

Trademark Permission Request Form



Complete this form if you would like permission to use a trademark, service mark or logo owned by the National Restaurant Association Educational Foundation (Foundation) with respect to training and certification programs and products (Programs and Products).

A trademark is a word (e.g., ServSafe), symbol, or phrase adopted by an organization to identify its products and services, which distinguishes them from the products and services of others.

Please read these directions carefully and then complete all appropriate sections. Incomplete forms will be returned to the requester. Standard processing is 15 business days, although some requests may take longer.

Please provide as much detail as you can. Additionally, please read through all of the Terms and Conditions before signing this Trademark Permission Request Form, as failure to comply with them in your use of the Programs and Products may subject you to legal liability.

Submit completed forms and any samples, mock-ups, or required documentation in one of these ways:

- Scanned form sent via email: servsafe@restaurant.org
- Mail: National Restaurant Association Solutions, LLC
Attn: IP Permissions
233 S. Wacker Drive, Suite 3600, Chicago, IL 60606

If you would like permission to use content other than a trademark, service mark or logo, please complete the Copyright Permission Request Form.

Questions? Contact Solutions at 312.715.1010, or email servsafe@restaurant.org.

Requestor Information

Your name:

Your title:

Organization name:

Type of business:

Address:

City, State, Zip/Postal code:

Telephone number:

Email address:

Fax number:

Request for Limited Use of a Trademark or Logo

1. Check off the mark(s) you would like permission to use:

- | | |
|---|--|
| <input type="checkbox"/> Certified ServSafe Instructor and Proctor Logo | <input type="checkbox"/> Approved ServSafe Alcohol Instructor logo |
| <input type="checkbox"/> Certified ServSafe Instructor logo | <input type="checkbox"/> ProStart logo |
| <input type="checkbox"/> Registered ServSafe Proctor logo | <input type="checkbox"/> ManageFirst logo |
| <input type="checkbox"/> Social Media ServSafe logo | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> ServSuccess logo | |

2. Check off the preferred color(s) and format(s) of the logo that you would like to receive:

- Color
- Black and white
- jpg—this format is ideal for Web pages and electronic materials
- eps—this format is ideal for printed materials
- pdf—this is appropriate if you have the correct software to work with this type of file

3. How do you intend to use the mark? What types of materials do you expect to create?

4. If you are planning to use the logo on a website, provide the address of that site here. Please note, this website must be completed before approval can be granted.

5. Who do you expect to see your promotional materials? Who is your intended audience?

6. When do you want to begin to use the mark?

7. Have you included a sample or mockup with this request? If not, explain why:

8. Provide any additional details about your intended use here:

By signing here, I agree to the Terms and Conditions as listed on page 3 of this Trademark Permission Request Form, which govern the usage of the material I have requested to use:

Date: _____ Signature: _____

Terms and Conditions for Using a Licensed Mark or Work Owned by the National Restaurant Association Educational Foundation

National Restaurant Association Solutions, LLC (“Solutions”) is the authorized licensee of certain marks (“Licensed Marks”) and copyrighted works (“Licensed Works”) with respect to certification programs and products owned by the National Restaurant Association Educational Foundation (“Foundation”). By completing, signing, and submitting this form to Solutions, the requesting party agrees that if permission is granted, the requesting party will comply with all of the following terms and conditions set forth herein.

1. You will comply with all usage and quality control specifications provided to you by Solutions at any time, including updated specifications sent to you from time to time. You will use the Licensed Mark or Work only as permitted hereunder.
2. Solutions reserves the right to revoke at any time any permission it has granted to you in the event your use of the Licensed Mark or Work does not conform with these terms and conditions, including all usage and quality control specifications provided to you, or if your use of the Licensed Mark or Work in any way detracts from the goodwill of the Licensed Mark or Work. Such revocation will be effective immediately upon your receipt of written notice from Solutions.
3. Solutions reserves the right to deny this and all requests to use any Foundation Licensed Mark or Work, for any or no reason.
4. You agree and acknowledge that Foundation owns all right, title, and interest in and to the Licensed Mark or Work, and that no title to the Licensed Mark or Work or ownership of any related intellectual property rights is transferred from Foundation to you hereunder notwithstanding your reproduction, adaptation, or other use of the Licensed Mark or Work.
5. You agree and acknowledge that all rights accruing through use by you of the Licensed Mark or Work will inure to the benefit of Foundation. You agree to assist and cooperate with Foundation and/or Solutions in the perfection and/or enforcement of those rights.
6. Any permission granted to you pursuant to this form is for the Licensed Mark or Work only.
7. If you have requested to use a Licensed Mark: You will not copy, display, or otherwise use the Licensed Mark without identifying it as the exclusive property of Foundation and will place the following sentence, in a type and size reasonably designed to be legible to all viewers, directly next to or below the Licensed Mark: “(Trademark) is a [registered] trademark of the National Restaurant Association Educational Foundation.” In addition, you will mark the initial use of each Licensed Mark in any materials distributed by you with an ® (for registered trademarks),™ (for unregistered trademarks), or SM (for unregistered service marks), as applicable. Any copying, display, or other use of the Licensed Mark without this attribution, or in any way which implies that you or any other party is the owner of the Licensed Mark, will be considered a breach of these terms and conditions.
8. If you have requested to use a Licensed Work: You will not reproduce, adapt, or otherwise use the Licensed Work without identifying it as the exclusive property of Foundation and will place the following sentence, in a format, type and size reasonably designed to be legible to all viewers, on all copies of any materials in which the Licensed Work is reproduced: “© (Year of creation or most recent revision) National Restaurant Association Educational Foundation. All rights reserved.” Any reproduction, adaptation, or other use of the Licensed Work without this attribution, or in any way which implies that you or any other party is the owner of the Licensed Work, will be considered a breach of these terms and conditions.
9. Any permission granted to you is based on information you have provided on this Trademark Permission Request Form, and will be null and void if that information is false or incomplete. Such permission will be valid only through the end date indicated by Solutions. You will cease all copying, display, and other use of the Licensed Mark or Work on that end date. Any copying, display, or other use of the Licensed Mark or Work after that end date will be considered a violation of Foundation’s intellectual property rights and these terms and conditions.
10. You agree that any violation of Foundation’s intellectual property rights or the terms and conditions hereunder will cause great harm to Solutions and/or Foundation and that, in addition to monetary damages, Solutions and/or Foundation may seek injunctive relief to address such harm.
11. This agreement will be governed by the laws of the District of Columbia. Any suit relating to this agreement will be brought only in the District of Columbia. You consent to the exclusive jurisdiction and venue of the courts located in Washington, DC, and you consent to service of process from the District of Columbia.