

**Florida Green Lodging Program  
Terms & Conditions of Participation  
As of July 1, 2009**

The following Terms and Conditions apply to lodging facilities implementing and participating in the Florida Department of Environmental Protection's (DEP) Florida *Green Lodging* Program. DEP reserves the right to change these Terms & Conditions at any time without prior notice by posting changed Terms & Conditions on the Web site and you are advised to review the Web site regularly for any changes. By applying for the Florida *Green Lodging* Program and accessing participant material, you are bound by these Terms and Conditions as may be changed from time to time.

1. The designated property agrees to use the Florida *Green Lodging* Program name, *Green Lodging* logos in accordance with the following guidelines:

**1.1 Florida Green Lodging Program Name**

The property will identify the program by its full name, the Florida *Green Lodging* Program, at least once when referring to its participation in marketing pieces. Subsequent references to the program in the same marketing piece can simply be Florida *Green Lodging* or *Green Lodging* **Program**. Use of the website address is optional: [www.dep.state.fl.us/greenlodging](http://www.dep.state.fl.us/greenlodging)

**1.2 Florida Green Lodging Logos**

Upon completion of the Florida *Green Lodging* application and notification of designation in the program, the property will be provided access to *Green Lodging* logo files. These files will be accessible on a protected section of the Web site. The logo may be used in a variety of ways - on the property's Web site, the guest room directory, in-room signage, in-room video channel, advertisements, handouts/pamphlets at the front desk/lobby, etc. The logo must be used solely to promote the efforts of the property represented by the authorizing agent for the property, and that aside from any Web/advertising designers hired to work for the property, the property will not forward the logos on to anyone without permission of the Florida *Green Lodging* Program.

2. The designated property acknowledges that the program conducts spot site assessments and agrees to participate in any site assessments by authorized Florida *Green Lodging* inspectors in order to uphold the integrity of the program. Member properties will be given advance notice of any assessment.

3. Within 30 days of its designation date, the property agrees to display the Florida *Green Lodging* certificate in a common area so it is visible to guests and to the public.

4. The designated property agrees to participate in the Florida *Green Lodging* Program's training and education for employees at least two times per year. The training, which will begin in September 2009, will be provided free of charge and will be hosted by webinar or video conference. Additional details can be found at [www.florida.dep.state.fl.us/greenlodging](http://www.florida.dep.state.fl.us/greenlodging).

5. The Florida *Green Lodging* Program research, materials (online and otherwise), plaques, logos are the property of the DEP's Florida *Green Lodging* Program. Use of all Florida *Green Lodging* Program materials, design specifications, Web site, etc. is implicit in this agreement.

5.1 Logos, symbols, and all other materials shall be represented as approved and outlined in Section 1.

5.2 Any revisions, new materials, new design specifications will be made available to designated properties and, if designation is terminated, will remain the property of the Florida *Green Lodging* Program.

6. If the property is removed from the Florida *Green Lodging* Program, the property agrees to implement the following measures within ninety (90) days of the termination date:

6.1 The property will return the Florida *Green Lodging* Designation Certificate.

6.2 The property will remove all references to the Florida *Green Lodging* Program from its Web site or the Web site of the company they are affiliated with; and its in-room directory, in-room signage, on-site signage, video channels, general signage, advertisements, business cards, promotional literature, etc.

6.3 The property will remove all references to the Florida *Green Lodging* Program from any listings it may be participating in, such as commercial and government accommodation guides.

7. Upon removal of the property from the Florida *Green Lodging* Program, the Florida *Green Lodging* Program will, within thirty (30) days of the termination date, remove the property from the Florida *Green Lodging* Web site and all related distribution lists.

8. This agreement will automatically be renewed when the participating property renews its designation in the Florida *Green Lodging* Program.

9. Either party may terminate this agreement for cause by providing ninety (90) days written notice of their intent to the other party.