



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 partner in this mission.**

As an FMAA Certified Retailer, you would receive a welcome packet including a CD with several FMAA logos, an FMAA in-store promotional flag and a variety of other FMAA marketing materials. You would also be entitled to the use of FMAA logos on your own website and literature, and a direct link from the FMAA web site, [www.fmaa-usa.com](http://www.fmaa-usa.com), to your own website.

In exchange for this, 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 is a non-exclusive program being offered to only the retail clients of our manufacturer member companies. **The cost to you is just \$50 for a one-year agreement.**

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. Wouldn't you like your store to benefit from this by displaying FMAA materials as an FMAA Certified Retailer?

**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,

Sandy Van Lieu  
Annin Flagmakers

Spencer Christiansen  
J.C. Schultz / The FlagSource

Dan Ziegler  
The FlagZone

Scott Liberman  
Valley Forge Flag



**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"): \_\_\_\_\_

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 \$50.00 (fifty dollars) to the LICENSOR. In return the LICENSEE is entitled to use of the FMAA logos on websites, literature, and signage as specified by the LICENSOR. The LICENSEE will receive a licensee packet which includes, a CD with several FMAA logos, a FMAA in-store promotional banner and a variety of other FMAA marketing materials. LICENSEE'S will be entitled to have a direct link from FMAA's website.

**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.

**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)

By: \_\_\_\_\_  
Sharon Tannahill  
President

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

LICENSEE

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

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

Print 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.

## 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 FMAA 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