



Welcome to The Carpet and Rug Institute's Seal of Approval program and thank you for your participation! The Seal of Approval (SOA) program is the benchmark for carpet cleaning product and equipment. Please review the SOA Program Manual, available on the CRI website ([www.carpet-rug.org/SOA](http://www.carpet-rug.org/SOA)), for all issues regarding policy, procedure, and testing information.

Attached you will find a copy of the SOA Participation Agreement and Registration Form for Private Labels under the Seal of Approval program. Email both the completed Participation Agreement and Registration Form to [soadmin@carpet-rug.org](mailto:soadmin@carpet-rug.org). Please contact the SOA Administrator with any questions at 706-428-2123.

Thank you again for participating in The Carpet and Rug Institute's Seal of Approval program!



**The Carpet and Rug Institute  
Seal of Approval™  
Participation Agreement**

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

WHEREAS, CRI conducts testing under the Seal of Approval program (the “Program”), which examines the performance effectiveness of carpet cleaning products and equipment (“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;

WHEREAS, the Company desires to promote its products and/or equipment by displaying a CRI Seal of Approval logo (“SOA Logo”) in its advertising materials.

WHEREAS, this Program Participation Agreement is intended to govern the rights and obligations of the Company with respect to the use of the SOA Logo.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto do agree as follows:



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### **The Seal of Approval Logo**

The Company, represents and warrants to the CRI that it uses in its business chemicals, Products and/or systems that have successfully completed the Programs and were produced by the Program Participants. Based on such representation and warranty, the Company is authorized to use and prominently display the SOA Logo in advertising materials to include service vehicles for as long as it shall use the chemicals, products and systems in accordance with the Program Participant's specifications. The Company further agrees to adhere to uphold the Basic Principles of Consumer Satisfaction and comply with the Code of Conduct readily available on the CRI website, [www.carpet-rug.org](http://www.carpet-rug.org), (as may be amended by CRI from time to time, the "Website"). The SOA Logo shall be in a form, content and displayed, as from time to time approved by the CRI in its sole discretion. The SOA Logo approved for use in connection with the Company's advertising shall be subject to the CRI's prior written approval.

The SOA Logo is assigned only to the chemical, machine or system which has been approved under one of CRI's Programs. The chemical, machine or system cannot be marketed in any manner other than that which has been tested and approved under a CRI Program, display of the SOA logo must be consistent with 1(a) above. The Company's failure to meet this standard shall, in the sole and absolute discretion of the CRI, result in termination of its right to use the SOA Logo.

The right to use the SOA Logo shall not be transferred without CRI's prior written approval.

### **Company Payments to CRI**

The Company shall remit to CRI the Program fee(s), from time to time, established by CRI for use of the SOA Logo, the registration and listing of their cleaning service. Remittance of fees shall be made prior to the right to use the SOA Logo. A schedule of current fees shall be provided by CRI to all member and non-member persons or entities.

### **Termination**

CRI may unilaterally terminate this Agreement with the Company if the Company, in the sole opinion of CRI, violates any term of this agreement, misuses the SOA Logo, or fails to adhere to any other specific conditions of the Program participation. Prior to such termination, the Company shall have thirty (30) days from receiving notice of any violation to present facts justifying reconsideration of the termination, including facts to demonstrate that the Company has remedied the violation or initiated corrective action to remedy such violation. Thirty (30) days after the Company receives termination notice, CRI, in its sole discretion, may terminate the agreement with the Company effective immediately, if the violation has not been remedied or corrective action to remedy the violation has not been initiated. All corrections of violations shall be completed within 90 days of notification of violations.

The Company may terminate this Agreement and resign from the Program at any time by means of written notice to CRI.



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Participation Agreement**

**Rights of Termination** - Upon the effective date of the Company's notice of resignation or termination from the Program, the Company shall have no future right to use the SOA Logo. The Company may not continue imprinting the SOA Logo. Any outstanding financial obligations relative to the Program owed to CRI at the time of termination shall be paid by the Company within thirty (30) days after the Company's termination or resignation from the Program. Under no circumstances shall the Company be entitled to any refund from CRI. Termination shall not affect labels or logos applied prior to termination.

**Confidentiality**

"Confidential Information" for the purpose of this Agreement shall constitute any written information which is: (1) disclosed by the Company to CRI pursuant to the Program including, but not limited to, responses to questionnaires completed by the Company and sent to CRI, and (2) labeled by the Company as "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 CRI can reasonably show was already in its or its staff's possession or otherwise in the public domain on a non-confidential basis at the time of disclosure by the Company.

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 the Company. CRI will not use, rely on, or disseminate to any person or entity outside of CRI any Confidential Information, unless such use, reliance, or dissemination is specifically approved in writing by a duly authorized representative of the Company in advance or is required by federal, state, or local law. It will not be inconsistent with CRI's duties of confidentiality hereunder to provide government authorities with summaries of participating businesses' data, as long as no business's identity is disclosed therein.

CRI recognizes that the Confidential Information provided 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.

**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 in writing, signed by the parties to be bound by such agreement. There shall be no modification of any provision of this agreement, including testing requirements, unless uniformly applied to all members and or participating companies.

**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 specific performance, injunction or similar equitable relief.



**The Carpet and Rug Institute  
Seal of Approval™  
Participation Agreement**

**Arbitration** - All disputes and disagreements between the Company and CRI relating to this Agreement shall, at the option of either party and by notice to the other party, be settled by binding arbitration in accordance with the Rules of the American Arbitration Association.

**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.

Representative for The Carpet and Rug Institute, Inc.

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

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

Representative for the Participant

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

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



**The Carpet and Rug Institute**  
**Seal of Approval™**  
**Private Label Agreement and Product Registration Form**

**Parent Product Manufacturer Information**

Manufacturer \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Website \_\_\_\_\_

**SOA Certification ID** \_\_\_\_\_

**Private Label Company Information**

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Website \_\_\_\_\_

**Product Name** \_\_\_\_\_

**Program Category** \_\_\_\_\_

**Product Category** \_\_\_\_\_

**Product Description (for use on CRI website)**



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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the first date written below. By affixing his/her signature, all parties hereto agree to follow the rules, processes, and policies of the Seal of Approval program outlined in the SOA Program Manual.

Representative for The Carpet and Rug Institute, Inc.

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

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

Representative for the Parent Company

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

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

Representative for the Private Label Company

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

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