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available to it under this License or applicable law.
16. Termination of this License by either party shall be without prejudice to any other remedies that such party may have in law or equity. The parties shall use their best efforts to amicably resolve any dispute between them that arises from, or pertains to, this License. In the event that the parties are unable to resolve any dispute on their own and litigation becomes necessary, the parties agree that the Wisconsin state court system shall have exclusive jurisdiction over any litigation about a dispute and that any such litigation shall be commenced in the Circuit Court for Dane County, Wisconsin.
17. The parties to this License agree that Wisconsin state law shall be the choice of law to be used exclusively with respect to the interpretation of the License and any disputes or issues arising from it.
18. This License contains the entire Agreement of the parties with respect to the matters set forth herein and may only be varied or amended in a writing signed by all parties.

The Wisconsin Department
of Tourism (Licensor)

by: _____
Shane Brossard
Chief Marketing Officer
An Authorized Representative

Name of Licensee (Licensee)

by: _____
Signature

Type/print name

Title
An Authorized Representative