



Florida *Green Lodging* Program Terms and Conditions of Participation As of September 1, 2015

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 and Conditions at any time without prior notice by posting changed Terms and Conditions on the website. Please review the website regularly for any changes. By applying for the Florida *Green Lodging* Program and accessing participant material, you are bound by these Terms and Conditions.

1. The designated property agrees to use the Florida *Green Lodging* Program name and 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
 - 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 website. The logo may be used in a variety of ways – on the property's website, 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 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.

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

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

5.2 Any revisions, new materials and/or 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. Florida *Green Lodging* designation is valid for three years from date of issuance. To renew their designation, properties must:

6.1 Complete and submit the renewal application.

6.2 Have submitted their environmental performance data (water, waste, energy use) for each of the three years, and must implement at least two new environmental practices from any of the five areas of sustainable operations.

6.3 Conduct and document ongoing employee education to ensure all personnel are implementing the Best Management Practices of the Program.

7. The Florida *Green Lodging* Program is a voluntary initiative. It is the responsibility of designated facilities to meet and maintain Program requirements. To monitor compliance, the Florida *Green Lodging* Program conducts selected facility assessments on a regular basis and solicits feedback from guest comments through the Florida *Green Lodging* survey.

If deficiencies are noted, the Florida *Green Lodging* Program offers assistance to correct them. Consistent failure to correct deficiencies will result in removal from the Program. If a lodging facility is unable or unwilling to maintain Program requirements, it will be removed from the website and no longer identified with the Florida *Green Lodging* Program through name or use of the Florida *Green Lodging* logo.

8. If a 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:

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

- 8.2** The property will remove all references to the Florida *Green Lodging* Program from its website or the website 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.
- 8.3** 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.
- 9.** 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* website and all related distribution lists.
- 10.** These Terms and Conditions will automatically be renewed when the participating property renews its designation in the Florida *Green Lodging* Program.
- 11.** Either party may terminate participation in the Program without cause by providing ninety (90) days written notice of their intent to the other party.