Logo Use Guidelines Agreement Form
Home Performance with ENERGY STAR®

As a market-based program, Energize Delaware's Home Performance with ENERGY STAR® Program ("the Program") welcomes and encourages Participating Contractors to promote awareness and interest of the Program and its offerings. To support this awareness and interest through contractors, the Delaware Sustainable Energy Utility will make the Program name and logo available to a Participating Contractor after signing this Logo Use Guidelines Agreement Form ("Agreement Form").

To ensure proper use of the Delaware Sustainable Energy Utility Energize Delaware Program name and/or Program logo, any use of the Program logo or name must be carried out in accordance with the requirements and guidelines specified in this document.

Contact Information:

Questions about the usage of the Program name or logo should be directed to the program implementer (ICF)

- Main Office Phone: 877.524.1339
- Main Office Email: DelawareHP@icf.com

Logo Usage:

1. Participating Contractors who have executed a Contractor Participation Agreement are welcomed and encouraged to use the Energize Delaware Participating Contractor logo in the formats provided by Delaware Sustainable Energy Utility.
2. Participating Contractors are NOT permitted to use any past or present Delaware Sustainable Energy Utility organizational logos.

Guidelines for use of the Program Name:

1. It is never appropriate to refer to the Home Performance with ENERGY STAR® Program as the "DE SEU Home Performance with ENERGY STAR Program" nor the "Delaware Sustainable Energy Utility's Home Performance with ENERGY STAR Program®"; it must be "Energize Delaware's Home Performance with ENERGY STAR Program," or, if it's the first instance of "Energize Delaware," it should be completely spelled out (with the "®" symbol) as "Energize Delaware's Home Performance with ENERGY STAR® Program."
2. When using "ENERGY STAR®", The first instance of "ENERGY STAR®" must always include the "®" Symbol. Instances after the first use may exclude the "®" Symbol.
3. "ENERGY STAR" must always be in all capital letters.
4. When promoting rebates, please consult *https://www.deseuhp.org/contractor-incentives* to ensure that the most accurate figures and requirements are being represented. Also note that the rebates are provided by or through "Energize Delaware" and not "DE SEU."
5. When referring to the Energize Delaware website, write "EnergizeDelaware.org" and leave out the "www."
6. When using "DE SEU" in reference to the Program, the first instance of "DE SEU" must be completely spelled out as "Delaware Sustainable Energy Utility (DE SEU)".
7. When including the program's toll-free phone number in print, online, or other materials, please use the following number with periods between the numbers as shown: 877.453.2327. Do not include a "1" at the beginning of the phone number.

Examples of Logos:

Below are examples of the logo (collectively referred to as the "Logo") available for Participating Contractors in Energize Delaware's Home Performance with ENERGY STAR® Program (with the understanding that these examples follow the *Terms and Conditions of Logo Use* detailed on the following pages).

1. Black and White Logo:



2. Color Logo:



Terms and Conditions of Program Logo or Name Use:

The following terms and conditions must be followed for all use of the Program Logo:

1. The Logo may not be used in any manner that might imply that any non-Delaware Sustainable Energy Utility materials, including but not limited to goods, services, websites, or publications are sponsored, endorsed, licensed by, or affiliated with Delaware Sustainable Energy Utility.

2. The Logo may not be displayed as a primary or prominent feature on any non-Delaware Sustainable Energy Utility materials. Companies using the Logos pursuant to these guidelines must also display in the primary and more prominent position, their own logo(s), business name, product names, or other branding.

3. The logo may NOT be used on business cards, badges, clothing, hats or any type of apparel, or physical displays such as lawn signs or vehicle emblems, or any object or product typically used in connection with company identification. Any exceptions must be approved by the Program in writing.

4. No person associated or affiliated with your company may make any representation, whether verbal, written or otherwise, that they are a Program employee or are an agent of the Program. Neither the Program name nor logo may be used in any manner that would imply or leave the impression that anyone associated or affiliated with your company is an employee or an agent of the Program. The Program logo or name may not be used in any manner that would be likely to confuse any third party as to the nature of your affiliation with the Program, which is that of an approved Participating Contractor (independent contractor). You shall clearly state and display the name of your business and provide appropriate contact information in any medium where you use the Program name or logo.

5. The Logo may not be imitated in any manner.

6. The Logo may not be used in a manner that would disparage Delaware Sustainable Energy Utility or its products or services.

7. The Logo must be used as provided by Delaware Sustainable Energy Utility in these materials with no changes, including but not limited to changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols. The Logo may not be animated, morphed, or otherwise distorted in perspective or appearance. The Logo may not be rotated or reversed.

8. Delaware Sustainable Energy Utility shall have the right to review and approve any use prior to publication and to inspect samples of the use of the Logo to ensure compliance with these terms. Permitted companies must use only approved Delaware Sustainable Energy Utility Logo artwork, including, but not limited to, colors, measurements and proportions.

9. To properly stage the Logo, the minimum size and clear space guidelines must be used, and other elements must be maintained as outlined.

   Minimum Size
   To protect the legibility and the integrity of the Logo, a minimum size has been established. The minimum size requirement is based on the height of the logo and applies to all versions. Never present the logo in a size smaller than the minimum size shown here.



   Clear Space
   Another way to ensure the legibility and integrity of the Logo is to surround it by as much clear space as possible. The clear space is a proportional dimension based on the length of one of the rays in the EnergizeDelaware logo, as shown. This area should remain clear of other type or graphic elements. While this measurement represents the minimum requirement, the clear space surrounding the logotype may be increased if layout permits.



10. The Logo must stand alone and may not be combined with any other object, including but not limited to other logos, words, graphics, photos, slogans, numbers, design features, or symbols within the clear space requirements of the Logo. The Logo must never be used to represent the “Delaware Sustainable Energy Utility” in text, including in a headline, product name logotype, or body copy.

11. The Logo and/or the Delaware Sustainable Energy Utility name must not be incorporated or used in any manner as part of, or near another company’s name, domain name, product or service name, website title, publication title, logo, trade dress, design, slogan, trademarks, or any potentially confusing variation thereof. The Logo must never appear with any other symbol or icon (except the appropriate trademark or registered trademark symbol); contained within a box, circle, or other shape; or combined with any other name, logo, or icon to create a co-branded logo.

12. Non-Delaware Sustainable Energy Utility materials should not mimic any Delaware Sustainable Energy Utility advertising, packaging, website design, or other materials.

13. Under no circumstances may third parties use, imitate, or play off any Delaware Sustainable Energy Utility taglines. The taglines are reserved for exclusive use by Delaware Sustainable Energy Utility.

14. You agree not to copy, reproduce, download, disseminate, publish, or transfer content in any form or by any means, except with prior written permission from Delaware Sustainable Energy Utility and in accordance with the terms and conditions listed on in this document.

15. You acknowledge Delaware Sustainable Energy Utility's ownership of the copyright and all other intellectual property rights to this Agreement Form and all materials provided on this Agreement Form unless otherwise expressly indicated and all right, title and interest in and to the Logo. You further agree that you shall not acquire any rights in the Logo, except as specifically provided herein. You acknowledge that there is significant goodwill associated with the Logo. You further agree and acknowledge that its use of the Logo shall inure exclusively to Delaware Sustainable Energy Utility's benefit. You agree that you will not at any time apply for any registration of any other trademark, service mark or other registration that would limit or otherwise affect the ownership of the Logo, nor file any document with any governmental authority to take any action that would affect the ownership of the Logo. You shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Delaware Sustainable Energy Utility's right, title and interest in and to the Logo.

16. Delaware Sustainable Energy Utility may, in its sole discretion, limit the quantities of products or other materials that bear its marks. Certain types of projects, products and packaging may require additional or different notices. Please contact the Program for more information and to discuss your intended use.

17. Delaware Sustainable Energy Utility reserves the right in its sole discretion to terminate or modify permission to display the Logo and may request that third parties modify or delete any use of the Logo that—in Delaware Sustainable Energy Utility's sole judgment—does not comply with these guidelines or might otherwise impair Delaware Sustainable Energy Utility's rights in or to a Logo. Delaware Sustainable Energy Utility further reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

18. Delaware Sustainable Energy Utility intellectual property included in these materials, including, but not limited to the Logo, is protected by U.S. and international copyright and trademark laws. You agree to indemnify and hold harmless Delaware Sustainable Energy Utility and its affiliates and their respective officers, directors, employees and agents from any claims, losses, liability costs and expenses (including, but not limited to attorneys' fees) arising directly or indirectly from your activities in connection with the use of the Logo and from your violation of these guidelines, state or federal laws or regulations or any third party's rights.

    TO THE MAXIMUM EXTENT PERMITTED BY LAW, DELAWARE SUSTAINABLE ENERGY UTILITY SHALL HAVE NO LIABILITY UNDER THESE GUIDELINES OR OTHERWISE FOR DIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) ANY LOST PROFITS OR LOST SAVINGS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THE LIABILITY DELAWARE SUSTAINABLE ENERGY UTILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO DELAWARE SUSTAINABLE ENERGY UTILITY BY YOU PURSUANT TO THESE GUIDELINES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING (WITHOUT LIMITATION) BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATIONS AND OTHER TORTS. THE PARTIES AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS BETWEEN THE PARTIES, AS AUTHORIZED BY APPLICABLE LAWS. THE LICENSE FEES, OR LACK THEREOF, ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE EXCLUSION OF CERTAIN DAMAGES AS SET FORTH IN THIS AGREEMENT.

    Any dispute with respect to these materials or use of the Logo or the Delaware Sustainable Energy Utility name shall be governed by the State of Delaware, excluding its conflicts of laws rules. All users who access these materials and use the Logo are subject to the exclusive jurisdiction of the state and/or federal courts of the State of Delaware. If any provision of these Guidelines is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Delaware Sustainable Energy Utility's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. All rights are reserved by Delaware Sustainable Energy Utility.

By signing this Agreement, Participating Contractor's representative is certifying that Participating Contractor's representative has the necessary legal authority to act on company's behalf; and Participating Contractor has read, understood and agreed to all the definitions, terms and conditions that are a part of this Agreement.

Logo Use Guidelines Agreement

Contractor Business Name:	Contractor Business Address (Primary):
Contractor Email to Send Logos:	
Contractor Representative Printed Name:	
Contractor Signature:	Date: