



## AGREEMENT

**This letter constitutes the Agreement between the New York City Department of Health and Mental Hygiene (“Department”) and second party City of Lakewood, Ohio ) to permit the use of the publication Healthy Homes Guide/Bedbug Education ) or material. The publication/material may be reprinted/reproduced and distributed and/or posted on onelakewood.com ) website, in accordance with the following:**

1. The Department grants second party City of Lakewood, Ohio at no cost, the non-exclusive right to reprint/re-use the publication/material Healthy Homes Guide/Bedbug Education ) Such authorization is limited to use or distribution for informational and educational purposes without any purpose of direct or indirect commercial advantage, and second party City of Lakewood, Ohio ) shall not use, distribute or post on its website the publication Healthy Homes Guide/Bedbug Education ) where access or reception by the public is made subject to payment of a fee; nor shall second party City of Lakewood, Ohio cause, permit or authorize the duplication of the Healthy Homes Guide/Bedbug Education ) publication or any part thereof, or use said publication for any purpose other than specified herein. Second party City of Lakewood, Ohio acknowledges that they shall not use the Healthy Homes Guide/Bedbug Education ) publication in connection with any direct or indirect advertisement or endorsement.
2. Second party City of Lakewood, Ohio acknowledges that the rights granted herein are non-exclusive and that the Department may authorize or permit any other use, or distribution of the Healthy Homes Guide/Bedbug Education ) publication/material and that the Department is the sole owner the publication and retains all rights to publish or distribute, or otherwise use, the Healthy Homes Guide/Bedbug Education ) publication/material at its own discretion.
3. Second party City of Lakewood, Ohio agrees that neither the Department nor the City in any way endorses or supports ideas connected with the distribution or posting on a website of the publication that are not directly contributed by the Department.
4. Second party City of Lakewood, Ohio will insure that each copy of the publication/material will include the phrase “Reprinted and/or reproduced with permission from the New York City Department of Health” prominently in the identifying information, and that except for the space at the bottom designed for text (NYC Department of Health and Mental Hygiene, logo, Mayor’s and Commissioner’s name phone, etc.) the publication is not altered.
5. In addition, second party City of Lakewood, Ohio will ensure that the Department be given the opportunity to review the proofs.

6. Second party\_ City of Lakewood, Ohio agrees to report any research findings, earned media or other evidence of effectiveness or reach to the New York City Department of Health.
7. The period of this Agreement shall be for one year, the first phase of which will run from **March 15, 2018** \_ through **March 14, 2019** , to be renewed upon permission of the Department. If this agreement pertains to a text book, it will be valid for the duration of the printing of the name and edition number:
8. In using the Licensed Materials, City of Lakewood, Ohio ) will include the following credit and statement prominently in the identifying information in a position approved by the Department as part of its approval of the proof:

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Except for the removal of the text at the bottom of the Licensed Materials, (i.e. NYC Department of Health and Mental Hygiene, logo, Mayor's and Commissioner's name phone, etc.) second party City of Lakewood, Ohio will not alter the Licensed Materials other than size reconfiguration. However, second party City of Lakewood, Ohio is authorized to incorporate its contact information, including, but not limited to, its: name, logo, phone numbers, fax numbers, mobile numbers, website addresses, email addresses, mailing addresses, local resource information, social media contact information and such other information as may be first approved by the Department.

***This letter constitutes the entire Agreement between the parties. To specify agreement with the above, please sign this letter below.***

Sincerely,

Laura Rivera  
Director of Marketing  
New York City Department of Health and Mental Hygiene  
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**Name:** Jennifer L. Swallow, Asst. Law Dir. agrees with and accepts the Department rules of publication use

**Organization:** City of Lakewood, Ohio

**Address:** 12650 Detroit Avenue, Lakewood, OH 44107

**Signature:** Jennifer L. Swallow, Asst. Law Dir.  
Jennifer L. Swallow, Asst. Law Dir. (Mar 8, 2018)