



Dear Store Manager:

An important part of the mission of the Flag Manufacturers Association of America (FMAA) is to educate the general public about the United States manufactured flag industry and its significance to community, as well as to economic and social development. **We, the manufacturer members of the FMAA, have identified your business as a possible FMAA Certified Retailer to partner with us in this mission.**

The benefits to you, as an FMAA Certified Retailer, include:

- Listing your store on the FMAA website along with a link from the FMAA website to your own store's website.
- Use of the FMAA social media program content and images on your own emails, social media, public relations contests, etc. (a value of \$40,000 based on what the FMAA manufacturers are contributing for an annual program).
- Use of the FMAA logo on your website, marketing materials, and in-store displays.
- Use of the FMAA scholarship entrant videos in your own store's marketing.
- Ability to offer a scholarship entrant an internship for digital marketing (you choose a candidate local to you or choose to work virtually).
- Benefit from your association with the FMAA and their "Made in America" campaign as well as their initiatives to educate consumers and the "Made in America" brands and the labeling requirements.

In exchange for your partnership, you would agree to only distribute US flags that are made in the United States, as specified by the FMAA's "Certified Made in the USA" program. This program is currently being offered only to the retail clients of our manufacturer member companies.

**The cost to you is just \$100 for a one-year agreement.**

**As a special offer, if you join now, your membership will be valid through December 31, 2018!**

The FMAA established their certification program to instill confidence in the buying public and foster awareness of the quality and value of the products they manufacture. We are confident that your store would benefit from being an FMAA Certified Retailer and we encourage you to support the FMAA.

**Please complete the enclosed agreement and return it with your payment to the address below.**

If you have any questions, please do not hesitate to contact FMAA at 610-971-4850.

Sincerely,

Handwritten signature of Sandy Van Lieu in cursive.

Sandy Van Lieu  
Annin Flagmakers

Handwritten signature of Jodi Goglio in cursive.

Jodi Goglio  
Eder Flag

Handwritten signature of Spencer Christiansen in cursive.

Spencer Christiansen  
JC Schultz / FlagSource

Handwritten signature of Daniel Ziegler in cursive.

Daniel Ziegler  
FlagZone

Handwritten signature of Reggie Vanden Bosch in cursive.

Reggie VandenBosch  
Valley Forge Flag

**994 Old Eagle School Road • Suite 1019 • Wayne, Pennsylvania 19087-1866 USA  
Tel: 610-971-4850 • Fax: 610-971-4859 • info@fmaa-usa.com • www.fmaa-usa.com**



**FMAA CERTIFIED RETAILER AGREEMENT**

AGREEMENT made as of \_\_\_\_\_, 20\_\_ by and between the Flag Manufacturers Association of America (FMAA), with a principal place of business at 994 Old Eagle School Road, Suite 1019, Wayne, PA 19087 (hereinafter "LICENSOR") and

Company (hereinafter "LICENSEE"): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

WHEREAS the LICENSOR is the owner of the FMAA Certification Seal, as defined under the Trademark Act of 1946, Section 45 (hereinafter "FMAA Certification Seal"); and further whereas LICENSOR has adopted and promulgated a specific certification program.

WHEREAS the LICENSOR grants the LICENSEE the non-exclusive right to use the FMAA Certification Seal for promotional purposes, upon compliance with the requirements of LICENSOR's certification program attached.

**FIRST**

The LICENSEE agrees to pay an annual fee of \$100.00 (one hundred dollars) to the LICENSOR. In return the LICENSEE is entitled to use of the FMAA logos on websites, literature, and in-store signage as specified by the LICENSOR. LICENSEES will be entitled to a listing on the FMAA website as well as a direct link from FMAA's website. LICENSEES shall be entitled to use of the FMAA social media program content and images and FMAA scholarship entrant videos for their own store's marketing campaigns. LICENSEES shall also be able to offer an FMAA scholarship entrant an internship for digital marketing, either by choosing a candidate from their local area or by choosing to work virtually (with a wage of \$10-\$15/hour and providing one two day drip to visit their store if working virtually).

**SECOND**

The right to use the FMAA Certification Seal granted by this agreement shall be for a period of one (1) year from the date indicated on this agreement by the LICENSOR, subject to renewal by the LICENSEE for successive terms thereafter.

**THIRD**

The LICENSEE agrees to only distribute U.S. and state flags that are made in the United States (8"x12" or larger) as specified in the FMAA certification program requirements attached. LICENSEE must be a retail client of an FMAA manufacturer member company.

**FOURTH**

The LICENSOR is the owner of the FMAA Certification Seal and will provide the LICENSEE with the electronic artwork of the FMAA Certification Seal. The LICENSEE may not alter this artwork in any way.



**FIFTH**

The LICENSOR reserves the right to change or modify the FMAA Certification Seal and/or those guidelines at any time at its discretion. Any use of the FMAA Certification Seal that is not consistent with these guidelines is strictly prohibited.

**SIXTH**

The LICENSOR may cancel the license granted herein by giving notice in writing to the LICENSEE if found to be improperly using the FMAA Certification Seal. The LICENSEE must correct any deficiencies in their use of the FMAA Certification Seal. In the event that the LICENSEE does not correct or eliminate any such violation within thirty (30) days from the date of the receipt of said notice, the license shall terminate at the end of said thirty (30) days.

**SEVENTH**

The non-exclusive license herein granted shall neither be assignable nor transferable in any manner whatsoever, nor shall the LICENSEE have the right to grant any sub-licenses with respect thereto.

**FLAG MANUFACTURERS ASSOCIATION OF AMERICA (FMAA) (LICENSOR)**

By: \_\_\_\_\_  
Sharon Tannahill  
Executive Director

Date: \_\_\_\_\_

**LICENSEE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Store Name: \_\_\_\_\_

Contributions, dues, or gifts to FMAA are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses.

Submit this form with your check for \$100, payable to "FMAA", to:

FMAA  
994 Old Eagle School Road, Suite 1019  
Wayne, PA 19087-1866

A countersigned form will be returned to you when your payment is processed.

## **FMAA Certification Program Requirements**

Manufacturers of flags are eligible to use the FMAA Certification Seal under the following circumstances:

- 1) The flag manufacturer is a member of good standing in the FMAA, and if in question, good standing will be determined by the FMAA Board of Directors.
- 2) The participant produced the flags to be certified entirely in the United States.
- 3) "Produced" will mean that, to the best knowledge of the participant, all of the following steps take place in the United States:
  - The yarn was woven into fabric
  - The fabric was dyed, printed or bleached
  - The fabric was cut, assembled, sewn, finished and packaged
  - All processes were completed in United States facilities
- 4) Flags meet all current United States Customs and FTC labeling requirements.
- 5) Flag manufacturers will require suppliers to supply country of origin certificates for the raw materials they supply, and will maintain a file of these certificates.
- 6) All certified flags must carry the official FMAA certification seal.
- 7) A challenge to these claims can be made by any manufacturing member anonymously through FMAA on first challenge, and all subsequent challenges must identify the challenging member.
- 8) Admitted or proven deviation from these standards will require removal of any inaccurate or misleading labeling or packaging from the products for the manufacturer to remain a member.
- 9) Refusal to remove labeling will result in expulsion and forfeiture of dues.
- 10) Only members and non-member participants can use the certification seal.
- 11) All participants commit to adhering to, supporting, promoting and investing in the use and proliferation of the FMAA seal to the extent they are capable.
- 12) Seal wording to read exactly as follows:



Flag 100% Made in the U.S.A.  
Flag Manufacturers Association of America  
<<FMAA Certified Manufacturer Name>>  
Wayne, PA 19087