

ACCREDITATION AGREEMENT

This agreement is entered into by and between the applicant, _____, applying for accreditation (herein “you”) and the American Rainwater Catchment Systems Association (herein “ARCOSA”). Unless you notify ARCOSA, in writing, to the contrary within five days following approval of your application for accreditation, you are deemed to accept the following terms and conditions and to agree to abide by them:

1. **ARCOSA Accreditation Requirements and Bylaws.** You acknowledge that you have read and understand ARCOSA’s accreditation requirements (“Requirements”), contained on ARCOSA’s website and/or other policy statement, and you agree to comply with the Requirements and all other provisions of the ARCOSA’s Bylaws, both as amended from time to time.

2. **Use of ARCOSA Trademarks.** During the term of this agreement, ARCOSA grants you a nonexclusive, non-assignable and nontransferable license to advertise your ARCOSA accreditation only as set forth in this agreement. You may not otherwise use, copy, reproduce, or alter ARCOSA’s Accredited Professional logo (“then logo”) in any manner. You may display the logo at your place of business and at trade shows. You may, within the scope of permission granted below, advertise your ARCOSA accreditation by using the ARCOSA Accredited Professional statement, if any, and the logo, as modified from time to time by ARCOSA. Upon request, ARCOSA may provide the logo and size coordinates for same to you. You must receive prior ARCOSA written permission to use another size, and approval will not be granted unless the new size meets any minimum height requirement of ARCOSA. Nothing in this agreement or in your use of the logo or ARCOSA name gives you any right whatsoever in the ARCOSA name or the logo, or in similar names or logos, beyond the right granted in this agreement. You may state “ARCOSA Accredited Professional” or “ARCOSA AP,” or you may display the logo in the following media: website, newspapers, periodicals, billboards, posters, direct mail, flyers, yellow pages or other directory advertising, telephone, TV or radio spots, business cards, stationery, invoices, facsimile cover sheets and other business documents. In all cases, it should be clear that the accreditation label refers to an individual, and not to your business as a whole, as ARCOSA only accredits individuals, not businesses. You may advertise your accreditation wherever you do business.

3. **Termination/Suspension.** ARCOSA may suspend or revoke your accreditation if you violate the terms of this agreement and/or the Requirements, or if the trademarks or service marks licensed herein are invalidated or cancelled. You may terminate your accreditation at any time. If your accreditation is terminated for any reason, you must immediately cease using the logo and any ARCOSA trademarks or service marks in any form.

4. **Dues.** You agree to keep your membership dues current and pay biennial accreditation dues as set by ARCOSA in compliance with the Requirements. All dues shall be deemed fully earned once paid and shall be non-refundable.

5. **Term.** The term of this agreement begins when your application is approved and you have paid all applicable accreditation and membership dues and completed all initial accreditation requirements, and remains in effect until terminated by either party or until your annual dues or your compliance with ARCOSA's accreditation Requirements, as may be amended by ARCOSA in its sole discretion, are no longer current.

6. **INDEMNIFICATION.** You agree to **indemnify** and hold ARCOSA, its employees, officers, directors and representatives, whether listed herein by name or not, (collectively in this Paragraph 6, "ARCOSA") harmless against any loss, damage or expense, whether direct, indirect or consequential, including reasonable attorney's fees, arising out of any misuse of ARCOSA service marks or trademarks or of any violation of the terms and conditions of this agreement. You also agree to **indemnify** and hold ARCOSA harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third party claims of any kind, including tort, product liability, and contract claims or causes of action for damage or any other relief, whether direct, indirect or consequential, arising from or related to your products or services. You expressly waive any indemnity rights, whether statutory or at common law, you may have from or against ARCOSA for any such third-party claims.

7. **Relationship of Parties.** ARCOSA shall not exercise control over you, your employees, or agents in your business services or conduct. You are not and shall not represent yourself as an agent, representative, partner, joint venture, or employee of ARCOSA, nor shall you represent that you have any authority to bind or obligate ARCOSA in any manner. You also agree not to challenge the rights of ARCOSA in and to its trademarks, logos or service marks. Nothing in this agreement or in your use of ARCOSA trademarks, logos or service marks shall confer any endorsement or approval of your products or services. Your use of these marks is intended only to convey ARCOSA accreditation and a commitment to abide by the Requirements, and you agree to use ARCOSA marks only in such a manner.

AGREED AND ACCEPTED on the dates shown below by:

American Rainwater Catchment
Systems Association

By: _____

Title: _____

Date: _____

Applicant's Signature:

Print Name: _____

Title: _____

Organization: _____

Date: _____