THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 5-2013

Being a By-Law to Amend By-Law Number 44-2009 Being a By-Law to Adopt the Manual Governing the Policies and Procedures for the Corporation of the Town of South Bruce Peninsula (Wiarton Willie Trademark)

WHEREAS Section 8 of the Municipal Act, 2001, c.25, as amended, provides that a municipality has powers which shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS Section 11 of the Municipal Act, 2001, c.25, as amended authorizes municipalities to pass by-laws regarding the accountability and transparency of the municipality and its operations;

AND WHEREAS the Council of the Corporation of the Town of South Bruce Peninsula adopted a Municipal Policy Manual and desires to amend said by-law by adding a policy regarding the Wiarton Willie trademark.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA ENACT AS FOLLOWS:

1. THAT a policy regarding Wiarton Willie Trademark be numbered appropriately and added to the Municipal Policy Manual as attached hereto.

2. THAT all by-laws and policies inconsistent with this by-law are hereby repealed and replaced with this by-law.

3. THAT this by-law shall come into full force and effect upon the final passing thereof.

READ a FIRST and SECOND time this 15th day of January, 2013.

[Signatures]

READ a THIRD time and FINALLY PASSED 15th day of January, 2013.

[Signatures]
WIARTON WILLIE TRADEMARK

PURPOSE:

This document outlines the policy regarding the use of the Wiarton Willie Trademark. Use of any Wiarton Willie marks must be in accordance with this policy and use that does not comply with the trademark policy is not authorized.

POLICY:

1. The Wiarton Willie Trademark (image and word mark ‘Wiarton Willie’) are owned by the Town of South Bruce Peninsula. The Town is interested in maintaining the integrity of the trademark and it’s representation as part of Wiarton’s ‘brand’.

2. Residents, community organizations and businesses are encouraged to promote the Wiarton Willie trademark and develop Wiarton Willie products so long as they have permission from the Town.

3. Those wanting to use the Wiarton Willie marks, images or logo must complete a Permission to use Wiarton Willie Marks form and receive written approval from the Town.

4. The Economic Development Officer will review requests, authorize permission of use and collect royalty fees due.

5. Permission will be granted for use that is consistent with the Wiarton Willie brand and image and may be contingent on concepts or mock ups being provided.

6. The Town will actively protect the Wiarton Willie marks, image and logo from improper or misleading use by individuals or organizations and will assure that use is appropriate. All manner of use, including advertising use, shall be in good taste as the Town in its sole discretion may determine.

7. Any proposed deviation to the trademark must receive written approval from the Town. If approved, such approved deviation shall be deemed to be one of the licensed trademarks as if originally incorporated.

8. In the event of default, the Town reserves the right to withdraw or terminate permission of the trademark with written notice.

9. The Town reserves the right to apply royalty fees to the use of the trademark as per the included fee structure.
10. The Town reserves the right to develop a more detailed agreement than the Permission to use form, if it is deemed required.

11. **Royalty Fees**
   Royalty fees will be collected on net sales as follows:

<table>
<thead>
<tr>
<th>Annual Net Sales</th>
<th>Royalty Fee on Annual Net Sale</th>
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<tbody>
<tr>
<td>$0 - $4,999</td>
<td>0%</td>
</tr>
<tr>
<td>$5,000 and greater</td>
<td>10%</td>
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12. **Net Sales**

   “Net Sales” shall mean the gross selling price to any customer; less the following items to the extent they are included in such gross selling price:

   a. transport and other related shipping or insurance charges,
   
   b. sales, goods, services, use, custom clearance or similar taxes or duties,
   
   c. trade and quality discounts (but not advertising allowances, or commissions paid to any salesmen, sales agents or service representatives).

13. **Reporting and Payment**

   Royalty fees must be submitted to the Economic Development Officer, thirty (30) days prior the end of each calendar year, a written royalty report setting forth the net sales made during the year and the royalties due thereon.
PERMISSION TO USE WIARTON WILLIE MARKS

I, __________________________, hereby agree that:

All Wiarton Willie marks shall be deemed to be owned by the Town. Any proposed deviation to the Wiarton Willie marks, image or logo shall be subject to the advanced written approval from the Town. Any such approved deviation shall be deemed to be one of the Wiarton Willie marks as if originally incorporated herein.

All manner of use of the official marks shall be in good taste and shall be deemed as such by the Town, at its sole discretion. This shall be performed by the Town in order to ensure the preservation of the Wiarton Willie brand.

The Town is not restricted from granting permission to others to use the official marks on goods which are the same or similar to the licensed trademarks.

Permission shall not be transferred or assigned to other parties. The Town assumes no liability for monies made, declared to have been made or forecast to be made from any products.

Royalty fees will be reported and collected on net sales over $4,999 and reported to the Town.

Description of use:

I have read and agree to the Town’s Wiarton Willie Trademark Policy.

Signature: __________________________ Date: __________________________

The Town hereby grants __________________________ express consent and permission to use the Wiarton Willie marks in such manner as described above.

Signature: __________________________ Date: __________________________
ROYALTY REPORTING FORM

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<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE NUMBER</th>
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<tr>
<th>REPORTING PERIOD</th>
<th>REPORTING YEAR</th>
<th>PERMISSION AGREEMENT NUMBER</th>
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<thead>
<tr>
<th>PRODUCT</th>
<th>ROYALTY %</th>
<th>NET SALES</th>
<th>ROYALTY AMOUNT OWING</th>
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**TOTAL:**

I, ________________________________ do hereby submit to the Town of South Bruce Peninsula, royalties in the amount of $ _____________. This submission is in accordance with the permission agreement number indicated above.

Signature: ___________________________ Date: ___________________________