

COMPANY ACCREDITATION AGREEMENT



THIS AGREEMENT is entered into this _____ ("Effective Date") by and between the SPRAY POLYURETHANE FOAM ALLIANCE (hereinafter "SPFA"), a 501 (c)(6) non-profit corporation incorporated and operating under the laws of the Commonwealth of Virginia and having its principle place of business at: 3927 Old Lee Highway, #101B, Fairfax, Virginia 22030.

and

COMPANY: Company Full Legal Name: _____
Doing Business As/Trade Name: _____
Address: _____
City, State, Zip Code: _____
Attn: Contact Name/Title: _____

(Hereinafter "Company" or "Accredited Company" or "Accredited Entity")

WHEREAS SPFA is a non-profit organization dedicated to encouraging and setting high standards for on-going professional practice in the spray polyurethane foam industry and issues accreditation to qualifying companies to use the SPFA PCP's applicable Accreditation mark or designation for their specific company accreditation. Company use and display of the SPFA PCP Company Accreditation mark or designation indicates that such company has met the applicable SPFA PCP Company Accreditation requirements. A Company's SPFA approved and licensed use of the SPFA PCP Accreditation mark indicates that the Company has met specified SPFA criteria for Company accreditation.

NOW THEREFORE, SPFA has agreed to grant a limited, revocable and non-exclusive license to the Accredited Company to make use of the applicable SPFA PCP Accreditation mark ("SPFA PCP Accredited Company") under the specific terms and conditions set out in this Agreement and in compliance with the PCP and applicable SPFA Accreditation Handbook.

In exchange for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. DEFINITIONS

The following terms shall have the meanings set forth below:

1.1 "**Accreditation mark**" shall mean any accreditation mark(s) developed, owned, used and/or registered by the SPFA to designate that a company has met and continues to meet specified SPFA criteria for accreditation as a company. In this instance, the Accreditation mark will include the SPFA PCP mark and design as set forth in Schedule A attached hereto, unless the SPFA advises the Accredited Company to the contrary.

1.2 "**SPFA**" means the Spray Polyurethane Foam Alliance, a 501(c)(6) nonprofit organization having its principal offices in Fairfax, Virginia.

1.3 "**Accredited Company**" means a sole proprietorship, partnership, limited liability company, corporation or other legal entity who has met all the requirements of the SPFA PCP for achieving and maintaining the applicable PCP Company Accreditation.

2. TERM

2.1 This Agreement shall commence on the Effective Date set forth above and shall remain in effect until terminated by the SPFA or the SPFA Accredited Company, or it is not renewed or lapses due to the action(s), or failure of action, on the part of the SPFA PCP Accredited Company.

2.2 The Accredited Company agrees that it shall successfully satisfy and remain in compliance with any and all requirements for accreditation or re-accreditation that the SPFA may require of accredited companies from time to time.

2.3 Subject to the provisions of this Agreement and as long as the Accredited Company is not in breach of any of the terms and conditions of this Agreement, the requirements of the SPFA PCP, or the applicable SPFA Accreditation Handbook, and continues to meet the SPFA required criteria for accreditation, SPFA hereby grants to the Accredited Company a non-exclusive, limited and revocable license to use the Accreditation mark during the term of this Agreement and only in the manner and for the purposes set forth in this Agreement. The limited, non-exclusive and revocable license granted herein shall extend only to the use and display of the applicable SPFA Accreditation mark.

2.4 SPFA is and shall at all times remain the sole and exclusive owner of the Accreditation mark and all other SPFA PCP related marks, and the Accredited Company shall not be entitled to sub-license, assign or transfer to third parties any of its rights or obligations under this Agreement or make use of the applicable SPFA Accreditation mark in any manner inconsistent with the limited license granted hereunder, this Agreement, the requirements of the SPFA PCP, and/or the applicable SPFA Accreditation Handbook.

2.5 Each party hereto hereby confirms to the other that it has full power and authority to enter into this Agreement, and that in doing so (or carrying out any of its obligations hereunder) it is not violating the rights of any third party or any agreement by which it is bound.

3. ACCREDITED COMPANY

3.1 The Accredited Company represents and warrants that all information and documentation it has provided to SPFA or its employees, agents or third party designees under this Agreement for accreditation purposes under or in connection with the SPFA PCP, is truthful, complete and accurate, and acknowledges and agrees that the SPFA is relying upon the truth, accuracy and completeness of such representations and warranties in entering into this Agreement. The provision of false, incomplete or misleading information shall be grounds for immediate revocation or termination of the Company's accreditation, this Agreement, and the limited license granted hereunder. The Accredited Company shall remain under a continuing obligation to notify the SPFA of any material changes in the information provided in connection with its Accreditation status.

3.2 The Accredited Company hereby acknowledges and agrees that the SPFA PCP is a proprietary program of the SPFA and that such Accreditation program and the Accreditation mark(s) are and shall at all times remain the sole and exclusive property of the SPFA. The Accredited Company warrants that it shall not challenge, damage or interfere with such SPFA proprietary and ownership rights during the Term or thereafter. The Accredited Company shall not use the PCP Company accreditation mark(s) (including without limitation any documents or materials relating thereto) denoting SPFA PCP Company Accreditation for any purpose other than to designate the applicable SPFA PCP Company Accreditation, nor may the Accredited Company directly or indirectly copy, distribute, transfer, assign or make available the applicable SPFA Company Accreditation mark(s) to any third party without the prior written consent of the SPFA. Such consent shall be at the sole and absolute discretion of the SPFA. The obligations set out in this paragraph shall survive the expiration or termination of this Agreement for any reason.

To maintain accreditation, the Accredited Company shall all times comply with all requirements necessary to meet the then-current and applicable SPFA Company accreditation requirements applicable to the Company under the SPFA PCP Company Accreditation program and as set forth in this Agreement and the applicable SPFA Accreditation Handbook. The SPFA PCP Accredited Company acknowledges and agrees that the SPFA PCP, the Accredited Company criteria for

accreditation (including without limitation, the systems, requirements relating thereto) and the applicable SPFA Accreditation Handbook may be amended from time to time, and SPFA shall provide the Accredited Company with notice in writing of any such amendments. The Accredited Company agrees that, to maintain accreditation, it shall timely comply with any such amendments.

3.3 The Accredited Company acknowledges and agrees that the representations made and documents and information submitted to the SPFA by the Accredited Company in support of its PCP Company Accreditation will be relied upon as truthful, complete and accurate by SPFA, and that the SPFA will not be responsible in any way for carrying out independent verification of information relating to the SPFA PCP Accredited Company. Regardless of any use by the SPFA PCP Accredited Company of the Accreditation mark, and without limiting the generality of the foregoing, SPFA shall not be liable for any loss, costs, charges, claims, damages, injuries or liabilities of any kind or nature arising out of or resulting from any work performed, or services or products used or supplied by the SPFA PCP Accredited Company.

3.4 The Accredited Company shall provide current, complete and accurate Company information as it relates to products and/or services rendered or supplied to building owners/operators, general contractors, individuals, the public, and other trades and/or design-build professionals with respect to any of the Accredited Company's materials or products used or supplied or for services provided by the Accredited Company. The Accredited Company shall put in place and continuously adhere to policies, procedures and processes sufficient to answer questions from building owners/operators, general contractors, individuals, the public, and other trades and/or design-build professionals concerning its business, services and products rendered or supplied, and to promptly and thoroughly administer and investigate complaints in a timely and good faith manner.

3.5 The SPFA PCP Accredited Company agrees to conduct any and all dealings with building owners/operators, general contractors, individuals, the public, other trades, suppliers, or any third party involving its materials, products, and/or services within the parameters of this Agreement and the limited license granted hereunder, the requirements of the SPFA PCP, and the applicable SPFA Accreditation Handbook.

3.6 The SPFA PCP Accredited Company shall be responsible for obtaining all licenses, permits, consents and approvals which are required by all applicable governmental or other regulatory authorities with respect to the its business, products, services, or the subject matter of this Agreement. The Accredited Company will provide SPFA, in a timely manner, with copies of all such consents or approvals as required to maintain SPFA PCP Company Accreditation.

3.7 The SPFA PCP Accredited Company agrees to abide by all federal, state, and local regulations applicable to the Company and its operations and activities as a condition of continued accreditation under the SPFA PCP Accredited Company program.

4. ACCREDITED COMPANY'S USE OF ACCREDITATION MARK

4.1 During the Term of this Agreement the Accredited Company agrees that it shall use the SPFA PCP Company Accreditation mark on all business related documents, advertisements, promotional and marketing materials, products and packaging in strict compliance with the requirements of this Agreement, the limited, revocable license, the SPFA PCP, and the applicable SPFA Company Accreditation Handbook. The Accreditation mark shall be used solely to identify the Accredited Company as an SPFA PCP Accredited Company and for no other purpose.

4.2 The Accredited Company shall provide SPFA with copies of all materials, documents, packaging, advertisements, marketing and promotional materials and otherwise bearing the Accreditation mark in advance of any use or distribution of same. Any failure of SPFA to comment shall not be interpreted as a consent for such use. Should SPFA object to any uses of the Accreditation mark, the Accredited Company shall immediately cease such use of same in accordance with SPFA's demand. The Accredited Company will use the Accreditation mark only in the manner authorized by the SPFA under this Agreement.

4.3 No advertising, marketing or promotional materials used by the SPFA PCP Accredited Company shall contain any statement or material which may, in the sole judgment of SPFA, contain objectionable language, be in bad taste or be inconsistent with SPFA's public image of a first class professional organization representing high standards of safety, conduct and professionalism in the spray polyurethane foam industry.

4.4 The Accredited Company shall not use the SPFA PCP Company Accreditation mark in any manner calculated to represent that the Accredited Company is the owner of such mark or that the Accredited Company is anything other than an SPFA licensed user of the mark. The Accredited Company further acknowledges that SPFA's Accreditation mark is and shall remain the sole and exclusive property of SPFA, its successors and assigns, and agrees that during the term of this Agreement and thereafter it will not dispute or contest the validity or enforceability of the SPFA PCP Accreditation mark, including without limitation any amendments thereto or future marks forming part of the Accreditation mark, nor council or procure or assist anyone else to do the same, directly or indirectly. The Accredited Company shall not during the Term of this Agreement or thereafter register or attempt to register, directly or indirectly, any business or trade name or trade-mark that is confusingly similar with the Accreditation mark(s) or any Certification mark(s) of the SPFA or the SPFA PCP.

4.5 The Accredited Company agrees that any and all limited rights that may be acquired by the use of the SPFA PCP Accreditation mark by the Accredited Company shall enure to the sole benefit of SPFA as the sole Owner of the mark and Licensor.

4.6 The Accredited Company agrees to forthwith provide all necessary information and to execute all papers reasonably requested by SPFA to affect the registration, maintenance or defense of the Accreditation mark or to renew same. This obligation shall survive any termination or expiration of this Agreement.

4.7 The SPFA PCP Accredited Company shall immediately notify SPFA (or its authorized agent or designee) of any apparent infringement, misuse or challenge to SPFA's Company Accreditation mark, and the Accredited Company will not communicate with any other person other than SPFA (or its authorized agent or designee) in connection with any such infringement, misuse, challenge, or claim. The Accredited Company shall cooperate with SPFA (or its authorized agent or designee), and assist SPFA (or its authorized agent or designee), upon reasonable request, with respect to the prosecution of any litigation relating to such infringement or the challenging of the Accreditation mark. SPFA (or its authorized agent or designee) shall, in its sole discretion, make any and all decisions with respect to such litigation (or the settlement of any disputes) and SPFA (or its authorized agent or designee) shall be solely entitled to any awards made on account of such litigation.

5. OWNERSHIP AND MARKING

5.1 The Accredited Company acquires no right, title or interest in or to the Accreditation mark except as expressly provided in this Agreement. The Accredited Company shall at all times observe the requirements with respect to trademark notices and other forms of marking with respect to the SPFA PCP Company Accreditation mark as SPFA (or its authorized agent or designee) may from time to time, in its sole discretion, direct and communicate to the Accredited Company. The Accredited Company shall, when using the Accreditation mark, so describe the Accreditation mark to indicate clearly that the mark is owned by SPFA.

5.2 The Accredited Company shall ensure that any and all checks, letterhead, contractual documents, marketing, promotional materials or advertising or writings of any nature, will not directly or indirectly state or infer that the SPFA (or its authorized agent or designee) or the PCP is responsible or liable in any way for any of the obligations or responsibilities of the Accredited Company, or that the SPFA endorses or guarantees the products or services of the Accredited Company.

6. SPFA'S OBLIGATIONS

6.1 Provided that the Accredited Company remains in compliance with its duties and obligations under this Agreement, the SPFA PCP, and the applicable SPFA Accreditation Handbook, upon Accredited Company request, the SPFA (or its authorized agent or designee) will provide the Accredited Company with a SPFA PCP Certificate of Accreditation as an Accredited Company, which will show the Accredited Company being in good standing with the SPFA and within the SPFA Company Accreditation program.

7. BREACH AND TERMINATION

7.1 This Agreement may be terminated by the Accredited Company at any time upon thirty (30) days prior written notice to the SPFA. Upon termination of this Agreement by the Accredited Company for any reason, the Accredited Company and its officers, directors, employees and authorized agents shall immediately cease and discontinue any and all further use or display on any Company materials or representations that state or imply, directly or indirectly, that the Company is an SPFA PCP Accredited Company. Furthermore, the Accredited Company shall immediately discontinue any and all use of the SPFA PCP Company Accreditation Mark.

7.2 The Accredited Company acknowledges and agrees that the limited and revocable license granted hereunder and this Agreement may be suspended or terminated by the SPFA immediately, in its sole discretion, if the Accredited Company is found by the SPFA, acting reasonably, to be in default or breach of any of its duties or obligations under this Agreement, or of any requirements of the SPFA PCP, or the applicable SPFA Accreditation Handbook.

7.3 Without limiting the generality of the foregoing, the Accredited Company shall be deemed to be in default under this Agreement and SPFA may, at its option, terminate this Agreement if:

- (a) the Accredited Company is in default of any of its duties or obligations under this Agreement, or the applicable requirements under the SPFA PCP, or fails to meet the requirements of the applicable SPFA Accreditation Handbook;
- (b) the Accredited Company fails to participate in or successfully complete any and all applicable SPFA PCP requirements or fails to timely complete any reaccreditation or renewal requirements under the SPFA PCP Company Accreditation program;
- (c) the Accredited Company is found to have provided the SPFA or its authorized agent or third party designee with inaccurate, incomplete or misleading information;
- (d) the Accredited Company makes a general assignment for the benefit of creditors or a proposal arrangement under the *Bankruptcy and Insolvency Act* (The United States) or any successor legislation (the "Act"), if a petition is filed against the Accredited Company under the Act, if Licensee shall be declared or adjudicated bankrupt, if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager or any other officer with similar powers shall be appointed of or for the Accredited Company or if the Accredited Company shall commit any act of bankruptcy or insolvency or consents to the institution of such appointment or proceedings or admits in writing its inability to pay debts as they become due except to the extent that SPFA's right to terminate may be limited by the Act;
- (e) the Accredited Company transfers or attempts to transfer this Agreement or any rights hereunder to any person or entity without the prior written consent of SPFA;
- (f) if there is any change in control of the registered or beneficial ownership of the issued capital stock of the Accredited Company, or the sale of substantially all of the assets of the Accredited Company, without SPFA having first given its written consent thereto (where the Accredited Company is a corporation).

7.4 Should the SPFA elect to impose a suspension rather than a termination, giving the Accredited Company an opportunity to cure the default, it shall notify the Accredited Company in writing of the nature of the default to be remedied, the suspension of the Accredited Company's limited license and accreditation and the period granted to the Accredited Company to correct any such default to the satisfaction of the SPFA, failing which SPFA may, in its sole discretion, terminate this Agreement and the limited license granted hereunder, as well as the Company's accreditation under the SPFA PCP Company Accreditation program. Should a suspension be imposed, any fees due and payable to SPFA must be paid in full prior to the re-instatement of any suspended Accredited Company.

7.5 In the event of a suspension, or should this Agreement be terminated for any reason, the Accredited Company shall immediately:

- (a) cease to use, directly or indirectly, the SPFA PCP Company Accreditation mark(s) in any manner and for any purpose whatsoever;
- (b) remove the Company Accreditation mark(s) and any references to accreditation under the SPFA PCP from any and all materials, including without limitation the Accredited Company's website, packaging, signs, advertisements, marketing and promotional materials, under its custody or control upon which the Accreditation marks or reference to the SPFA PCP Company Accreditation program appears, and shall deliver up same to SPFA upon request;
- (c) immediately pay to SPFA all fees, amounts and other charges as are or have become due and payable; and
- (d) immediately cease to and thereafter not, directly or indirectly, hold itself out to any person or entity as an Accredited Company of SPFA or the SPFA PCP.

7.6 The Accredited Company agrees that the requirements set forth in paragraph 7.5 (a)-(d) are reasonable and necessary to protect the integrity of the SPFA's Accreditation mark and that these requirements are enforceable by injunction, including without limitation by interlocutory injunction, by any court of competent jurisdiction.

8. INDEMNITY AND RELEASE

8.1 The SPFA PCP Accredited Company acknowledges and agrees that while SPFA has made its best effort to develop and make available the SPFA PCP, neither the SPFA, nor its directors, officers, agents, employees, volunteers, contractors or third party designees shall be responsible to the SPFA PCP Accredited Company or any third party for any loss, cost, damage, injuries or damages to persons or property, liability or claim howsoever occasioned, whether by act, error, omission, failure to act, negligence, or willful conduct, in respect of the services, materials or products of the SPFA PCP Accredited Company, or the use and delivery of the SPFA PCP in connection therewith.

The SPFA PCP Accredited Company hereby warrants that it shall indemnify, defend and hold harmless the SPFA, its officers, directors, employees, volunteers, agents, contractor and third party designees from and against any and all third party claims, actions, causes of action, judgments, liabilities, losses, injuries or damages to persons or property, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from the SPFA PCP Accredited Company's acts, errors or omissions, negligence, intentional or willful misconduct or a breach of 1) the terms or conditions of this Agreement, 2) the requirements of the SPFA PCP, or 3) the applicable SPFA Accreditation Handbook. This duty of indemnification shall survive the termination or expiration of this Agreement for any reason. The SPFA PCP Accredited Company agrees to carry commercially reasonable amounts of professional and commercial liability and property and casualty insurance coverage.

8.2 Without limiting the generality of the foregoing, the SPFA, its officers, directors, employees, volunteers, contractors, authorized agents, and third party designees shall not be obligated or liable for any injury or death of any person or damage to any property caused by or relating to the services, materials, or products used, supplied or provided by the SPFA Accredited Company.

8.3 The SPFA Accredited Company warrants and agrees that in no event shall the SPFA PCP, the SPFA, or its officers, directors, employees, authorized agents, third party designees, volunteers or any authorized representative, be liable in any manner for any loss, cost or damage that may be suffered by the SPFA Accredited Company by virtue of its accreditation or the suspension or termination of its accreditation hereunder.

9. GENERAL

9.1 The Accredited Company is and will at all times remain an independent contractor and is not and shall not represent itself to be the agent, joint venturer or partner of the SPFA. No representations or statements will be made or acts taken by the Accredited Company which indicate or could be deemed to establish, create or infer any apparent relationship of agency, joint venture or partnership, and the SPFA shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the Accredited Company to or with any other person or entity, or with respect to any other actions or omissions of the Accredited Company.

9.2 This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia and the United States applicable hereto and the parties irrevocably attorn to the jurisdiction of the Courts of Virginia with respect to any dispute relating hereto.

9.3 All notices under this Agreement shall be in writing and shall be sent by prepaid courier, certified mail, facsimile or served personally. If sent by courier or certified mail, service shall be deemed to have been made on the second day following delivery of the notice by the transmitting party to the courier or USPS. Any Notice transmitted by facsimile shall be deemed given and received on the first business day after its transmission. Unless changed in writing, SPFA's address for the purpose of notice is: SPFA-PCP 1050 Connecticut Avenue N.W., Suite 500, Washington, D.C. 20036, and for the Accredited Company, it shall be the address listed at the top of this document, unless SPFA is otherwise notified in writing by the Accredited Company.

9.4 The failure of SPFA to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the Accredited Company shall not constitute a waiver of the terms and conditions of this Agreement with respect to that or any other or subsequent breach thereof nor a waiver by SPFA of its rights at any time thereafter to require strict compliance with all terms and conditions hereof including the terms or conditions with respect to which the Accredited Company has failed to exercise such right, power or option.

9.5 If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in full force and effect.

9.6 This Agreement may be executed by the parties in separate counterparts, each of which will be deemed to constitute an original, but all of which together will constitute one and the same Agreement. This Agreement will be considered to be fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement and those contemplated herein may be executed and delivered by facsimile signatures and will be binding on all parties hereto as if executed by original signature and delivered personally.

9.7 This Agreement shall enure to the benefit of and be binding upon SPFA and the Accredited Company and their respective successors and permitted assigns.

9.8 This Agreement contains the entire Agreement between the parties in respect of its subject matter and supersedes all earlier agreements, understandings, negotiations and discussions, whether verbal or written. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. The Agreement may not be modified, amended or supplemented in any manner without the prior written consent of the SPFA and without signatures of authorized representatives of both parties.

THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT on the date first written above.

COMPANY Full Legal Name (print): _____

Per: _____ Print Name: _____
Authorized Signing Officer signature

Title: _____ Date: _____

SPRAY POLYURETHANE FOAM ALLIANCE

Per: _____ Print Name: _____
Authorized Signing Officer signature

Title: _____ Date: _____

Please forward this agreement to: SPFA-PCP 1050 Connecticut Avenue NW, Suite 500, Washington, D.C. 20036

Fax: 1-866-242-5000 or e-mail: admin@spfapcp.org ?? Questions call: 1-866-222-5000