Joint Market Programs and Ad-Hoc Appeals Committee - Meeting Agenda

Date: Thursday, April 10th, 2014

Time: 4:00 p.m. – 6:00 p.m

Location: The Classroom

Committee Members: Bruce Burger (Chair), Betty Halfon (Vice-Chair), Gloria Skouge, Ann Magnano, Patrice Barrentine, David Ghoddousi and Rico Quirindongo

4:00pm  I. Administrative: Chair
A. Approval of Agenda
B. Approval of the Market Programs March 13th, 2014 Meeting Minutes

4:05pm  II. Announcements and/or Community Comments

4:10pm  III. Appeal to Committee of the Council Chair
A. Schaible Daystall Appeal - discussion of Ad-Hoc Committee to review findings and make recommendation to Council per the Daystall Rules and Regulations

4:30pm  IV. Programs and Marketing Directors Report Chair
A. Programs & Promotions Update Kelly Lindsay

4:40pm  V. Presentations and Discussion Chair
A. Farm Program Aggregation
B. Trademark Guidelines
   Action Item: Proposed Resolution 14-29: Update to Trademark Usage Guidelines Z. Cook / M. Balding Kelly Lindsay

5:20pm  VI. Action Items

5:25pm  VII. Resolution(s) to be Added to Consent Agenda Chair

5:30pm  VIII. Concerns of Committee Members

5:35pm  IX. Public Comment

5:40pm  X. Adjournment Chair
MARKET PROGRAMS COMMITTEE
Meeting Minutes

Thursday, March 13th, 2014
4:00 p.m. to 6:00 p.m.
Atrium Loft

Committee Members Present: Bruce Burger, David Ghoddousi, Betty Halfon, Patrice Barrentine

Other Council Members Present:

Staff Present: Ben Franz-Knight, David Dickinson, Zack Cook, Sue Gilbert Mooers, Emily Crawford, Scott Davies, Dianna Goodsell

Others Present: Howard Aller, Sharon Mukai, Russ Ohash, Michael Schaible, Diane Weibling, Joan Paulson, Caitlin Bellum, Wendy Norell, Linda Boitano, Laura Cho, Carol Jasengnou

The meeting was called to order at 4:02 p.m. by Bruce Burger, Chair.

I. Administration
   A. Approval of the Agenda
      The agenda was approved by Acclamation
   B. Approval of the February 13th, 2014 Meeting Minutes.
      The minutes were approved by Acclamation

II. Announcements and Community Comments
Sharon Mukai inquired regarding the Schaible Appeal; she wanted to know if the Schaible Appeal would be part of a process open to the public. Ben Franz-Knight noted that the Schaible appeal hearing would be a public meeting.

Joan Paulson commented in regards to the Daystall Rules & Regulations review. She was curious to know how many craftspeople and farmers were at the Pike Place Market; she inquired about specific information regarding the Daystall trends in the Market.

Linda Boitano noted that she was a farmer at the Market. She noted that she was kindly encouraged and supported from staff regarding value added products. She reported that several years later that the Daystall rules had changed and it presented itself difficult for her to meet the standards for the updated Daystall rules; she noted that rules needs to be relaxed.

III. Programs and Marketing Director’s Report
   A. Programs & Promotions Update
      Emily Crawford briefly presented the Programs and Promotions Update for the month of March 2014. She provided an update on the monthly Marketing metrics with the committee. She noted that we
launched our mobile site this February. She reported that our Facebook reach in February of last year was 111,000 in Seattle in which the figure has been doubled this year; she further added that we are not only reaching our local audience but gaining our unique fans. She lastly reported that Daffodil Day would be held March 20th and that we would be going forward with launching our ad campaign in May.

IV. Presentation and Discussion Items

A. 2014 Daystall Rules Review - Presentation of Recommendations


Zack Cook did make an update regarding proposals related to farmers purchasing Salal as greenery. Zack Cook shared some research regarding the Salal harvesting and permitting process including an idea going through King County to help our farmers obtain a permit or option to pick Salal in designated areas. He noted that one of the biggest problems the farmers are facing is finding someone to help them with resources and guiding them through the process in obtaining permits for harvesting Salal; David Dickinson noted that when the farm development coordinator starts employment that this would be one of his/her priorities.

David Ghoddousi mentioned about the term “family” and the definition and how far it extends to. “Spouse and Domestic Partner” was added to Rule Change # 19. Patrice Barrentine noted that maybe we would want to look at timing instead of family unit. Betty Halfon would like to include a broader sense for family terms, for example farmer helper.

Ben Franz-Knight noted that what is important is the Market Master’s discretion; anyone can appeal those decisions. He added that one thing we can ask of for next year’s rules review is to have staff streamline the process of any joint permit for family, spouse and etc.

Betty Halfon would like to propose a change to add spouses and domestic partners and to continue to have the guidance of the Market Master for their discretion.

Betty Halfon moved, Patrice Barrentine seconded

For: Bruce Burger, David Ghoddousi, Patrice Barrentine, Betty Halfon
Against: 0
Abstain: 0

The amendment to include Parent, Child or Spouse was unanimously agreed upon with also Market Master Discretion under Section K, page 27 of the 2014-2015 Daystall Rules.

There was a Market farmer who presented a physical example on the ability to showcase Salal with a boutique of flowers and having a boutique of flowers absent of the greenery. She noted that she sold much more flower bouquets with the Salal included.

Michael Schiable commented on the Market Master’s discretion and noted that one bad apple can ruin it for the rest of the community.

B. Trademark Usage Guidelines Review

Ben Franz-Knight discussed the Trademark Usage Guidelines. He noted that the next steps included refining the language in the current Trademark guidelines which would include language around guidelines of percentage of production standards in part of the original creation. He added that we would present the updated Trademark guidelines to the Full Council next month with a Resolution included.

There was a brief discussion that followed.

C. Establish Hearing Date - Schaible Appeal

Ben Franz-Knight noted that the recommendation from the Market Programs Committee was to hold the Schaible Appeal hearing on March 27th 3:30. He briefly discussed the procedure for the Appeal process.
He noted that the determination would need to be made within 14 days of the hearing set date and that the final Appeal decision would be made at the April full Council meeting.

Betty Halfon noted that she would not be in attendance for the March 27th Appeal Hearing or Full Council Meeting.

V. Action Items
A. Action Item: Proposed Resolution 14-17: Adoption of Daystall Rules and Regulations

Ben Franz-Knight introduced the resolution which states that the PDA conducts an annual review of the Daystall Rules and Regulations; and WHEREAS, the PDA solicited and received suggestions from the Daystall community regarding rule changes; and WHEREAS, the PDA staff has held Daystall community meetings regarding the potential changes and have altered the initial proposed changes to Daystall Rules and Regulations based upon those meetings; and on February 13th, 2014 the Market Programs Committee held an open public meeting that discussed and considered rule changes with opportunity for public comment; THEREFORE BE IT RESOLVED that the PPMPDA Council hereby approves the following 2014 changes to the Daystall Rules and Regulations as noted on Exhibit A.

David Ghoddousi moved, Betty Halfon seconded

For: Bruce Burger, David Ghoddousi, Patrice Barrentine, Betty Halfon
Against:
Abstained: 0

There was a brief discussion that followed.

Resolution 14-17 passed unanimously

VI. Items for the Consent Agenda
None

VII. Concerns of Committee Members
None

VIII. Public Comment
There was public comment from several of the community members regarding the 2014 Daystall Rules Review.

Michael Schaible inquired if the Pike Place Market PDA had ever received petitions from the public.

Laura Cha discussed about the difficult working conditions of harvesting Salal in the wild. She noted harvesting during certain weather conditions was not an easy solution for the farmers.

Patrice Barrentine noted it would be great to see the example of the flower arrangements with and without Salal used as greenery for the March Full Council meeting.

IX. Adjournment
The meeting was adjourned at 5:57 pm by Bruce Burger, Chair

Meeting minutes submitted by:
Dianna Goodsell, Administrative Services Coordinator
PIKE PLACE MARKET
TRADEMARK USAGE GUIDELINES
Updated April 2014

The Pike Place Market is a nine-acre Historic District in the heart of downtown Seattle, Washington. The Market’s landlord and management agency, the Pike Place Market Preservation & Development Authority (“PDA”), was established by the City of Seattle pursuant to State law and the City’s public corporation enabling ordinance. The PDA is a non-profit corporation chartered to protect and preserve the structures, traditional uses, and character of the Market Historical District.

Through years of use and through federal registration, the PDA owns trademark rights to the Pike Place Market name (and associated names) and the Market’s clock and sign image. The PDA is committed to enforcing its right to exclusive use of Pike Place Market trademarks. We have an active licensing program and license some uses when approved by the PDA Council and when a Trademark Licensing Agreement is in place.

PIKE PLACE MARKET TRADEMARKS INCLUDE:

Word Marks:
- THE PIKE PLACE MARKET
- PIKE PLACE
- PIKE PLACE PUBLIC MARKET
- PIKE PLACE FARMERS MARKET

Design Marks: The graphic representation of the rooftop sign located at the junction of Pike Place and Pike Street. The image includes the sign’s structural framework, the words PUBLIC MARKET CENTER and the clock face; as viewed from all perspectives or as depicted by other letter forms and graphic treatments:

In addition, the above PDA logos are reserved for PDA identification and Market-wide advertising. No businesses inside or outside the Market are permitted to use the PDA logo on any product or for any promotional purpose.
For more than 100 years of continuous operation, the words “Pike Place Market” have taken on meaning in the mind of the public beyond their descriptive, geographical origin. The words signify a traditional style of retail activity distinctly associated with the Pike Place Market as characterized by the Market's high level of personal contact between individual buyers and sellers. The name carries with it an unusually high expectation of seller accountability, expressed for many years in the Market’s well-known slogan “Meet the Producer.”

The Pike Place Market was one of the first historic districts in the nation where the traditional uses and cultural environment of the area were mandated for preservation along with its architecture. In this spirit, the PDA endeavors to preserve and protect the Market’s trademarks so that merchants of the Market and the public can continue to enjoy the benefits of the Market’s longstanding reputation.

The goal of trademark law is to eliminate consumer confusion. Trademark law could not achieve this goal simply by prohibiting marks that are identical; thus, use of similar names and marks in connection with similar goods and services is prohibited because, though not identical, similar marks are likely to deceive consumers. In order to protect our trademarks, we prohibit direct use and copying of the specific trademarks listed above, as well as the use of a number of other similar names and marks—such as any reference to “Pike Place” or “Pike Market.”

WHO MAY USE PIKE PLACE MARKET TRADEMARK?

Through many years of use, the name “Pike Place Market” and associated trademarks have acquired special meaning for consumers as a form of identification for the Market’s unique atmosphere, which imparts real commercial value to the name. Merchants in the Market benefit from the equity built up in the name and trademarks, an equity that will be drastically diminished by the inappropriate or unauthorized use of the name and marks.

Pike Place Market merchants authorized to conduct business within the Market are entitled to use the name “Pike Place Market” and the PDA’s trademarks in accordance with either their rental agreement or lease with the PDA, for the limited purpose of identification and promotion of the location of their business. Leases and rental agreements do not entitle tenants to unrestricted use of PDA trademarks. Market merchants must obtain a license for any uses other than the limited use expressly permitted under their lease or rental agreement.

PDA daystall tenants are permitted to use the name Pike Place Market and the clock/sign image on products they hand make and sell in the Pike Place Market, according to their annual rental agreement. Sales of such products at any location outside of the Pike Place Market must be requested in writing in advance; any approval is granted on a yearly basis corresponding with the term of the annual rental agreement.

Businesses outside of the Market’s boundaries cannot use Pike Place Market as an identifier, unless correctly stating they are “near” or “next to” the Pike Place Market.

All other uses of the name “Pike Place Market” or the PDA’s trademark on any products or to promote any products or businesses are expressly prohibited unless a licensing agreement has been approved by the PDA Council. Generally, licenses will not be granted to organizations or individuals outside the Market unless they demonstrate that their use of the name or trademarks will enhance the goals of the PDA. In addition, any licensee will need to verify that all licensed products are manufactured in compliance with the Prohibition of Sweatshop Conditions and free of hazardous materials, among other requirements. Royalty rates will be set depending on type of use and may be required in advance.
GENERAL TRADEMARK USE REQUIREMENTS
In all cases, the primary purpose of employing PDA trademarks is:

1. To enhance the image of the Pike Place Market as defined by the PDA Charter.
2. To cultivate shoppers and promote retail sales for Market merchants.
3. To further public appreciation of the traditional character, purposes, and products of the Market.

GENERAL CONDITIONS FOR LICENSED USE
Non-exclusive licensing agreements for use of Market trademarks may be granted by the PDA under certain conditions, including:

1. The proposed licensed use is consistent with the primary purposes listed above.
2. The licensed use does not infringe upon licenses already granted, nor does it create confusion in the mind of the consumer, based on interpretation by the PDA.
3. The licensed use materially benefits and improves the Market community by producing revenues not otherwise available through normal Market resources.
4. The licensed product is consistent with the use permits granted by the Pike Place Market Historical Commission for merchandise sold within the Market. Additional information is available upon request.
5. Production methods of all licensed products must be consistent with the high standards established for Permitted Arts and Crafts:
   a. The licensee must be closely involved with the design of each article.
   b. The licensee must be closely involved with the production of each article.
   c. Design and production standards should relate to the specific materials and processes used to produce the specific item.

   Food products, books, and print reproduction from original artwork and photography are exempt from this requirement.
6. The majority of the licensed product must be derived from original artwork, design or craftsmanship.
7. Food products considered for licensing will be those developed by Pike Place Market tenants who produce unique products with their own recipe (this condition is closely aligned with the trademark use requirement that calls for licensed items to further public appreciation of the traditional character, purpose and products of the Market). Creators of such food products could apply for a license to use the name Pike Place Market as part of their product name.
8. All products using Market trademarks are manufactured in compliance with the Prohibition of Sweatshop Conditions and free of hazardous materials. Upon request, applicant will disclose the names and locations of factories, and information about wages and working conditions, for all products using Market trademarks. See Exhibit A.
9. Items not in compliance with standards established in Conditions 4 through 7 above, but that demonstrate an extraordinary ability to meet the General Conditions for Licensed Use may, at the discretion of staff, be brought forward to the PDA Council for consideration.
TIMELINE
Trademark applications are reviewed by PDA staff to determine if they meet the required guidelines. If so, we will advise the applicant of the terms (such as length of license and royalty fees) that we are willing to support and present to the Market Programs committee of the PDA Council. If approved at this meeting, the application is forwarded to the PDA Council for consideration. This process can take two months or longer. Upon approval, a Trademark Licensing Agreement is prepared by PDA staff. This agreement specifies the terms and other requirements, including the notice of trademark ownership that is required to be printed on each product and an insurance requirement. This agreement will be given to the licensee for signature.

TRADEMARK LICENSE APPLICATION AND ROYALTY FEES
There is no fee to apply for trademark use. If an application is approved by the PDA Council, there is a non-refundable $250 start-up fee due before an agreement is drafted. The PDA will pay up to one hour of our legal costs in setting up the agreement; any addition legal expenses the PDA incurs in its work toward developing a Trademark Licensing Agreement for an applicant must be paid by the applicant. Royalty fees are charged and vary depending on the use, but are typically a percentage of sales.

FOR MORE INFORMATION
We appreciate your interest in using the Pike Place Market’s trademarks and in helping the Pike Place Market PDA protect our trademark rights. If you have further questions, please contact Sue Gilbert Mooers at the PDA at 206-774-5259 or sue@pikeplacemarket.org.
EXHIBIT A: PROHIBITION OF SWEATSHOP CONDITIONS

The Pike Place Market Preservation and Development Authority shall only license goods and services covered by this policy from applicants that ensure that all production facilities adhere to or exceed the following sweat free code of conduct in their practices and policies regarding applicable Workers.

a. **Legal Requirements.** Production facilities shall comply with all applicable domestic labor, employment, health and safety, environmental, and building laws; the core conventions of the International Labor Organization, including those regarding forced and child labor, non-discrimination, and freedom of association and collective bargaining; and other internationally recognized labor rights, including those regarding health and safety, maternity leave, hours of work, wages, and homework.

b. **Wages and Benefits.** Production facilities shall pay a non-poverty wage. In the United States, the non-poverty wage is the level of wages required for a full-time worker to produce an annual income equal to or greater than the United States Department of Health and Human Services' most recent poverty guideline for a family of three plus an additional 20% of the wage level paid either as hourly wage, health benefits, or pension benefits. Outside the United States, a non-poverty wage is a comparable nationwide wage and benefit level, adjusted to reflect the local cost of living, sufficient to raise a family of average size out of poverty.

c. **Hours of Work and Overtime.** Production facilities shall not require hourly and quota-based workers to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, production facilities shall provide at least one day off in every seven-day period, as well as holidays and vacations. Production facilities shall ensure that all hours worked beyond the limits on working hours are voluntary, except as provided for by both national law and a bona fide collective bargaining contract. Required overtime should only be permitted when each of the following conditions exists: a) national law permits mandatory overtime; b) the facility is party to a collectively negotiated contract with a representative labor union and this contract permits mandatory overtime, and; c) mandatory overtime does not exceed the amount allowed by the collective contract. In addition to their compensation for regular hours of work, hourly and quota-based workers shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those locations where such laws do not exist, at a rate at least one-and-one-half their regular hourly compensation rate.

d. **Discrimination and Women’s Rights.** Production facilities shall not discriminate in employment—including in hiring, salary, benefits, advancement, discipline, termination, retirement, or any other term or condition of employment or employer practice—on the basis of gender (including pregnancy), race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin. Production facilities shall not require pregnancy tests as a condition of employment, nor demand pregnancy tests of employees. Women workers shall receive equal remuneration, including equal pay, benefits, treatment, and opportunity to fill positions open to male workers.

e. **Harassment and Abuse.** Production facilities shall not harass or abuse workers sexually, psychologically, or verbally, or use corporal punishment.

f. **Freedom of Association.** Production facilities shall respect workers' rights to freedom of association, collective bargaining, striking or other concerted protest, and filing of grievances.
PIKE PLACE MARKET PDA TRADEMARK LICENSE APPLICATION

Please complete and sign this application, acknowledging your understanding of our trademark ownership and our fee requirements.

1. Applicant Information

Name of Applicant: 
Business Name: 
Address: 
City, State, ZIP: 
Phone Number: 
E-mail Address: 

2. Please indicate which trademark(s) you are requesting permission to use (check all that apply):

DESIGN MARKS:

WORD MARKS:

Note: If approved, our agreement will allow you to photograph the Market clock or use another image of it that you supply. This image must be shown in your sample (see below) for approval. The use of the PDA’s logo is not included.

THE PIKE PLACE MARKET
THE PIKE PLACE PUBLIC MARKET
THE PIKE PLACE FARMERS MARKET
PIKE PLACE

3. Describe in detail how you would like to use the trademark(s). Include descriptions of proposed products and attach sample drawings to this application, as well as a sample of the actual product.

4. Describe your marketing plan in detail, including where the proposed items will be sold, for how much, how many will be produced, who they will be made or manufactured by, and any other details.

5. Describe how this trademark request meets the general use requirements listed on page A-4 of this document.
6. Please describe your production methods, and affirm that, unless exempt, they are in compliance with the Production Methods outlined in section 5. a.–c. above. For exempt products, please provide the names and locations of any third-party processing or manufacturing facility.

7. If using a factory to manufacture these items, please provide the names and locations of factories.

8. Upon request, will you be able to provide information about wages and working conditions of these factories?

TRADEMARK OWNERSHIP AND FEE REQUIREMENTS

In applying for use of the Pike Place Market PDA’s trademarks, I acknowledge the PDA ownership and authority over these Marks. I understand a $250 Start-Up Fee will be due upon PDA Council approval, prior to drafting of a Licensing Agreement, which will specify the amount of royalty fees for the use. I further understand that the PDA will pay for up to one hour of legal fees they incur should I have requested changes to the Licensing Agreement; I agree to reimburse the PDA for any legal fees they are charged in excess of one hour for the negotiation, preparation and/or defense of any proposed or signed Licensing Agreement related to this application or my use of the Pike Place Market trademarks.

Applicant Name/Title: ___________________________________________________________

Applicant Signature: ____________________________________________________________

Date: ________________________________

RETURN COMPLETED APPLICATION AND SAMPLES TO:

Sue Gilbert Mooers  |  Pike Place Market PDA | 85 Pike Street, Room 500 | Seattle, WA 98101 | 206-774-5259

sue@pikeplacemarket.org
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   a. The licensee must be closely involved with the design of each article.
   b. The licensee must be closely involved with the production of each article.
   c. Design and production standards should relate to the specific materials and processes used to produce the specific item.

   Food products, books, and print reproduction from original artwork and photography are exempt from this requirement.
6. The majority of the licensed product must be derived from original artwork, design or craftsmanship.
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b. **Wages and Benefits.** Production facilities shall pay a non-poverty wage. In the United States, the non-poverty wage is the level of wages required for a full-time worker to produce an annual income equal to or greater than the United States Department of Health and Human Services’ most recent poverty guideline for a family of three plus an additional 20% of the wage level paid either as hourly wage, health benefits, or pension benefits. Outside the United States, a non-poverty wage is a comparable nationwide wage and benefit level, adjusted to reflect the local cost of living, sufficient to raise a family of average size out of poverty.

c. **Hours of Work and Overtime.** Production facilities shall not require hourly and quota-based workers to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, production facilities shall provide at least one day off in every seven-day period, as well as holidays and vacations. Production facilities shall ensure that all hours worked beyond the limits on working hours are voluntary, except as provided for by both national law and a bona fide collective bargaining contract. Required overtime should only be permitted when each of the following conditions exists: a) national law permits mandatory overtime; b) the facility is party to a collectively negotiated contract with a representative labor union and this contract permits mandatory overtime, and; c) mandatory overtime does not exceed the amount allowed by the collective contract. In addition to their compensation for regular hours of work, hourly and quota-based workers shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those locations where such laws do not exist, at a rate at least one-and-one-half their regular hourly compensation rate.

d. **Discrimination and Women’s Rights.** Production facilities shall not discriminate in employment--including in hiring, salary, benefits, advancement, discipline, termination, retirement, or any other term or condition of employment or employer practice--on the basis of gender (including pregnancy), race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin. Production facilities shall not require pregnancy tests as a condition of employment, nor demand pregnancy tests of employees. Women workers shall receive equal remuneration, including equal pay, benefits, treatment, and opportunity to fill positions open to male workers.

e. **Harassment and Abuse.** Production facilities shall not harass or abuse workers sexually, psychologically, or verbally, or use corporal punishment.

f. **Freedom of Association.** Production facilities shall respect workers' rights to freedom of association, collective bargaining, striking or other concerted protest, and filing of grievances.
PIKE PLACE MARKET PDA TRADEMARK LICENSE APPLICATION

Please complete and sign this application, acknowledging your understanding of our trademark ownership and our fee requirements.

1. Applicant Information

Name of Applicant: ____________________________________________
Business Name: _____________________________________________
Address: ___________________________________________________
City, State, ZIP: _____________________________________________
Phone Number: _____________________________________________
E-mail Address: _____________________________________________

2. Please indicate which trademark(s) you are requesting permission to use (check all that apply):

DESIGN MARKS:

Note: If approved, our agreement will allow you to photograph the Market clock or use another image of it that you supply. This image must be shown in your sample (see below) for approval. The use of the PDA’s logo is not included.

WORD MARKS:

- THE PIKE PLACE MARKET
- THE PIKE PLACE PUBLIC MARKET
- THE PIKE PLACE FARMERS MARKET
- PIKE PLACE

3. Describe in detail how you would like to use the trademark(s). Include descriptions of proposed products and attach sample drawings to this application, as well as a sample of the actual product.

4. Describe your marketing plan in detail, including where the proposed items will be sold, for how much, how many will be produced, who they will be made or manufactured by, and any other details.

5. Describe how this trademark request meets the general use requirements listed on page A-4 of this document.
6. Please describe your production methods, and affirm that, unless exempt, they are in compliance with the Production Methods outlined in section 5. a.-c. above. For exempt products, please provide the names and locations of any third-party processing or manufacturing facility.

7. If using a factory to manufacture these items, please provide the names and locations of factories.

8. Upon request, will you be able to provide information about wages and working conditions of these factories?

TRADEMARK OWNERSHIP AND FEE REQUIREMENTS

In applying for use of the Pike Place Market PDA’s trademarks, I acknowledge the PDA ownership and authority over these Marks. I understand a $250 Start-Up Fee will be due upon PDA Council approval, prior to drafting of a Licensing Agreement, which will specify the amount of royalty fees for the use. I further understand that the PDA will pay for up to one hour of legal fees they incur should I have requested changes to the Licensing Agreement; I agree to reimburse the PDA for any legal fees they are charged in excess of one hour for the negotiation, preparation and/or defense of any proposed or signed Licensing Agreement related to this application or my use of the Pike Place Market trademarks.

Applicant Name/Title: ____________________________________________________

Applicant Signature: ______________________________________________________

Date: ___________________________________

RETURN COMPLETED APPLICATION AND SAMPLES TO:
Sue Gilbert Mooers | Pike Place Market PDA | 85 Pike Street, Room 500 | Seattle, WA 98101 | 206-774-5259
sue@pikeplacemarket.org