

Badges, Patches and Identification

1025.1 PURPOSE AND SCOPE

The St. Mary's County Sheriff's Office (SMCSO) badge, patch and identification card, as well as the likeness of these items and the name of the Office, are property of the Office. Their use shall be restricted as set forth in this policy. Badges and patches are trademarked.

For procedures related to Badges, Patches and Identification, see the St. Mary's County Sheriff's Office LE Procedures Manual: [Trademarks](#).

See attachments: [Trademark Permission Request Form](#) and [License Agreement](#)

1025.2 POLICY

Members of the Office will use the SMCSO badge, patch and identification card, as well as the likeness of these items, appropriately and professionally.

1025.3 UNAUTHORIZED USE

The SMCSO badge, patch and identification card shall not be displayed or used by any member except when acting in an official or authorized capacity.

Office members shall not:

- (a) Display or use the SMCSO badge, patch or identification card for personal gain or benefit.
- (b) Loan the SMCSO badge, patch or identification card to others and shall not permit these items to be reproduced or duplicated.
- (c) Use images of the SMCSO badge, patch or identification card, or the likeness thereof, or the St. Mary's County Sheriff's Office name, for personal or private reasons including, but not limited to, letters, memoranda and electronic communications, such as email, blogs, or social networking or websites.

1025.3.1 LOST BADGE, PATCH OR IDENTIFICATION CARD

Office members shall promptly notify their supervisors whenever their SMCSO badges, patches, or identification cards are lost, damaged or are otherwise removed from their control.

1025.4 BADGES

The Sheriff shall determine the form of badges authorized for use by office members. No other badges may be used, carried, worn or displayed.

Only badges issued by this office are authorized to be used, displayed, carried or worn by members while on-duty or otherwise acting in an official or authorized capacity.

Members, with the written approval of the Sheriff, may purchase at their own expense an additional badge or flat badge that can be carried.

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1025.4.1 RETIREE BADGES

The uniformed personnel of the Office of the Sheriff shall be provided a Retired Badge upon their retirement, displaying their retirement rank.

1025.5 IDENTIFICATION CARDS

All members will be issued an official SMCSO identification card bearing the member's name, full-face photograph, member identification number, the signature of the Sheriff and the official seal of the Office. All members shall be in possession of their office-issued identification cards at all times, unless it compromises undercover operatives.

- (a) Whenever on-duty or acting in an official capacity representing the Office, members shall display their office-issued identification cards in a courteous manner to any person upon request and as soon as practicable.
- (b) Deputies or other members working specialized assignments may be excused from the possession and display requirements when directed by their Division Commander.

Attachments

Trademark Permission Request Form.pdf

Trademark Permission Request Form

Requestor Information name:

Your title:

Organization name (if applicable):

Type of business (if applicable):

Address:

City, State, Zip/Postal code:

Telephone number:

Email address:

Fax number:

Item requested to be used: (circle one)

Name of image:

Reason for Use

License Agreement.pdf

LICENSE AGREEMENT

This License Agreement is made effective by and between the St. Mary's County Sheriff's Office (the "Licensor") and _____ the ("Licensee").

1. Grant of License.

The Licensor hereby grants to Licensee a non-exclusive license to use the following Trademarks ("Licensed Materials"): "Law Enforcement Badge," "Corrections Badge," "Patch," "375th Anniversary Badge" and the name "St. Mary's County Sheriff's Office." The Trademark named "Previously Issued Law Enforcement Badge" is not authorized to be used. The territory of the license will be the United States. Licensor retains the rights, title and ownership of the Licensed Materials. Use of the Licensed Materials is expressly limited to the use described by the Licensee in the Trademark Permission Request Form, a copy of which is attached hereto and incorporated herein as Exhibit A. The Licensee will ensure the Trademark symbol ® is incorporated with each mark and on each item. Failure to do so will be grounds for revocation of this agreement.

2. Term.

This Agreement is effective as of the signed date by the Licensor and will remain in effect until January 1, 2023, or until either party terminates the agreement with 30 days' written notice.

3. Consideration.

The Licensor is waving any and all fees from the Licensee in return for permission to use the materials.

4. Warranties.

The Licensor hereby warrants that the Licensor has all rights necessary to grant to the license granted in Section 1 and to enter into this Agreement.

5. Modifications to Licensed Materials.

Licensee may not make any changes or modifications to the Licensed Materials.

6. Limitations on Liability.

In no event shall Licensors be liable to the Licensee for costs of procurement of substitute goods, loss of profits, or for any indirect, special, consequential or incidental damages, however caused, whether for breach or warranty, breach of contract, repudiation of contract, negligence or otherwise. Licensee understands and acknowledges that licensor makes no representation as to the operability or fitness for any use, marketability, or merchantability of the licensed materials. Licensee has adequate knowledge and expertise, or has utilized knowledgeable and expert consultants, to adequately conduct due diligence and agrees to accept all risks inherent herein.

7. Indemnity.

The Licensee agrees to indemnify the Licensors for any claims arising from Licensee's use of the Licensed Materials including for any legal expenses incurred in enforcing the terms of this Agreement.

8. General.

a. Assignment.

This Agreement may not be assigned without the prior written consent of the other party and no sublicenses may be issued by Licensee without the express written consent of Licensors.

b. Survival.

The provisions of Sections 4, 6, 7 and 8 shall survive any termination of this Agreement.

c. Governing Law.

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Maryland, without reference to conflicts of law principles.

d. Dispute Resolution.

Parties agree that any suit arising under or in connection with this Agreement, including but not limited to, any proceeding related to a breach, termination, enforcement, interpretation or question of validity of this Agreement, shall be brought in federal or state courts in Maryland, and nowhere else. Both Parties agree to be bound by any judgment or order, whether legal or equitable, issued by the required Courts.

e. Severability; Waiver.

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions shall continue in full force and effect. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of any rights hereunder.

f. Entire Agreement.

This Agreement, including any attachments hereto, constitutes the entire agreement between such parties pertaining to the subject matter hereof. Any other written or oral agreements existing between the parties hereto regarding such subject matter are expressly canceled.

g. Authority to Enter into This Agreement.

By signing below, the individual signing on behalf of the Licensee represents that he or she has authority to enter into this agreement on behalf of, and with binding effect to, the Licensee

BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

LICENSEE

Licensee or Authorized Representative

Date

Printed Name

LICENSOR

Licensor's Authorized Representative

Date

Printed Name