

Use of Jackson City Logo Policy

Purpose

To protect the City's valuable property rights inherent in the City of Jackson logo by providing for eligible uses and governing its limited use by third party entities in a professional, consistent manner.

Policy

The City of Jackson logo represents the City's distinctive brand, historic relevance, municipal governance, and public services. City logos are exclusively used for official City business, such as: City communications, merchandise, facilities, signage, events, and services.

There are limited circumstances under which third parties may be granted permission to use the City logos on a case-by-case basis for reproduction (e.g., website, publications, print material, email, products, and signage). Any use that falls outside of the policy specifications is strictly prohibited. Any assumption of use, including past usage, is unacceptable.

Procedure

1. Eligibility

To be eligible for consideration, third party entities shall meet the established criteria and have an agreement with the City as defined by this policy.

Apart from government agencies and public institutions, inaugural or one-time programs and events primarily sponsored by third parties that are unfamiliar to the City or without a direct collaborative history with the City are ineligible to use City logos. Elements of the city logo may not be isolated or used alone or in combination with any other art, symbols, or words.

These parameters help the City manage community expectations and protect the City's public image by building and assessing new relationships with third party entities over time. Permission to use the City logos is a privilege and requires direct, written City approval in every case.

2. Application

Organizations requesting permission to use the City logo or ancillary logos shall submit a written request in the attached form to the City Manager for review.

The application shall include, but not be limited to the following information: explanation of the proposed use of the City logos, how the City logos are proposed to appear, identification of project, and proposed scope of distribution.

3. Evaluation Criteria

The City Manager or his/her designee shall consider (as appropriate) any of the following criteria to evaluate the merits of the third-party entity's proposal and the City's benefits of co-branding an event or program with the third-party entity:

- Demonstrated commitment to the City's mission and values.
- Impact on City core services, operations, assets, and facility resources;
- Financial viability;
- Media exposure value for key City messages;
- Economic impact (e.g., alternative funding sources gained for City priority programming and services);
- Protection of the City's best interests in the short/long term;
- Project timelines;
- Third party entity's experience, qualifications, and reputation;
- Communications strategy;
- Other relevant criteria as determined by the City Manager or his/her designee.

4. Notice

The City Manager or his/her designee shall review all applications for approval, modification, or denial within 14 days of receiving application.

5. License Agreement

For-profit corporations granted permission to use the City logos, City insignia or images that are city properties in connection with merchandise for sale shall enter a license agreement and pay a license fee. The license fee is five percent of the gross sales amount of the first sale of all items bearing the City logo unless otherwise waived. The for-profit corporation shall register the City of Jackson as the point of sale for said merchandise.

Under certain circumstances, the City Manager or the City Attorney may require that other third-party entities or individuals granted permission to use City logos for approved activities sign an agreement accepting the City's terms and conditions.

6. Guidelines

The City Manager or his/her designee shall ensure the following guidelines are adhered to:

- Reproduction of City logos shall adhere to the City's Logo Guidelines; improper use may result in termination of logo agreement and future use of City logos.
- Third party entities must submit a pre-event copy of final artwork for approval by the City Manager.
- City logos do not imply endorsement or sponsorship of any kind.
- Unaccepted use of the City logos include:
 - Uses that advocate or promote the sale or use of tobacco, alcohol, controlled substances, firearms, or weapons;
 - Partnership agreements with retail, food or pharmaceutical establishments that may sell, in part, tobacco, alcohol, controlled substances, firearms or weapons (e.g., Walmart, Big 5 Sporting Goods) shall be permitted provided that the City's collaboration with such establishments may not relate to, advertise, or promote the prohibited items.
 - Use that promotes pornography, obscenity, indecency, or other material offensive to prevailing community standards or persons of ordinary sensibilities;
 - Use that promotes adult-oriented businesses;
 - Use that promotes religious messages or advocates or promotes religious beliefs;
 - Use to promote, or support, or in opposition to any political candidate or ballot measure;
 - Use to promote or support political messages not endorsed by the City Council; and
 - Use that in any way denigrates the City of Jackson, or its operation, officers, agents, or employees.

7. Application Form

Enclosed form is an application form. It is intended to be updated administratively as needed.



LICENSE AGREEMENT USE OF CITY OF JACKSON LOGO

Applicant's Name: _____ Date: _____

Applicant's Organization: _____

Mailing Address: _____

Contact Number: _____ Email: _____

Please **check** the applicable answer to the following questions, providing details where indicated:

- This application for permission to use the City of Jackson logo is with respect to:
 - Print marketing or promotional material; informational or educational literature (for example: advertising in a newspaper, magazine or newsletter, brochure, leaflet, poster, direct mail, etc.).
 - Electronic publications, such as a website, online newsletter, video.
 - Other: _____

Describe the purpose of the communication and the form it will take, and where & how they will be distributed:

2. The date or expected period of use of the logo is: _____

3. Number of copies of this product: _____

4. Check how the City of Jackson is connected with this program, event, or activity:

- As a primary sponsor/participant
- Through funding support
- Other (Please provide details.) _____
- City of Jackson is NOT connected with this program, event, or activity.

5. A mock-up or sample layout of the intended logo application is attached.

Yes Will be provided by (date): _____

Reviewed by the City Manager or his designee (signature): _____

Approval to Proceed Tentative Approval Denied

Comments: _____

Applicant's Name and Organization: _____

TERMS AND CONDITIONS:

The City of Jackson hereby grants to the party identified below, the "Licensee," a non-exclusive, nontransferable license and permission to use and display the City of Jackson Logo, the "Logo," subject to the following terms and conditions:

1. The Licensee shall not make any alterations to the Logo, nor adapt the Logo as part of another graphic symbol or mark, unless it has been presented approved via this agreement.
2. The Licensee shall use the Logo in accordance with the purpose set out on Page 1 of this application.
3. The Licensee shall not assign, license, or otherwise grant permission to any other person or organization to use the Logo.
4. The Licensee shall not use the Logo for any commercial purpose (products intended for sale), including but not limited to, clothing and memorabilia.
5. Use of the Logo which would express or imply an endorsement of any commercial product, service or political candidate is strictly prohibited.
6. Licensee acknowledges that the Logo is the City of Jackson property.
7. The Licensee acknowledges that the City of Jackson assumes no liability with respect to use of the Logo and agrees to hold the City harmless and indemnify the City from any and all demands or claims in connection with this License.
8. The Licensee acknowledges that use of the logo does not necessarily constitute endorsement, support, or sponsorship of the Licensee or its product or service.
9. The License shall remain in effect for a period of 60 days from the signing of this Agreement and may be extended at the sole discretion of the City, after receipt of request in writing.
10. The City of Jackson reserves the right to terminate this License immediately if there is a breach of any of the terms and conditions set forth herein.

By my/our signature(s) below, I/we agree to abide by the terms and conditions set forth herein.

(Name and Signature of Individual Representing the Licensee) Date

Resolution No. 2023-16

A Resolution of the City Council of the City of Jackson Adopting City Logo Policy

WHEREAS, the Jackson Municipal Code provides for the designation of City Seal; and

WHEREAS, the City Seal is used to certify official city records and instruments and the City Clerk is the custodian of the Seal; and

WHEREAS, the City of Jackson City Council has adopted a City Logo as a graphic symbol to identify programs, initiatives, partnerships, and sponsorships; and

WHEREAS, requests by private parties to use the City Logo have been received by city staff; and

WHEREAS, upon detailed research by city staff, it is recommended to establish a policy for logo usage to govern logo uses in a professional, consistent manner; and

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Jackson does hereby approve the following:

- a. approve the City of Jackson Use of City Logo Policy attached hereto as Exhibit A; and
- b. direct the City Manager to implement the policy.

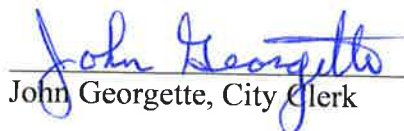
The foregoing resolution was duly introduced and adopted by the City Council of the City of Jackson on the 8th day of May, 2023 by the following vote:

AYES:	McLean, Simmons, Godde, Gonsalves, Stimpson
NOES:	None
ABSENT:	None
ABSTAIN:	None

CITY OF JACKSON


Steve McLean, Mayor

ATTEST:


John Georgette, City Clerk