



California Association for Health Services at Home

LICENSE AGREEMENT CAHSAH Home Care Aide Organization Certification Logo

This License Agreement ("**Agreement**") is made and entered into as of the date of their signatures below ("**Effective Date**") by and between California Association for Health Services at Home, a California non-profit corporation ("**CAHSAH**"), and _____, a _____ ("**Licensee**").

1. **Home Care Aide Organization Certification Logo License.** CAHSAH grants to Licensee a non-exclusive, non-transferrable, limited use license (the "**License**") to use the Home Care Aide Organization Certification logo (the "**Logo**"), subject to the following terms and conditions, including confirmation that Licensee is a home care aide organization or other organization providing home care aide services or equivalent services that has met CAHSAH's "Certification Standards" for Home Care Aide Organizations (as published from time to time by CAHSAH).
2. **Conditions of License.** The License is conditioned upon Licensee satisfying the Certification Standards established and published by CAHSAH and receiving its Home Care Aide Organization Certification ("**Certification**") from CAHSAH. A camera ready copy of the Logo shall be made available to Licensee upon such Certification and the execution and delivery of this Agreement.
3. **Permitted Use of Logo.** The purpose of the Logo is to identify home care aide organizations or components of home care organizations which provide home care aide services meeting CAHSAH's Certification Standards. Licensee shall use the Logo only for the purpose(s) of acknowledging Licensee's Certification as a Home Care Aide Organization. Licensee's use of the Logo shall at all times be expressly limited to displaying the Logo in connection with Licensee's name on Licensee's website, stationary or brochures (collectively, the "**Licensed Use**"). The Licensed Use of the Logo shall at all times be subject to the following use restrictions and conditions:
 - a) Licensee shall not use the Logo in any way that would create the appearance that Licensee's communication is made by CAHSAH or that CAHSAH is endorsing or recommending Licensee's products or services;
 - b) Licensee's use of the Logo shall not identify Licensee as a partner or affiliate of CAHSAH or as in any kind of similar relationship with CAHSAH;
 - c) Licensee shall make no representations that CAHSAH has endorsed or recommended the quality, merchantability, fitness for any purpose of Licensee's products or services, other than Licensee's satisfaction of the Certification Standards; and
 - d) The Logo shall not be altered in appearance in any way, except to enlarge or reduce it in size.
4. **Written Approval For Other Uses.** If Licensee desires to use the Logo other than for the Licensed Use, it must submit an exact replica of the electronic or printed material illustrating the proposed use of the Logo (the "**Material**") to CAHSAH for written approval prior to any use thereof, which approval may be granted or withheld in the sole and absolute discretion of CAHSAH. Notwithstanding CAHSAH's right to review Materials, Licensee shall be solely responsible for the accuracy of information contained in such Materials.
5. **Term.** This Agreement and the License granted to Licensee hereunder shall expire one (1) year after the date Licensee receives its Certification; provided, however, that this Agreement and the License granted hereunder shall be extended if Licensee submits a new application for Certification along with the documentation required by CAHSAH and CAHSAH re-certifies Licensee as a Home Care Aide Organization, in which case this Agreement shall be extended for an additional term of one (1) year from the date of the re-Certification of Licensee by CAHSAH.
6. **Termination and Remedies.** Licensee's License to use the Logo will terminate upon expiration or earlier termination of this Agreement. CAHSAH may terminate the License granted pursuant to this Agreement and the use of the Logo by Licensee at any time and without prior notice upon a breach of this Agreement or failure of Licensee to meet the Certification Standards. This Agreement and the License granted hereunder shall terminate upon the expiration of the Certification. The expiration or termination of this Agreement shall not relieve either party of any obligations pursuant to this Agreement, which arose on or before the termination hereof. Upon the expiration or termination of this Agreement or the License granted hereunder, Licensee shall immediately cease and desist from using the Logo and cease holding itself out as a CAHSAH Certified Home Care Aide Organization.
In addition, if Licensee fails to comply with the terms and conditions of this Agreement, CAHSAH may require Licensee to:
 - Distribute a printed retraction to all recipients of any Material found to not be in compliance with the Licensed Use permitted under this Agreement.
 - Immediately destroy any and all printed and electronic Materials that CAHSAH determines in its sole and absolute discretion to be in noncompliance with the terms and conditions of the License granted hereunder.

The parties hereto acknowledge that the Logo constitutes the property and trademark owned solely by CAHSAH, and is the valuable and proprietary property of CAHSAH and that any breach of the terms of this

Agreement shall be such that CAHSAH cannot be adequately compensated by monetary damages. Thus, the parties agree that CAHSAH may pursue injunctive relief to restrain or stop any misuse or intended misuse of the Logo. In addition, CAHSAH may pursue any other remedies available to it at law or in equity in regard to any damages that it may sustain, either actual or consequential, as a result of the unlicensed use or misuse of the Logo by Licensee or any of its third parties, contractors, agents, representatives and employees.

7. **Relationship.** The relationship between CAHSAH and Licensee established by this Agreement is solely that of licensor and licensee. Neither party is in any way the legal representative or agent of the other. Nothing in this Agreement shall be construed as making a party a partner or joint venture with the other.
8. **Assignment/Successors.** Licensee shall not assign, sell, sublicense or otherwise transfer the License, the Logo or any of its rights under this Agreement to another party, or any interest therein, without CAHSAH's prior written consent. Subject to the prohibition on assignment set forth herein above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of CAHSAH and Licensee.
9. **Attorneys' Fees.** Licensee agrees to pay any and all attorney's fees incurred by CAHSAH, arising from or related to actual or threatened breach of this Agreement by Licensee, or any third parties, contractors, agents, representatives and employees of Licensee. Should any litigation be commenced arising from or related to this Agreement, the prevailing party shall be entitled to recover from the losing party attorneys' fees and costs reasonably incurred, as determined by the court, in addition to all other applicable remedies and relief, including, but not limited to, such costs and attorneys' fees incurred by the prevailing party in any appellate review of any judgment, decree, or order, whether interim or final, as may become a part of such litigation and the enforcement of any judgment or decree or order.
10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Agreement, and may not be modified except by a writing executed by both parties.
11. **Waiver.** Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof or a continuing waiver of the terms or conditions waived.
12. **Governing Law and Venue.** This Agreement shall be governed by and shall be construed and enforced in accordance with, the law of the State of California (the "State"), without regard to its law relating to the conflicts of laws. This Agreement shall be deemed to have been entered into in the State regardless of whether Licensee performs services within or outside said State. The parties hereby consent to jurisdiction and venue, for any matter relating to this Agreement with the Superior Court of Sacramento County, California and hereby waive any right either may have to assert the doctrine of forum non conveniens or to object to such venue.
13. **Counterparts.** This Agreement may be executed in counterparts, all of which taken together, shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original signature.
14. **Survival.** The rights and remedies of CAHSAH and the restrictions and limitations on the use of the Logo shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their signatures.

CAHSAH:

California Association for Health
Services at Home, a California nonprofit
Corporation

By: _____

Its: _____

Date: _____

LICENSEE:

Name of Organization: _____

By: _____

Its: _____

Date: _____

Address: _____

City, State Zip: _____

Email: _____

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