



## 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](mailto:soa@carpet-rug.org)  
Website: [www.carpet-rug.org](http://www.carpet-rug.org)

# Seal of Approval™ Private Label Certification and Service Mark Usage Agreement

This Private Label Certification and Service Mark Usage Agreement (the “Agreement”) between the parties identified below is entered into this on \_\_\_\_\_ Date .

### Parties

(the “Certification Body”) \_\_\_\_\_  
**Legal Name**

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

\_\_\_\_\_ **type of entity**  
a nonprofit trade association duly registered as a Georgia corporation

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

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

\_\_\_\_\_ **type of entity**

(the “Private Labeler”) \_\_\_\_\_  
**Legal Name of third party named in marketing or selling of Participant’s product**

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

\_\_\_\_\_ **type of entity**

WHEREAS, Certification Body administers the Seal of Approval™ Carpet Cleaning Testing 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 authorize Private Labeler use of Participant’s specific Private Label Certification(s);

WHEREAS, Private Labeler desires to (i) market and or sell Participant Products under their name as their own Products (the “Private Label”); (ii) use Certification Body Service Mark in marketing Private Label Products; or (iii) provide copies of Private Label Certification to third parties;

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. Private Labeler Duties Pursuant to Usage of Certification and Service Mark – Private Labeler shall comply with the following duties pursuant to using Private Label Certification or Service Mark:

- (a) Private Labeler shall abide by the Brand Guides and all subsequent updates, addendums, annexes, and revisions to the documents (collectively, the “Service Mark Guide”). The Service Mark Guide will be available upon request by the Participant.
- (b) Private Labeler shall not make claims regarding Certification outside the scope of Certification received.
- (c) Private Labeler shall not use Certification or Service Mark in such a manner that brings Certification Body or the Program into disrepute and shall not make any statement regarding Certification or Certification Body Service Mark that is misleading or unauthorized by Certification Body.
- (d) Private Labeler shall only provide copies of Certification documents to third parties in full or as approved in writing by Certification Body.
- (e) Private Labeler shall comply with the Service Mark Guide when making reference to Service Mark in any and all communication media, including, but not limited to documents, brochures, and Internet, television and radio advertising.
- (f) Private Labeler shall advise Participant, without delay, of any changes that may affect Private Labeler’s ability to conform with the Certification as issued including, but not limited to: (i) changes to the legal name of Private Labeler; or (ii) changes to principal business address.
- (g) Private Labeler shall make all necessary arrangements for: (i) the evaluation of Private Label Products, including the examination of documents and records related to the Private Label Products; (ii) surveillance of the Private Label Products, including access to the relevant locations, areas, and personnel; (iii) investigations of complaints; and (iv) the participation of observers or auditors as required.
- (h) Upon suspension, withdrawal, or termination of tested or Private Label Products Certification: Private Labeler shall discontinue its use of all advertising materials that contain any reference to Certification or the Service Mark regarding suspended, withdrawn, or terminated Certification.

## 2. Termination

- (a) Termination by Certification Body – Certification Body may terminate this agreement at any time if Participant or Private Labeler violate 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) Termination by Private Labeler – Private Labeler may terminate this Agreement by written notice to Participant and Certification Body.
- (d) 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. Private Labeler shall not continue imprinting the Service Mark or having the Service Mark imprinted. Private Labeler shall in no event have claim to the Program’s assets, function, or services. Under no circumstances shall Private Labeler be entitled to any refund from Certification Body.
- (e) 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 and Private Labeler acknowledge 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.

### 3. 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 Certification Body 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 Certification Body shall, unless prohibited by law, provide notice of such disclosure to Participant and or Private Labeler; and (z) that Certification Body can reasonably show was already in its possession at the time of disclosure by Participant or Private Labeler.
- (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 affect the purpose of the Program for the benefit of Participant and Private Labeler. 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 or Private Labeler in advance or is required by federal, state, or local law (subject to the notice requirements in Section 4(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 and Private Labeler's data, as long as Participant's or Private Labeler'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 and or Private Labeler, 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 and or Private Labeler, return the information to the degree possible and practical to the respective organizations.

### 4. 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.

5. 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.

6. 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.

7. 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 Certification Body; any assignment by Participant or Private Labeler without such written consent shall be void and without effect.

8. 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.

9. 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, Participant, and Private Labeler 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.

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

11. 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)

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If to Private Labeler:  
(Private Labeler Name,  
Attention To, and Mailing  
Address)

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

**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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