



# CEDAR SHAKE & SHINGLE BUREAU

The Recognized Authority Since 1915



## AFFILIATE MEMBERSHIP AGREEMENT

This Affiliate Membership Agreement (“Agreement”) is entered into by and between the Cedar Shake & Shingle Bureau (“Cedar Bureau”) and \_\_\_\_\_ (“Member”).

### RECITALS

A. The Cedar Bureau is the owner of the Certigrade, Certi-Sawn, Certi-Split, Certi-Ridge, Certi-Last, Certi-Guard and other “Certi-label” marks (“Marks”), facsimiles of which are attached hereto and incorporated herein by this reference, and Member wishes to market and sell “Certi-label” cedar shakes and shingles bearing the Marks (“Products”) using the Cedar Bureau’s logo, brochures, and other promotional and marketing materials and methods.

B. Under the terms and conditions specified herein, the Cedar Bureau is willing to permit Member to use the Marks and the Cedar Bureau’s logo, brochures, and other promotional and marketing materials and methods.

### AGREEMENT

**THEREFORE**, the Cedar Bureau and Member agree:

Term. Unless terminated earlier as provided herein, the term of this Agreement (“Term”) is one (1) year beginning on the date of the Agreement specified below. This Agreement shall be renewed automatically each succeeding year unless either party gives written notice of termination at least sixty (60) days prior to expiration of the applicable annual Term. In the event Member gives written notice of termination, Member must comply with all Cedar Bureau By-Laws, policies, rules and regulations, as amended or in effect from time to time, and all terms and conditions attached hereto, including payment of dues, inspection, and audit requirements or provisions, before said termination shall be effective.

Dues. Member shall pay dues to the Cedar Bureau in accordance with its By-Laws, as amended or in effect from time to time.

Grant. Subject to Member’s compliance with all Cedar Bureau By-Laws, policies, rules and regulations, as amended or in effect from time to time, which are incorporated herein by this reference, and all terms and conditions attached hereto, the Cedar Bureau hereby grants to Member the non-exclusive right to use the Marks and the Cedar Bureau’s logo, brochures, and other promotional and marketing materials and methods in the marketing and sale of Products during the Term of this Agreement..

CEDAR SHAKE & SHINGLE BUREAU

MEMBER \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

P.O. Box 1178  
Sumas, WA 98295-1178

Address \_\_\_\_\_

\_\_\_\_\_

## **MEMBERSHIP TERMS AND CONDITIONS**

1. Ownership of Marks and Logo. Member acknowledges that the Cedar Bureau owns all right, title and interest in and to the Marks and all attendant goodwill, and the Cedar Bureau's logo, brochures, and other promotional and marketing materials and methods, and that Member has no right to use the Marks or the Cedar Bureau's logo, brochures, and other promotional and marketing materials and methods, except with the permission of the Cedar Bureau and on the terms and conditions set forth in this Agreement. Further, Member acknowledges that it will acquire no interest in or right to use the Marks or the Cedar Bureau's logo, brochures, and other promotional and marketing materials and methods, other than that granted herein.

2. Use of Marks and Logo. Member shall use the Marks and the Cedar Bureau's logo, brochures, and other promotional and marketing materials and methods, only on, or in connection with, the marketing and sale of Products. Member represents and warrants that it will not use the Marks, or the Cedar Bureau's logo, brochures, or other promotional or marketing materials, except in and for the marketing, promotion, distribution and sale of Products. Member acknowledges that the quality of the Products marketed and sold by Member under the Marks or logo is critical to the reputation and goodwill associated with the Marks and logo.

3. Inspection and Audit. Member agrees to provide basic credit information to the Cedar Bureau in order for it to evaluate the creditworthiness of Member and lead referrals, and to permit the Cedar Bureau, or its authorized representative, to enter and remain on the Member's premises at any time during regular business hours in order to inspect the Member's plant, facilities, inventory, documents, records, manufacturing process and procedures, and to take samples of Products or other cedar shakes and shingles marketed and sold by Member, for the purpose of testing for, or auditing compliance with, this Agreement and the Cedar Bureau's By-Laws, policies, rules and regulations, as amended or in effect from time to time. In the case of suspension under Paragraph 6 below, termination of this Agreement by the Cedar Bureau under paragraph 8 below, or written notice of termination by Member upon 60 days' written notice, Member agrees, upon written request by the Cedar Bureau, to permit the Cedar Bureau or its authorized representative to inspect any and all of the Member's inventory, whether or not on a sampling basis, in order to ensure compliance with this Agreement and the Cedar Bureau's By-Laws, policies, rules and regulations, as amended or in effect from time to time, and to protect the integrity of the Marks and the Cedar Bureau's logo. The Cedar Bureau agrees not to disclose, or use for purposes other than those stated in this Agreement, or willfully or negligently permit others to copy, disclose or use for their own purposes, any information or documents designated in writing as confidential by Member relating to the Products or Member's business or operations, which are obtained or examined by the Cedar Bureau pursuant to this Paragraph.

4. Indemnification. The Cedar Bureau shall not be liable for injury or damage to any person or entity, or for the loss of, or damage to, any property arising out of, or in connection with, the marketing and sale of Products or Member's use of the Marks or the Cedar Bureau's logo, brochures, and other promotional and marketing materials and methods, from any cause whatsoever. Member shall promptly give the Cedar Bureau written notice of, and indemnify, defend and hold the Cedar Bureau harmless, to the maximum extent permitted by law, from and against, any and all claims, charges, and liabilities, including but not limited to, attorneys' fees and related expenses, alleged, claimed, or incurred as a result of, or in connection with: (i) Products or Member's use of the Marks or the Cedar Bureau's logo, brochures, and other promotional and marketing materials and methods; (ii) Member's breach of this Agreement; or (iii) any act of negligence of Member, or any officer, agent or employee of Member. In case any action or proceeding shall be brought against the Cedar Bureau by reason of any such claim, charge, or liability, Member, upon notice from the

Cedar Bureau, shall defend the same at Member's expense by counsel reasonably satisfactory to the Cedar Bureau. The indemnification provided for in this Paragraph with respect to any acts or omissions during the Term of this Agreement shall survive any termination or expiration of this Agreement.

5. Suspension. Member shall be under suspension ("Suspension") if it breaches any material term or condition of this Agreement, including but not limited to:

- a. Member fails to pay dues to the Cedar Bureau in accordance with its By-Laws, as amended or in effect from time to time.
- b. Any cedar shakes and shingles marketed or sold by Member under or using the Marks, or the Cedar Bureau's logo, brochures, or other promotional or marketing materials or methods, fail to bear, or qualify to bear, the Marks, or to conform fully with the Cedar Bureau's current grading rules and quality control criteria.
- c. Member fails to comply with any of the Cedar Bureau's By-Laws, policies, rules or regulations, as amended or in effect from time to time.

6. Action Required Upon Suspension or Termination. If Member is under Suspension or receives written notice of termination of this Agreement from the Cedar Bureau, or if Member submits written notice of termination as required under this Agreement, Member shall immediately cease any and all use of the Marks and the Cedar Bureau's logo, brochures, and other promotional and marketing materials and methods, and publication of its affiliate membership in the Cedar Bureau, including but not limited to, any such use in the marketing and sale of Products or cedar shakes and shingles, and immediately remove from the marketplace and return or destroy all Cedar Bureau brochures, website postings/links, banners, flyers, posters, billboards, contracts, logos, letterheads, and any other promotional/printed materials, in any format, in existence now or to be developed in the future, that bear the Marks, the Cedar bureau's logo, or suggest or imply that Member remains an affiliate member of the Cedar Bureau.

7. Investigation. At all times, and upon Suspension or termination of this Agreement, Member agrees to cooperate in full and in good faith with the Cedar Bureau regarding any audit, inspection or investigation by the Cedar Bureau of Member's performance under, or compliance with, this Agreement, including without limitation, any investigation of any breach leading to or causing a Suspension or termination.

8. Termination of Agreement. The Cedar Bureau, in its sole discretion, may terminate this Agreement at any time with or without cause. Failure of Member to remedy, in the Cedar Bureau's sole discretion, the event(s), circumstance(s) or breach(es) leading to or causing a Suspension shall result in immediate termination of this Agreement upon written notice by the Cedar Bureau. Member's obligation to pay dues to the Cedar Bureau in accordance with the Cedar Bureau's By-Laws, as amended or in effect from time to time, and Member's obligations under Paragraphs 1-4, 6, 7, and 11-20 of this Agreement, shall survive the termination or expiration of this Agreement.

9. Noncompetition. Member agrees that Member will not, directly or indirectly, as principal, agent, employee or otherwise, during the Term of this Agreement: (a) own (in whole or in part), manage, operate, lease, control, participate in, be connected with, or have any interest in, as a partner, stockholder, lender or otherwise, any business, facilities or enterprise in competition with the business conducted by the Cedar Bureau; or (b) participate in the solicitation of any part of the business conducted by the Cedar Bureau from any person or entity that was a customer, supplier or member, or prospective customer, supplier or member, of the Cedar Bureau, or from which the Cedar Bureau solicited business during the Term of this Agreement.

10. Nondisclosure. Member agrees not to disclose, or willfully or negligently permit others to copy, disclose or use for their own purposes, any confidential or proprietary information, in any format in existence now or to be developed in the future, of or relating to the Cedar Bureau or its business, organization, products or services, including but not limited to, any works, improvements, derivations, applications or technologies, customer or client lists, sales, services and general business methods, procedures or general “know-how” related to or based upon any research, trade secret or proprietary information of the Cedar Bureau. Member will return to the Cedar Bureau, upon request at any time, all copies of all such confidential or proprietary information or items obtained by Member from the Cedar Bureau and destroy all items created by the Member from such confidential and proprietary information. To be eligible for protection pursuant to this Paragraph, such information must be disclosed to Member in written, tangible form and must be marked “confidential.”

11. Noninterference. Member will not directly or indirectly, at any time during the Term of this Agreement and for a period of two (2) years thereafter, (a) solicit or aid in soliciting any officers, employees or agents of the Cedar Bureau to terminate their employment or agency with the Cedar Bureau; or (b) knowingly employ or retain, or arrange to have any other person or entity employ or retain, any officers, employees or agents of the Cedar Bureau.

12. Saving Provision and Remedies. Member agrees that the noncompetition, nondisclosure and noninterference covenants herein are necessary for the protection of the Cedar Bureau. If any provision of Paragraphs 9, 10 or 11 is held by a court of competent jurisdiction to be unenforceable because of the scope, duration or area of its applicability or otherwise, the court making that determination shall have the power to modify the scope, duration and/or area or other language of such provision, which shall be deemed to be modified to require nondisclosure and restrict the Member’s noncompetition and noninterference with the Cedar Bureau to the maximum duration, geographic scope and other content that the court shall find enforceable. Member acknowledges (a) that the Cedar Bureau will be irrevocably damaged if the provisions of paragraphs 9, 10 or 11 are not specifically enforced; (b) that monetary damages alone will be inadequate to compensate and protect the Cedar Bureau for any breach thereof; and (c) that the Cedar Bureau therefore may seek and obtain injunctive relief to enjoin any breach or threatened breach of such provisions in addition to, and not in limitation of, any other legal or other remedies that are available as a matter of law, without having to show any actual damage or that monetary damages would not provide an adequate remedy, and without any bond or other security being required. These remedies will not be exclusive and will be in addition to any other remedy that the Cedar Bureau may have as a result of any violation of the provisions of Paragraphs 9, 10 or 11. Member further acknowledges (a) that during and after the expiration of this Agreement, Member has the experience, opportunities, resources and capabilities to obtain and enter into other arrangements that will not cause or require the Member to violate the covenants in Paragraphs 9, 10 or 11; and (b) that specific enforcement of this Agreement will not prevent Member from remaining in business and earning a reasonable livelihood.

13. Limitation of Liability for Cedar Bureau. THE CEDAR BUREAU SHALL NOT BE LIABLE FOR LOST PROFITS, NOR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR OTHER CONTRACT, OR ANY ALLEGED BREACH THEREOF, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, AND WHETHER OR NOT THE CEDAR BUREAU HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

14. Notices. All notices or permitted by this Agreement shall be in writing and shall be deemed given when (i) personally delivered, (ii) deposited in the United States or Canadian registered or certified mail, postage prepaid and return receipt requested, or (iii) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne, addressed to a party at its last known principal business address as communicated in writing to the Cedar Bureau office.

15. Entire Agreement; Modifications. The terms of this Agreement constitute the entire agreement between the parties regarding the subject matter described herein. No modification to this Agreement shall be binding unless in writing and signed by all of the parties.

16. Severability. If any provision of this Agreement shall be held illegal or invalid by any court, this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein and this Agreement shall be deemed an agreement of the parties hereto to the full extent permitted by law. If any provision shall be declared invalid or unenforceable because of its breadth, scope or duration, such provision shall be deemed modified to the extent necessary to make it valid and enforceable and shall remain in full force and effect as so modified, or if not so modified, shall be severable from the rest of this Agreement.

17. No Assignment -- Merger or Acquisition of Member.  
Member may not assign or delegate any of its rights, obligations or duties under this Agreement, directly or indirectly, by management agreement or otherwise, without the prior written consent of the Cedar Bureau. In the event any person or entity merges with or acquires Member, direct or indirect control of Member, or substantially all of Member's assets, this Agreement shall not be assigned to such person or entity without the prior written consent of the Cedar Bureau.

18. Waiver. The failure of either party at any time to require performance of any provision hereof by the other party shall not be deemed a waiver and thereafter shall not deprive that party of its full right to require such performance in the particular instance or at any other time. Any waiver must be in writing and signed by the waiving party.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excepting its conflict of laws provisions.

20. Attorneys' Fees. In the event of a dispute between the parties arising out of this Agreement which is arbitrated or litigated, the non prevailing party shall bear the reasonable costs and attorneys' fees of the prevailing party, including the reasonable costs and attorneys' fees incurred in the appeal of any final or interlocutory judgment. In the sole discretion of the Cedar Bureau, venue of any suit or proceeding arising out of this Agreement shall be in King County, Washington OR Vancouver, British Columbia and Member agrees to submit to the jurisdiction of any state, province, or federal court in King County, Washington OR Vancouver, British Columbia competent to hear such suit or proceeding.

**CEDAR SHAKE & SHINGLE BUREAU**

Member \_\_\_\_\_

Cdn. Address:            US Address:  
7101 Horne Street        PO Box 1178  
Mission, BC                Sumas, WA  
V2V 7A2                    98295-1178

By \_\_\_\_\_

Title \_\_\_\_\_

Tel:604-820-7700  
Fax:604-820-0266

Date \_\_\_\_\_

[www.cedarbureau.org](http://www.cedarbureau.org)

Email:membership@cedarbureau.com