



South Carolina Tourism & Hospitality
Educational Foundation

Food Safety Seal of Commitment Application

Please complete this application and send with payment to:
SC Tourism & Hospitality Educational Foundation
3612 Landmark Drive, Suite B • Columbia, South Carolina 29204

Operation Name _____

Contact Person _____ Title _____

Location Address _____ City, State, Zip _____

Mailing Address (if different) _____

Phone Number _____ FAX _____

Email _____

Total number of managers at this location ____ Total number of non-managerial employees at this location ____

Parent Company Name _____

Mailing Address _____ City, State, Zip _____

Phone Number _____ FAX _____

By signing this application, you agree to the terms, conditions and license agreements of this program. Please read the terms, conditions and license agreements on the last page of this application or by visiting www.schospitality.org and click on Food Safety Seal of Commitment.

Authorized Signature _____

Member of Hospitality Association of South Carolina price - \$75 per location

Non-member price - \$125 per location

Limit one location per application. Please request additional application booklets for additional locations.

Total due to T.H.E. Foundation \$ _____

Type of payment ___ Cash ___ Check ___ Credit Card

Card # _____ Exp. Date _____

Name on Card _____

Signature _____

* **MUST** have employee training documentation and management certification documentation attached to receive T.H.E. Foundation Food Safety Seal of Commitment.

FOOD SAFETY SEAL OF COMMITMENT LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE SIGNING THE APPLICATION. BY SIGNING THE APPLICATION, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

This License Agreement (“Agreement”) sets forth such terms and conditions for the Food Safety Seal of Commitment that will be licensed by the South Carolina Hospitality & Tourism Educational Foundation, duly organized under the laws of the State of South Carolina to Applicant (“Licensor”), duly organized under the laws of the State of South Carolina (“Licensee”). The term “Materials” shall include any and all marks, documentation, and proprietary materials, in any form maintained, provided to Licensee by Licensor related to the implementation and utilization of the Materials.

Article I. License.

- (A) **Grant.** Licensor grants to Licensee a *royalty-free, non-exclusive, non-transferable, non-assignable, revocable, limited license* for the Materials for use at Licensee’s premises. The Materials shall only be used and this license only extends to use within the State of South Carolina. Licensee shall not rent, lease, sublicense, pledge, share, assign, or transfer the Materials.
- (i) Licensee understands and acknowledges that Licensor is the owner of the Materials and that nothing in this Agreement shall be construed to grant Licensee any right, title, or interest in the Materials except as otherwise specifically set forth in this Agreement.
- (ii) Licensee agrees to use the Materials only as provided by Licensor and shall not modify the Materials without the prior written consent of Licensor. Licensee shall not utilize any of the Materials on the internet or on websites without the prior written consent of Licensor.
- (B) **Term.** Licensor grants Licensee a license as described in this Agreement for the Materials license for a period of two (2) years from the date of this Agreement (“Term”).
- (C) **Use of Materials.** Licensee agrees to use Materials in accordance with the terms and conditions of this Agreement and in accordance with all applicable local, state, and federal laws and regulations. Materials include, but are not limited to, logos; door decals; and certificates.

Article II. Ownership.

Except as may be expressly provided by the license granted in Article I of this Agreement, any and all right, title, and interest in and to all Intellectual Property Rights related to the Materials shall remain the property of Licensor. Intellectual Property Rights include any and all proprietary rights provided under: (1) patent law; (2) copyright law; (3) trademark law; or (4) any other statutory provision or common law principle applicable to the Materials.

Article III. Indemnification.

Licensee hereby agrees to release, defend, indemnify, and hold harmless the Licensor against all claims, demands, causes of action, or liability arising out of Licensee’s use of the Materials. Licensee shall promptly reimburse Licensor for all expenses and costs incurred in defending Licensor against any such claims, demands, causes of action, or liability, including, but not limited to, attorneys’ fees and costs. Notwithstanding the foregoing, nothing in this Agreement shall be construed to deprive Licensor of the right, in its sole discretion, to select counsel to defend Licensor against any all claims, demands, or causes of action arising out of Licensee’s use of the Materials. This indemnification shall survive termination of this Agreement.

Article IV. Termination.

- (A) The license granted in this Agreement remains in full force and effect unless and until terminated in accordance with this Article.
- (B) The license granted in this Agreement shall terminate upon the end of the Term set forth in Article I(B).
- (C) The license granted in this Agreement is terminable by Licensor immediately upon written notice to the Licensee, with or without cause.
- (D) The license granted in this Agreement is shall terminate if Licensee fails to have a ServSafe® certified manager during any operating hours; fails to maintain required food safety training of at least 75% of all food handling employees at all times; has food permit revoked by South Carolina Department of Health & Environmental Control; or is found responsible for any foodborne illness outbreak after investigation by SC DHEC.
- (D) Upon termination of this Agreement, Licensee shall return to Licensor all originals and all copies of Materials within five (5) days of the effective date of termination of this Agreement. In the event said materials are not returned, Licensor or a representative of the South Carolina Department of Health & Environmental Control have the right to remove materials from licensee establishment.

Article V. General Terms and Provisions.

- (A) **Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of South Carolina. The prevailing party in any litigation between Licensor and Licensee shall be entitled to reasonable attorneys’ fees and costs.
- (B) **Whole Agreement.** The Agreement represents the whole, complete, and exclusive agreement and final expression between the parties related to the Materials and supersedes all prior communications, understandings, or representations, whether written or oral, prior to the date of this Agreement. This Agreement may only be amended by a signed writing of the Licensee and Licensor.