

RAMP Stamp of Approval

Terms and Conditions of Agreement

1. Introduction

R.A.M.P. (Real Access Motivates Progress) (“RAMP”) is a non-profit organization that advocates for and supports accessibility and inclusion for all individuals with disabilities, with a special focus on individuals who use mobility aids or who have mobility-based disabilities. RAMP administers the RAMP Stamp of Approval Program (“Program”), by which RAMP confers a RAMP Stamp of Approval (“Stamp”) to recognize and support businesses and organizations that have demonstrated a commitment to accessibility and inclusion for individuals who use mobility aids or who have mobility-based disabilities. Each Stamp is specific to a particular location of the business or organization (“Premises”), which may be defined by a single street address, building, location and date(s) of an event, or other means as determined by RAMP.

This Agreement is entered into by and between RAMP and _____ (Business or Organization)(“Party”) on _____ (Date) whereby RAMP confers a Stamp to Party for the Premises located at _____

_____ (Full Address)(“Premises”) subject to the Terms and Conditions contained herein.

2. Eligibility

To be eligible for a Stamp for the Party’s Premises, Party must, at minimum,

- Have successfully completed a Roll-Through Accessibility Assessment (“Roll Through”) by RAMP;
- Have implemented the necessary modifications, if any, identified by RAMP during the Roll Through;
- Agree to uphold the principles of inclusivity and non-discrimination, as defined by [Rhode Island General Laws § 28-5](#) and other relevant statutes governing employment and service; and
- Agree to contact RAMP if the Party plans to make any Modifications to the Premises, in compliance with Section 3 herein.

RAMP reserves the right to determine eligibility and modify eligibility criteria (see Section 9 herein for terms and conditions regarding modification of eligibility criteria). RAMP reserves the right to unilaterally revoke the Stamp if Party’s Premises are deemed to be out of compliance with the eligibility criteria (see Section 10 herein for terms and conditions pertaining to revocation of the Stamp).

3. Modifications to the Premises

Modifications to the Premises include, but are not limited to, construction, renovation, remodeling, repairs, and reconfiguration (e.g., Party adds outdoor seating to its restaurant Premises). Unplanned Modifications are Modifications that occur as a result of an unexpected incident, such as a time-sensitive repair. Planned Modifications are all other Modifications, including but not limited to Modifications that are pre-meditated or not immediately urgent when first contemplated.

Party shall notify RAMP of Modifications as early as possible for all Planned and Unplanned Modifications to Premises. Party shall notify RAMP no later than one month (thirty calendar days) prior to the commencement of Planned Modifications. Failure to notify RAMP accordingly may result in revocation of Stamp.

Notification shall be in accordance with the notification process described on RAMP's website, which is subject to periodic updates. Party agrees to allow RAMP to publicly distribute information about the Modification, including but not limited to the nature of the Modification, the timing of the Modification, and changes to accessibility of the Premises before, during, and after the Modification. The specific information distributed is at the discretion of RAMP and may not necessarily be shared for review with Party prior to distribution. Distribution may be through email or phone distribution lists, newsletters, social media, word of mouth, or other means at the discretion of RAMP.

RAMP encourages Party to contact RAMP for review and advice of Modification design. If contacted, RAMP agrees to review Modification design and provide advice at no cost to Party, subject to availability and resources.

4. Change of Party, Change of Ownership, Relocation or Discontinued Use of Premises

This Agreement is only valid for Party and Premises.

Any changes to Party, such as sale of company or change in ownership, must be conveyed to RAMP using the process described on RAMP's website. Failure to notify RAMP of changes to Party, including changes in ownership, may result in revocation of the Stamp at the sole discretion of RAMP.

Any changes to Premises, such as relocation or discontinuation of use, must be conveyed to RAMP using the process described on RAMP's website. Failure to notify RAMP of changes to Premises, including relocation and discontinuation of use, may result in revocation of the Stamp at the sole discretion of RAMP.

5. Use and Display of the Stamp

Party agrees to the following:

- The Stamp shall only be used by Party for Premises;
- The Stamp shall not be used in conjunction with any other location of Party;
- In the case that the Stamp is conferred for an event, the Stamp shall only apply to each instance of the event;
- The Stamp shall be prominently displayed on or near the main entrance at Premises;
- Party shall adhere Stamp upon successful completion of Roll-Through and execution of this Agreement;
- RAMP shall oversee adherence of the Stamp; and
- Party shall not alter the Stamp in any way.

Party may use the Stamp, either in reference or by logo, in Party's marketing materials subject to prior approval by RAMP. Party shall request approval from RAMP using the process described on RAMP's website at least ten business days prior to distribution of marketing materials. Unless otherwise communicated, approval will be issued by default at 5:00 pm eastern time on the tenth business day; approval may or may not include explicit notification to Party. If approval is not issued, RAMP shall notify Party in writing within ten business days of Party's request; written notification shall include an explanation for denial and may include suggested revisions. RAMP reserves the right to deny use of the Stamp in any marketing materials for any reason.

Use of the Stamp in conjunction with any location other than Premises is strictly prohibited and may result in revocation of the Stamp. In the case that the Stamp is conferred for an event, use of the Stamp in conjunction with any other instance of that event is strictly prohibited and may result in revocation of the Stamp. For example, a Stamp received for an event that occurred in 2023 is not valid for the same event held in 2024.

6. Listing and Promotion

Party agrees to allow RAMP to publicly distribute information pertaining to the inclusion and accessibility of Party's Premises. Information is determined at the sole discretion of RAMP. Information includes but is not limited to Party's name of business or organization, address of Premises, description of Premises, Party's logo and/or other identifiers, and photos and/or videos of Party and/or Premises. Public distribution includes but is not limited to website, online materials, social media, emails, newsletters, texts, phone calls, posters, marketing materials, or other means of distribution.

7. Limitation of Agreement

The Stamp does not constitute RAMP's endorsement of any products or services of Party, nor does the Stamp imply any political endorsement or affiliation by RAMP or its representatives. The Stamp is non-exclusive and non-transferrable.

8. Revocation of Stamp

RAMP reserves the right to revoke the Stamp at any time, for any reason, and at the sole discretion of RAMP. Reasons for revocation include but are not limited to:

- Party or Premises does not comply with eligibility criteria as described in Section 2 herein;
- Party is legally accused of illegal discriminatory practices;
- Party fails to notify RAMP of Modifications as described in Section 3 herein;
- Party fails to notify RAMP of change in Party or change in Premises as described in Section 4 herein;
- Party violates the conditions of use of the Stamp as described in Section 5 herein;
- Party disagrees with listing and promotion as described in Section 6 herein; and
- Party and RAMP fail to agree to modified Terms and Conditions as described in Section 10 herein.

RAMP shall notify Party of revocation of the Stamp in writing. Upon revocation of the Stamp, Party must immediately cease use and display of the Stamp and remove any and all references to the Stamp from marketing materials.

Although a Party may reapply for a Stamp following revocation of a previous Stamp, RAMP reserves the right to deny consideration of a subsequent Stamp for any reason at the sole discretion of RAMP.

9. Disclaimers

RAMP does not guarantee the accuracy of the accessibility information in its materials.

Conference of or receipt of the Stamp does not certify that Party or Premises is fully compliant with all applicable laws and regulations.

RAMP is not liable for any claims or damages arising from a Party's participation in this Program.

10. Modification of Terms

RAMP reserves the right to modify these Terms and Conditions at any time. Changes will be communicated to Party in writing. Party shall notify RAMP in writing of non-agreement with modified Terms and Conditions; upon RAMP's receipt of written notification of non-agreement from Party, this Agreement will be declared null and void, and RAMP will revoke the Stamp per Section 8. Party may but is not required to notify RAMP of agreement with modified Terms and Conditions.

11. Governing Law

This Agreement and the Terms and Conditions contained herein are governed by the laws of the State of Rhode Island.

Execution of Agreement

By participating in the RAMP Stamp of Approval Program, Party agrees to abide by these Terms and Conditions.

For Party:

Party Name: _____ (business or organization)

Party Address: _____

(headquarters of business or organization)

Premises Address: _____

(same as address on page 1)

Party Website: _____

Party Social Media: _____

Party has emailed a digital copy of its logo to RAMP

EIN Tax Identification Number*: _____ (optional)

* EIN Tax Identification Number is the unique identification number for Party used by the State of Rhode Island.

Party Authorized Representative Name**: _____ (print name)

Party Authorized Representative Title**: _____

Party Authorized Representative Phone**: _____

Party Authorized Representative Email**: _____

Party Authorized Representative Business Address**: _____

Party Authorized Representative Signature**: _____ Date: _____

** The Authorized Representative must be the owner, chief executive officer, president, chair, or other leadership-level representative.

For RAMP:

Name and Title: Tina Guenette, Executive Director

Signature: _____ Date: _____