



Chaîne des Rôtisseurs

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CHAÎNE DES RÔTISSEURS TRADEMARK USAGE POLICY

Amended Effective Date: May 1, 2017

The Confrérie de la Chaîne des Rôtisseurs, Ltd., a corporation organized under the laws of the State of New York, has maintained a policy relating to the use of its trademarks and it is restated in this document.

1. **GENERAL TRADEMARK POLICIES.** The Confrérie de la Chaîne des Rôtisseurs, Ltd., a corporation organized under the laws of the State of New York, and at times referred to as the Bailliage des Etats-Unis (hereinafter referred to as the “Chaîne”), owns various trademarks in the United States including but not limited to the Chaîne’s name and emblem (and variations thereof) and may from time to time create and maintain additional trademarks. Some have been issued registrations by the United States Patent and Trademark Office and others have established common law trademark rights. This Trademark Policy (“Policy”) is part of the Rules and Regulations of the Chaîne and shall apply to and provide guidance relating to the use of its Trademarks (as defined below).
 - a. **Definition of “Bailliage.”** The term “Bailliage” herein refers only to chapters considered to be part of the Bailliage des Etats-Unis (national, regional and local) and not to any other entity, including but not limited to corporations, limited liability companies or associations.
 - b. **Definition of “Region.”** The term “Region” herein refers one of the official collections of Bailliages located in the same geographic areas which are considered part of the Bailliage des Etats-Unis in accordance with the Chaîne by-laws, policies, rules and regulations.
 - c. **Definition of “Foundation.”** The term “Foundation” herein refers to Confrérie de la Chaîne des Rôtisseurs Foundation, Inc.
 - d. **Definition of “Member.”** The term “Member” herein refers to only persons belonging to the Bailliage des Etats-Unis in accordance with the Chaîne by-laws, policies, rules and regulations.
 - e. **Definition of “National Office.”** The term “National Office” herein refers to the official office of the Bailliage des Etats-Unis, currently located at 285 Madison Avenue, Madison, New Jersey 7940-1099.



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- f. Definition of “Sponsor.”** The term “Sponsor” herein refers to either i) a Member, ii) a collection of more than one Chaîne Party, or iii) a Chaîne Party and approved third party.
- g. Definition of “Chaîne Party.”** The term “Chaîne Party” herein refers to Bailliage(s), Region(s), Sponsor(s), Foundation or Member(s).
- h. Definition of “Trademarks.”** The term “Trademarks” as used herein refers to and include any and all existing and future trademarks, services marks, emblems, the Official Emblem (as defined below), logos, seals, trade names, trade dress, whether or not registered, owned by or used by the Chaîne.
- i. Emblem of Association.** The emblem of the Chaîne and each Bailliage shall be of a design as set forth below (“Official Emblem”). Each Bailliage shall only use the Official Emblem of the Chaîne without alteration.



- j. Banners, Flags, and Displays.** The Chaîne reserves the exclusive right to use and control its Trademarks on and in connection with the creation of any and all banners, flags, and displays. Absent prior written consent from the Bailli Délégué (the national President of the Chaîne) or Chaîne Executive Director, the Trademarks shall not be used on any such items except as may be provided by the Chaîne and displays containing any of these items (one item or more than one) must be of product purchased directly from the Chaîne National Office.
- k. Management of Trademark.** The Trademarks are managed by the Chaîne National Office. No Bailliage (local chapter of the Chaîne) or Member may apply to register any Chaîne related trademarks or confusingly similar variants thereof or use the Chaîne’s name or any part thereof in the United States or elsewhere except as provided in this Policy or with the prior written permission of the Chaîne and solely for the Chaîne’s use and benefit. All Trademarks developed by local Bailliages and officers of the organization shall be the property of and controlled by the Chaîne and the Bailliages



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- and officers thereof shall execute any documents reasonably required by the Chaîne to perfect such rights. No Bailliage or Member will challenge the validity of the Trademarks or Chaîne's rights to them nor has any ownership of the Trademarks through their use.
- l. Downloaded Emblems.** Trademarks may be downloaded by Chaîne Parties from the official formats accessible on the Chaîne's website solely for use in accordance with this Policy. These are the only Trademarks that may be reproduced electronically or otherwise without prior written consent of the Bailli Délégué or Chaîne Executive Director and only in accordance with this Policy. The Trademarks may not be altered without prior written consent of Bailli Délégué or Chaîne Executive Director except for sizing purposes.
- m. Duty to Enforce and Report Unauthorized Use.** All Members and Bailliages have agreed to abide by its Rules and Regulations and that includes a duty to abide by and encourage enforcement of the Chaîne trademark policies, report in writing to the Chaîne Executive Director at the Chaîne National Office in Madison, New Jersey any and all unauthorized use of the Trademarks including those of other Members, and acknowledge such duty in writing upon reasonable request by the Bailli Délégué or the Chaîne Executive Director.
- n. General Standards of Quality and Content.** To maintain general quality and content standards in the use of the Trademarks, they shall not be used by any Chaîne Party in a manner that may be offensive in the Chaîne community or in a way that may harm the reputation or the image of the Chaîne as determined in the sole discretion of the Bailli Délégué or Chaîne Executive Director. The Trademarks shall only be used in a positive and flattering manner that reflects well on the Chaîne as determined in the sole discretion of the Bailli Délégué or Chaîne Executive Director. The Trademarks may not be altered without prior written consent of the Bailli Délégué or Chaîne Executive Director. Chaîne Parties shall ensure that the services and goods bearing the Trademarks as permitted herein will be the same or substantially identical in quality and standards as the level of quality and standards of services offered by the Chaîne as of the Effective Date of this Policy or as otherwise instructed or approved by the by Bailli Délégué or Chaîne Executive Director. Upon request by Bailli Délégué or Chaîne Executive Director, Chaîne Parties shall submit samples of advertisements and promotional materials to the Bailli Délégué or Chaîne Executive Director, showing the uses of the Trademarks. The Bailli Délégué or Chaîne Executive Director may communicate regarding any breach of quality or content. Should the Chaîne Party that receives notice of a use of the Trademarks which is inconsistent with this Policy, the Chaîne Party shall cease use of the Trademarks immediately and may not resume use until they can provide evidence to the Bailli Délégué or Chaîne Executive Director's



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satisfaction that the use is in compliance with this Policy. The sole appeal as to the matters described in a communication sent to the Chaîne Party shall be to the Chaîne's Board of Directors and there shall be no right of appeal or reconsideration by any other person, entity, nor by any court.

2. **GENERAL LICENSE FOR THE OPERATIONS OF THE CHAÎNE.** The Chaîne, its officers, directors and authorized staff are hereby granted the non-exclusive right and license to use the Trademarks in the promotion and furtherance of the Chaîne's purposes and general operations, so long as such use is done in accordance with this Policy and such modifications as may be made to it from time to time. The foregoing includes the right to use the Trademarks on printed business and marketing materials reasonably related to Chaîne operations and promotion (such as letterhead, business cards, envelopes, invitations, and brochures), so long as such items are not to be sold and the Trademarks are not altered. General operations shall include, but are not limited, to the Chaîne U.S. Grand Chapitre, the Société Mondiale du Vin, L'Académie de Gastronomie Brillat-Savarin des Etats-Unis, *Gastronome* magazine, *Gastronome Extra!*, Chaîne Foundation, Chaîne supplies, corporate sponsorships, cooperative alliances, and all other authorized association programs and publications, be they local (by Bailliages), regional, national, and otherwise. This license to use the Trademarks shall be at no cost (unless otherwise communicated) and subject to such controls and limitations as may be communicated by the organization's Bailli Délégué or Chaîne Executive Director.

3. **AUTHORIZED USE BY MEMBERS, REGIONS AND FOUNDATION.**

- a. **Foundation and Regions License for Operations.** Regions and the Foundation are hereby granted the non-exclusive right and license to use the Trademarks solely in the promotion and furtherance of the Chaîne's approved purposes and operations, such as sponsored programs, projects, community service and other events, so long as any and all use is done in accordance with this Policy and only for the benefit of the Chaîne. The foregoing includes the right to use the Trademarks on printed business and marketing materials reasonably related to Chaîne operations and promotion (such as letterhead, business cards, envelopes, invitations, and brochures), so long as such items are not to be sold and the Trademarks are not altered. The Foundation was formed by the Chaîne with its primary mission being the promotion of the organization, its mission and education in the hospitality industry (chefs, wine professionals, hotel industry, etc.). Other uses may be authorized from time to time with the prior written approval of the Bailli Délégué or Chaîne Executive Director and may be terminated upon written notice from the Bailli Délégué. Termination notices are effective immediately upon issuance.



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obtained through the Chaîne National Office and official licensees subject to the limitations stated below.

- ii. **Use of the Trademarks for Other Products.** For products not available through the Chaîne National Office and official licensees, Bailliages and Regions are authorized to use, purchase, manufacture, distribute or sell items bearing the Trademarks in accordance with the provisions set out below and in accordance with this Policy:

(1) **Limited Quantity Apparel Items:** For all apparel items, Bailliages and Regions are hereby granted permission and license to use, purchase, sell, manufacture or distribute items bearing the Trademarks when the total number of each individual apparel item does not exceed fifty (50) in one fiscal year, and Bailliages and Regions are hereby granted permission and license to use, purchase, sell, manufacture or distribute apparel items bearing the Trademarks when the total number of each individual apparel item does not exceed fifty (50) or a total of equal to one (1) per Bailliage Member plus five percent (5%), whichever is greater, in one fiscal year. For purposes of this section, apparel items are defined as clothing such as caps, visors, shirts, jackets, and ties that one would wear to cover, protect, or decorate your body.

(2) **Chaîne Membership/Event Pins.** Bailliages and Regions are hereby granted permission and license to use, purchase, sell, manufacture or distribute regional pins or their event pins provided that the pins bearing the Trademarks are:

- a) ordered from an authorized Chaîne licensee or entity that confirms in writing that the Trademark will not be used except in accordance with this Policy and a copy of that instrument is delivered to the National Office in advance of manufacture;
- b) clearly identified with a particular Chaîne entity, Bailliage or Region;
- c) are to be used solely for wearing or gift purposes at Chaîne events;
- d) conform with this Policy and any other trademark policies adopted by the Chaîne;
- e) contains the permanent marking of ® or TM as directed by the Bailli Délégué or Chaîne Executive Director;



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- f) contains an authorized Chaîne licensee identifying mark on the back side of the pin;
 - g) fitted on the back side with a single clutch, multiple clutch, safety pin, straight pin or screw-back attachment;
 - h) do not designate or relate to any office (officer position) of any Chaîne entity;
 - i) are not manufactured for the purpose of recognition, special achievements, training, awards or support of any Chaîne entity or partners; and
 - j) are not a jewelry item or piece that is in the same class as an item available in the Chaîne National Office or special sales promotion brochures or flyers published from time to time by the Chaîne National Office.
- (3) **All Other Items Requiring Approval:** For all apparel items exceeding the numbers stated above for an individual item in one fiscal year, and all other items not otherwise identified, Bailliages which desire to use, purchase, sell, manufacture, or distribute items bearing the Trademarks, must obtain prior written approval from and pay such license fees and/or royalty payments as determined by the Bailli Délégué or the Chaîne's Executive Director.
- c. **Events and Programs.** The Chaîne, Bailliages and the Regions from time to time, may offer events, programs and/or other services to Members (with or without charge).
- i. **Bailliage and Region Events:** Bailliages and the Regions are hereby granted the non-exclusive right and license to use the Trademarks in connection with holding authorized Chaîne events in accordance with its policies, rules and regulations (which includes this Policy), governing such programs and does not conflict with the purposes of the Chaîne, compete with the activities, programs or existence of the Chaîne. All royalty income derived from the use of the Trademarks on such programs and otherwise shall accrue for the benefit of the Chaîne and be promptly transmitted to its National Office for deposit to its general fund.
 - ii. **Sponsor Programs:**
 - (1) If a program or service is to be organized or hosted by a Sponsor ("Sponsor Program") and the Sponsor includes an entity that is not a Chaîne Party then such proposed third party Sponsor(s) must be approved in advance by the Bailli Délégué or Chaîne Executive Director.



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- (2) Sponsors shall be required to apply for a license to use of the Trademarks for each Sponsor Program. The application shall include a written request from the President or other authorized officer of the approved Sponsor stating support of and by the applicable Bailliage and/or Region for the Sponsor Program. The Chaîne may require such other documentation as it deems necessary to consider the application.
- (3) The proposed programs or services by a Sponsor shall not compete or otherwise conflict with an existing program, sponsored by the Chaîne, except as authorized by the Chaîne's Board of Directors, the Bailli Délégué or Chaîne Executive Director. Permission will be granted to use the Trademarks in connection with sponsorship of said programs only where a similar program is not currently in existence and the Bailli Délégué or Chaîne Executive Director determine that it is in the best interest of the Chaîne to give approval. Denial of a request shall not be subject to review by any other person or entity as approval is at the sole discretion of the Chaîne.
- (4) Sponsor shall agree to review all solicitation materials, including any website content, to ensure that the same are consistent with general standards of quality and content and this Policy and any other applicable policies of the Chaîne. Before solicitation begins, all material including proposed website design, must be submitted in writing to the Chaîne Executive Director for approval. A letter, telecopy or email communication to the Bailli Délégué or Chaîne Executive Director shall satisfy this requirement. The Sponsor must be clearly identified on the proposed solicitation materials and any other item on which the Trademarks will be printed or otherwise affixed, including, if applicable, credit cards.
- (5) The Sponsor shall pay to the Chaîne at a time designated by the Bailli Délégué or Chaîne Executive Director a royalty of 10% of the gross revenue received by the Sponsor from the Sponsor Program or from any vendor of a Sponsor Program as a royalty for use of the Trademarks or such other amount as may be agreed upon by Sponsor and the Chaîne. The Chaîne Executive Director will communicate with each licensed Sponsor annually to determine the royalty owing to the Chaîne and the Sponsor shall timely respond to such request. Each Sponsor is encouraged to preserve all relevant records and documentation of the vendor to verify the accuracy of the royalty and the Chaîne may request copies of such.



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- (6) The Chaîne reserves the right to revoke the license to use its Trademarks or any of them upon giving notification to the Sponsor and, if known, any vendor. If appropriate and feasible, any such revocation should take into consideration Sponsor and vendor contract obligations. In the event the license is revoked, the Sponsor is required to immediately cease and desist from using the Trademarks, require any third party to do the same and confirm in writing that it has done so.
 - (7) The Sponsor shall use its mailing lists for distribution or, if to be distributed by the Chaîne, then it may be distributed by the Chaîne. In the event that a Sponsor comes into possession of a mailing list of the Chaîne, it shall preserve its confidentiality and shall not duplicate or use such mailing lists, for any other purpose whatsoever nor provide it/them to any person or entity without the written consent of the Chaîne. If the Sponsor and/or any vendor use or make available the Chaîne mailing lists for any purpose other than the program, the Chaîne reserves the right to immediately revoke authorization to use the Trademarks. Such revocation will be effective immediately upon issuance of the notification to the offending party. A penalty of US\$5,000.00 shall be assessed against the Sponsor and/or any vendor who uses or makes available the mailing lists for any improper purposes or duplicates such lists without authorization. Upon notice of the penalty the Sponsor shall promptly comply with a request for payment.
 - (8) The Bailliage and/or Region of an authorized Sponsor may use the Trademarks on any written communication or promotional material related to the authorized Sponsor Program, so long as use is done in accordance with the written agreement of the Chaîne signed by the Bailli Délégué or Chaîne Executive Director and in conformance with this Policy and any other policies adopted from time to time by the Chaîne Board of Directors and the name of the Bailliage or Region responsible for the Sponsor Program is clearly identified along with the Trademark. Other Chaîne-approved entities, including vendors or entities not affiliated with the Chaîne may only use the Trademarks in accordance with a written agreement with the Chaîne.
5. **OFFICIAL LICENSEES.** The Bailli Délégué or Chaîne Executive Director may initiate agreements with manufacturers or other vendors throughout the world to acquire and make available for sale to Bailliages, Regions or Members items bearing one or more of the Trademarks. The terms under such license agreements shall be determined by the Bailli Délégué and in his or her absence the Chaîne Executive Director and shall include license fees and/or royalty payments on all items sold. The amounts payable and the terms thereof



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shall be agreed upon and memorialized in a written license agreement prior to the manufacture and sale of products.

6. ENFORCEMENT OF TRADEMARK POLICIES. As the owner of the Trademarks, the Chaîne will take necessary steps to prevent, and provide against legal risks, which may flow from any unauthorized use.

a. Unauthorized Use by Bailliages, Regions, Sponsors, Foundation or Members.

In the event the Chaîne receives sufficient evidence that a Chaîne Party is engaged in the unauthorized use, sale, purchase, manufacture and/or distribution of products, unauthorized programs or services bearing any of the Trademarks, or use in a manner not in accordance with this Policy or that fails to act in a manner as directed by the Bailli Délégué so as to bring the person/actions into conformity herewith, such Chaîne Party may be notified to immediately cease and desist any such unauthorized use, may be assessed a fee equal to the royalty that the Chaîne would have otherwise received in accordance with the policies set forth herein, shall pay fees and costs incurred by the Chaîne as described below, shall take all actions required to convey to the Chaîne all of his/her/its rights, or may be subject to other appropriate action as determined by the Chaîne Board of Directors. Such actions may be taken with or without notice and may be taken without any meeting or proceeding of which Chaîne Party is notified and may be without the Chaîne Party participation, solely at the discretion of the Board of Directors. Any actions so taken shall not be subject to appeal to or review by any person, entity or court.

b. Continued Violation by Chaîne Party. In the event that the Chaîne receives sufficient evidence that a Chaîne Party continues to violate the Policy after receiving written notice, the Chaîne may take any or all of the following actions:

(1) The Chaîne Board of Directors may be direct a Bailliage to discontinue Membership of the offending Member. The Chaîne may terminate the Member's national Membership in accordance with the By-laws Section 4.1(a) or the Bailliage may be terminated by the Chaîne Board of Directors or the Bailli may be replaced by another person that will cause the Bailliage to come into compliance with this Policy and its obligations. Any Member that violates this Policy is deemed to have acted irresponsibly as that term is used in By-law Section 4.1(a) for purpose of any action that may be taken by the Board of Directors.

(2) Additional sanctions as may be assessed by the Chaîne Board of Directors against the Chaîne Party responsible for the continuing violation.



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(3) Appropriate legal action may be taken to enforce the Trademarks in a court of law or administrative government agency which may include relief such as an injunction and/or monetary damages.

(4) The offending Chaîne Party shall pay to and reimburse the Chaîne for all legal fees and costs of any kind or nature that it incurs because of the violation and any subsequent failure or refusal to correct the actions or to conform to the requirements communicated by the Bailli Délégué on behalf of the Chaîne.

7. **AMENDMENT OF POLICY.** This Policy may be modified from time to time by the Chaîne without prior notice to Chaîne Parties or others. As indicated above, this Policy is a statement of policies already in effect and Board approval is not necessary for it to be effective. Amendments to this Policy shall be approved by the Board of Directors or persons authorized to act on its behalf and shall be effective at the time made. No notice of changes to this Policy are required for them to be immediately effective as indicated. A copy of the Policy will be accessible on the Chaîne website and it will be updated from time to time as amendments are approved.

8. **TERMINATION.**

a. **Members.** The licenses granted and usage approved for the benefit of Members shall end coincident with his or her membership termination and without any notice of same being delivered to such person, as each Member is responsible for knowing and complying with the Chaîne's rules and regulations. Immediately upon termination of membership such person shall cease all use of the Trademarks and destroy any business cards or other permitted materials containing the Trademarks. Notwithstanding a termination of the licenses and approvals because of the end of a person's Membership, his or her obligations as stated in this Policy for the protection of and control of use as stated herein shall continue thereafter and without limitation as to time or duration.

b. **Bailliages, Region or Foundation.** The licenses granted and usage approved for the benefit of Bailliages, Regions, Foundation, or others, shall end upon the earlier of its termination of its existence either by its actions or otherwise, or as a result of the termination of its status by the Bailli Délégué.

c. **Continued Use.** All persons or Chaîne Party to whom a license or approval to use the Trademarks has been granted and continue to use same after the termination date above described shall pay to the Chaîne a royalty in such amount as determined in the Chaîne's sole description and pay and reimburse to the organization all fees and costs of any kind or nature (including without limitation attorney fees) that it incurs to protect



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- its Trademarks regardless of the nature of the actions taken, be they litigation or otherwise.
9. **COPYRIGHT POLICY.** The Chaîne adopted a policy in or about March 2014, which provides that all materials drafted, prepared for, and used by the organization belong to it and appropriate copyright designations shall be placed on them. That copyright policy is incorporated into this Policy by this reference. It is also expanded so that written or other materials subject to copyright law which are created by an Chaîne Party for the benefit of the Chaîne, and those prepared for any of its Bailliages or Regions, shall execute any documents reasonably necessary and requested by the Chaîne to transfer all rights of ownership in and to them as well as the right to any and all revenue from sale, licensing or use thereof to the Chaîne. The provisions of this Policy that related to Trademarks including, but not limited to protection and enforcement contained in this instrument shall similarly apply to copyrighted materials.
10. **RULES AND POLICIES.** The Chaîne from time to time adopts rules and policies that govern its affairs and actions of the organization and Chaîne Parties. This Policy is one of them and the Chaîne Parties have agreed to act in accordance with same and to be bound by them.
11. **NOTICES.** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service (commercial delivery service such as FedEx, UPS, or like carrier) or a professional messenger service, or sent by telecopy, email, or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases, addressed to each Party to its address set forth below. All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgement or other evidence of actual receipt or delivery to the address specified above. In case of service by telecopy or email, a copy of such notice shall be personally delivered or sent by registered or certified mail, in the manner set forth above, within three (3) business days thereafter. The initial addresses of the Parties are as follows:

If to Chaîne:

Confrérie de la Chaîne des Rôtisseurs, Ltd.
The Chaîne House at Fairleigh Dickinson University
285 Madison Avenue, Madison, New Jersey 07940-1099
Attention: Executive Director

If to Chaîne Member:



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To his or her last address on record at the Chaîne National Office in Madison,
New Jersey

If to a Bailliage:

To the attention of the Bailli of the Bailliage at his or her last address on record at
the National Office, except that if it has no Bailli, to the then known officers of
the Bailliage

12. **RULE OF LAW/INTERPRETATION.** This Policy and its interpretation and enforcement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. All disputes arising from this Policy shall be resolved in the State of New Jersey by way of binding arbitration by the American Arbitration Association (“AAA”) or such other alternative dispute resolution agency as the Parties may agree upon. The Parties agree to the designation of a single arbitrator that is mutually selected within ten (10) days following the date of notice from one party to the other of a dispute requiring arbitration. In the absence of agreement, AAA (or the agreed upon alternative dispute resolution agency, if any) shall appoint an arbitrator to hear the dispute. It shall be heard and resolved in accordance with the Commercial Arbitration Rules or comparable rules of AAA then effective (or those of the agreed upon alternative dispute resolution agency for dispute resolution), which form of rules pertaining on the date of the demand for arbitration shall apply and govern the arbitration proceeding.
13. **ABSENCE OF BAILLI DELEGUE.** In the event the Bailli Délégié is unavailable and is not expected to be available for a period of at least ten (10) days and he or she has not otherwise provided written instructions as to whether the Chaîne Executive Director or another national officer should act for him or her during the period of absence, the Chancellor may act for and sign documents on behalf of the Chaîne as may be needed in accordance with the terms of this Policy.