

This National Roof Certification and Inspection Association (NRCIA) Mark(s) Usage Agreement (Agreement) sets out the legal terms governing your ability to use the NRCIA name, logo, and other registered or unregistered NRCIA trademarks and service marks owned by Leslie Watrous, the NRCIA, or NRCIA affiliates (Affiliates) to let your customers know that your business is a member of the NRCIA. This Agreement supplements, and is governed by, your NRCIA Membership Agreement. You may not use any NRCIA Marks without having agreed to abide by all of the terms and conditions in this Agreement, and unless you do so in accordance with this Agreement. Your use of the NRCIA logo and other NRCIA marks is subject to your agreement to the following terms and conditions:

1. Leslie Watrous is the sole owner of the NRCIA logo. Your use of the logo acknowledges Mr. Watrous' ownership of the logo.
2. If you are a member of the NRCIA, in good standing, of a certain rank as described in the Membership Agreement, you are licensed to use the logo as described in this Agreement on a non-exclusive, non-transferable basis on websites associated with NRCIA-related services. However, your use is subject to the terms set out in this Agreement, and we may terminate your license via (i) our absolute ability to supervise, monitor, and revoke your license at any time and at our discretion, or (ii) your non-use or cancellation of the Services. Upon termination of the license, you agree to promptly remove any NRCIA marks from any websites or applications, or other material within a reasonable time, not to exceed five (5) business days.
3. The NRCIA reserves the right to take action against any use of the logo that does not conform to any of the conditions herein, or that infringes any intellectual property or other rights of the NRCIA or violates applicable law. All use of or goodwill associated with the logo will convey to the benefit of the NRCIA.
4. Use of the logo does not indicate or create any endorsement, approval, sponsorship or affiliation of or with your website by the NRCIA.

5. The logo is provided without warranties of any kind, express or implied, including without limitation, warranties of title of non-infringement. Use of the logo is solely at your own risk.
6. You may only use the logo on the portion of your website or application that directly relates to the NRCIA-related services you provide.
7. The logo will always stand alone and will not be combined with any other graphical elements.
8. The logo will not be altered in any manner including its size, proportions, font, design, arrangement, colors or elements or animated, morphed or otherwise distorted in perspective or appearance.
9. The logo will not appear more prominently than your personal, company, product or service website name.
10. When sizing the logo, scale proportionately, with it no less than 1.5 inches wide and a resolution of at least 72 pixels per inch.
11. You must include a minimum amount of empty space around the logo so as to avoid unintended associations with any other objects including, but not limited to, type, photography, borders, and edges. The required border of space around the NRCIA logo must be at least 0.5 inches on all sides at a resolution of at least 72 ppi.
12. The NRCIA logo must directly hyperlink to the NRCIA homepage at [www.nrcia.org](http://www.nrcia.org).
13. The link must always be an active link.
14. Prior to using the NRCIA logo on your website, you must submit your website for review and approval by Mr. Watrous and/or the NRCIA.
15. Where the NRCIA logo is used, you must provide proper trademark attribution crediting ownership of the NRCIA marks, such as: *The NRCIA name and logos are trademarks or service marks of Leslie Watrous and are used by permission of Mr. Watrous and the NRCIA.*

16. The TM or SM Symbol should be prominently displayed in conjunction with any logo being used, unless otherwise directed by us to use the ® symbol. The ® symbol must always be used with the NRCIA logo.
17. You shall not transfer, assign, sell, reproduce, distribute or otherwise exploit your link to the NRCIA or your use of the NRCIA logo.
18. You may not display, copy, modify, transmit or otherwise use the NRCIA logo or other NRCIA marks except as described in this Agreement. You may not use the NRCIA marks to show the NRCIA in any disparaging or derogatory light, or in any way that may be damaging to the NRCIA.
19. The logo will not appear on any pages of websites including content or advertising relating to politics, including, but not limited to, political campaigns and candidates.
20. You may not use the NRCIA logo to imply endorsement of your products or services by the NRCIA, or in a manner that causes customer confusion. You may not misrepresent your relationship with the NRCIA or use the NRCIA logo in any manner that is misleading. You may not use the logo in relation to goods or services that are unrelated to NRCIA-related services. In addition to any other right that we may have to enforce the terms of this Agreement, you must promptly comply with any request that we make for you to cease use of the NRCIA logo that we determine is non-compliant with this paragraph.
21. In addition to protecting the logo, it is important to us that you maintain an independent brand. Even where use of the logo is permitted, we suggest that you prominently use your own marks in a manner that makes your brand or any other descriptor of your goods/services clearly distinguishable from that of the NRCIA.
22. You will indemnify the NRCIA, its affiliates, and their respective employees and agents (each, an NRCIA Entity) against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a Claim) brought by a third party against an NRCIA Entity that results from your impermissible use of any NRCIA marks,

including any third party Claims based on trademark or copyright infringement, dilution, passing off, counterfeiting, or unfair competition. You will also be responsible for and will fully reimburse the NRCIA Entities for, any liability incurred by the NRCIA Entities in connection with such Claims.

23. You will fully cooperate with the NRCIA Entities by providing reasonable assistance, authority, information, and resources where applicable, in order to assist with the defense of the Claims described in the previous paragraph. You recognize the NRCIA's authority to control any defenses or responses against any such Claims, and you agree to cooperate with any NRCIA Entity that wishes to assert such authority.
24. Except as otherwise agreed upon in writing between you and us, this Agreement is the entire agreement between you and us regarding your use of the NRCIA logo. We may terminate this Agreement at any time upon notice to you.
25. If any provision or portion of this Agreement is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.
26. The NRCIA reserves the right to make any change to the information and/or license provided herein at any time for any reason. You acknowledge and agree that you are responsible for keeping up with any such changes.
27. The NRCIA also reserves the right to revoke the logo license for any reason, in which case you agree to remove the link and stop use of the logo within five (5) business days of notice of revocation. In such a case, you will be prohibited from reinstating the link or using the logo without further written permission from the NRCIA.
28. This Agreement shall be governed by and enforced under the laws of the State of California. By signing this agreement, you consent to personal jurisdiction and venue in Orange County, California.