

Houston Clean Pledge

The Terms & Conditions (the “Terms”) of the Houston Clean Pledge (the “Program“) are as follows:

1. You (the “Company”) understand and agree that by clicking “Agree and Download” below, Company is agreeing to these Terms. By agreeing to the Terms, Company is granted a non-exclusive, royalty-free license to use the HOUSTON CLEAN designations or logos (“Material”) accessed from this page to show that the Company has taken the pledge which is further described in the toolkit (the “Pledge”). This license is made and accepted without any warranty or representation of any kind by Houston First Corporation (“Licensor”), the City of Houston, or any of their respective partners, or any of the officers, directors, managers, employees, agents or representatives of any of the foregoing.
2. Company’s use of the Material is subject to its full compliance with all of the Terms.
3. If Company does not fully comply with the Terms, this license can be terminated immediately and upon notice thereof Company will immediately stop using the Material. Company agrees and acknowledges that its failure to do so will result in immediate and irreparable harm to Licensor and the City of Houston.
4. Company acknowledges and agrees that all of the Material is owned and/or controlled by the Licensor and is part of the Program. Company’s use of the Material will inure to the benefit of the Licensor.
5. Company agrees that it: will not do anything inconsistent with the Licensor’s ownership of the Material; will not further license or sublicense the Material; will not use the Material for any product or service; will not use the Material in any manner that is illegal or illicit or that is in any manner disparaging or offensive to the Licensor or the City of Houston; and will not alter, change or modify the Material or add any other designation, branding, logo, trademark or service mark to the Material. Company will use the Material only in the format available for download and for the purposes allowed by Licensor.
6. Company will use the Material only for the list of acceptable items and source any items through manufacturers and distributors listed here within the toolkit (or as otherwise approved by Licensor in writing) and agrees to the terms on behalf of its suppliers as set forth herein.
7. This license is governed by the laws of the State of Texas without regard to its choice of law rules and Company agrees to submit to the exclusive jurisdiction of courts located in the City of Houston, and waives any objection to the venue in any such courts, in the event of a dispute.

8. Company agrees to uphold the Pledge if it uses the Material. Company will only use the Material if it fully complies with and is committed to taking and acting on the Pledge. By taking the Pledge, Company is helping to promote wellness and safety by following public health protocols and helping the City of Houston reopen and operate responsibly. Company understands that by taking this Pledge, it is agreeing to comply, and representing that it will comply, with the health and safety guidelines issued by the State of Texas and the City of Houston as part of Houston's reopening plan.
9. Company agrees to cause all items to which the Materials are applied and all services of Company to be safe for their intended use and to meet or exceed any local, state or federal regulations that may apply.
10. Company agrees to defend, indemnify and hold harmless the Licensor and the City of Houston to the fullest extent permitted by applicable law from and against any and all claims, judgments, demands, causes of action, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, which may be filed or asserted against, or which may be suffered or incurred by, them or either of them, which are related directly or indirectly to, or which arise directly or indirectly from or in connection with, Company's negligence, willful misconduct or breach of these Terms, or Company's use of the Material or participation in the Program, **EVEN IF CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE LICENSOR OR THE CITY OF HOUSTON.**