

**Our strengths. Your gains.**

## Logo Usage License Agreement

This License Agreement (the "Agreement") for the Polyurethane Manufacturers Association logo (the "Logo") is entered into as of this \_\_ day of \_\_\_\_\_, 20\_\_, by and between the Polyurethane Manufacturers Association, Inc., an Illinois not for profit corporation ("Licensor" or "PMA"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Licensee"). In consideration of the mutual promises and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Licensor grants and Licensee accepts a nonexclusive, nontransferable and nonassignable limited license under which Licensee may use the Logo solely in or on Licensee's website, brochures, specifications, flyers, and other printed marketing documents (cumulatively, the "Marketing Materials") in accordance with the terms and conditions of this Agreement.
2. Licensor retains any rights not expressly granted to Licensee, including, but not limited to, Licensor retains exclusive right, title and interest to the Logo. Licensee has no ownership rights in the Logo and shall acquire no ownership rights in the Logo as a result of its performance (or breach) of this Agreement. All use of the Logo or variations thereon shall inure solely to the benefit of PMA. Licensee and its employees shall not transfer the Logo to another party; permit the use of the Logo by another party; or copy or adapt the Logo.
3. Licensee may not, either directly or indirectly, sublicense, assign, or in any way encumber this license. Any attempt to do so shall be void and shall result in immediate termination of this License.
4. Licensee shall present its proposed use of the Logo to Licensor for pre-approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Licensor, in its sole judgment, finds Licensee's use of the Logo to be in bad taste or reflect negatively on PMA, Licensor shall notify the Licensee, and Licensee shall immediately correct the use. If Licensee does not immediately correct the use, Licensor may terminate this license immediately upon written notice.
5. Licensee agrees to use the Logo only: during the period in which it is a member in good standing of the PMA; in compliance with all PMA bylaws, articles, policies, directives, plans, commitments, mission statements, and guidance; and, in a positive manner that supports the objectives of the PMA, as set forth in PMA's bylaws, articles, policies, directives, plans, commitments, mission statements, and guidance.



**Our strengths. Your gains.**

6. Licensee agrees not to: take any action which will interfere with any of PMA's rights in and to the Logo; challenge PMA's right, title or interest in and to the Logo or the benefits therefrom; make any claim or take any action adverse to PMA's ownership of the Logo; register or apply for registration, anywhere, for the Logo or any other mark that is similar or incorporates the Logo; use any mark, anywhere, which is confusingly similar to the Logo; or, use the Logo in any way that says or suggests that PMA has endorsed, certified, approved or warranted Licensee's Marketing Materials, products or services.
7. Licensor makes no representations or warranties about the Logo and shall not be liable for any special, indirect, incidental, punitive or consequential damages, including loss or profits, related to the Logo or to this Agreement. Licensee assumes the entire risk of use of the Logo.
8. Licensee shall indemnify, defend and hold harmless Licensor from and against all liability, loss, cost or expense, including reasonable attorney's fees, and all claims related to Licensee's use of the Logo or to this Agreement.
9. Subject to survival of Licensee's obligations, this Agreement shall continue until terminated. Licensor shall be entitled to terminate the Agreement or to obtain other proper relief, including damages and injunction. Upon termination of this Agreement all rights of Licensee to use the Logo shall terminate immediately except as otherwise provided herein and Licensee shall remove the Logo from its Marketing Materials within seven (7) days of the effective date of termination, shall immediately cease distributing Marketing Materials, and shall immediately destroy all Marketing Materials carrying the Logo in its possession or control.
10. The laws of the State of Wisconsin govern this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first set forth above.

LICENSOR:

Polyurethane Manufacturers Association

By: \_\_\_\_\_

Its: \_\_\_\_\_

LICENSEE:

[name]. a \_\_\_\_\_  
Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

