



## INFORMATION FOR CARPET CLEANING SOLUTIONS PROGRAM

Thank you for your interest in the Carpet and Rug Institute's Seal of Approval program for carpet cleaning solutions including Spot Removers, Pre-Sprays and In-Tank products.

The general procedures for manufacturers to submit products for certification are quite simple. Read and understand the information on the attachments then follow these steps:

- Print two copies of the Participation Agreement. A company officer should sign both copies in the proper blank areas. Send both copies to the Carpet and Rug Institute, ATTN: Cleaning SOA Administrator, P. O. Box 2048, Dalton, Georgia 30722. CRI's management will sign both copies and return one copy to you for your file.
- Print a copy of the Product Submission form. Fill in the appropriate spaces for submission of your product. Please prepare a form for each certification category if submitting for more than one category. Return this form with the Participation Agreement to CRI at the above address.
- A Schedule of Fees for the program is attached. Your company does not need to be a CRI member to participate in this voluntary program; however, if you desire information on CRI membership, please call our membership desk at 706-428-2114. Fees must be prepaid before any products are accepted for testing.

Please feel free to contact us if you have specific questions. Contact Pat Jennings via e-mail at [pjennings@carpet-rug.org](mailto:pjennings@carpet-rug.org) or by phone at 706-428-2123.

Again, thank you for your interest in the Seal of Approval program.



## CRI CARPET CLEANING SOLUTION PERFORMANCE TESTING PROGRAM PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") between \_\_\_\_\_ (the "Company"), a corporation with its principal place of business at \_\_\_\_\_ and the Carpet and Rug Institute ("CRI"), a nonprofit trade association duly registered as a Georgia corporation with its principal place of business at 100 S Hamilton St, Dalton, Georgia, is entered into this day \_\_\_\_\_.

WHEREAS, CRI conducts a Carpet Cleaning Solution Performance Testing Program (the "Program"), which examines the performance effectiveness of spot remover, pre-spray or in-tank carpet cleaning solution products ("Products") and authorizes the use of the CRI approved Seal of Approval label (the "Label") on those Products that meet the Program's test criteria; and

WHEREAS, the Company desires to participate in the Program to verify that certain of its Products meet the Program's test criteria;

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

### 1. Test Procedures

(a) The Application – In order to be eligible for testing and issuance of the Label, the Company shall apply to CRI on the application form provided by CRI. The application form will identify all Products that are submitted for testing. The Company shall advise CRI thereafter of any Product(s) to be added and/or deleted from the list of Products to be tested by submitting an additional application form.

(b) Sample Collection – For the initial test, the Company, at its expense, shall provide a sample of its Product to CRI in the smallest commercially available unit. Unless otherwise directed, one container of the Product sample shall be provided. Thereafter, for subsequent tests of the Product, CRI will retrieve at its expense a Product sample at a location to be designated by the Company.

(c) Certification – The Company herein certifies that each Product submitted for testing complies with any and all applicable laws and regulations pertaining to that Product.

(d) Testing and Test Protocol – Product testing will be conducted by an independent laboratory testing facility which is under contract to conduct testing within the Program. The Product will be tested in accordance with the directions/instructions specified by the Company as set forth on its container and CRI developed test criteria to determine the performance effectiveness of the Product by evaluating 1.) it's cleaning ability compared with water, 2.) it's pH level, 3.) it's resoiling characteristics, 4.) the presence of optical brighteners, and 5.) its colorfastness properties. Based upon these evaluations, a composite score will be assigned to the Product to determine whether it has passed or failed the test. Thereafter the Product will be subject to random annual testing for the above five mentioned properties at the discretion of CRI.

(e) Program Acceptance – CRI will notify the Company in writing that the test for a particular Product has been completed and provide the results of the test on a pass/fail basis. If the Product passes the test requirements, the Company will be entitled to utilize the Label in the manner set forth below and the Product will be listed as having passed the test on the CRI website and other appropriate CRI publications. The Company will be responsible for maintaining consistent compliance with the test criteria between test intervals. If the Product does not pass the test requirements of the initial testing, the Company may, within its discretion, submit the Product for retesting. If the Product fails to meet the test requirements for any annual test thereafter, the Company will have sixty (60) days from the date of test notification to submit the Product for retesting. Failure to submit the Product for retesting within this period will result in the revocation of the approval of the Product within the Program. If, upon retesting, the Product does not pass the testing procedures, then the Product formulation must be modified before any additional testing can be conducted.

(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. The Company acknowledges 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 and to an equitable accounting of all earnings, profits, and benefits arising from any violation of our default under the provisions of this Agreement.

## 6. Confidentiality

(a) Both CRI and the Company acknowledge that for the purpose of this Agreement, "Confidential Information," shall constitute any written or oral communication or information that is disclosed by each to the other and designated as "Confidential Information." Specifically, any information communicated with respect to the testing procedures and protocol of the independent testing laboratory shall be considered to be "Confidential Information." However, "Confidential Information" shall not include information which is or becomes part of the public domain as may be required by applicable law, regulation or the Freedom of Information Act and information which either party can reasonably show was already in its possession or otherwise in the public domain on a non-confidential basis at the time of the disclosure.

(b) CRI recognizes that the Confidential Information provided to it by the Company in connection with this Program is and will remain the property of the Company, to be used by CRI for the duration of the Program only, and if the Program is terminated, CRI will, at the request of the Company, return the information to the degree possible and practicable to the Company.

## 7. Warranties, Representations, Disclaimers, and Indemnifications

(a) The Company 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 completely accurate, contain no material omissions, and be representative of the product(s) described.

(b) The Company shall indemnify and hold CRI and the Program, their directors, members officers, employees, principals, agents, shareholders, affiliates, related companies, vendors, attorneys, and 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 to CRI by the Company, the Company's improper use of the Label, any complaints brought by consumers regarding the Company's product or use of the Label.

(c) CRI expressly disclaims any warranty or representation that the Program's test criteria have been or will be approved, sanctioned, followed or authorized by any government agency.

(d) **IN NO EVENT SHALL CRI BE LIABLE TO THE COMPANY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF BREACH THEREOF, EVEN IF CRI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.**

8. 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 hereof. This Agreement may be modified, varied, or otherwise amended only by a writing, signed by the parties to be bound by such agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought. No course of dealing, delay in acting, or other purported waiver by any party of compliance with any provision of this Agreement shall be construed as a continuing waiver, or as a waiver of any subsequent violation of any such provision or any rights or remedies with respect thereto.

9. Form of this Agreement - Captions to the various provisions in this Agreement are for the convenience of the reader only and shall not be construed as affecting the meaning or interpretation of any provision of this Agreement. Terms used in the singular shall be read in the plural, and vice versa, and terms used in the masculine gender shall be read in the feminine or neuter gender, when the context so requires. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

10. 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.

11. Assignment - The Company may not assign this Agreement, or any of its rights under this Agreement, to any party without the prior written consent of CRI; any assignment by the Company without such written consent shall be void and without effect.

12. 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.

13. 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. By affixing their signatures hereto, CRI and the Company 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 party or anyone acting by, through or under such other party in order for enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

14. 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 deemed to have been given three (3) business days after the date when mailed by registered or certified mail, return receipt requested, or the next business day if sent by a reputable overnight delivery service (except that notice of change of address shall be deemed given only when received), to the addresses provided as follows, or to such other names and addresses as the parties shall designate by notice to the other party in the manner specified in this paragraph.

If to CRI:

If to the Company:

The Carpet and Rug Institute, Inc.  
100 S Hamilton St, Dalton, GA 30720

\_\_\_\_\_  
\_\_\_\_\_

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, Inc.

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Officer for the Company

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

###



Exhibit 1

CRI Seal of Approval (SOA)  
Solutions Testing Program  
Participation Fees

January 15, 2016

Spot Cleaners

	CRI Member	Non-Member
Initial Test	\$900	\$1,200
Annual Renewal*	\$225	\$600

Pet Stain and Odor Removal products

	CRI Member	Non-Member
Initial Test	\$900	\$1,200
Annual Renewal*	\$225	\$600

Pre-Spray Cleaner or In-Tank Cleaner

Pre-Spray or In-Tank Testing	CRI Member	Non-Member
Initial Test	\$1,300	\$2,000
Annual Renewal*	\$350	\$700

Encapsulate Solutions

Pre-Spray or In-Tank Testing	CRI Member	Non-Member
Initial Test	\$900	\$1,200
Annual Renewal*	\$225	\$600

\*Fee covers annual random testing of 25% of all SOA-approved solution products

*Fees for retesting of failed product: Spot removers, encapsulate and pet stain and odor \$900, in-tank and pre-sprays \$1300 for member and non-member companies.*

Private Label Charges

Annual fee of \$50 to list each private label name

## Exhibit 2

# CRI CLEANING SOLUTION PERFORMANCE TESTING PROGRAM (“PROGRAM”) SEAL OF APPROVAL LABEL ADVERTISING GUIDELINES

### INTRODUCTION

The Program Participation Agreement sets forth the terms and conditions under which the Program itself will be administered between the Carpet and Rug Institute (CRI) and an individual company Program participant (Participant). As a part of this Agreement, provisions are included that describe the requirements which must be met for Participants to successfully obtain and retain the Program Label. The Agreement also provides a brief description of the Label and how it should be utilized by the Participant. Possession of the Label is an important and valuable tool in the marketing of those Products that qualify for it. Use of the Label in advertising materials can be a desirable enhancement to the Participant’s marketing effort and may prove to be the consumer’s ultimate deciding factor in determining which spot removal cleaning solution to purchase. CRI is rightfully proud of its Program and the respect that is commanded by the Label in the marketplace. Participants should be equally proud to affix the Label to their Product containers that have met the standard.

CRI believes that it is useful and responsible for both ourselves and the Program Participants to have available certain guidelines which describe the proper and authorized manner in which the Label may be used for advertising and display purposes. Following this introduction is a set of recommended general guidelines to be considered whenever the Label is used in advertising or displays. The guidelines are intended to be an enhancement and compliment to the descriptions set forth in the Program Participant Agreement.

In the spirit of cooperation and sharing in the success of the Program between CRI and the Participants, those of us within CRI believe that attention to these guidelines can benefit not only ourselves, but most importantly, the consumer in the marketplace.

### ADVERTISING GUIDELINES

1. The authorized form of the Label, including the correct color and shape, are set forth by CRI
2. Upon approval of a specific Product within the standards and test protocols established in the Agreement, the Participant will then be allowed the use of the Label for that specific Product as long as such approval is maintained.
3. The Label may be included in the Participant’s advertising and marketing materials for that specific Product. This shall include but not be limited to printed materials, shipping cartons, brochures, newspaper and magazine advertising, television and internet advertising, displays, billboards and all similar communicative methods. Approval for the Label may be communicated in radio and other non-visual advertising and display activities.
4. The Label may be affixed to the Product container or equipment utilizing the Product in the manner typically utilized by the Participant to communicate information on the container.
5. Use of the Label indicates the approval of that specific Product only and such approval shall not extend to other non-approved units.
6. All advertising and/or displays which utilize or make reference to the Label shall be presented in a manner that complies with all federal, state and local laws and regulations and is not misleading or deceptive in such presentation or in the content of the advertising or display.
7. All advertising will comply with applicable federal, state and local advertising and related laws and regulations.





## **Carpet Spot Cleaning Products Criteria Summary**

### **1. Removal Efficacy**

The evaluation of the effectiveness of spot and stain removal products is achieved by means of rating removal of specific staining agents when cleaned with the cleaning product. A parallel comparison using plain water for removal is used.

- *The cumulative total removal efficacy must be 10% better than water.*

### **2. Resoiling**

The propensity of cleaning product(s) residue to attract soil at an accelerated rate is measured by first applying the product to a section of the control material then using ASTM D-6540 Accelerated Soiling of Pile Yarn Floor Covering, to soil both the product treated and non-treated area of the control sample. The differential soil level between the product treated and control area of the sample indicates the level of accelerated soiling contributed by the cleaning product.

- *A maximum of a 1/2 step color change allowed based on AATCC Gray Scale.*

### **3. pH**

Products which are extremely acidic or alkaline have been known to adversely affect dyes and certain fibers. Products with a more neutral pH are generally considered safer to use when cleaning carpets or rugs.

- pH between 4 and 10.

### **4. Optical Brighteners**

The presence of optical brighteners in carpet cleaning products has been known to adversely affect long term appearance.

- *No optical brighteners contained in the cleaning product.*

### **5. Colorfastness to Light**

Cleaning product residues present on pile yarn floor coverings have been known to adversely affect dyes and accelerate color change. The level to which a product residue contributes to color change is determined by exposing a product treated standard test carpet with an untreated control sample to accelerated light in accordance with AATCC Test Method 16. Accelerated color change in treated test carpet is considered unacceptable.

- *No color change allowed*

## Pre-Spray & In-Tank Cleaning Products Criteria Summary

### 1. **Soil Removal Efficacy**

Uniformly soiled control carpets are cleaned using specific extraction equipment and procedures then rated visually and instrumentally to determine the degree to which the cleaning product was able to restore the control carpet to its original appearance. Water only cleaning is used for comparison.

- *Minimum of a ½ step better than water only cleaning according to the AATCC Gray Scale.*

### 2. **Resoiling**

The propensity of cleaning product(s) residue to attract soil at an accelerated rate is measured by first applying the product to control material then using ASTM D6540 Accelerated Soiling of Pile Yarn Floor Covering, to soil both the product treated and non-treated control samples. The differential soil level between the product treated and control samples indicates the level of accelerated soiling contributed by the cleaning product.

- *Equal to or better than water according to the AATCC Gray Scale.*

### 3. **pH**

Products which are extremely acidic or alkaline have been known to adversely affect dyes and certain fibers. Products with a more neutral pH are generally considered safer to use when cleaning carpets or rugs.

- *pH between 4 and 10.*

### 4. **Optical Brighteners**

The presence of optical brighteners in carpet cleaning products has been known to adversely affect long term appearance.

- *No optical brighteners*

### 5. **Colorfastness to Light**

Cleaning product residues present on pile yarn floor coverings have been known to adversely affect dyes and accelerate color change. The level to which a product residue contributes to color change is determined by exposing treated standard test carpet with a comparison untreated control sample to accelerated light in accordance with AATCC Test Method 16E.

- *No color change.*



## Consumer Applied Carpet Pet Stain and Odor Remover Cleaning Products Criteria Summary

### 1. Removal Efficacy

The evaluation of the effectiveness of spot and pet stain removal products is achieved by means of rating removal of specific pet staining agents when cleaned with the cleaning product. A parallel comparison using plain water for removal is used.

- *The stain removal efficacy must be equal to or better than water only cleaning*
- *The odor removal efficacy must be rated a minimum of 3 points higher than water only cleaning*

### 2. Resoiling

The propensity of cleaning product(s) residue to attract soil at an accelerated rate is measured by first applying the product to a section of the control material then using ASTM D-6540 Accelerated Soiling of Pile Yarn Floor Covering, to soil both the product treated and non-treated area of the control sample. The differential soil level between the product treated and control area of the sample indicates the level of accelerated soiling contributed by the cleaning product.

- *A maximum of a ½ step change allowed based on AATCC Gray Scale.*

### 3. pH

Products which are extremely acidic or alkaline have been known to adversely affect dyes, treatments and fibers. Products with a more neutral pH are generally considered safer to use when cleaning carpets or rugs. The formula is tested by a standard pH meter following the manufacturers' recommended dilution.

- *pH between 4 and 10.*

### 4. Optical Brighteners

The presence of optical brighteners in carpet cleaning products has been known to adversely affect long term appearance.

- *No optical brighteners*

### 5. Colorfastness to Light

The level to which a cleaning product residue contributes to color change is determined by exposing a product treated standard test carpet with an untreated control sample to accelerated light in accordance with AATCC Test Method 16. Visible color change in the treated test carpet is considered unacceptable.



## Seal of Approval – Administrative Procedures

### New Participants:

1. Inquiries for Participation –  
Direct to website, answer questions if not covered on website.  
Participation Agreement  
Registration Form  
Overview or Criteria  
Schedule of Fees – Downloaded or sent via mail, UPS, FedEx etc.
2. Participating company is instructed to return the following documents
  - a. Participation Agreement – signed
  - b. Registration Form – completed
  - c. Remittance of Fees
  - d. Sample of Product to be tested
    - i. If solutions, sample is sent directly to CRI
    - ii. If equipment is an extractor, deliver directly to laboratory
    - iii. If Vacuum Cleaner, send directly to CRI
3. Participation Agreement signed by President – CRI – Copy made, original returned to participant. Copy placed in newly generated customer file.
4. Registration Form copied and check, if present, given to accounting to invoice participating company
5. Entry made into database (Public Drive/D/Database/\*)
6. Initiate Chain of Custody form using number assigned from database

### “Same As” and/or Private Labels

1. Participant submits private label registration form – completed
2. Remittance of Fees by participant
3. Administrator enters information into database
4. Administrator requests webmaster to list product on website

### Sample Handling

1. Chain of Custody is required for all SOA testing either with new or established participants. Note: Manufacturers submitting samples for testing directly to the laboratory may not use test results for certification. All testing must comply with CRI's participation agreement and test procedures.
2. Administrator verifies that the product is commercially available in the market place. Special laboratory or experimental units or chemicals are not acceptable. In the case of solutions, a copy of

the container label and/or MSDS document must be obtained for inclusion in the participant's file.

3. Administrator coordinates transmission of samples to lab - Include Chain of Custody and sample of product.
4. Administrator records sample receipt date and date of delivery to laboratory on database.

### **Report Review – Obtained via e-mail, USPS or CRI pick-up.**

1. Report reviewed and information is entered into database, to include test number assigned by laboratory, test results recorded as pass/fail (for equipment, the level is recorded), and date of testing. If product is a vacuum, include company identification number. If a "same as" listing has been requested that information is also added to the database.
2. If deep cleaning systems testing has been done as per manufacturer's instructions and those instructions are deemed to be impractical from a productivity standpoint for real world application, the SOA Administrator will so inform CRI management for possible review by the Test Review Board. Until Board renders a decision on practicality, the disposition of the test will be placed on hold before further action.
3. Notification
  - a. Passing Notification – A congratulatory letter is prepared with the instructions on how to promote the successful product including a copy of the test results, electronic logo and/or label and graphic standard guidelines and is sent to the company's contact person via email when practical.
  - b. Failing Notification – An email is transmitted along with the test results explaining area of deficiency to the company's contact person.
  - c. Regardless of pass/fail status, copies of all pertinent documents are sent to
    - i. Coordinator – Seal of Approval Program
    - ii. Webmaster
      1. For inclusion on SOA website and to be submitted to the Communications Director for Newline entry
    - iii. Accounting Department
      1. To insure invoice has been paid prior to inclusion on website.

### **Follow Up**

1. Administrator will review unresolved administrative issues prior to retiring file to completed projects status.
2. Recertification of Solutions
  - a) During September of each year, randomly select twenty-five percent (25%) from pool of approved products.

- b) Administrator will collect sample and submit to laboratory for battery of tests as used for initial certification. Completion of the recertification process should be completed within sixty days.
- c) Procedures for this process are identical to the ones described above for new applicants. The product selected will be excluded from future testing for a period of four years.
- d) The company will be notified by the administrator of results.
- e) Failing products will require retesting within sixty (60) days of notification and shall be at the expense of the manufacturer.
- f) If such testing is not successfully completed within that time frame, the product will be removed from CRI's website until such time as the product passes the testing requirements.

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