



Calistoga Chamber  
of Commerce

BOARD Meeting AGENDA

August 16, 2016

\*\*\*Mount View Hotel & Spa Conference Room\*\*\*

12:00pm – 1:30pm

**Mission statement: *The Calistoga Chamber of Commerce is an association of business people advocating Calistoga as a premier Napa Valley destination in advancement of a strong local economy.***

Call meeting to order:

Consent Items:

- Action Summary July 19, 2016
- Financials July 2016

Presentation:

- Napa County Open Spaces

Action Items:

- Review “Harvest Table” name joint use agreement document changes

Executive Director’s Report:

- Employee Shuttle Program suspension update
- Harvest Table preparation update
- Staffing update
- Downtown signage/mapping installation update

Announcements:

- Concerts in the Park every Thursday through Aug. 25<sup>th</sup> @ 6:30 PM @ Pioneer Park



**Board Meeting Action Summary**  
July 19, 2016 @ 12:00 PM ~ Calistoga Spa Hot Springs

**BOD Attendees:** Sharon Carone, Pam Ingalls, Daniel Kaiser, Nick Kite, Mike Lennon, Carlene Moore, Stephen Patel, Shane Pavitt, Clive Richardson\*, Nancy Putney-Abernathy, Laura Swanton

**Absent:** Aphrodite Caserta

**Staff:** Chris Canning

**Guest(s):** Leonard LaBranche

**Meeting Called to Order:** 12:04 PM by S. Patel

**Consent Items:**

- Financials June 2016
  - Motioned: Carone                      Seconded: Pavitt                      Passed: 9-0-0
- Action Summary June 21, 2016
  - Motioned: Pavitt                      Seconded: Moore                      Passed: 10-0-0

**Action Items:**

- Welcomed new BOD members: Pam Ingalls, Nick Kite, and Laura Swanton.
- Approved 2016-17 strategic planning initiatives with minor modification
  - Motioned: Carone                      Seconded: Abernathy                      Passed: 10-0-0
- Executive Director Goals & Objectives revised and approved for 2016-17
  - Motioned: Pavitt                      Seconded: Moore                      Passed: 10-0-0
- All BOD members present reviewed and signed the Chamber Conflict of Interest Policy in compliance with IRS requirements.

**Executive Director's Report:**

- Updated BOD on Employee Shuttle Program including its lack of financial support from employers and lack of ridership by employees.
  - BOD remains committed to a maximum funding level of \$40,000 for this program. Unless alternate funding sources can be found, this program will need to be concluded at the end of July.
  - Canning to re-solicit employers for their financial support.
  - Canning to negotiate program suspension or termination with transportation provider.
- Harvest Table event update.
  - Event tickets were sold out (752 tickets) in 8 hours and 40 minutes!
  - Logistical preparations are on schedule and on budget.
- "Harvest Table" trademark issue update provided including outline of challenges presented by ownership of Harvest Table Restaurant of St. Helena (Charlie Palmer Group).
  - BOD remains committed to an amicable resolution of a joint use agreement as recommended by legal counsel.
  - Further update to be provided at next BOD meeting.

**Next BOD Meeting:** August 16th @ Calistoga Spa Hot Springs

Meeting adjourned at – 1:34 PM  
Notes taken by Chris Canning

Action Items submitted by Chris Canning

\*: Indicates late arrival or early departure impacting vote count variances

**Calistoga Chamber of Commerce  
Executive Summary  
July 2016**

**Summary of Cash Flow:**

<i>Cash as of 07/01/16:</i>	248,474.29
Net Income or (Loss) from P&L:	(27,138.25)
Accounts Receivable change (increase) or decrease:	(30,912.95) <sup>1</sup>
Undeposited Funds (increase) or decrease:	0.00
Accounts Payable increase or (decrease):	26,313.80
Deferred Revenue increase or (decrease):	0.00
Accrued Payroll increase or (decrease):	(7,598.00)
Accrued Expense increase or (decrease):	710.00
Office Equipment Asset - computer (increase) or decrease:	0.00
Petty Cash (increase) or decrease:	0.00
Prepaid Expenses (increase) or decrease	3,336.17
Loan Payable increase or (decrease):	0.00
Amortization and depreciation (non cash expense):	<u>67.00</u>
<i>Cash as of 07/31/16</i>	<u>213,252.06</u>

**P&L vs. Budget:**

<b>Current Month</b>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b>Total Income</b>	<b>81,490.75</b>	118,093.23	(36,602.48) <sup>2</sup>
<b>COGS &amp; Expenses</b>	<u><b>108,629.00</b></u>	<u>62,992.00</u>	<u>45,637.00</u> <sup>3</sup>
<b>Net Income</b>	<b>(27,138.25)</b>	55,101.23	(82,239.48)
<b>YTD</b>			
Total Income	81,490.75	118,093.23	(36,602.48)
COGS & Expenses	<u>108,629.00</u>	<u>62,992.00</u>	<u>45,637.00</u>
Net Income	(27,138.25)	55,101.23	(82,239.48)
<b>Projected Next Month</b>			
Total Income		49,193.23	
COGS & Expenses		<u>57,092.00</u>	
Net Income		(7,898.77)	

**YTD Total Revenues, Total Expenses, Net Income:**

	<u>YTD Revenue</u>	<u>YTD Expenses</u>	<u>YTD Net Income</u>
City Contracted	58,509.95	33,705.54	24,804.41
Chamber Operations	22,980.80	64,394.26	(41,413.46)
Chamber Fundraisers	0.00	<u>10,529.20</u>	<u>(10,529.20)</u>
Totals	81,490.75	108,629.00	(27,138.25)

**Receivables:**

Uncollected Membership Dues increase or (decre)	(3,474.00)
Non-membership A/R > 90 days	0.00
Non-membership A/R increase or (decrease):	1,916.66

**Payables:**

	<u>Previous Month</u>	<u>Current Month</u>	<u>Difference</u>
A/P balance	6,500.22	32,814.02	26,313.80
A/P over 30 days	0.00	0.00	0.00

**Notes:**

- 1 Visit Napa Valley invoiced for \$30,000 Guest Information Sponsorship 2016-17
- 2 Advertising Income under \$19,983; Membership Income under \$18,187; Retail Sales Income under \$494; Sponsorship Income over \$1,750; Visitors Guide Income over \$395
- 3 COGS over \$47,620 (COGS Other of \$46,666 consists of UVES Shuttle expenses to date); Expenses under \$1,983 (Legal expense budgeted at \$1,500 but not realized in July)

## TRADEMARK CO-EXISTENCE AGREEMENT

This Trademark Co-Existence ~~and Consent to Use~~ Agreement ("Agreement") is entered into on ~~April-July~~ 21, 2016, between the Calistoga Chamber of Commerce, a California non-profit corporation with an address at 1133 Washington Street, Calistoga, California 94515 ("CCC") and Palmer City-Core Main Associates, LLC ("Harvest Inn") (collectively the "Parties").

CCC owns U.S. Trademark Registration No. 4745386 on the Supplemental Register for CALISTOGA HARVEST TABLE in International Class 35 for "Convention and visitors bureau services, namely, promoting business and tourism in the Calistoga, Napa Valley, California area" and ~~pending~~ U.S. Trademark ~~Application Registration Serial No. 497071086628372~~ for the mark HARVEST TABLE in Class 35 for "Chamber of commerce services, namely, promoting business and tourism in the Calistoga, CA, Napa Valley, Northern California area" (collectively, the "Harvest Table Marks"). CCC has offered visitor services and live events, including a culinary experience featuring a variety of local chefs and wineries ("CCC Services"), under the HARVEST TABLE mark. Harvest Inn uses or intends to use the mark HARVEST TABLE ("HARVEST TABLE Mark") in connection with restaurant and related goods and services, including packaged foods, bread, pastries, baked goods, chocolates, candy, honey, jams, preserves, marmalade, butter, ice cream, dairy items, cigars, beer, mead, and home accessories ("Harvest Inn Goods and Services").

CCC and Harvest Inn are familiar with their own respective services, marketing and sales channels and customers. After review of each other's services, the Parties have determined ~~and concluded that by abiding to the terms and conditions set forth in this Agreement~~ there is no likelihood of confusion between the relevant marks and services, namely, HARVEST TABLE for the CCC Services and HARVEST TABLE for the Harvest Inn Goods and Services. The Parties base this conclusion on the differences in the services and the differences in the parties' sales, marketing, and designs. The Parties agree ~~that confusion in the marketplace will never occur, and~~ to take remedial action in the unlikely event of an occurrence of confusion. The Parties further agree to be bound by the following terms:

- A. Harvest Inn agrees not to contest CCC's registration (or any future registration filed by CCC for its Harvest Table Marks for the CCC Services) or contest CCC's use of the mark HARVEST TABLE in connection with the CCC Services, and further agrees to provide CCC with any necessary consent to register the HARVEST TABLE Marks in connection with the CCC Services with the United States Patent and Trademark Office ("USPTO").
- B. Subject to the terms of Paragraph D. CCC agrees not to contest Harvest Inn's use ~~for of~~ its HARVEST TABLE ~~Mark~~ for the Harvest Inn Goods and Services and ~~further agrees~~ to provide Harvest Inn with any necessary consent to register ~~the mark the~~ HARVEST TABLE ~~Mark~~ in connection with the Harvest Inn Goods and Services with the USPTO. Subject to the terms of Paragraph D. CCC agrees not to contest any application for

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registration or registration filed by Harvest Inn for ~~its~~ HARVEST TABLE or use of the mark HARVEST TABLE, or any confusingly similar mark, for the Harvest Inn Goods and Services. Notwithstanding the foregoing, nothing in this Agreement shall prohibit CCC from offering food at its live events.

C. Harvest Inn agrees not to use the mark HARVEST TABLE, or any confusingly similar mark, with any live event or visitor services. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Harvest Inn from hosting live events at its restaurant venue.

D. Harvest Inn agrees to use the mark HARVEST TABLE for ~~restaurant the Harvest Inn Goods and Services services~~ in conjunction with the word(s) "RESTAURANT" and/or "ST. HELENA" and/or "HARVEST INN" to distinguish its services. Any application for registration or registration filed by Harvest Inn for HARVEST TABLE will include the word(s) "RESTAURANT" and/or "ST. HELENA" and/or "HARVEST INN."

E. The Parties agree not to use any font, packaging or logo design that is similar to each other's design, logos, or copy on advertising or promotional materials, including Harvest Inn's tree logo design and orange logo design or distinctive color scheme as illustrated in Attachment A.

F. The Parties recognize and acknowledge the differences between their marks, services, and trade channels. CCC's HARVEST TABLE is a live culinary event whereas the Harvest Inn's HARVEST TABLE is a restaurant. In addition, the Parties shall use their respective marks in a manner calculated to avoid confusion and will cooperate in taking any and all reasonable actions to avoid confusion, including correcting any instances of confusion or likelihood of confusion which may come to their attention. In the event that either Party becomes aware of any customer (or member of trade) that appears confused or believes that CCC's HARVEST TABLE event in any way originates or is affiliated with Harvest Inn's HARVEST TABLE restaurant (or vice versa), the Party shall promptly inform the customer (or member of trade) that the two services are not related, and if said person seeks to purchase the other Party's service, provide the customer with contact information for the other Party. Further, the Parties agree not to use their respective HARVEST TABLE trademarks in connection with any illegal or offensive content or matters.

G. Nothing in the Agreement shall be deemed to establish an association or relationship of any kind between the Parties. This Agreement is not a license.

#### H. Mutual Releases

i.) Except for the promises and obligations set forth in this Agreement, Harvest Inn, for itself, its affiliates and their respective directors, employees, agents, officers, shareholders, successors, and assigns hereby releases CCC and its affiliates and their

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respective directors, employees, agents, officers, shareholders, successors, and assigns from any and all claims, causes of action, damages, costs and expenses (including reasonable attorneys' fees and court costs), charges and liabilities whatsoever, both at law and in equity arising out of or relating to the subject of this Agreement arising from the beginning of the world to the Effective Date.

ii.) Except for the promises and obligations set forth in this Agreement, CCC, for itself, its affiliates and their respective directors, employees, agents, officers, shareholders, successors, and assigns hereby releases Harvest Inn and its affiliates and their respective directors, employees, agents, officers, shareholders, successors, and assigns from any and all claims, causes of action, damages, costs and expenses (including reasonable attorneys' fees and court costs), charges and liabilities whatsoever, both at law and in equity arising out of or relating to the subject of this Agreement arising from the beginning of the world to the Effective Date.

- I. This Agreement constitutes the entire understanding between the parties and may not be modified, amended, terminated or otherwise altered without an instrument in writing signed by both parties herein.
  
- J. This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the Parties' respective officers, directors, members, employees, heirs, representatives, subsidiaries, affiliates, licensees, successors and assigns, whether by merger, sale, consolidation, license or otherwise. The Parties represent that no assignment or transfer of any interest, claim, good will, ownership right, or cause of action related to the marks or subject matter of this Agreement has been made by or from any Party hereto.

Palmer City-Core Main Associates, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: ~~April~~July \_\_, 2016

CCC hereby consents to Harvest Inn's use of the aforementioned mark for restaurant services.

Calistoga Chamber of Commerce

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: ~~April~~July \_\_, 2016

Attachment A

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# REIDY LAW GROUP

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RICHARD J. IDELL (OF COUNSEL)

## Information About Your United States Trademark Registration

We are pleased to enclose a copy of the original United States trademark registration certificate from the United States Patent & Trademark Office for your trademark. The registration provides you with substantial benefits and protection *within the United States* in the event of a third party infringement, including:

- Priority based on the filing date in all 50 states regardless of use or non-use in any particular state or region
- The right to use the registered ® symbol when the mark is used with your goods
- Notice to others conducting clearance searches of your mark
- The ability to protect your mark in over 90 countries based on your U.S. registration regardless of actual use in the country
- The ability to record your mark with U.S. Customs & Border Protection Service to prevent the importation of goods that infringe your mark
- An expedited “take-down” process when it comes to an infringing domain name or other use of your trademark on social media

Please note the registration date on your certificate. An “Affidavit of Continued Use” must be filed between the **5th and 6th year** and the registration must be renewed **every ten (10) years** following the registration date. We will endeavor to notify you as these deadlines approach. However, given the amount of time involved, we cannot guarantee notification so please calendar these dates and promptly notify us in writing of any address changes. Failure to file these documents may result in the abandonment of your federal trademark registration.

Further, please note that this mark is registered on the Supplemental Register and thus we recommend filing an application on the Principal Register once you have five years of consecutive use to receive the benefits of a full registration, including valuable legal presumptions and the ability to recover attorney fees in the event of an infringement lawsuit.

Please note that non-use of a mark for an extended period of time or modification of the mark can result in abandonment. If either of the above occurs please contact us for advice on how to protect your mark during any period of non-use.

As the trademark owner, you have prior rights against subsequent domestic and imported infringing uses and it is your responsibility to monitor the market for infringing goods. Failure to do so can result in a loss of exclusivity or your trademark can become diluted and lose value. We provide monitoring services on a quarterly, semi-annual and annual basis. Please let us know if you would like to utilize these monitoring services.



**United States of America**  
United States Patent and Trademark Office

# Harvest Table

**Reg. No. 4,970,710**

**Registered May 31, 2016**

**Int. Cl.: 35**

**SERVICE MARK**

**SUPPLEMENTAL REGISTER**

CALISTOGA CHAMBER OF COMMERCE (CALIFORNIA CORPORATION), DBA CALISTOGA VISITOR BUREAU,  
1133 WASHINGTON STREET  
CALISTOGA, CA 94515

FOR: CHAMBER OF COMMERCE SERVICES, NAMELY, PROMOTING BUSINESS AND TOURISM IN THE CALISTOGA, CA, NAPA VALLEY, NORTHERN CALIFORNIA AREA, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-12-2014; IN COMMERCE 6-24-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-628,372, FILED P.R. 5-13-2015; AM. S.R. 2-29-2016.

ELIZABETH KAJUBI, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**