

Contractor Circle

Logo use terms and conditions

Please review, complete and return this form to energySMART to receive your designated logo.



Submit completed form to:

Email:
contractors@nicorgasrebates.com

Fax:
312.755.9028

The logo use terms and conditions ("Terms and Conditions") on the following page, effective as of _____ (the "Effective Date"), set forth the obligations and responsibilities of your company (the "Company") in its use of the Nicor Gas name and the appropriate energySMART Contractor Circle logo.

► **Company details**

Company name			
Contact first name		Contact last name	
Address	City	State	ZIP code
Phone number	Email address		

By signing, I hereby affirm that I have authority to bind Company and that I have read, understand and agree to the Terms and Conditions on the following page.

Signature	Title
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Term and termination

The rights granted hereunder shall be effective as of the Effective Date and shall continue in effect until the termination or expiration of Company's enrollment or participation in Nicor Gas' Contractor Circle or upon three days prior written notice to Company by Nicor Gas or the Nicor Gas designated program administrator. When Contractor Circle membership ends, Company must stop using the marks (the "Marks") immediately and reapply for membership.

Nicor Gas shall not be responsible for any fees or costs incurred by Company in connection with these Terms and Conditions including but not limited to costs associated with Company's advertising materials (the "Advertising Materials").

License and use of marks

Subject to these Terms and Conditions, Nicor Gas grants to Company a nonexclusive, nontransferable, revocable, limited, royalty-free license to use Nicor Gas' Marks in connection with Company's Advertising Materials distributed anywhere in which Nicor Gas customers are located. Except for vendors it hires to prepare Advertising Materials, Company has no right to permit or sublicense any third party to use Nicor Gas' Marks, including, without limitation, by way of sub-license, and/or assignment or otherwise. All rights not expressly granted herein are reserved by Nicor Gas.

From time to time, Nicor Gas may develop or acquire one or more additional trademarks and service marks for use. Should Nicor Gas desire such new Mark to be subject to these Terms and Conditions, Nicor Gas will notify Company and such trademark(s) or servicemark(s) shall be considered a Mark for the purposes of and subject to these Terms and Conditions and used otherwise in accordance with Nicor Gas' instructions to Company.

Company acknowledges the ownership and/or right to use Nicor Gas' Marks by Nicor Gas. Company agrees that it will do nothing inconsistent with such ownership of Nicor Gas. For example, neither Company nor any company associated with Company will file any application for registration of a trademark or service mark that is the same as or similar to Nicor Gas' Marks. Company agrees that all use of Nicor Gas' Marks by Company shall inure to the benefit of and be on behalf of Nicor Gas. Company agrees that nothing herein or otherwise shall give Company any right, title or interest in Nicor Gas' Marks other than the license to use Nicor Gas' Marks granted pursuant to these Terms and Conditions. Company agrees that it will not challenge or attack the title of Nicor Gas to Nicor Gas' Marks or challenge or attack the validity of the license granted herein. Company agrees to assign any and all rights which Company may obtain in Nicor Gas' Marks to Nicor Gas.

In conjunction with the licenses granted herein, Company shall place such markings, notices and legends as requested by Nicor Gas for purposes of preservation of rights under patent, copyright, trademark or other proprietary rights.

Company's use of the Marks on web pages or other electronic media must include a hyperlink to the following web address: nicorgasrebates.com

Company shall not state, suggest or infer that it is endorsed or preferred by Nicor Gas.

All Advertising Materials containing the Marks, whether in print or electronic form, must be approved by Nicor Gas prior to any use, distribution or dissemination by Company. Nicor Gas may in its sole discretion disapprove of Company's Advertising Material(s), in which case Company shall revise the Advertising Materials and resubmit for Nicor Gas' approval or Company shall not use, distribute or disseminate the Advertising Materials containing Nicor Gas' Marks. Approval will only be granted for print and web Advertising Materials. Use of Marks on such things as, but not limited to, vehicles, billboards, clothing, etc. will not be approved.

Should any error or inaccuracy of information occur in Company's Advertising Materials after Nicor Gas' approval, Company shall immediately correct the inaccurate information as directed by Nicor Gas or remove the Advertising Material until corrected and approved by Nicor Gas.

Nicor Gas may request quantifiable results from the Company, such as total website hits or total emails distributed.

The license and use of Marks granted herein is subject to these Terms and Conditions, including the warranty, indemnification, termination and confidentiality provisions set forth herein.

Warranty

Company warrants that Company's use of Nicor Gas' marks will be performed in compliance with these Terms and Conditions and in compliance with all applicable local, state and federal laws, ordinances and regulations, including but not limited to advertising and solicitation laws and regulations and environmental laws or regulations. Company shall pay all fines, assessments, penalties and charges that may be assessed against it or Nicor Gas as a result of Company's failure to do so.

Other than to warrant that Nicor Gas owns and has the authority to license the Nicor Gas marks to Company, Nicor Gas makes no warranties or representations whatsoever to Company with respect to the services provided in connection with energySMART or the delivery of the services to customers under the energySMART program, and explicitly disclaims all warranties, express or implied, including the implied warranties of merchantability and fitness for a specific purpose.

Indemnification

To the fullest extent permitted by law, Company waives any right of contribution and shall indemnify, defend, and hold harmless Nicor Gas and its parent company, subsidiaries, affiliates and their respective officers, directors, agents, and employees, from and against any liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising from or related to these Terms and Conditions and Company's use of Nicor Gas' Marks. Except as may be otherwise expressly provided under the above Warranty provision or by applicable law, Nicor Gas' right to indemnification under this provision shall not be impaired or diminished by allegation, act, omission, conduct, misconduct, negligence or default (other than gross negligence or willful misconduct) of Nicor Gas or any Nicor Gas employee who contributed to or may be alleged to have contributed thereto.

Survival

Notwithstanding the expiration or termination of these Terms and Conditions, Company shall continue to be bound by the provisions of these Terms and conditions which, by their nature, survive such completion or termination.

Waiver

In the absence of a signed written waiver, none of the provisions of these Terms and Conditions shall be considered waived.

Assignment

Except as otherwise permitted herein, neither these Terms and Conditions nor any rights or obligations of Company shall be assigned or otherwise transferred without the prior written consent of Nicor Gas.

Independent parties

The relationship of Nicor Gas and Company is that of independent parties and not as agents of each other or as joint ventures or partners.