



Green Label Plus™
Indoor Air Quality Testing Program
The Carpet and Rug Institute, Inc.
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Green Label Plus™ Private Label Participation Agreement

This Participation Agreement (“Agreement”) by and among _____ (“Participant”), a duly registered _____ (specify type of organization – Inc., LLC, etc.) with its principal place of business at _____ (Address), The Carpet and Rug Institute, Inc. (“CRI”), a nonprofit trade association duly registered as a Georgia corporation with its principal place of business at 100 S. Hamilton St., Dalton, Georgia 30720, USA, and _____ (“Private Labeler”), a duly registered _____ (specify type of organization – Inc., LLC, etc.) with its principal place of business at _____ (Address), is entered into this on _____ (Date).

WHEREAS, CRI administers the Green Label Plus Indoor Air Quality Testing Program (“Program”) popularly known as the Green Label Plus (“GLP”) program, which evaluates samples of carpet, cushion, and adhesive products (the “Products”) for chemical emission levels and authorizes affixation of a CRI approved Service Mark (“Service Mark”) on those Products that meet the Program’s criteria;

WHEREAS, Participant desires to register Products it manufactures and have been certified as compliant (“Certification”) in accordance with the Program’s criteria under the name of Private Labeler pursuant to that certain Participation Agreement between CRI and Participant dated _____ (Private Label Products);

WHEREAS, Private Labeler desires to market and/or sell Participant Private Label Products;

THEREFORE, in consideration of the matters recited above and the mutual covenants herein contained and intending to be legally bound hereby, Participant, Private Labeler, and CRI hereto agree as follows:

- Private Label Product Certification** – CRI may issue additional certificates for Products already compliant and in good standing with the program. Private Label Products will bear the name of Private Labeler and be identifiable only to Participant, Private Labeler, and CRI. Use of additional certificates issued for Private Label Product Certification is contingent upon continued compliance of Participant’s manufactured Products.
- Requirements for Compliance** – Participant agrees to abide by posted Quality Manual, Processes and Procedures Manual, and all subsequent updates, addendums, annexes, and revisions to the documents (collectively, the “Manual”). The Manual will be posted and available on CRI’s website (<https://carpet-rug.org>.) Participant will be notified of changes to the Manual via email or postal mail. Signed acknowledgment of receipt of these notifications by Participant is required.

3. Service Mark – Participant and Private Labeler agree to abide by posted Label Standards Guides, Brand Standards, Logo/Label (Service Mark) Usage Guidelines and all subsequent updates, addendums, annexes, and revisions to the documents (collectively, the “Service Mark Guide”). The Service Mark Guide will be posted and available on the CRI website. Participant will be notified of changes to the Service Mark Guide via email or postal mail. Signed acknowledgment of receipt of these notifications by Participant is required.

4. Participant Duties Pursuant to Private Label Product Certification – Participant shall comply with the following duties pursuant to obtaining and maintaining private label product Certification:

- (a) Participant shall always fulfill the Certification requirements including implementing the appropriate changes when they are communicated by CRI.
- (b) Participant shall communicate Service Mark and Private Label Product Certification compliance changes with Private Labeler.
- (c) Participant shall not use Private Label Product Certification in such a manner that brings CRI or the Program into disrepute and shall not make any statement regarding Private Label Product Certification that is misleading or unauthorized by CRI.
- (d) Upon suspension, withdrawal, or termination of the manufactured Products Certification, Participant shall communicate Private Label Product Certification compliance change to Private Labeler.
- (e) Copies of Private Label Product Certification documents provided to third parties or Private Labeler by Participant shall only be provided in full or as approved in writing by CRI.
- (f) Participant shall comply with any and all Program requirements prescribed in the Manual and Service Mark Guide regarding the use of marks of compliance.

5. Private Labeler Duties Pursuant to Private Label Product Certification – Private Labeler shall comply with the following duties pursuant to obtaining and maintaining private label product Certification:

- (a) Private Labeler shall make all necessary arrangements for: (i) surveillance of Products, including access to the relevant locations, areas, and personnel; (ii) investigations of complaints; and (iii) the participation of observers or auditors as required.
- (b) Private Labeler shall not make claims regarding Private Label Product Certification outside the scope of Participant’s manufactured product’s Certification.
- (c) Private Labeler shall not use its Private Label Product Certification in such a manner that brings CRI, or the Program into disrepute and shall not make any statement regarding Private Label Product Certification that is misleading or unauthorized by CRI.
- (d) Upon suspension, withdrawal, or termination of the manufactured Products Certification, Private Labeler shall discontinue its use of all advertising materials that contain any reference to Private Label Product Certification or the Service Mark and Private Labeler shall take any and all actions as required by the Manual and Service Mark Guide regarding the marketing use of such materials.
- (e) Copies of Private Label Product Certification documents provided to third parties by Private Labeler shall only be provided in full or as approved in writing by CRI.

- (f) In making reference to Private Label Product Certification in any and all communication media, including, but not limited to documents, brochures, and Internet, television and radio advertising, Private Labeler shall comply with the Service Mark Guide provided.
6. Program Fees – A fees schedule is posted on the CRI website. All fees must be paid prior to issuance of an additional certificate for private labeled products. CRI reserves the right to amend the GLP Fee Schedule at any time with the most current version being located on the CRI website.
7. Termination
- (a) Termination by any party also terminates this Agreement between all parties.
- (b) Termination by CRI – CRI may terminate this Agreement if Participant or Private Labeler violate any material term of this Agreement, misuses the Service Mark, or fail to adhere to any other specific conditions or protocols of the Program from time to time as adopted by CRI. Prior to such termination, Participant and/or Private Labeler shall have fourteen (14) days from receiving notice of any violation to present facts justifying reconsideration of the termination, including facts to demonstrate that Participant and/or Private Labeler have remedied the violation. Fourteen (14) days after Participant and/or Private Labeler receive termination notices, CRI, in its sole discretion, may terminate the Agreement effective immediately if Participant and/or Private Labeler have not corrected the alleged violation as determined by CRI in its sole discretion.
- (c) Termination by Participant – Participant may terminate this Agreement by means of six (6) months prior written notice to CRI; Participant shall remain responsible for its financial obligation to CRI for the six (6) month period following notice of termination, even if Participant discontinues its participation in the Program at an earlier date.
- (d) Termination by Private Labeler – Private Labeler may terminate this Agreement by means of six (6) months prior written notice to Participant and CRI.
- (e) Rights after Termination – Upon the effective date of the termination of this Agreement for any reason, Private Labeler shall have no right to use the Service Mark regarding products manufactured by the Participant. Participant and Private Labeler shall not continue imprinting the Service Mark or having the Service Mark imprinted in regards to products manufactured by Participant for Private Labeler. Any outstanding financial obligations owed to CRI shall be paid by Participant within thirty (30) days after the termination of this Agreement. Participant and Private Labeler shall in no event have claim to the Program’s assets, function, or services. Under no circumstances shall Participant or Private Labeler be entitled to any refund from CRI.
- (f) Other Remedies – CRI’s foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to CRI in law and in equity. Participant and Private Labeler acknowledge that CRI shall be entitled to temporary and permanent injunctive relief, without the necessity of proving actual damages and without posting a bond or other security.
8. Confidentiality
- (a) Definition – Confidential Information for the purpose of this Agreement shall constitute (i) any written information which is disclosed by Participant or Private Labeler to CRI and labeled by Participant or Private Labeler as Confidential Information; and (ii) any information about a Participant or Private Labeler obtained from sources other than Participant or Private Labeler. Confidential Information shall not include information: (x) that is, or becomes part of, the public domain; (y) that is required to be disclosed by applicable law or regulation, provided that CRI, as the case may be, shall, unless prohibited by law, provide notice of such disclosure to Participant or Private Labeler; and (z) that CRI, as the case may be, can reasonably show was already in its possession at the time of disclosure by Participant or Private Labeler. D

- (b) Disclosure – CRI will treat Confidential Information in accordance with established professional standards of conduct for trade associations and will use such information internally only as necessary to effect the purpose of the Program for the benefit of Participant and Private Labeler. CRI will not use, rely on, or disseminate to any person or entity outside of CRI any Confidential Information, unless such use, reliance, specifically approved in writing by a duly authorized representative of Participant or Private Labeler in advance or is required by federal, state, or local law (subject to the notice requirements in Section 8(a)(y)). Notwithstanding the foregoing, it shall not be inconsistent with CRI's duties of confidentiality hereunder to provide government authorities with summaries of Participant's and Private Labeler's data, as long as Participant's or Private Labeler's identity is not disclosed therein.
- (c) Access of Records by Auditors – CRI undergo routine audits for purpose of compliance with accreditation. Participant and Private Labeler understand and agree that these auditors may have access to confidential information and that all auditors will be contractually bound to maintain the confidentiality of these records by CRI, as the case may be.
- (d) Return of Confidential Information – CRI recognizes that the Confidential Information provided in connection with this Program is and will remain the property of Participant and/or Private Labeler, to be used by CRI for the duration of the Program only, and if the Program is terminated, CRI, as the case may be, will, at the request of Participant and/or Private Labeler, return the information to the degree possible and practical to Participant and/or Private Labeler.

9. Warranties, Representations, Disclaimers, and Indemnifications

(a) Warranties and Representations

- (i) By Participant – Participant hereby represents and warrants to CRI that any information provided to CRI for purposes of effecting compliance with the Program, and which may be relied upon by CRI in communicating with federal, state, or local officials, shall be complete, accurate, contain no material omissions, and be representative of the product(s) described.
- (ii) By Private Labeler – Private Labeler hereby represents and warrants to CRI that any information provided to CRI for purposes of effecting compliance with the Program, and which may be relied upon by CRI in communicating with federal, state, or local officials, shall be complete, accurate, contain no material omissions, and be representative of the product(s) described.

(b) Indemnification

- (i) By Participant – Participant shall indemnify and hold CRI and the Program, their directors, members, officers, employees, affiliates, or other representatives harmless from and against any and all losses, damages, costs, charges, legal fees, judgments, penalties, and expenses in any way associated with any harm that may result from CRI's use of information provided by Participant, Participant's improper use of the Service Mark, any complaints brought by consumers regarding Participant's Product or use of the Service Mark, and/or any breach of this Agreement by Participant.
- (ii) By Private Labeler – Private Labeler shall indemnify and hold CRI and the Program, their directors, members, officers, employees, affiliates, or other representatives harmless from and against any and all losses, damages, costs, charges, legal fees, judgments, penalties, and expenses in any way associated with any harm that may result from CRI's use of information provided by Private Labeler, Private Labeler's improper use of the Service Mark, any complaints brought by consumers regarding Private Labeler's product or use of the Service Mark, and/or any breach of this Agreement by Private Labeler.

- (c) Program Disclaimer – CRI expressly disclaims any warranty or representation that the Program’s emission test criteria levels are sufficient or safe for human exposure. In no event shall CRI be liable to Participant or Private Labeler for any direct, indirect, special or consequential damages or lost profits arising out of, or related to this Agreement, or the breach thereof, even if CRI, as the case may be, has been advised of the possibility thereof.
10. Entire Agreement; Amendment; Waiver – This Agreement supersedes any previous arrangements or understandings, whether written or oral, and contains the entire agreement of the parties, with respect to the subject matter. This Agreement may be modified, varied, or otherwise amended only in writing and signed by the parties to be bound by such agreement. No course of dealing, delay in acting, or other purported waiver by any party, shall be construed as a continuing waiver. All official changes to policy or program requirements will be communicated by CRI to the Participant via an official notice of the program change for endorsement. The versions of documents posted on CRI website are the official and current guides for program compliance and the changes are effective as of the date shown in the footer of the document.
11. Severability – The provisions of this Agreement shall be deemed severable, and if any part of any provision is held to be illegal, void, voidable, invalid, non-binding, or unenforceable for any reason, or as to any party, such provision may be changed, consistent with the intent of the parties hereto, to the extent reasonable and necessary to make the provision, as so changed, legal, valid, binding, and enforceable. If any provision to this Agreement is held to be illegal, void, voidable, invalid, non-binding, or unenforceable for any reason, or as to any person, in its entirety, or if such provision cannot be changed consistent with the intent of the parties hereto to make it legal, valid, binding, and enforceable, then such provision shall be stricken from this Agreement, and the remaining provisions of this Agreement shall not in any way be affected or impaired, but shall remain in full force and effect.
12. Assignment – Neither Participant nor Private Labeler may assign this Agreement, or any of its rights under this Agreement, to any party without the prior written consent of CRI; any assignment by Participant or Private Labeler without such written consent shall be void and without effect.
13. Force Majeure – No party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, or governmental interference with such performance.
14. Governing Law – This Agreement has been entered into under, and shall be construed and enforced in accordance with the laws of the State of Georgia, U.S.A. By affixing their signatures hereto, CRI, Private Labeler and Participant make themselves amenable to the jurisdiction of the courts of the State of Georgia. Each party shall have the right to institute judicial proceedings against the other or anyone acting by, through or under such other party, in order to enforce the instituting party's rights hereunder. Such enforcement may be accomplished through reformation of contract, specific performance, injunction or similar equitable relief.
15. Change of Legal Status. At such time as Participant or Private Labeler may change its name, corporate address, or legal status, CRI must be notified so that a new Participation Agreement can be prepared that is current and correct.
16. Notice – All notices and other communications required or permitted hereunder, or which are necessary or convenient in connection herewith, shall be in writing and shall be appropriately transmitted either by US Postal mail, private courier or by secure electronic means.

****signatures on following page****

If to CRI: The Carpet and Rug Institute, Inc.

100 S. Hamilton St.
Dalton, GA 30720
USA

If to Participant: (Address)

If to Private Labeler:
(Address)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Officer for The Carpet and Rug Institute

By: _____
Print Name: _____

Title: _____
Date: _____

Officer for Participant

By: _____
Print Name: _____

Title: _____
Date: _____

Officer for Private Labeler

By: _____
Print Name: _____

Title: _____
Date: _____

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