



## Seal of Approval

Carpet Cleaning Testing Program  
**The Carpet and Rug Institute, Inc.**  
PO Box 2048 Dalton GA 30722 USA  
Phone: +1(706) 428-2123  
Email: soa@carpet-rug.org  
Website: www.carpet-rug.org

# Seal of Approval™ Participation Agreement

This Participation Agreement (the "Agreement") between the parties identified below is entered into this on

\_\_\_\_\_ Date

### Parties

(the "Certification Body") The Carpet and Rug Institute, Inc. (CRI)  
**Legal Name**

100 S Hamilton St Dalton GA 30720 United States  
**Principal place of business address**

a nonprofit trade association duly registered as a Georgia corporation  
**Type of entity**

(the "Participant") \_\_\_\_\_  
**Legal Name of manufacturer or cleaning service provider desiring certification**

\_\_\_\_\_  
**Principal place of business address**

\_\_\_\_\_  
**Type of entity**

WHEREAS, Certification Body administers the Seal of Approval™ Carpet Cleaning Efficacy Program (the "Program") popularly known as the Seal of Approval™ ("SOA") program, which: (i) evaluates samples of carpet cleaning solutions, deep cleaning extractors, deep cleaning systems, interim maintenance systems, and vacuum cleaners (the "Products") for cleaning efficacy; (ii) issues certificates to recognize Participant or Products that meet Program requirements (the "Certification"); and (iii) authorizes the use of Certification Body Logo, Label, or Service Mark (collectively, the "Service Mark") when marketing Participant or Products that meet Program requirements;

WHEREAS, Participant desires to: (i) have their Products tested and evaluated with the Program's testing criteria; (ii) receive additional Certification on already tested and certified Products marketed or sold under a name other than the Participant (the "Private Labeler") or tested Products' name (the "Private Label"); or (iii) receive Certification for use of certified tested or Private Label Products in carpet cleaning services they provide (the "Service Provider");

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

1. Participant Duties Pursuant to Certification – Participant shall comply with the following duties pursuant to obtaining and maintaining Certification:

- (a) Participant shall abide by the most current Program Manual, Fee Schedule, Brand Guides, and all subsequent updates, addendums, annexes, and revisions to the documents (collectively, the “Quality System”). The Quality System will be posted and available on the Certification Body website (<https://carpet-rug.org>) or available upon request. Participants will be notified of changes to the Quality System. Signed acknowledgment of receipt of these notifications is required. Participant shall always fulfill the Certification requirements including implementing the appropriate changes when they are communicated by Certification Body.
- (b) Participant shall not make claims regarding Certification outside the scope of Certification received.
- (c) Participant shall not use its Certification in such a manner that brings Certification Body or the Program into disrepute and shall not make any statement regarding Participant’s Certification that is misleading or unauthorized by Certification Body.
- (d) Participant shall only provide copies of Certification documents to third parties in full or as approved in writing by the Certification Body.
- (e) Participant shall comply with the Quality System when making reference to Certification in any and all communication media, including, but not limited to documents, brochures, and Internet, television and radio advertising.
- (f) Participant shall comply with any and all Program requirements prescribed in the Quality System regarding the use of Service Marks.
- (g) Participant shall advise Certification Body, without delay, of any changes that may affect Participant’s ability to conform with the Certification requirements including, but not limited to: (i) changes to the legal, commercial, or organizational status of Participant’s ownership; (ii) modifications to the Product or the production method; or (iii) changes to Participant’s contact information or personnel.
- (h) Upon suspension, withdrawal, or termination of Certification: (i) Participant shall discontinue its use of all advertising materials that contain any reference to Certification or the Service Mark regarding suspended, withdrawn, or terminated Certification; and (ii) Participant shall take any and all actions as required by the Quality System regarding the marketing use of such materials.

2. Additional Participant Duties Pursuant to Tested or Private Label Products Certification within Participant Organizational Structure – Participant shall comply with the following duties pursuant to obtaining and maintaining Certifications of Participant tested Products or Private Label issued within Participant Organizational Structure:

- (a) Participant shall make all necessary arrangements for: (i) the evaluation of tested or Private Label Products, including the examination of documents and records related to the tested or Private Label Products; (ii) surveillance of the tested or Private Label Products, including access to the relevant locations, areas, and personnel.
- (b) Upon suspension, withdrawal, or termination of Certification: (i) Participant shall communicate updated Certification status with affected Private Labelers and require them to discontinue their use of all

advertising materials that contain any reference to affected Private Label Certification or the Service Mark; and (ii) Participant shall communicate all actions as required by the Quality System regarding the marketing use of such materials with Private Labeler.

3. Additional Participant Duties Pursuant to Private Label Products Certification Under Third Party Name – Participant shall comply with the following duties pursuant to obtaining and maintaining additional Certifications on Participant’s certified tested Products marketed or sold under the name of a third party:

- (a) Participant shall require Private Labelers to sign Certification Body’s Seal of Approval Private Label Certification and Service Mark Usage Agreement.
- (b) Participant shall communicate with all Private Labelers any changes affecting Private Label Certifications and Service Mark usage.

4. Program Fees – A fee schedule is posted on the Certification Body website. All fees must be paid prior to sample shipment, initial Private Label Certification issue, or annual recertification. Retesting or other ancillary fees will be invoiced separately and must be paid prior to services being rendered. Certification Body reserves the right to amend the SOA Fee Schedule at any time with the most current version being located on the Certification Body website.

5. Termination

- (a) Termination by Certification Body – Certification Body may terminate this Agreement with Participant at any time if Participant violates any material term of this Agreement, misuses the Service Mark, or fails to adhere to any other specific conditions or protocols of the Program from time to time as adopted by Certification Body.
- (b) Termination by Participant – Participant may terminate this Agreement by written notice to Certification Body; Participant shall remain responsible for its financial obligation to Certification Body following notice of termination, even if Participant discontinues its participation in the Program at an earlier date.

- (c) Rights after Termination – Upon the effective date of the termination of this Agreement for any reason, Participant shall have no right to use the Service Mark. Participant shall not continue imprinting the Service Mark or having the Service Mark imprinted. Any outstanding financial obligations owed to Certification Body shall be paid by Participant within thirty (30) days after the termination of this Agreement. Participant shall in no event have claim to the Program's assets, function, or services. Under no circumstances shall Participant be entitled to any refund from Certification Body.
- (d) Other Remedies – Certification Body's foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to Certification Body in law and in equity. Participant acknowledges that Certification Body shall be entitled to temporary and permanent injunctive relief, without the necessity of proving actual damages and without posting a bond or other security.

## 6. Confidentiality

- (a) Definition – Confidential Information for the purpose of this Agreement shall constitute (i) any written information which is disclosed by Participant to Certification Body and labeled by Participant as Confidential Information; and (ii) any information about a Participant obtained from sources other than Participant. 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 Certification Body shall, unless prohibited by law, provide notice of such disclosure to Participant; and (z) that Certification Body can reasonably show was already in its possession at the time of disclosure by Participant.
- (b) Disclosure – Certification Body 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. Certification Body will not use, rely on, or disseminate to any person or entity outside of Certification Body any Confidential Information, unless such use, reliance, specifically approved in writing by a duly authorized representative of Participant in advance or is required by federal, state, or local law (subject to the notice requirements in Section 6(a)(y)). Notwithstanding the foregoing, it shall not be inconsistent with Certification Body's duties of confidentiality hereunder to provide government authorities with summaries of Participant's data, as long as Participant's identity is not disclosed therein.
- (c) Return of Confidential Information – Certification Body recognizes that the Confidential Information provided in connection with this Program is and will remain the property of Participant, to be used by Certification Body for the duration of the Program only, and if the Program is terminated, Certification Body will, at the request of Participant, return the information to the degree possible and practical to Participant.

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

- (a) Warranties and Representations – Participant hereby represents and warrants to Certification Body that any information provided to Certification Body for purposes of effecting compliance with the Program, and which may be relied upon by Certification Body 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 – Participant shall indemnify and hold Certification Body 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 Certification Body'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.

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. 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 Certification Body to Participant via an official notice of the program change for endorsement. The versions of documents posted on Certification Body website are the official and current guides for program compliance and the changes are effective as of the approved date shown in the footer of the document.

9. 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.

10. Assignment – Participant may not assign this Agreement, or any of its rights under this Agreement, to any party without the prior written consent of Certification Body; any assignment by Participant without such written consent shall be void and without effect.

11. 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.

12. 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, Certification Body 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.

13. Change of Legal Status. At such time as Participant may change its name, corporate address, or legal status, Certification Body must be notified so that a new Participation Agreement can be prepared that is current and correct.

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 appropriately transmitted.

If to Certification Body:     The Carpet and Rug Institute, Inc.  
  100 S. Hamilton St.  
  Dalton, GA 30720  
  United States

If to Participant:  
(Participant Name,  
Attention To, and Mailing  
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: \_\_\_\_\_

###