



SPFA MEMBER LOGO USE POLICY AND LICENSE AGREEMENT

This SPFA Member Logo use policy and license agreement is intended to set forth the terms and conditions of SPFA (hereinafter “Alliance”) member usage of the SPFA Member Logo depicted on this page. While Alliance members are encouraged to make proper use of the SPFA Member Logo, such usage must be in strict compliance with this policy and license agreement.

The SPFA Member Logo (hereinafter “Logo”) is intended for use only by members currently in good-standing with the Alliance. Any use by and for companies that are not current members in good-standing with the Alliance is strictly prohibited. The permission of the Alliance to make use of the Logo pursuant to this limited license is extended only during the period that the member remains in good standing with the Alliance.



OWNERSHIP OF THE MARK

Member use of the Logo pursuant to this policy and license constitutes an agreement and acknowledgement by the member that the Logo is and shall at all times remain the sole and exclusive property of the Alliance. Member use of the mark shall constitute consideration for, agreement to, and acceptance of the terms and conditions of this use policy and limited license. Usage of the mark by Alliance members is permitted only in accordance with the terms and conditions of this limited, conditional and revocable license. Any violation of the terms and conditions of this policy and license agreement may result in the immediate termination or revocation of the Alliance’s license to use the Logo in addition to any other sanctions that may be reasonably imposed by the Alliance, including suspension or loss of membership

MEMBER ID#

Notably underneath the logo design is an area for Member ID#. As an Alliance member in good standing, each member company has been assigned a unique permanent Member ID#. If for some reason a member company is unaware of that number, the company’s voting representative should have the required information. If a member company is unsure who its company voting representative is, the company may find that from the SPFA Online member Directory or contact SPFA staff.

The company’s Member ID# has been affixed to the Logo at SPFA. The Logo in its complete form was provided to the member company and shall at all times remain unchanged. Any modification to the Logo as provided by the Alliance, without the express written authorization of an authorized representative of the Alliance is strictly prohibited and may result in the termination of this license to use of the Logo as well as possible suspension or termination of membership in the Alliance.



USE OF THE ALLIANCE MEMBER LOGO

Any presentation, depiction or use of the Logo, in Alliance member print materials, online or in any other form or media, must appear in the same form as provided to the member and without any modification. The Logo shall at all times be used in a professional manner and shall not be used in a manner that, in the sole discretion of the Alliance: discredits the Alliance or damages its reputation and goodwill; is false and/or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the Alliance and the user, including but not limited to any use of the Logo that might reasonably be construed as an endorsement, approval, sponsorship or certification by the Alliance of the user's products or services.

Whenever and wherever used by an Alliance member, the Logo must incorporate and display the "SM" designation indicating that the Logo is a recognized service mark of the Alliance. The typeface and graphic elements of the Logo may not be re-typeset, altered or modified in any way, and the colors must remain unchanged. Please reference the SPFA Style Guide regarding proper presentation of the logo in any printed or digital media.

VERIFICATION OF MEMBERSHIP

It has been observed that on occasion the SPFA general logo appears online and in print use by non-member companies. Such improper use of the Logo constitutes an affirmative misrepresentation that the non-member company using the logo is in fact a member. Such improper use of the Logo constitutes a false and deception trade practice. The Alliance will undertake appropriate measures to protect its exclusive ownership interest in the Logo and to protect it from misuse and dilution by unauthorized third parties, up to and include reporting such false and deceptive trade practice to the appropriate authorities.

➔ LINKING OF LOGO TO SPFA WEBSITE

In the case of your electronic distribution of the Logo, online, in electronic documents, etc, you may link the Logo back to the SPFA website so that viewers can more easily verify your membership. The verification page with Member ID# search referenced within the embedded portion of the logo shall be <http://www.sprayfoam.org/members/>.

IN THE EVENT OF MEMBERSHIP RESIGNATION OR TERMINATION

In the event a company's membership in the Alliance is expired or terminated or discontinued for any reason, all use of the Logo by that company shall immediately cease and the Alliance's license for such company use shall be immediately terminated. Continued use of the Logo beyond the period that a company's membership has been terminated or discontinued shall be construed as a knowing and intentional violation of the terms and conditions of this policy and license agreement, and the Alliance will undertake appropriate measures to enforce its protected intellectual property rights in the Logo. SPFA will use any lawful means or options at its disposal to obtain and enforce a cease-and-desist order



regarding the company's continued and unauthorized use of the Logo and to obtain monetary damages and reimbursement of legal fees and costs of litigation where appropriate.

UNAUTHORIZED USE OF THE LOGO BY A MEMBER OR NON-MEMBER COMPANY

Unauthorized use of the Logo by a member or non-member company includes, but is not limited to, the following examples:

- ➔ A member company shares the logo with another brand or business unit within a larger parent company or partnership, resulting in the use of the Logo by a company that is not actually a direct member of the Alliance;
- ➔ Unprofessional use of the Logo;
- ➔ Use of the Logo by a company or individual that is **NOT** a member in good standing of the Alliance;
- ➔ Use that discredits or tarnishes the reputation or goodwill of the Alliance or its members;
- ➔ Use that is or could reasonably be interpreted to be false, deceptive or misleading in any way;
- ➔ Use that violates the rights and interests of others;
- ➔ Use that violates law, regulation or other public policy;
- ➔ Use that mischaracterizes or misrepresents the relationship between the Alliance and the user
- ➔ Use that implies or appears to represent that the Alliance endorses, approves or certifies the user's products or services

Acknowledgement of and agreement to the terms and conditions of this policy is a pre-condition to any use of the Logo by an Alliance member company. Please sign this form below acknowledging that you have read and understand the information provided, and return to SPFA by fax at 703-563-7425 or email to info@sprayfoam.org. Use of the Logo without a signed agreement to the terms and conditions of this Alliance policy and limited license is prohibited.

 Authorized signatory of the Alliance Member Date: _____

 Company Name

 SPFA Authorized Signatory Date: _____

Note: This document, as signed by the SPFA Voting Representative of the member company, remains in effect until such time that the conditions of the agreement change (which you would receive notification of), or the conditions of the company's membership change (termination, resignation, etc.). This document does not need to be signed and submitted every year. It will be kept on file by SPFA.