



AGREEMENT FOR USE OF AWMAC DESIGN AND MARK

THIS AGREEMENT SIGNED THE ____ DAY OF _____, 20____ (“AGREEMENT”)

BETWEEN

AWMAC MEMBER IN GOOD STANDING WHO DOWNLOAD, PRINT OR USE THE AWMAC DESIGN AND MARK (“YOU”)

AND

ARCHITECTURAL WOODWORK MANUFACTURERS ASSOCIATION OF CANADA (“AWMAC”).

BEFORE AWMAC PERMITS YOU TO DOWNLOAD, PRINT OR USE THE AWMAC DESIGN AND MARK, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY SIGNING THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT SIGN THIS AGREEMENT, AWMAC WILL NOT PERMIT YOU TO DOWNLOAD, PRINT OR USE THE AWMAC DESIGN AND MARK.

1. LICENSE TO USE THE AWMAC DESIGN AND MARK (“AWMAC LOGO”)

The AWMAC LOGO is a trade-mark of AWMAC and is used under license.

Subject to the terms of this Agreement, if You are a Member of a regional AWMAC Chapter who is currently in good standing with such AWMAC Chapter, AWMAC hereby grants to You a limited, revocable, non-exclusive, non-transferable license, without right of sublicense, to download, print and use the AWMAC LOGO for the restricted purposes set out in Section 3(b)(i) below.

If you are consenting to be bound by this Agreement on behalf of the AWMAC Member that is a partnership or corporation, you hereby represent and warrant that you have the capacity and authority to bind such partnership or corporation and acknowledge that AWMAC and the applicable regional AWMAC Chapter are relying on such representation and warranty.

2. OWNERSHIP

You recognize the value of the AWMAC LOGO and acknowledge that the AWMAC LOGO and all rights, including intellectual property rights, therein belong exclusively to AWMAC.

AWMAC and the regional AWMAC Chapters, as its appointed agents, shall remain the sole



grantors of authorization to use the AWMAC LOGO.

Neither during the term of this Agreement, nor at any time after the termination of this Agreement, shall You directly or indirectly dispute or contest the validity or enforceability of the AWMAC LOGO, attempt any registration of the AWMAC LOGO or attempt to dilute the value of any goodwill attaching to the AWMAC LOGO. You agree that any and all goodwill arising from the use of the AWMAC LOGO shall enure solely to the benefit of and shall belong exclusively to AWMAC.

If You become aware of any unauthorized use or challenge to Your, AWMAC's or any regional AWMAC Chapter's use of the AWMAC LOGO, You shall immediately, in writing, advise AWMAC or the regional AWMAC Chapter in which You are a Member. AWMAC and the regional AWMAC Chapters shall have the right, but not the obligation, to undertake whatever legal action they deem necessary to protect the AWMAC LOGO.

*In this Agreement, "including" means "including but not limited to"; and "includes" and similar expressions have corresponding meanings.

3. USE POLICY

3.1. General

Your use of the AWMAC LOGO, as well as the character and quality of the services You provide in association with the AWMAC LOGO, shall conform at all times to all applicable laws and regulations, government and industry standards, and standards prescribed by AWMAC from time to time, and shall be of such style, appearance and quality as to ensure the preservation and enhancement of the integrity and goodwill of the AWMAC LOGO, AWMAC, regional AWMAC Chapters and the architectural woodworking profession.

Without limiting the generality of the foregoing, You shall not use the AWMAC LOGO in any way that may, or may be reasonably regarded to, impair or disparage the AWMAC LOGO, AWMAC, regional AWMAC Chapters or the architectural woodworking profession.

3.2. Conditions for Use

a) Authorized Use

Authorized use of the AWMAC LOGO is restricted to AWMAC Members (including partnerships or corporations) of a regional AWMAC Chapter who are currently in good standing with such AWMAC Chapters.

Such authorized use would include use on Your business letterhead and business cards

as well as internal promotions and communications and advertising, including in electronic media of any kind, in each case, in accordance with policies approved by AWMAC and provided that the content of such materials is restricted solely to Your architectural woodwork business.

b) Prohibited Use

Use of the AWMAC LOGO on any commercial product or publication in any way that directly or indirectly conveys that the product or publication is authorized or associated with AWMAC or any regional AWMAC Chapter is expressly prohibited.

Prohibited use includes placing the AWMAC LOGO on any articles, books, software or other publication or product offered in print or electronically for sale by You or any third party authorized by You.

c) Use by Express Written Permission

Any use not authorized by Section 3(b)(i) above is prohibited unless express written permission is received from AWMAC or the regional AWMAC Chapter, whichever is appropriate.

3.3. Samples

Upon the request of AWMAC or a regional AWMAC Chapter in which membership is held, from time to time, You shall promptly submit to AWMAC or such regional AWMAC Chapter samples of the materials used in association with the AWMAC LOGO for approval by AWMAC or such regional AWMAC Chapter. AWMAC or such regional AWMAC Chapter shall use reasonable efforts to express to You its approval or disapproval and comments with respect to such samples. You shall not use the AWMAC LOGO in association with materials that are disapproved by AWMAC or such regional AWMAC Chapter in accordance with this Section 3(c).

Any failure by AWMAC or such regional AWMAC Chapter to provide a response shall not be deemed to be an approval. Notwithstanding any approval provided by AWMAC or such regional AWMAC Chapter in accordance with this Section 3(c), AWMAC or such regional AWMAC Chapter may at any time, in its sole discretion, revoke any such approval, following which You shall immediately cease use of the AWMAC LOGO in association with the materials subject to such revocation.

3.4. Inspection

You shall permit AWMAC or a regional AWMAC Chapter in which membership is held and their authorized representatives, as agents of AWMAC, access to Your premises on

reasonable notice during normal business hours for the purpose of inspecting the quality of Your services and/or materials used in connection with the AWMAC LOGO and randomly auditing Your compliance with this Agreement.

4. VISUAL IDENTIFICATION AND DESIGN STANDARDS

4.1. General

The AWMAC LOGO derives its strength from the simplicity of its design. For member use, it comprises three elements: the corporate acronym (AWMAC), the graphic check mark extending from the “W” in the acronym and the red maple leaf, (collectively, the “Elements”) that have been designed to work together as well as function as part of a broader identity system. Used together, these elements constitute the AWMAC LOGO.

Approved artwork has been developed for the AWMAC LOGO, and no other artwork is approved without prior permission from AWMAC.

4.2. AWMAC LOGO Configuration

The proportions of the AWMAC LOGO in all of its iterations are fixed and based on a design system as outlined in a set of brand standards and guidelines governing their use. The symbol and colours have been carefully chosen for their inherent meaning and visual function. They are bright, modern and evoke a dynamic quality.

The font is not to be distorted or altered, such as by stretching or condensing it. The AWMAC LOGO is one piece of artwork, and cannot be altered.

The AWMAC LOGO should never be set at an angle, but should always be square to the page or the object upon which it will be printed.

4.3. Colour

The AWMAC LOGO colours are associated with specific facets as shown below. Colours should not be mismatched.



PANTONE 7427
CMYK 0.100.65.27
RGB 182.10.56
HTML #B60A38



Black
CMYK 0.0.0.100
RGB 30.30.30
HTML #1E1E1E

On dark photos and backgrounds, the white logo should be used and on lighter photos and

backgrounds, the original full colour AWMAC LOGO should be used.



When required, the AWMAC LOGO may appear in black or white as shown in Exhibit A. For purposes of maintaining a consistent corporate image, the AWMAC LOGO must never appear in any other colours.

4.4. Clear Space

The AWMAC LOGO should have a prominent placement wherever possible. The AWMAC LOGO should always have equal or greater space allocated to it when used in conjunction with another company's logo.

The AWMAC LOGO should always be allowed to 'breathe'. The AWMAC LOGO must always have sufficient space around it to allow it to stand out.

The minimum clear space required is relative to the size of the AWMAC LOGO. It is equal to the height of the "c" in AWMAC.



4.5. What Not To Do

Do not squish or stretch the logo



Do not angle the logo



Do not discolour the logo



Do not rearrange the layout of the logo



Do not screen back any part of the logo, or the logo as a whole



Do not place the logo on a busy background



5. TERM AND TERMINATION

This Agreement shall continue and remain in force and effect until terminated in accordance with this Section 5.

AWMAC, in its sole discretion, shall have the right to terminate this Agreement:

- a) immediately upon written notice to You if:
 - i) AWMAC or a regional AWMAC Chapter in which membership is held by You has provided fifteen (15) days prior written notice of termination for any reason;



- ii) You default in the performance of any of Your obligations under this Agreement and such default, in the case of a default that is remediable, continues for a period of ten (10) days after written notice of the default is provided by AWMAC or a regional AWMAC Chapter in which membership is held by You;
 - iii) You are adjudged bankrupt or make a general assignment for the benefit of creditors; a receiver is appointed on account of Your insolvency; or You cease to carry on business;
 - iv) You conduct Yourself in a way that denigrates or disparages the architectural woodworking profession in any way.
- b) immediately without notice to You if You cease to be a Member in good standing of a regional AWMAC Chapter.

Upon termination of this Agreement, all rights granted to You hereunder shall revert to AWMAC and You shall:

- a) immediately discontinue any and all uses of the AWMAC LOGO;
- b) hereby immediately undertake not to use or adopt any trade-mark confusingly similar to the AWMAC LOGO; and
- c) within ten (10) days after termination, destroy or, at the request of AWMAC or a regional AWMAC Chapter, deliver to AWMAC or such regional AWMAC Chapter, all copies of all promotional documentation and other materials (including but not limited to stationery, signage, Web materials and electronic files of the AWMAC LOGO) bearing the AWMAC LOGO then in Your possession or control.

The provisions of Sections 2 and 5 to 13, inclusive, of this Agreement shall survive any termination hereof as shall any other provisions that, by their nature, could reasonably be expected to be intended to so survive.

6. INDEMNITY

YOU HEREBY AGREE, DURING AND AFTER THE TERMINATION OF THIS AGREEMENT, TO INDEMNIFY AND SAVE AWMAC, REGIONAL AWMAC CHAPTERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, SUITS, CLAIMS, DEMANDS, COSTS (INCLUDING COURT COSTS AND LEGAL FEES), FINES AND ACTIONS OF ANY KIND OR NATURE WHATSOEVER TO WHICH THEY SHALL OR MAY BECOME LIABLE FOR, OR SUFFER BY REASON OF YOUR USE OF THE AWMAC LOGO OR ANY BREACH, VIOLATION OR NON-PERFORMANCE ON YOUR PART OR THE PART OF ANY OF YOUR DIRECTORS,



OFFICERS, EMPLOYEES OR AGENTS OF ANY TERM OR CONDITION OF THIS AGREEMENT.

7. NO WARRANTY OR LIABILITY

NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, THE AWMAC LOGO IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENFORCEABILITY, VALIDITY AND NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL AWMAC OR ANY REGIONAL AWMAC CHAPTER BE LIABLE, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH AND BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR DAMAGES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY AND AGGRAVATED DAMAGES AND DAMAGES FOR LOSS OF USE, PROFITS OR REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS) OR ANY OTHER REMEDY RELATING TO THIS AGREEMENT, INCLUDING THE TERMINATION OF THIS AGREEMENT BY AWMAC PURSUANT TO SECTION 5 ABOVE.

8. FURTHER ASSURANCES

You agree that You will do all such acts and execute all such further documents and the like, and will cause the doing of all such acts and the execution of all such further documents as are within Your power to cause the doing or execution of, as AWMAC or a regional AWMAC Chapter may from time to time reasonably request, in writing, and as may be necessary or desirable to give effect to this Agreement.

9. INDEPENDENT CONTRACTOR

It is understood and agreed that in giving effect to this Agreement, neither party shall be or be deemed a partner or agent of the other party for any purpose and that the relationship of the parties shall be that of independent contractor. Nothing in this Agreement shall constitute a partnership or a joint venture between the parties. Neither party shall have the right to enter into agreements, pledge the credit of or incur expenses or liabilities on behalf of the other party. Without limiting the foregoing, You acknowledge and agree that any regional AWMAC Chapter in which membership is held by You may act as AWMAC's agent for the purpose of implementing this Agreement.



10. THIRD PARTY BENEFICIARIES

The parties acknowledge and agree that, although nothing in this Agreement shall confer upon any third party other than the regional AWMAC Chapter in which membership is held by You any benefit of any kind, the regional AWMAC Chapter shall have the benefit of this Agreement and, for such purpose, AWMAC is contracting both on its own behalf and as agent and trustee for the regional AWMAC Chapters. Without limiting the generality of the foregoing sentence, You agree that AWMAC may enforce the indemnity in Section 6 above on behalf of any regional AWMAC Chapter.

11. ASSIGNMENT

AWMAC may, at any time, without Your consent, assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, to any third party. You may not assign this Agreement, or any of Your rights or obligations hereunder, in whole or in part, to any third party. This Agreement shall enure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.

12. GOVERNING LAW

The AWMAC LOGO is licensed by AWMAC, located in Edmonton, Alberta, Canada. The parties agree that all matters relating to this Agreement shall be governed by and construed in accordance with the laws of Alberta and federal laws of Canada applicable therein. The parties submit to the non-exclusive jurisdiction of the courts of Alberta, Canada. AWMAC makes no representation that the AWMAC LOGO is appropriate or available for use in locations outside of Canada and accessing the AWMAC LOGO from locations where the AWMAC LOGO is illegal or prohibited. If You choose to access and/or use the AWMAC LOGO from a location outside of Canada, You do so on Your own initiative and are responsible for compliance with local laws.

13. MISCELLANEOUS

This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or collateral oral or written representations or agreements relating to such subject-matter. Amendments to this Agreement may be made by AWMAC posting the amendments on its Website. In the event that one or more of the provisions of this Agreement are held to be illegal or unenforceable, the invalidity of any provisions of this Agreement shall not affect the validity of this Agreement as a whole or in part. A waiver by either party hereto of any of its rights hereunder or of the performance by the other party of any of its obligations hereunder shall be without prejudice to all of the other rights hereunder of the party so waiving and shall not constitute a waiver of any such other rights or, in any other instance, of the rights so waived, or a



waiver of the performance by the other party of any of its other obligations hereunder or of the performance, in any other instance, of the obligations so waived. No waiver by either party of any of its obligations hereunder shall be effective or binding upon such party unless same shall be expressed in writing.

If You agree to the terms and conditions of this Agreement, please complete and sign below.

AWMAC Member Company Name: _____

AWMAC Member Chapter: _____

AWMAC Member Type: _____

Member Contact's Name: _____

Contact Phone: _____ Contact Email: _____

Member Contact's Signature

Date (mm/dd/yyyy)

**Please email the completed and signed form to the Executive Director at
michelle_morrell@awmac.com.**

**Once the request is received and approved, you will be sent an e-mail with the AWMAC
LOGO.**



ARCHITECTURAL WOODWORK
MANUFACTURERS ASSOCIATION
OF CANADA

ASSOCIATION DES MANUFACTURIERS
DE MENUISERIE ARCHITECTURALE
DU CANADA

NATIONAL

EXHIBIT A



LOGO VARIATIONS

White



Black



Logo with Name – Bilingual



Logo with Name – English



Logo with Name – Bilingual (Black)



Logo with Name – English (Black)



Logo with Name – Bilingual (White)



Logo with Name – English (White)

