

**FURNITURE  
MANUFACTURER/  
DISTRIBUTOR  
LICENSE AGREEMENT**

This Agreement contains the terms, covenants, conditions, and provisions upon which the Chemical Fabrics and Film Association (“CFFA”) will license, and which (“Licensee”) may use the CFFA Certification Mark depicted below (“CFFA Intellectual Property”) to indicate that they are selling products made with certified coated fabrics. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Grant of License.** CFFA grants to Licensee a nonexclusive, non-sublicensable and revocable license to use the CFFA Intellectual Property on Licensee’s advertising, web site and social media pages specifically promoting furniture products made with certified coated fabrics as long as such use is in compliance with CFFA’s Procedural Guidelines (“Guidelines”) as may be amended from time to time, the terms of which are incorporated into and made part of this Agreement by reference. The license granted in this Agreement is nontransferable. CFFA Intellectual Property may not be used in any manner that falsely suggests or implies that CFFA has certified any product that does not meet certification standards. Licensee agrees to abide by this Agreement as of the date of executing this agreement and further to abide and be bound by any future revisions to the Guidelines.

**2. Prohibited Uses.** CFFA Intellectual Property may not be used in any manner that, in the sole discretion of CFFA: discredits CFFA or tarnishes its reputation and goodwill; is false or misleading; is used in violation of this Agreement or Guidelines; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between CFFA and Licensee.

**3. Use Contingent Upon Compliance; Termination.** Use of CFFA Intellectual Property is contingent upon compliance with this Agreement and the Guidelines. In addition, Licensee’s license to use the CFFA Intellectual Property is contingent upon whether the coated fabrics of the certified manufacturer or distributor being sold by Licensee maintain their certified status. Licensee’s right to use the CFFA Intellectual Property with a manufacturer or distributor participant’s certified product terminates when that participant’s license for that certified product is terminated. If Licensee will use this License to sell products certified by another participant under Licensee’s private label: (i) Licensee may not modify or otherwise convert the certified product which Licensee is private labeling; and (ii), Licensee’s right to use the CFFA Intellectual Property with the private labeled product(s) certified by another participant terminates when that participant’s license is terminated. This Agreement and Licensee’s license to use the CFFA Intellectual Property may terminate upon Licensee’s non-compliance with the Guidelines, CFFA’s termination of the program or any other breach of this Agreement. Notwithstanding the foregoing, CFFA may terminate this Agreement (including, without limitation, Licensee’s license to use the CFFA Intellectual Property) for convenience upon 30 days’ notice to Licensee. Upon termination or expiration of this Agreement, Licensee shall immediately discontinue the use of the CFFA Intellectual Property and destroy all materials displaying the CFFA Intellectual Property.

**4. Ownership of CFFA Intellectual Property.** Licensee agrees that CFFA is the sole and exclusive owner of the CFFA Intellectual Property, and Licensee shall not take any actions which are inconsistent with CFFA’s ownership rights including, but not limited to, challenging CFFA’s rights.

**5. Agency.** No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement. CFFA is not responsible for the acts or omissions of Licensee, nor may Licensee speak or act for, or otherwise legally bind, CFFA.

**6. Governing Law; Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Ohio without giving effect to principles of conflicts of law there under. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or State court in Ohio, and the parties agree and expressly consent to the exercise of personal jurisdiction in the State of Ohio. **EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

**7. Indemnification.** CFFA, its directors, committee members, officers, employees, members, representatives and agents shall not be liable for any act or omission of Licensee or certification program participants. Licensee agrees to indemnify, defend, and hold CFFA, its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents, harmless from and against any and all loss, liability, damage, claim, suit, demand and expense, including, but not limited to, taxes, fines, penalties, court costs and attorney's fees, arising in connection with or related to Licensee's acts or omissions (including, without limitation, any breach of this Agreement).

**8. Entire Agreement.** This Agreement and the Guidelines as amended from time to time contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not contained in this Agreement shall have any force and effect.

**9. Waiver.** Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

**10. Survival.** All terms and conditions of this Agreement that by their nature are intended to survive termination or expiration will do so. The rights and responsibilities established in Sections 2, 4, 7, 8 and 9 shall indefinitely survive the termination of this Agreement.

**11. Attorneys' Fees.** In the event of a breach by Licensee of the provisions of this Agreement, CFFA shall be entitled to recover against Licensee all attorneys' fees and costs, including expert witness fees or expenses, incurred by CFFA in connection with any claim against Licensee arising out of Licensee's breach of this Agreement.

**12. Counterparts.** This Agreement may be signed by the parties in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, e-mail or other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile, e-mail or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

IN WITNESS WHEREOF, the following signatures:

**Licensee**  
Signature  
Title  
Company  
Date  
May 2021

**Chemical Fabrics and Film Association**  
Signature  
Title  
Company  
Date

**CFFA Intellectual Property**

