



Market Programs - Meeting Agenda

Date: Wednesday February 13th, 2013

Time: 4:00 p.m. – 6:00 p.m.

Location: Elliott Bay Room (Top of the Economy Building)

Committee Members: Bruce Burger (Chair), Ann Magnano (Vice-Chair), Betty Halfon, John Finke, Jackson Schmidt, and Gloria Skouge

4:00pm	I. Administrative:	Chair
	A. Approval of Agenda	
	B. Approval of the Market Programs January 10 th , 2013 Meeting Minutes	
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4:05pm	II. Announcements and/or Community Comments	
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4:10pm	III. Programs and Marketing Directors Report	Kelly Lindsay
	A. Programs & Promotions Update	
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4:20pm	IV. Presentations and Discussion	David Dickinson
	A. 2013 Daystall Rules Review - Draft of Proposed Rule Changes Presentation	
	B. Trademark Policy Review	Kelly Lindsay
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5:20pm	V. Action Items	Sue Gilbert Mooers
	A. Action Item: Proposed Resolution 12-84: Authorization for Non-Exclusive Trademark Licensing Agreement with Paisley and Parsley Designs	
	B. Action Item: Proposed Resolution 12-93: Authorization for Non-Exclusive Trademark Licensing Agreement with Kim Drew	
	C. Action Item: Proposed Resolution 13-12: Approval of Strategic Goals and Programs for Farm Program	Kelly Lindsay
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5:40pm	VI. Resolution(s) to be Added to Consent Agenda	Chair
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5:45pm	VII. Concerns of Committee Members	
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5:50pm	VIII. Public Comment	
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6:00pm	IX. Adjournment	Chair

There was a brief discussion that followed.

Bruce Burger moved to amend the resolution authorizing up to two additional locations in the Summer 2013 and Beyond. Ann Magnano seconded the motion.

For: Jackson Schmidt, Bruce Burger, Ann Magnano, Gloria Skouge

Against: 0

Abstain: 0

Proposed Amended Resolution 12-81 passed unanimously

B. Agency Review and Roster Development

Kelly Lindsay gave a presentation to the committee regarding Agency Review and Roster Development for the PDA. A copy of the presentation has been included with the minutes. She noted that the last full agency review was conducted in 2011; with an updated review it would allow more flexibility to pick and choose agencies appropriately as needed. She noted that the PDA Staff is embarking on a public agency review with the purpose of developing a roster of marketing communications consultants from which to choose for future campaigns. Kelly reviewed the types of services considered from consultants, selection criteria and timeline for the agency review process.

Jackson Schmidt encouraged Kelly Lindsay to look at the full spectrum of agencies in the Seattle area, both large and small companies.

V. **Action Items**

A. **Action Item:** Proposed Resolution **13:02:** Proposal for Trademark Licensing Agreement with Pike Place Chowder

Sue Gilbert-Mooers introduced the resolution which states that the Pike Place Market Preservation and Development Authority (PDA) is the owner of all rights, title, and interest in and to certain trademarks and graphical representations of the Pike Place Market name and trademark; and, Pike Place Chowder desires to make use of the Pike Place name (word mark as defined on the PDA trademark license application) in connection with packaged Pike Place Chowder for wholesale distribution for a 2 year term to begin January 1, 2013; and, PMPDA and Pike Place Chowder have agreed that in accordance with the terms and conditions of this Agreement, Pike Place Chowder may use the Pike Place Market name in the production and promotion of Pike Place Chowder made and packaged for wholesale distribution; and, Pike Place Chowder agrees that it will not during the 2 year term of this Agreement, or thereafter, challenge the title or ownership of the PDA to the name or trademark or challenge the validity of this Agreement; and, Pike Place Chowder agrees that it will use the terms and images related to "Pike Place Market" and the licensed name and trademark in a way that will reflect positively on the Pike Place Market. The PDA has the right to approve or disapprove of any potential design or marketing plans involving the marks, likenesses or trademarked name(s) owned by the Pike Place Market PDA in relation to Pike Place Chowder wholesale distribution and all related marketing of such; and, Pike Place Chowder agrees to pay the PDA a \$250 start-up fee and 6% of gross sales on packaged wholesale pouches sold through other businesses in the Pike Place Market and businesses outside the Market; this includes some sales that took place prior to the start of this agreement. The start-up fee will be due upon signing of the Trademark Agreement and the dates when semi-annual sales reports and royalty payments are due will be specified in the licensing agreement. It be requested that the PDA Council authorizes the Executive Director or his representative to execute a non-exclusive trademark licensing agreement with Pike Place Chowder for the use of the "Pike Place" name for the wholesale product Pike Place Chowder.

Jackson Schmidt moved, Ann Magnano seconded.

There was a brief discussion that followed

For: Jackson Schmidt, Bruce Burger, Ann Magnano, Gloria Skouge

Against: 0

Abstain: 0

Resolution 12-81 passed unanimously

VI. Items for Consent Agenda

Resolution 13-02 was placed on the Consent Agenda.

VII. Concerns of Committee Members

None

VIII. Public Comment

Jill Andrews noted that the WTA, Washington Tourism Alliance annual meeting will be held on March 12th In Olympia WA, in which the new Governor of Washington will be a key speaker; she invited the committee and staff to the event.

X. Adjournment

The meeting was adjourned at 5:35 pm by Bruce Burger, Chair

Meeting minutes submitted by:
Dianna Goodsell, Administrative Services Coordinator



Pike Place Market Preservation and Development Authority (PDA)

RESOLUTION: 11-96

Authorization of Trademark Policies and Rates

December 2011

WHEREAS, the Pike Place Market Preservation and Development Authority (PDA) is the owner of all rights, title, and interest in and to certain trademarks and graphical representations of the Pike Place Market name and trademark; and,

WHEREAS, the trademarks include those listed in Attachment A; and,

WHEREAS, the PDA licenses other parties to use these trademarks for uses that will enhance the image of the Pike Place Market as defined by the Market's Charter; and,

WHEREAS, the primary purposes for granting licenses for the above referenced trademarks is:

1. to enhance the image of the Pike Place Market as defined in the Market's Charter
2. to cultivate shoppers and promote retail sales for Market merchants
3. to further the public appreciation of the traditional character, purposes, and products of the Market; and,

WHEREAS, the issuance of non-exclusive license agreements meets certain general conditions including:

1. the proposed licensed use is consistent with all 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; and,

WHEREAS, licensing partners agree to use the licensed name and trademark only in a way that will reflect positively on the Pike Place Market; and,

WHEREAS, the PDA pursues enforcement against those infringing on our trademark rights to cease using them in order to protect our trademark rights and the integrity of our marks.

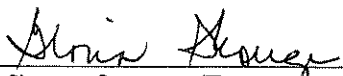
NOW, THEREFORE, BE IT RESOLVED that the PDA Council authorizes the following licensing fees:

Fees by Category:


Food Products:	6 – 10% gross sales; 3 – 5% in-Market sales for current tenants
Non-Food Products:	6 – 10% gross sales; 3 – 5% in-Market sales for current tenants
Publishing (Books):	2 – 5 % gross sales
Tours/Services:	2 – 5% gross sales
Advertising:	\$1,500 minimum for commercial filming/photography, per use
Filming:	\$500 minimum for non-commercial use; \$1,500 minimum for commercial filming/photography

BE IT FURTHER RESOLVED that the PDA Council authorizes the following trademark policies:

1. A start-up fee of \$250 will be charged to each trademark application approved for licensing.
2. For each approved licensing agreement, the PDA will pay up to one hour for our legal costs in setting up the agreement; any additional legal expenses must be paid by the applicant.
3. Staff may approve trademark agreements and licensing fees administratively for one-time use in advertising and filming categories.
4. Discourage the use of "Pike Place Market" and "Pike Place" by any additional Market businesses as part of their business name.
5. The PDA logo is reserved for PDA identification and Market-wide advertising; it is not available for any other businesses to use.
6. Direct staff to pursue trademark registration of the visual mark of the Pike Place Market sign at the north end pergola.



Gloria Skouge, Secretary/Treasurer



Date

Date Approved by Council: December 15, 2011

For: 10
Opposed: 0
Abstained: 0

PIKE PLACE MARKET
EXHIBIT A

**PIKE PLACE MARKET
TRADEMARK USAGE GUIDELINES**

Policy for using the Market's name and other forms of proprietary identification.



Preservation & Development Authority (PDA)
85 Pike St. Room 500 Seattle, Washington 98101 (206) 682-7453
FAX: (206) 625-0646

INTRODUCTION

The Pike Place Market (the “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. To accomplish the PDA’s objective, the PDA has registered its ownership of the following trademarks:

Word Marks:

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

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:



During nearly 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 also 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 can continue to enjoy the benefits of the Market’s longstanding reputation.

INFRINGEMENT POLICY

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. The PDA is committed to enforcing its right to exclusive use of Pike Place Market trademarks. In order to protect the PDA's interest, the PDA not only prohibits direct copying of the specific, registered trademarks listed above, but also the use of a number of other similar names and marks.

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.

For this reason, the PDA has registered with the State of Washington and the Federal Government its ownership of a number of the word marks and the design mark specifically identified with the Market.

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.

All other uses of the name "Pike Place Market" or the PDA's trademark 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 without infringing on licenses already granted. Royalty rates will be set depending on type of use and may be required in advance.

GENERAL TRADEMARK USE REQUIREMENTS

Merchants' trademark use requirements are set forth in either their rental agreement or lease. Pursuant to these agreements, merchants are only permitted to use the name "Pike Place Market" and or other PDA trademarks for the limited purpose of identification and promotion of the location of the Merchant's business inside the Market. ***Leases and rental agreements do not entitle tenants to unrestricted use of PDA trademarks.*** On the contrary, merchants must obtain a license for any and all uses other than the limited use expressly permitted under their lease or rental agreement.

Likewise, all individuals and organizations outside of those authorized to do business as merchants within the Market are prohibited from using the trademarks and name without first obtaining a license from the PDA Council.

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 Market's 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.

TIMELINE

Trademark applications are first reviewed by the PDA staff to determine if they meet the minimum required guidelines. If so, the application will be presented to the Market Programs committee of the PDA Council at their next available monthly meeting. If approved at this meeting, the application is forwarded to the following PDA Council meeting for consideration. This process can easily take two months or longer, depending on agenda items already in place for the meetings.

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 before an agreement is drafted. The PDA will pay up to one hour for our legal costs in setting up the agreement; any additional legal expenses we incur 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 us 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.

PIKE PLACE MARKET PDA TRADEMARK LICENSE APPLICATION

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. 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.

4. Describe how this trademark request meets the general use requirements listed on page A-4 of this document:

5. Attach a sample of your item, showing in detail how you propose using the Market's trademarks.

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

Trademark Licenses as of 12/12/12

	A	B	C	D	E	F
1	Licensee	Term	Expires	Product Type	Product Detail	Royalty Rate
2	Seattle Public Library	resolution approved by Council; agreement to be signed	two years	Advertising	Use of clock image and name in the production of 2013 library cards and printed materials throughout the library's 27 locations and on their website at spl.org.	estimated \$10,000 promotional value
3	Seattle King County Convention & Visitors Bureau	11/5/12 - 12/31/12	12/31/2012	Advertising	The graphic image of the clock used in advertising for the 2DaysinSeattle.com campaign, consisting of online, radio and transit advertising in Portland, Spokane, Vancouver (BC) and the Puget Sound area.	fee waived due to promotional value of this campaign, which has an overall value of \$137,550
4	Ingram Book Group d/b/a Graphic Arts Books	8/3/11 for two years with automatic renewal while the book is in print	automatic renewal	Book: Children's	Use of name and clock image in children's book "Salt and Pepper at the Pike Place Market." Book was first published in 2004 under a license granted to Graphic Arts Publishing. Ingram Book Group has been assigned all publishing assets and wishes to continue publishing and distributing the book.	2.5% of list price; prepayment of books in inventory at time of signing
5	Sasquatch Books	8/3/11 for 2 years with automatic renewal	automatic renewal	Book: Cookbook	Use of name and clock image for cookbook for Jess Thomson called Pike Place Recipes that presents recipes from Pike Place Market merchants and chefs, plus recipes inspired by Pike Place Market ingredients. Clock/sign on cover in a photo with other signage within the book. Names Pike Place and Pike Place Market will be featured in recipe titles and in the text of the book. Sold locally and nationally in all bookstores and online.	2% of suggested retail price/list price
6	Braiden Rex-Johnson d/b/a Seacats Productions	Nov 5, 2004 for two years with automatic renewal on an annual basis	automatic renewal	Book: Cookbook	Name and clock image for Pike Place Market Seafood Cookbook	\$1,000 during term of agreement, payable to Market Foundation
7	Sasquatch Publishing	2/28/03 for 2 years with automatic renewal on an annual basis	automatic renewal	Book: Cookbook	Name and clock image on second edition of Pike Place Market Cookbook	.10/copy with quarterly payments to the Market Foundation
8	Seattle Chocolates	2/20/08 for the term of the registration and all renewals of the Pike Place registrations unless sooner terminated for cause	through all renewals of our trademark registrations	Chocolate	The term Pike Place in connection with Pike Place Espresso Bars	1% of gross sales. No later than 45 days from end of calendar year.

Trademark Licenses as of 12/12/12

	A	B	C	D	E	F
9	Starbucks (for Pike Place Roast)	1/17/08 for five years through 1/17/13. Renewed effective 1/17/13 through 1/17/18.	1/17/2018	Coffee	For name and clock image in United States and Canada. Coffee beverages, packaged coffee, merchandise, and related marketing and collateral material including, without limitation, cups, cup sleeves, coffee bags, advertising, marketing, menus and signage. Both in design and in copy, Licensee will use the term "Pike Place" and the Licensed Marks to invoke the heritage of Licensee's earliest days amidst the authentic richness of the farmer's market, and to signify a consistently great coffee product.	\$20,000 + \$5,000 to Farmer Relief Fund. Beginning 2013: \$30,000 to PDA and \$10,000 to MF annually.
10	Starbucks (for International use)	4/9/10 for 5 years; <i>reimbursement period if not renewed (Agreement Section 6)</i>	4/9/2015	Coffee	For name (Pike Place Market and Pike Place) on coffee beverages, packed coffee, merchandise, and related marketing and collateral material, including, without limitation, cups, cup sleeves, and coffee bags in any country in the world other than the United States or Canada. Exclusive right to use and register the Marks.	\$60,000 PAID IN FULL; apply as deferred revenue each year
11	Jewel Hospitality for Compass Group	2/26/09 for two years; extended additional 3 years	2/26/2014	Food Service	Use of name and clock image with certain services at "Pike Place on the Commons" on the Microsoft West Campus. Logo design will be used in the following manner: catering; food service; restaurant service; food sale; signage including main sign and smaller signs as needed advertising market vendor products; shelf toppers, used as menu boards or promoting specific products, including Market vendors; promotional literature including volume punch cards, flyers and brochures; internal Microsoft website for promotional purposes; labeling including grab and go items, uniforms, shopping bags and labels. Products would include soup containers, sandwich labels, hot product containers and other containers as needed.	\$25,000 annually
12	Stephanie Shull / SMS Ceramics	12/15/11; will remain in effect while a daystall tenant	in effect while daystall tenant	Handmade Craft	For use of name in her business name: SMS Ceramics d/b/a Pike Place	no royalty for this use
13	Cynthia Hope d/b/a Hands of the World	4/28/2006 and continue while the pendant is in production with automatic annual renewal	automatic renewal	Jewelry	Name and clock image on sterling silver charm and pendant. Retail in Hands of the World store and website, and possible wholesale to other businesses in the Market or outside the Market.	no royalty (they have agreement with Market Foundation for Rachel and clock charms)
14	Chukar Cherries	8/3/11 for 2 years	8/3/2013	Packaging / Food	Packaging for Northwest Logo Boxes. Words "Pike Place Market" featured in similar format to the clock design. Sold at Chukar in Pike Place Market, on Chukar website, Made in Washington, REI.	\$500 annually

Trademark Licenses as of 12/12/12

	A	B	C	D	E	F
15	Lantern Press	9/1/11 for 2 years	9/1/2013	Souvenir	Souvenir and gift products to be sold at local stores and tourist shops as well as on Lantern Press website. A few hundred at a time produced of each design. Agreement is for any products sold with Market images (see signed agreement for samples) and additional images with name or clock; any new images with name or clock if reviewed for approval (see 8.1 - 8.4 of agreement).	5% of gross sales. Semi-annual payments due April 15 and September 15.
16	Poster Porters, Inc. (for Beth Logan artwork)	1/30/09 - 12/31/15	12/31/2015	Souvenir	For name and clock image as used in Beth Logan art featuring the Market's entrance. Products covered: aprons, coasters, cocktail napkins, coin purses, magnets, mugs, note cards, ornaments, picture frames, placemats, plastic drinking glasses, playing cards, poster, salad bowls, t-shirts, tablecloths, tea towels, tote bags, trays.	\$2,500 annually
17	Food Inspired LLC, DBA Savor Seattle Food Tours	7/14/11 for 2 years	7/14/2013	Tour	Use of name and clock image for certain Services and Associated Goods. Services are guided tours of the Pike Place Market that incorporate the Marks. Associated goods are goods that contain the Marks and are used to market the Services, namely advertising on the Licensee's website, online advertising, print advertising, and brochures.	\$5,000 annually
18	Market Foundation	Resolution approved by Council; agreement to be signed	two years	Wine	Use of PDA logo on wine bottle labels made into melted platters. Sold by Market artist Nancy Wilson for \$38; Market Foundation gets 10% of sales.	estimated value of \$330 annually for Market Foundation
19	Market Foundation for Rachel Red (Billie Blanc added by amendment)	12/8/11 for 2 years	12/18/2013	Wine	Use of PDA logo on wine bottle label for Rachel Red and Billie Blanc wines.	\$2/bottle benefits Market Foundation; min. \$120/month since 2006 (some months \$600 - 1000)



Pike Place Market Preservation and Development Authority (PDA)

PROPOSED RESOLUTION: 12-84
Authorization for Non-Exclusive Trademark Licensing Agreement with
Paisley and Parsley Designs

November 2012

- WHEREAS, the Pike Place Market Preservation and Development Authority (PDA) is the owner of all rights, title, and interest in and to certain trademarks and graphical representations of the Pike Place Market name and trademark; and,
- WHEREAS, Paisley and Parsley Designs, a home-based business located in Vancouver, WA, desires to make use of the Pike Place Market design mark (Public Market Center sign as depicted on the PDA trademark license application) and the name Pike Place Market in connection with 4x4" travertine coasters and 6x6" travertine trivets that they have sold to five gift shops and offer for sale on their website; and,
- WHEREAS, PMPDA and Paisley and Parsley Designs have agreed that in accordance with the terms and conditions of this Agreement, Paisley and Parsley Designs may use the Pike Place Market design mark and name in the production and promotion of coasters and trivets that are made-on-demand when ordered (made by Portland Vital Signs located in Portland, OR) and sold on a wholesale basis (\$3.50 per coaster and \$7.00 per trivet) to gift shops and at a higher retail price (\$7 per coaster and \$14 per trivet) on the Paisley and Parsley Designs website; and,
- WHEREAS, Parsley and Paisley Designs agrees that they will not during the term of this Agreement, or thereafter, challenge the title or ownership of the PDA to the name or trademark or challenge the validity of this Agreement; and,
- WHEREAS, Paisley and Parsley Designs agrees that they will use the terms and images related to Pike Place Market and the licensed name and trademark in a way that will reflect positively on the Pike Place Market. The PDA has the right to approve or disapprove of any potential design or marketing plans involving the marks, likenesses or trademarked name(s) owned by the Pike Place Market PDA in relation to their coasters and trivets and all related marketing of such; and,
- WHEREAS, Paisley and Parsley agrees to pay the PDA a start-up fee of \$250 and a royalty rate of 10% of gross sales for all licensed items sold during the duration of a two-year licensing agreement, and agrees to pay 10% of gross sales on infringing items sold before the agreement becomes valid. The start-up fee will be due upon signing of the Trademark Agreement. Quarterly reporting and payment will be due throughout the term of the licensing agreement, with dates specified in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the PDA Council authorizes the Executive Director or his representative to execute a non-exclusive trademark licensing agreement with Paisley and Parsley Designs

for the use of Pike Place Market trademarks in the production and promotion of coasters and trivets that feature the Market clock.

Gloria Skouge, Secretary/Treasurer

Date

Date Approved by Council:

For:

Against:

Abstained:



Pike Place Market Preservation and Development Authority (PDA)

PROPOSED RESOLUTION: 12-93
Authorization for Non-Exclusive Trademark Licensing Agreement with
Kim Drew

December 2012

- WHEREAS, the Pike Place Market Preservation and Development Authority (PDA) is the owner of all rights, title, and interest in and to certain trademarks and graphical representations of the Pike Place Market name and trademark; and,
- WHEREAS, Kim Drew desires to make use of the Pike Place Market name and clock image in connection with a "Pike Place Market Collection" of his original artwork on mugs (11 and 14 ounce), canvas tote bags, large trivets with rope, acrylic keychains, magnets, ornaments, playing cards, shot glasses, and square coasters (all featuring Kim Drew's Market Brellas image; acrylic magnets to feature five additional images) for a 2 year term to begin January 1, 2013; and,
- WHEREAS, PMPDA and Kim Drew have agreed that in accordance with the terms and conditions of this Agreement, Kim Drew may use the Pike Place Market name and design mark in the production and promotion of these products featuring his original artwork; and,
- WHEREAS, Kim Drew agrees that he will not during the 2 year term of this Agreement, or thereafter, challenge the title or ownership of the PDA to the name or trademark or challenge the validity of this Agreement; and,
- WHEREAS, Kim Drew agrees that he will use the terms and images related to "Pike Place Market" and the licensed name and trademark in a way that will reflect positively on the Pike Place Market. The PDA has the right to approve or disapprove of any potential design or marketing plans involving the marks, likenesses or trademarked name(s) owned by the PDA in relation to these products; and,
- WHEREAS, Kim Drew agrees to pay the PDA a start up fee of \$250 and a royalty rate of 8% of gross sales for all licensed items sold. The start-up fee will be due upon signing of the Trademark Agreement. Semi-annual sales reporting and royalty fee payment will be due, with dates specified in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the PDA Council authorizes the Executive Director or his representative to execute a non-exclusive trademark licensing agreement with Kim Drew for the use of the "Pike Place Market" name and trademarks for a Pike Place Market Collection of products outlined above (mugs, canvas tote bags, large trivets with rope, acrylic keychains, magnets, ornaments, playing cards, shot glasses, and square coasters) with images of his original artwork.

Gloria Skouge, Secretary/Treasurer

Date

Date Approved by Council: