

Please email the completed form to: labor@smacna.org

LMCF License #20____-____ Date: _____, 20____

This License Agreement is by and between:

Owner: The Sheet Metal Industry Labor Management Cooperation Fund ("Owner") located at 4201 Lafayette Center Drive, Chantilly, Virginia 20151

Licensee: _____ ("Licensee")

Located at _____

Licensee warrants that it is one of the following permitted licensees (check one that applies):

____ SMACNA Chapter

____ SMACNA/SMART Labor-Management Committee

____ SMACNA Contractor

____ SMACNA/SMART JATC

____ IFUS Contributor

____ SMACNA/SMART Industry Promotion Program

____ SMART Local Union #____

____ SMACNA/SMART Joint Trust Fund

Licensed Mark ("Mark"): [Mark is reproduced below.]



Registration No: 2993375



Registration No: 2966912



Registration No: 3041220



Registration No: 3424429



Serial No: 85234130



Serial No: 85234041

Basic License: In consideration of Licensee's agreement only as specified herein, Owner hereby grants to Licensee a non-exclusive, fully revocable license to use the Mark, subject to the conditions herein (the "License").

Conditions:

1. **Termination.** This License is non-exclusive, non-transferable and terminable by Owner at any time upon notice to Licensee, for any reason or no reason. Licensee must immediately stop using the Mark upon termination by Owner.
2. **Tag Line.** Licensee agrees to include a "Tag Line" on the same page as any display of the Mark, stating that: *"This Mark is used with permission of the Sheet Metal Industry Labor Management Cooperation Fund."*
3. **Approved Use.** Exhibit A attached is a sample illustrating the proposed use of the Mark. That proposed use is subject to Owner's review, revisions and approval as to quality which when acceptable will be documented by a signature by Owner on Exhibit A signifying its acceptance of the same. Once Owner has approved the proposed use, Licensee agrees to use the Mark only as approved. This License is for the specific use proposed in Exhibit A. (The following are examples of acceptable mark uses: "marketing purposes, to include online and print advertising, truck stickers, shirts, letterhead, business cards, invoices, etc.") Licensee must obtain Owner's further written approval of any subsequent or other use.
4. **Ownership.** Owner is and will remain owner of the Mark. Licensee agrees not to do anything direct or indirect to challenge the integrity of the Mark or Owner's ownership of the Mark.
5. **Misuse.** Licensee agrees to protect and preserve the goodwill and image associated with the Mark, and not to misuse the Mark, or bring the services that Owner offers under the Mark into disrepute. In no event shall Licensee use or display the Mark in any political or legislative testimony or statement.
6. **Unauthorized Use.** Licensee must immediately notify Owner of any unauthorized use of the Mark, of which Licensee becomes aware and cooperate with Owner to halt such use. Owner shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Mark.
7. **Challenge.** Licensee acknowledges that the Mark is the property of Owner and that Licensee does not have any right, title or interest in or to the Mark except only for use under this License.
8. **Non-Transferrable/No Right to Sublicense.** The License granted to Licensee under this Agreement is not transferrable and Licensee shall have no right to grant sublicenses.
9. **Amendment.** This License is governed by the law of Virginia, without regard to conflict of law principles, and may only be amended by a writing, signed by both Owner and Licensee.
10. **Notice.** Any notice to a party required or permitted hereunder shall be sufficiently given only when provided in writing, and either personally delivered or sent via certified or registered mail to the party's address indicated herein or such other address as may be designated by the party by appropriate notice.
11. **Updated or New Marks.** The Licensee, if approved, is granted rights to any updated or new marks created or produced by the LMCF until such time as this Agreement is terminated.
12. **No Changes.** Licensee agrees to use the Marks.
13. **Equitable Relief.** Licensee understands and acknowledges that any violation of this Agreement will cause Owner irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Owner shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such breach and for such other relief as Owner shall deem appropriate. Such right of Owner is to be in addition to the remedies otherwise available to Owner at law or in equity. Licensee expressly waives the defense that a remedy in damages will be adequate and further waives any

requirement in an action for specific performance or injunction for the posting of a bond by Owner. Licensee will pay all attorneys fees and cost incurred by Owner in any legal action to enforce this License.

- 14. No joint venture.** The relationship between the parties pursuant to this Agreement shall be solely that of licensor/licensee and independent contractors. No partnership, joint venture, principal/agent, franchisor/franchisee, employer/employee, or other representative relationship shall arise between the parties pursuant to this Agreement. Neither party shall have any authority whatsoever, whether express or implied, to assume, create or incur any obligation or liability whatsoever on behalf or in the name of the other, or to bind the other in any manner whatsoever.
- 15. Waiver.** A waiver by Owner of any term or condition of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.
- 16. Integrated Agreement.** This Agreement constitutes the complete integrated agreement between the Parties concerning the subject matter hereof. All prior agreements, understandings, negotiations, or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and cancelled in their entirety.

OWNER:

The Sheet Metal Industry Labor Management
Cooperation Fund

By: _____
Designated Representative

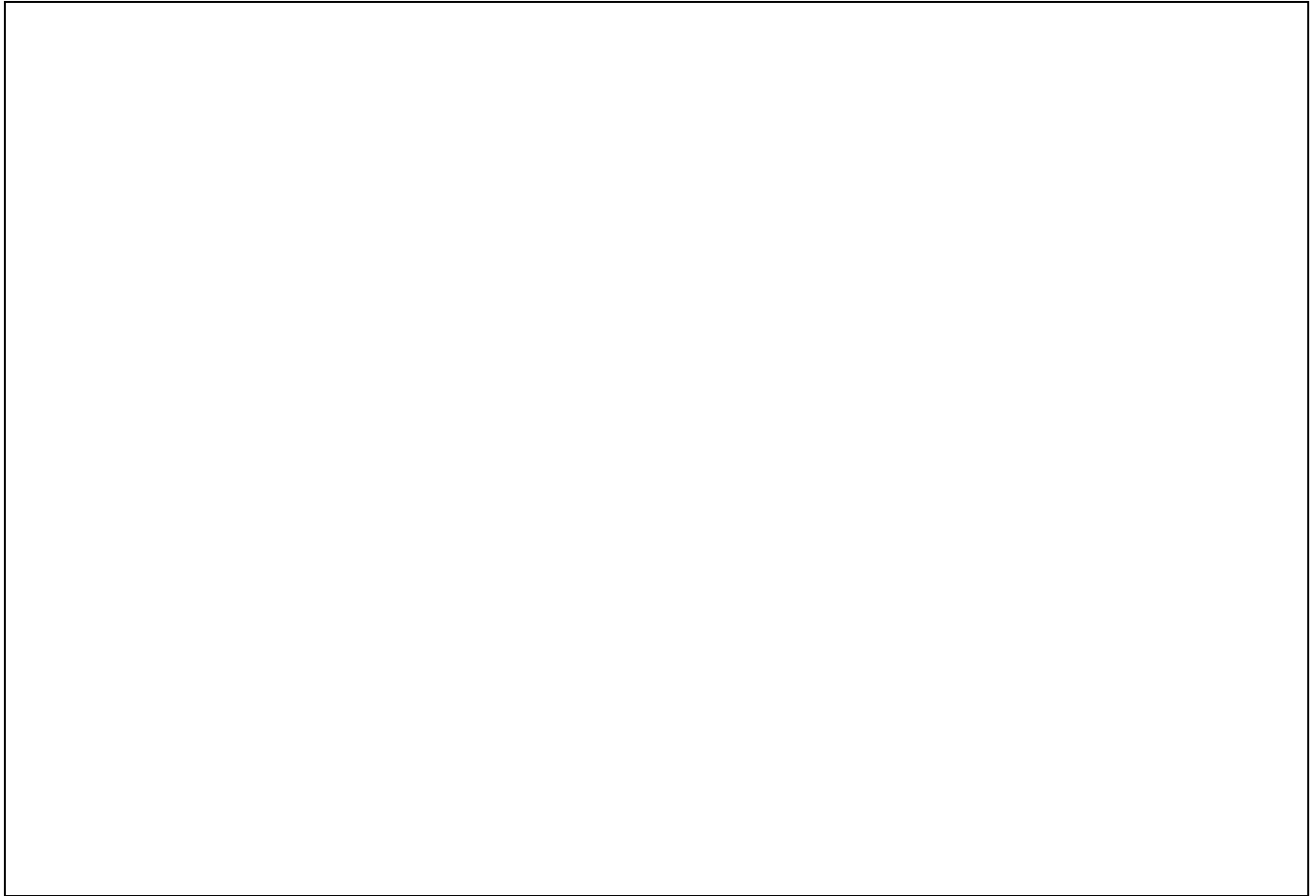
LICENSEE: _____

**By signing below, Licensee accepts and
agrees to all terms and conditions of the
foregoing License Agreement.**

By: _____
Its: _____

EXHIBIT A

Please describe and depict intended use of the logo below:



Effective only when approved by Owner

OWNER:

The Sheet Metal Industry Labor Management
Cooperation Fund

By: _____
Designated Representative