

**Resolution To Permit the Use and Set Forth Guidelines
for the Use of the National Association of County Recorders, Election
Officials and Clerks Logo**

Whereas, the Board of Directors and Members of the National Association of County Recorders, Election Officials and Clerks (NACRC) wish to fully utilize the name and logo of the Association to promote name recognition, membership participation in Association activities and the elevation of professional performance; and

Whereas, NACRC has received requests for the permission to use the logo on non-Association printed pieces; and

Whereas, there exist no guidelines for granting permission to use the logo and setting forth standards for use; and

Whereas, in the absence of adopted guidelines there exists the possibility for improper use and loss of value of the NACRC logo; and

Whereas, governmental authorities have set forth ways and means for the identification and legal protection of Trade Names, Trade Marks and other commercial identifiers;

Be It Therefore Resolved: NACRC may extend to its members, strategic partners, and affinity partners authority to place the NACRC logo on letterhead, marketing pieces, websites and other such printed and broadcast publications; and

Be It Further Resolved that: the words such as "Member of," and "In Cooperation With" may be used; and that the words "endorsed by," "approved by" and "in partnership" may NOT be used; and that when used on marketing materials and reports, the NACRC logo must NOT be placed in close proximity to the address and/or phone number of the organization incorporating the NACRC logo.

Be it Further Resolved that: the Executive Board of NACRC has the authority and absolute discretion to grant express written permission to use the NACRC logo. That fact that a person requesting permission to use the NACRC logo is a member of NACRC, or a member of any organization affiliated with NACRC, does not guarantee that permission to use the NACRC logo will be granted. Permission may be refused without explanation. Additionally, once granted, permission can be revoked at any time by the Executive Board.

Be It Further Resolved that: the use of the NACRC logo on contracts, checks and other documents that may imply a contractual relationship with NACRC are disallowed.

Be It Further Resolved that: upon adoption of this policy, the staff shall be authorized to make application for national registration of the NACRC logo as a trademark, and convey to the membership the availability and guidelines for use of the NACRC logo, and shall notify the Board of any and all known uses of the logo which fail to comply with these approved uses.

Be It Further Resolved that: upon adoption of this policy, the attached guidelines for use of the NACRC logo and name shall be distributed by the staff. The Board of Directors reserves the right to amend, from time to time, the specifics of the guidelines.

Adopted at the annual meeting of the NACRC Board of Directors this 13th day of July, 2008.

Karen Anderson-Kinsey
2008-2009 Secretary of the NACRC

Attachments:

1. National Association of County Recorders, Election Officials and Clerks (NACRC) Copyrighted Materials Guidelines

2. General Trademark Guidelines
3. Use of NACRC Trademarks in Titles of Printed Materials
4. Logo Specifics
5. Agreement to Adhere to Guidelines for Use of NACRC logo

National Association of County Recorders, Election Officials and Clerks (NACRC)

Copyrighted Materials Guidelines

The following guidelines are provided for the use of certain copyrighted materials, such as images, and text; and for the use of certain trademarked materials, such as logos, marks, and icons. These materials are owned by the National Association of County Recorders, Election Officials and Clerks ("NACRC") and provided under license. To use such materials, you must first agree to the following license terms:

1. The materials available from NACRC are subject to these license terms, as well as any specific guidelines contained herein. If you download any materials from this site, you agree to be bound by these license terms as well as the specific guidelines related to the materials you wish to download.
2. You may not sell, alter, modify, license, sublicense, copy, or use the materials in any way other than has been specifically authorized by NACRC in the permissions and trademark guidelines described herein.
3. You acknowledge that the Executive Board of NACRC has the authority and absolute discretion to grant express written permission to use the NACRC logo. That fact that a person requesting permission to use the NACRC logo is a member of NACRC, or a member of any organization affiliated with NACRC, does not guarantee that permission to use the NACRC logo will be granted. Permission may be refused without explanation. Additionally, once granted, permission can be revoked at any time by the Executive Board.
4. You acknowledge that NACRC reserves the right to revoke the authorization to view, download, and print the materials available on this site at any time, and for any reason; and such authorization shall be deemed to be discontinued immediately upon the removal of these materials from the site.
5. You acknowledge that any rights granted to you constitute a license and not a transfer of title. You do not obtain any ownership right, title, or other interest in NACRC copyrighted materials or trademarks by downloading, copying, or otherwise using these materials.
6. NACRC SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OF REVENUE OR PROFIT OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, WHETHER BASED ON TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHER LEGAL

OR EQUITABLE GROUNDS EVEN IF NACRC HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

7. ANY MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. NACRC SPECIFICALLY DISCLAIMS ALL EXPRESS, STATUTORY, OR IMPLIED WARRANTIES RELATING TO THESE MATERIALS, INCLUDING BUT NOT LIMITED TO THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS REGARDING THE MATERIALS.

General Trademark Guidelines

You may use NACRC trademarks (but not logos or taglines) to identify NACRC products, services, and programs on packaging, promotional, and advertising materials, provided you adhere to the following guidelines:

1. You acknowledge that the Executive Board of NACRC has the authority and absolute discretion to grant express written permission to use the NACRC logo. That fact that a person requesting permission to use the NACRC logo is a member of NACRC, or a member of any organization affiliated with NACRC, does not guarantee that permission to use the NACRC logo will be granted. Permission may be refused without explanation. Additionally, once granted, permission can be revoked at any time by the Executive Board.
2. You may not incorporate or include NACRC trademarks in your company name, product name, domain name, or in the name of your service.
3. Your product name may not be confusingly similar to any of NACRC's trademarks.
4. Your use may not be obscene or pornographic, and may not be disparaging, defamatory, or libelous to NACRC, any of its members, any of its products, or any other person or entity.
5. Your use may not directly or indirectly imply NACRC's sponsorship, affiliation, or endorsement of your product or service.
6. Reference to a NACRC trademark may not be the most prominent visual element on your product or service. Your company name and/or logo, your product or service name, and your graphics should be significantly larger than the reference to NACRC's trademark.
7. If your use includes references to a NACRC product, the full name of the product must be referenced at the first and most prominent mention (NACRC®). When referencing any NACRC trademarks, please mark the first and most prominent mention with a ™ or ® as appropriate for the particular mark. Once marked, it is not normally necessary to mark subsequent appearances of the trademark in the piece.
8. You may not shorten or abbreviate any of NACRC's trademarks. Always spell and capitalize NACRC's trademarks exactly as they appear on the NACRC website.
9. You must include the following trademark attribution statement: "[List of marks used, with "NACRC" first, if used, followed by other NACRC marks used, in alphabetical order] are either registered trademarks or trademarks of the

National Association of County Recorders, Election Officials and Clerks in the United States and/or other countries."

All other requests require written permission. If other permission is required, please submit your request by email to info@nacrc.org. Please allow two weeks for your request to be processed.

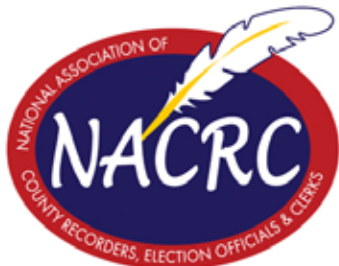
Use of NACRC Trademarks in Titles of Printed Materials

NACRC trademarks may be used in the titles of printed materials such as books, journals, magazines and newsletters that provide information on NACRC products or services. Publishers of such printed materials need not obtain express permission from NACRC if the use of NACRC trademarks complies with all of the following guidelines:

1. The NACRC trademarks may not appear larger or more prominent than the rest of the full book title.
2. The NACRC trademarks may not be used in the stylized form used by NACRC, and no NACRC logos or product shots may be used on your book's cover, advertising, promotional material, or otherwise, without express written permission from NACRC.
3. You may not shorten or abbreviate any of NACRC's trademarks. Always spell and capitalize NACRC's trademarks exactly as they appear on the NACRC website.
4. You must include the following trademark attribution statement: "[List of marks used, with "NACRC" first, if used, followed by other NACRC marks used, in alphabetical order] are either registered trademarks or trademarks of the National Association of County Recorders, Election Officials and Clerks in the United States and/or other countries."
5. You must include a conspicuous disclaimer, preferably on the front or back cover of the book, but at a minimum it must appear on the copyright page of the book and state in all capital letters: THIS PRODUCT IS NOT ENDORSED OR SPONSORED BY THE NATIONAL ASSOCIATION OF COUNTY RECORDERS, ELECTION OFFICIALS AND CLERKS, PUBLISHER OF [INSERT NACRC PRODUCT NAME(S)].

Logo Specifics

The logo of the Association is as depicted here:



Logo #1 (Color)



Logo #2 (Grey Scale)

Colors & Backgrounds

Colors

1. Color requirements (Logo #1) are as follows:

a. Red:

CMYK values: C 100% M 100% Y 22% K 31 %

RGB values: R 188 G 32 B 38

Web value: BC2026

b. Blue:

CMYK values: C 18% M 100% Y 100% K 9%

RGB values: R 34 G 29 B 93

Web value: 221D5D

c. Gold: CMYK values: C 0% M 20% Y 100% K 0%

RGB values: R 255 G 203 B 5

Web value: FFCB05

2. If color reproduction of the logo is not used, then reproduction shall be grey scale (Logo #2).

Background

The background shall be the color of the surrounding material, preferably white.

Logo Usages:

Permitted uses of the NACRC logo are:

1. Letterhead
2. Business Cards
3. Envelopes
4. Memos
5. News Releases
6. Signage

Adopted July 13, 2008

Agreement to Adhere to Guidelines for Use of the NACRC Logo

A logo is a graphical design that may include text and other design elements. The NACRC logo may be licensed by NACRC for use by third parties. By downloading or using the logo, you agree to adhere to the following guidelines:

1. If the logo is utilized on a web site, the logo must always be an active link to <http://www.nacrc.org>.
2. The logo must appear by itself, with a minimum spacing (the height of the logo) between each side of the logo and any other graphic or textual elements.
3. You may not alter the logo in any manner, including proportions, colors, elements, etc., or animate, morph, or otherwise distort its perspective or appearance. Text which is part of the logo may not be separated from the logo. No part of the logo may be removed, nor shall any additional element be added.
4. The size of the logo may be altered in accordance with these guidelines. To ensure legibility, logos shall not be reduced in size to less than one inch in length.
5. You may not create patterns with the logo, whether on a web page or in print or other media.
6. You may not display the logo as a background [or watermark], whether on a web page or in print or other media.
7. Normal usage of the logo will be a horizontal placement on the media. The logo may never be used at an angle. [If the logo needs to be used vertically to fit a format, it must run up, not down.]
8. You may not use the logo in a sentence. If a reference to NACRC is needed in a sentence, it should be in text only.
9. Your use may not be obscene or pornographic, and may not be disparaging, defamatory, or libelous to NACRC, any of its products, members, or any other person or entity. You may not link to NACRC from a Web site that is obscene or pornographic, or disparaging, defamatory, or libelous to NACRC, any of its members, or any of its products.
10. Your use may not directly or indirectly imply NACRC's sponsorship, affiliation, or endorsement of your product or service.
11. Your use may not infringe any NACRC intellectual property or other rights, may not violate any state or federal laws, and must comply with international IP laws.
12. If the logo is utilized on a web site, you may not create a frame or border environment around NACRC content.

13. You may not use the logo on a background of the same or a similar color as any color in the logo. The logo must always be positioned on a background of sufficient contrast, regardless of color, to be readable and the logo must not appear on a patterned background.
14. If the logo is used on a web site, you may link to, but may not replicate, other NACRC content.
15. You may not present false or misleading information about NACRC products or services.
16. Your reference to NACRC, its products, and its Web site must comply with the general trademark guidelines.
17. While you may use the logo as provided by these guidelines, you may not use any other graphic to link to NACRC's web site.
18. These guidelines do not grant permission to use any other NACRC trademarks. NACRC reserves the right in its sole discretion to terminate or modify your permission to display the logo at any time.
19. You acknowledge that the Executive Board of NACRC has the authority and absolute discretion to grant express written permission to use the NACRC logo. That fact that a person requesting permission to use the NACRC logo is a member of NACRC, or a member of any organization affiliated with NACRC, does not guarantee that permission to use the NACRC logo will be granted. Permission may be refused without explanation. Additionally, once granted, permission can be revoked at any time by the Executive Board.
20. You agree to indemnify, defend and hold harmless NACRC, its officers, directors, employees, agents, licensors, suppliers and third party partners from and against all losses, expenses, damages and costs, including reasonable legal and lawyers' fees, resulting from any violation of these Terms and Conditions.
21. The right to use the NACRC name and graphic logo may be terminated immediately upon determination by the Executive Board that a member has been using NACRC's name and graphic logo in violation of the terms of this agreement. Executive Board action will only occur following verification from the NACRC administrator and/or attorney that all attempts to obtain compliance with the policy have failed.
22. NACRC intends to vigorously enforce its trademark rights as to the name and graphic logo. Information on violations of the name and graphic logo usage criteria above, whether by a member or non-member, shall prompt enforcement action.

I have read and agree to abide by the copyrighted guidelines regarding use of the National Association of County Recorders, Election Officials and Clerks (NACRC) logo and other copyrighted materials.

Signature	
Printed Name	
Organization	
Mailing Address	
Telephone	
Email Address	
Date	

Approved for NACRC

Signature	
Printed Name	
NACRC Office	
Date	