



autumnfest®

Policies relating to Rights Under Trademark and Copyright Law

TO WHOM IT MAY CONCERN:

RECITALS:

The name “autumnfest” as used both with and without the maple leaf logo (an example of which appears above), is a Federally Registered Trademark / Trade name (the “Mark”), and infringement thereof is subject to penalties as provided under Federal Law. The Federal Registration was issued [date] and is designated as [reg #].

The Mark is owned by AUTUMNFEST a Rhode Island nonprofit corporation, which is a joint enterprise of the City of Woonsocket, Rhode Island and Northern Rhode Island Chamber of Commerce, and which presents an annual festival (“Festival”) in the City of Woonsocket during the Columbus Day weekend.

The Festival includes, among other things, entertainment by both professional and amateur performers (“Performances”), a parade in which community organizations and others from throughout New England participate (“Parade”), competitive events, and exhibitions.

This policy is being distributed as notice to all parties. AUTUMNFEST reserves the right to take action against any party without additional notice in the event of violation of the Policies set forth below or of infringement of the Mark in any respect or of any copyright of the Performances, the Parade, or other activities associated with the Festival.

POLICIES:

News Reporting. The name “autumnfest” (with identification as a registered trademark “®”) may be used in news and feature stories to identify the Festival and any activities and events which are part of the Festival. News stories may include photos and short (not to exceed one minute) video of such activities and events.

Products and Services. No products or services may be named “autumnfest” or advertised using the Mark or any variation thereof (including, for example an “Autumnfest Sale”) without the prior written permission of AUTUMNFEST. If the Mark is to be used in a manner which will promote the Festival, as well as a particular product or service, such permission will ordinarily be granted. All such use shall include identification of the name as a registered trademark “®”.

Recording and/or Broadcasting. All recording and/or broadcasting of any Performances, Parade, or other Festival events, without the prior written permission of AUTUMNFEST, is strictly prohibited, except as provided above under “News Reporting.” Such permission may include limitations, such as when and how often a broadcast may be made, and shall be granted only upon payment of appropriate consideration, as determined, on a case by case basis by AUTUMNFEST, considering such factors as whether the use is designed to promote the Festival, and whether it is being used for profit. It shall be the responsibility of the broadcaster or licensee to obtain any necessary consents from individual performers.

Participation. Any manner of participation or activity in the Parade or other aspects of the Festival, or on the Festival grounds or Parade route, by a business or commercial enterprise, including, without being limited to, souvenir and merchandise vendors, food and beverage vendors, and members of the press and broadcast media (except as provided above under “News Reporting”), without the prior written permission of AUTUMNFEST, is strictly forbidden. Such permission may be subject to specific terms, conditions, and limitations as AUTUMNFEST, in its discretion may determine.

Banishment and Other Remedies. AUTUMNFEST reserves the right to ban any party, and refuse any future permission or consent, in addition to all other rights and remedies available at law, for infringement, violation of any of the above policies, or violation of the terms, conditions, or limitations in any consent or permission. Any party infringing on the Mark or the rights of any performers or participants, violating any of the above policies, or violating the terms, conditions, and limitations in any consent or permission shall be liable for damages, including, without being limited to, reasonable legal fees and expenses, incurred by AUTUMNFEST, and shall reimburse AUTUMNFEST therefor on demand.