

**HEALTH PARTNERS INITIATIVE AND PARTNER ORGANIZATION
MEMORANDUM OF UNDERSTANDING
USE OF LINCOLN IN MOTION MATERIALS**

Generally, this agreement is to provide for the use of the *Lincoln in Motion* logo and slogan by (Partner Organization) to promote physical activity in Lincoln and Lancaster County.

Health Partners Initiative (HPI) in cooperation with the Lincoln Lancaster County Health Department (LLCHD) has obtained a service mark for the *Lincoln in Motion* tag line and logo (Materials). This document provides guidelines about the use and reproduction of these service marked products. HPI and LLCHD may periodically update these guidelines and expand or restrict allowable uses in the future.

HPI and LLCHD allow and encourage the use of the *Lincoln in Motion* materials without modifications by program operators for educational and outreach purposes only. To maintain a consistent look, the specifications, attached herewith as Attachment A, provide the information for reproducing and using the materials.

(Partner Organization) agrees that it will use the materials provided in accordance with the specifications provided, without modifications or additions and agrees to provide a sample of the application of the materials within 30 days of its initial use.

To the fullest extent permitted by law, the (Partner Organization) agrees to defend and hold harmless the Health Partners Initiatives and the City of Lincoln d/b/a Lincoln Lancaster County Health Department, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of *Lincoln in Motion* logo, slogan, and related material, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the Partner Organization, its faculty, or anyone directly or indirectly employed Partner Organization, or anyone for whose acts any of them may be liable. This section survives any termination of this Agreement.

These products may not be used in any way to imply endorsement of any product, service, organization or company.

No promotional activity may be undertaken that could give the appearance of an endorsement by HPI or LLCHD of a specific product, service or company without the written consent of HPI and LLCHD.

HPI and LLCHD will make a limited number of these products available at no cost to the partner organization.

Agreed this date _____, 2005.

(Signature)

(Signature)

(Printed Name & Title)

Wende Baker, Executive Director, Ph: 402/441-8144
(Printed Name & Title)

(Partner Organization)

Health Partners Initiative
(Organization)