



REIV Proud Member Logo Licence Agreement

This non-exclusive licence agreement is made between:

The Real Estate Institute of Victoria Limited (ABN 81 004 210 897)
of 335 Camberwell Road, Camberwell 3124 (“We/Our/Us”)

AND

*

(ABN*.....)

trading as*

(insert registered business name)

of..... Postcode*.....

(“You/Your”) (*insert details)

.....

(REIV Membership Number – Agency)

Usage of the 'Proud Member of the REIV' logo

REIV Agency members can apply to use the official 'Proud member of the REIV' logo to promote their membership. Please note that this logo cannot be used for individual purposes.

Where the REIV member logo can be used:

The REIV member logo is limited to estate agency advertising only. It can be used on For Sale/Lease boards, company website, marketing collateral, company stationery and press advertisements.

Where REIV member logo cannot be used:

The REIV member logo cannot be used to represent an individual. It cannot be used for individual email signatures, business cards, stationery or collateral representing an individual.

Variations of the logo:

There is a variety of logo designs available so that Agency Members can choose the best match for their own brand guidelines.

Apply to use the logo:

To apply for use of the REIV Member Logo, complete this agreement and return it to membership@reiv.com.au . Upon approval, you will receive the member logo via email. If you have any questions about use of the REIV member logo please call the REIV Membership department on **03 9205 6666**.

Recitals

A. The logos set out in the Schedule belong to us and we own the intellectual property in them.

B. You want to be able to use our logos in connection with your business of a licensed estate agent ("your business")

C. We are willing to grant you a non-exclusive licence to use our logos in connection with your business.

D. We have entered into this agreement with you to record the terms on which you will be allowed to use our logos

We both agree as follows:

1. Your licence is non-exclusive

1.1 We grant you a non-exclusive licence to use our logos in connection with your business.

1.2 Your non-exclusive licence begins from the date of this agreement.

1.3 We may also grant others non-exclusive licences to use our logos. Those non-exclusive licences may be on different terms to your non-exclusive licence.

2. Your licence can be brought to an end

2.1 We may bring your non-exclusive licence to an end by giving you one calendar month's notice. We may give our notice at any time.

2.2 You may bring your non-exclusive licence to an end by giving us one calendar month's notice. You may give your notice at any time.

2.3 We may give you a notice bringing your non-exclusive licence to an end immediately if:

2.3.1 you do not comply with the terms of this agreement or we have reasonable grounds for suspecting you may not be complying with the terms of this agreement; or

2.3.2 you dispose of your business or the majority control of your business changes; or

2.3.3 you cease to be a member of us; or

2.3.4 you engage in illegal, fraudulent, deceptive, misleading, or defamatory conduct or an offence is proven in a tribunal or court against you under the Estate Agents Act 1980, the Fair Trading Act 1999, the Trade Practices Act

1974 or any Regulations made under any of those Acts; or

2.3.5 you use our logos in any manner which associates or could be interpreted as tending to associate us with a political, religious, or ethnic group; or

2.3.6 you do something that in our reasonable opinion is detrimental to us or our reputation or the reputation or interests of the real estate profession or

2.3.7 being a natural person, you assign your property for the benefit of your creditors or become a bankrupt; or

2.3.8 being a corporation, you go into liquidation or you are wound up or dissolved or you enter into a scheme of arrangement for creditors or you are placed under official management or a receiver and/or manager is appointed to any of your assets; or

2.3.9 you assign or attempt to assign your non-exclusive licence or any interest in it.

3. You must not assign your non-exclusive licence

The non-exclusive licence we have granted to you to use our logos in connection with your business is personal to you. You cannot assign it nor can you assign any interest in it.

4. How you may use our logos

In using our logos you must comply with the requirements set out in the Schedule. You must not use our logos in a manner which is contrary to those requirements.

5. Ownership of logos and intellectual property

5.1 By entering into this non-exclusive licence you acknowledge that we own our logos and the intellectual property in them.

5.2 This non-exclusive licence does not give you any right, title, or interest in our logos or the intellectual property in them.

5.3 You must not store our logos in any information or storage or retrieval system without our prior written consent which we may give at our discretion. If we give consent, we may impose conditions with which you must comply.

6. Selection of logos

6.1 It is your responsibility to consider the suitability of the logos in the Schedule for use in connection with your business and to select which of the logos you want to use.

6.2 We give no warranty that a particular logo will be suitable for use in connection with your business.

7. Marketing

We are not obliged to formulate or develop or produce any marketing material for you. Nor are we obliged to provide any assistance to you or a third party in connection with the marketing or promotion of your business.

8. Your responsibilities when your non-exclusive licence ends

8.1 When your non-exclusive licence ends you must immediately

8.1.1 cease using and/ or distributing any material of any nature which carries our logos;

8.1.2 remove our logos from all your signage and/or advertising material;

8.1.3 remove our logos from your website;

8.1.4 return to us any materials you have received from us in relation to your use of our logos.

9. We may inspect

9.1 If we have reasonable grounds for suspecting you may have contravened or be contravening the terms of your non-exclusive licence, you authorise us (or our authorised representative) to enter and remain on your business premises at any time between the hours of 9:00 am and 5:30 pm Monday to Saturday inclusive (public holidays excepted) to conduct an inspection to ascertain whether a breach of your licence has occurred or is occurring.

9.2 You and/or your staff will provide us (or our authorised representative) with all assistance and any means of access which we (or our authorised representative) require to carry out a proper inspection of your office, business and any materials on which our logos may appear.

10. We do not monitor other licensees

We have no obligation to you to monitor the use of our logos by other licensees. We give you no warranty or undertaking that other licensees will always comply with the terms of their licences.

11. We may change our logos and your terms of use

During the term of your non-exclusive licence, we may change the size, design, colours and terms of use of our logos. If we do so, we will notify you of the changes and you agree you will comply with the notified changes on and from a date nominated by us.

12. We give no warranties

We expressly disclaim to the fullest extent permitted by law all express, implied and statutory warranties including without limiting the generality of the foregoing merchantability, fitness for particular purpose and non-infringement of proprietary rights. We make no warranty that our logos will meet your requirements or expectations. Your use of our logos is entirely at your risk.

13 Limitation on liability

You acknowledge and use our logos on the express understanding that we will not be liable to you for any direct, indirect, special, consequential, or exemplary damages, including (but not limited to) damages for loss of goodwill, use, or intangible losses (even if you have notified us of possible damages) resulting from your use of our logos.

14. Indemnity

You agree to indemnify us and to keep us indemnified from any claims or demands (including legal costs and disbursements on a full indemnity basis) made by a third party in connection with or arising from your use of our logos.

15. Entire agreement

This non-exclusive licence constitutes the entire agreement made between the both of us and there are no other agreements or understandings whether written or oral in connection with your use of our logos.

If any part of this non-exclusive licence is found by a court or tribunal to be invalid it will be deemed severed.

16. How are notices given?

If we or you need to give a notice, it will be given by pre-paid post addressed to the address of the recipient set out above. A posted notice will be deemed to have been received by the addressee two business days after being posted.

A business day is any day other than Saturday, Sunday or a gazetted public holiday in Victoria.

17/ What law applies?

The law of Victoria applies to your non-exclusive licence.

SCHEDULE Part 1

1.1 Use of REIV's member logo

1.1.1 This Regulation and any rules or guidelines prepared by the REIV pursuant to this Regulation must be consulted by you when preparing use of the REIV member logo in advertising collateral.

1.1.2 There is a general prohibition on the use of the REIV's member logo to form part of a firm's name or a firm's logo.

1.1.3 You are not permitted to use the REIV's member logo in any way which implies that the REIV guarantees, endorses or approves any services, products or advice provided by your estate agency business or representatives.

1.2 Reporting Misuse

You should be alert to, and should promptly advise the REIV of, infringements or other improper uses of the REIV's member logo, so that appropriate action can be taken in order to preserve the integrity and reputation of the REIV.

Part 2

2.1 Logos Available for Use

The only REIV Member logos that are available for use under this Licence Agreement are as follows. Please use the logo most appropriate to the layout and colour format of the marketing material it is being used in.

2.1.1 Proud Member of the REIV



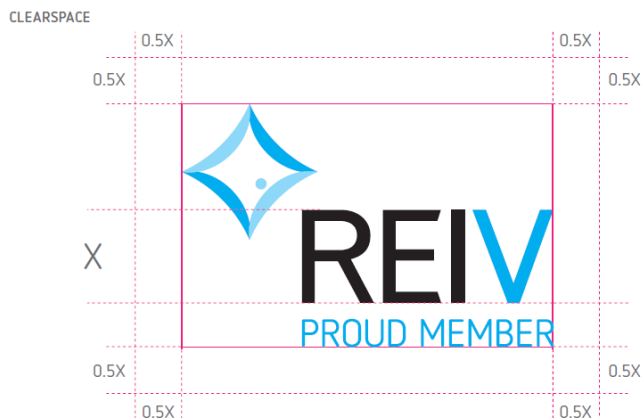
3. REIV Member Logo Usage rules

3.1 Clearspace

The REIV Member logo is strongest when surrounded by safe clearspace with no other elements interfering with or diverting attention from it. Ensure that type, imagery or other graphic elements do not fall within the clearspace area. The clearspace is determined by the height of the 'R' in the 'REIV' wordmark.

3.2 Minimum logo size

Adhering to minimum size restrictions ensures correct reproduction and legibility in all applications. Shown below are the minimum size restrictions for print applications for our proud member logo.



MINIMUM SIZE



Executed by the Authorised Representative

Signature

Print Name

Dated: / / 20

.....
(Insert business name and address)

.....

.....
(Phone & Email)