

**NWFA LEGAL™
LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into on _____, 200__ by and between the National Wood Flooring Association (“NWFA” or “Licensor”), with a principal place of business at 111 Chesterfield Industrial Boulevard, Chesterfield, Missouri 63005 and

Company (“Licensee”): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____ Website: _____

RECITALS

Licensor is the owner of the NWFA LEGAL™ trademark/label shown in Exhibit A which is attached to and made a part of this Agreement. Licensor has developed a specific program and set of criteria in connection with the NWFA LEGAL™ trademark/label in Appendix 3, as outlined in Exhibit A which is attached to and made a part of this Agreement. Only those NWFA members who manufacture or import products which meet the criteria outlined in Exhibit A are eligible to use the NWFA LEGAL™ trademark/label.

Licensee having successfully completed an NWFA RPP LEGAL audit administered by _____, an NWFA approved legality verification organization, certifies that the wood flooring it produces or imports under the product line(s) named _____ meet the criteria outlined in Exhibit A and that it desires to use the NWFA LEGAL™ trademark/label in connection with the product(s) specified herein.

Licensor grants Licensee the right to use the NWFA LEGAL™ trademark/label subject to the terms of this Agreement.

IT IS AGREED:

1. License - Licensor grants Licensee the non-exclusive right to use the NWFA LEGAL™ trademark/label in strict compliance with the RPP Trademark/label Communications Use Rules and Restrictions in Exhibit B, attached..

This license is non-transferable and non-assignable. Further, Licensee does not have the right to grant any sub-licenses for use of the NWFA LEGAL™ trademark/label.

2. Royalty – In exchange for the right to use the NWFA LEGAL™ trademark/label, Licensee agrees to pay an annual fee as outlined in Exhibit C to Licensor upon the signing of this Agreement and on the anniversary date of this Agreement each year thereafter.

3. Term - The term of this Agreement shall be for a period of three (3) years from the date indicated on this Agreement, subject to renewal by the Licensee for successive terms thereafter or termination earlier pursuant to Section 4 of this Agreement.

4. Termination – This Agreement may be terminated prior to its expiration date as follows:

(a) Should Licensee fail to use the NWFA LEGAL™ trademark/label in compliance with the requirements outlined in Exhibit A or in Exhibit B or otherwise be in breach of this Agreement and fail to correct such noncompliance or breach within thirty (30) days of receipt of written notice from Licensor;

(b) Should Licensee's products no longer meet the requirements outlined in Exhibit A as determined by Licensor;

(c) If Licensor decides to discontinue the NWFA LEGAL™ trademark/label; or

(d) Licensee is no longer a member of NWFA.

In the event of the suspension or termination of this Agreement, Licensee shall immediately cease using the NWFA LEGAL™ trademark/label on all new products and product related promotional materials in all forms and formats, and upon demand of an authorized NWFA representative, shall surrender to NWFA all replicas of the NWFA LEGAL™ trademark/label then remaining in Licensee's possession.

5. Modifications to NWFA LEGAL™ Trademark/label Requirements - Licensor reserves the right to change or modify the NWFA LEGAL™ trademark/label requirements at any time at its discretion and Licensee shall, upon notice from Licensor, comply with such modified requirements on all promotional materials in all forms and formats designed and/or produced and/or distributed after receipt of such notice.

6. Indemnification - Licensee shall indemnify, defend, and hold harmless Licensor, its officers, directors, employees, and agents from and against all claims, demands, suits, actions, damages or expenses of any kind, including legal expenses and attorney's fees, resulting from, arising out of, or in any way connected with:

(a) Licensee's acts or omissions, whether or not such acts are allegedly performed or such failures to act are allegedly committed in accordance with the NWFA LEGAL™ trademark/label requirements; or

(b) Any claims by any purchaser or other person that the products of Licensee identified by the NWFA LEGAL™ trademark/label do not conform to the minimum requirements of the NWFA LEGAL™ trademark/label requirements. Licensee shall not be liable to Licensor for any claims arising out of the acts or omissions of any other party licensed by Licensor to use the NWFA LEGAL™ trademark/label.

The terms of this provision shall survive the termination or expiration of this Agreement.

7. Injunctive Relief - Licensee acknowledges that an uncured breach of this Agreement will result in immediate and irreparable damage to Licensor. Licensee acknowledges and admits that there is no adequate remedy at law for such breach, and Licensee agrees that in the event of a breach of this Agreement, Licensor shall be entitled to equitable relief by way of temporary and permanent injunctions and such other further relief as any court with jurisdiction may deem just and proper. Licensee agrees to pay Licensor's attorneys' fees and costs in connection with the Licensor's enforcement of this Agreement.

8. License # NWFA RPP Legal _____0909

ACCEPTED AND AGREED:

NATIONAL WOOD FLOORING ASSOCIATION (NWFA)

By: _____ Date: _____
Edward S. Korczak, CAE
Executive Director/CEO

LICENSEE

Signature: _____ Date: _____

Print Name: _____