



BAND OF BROTHERS

“NO MATTER THE COST...”

www.BandofBrothers.org

To become an “Approved Band of Brothers,” please read the terms and conditions below and have an authorized representative from your organization sign and complete the information below. **Please email this form to: mdealy@foundheart.org**

Whereas the church, person, or organization named below (“Partner”) desires to utilize and license branding, logos, web-site content, and other materials owned by We Happy Few, Inc. headquartered at 15870 Open Sky Way, Colorado Springs, CO 80908 (dba “Band of Brothers”), in order to partner with Band of Brothers’ organization to promote the Partner’s mission – which Partner agrees is consistent with the following Band of Brother’s mission:

*To offer the Brotherhood of Christ to men fighting to move from success to meaning,
Addictions to freedom, and self-orientation to God’s priorities.*

Therefore, Partner hereby agrees to the following terms and conditions (“Agreement”):

1. Ownership of Intellectual Property. Partner acknowledges that the Band of Brothers’ logo, the sword-shaped Celtic cross, and the silhouette of men are trademarks of We Happy Few, Inc. (dba “Band of Brothers”). Additionally, the Band of Brothers’ poster (which includes the aforementioned trademarks) and all other content and written material on the Band of Brothers’ website (collectively the “Materials”) are the property of Band of Brothers and are protected by copyright, trademark, and other intellectual property rights pursuant to the laws of the United States and International Treaties. Accordingly, nothing herein grants nor assigns any intellectual property rights to Partner nor its members and affiliates and the Materials may not be copied, duplicated, displayed, presented, or distributed except as expressly provided herein.

2. Partner use of Intellectual Property. Partner is granted the limited right and license to use the Materials for the express purpose of promoting its ministry and its partnership with the Band of Brothers’ ministry pursuant to the following requirements.

- Partner will prominently and conspicuously display <http://www.BandofBrothers.org> each time any of our Materials are used and the display of this web domain will be placed in close proximity to the use of the Materials;
- Partner will place the following notice in the same document or medium where the Materials are used: *“The sword-shaped Celtic cross, the “Band of Brothers” logo, and the silhouette of men are trademarks of We Happy Few, Inc. (see “Band of Brothers.org).”* [Note: If, for example, you are not using “the silhouette of men” on your materials, then that description, and the description of any other trademark you are not using, may be deleted from the above notice.]
- Partner and its leadership believe our basic *Statement of Faith* as written on our website (and incorporated herein by reference);
- Partner will provide a link to the Band of Brothers’ website on your website (*i.e. BandofBrothers.org*) in the event Partner has a website; and

- Partner will not use the Band of Brothers’ logos and/or trademarks on jewelry or clothing, but instead will purchase any clothing or jewelry (if desired) from or through our Band of Brothers’ organization.

3. Termination of this Agreement. Partner will stop using our Materials and will completely and immediately remove the Materials from any collateral, website, or other use upon notice to you from our Band of Brothers’ organization if we determined (in our absolute discretion) that your use of our Materials is not consistent with the values, beliefs, and intent of our organization.

4. Miscellaneous. This Agreement constitutes the entire understanding and agreement between us with respect to the subject matter herein and supersedes all prior agreements or understandings. This Agreement may not be amended, waived or modified except by instrument in writing executed by authorized representatives of both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. A waiver of any breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. Failure to delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. The use of the term “Partner” or “partnership” in this Agreement in no way creates, constitutes nor implies a legal partnership, but is merely used to describe the person or entity that is bound by the terms of this Agreement and the limited affiliation with the Band of Brothers’ ministry as is expressly set forth herein. This Agreement shall be governed by the laws of the State of Colorado, and the exclusive venue for any dispute shall be in the state and federal courts in Colorado, except that in the event of the unauthorized or inappropriate use of the Materials an injunction proceeding may be brought in courts in your geographic and governing area.

Therefore, in consideration of the mutual promises, the sufficiency of which is hereby acknowledged, Partner hereby agrees to the terms and conditions above.

Partner (or organization) Name

Signature of Authorized Representative

Partner Address

Printed Name and Title of person signed above

Partner City, State and Zip Code

Partner Contact Name

Partner Telephone Number

Email Address of Contact Person

Date

Website Address of Partner

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