

**“REAL”® SEAL
CERTIFIED USER AGREEMENT**

THIS AGREEMENT is made as of this _____ day of _____ 20____, by and between UNITED DAIRY INDUSTRY ASSOCIATION, an Illinois not-for-profit corporation, with its principal offices located at 10255 W. Higgins, Suite 990, Rosemont, Illinois (UDIA) and _____ located at _____ (called ‘Applicant’).

- A. UDIA is the owner of the certification mark “REAL” and DESIGN (the “REAL” Seal) for milk and dairy products and of United States Patent and Trademark Office Registration No. 1,101,059, No. 1,220,407 and No. 1,274,682 and certain trademark applications and has established minimum standards for the use of the “REAL” Seal mark.
- B. Applicant has applied to UDIA for the right to use the “REAL” Seal mark in connection with product brand names owned by Applicant listed in Schedule A. Applicant hereby represents and warrants that said products meet the minimal standards (“Certified Products”) established for use of the “REAL” Seal mark in connection therewith.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

I. GRANT

UDIA grants to Applicant a royalty-free, non-exclusive right to use the “REAL” Seal mark on Applicant’s labels, packages, sales promotions and merchandising materials for the Certified Products, pursuant to the terms set forth below, until the expiration or cancellation of this Agreement.

II. MINIMUM STANDARDS

The “REAL” Seal mark may be used by Applicant only for products processed within the United States and sold under applicant’s brand name(s). Such products must meet the conditions for one or more of the categories set forth in Appendix A included hereto.

III. COLOR AND MARK

The “REAL” Seal should appear clearly and distinctly on the Certified Products in the recommended red color, PMS 185. If this red color is not used, the “REAL” Seal shall be featured either in reverse white or in the darkest color employed on the specific label and package. Any deviations from this requirement must be specifically approved by UDIA. Products, labels, or promotional materials bearing the “REAL” Seal mark must use the “REAL” Design incorporating the registration symbol ® as required by the U.S. Patent and Trademark Office. The “REAL” Seal may not be used in any manner that adversely affects UDIA’s trademark rights.

IV. SAMPLES, ADVERTISING, AND CERTIFICATION

Applicant agrees to submit to UDIA a specimen of each label, package, sales promotion and merchandising material featuring the “REAL” Seal mark prior to use of such items in commerce and again on each annual anniversary of this Agreement. Applicant shall also submit to UDIA for approval samples of advertising, sales promotion and merchandising materials which contain the “REAL” Seal mark at least 30 days prior to use of such items in commerce.

Applicant shall deliver to UDIA, within 30 days prior to each anniversary of this Agreement, and more frequently if requested by UDIA, a written certificate signed by an executive officer or principal of Applicant to the effect that Applicant is in full compliance with this Agreement.

V. INDEMNIFICATION

Applicant shall indemnify and hold harmless UDIA, its officers, directors, agents and assigns from and against all claims, actions, damages, costs, expenses (including without limitation, reasonable attorneys’ fees) and liability whatever arising out of, or in connection with, any breach of this Agreement by Applicant, or any use of the Applicant’s product(s).

VI. TERM AND TERMINATION

The term of this Agreement commences as of the date hereof and shall continue until terminated:

- A. by either party, upon 30 days written notice to the other party.
- B. by UDIA, upon 30 days notice to Applicant, should the Applicant fail, in UDIA’s sole judgment, to comply with any provision of this agreement, including compliance with the minimum standards set forth in Article II and Appendix A, provided that the Applicant has not corrected such default during the notice period; or
- C. automatically, on the anniversary of this Agreement, if Applicant does not deliver the annual certificate as required by Article IV this Agreement

Termination of this Agreement shall not affect any rights or remedies UDIA may have at law or equity.

VII. MISCELLANEOUS

The right to use the “REAL” Seal mark herein granted is personal to the Applicant, and may not be assigned or shared without prior written consent of UDIA.

Any notices required to be sent pursuant to this Agreement shall be in writing and delivered by personal delivery or by registered or certified mail, postage and charges prepaid, addressed to the party’s principal office.

Applicant must notify UDIA in writing, within 30 days of any change of ownership, merger acquisition or other change in the Applicant’s ownership structure or any additions, changes or deletions from Schedule A (List of Products).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above. Signer for applicant must be authorized to execute this agreement in behalf of the Applicant company, and binds the company to the terms of this agreement.

UNITED DAIRY INDUSTRY ASSOCIATION

APPLICANT

UDIA Agent _____
By _____
Title _____
Date _____

Company Name _____
Telephone _____ Fax _____
Printed Name _____
By _____
Title _____
Date _____