



## Unity Ministry Branding Trademark License Agreement

This Unity Ministry Branding Trademark License Agreement (Agreement) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between the Association of Unity Churches, Inc. a Georgia nonprofit corporation, DBA Unity Worldwide Ministries (UWM) and the Support Services, Inc. (collectively the licensors), and \_\_\_\_\_ (Ministry /licensee), a Unity ministry organized under the laws of \_\_\_\_\_ (U.S. state or country).

Please clearly print the new branded name of your community:

Unity \_\_\_\_\_ (This will be your new logo.)

Number of Members:  1-49  50-70  71-150  151-400  400+

### Recitals

WHEREAS, UWM's desire in the branding process is for complete transparency for all Unity Ministries.

WHEREAS, UWM considers participating Unity Ministries to be partners with UWM in this effort.

WHEREAS, to create the clearest understanding and partnership between UWM and the Ministry, UWM requests this agreement be signed by the Ministry Leader and the Ministry Chair of the Board.

NOW THEREFORE, in consideration of mutual covenants and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Standing.** The Ministry is to be in good standing with Unity Worldwide Ministries (UWM).
2. **Credentialed Leadership.** The Ministry understands to join the Unity Branding Program there must be a Unity credentialed leader (minister or licensed teacher) in good standing serving in a leadership role in the Ministry or a leader who is actively pursuing credentialing, or the Ministry is in good standing and actively seeking a credentialed leader and they have the approval of

their Regional Representative or International Association as to being in alignment with the Unity message as evidenced by:

(1) Regional Representative or International Association reviews 3 Sunday messages within the last 2 months;

(2) Regional Representative or International Association reviews website and bulletins for consistent Unity message in the following areas: music, announcements, activities, and classes;

(3) Participation in Unity Worldwide Ministry and the ministry's local region as follows: (a) annual attendance at national and/or regional conference; (b) Consistent love offering to Unity Worldwide Ministries and region or International Association.

3. **Participation.** The Ministry understands it is under no obligation to participate in the branding program and may continue to use the Ministry's existing logos and materials, if applicable.
4. **License.** The Ministry is granted a limited, non-assignable, non-sublicensable, royalty-free, worldwide, exclusive right and license to use the logo within the Ministry's business and as expressly authorized from the effective date of this Agreement.
5. **Use of the Licensed Logo.** The Ministry agrees it will not alter, modify, dilute, or otherwise misuse the Licensed Logo and use the logo exactly as it is provided. The Ministry must use the logo according to UWM's guidelines in the latest version of the Branding Manual. At the direction of UWM, the Ministry shall cause to appear in association with the Ministry's use of the Licensed Logo such copyright, trademark, or other intellectual property notices as UWM may from time to time reasonably designate in writing to the Ministry. The grant of this license includes use of the Licensed Logo for such promotional, marketing, and advertising material as the Ministry deems reasonable and appropriate for its business purposes, including but not limited to use of the Licensed Logo in catalogs, on the Ministry's website, and in press releases.
6. **Display of Logo.** The Ministry understands it may use UWM's experienced print service provider, have access to a limited number of print files on the UWM website without graphic support, or use a local printer of its choice. The Ministry understands it is granted use of photos on files provided by UWM and our experienced print service provider for use in those files only; it does not have license to use those photos on any other materials. To receive license to use the photos in other materials the Ministry must purchase a license through the appropriate copyright-holding stock photo company. The Ministry agrees the graphic logo "Unity" must appear above its name. The Ministry understands UWM strongly recommends the following format: Unity of (geographic designator). The designator can be as broad or narrow as desired (i.e., Unity of Tri-States, Unity of Kansas City, or Unity of Broadway Avenue).

The Ministry understands that UWM recommends the Ministry choose a geographic designator that is used in the Ministry's locale to describe the Ministry's neighborhood or location. The Ministry agrees to work with UWM and other ministries in the Ministry's geographic area to arrive at a satisfactory name designator. The Ministry's logo must be unique from any other Unity branded logo, in that it is a singular trademarked logo.

7. **Training.** The Ministry understands they must have completed all of the training requirements, including submitting this signed License Agreement and reviewing the Branding Manual and the Branding Welcome Training Video, before the Ministry's logo will be sent via email to them. The Ministry agrees they will be responsible for any costs that may apply when fulfilling any above referenced requirements.
8. **Ownership and Protection of Rights.** The Ministry agrees not to share UWM's logo or other branded materials with anyone else for the purpose of creating their own materials. The Ministry recognizes the value of the goodwill associated with the Licensed Logo. The Ministry agrees it will not claim or represent that it owns any right, title, or interest in or to the Licensed Logo, other than the rights granted to the Ministry under this Agreement. The Ministry shall not use, except as permitted, register, or seek to register the Licensed Logo including trademark rights, any term, or mark which is the same as or similar to the Licensed Logo, unless authorized by UWM. The Ministry acknowledges and agrees that UWM/Support Services Inc. owns all rights, titles, and interest in and to the Licensed Logo, including all goodwill symbolized thereby, and the Ministry shall not contest the validity, enforceability, or ownership of the Licensed Logo, or UWM/Support Services Inc. existing registrations, future trademark, or intellectual property applications for the Licensed Logo.
9. **Print Provider.** The Minister understands that they may use UWM's experienced print provider, have access to a limited number of print files on the UWM website without graphic support, or use a local printer of their choice.
10. **Representations, Warranties, and Indemnification.** UWM warrants and represents to the Ministry that UWM has the full right, power, and authority to enter into this Agreement, grant the license to the Ministry as herein granted and consummate the transactions hereby contemplated. The Ministry represents and warrants to UWM as follows:
  - a. In its performance of its duties and obligations pursuant to this Agreement, the Ministry shall operate its business in compliance with all applicable federal, state, and local laws, and regulations.
  - b. The Ministry has full right, power, and authority to enter into this Agreement and consummate the transactions hereby contemplated.

- c. Each party shall indemnify, defend, and hold the other party harmless, including any of the indemnified party's officers, members, managers, employees, and agents, for, from, and against any and all claims, liabilities, judgements, costs, and expenses, including court costs and attorney's fees, arising out of or related to: (1) the material breach of any of the indemnifying party's obligations under this Agreement, including its representations and warranties set forth herein; or (b) the indemnifying party's fraud, gross negligence, or willful misconduct.

**11. Termination.**

- a. UWM may terminate this Agreement at any time upon written notice to the Ministry. Termination shall be effective ninety (90) days after receipt of such notice or on the date specified in the notice, whichever is later.
- b. The Ministry may terminate this Agreement at any time upon written notice to the UWM. Termination shall be effective ninety (90) days after receipt of such notice or on the date specified in the notice, whichever is later.
- c. Either party may terminate this Agreement if the other party: (1) fails to cure a material breach of this Agreement within thirty (30) days of receiving written notice of such breach from the non-breaching party; or (2) is the subject of a petition in bankruptcy, whether voluntary or involuntary, makes an assignment for the benefit of creditors, or ceases doing business.
- d. Upon termination of the Agreement for any reason, the Ministry will immediately cease all use of the Licensed Logo including: (1) removal of the Licensed Logo from any materials, products, or replacement of signage; (2) cessation of further production of materials or product bearing the Licensed Logo; and (3) cessation of any other use of the Licensed Logo. Notwithstanding anything contained herein to the contrary, the Ministry shall be granted a transition period of not more than ninety (90) days from the effective date of termination to remove the Licensed Logo from existing print advertising and promotional material, to remove any signage, or to cease any existing use of any Licensed Logo.

- 12. Miscellaneous.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors, assignees, and beneficiaries in interest. The Ministry may not assign the rights or obligations set forth in this Agreement without UWM's prior written approval. The failure of either party to this Agreement to insist upon the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as a waiver of future actions. No modification or amendment to this Agreement will

be valid unless in writing, signed by the parties. This Agreement shall be construed in accordance with the laws of the State of Missouri, United States. Nothing contained herein will be deemed or construed to create any partnership or joint venture between UWM and the Ministry. All activities by the Ministry under the terms of this Agreement will be carried on by the Ministry as an independent contractor and not as an agent for or employee of UWM.

## Signature Page

IN WITNESS WHEREOF, the Ministry and UWM have executed this Unity Ministry Branding Trademark License Agreement to be effective as of the date first written above.

### Ministry

By: \_\_\_\_\_

Ministry Leader

### Unity Worldwide Ministries

By: \_\_\_\_\_

Director of Services, Resources, Events  
Association of Unity Churches, Inc. DBA Unity Worldwide  
Ministries

By: \_\_\_\_\_

Chair of the Board

### For the Canadian Region Only:

\_\_\_\_\_

Chair of the Unity Canada Board

### Ministries with Non-Credentialed Spiritual Leaders or No Credentialed Leader

\_\_\_\_\_

Regional Representative

### For International Ministries Only:

\_\_\_\_\_

Representative of the International Association



## Contact Form

Please complete and return:

By Mail - Unity Worldwide Ministries, 200 Unity Circle North, Suite A, Lee's Summit, MO 64086

By Email - [MarketingTeam@unity.org](mailto:MarketingTeam@unity.org)

Provide an email address as your minister email that contains a person's name in the address, rather than a "position" email, such as [info@ministry.org](mailto:info@ministry.org) or [Minister@ministry.org](mailto:Minister@ministry.org). The newsletter provider we use (MailChimp) considers these position email addresses as spam, and you will not receive important communications about the Branding Program.

Branded Ministry Name: \_\_\_\_\_

Incorporated Ministry Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Ministry Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Unity Credentialed Leader: \_\_\_\_\_

Minister Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person (if other than minister): \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Board Chair: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Ministry Web Address: \_\_\_\_\_

Web Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Process for Joining

Once your signed Branding Trademark License Agreement is received at UWM the branding process begins and proceeds as follows:

1. You will be receiving a “Welcome Letter” email. There you will find two links: (1) to the Branding Welcome Training video that requires at least one person from your ministry to carefully review and then answer the questions within the email; and (2) to the Branding Resources webpage. On the Branding Resources webpage there is a ‘Resources’ section where the Branding Manual can be downloaded. Please print a copy for your reference, and as many extra copies as you may need to give to anyone in your ministry who will be using your branded logo (webmaster, administrative assistant, office manager, marketing director, etc.). Be sure to create and keep secure a backup copy of both your UWM logos and the Branding Manual.
2. Once we receive your response and the answers back from the Welcome Letter, we will forward your information to Michele Fritz at [PrintbytheYard.com](http://PrintbytheYard.com). She will create and send to you your Unity branded logo in the various logo formats that your ministry may need.
3. You will receive an email link ([UnityWorldwideMinistries.org/publications](http://UnityWorldwideMinistries.org/publications)) to subscribe to *The Path*. We encourage you to sign up for this e-newsletter, where you will find information about what is going on in UWM, in the Unity movement, and in our Branding Program.
4. If you are interested in using our website provider, OneEach Technologies, you may go to [OneEach.com/unity](http://OneEach.com/unity) and find information on Unity branded websites and sign up there if you choose.
5. You can also access our experienced print provider, Print By the Yard, at [PrintbytheYard.com](http://PrintbytheYard.com) to review their offerings and to order any products. For information, please contact Michele Fritz at [order@printbytheyard.com](mailto:order@printbytheyard.com).
6. Go to [facebook.com/groups/UnityBrandingProgram](https://facebook.com/groups/UnityBrandingProgram) to sign-up for our private Facebook page. You will find useful information on how to use your Unity logos and tips on how to promote your new Unity brand.