



Bedfax License Agreement

Specialty Sleep Association

March 2018

Welcome to the SSA's BEDFAX Program Guidelines, promoted to the consumer via BEDFAX.ORG. The subsequent pages of this document provide the License Agreement and relevant details required for compliance with the Program and approval by the Program Committee.

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BEDFAX PROGRAM REQUIREMENTS

Below is an overview of what is to be provided to SSA to earn approval for use of the SSA's BEDFAX Mark(s) and recognition on the BEDFAX.ORG website. It must be submitted with your completed application.

- ✓ Signed license agreement
- ✓ Certificate from insurance company recognizing Specialty Sleep Association as an additional insured (see 10.d "Licensee shall at all times while this Agreement is in effect maintain product liability insurance with a minimum per occurrence coverage amount of \$1 million; such policy shall name Licensor as an additional insured.")
- ✓ Acknowledgement of Annual Fee
- ✓ Completed Program Application
- ✓ Sample Consumer Disclosure Label for *each mattress model* (as defined on *page 16*) registering for the Program (these must be submitted for approval). *SSA provides sample CDLs and Labeling Guidelines in Exhibit B*
- ✓ Substantiation for each claim made or attestation signed (e.g., evidence of third-party certification, independent laboratory testing, etc., see *Glossary of Terms Frequently Used in Environmental Marketing Claims*: <http://bedfax.org/index.php/resources/glossary>)
- ✓ At this time the SSA program addresses only the mattress/foundation.
- ✓ The Flame Retardant (FR) Barrier/Solution must be disclosed to whatever extent possible in terms of location and type.

FEE SCHEDULE

Annual Fee:

SSA Manufacturing Member:	\$250 per Model (up to 4 Models at \$250 each) \$200 per Model (5+ Models registered)
Non-Manufacturing Member:	\$500 per Model (up to 4 Models \$500 each) \$250 per Model (5+ Models registered)

Above are the annual license fees to participate in the Program. Additionally, participating Manufacturers and other sellers at the wholesale level pay a fee annually to have 3rd Party Certifications/Verifications on file for Models covered by the Program. These fees are outlined on Page 10 within the License Agreement below.

**SSA Staff are available to help manufacturers with any compliance questions.
Email info@sleepinformation.org.**



AGREEMENT TO TRANSMIT CONSUMER DISCLOSURE LABEL WITH EACH MATTRESS

I/We agree to submit for approval and transmit a final Consumer Disclosure Label (CDL) specific to each mattress model that contains additional information beyond that which is required by state and federal law to include:

- The content of the mattress
- Any contents claim** made about the mattress
- A disclosure about FR barrier, noting location and type of FR used.
- Manufactured By: Provide detailed information on manufacturer
- www.bedfax.org – this URL must appear on the bottom of each CDL
- The CDL cannot be combined with the required law label.
- Any third-party certifications or endorsements achieved and logos, if used, must be properly displayed in accordance with each certification body’s requirements.

* Other categories may be approved by the Administrative Committee upon request.

**A “Claim” is defined in this program as any written statement made about the participating product used to explain the product contents.

I/We understand that by stating a Claim we affirm that it is a truthful representation of the product contents, made by the Licensee/undersigned who accepts full responsibility for the statement’s validity.

I/We agree to submit appropriate documentation to fully substantiate all contents claims. This documentation must accompany the application and must be supplemented every year with new documentation evidencing continued compliance. In addition, to ensure the credibility of the Program, SSA may require at any time that a participant provide additional evidence of compliance beyond the initial attestation, and SSA reserves the right to audit a participant’s records to confirm contents claims. Finally, each participant agrees that SSA is entitled to require production specimens of mattresses bearing the BEDFAX Mark(s) to be shipped, at the participant’s expense, to an independent testing facility identified by SSA and to undergo testing, also at the participant’s prepaid expense, to confirm the mattress’s continued accurate representation in contents claims.

I/We have read and agree to the above statements.

Signature _____

Print Name _____

Date _____

RECITALS

- A.** SSA is the owner of the mark identified on Exhibit A (the “BEDFAX Mark(s)”) and desires to license the mark identified on Exhibit A to Licensee subject to the terms of this Agreement.
- B.** Licensee:
Manufactures/imports mattress and bedding product(s) and agrees to disclose material contents within those products.
- C.** Subject to Licensee’s compliance with the terms of this Agreement, Licensee has been approved by SSA to use the BEDFAX Mark(s) in the form identified on Exhibit A (the “BEDFAX Mark(s)”) in connection with the sale and advertising of those goods and/or services listed by Licensee in its application.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Grant of License

Subject to the terms and conditions of this Agreement, SSA hereby grants to Licensee a fully paid, royalty free, limited, nonexclusive, revocable, terminable, non-transferable, non-sublicensable license to use the BEDFAX Mark(s) solely in connection with the sale, offering for sale, advertising and promotion of the manufacturer’s BEDFAX Registered product(s) throughout the United States (the “Territory”) (the “Goods and Services”) during the term of this Agreement for the sole and limited purpose of indicating that such product or service has met the qualification requirements to be recognized as BEDFAX Registered and for which Licensee has submitted and Licensor has approved a Program Application. Licensee shall have the right to use the BEDFAX Mark(s) in marketing, advertising, promotional and other similar materials and communications regarding its Qualifying Products which bear the BEDFAX Mark(s), as applicable provided however, that each such use of the BEDFAX Mark(s) in any such Marketing Materials is first approved in writing by Licensor. SSA reserves unto itself, its successors and assigns any and all other rights not specifically and expressly granted herein. SSA and Licensee may add, modify, update and amend the BEDFAX Mark(s) and/or the Goods and Services listed in Exhibit A from time to time by mutual agreement of the Parties and in accordance with Section 3. Licensee shall be responsible for ensuring that each retailer of its products complies with the requirements set forth in this agreement. All rights not expressly granted to Licensee in this Agreement are reserved to Licensor.

- a. Licensor shall provide Licensee with camera ready art of the BEDFAX Mark(s) and the material necessary to allow Licensee to use the BEDFAX Mark(s) in Licensee’s Marketing Materials in accordance with this Agreement. Licensee shall not be entitled to purchase or otherwise obtain the BEDFAX Mark(s) from any other person or entity, nor shall Licensee be permitted to create the BEDFAX Mark(s) itself.



- b. Licensee agrees that it will:
 - i. Provide BEDFAX Mark(s) to each consumer by affixing BEDFAX Mark to mattress(s) or providing BEDFAX Mark(s) within the consumer packet that travels with the mattress.
 - ii. Submit a Consumer Disclosure Label (“CDL”) for approval by Licensor and affix a final CDL to each mattress unit of a participating Licensee’s approved Model(s). (See Exhibit B for the CDL Labeling Guidelines.)
 - iii. Ensure that the BEDFAX Mark(s) and CDL(s) is(are) not displayed on labels affixed to any products that do not meet the Program Requirements and otherwise comply with the terms and conditions of the Program and ensure that the BEDFAX Mark(s) is(are) only used in a manner which is consistent with and authorized by the Program. Licensee acknowledges that this is an essential term of this Agreement and that any failure to comply with this term shall be a material breach of this Agreement which will cause irreparable harm to Licensor and which shall entitle Licensor to seek immediate injunctive relief and any other remedies available to Licensor.
 - iv. Only use BEDFAX Mark(s) to promote approved participating Model(s).
- c. Licensee agrees that, in all of its Marketing Materials in which the BEDFAX Mark(s) will be displayed, BEDFAX Mark(s) shall be in accordance with the written criteria adopted by Licensor. Licensee shall not revise or alter the appearance of the BEDFAX Mark(s) in any manner and shall use the BEDFAX Mark(s) exactly as provided by Licensor. Should Licensee desire to use the BEDFAX Mark(s) for educational purposes, approval must be obtained in advance in writing from Licensor.
- d. Licensee shall cause to appear on all materials on or in connection with which the BEDFAX Mark(s) is used, such legends, markings, and notices as are necessary to give appropriate notice of the ownership and/or registered nature of the BEDFAX Mark(s) as instructed by Licensor.

2. Form of Use and Restrictions

2.1 Licensee agrees that all use of the BEDFAX Mark(s) will be in compliance with the brand standards attached hereto as Exhibit A. The Brand Standards may be amended by SSA from time to time by providing written notice to Licensee’s designated contact person identified in Licensee’s application, which notice may be made by email. Licensee agrees to update Licensee’s use of the BEDFAX Mark(s) to comply with any changes to the Brand Standards within thirty (30) days of receipt of the Brand Standards amendment notice.

- 2.2 Licensee agrees not to:
- a. use the BEDFAX Mark(s) in connection with any goods or services other than the Goods and Services.
 - b. use any other trademark, service mark, trade name, logo, design or symbol in combination with the BEDFAX Mark(s), other than in the form and manner permitted by the Brand Standards,
 - c. use the BEDFAX Mark(s) to generally construe approval of the manufacturer generally



- or of other non-participating products.
- d. make any updates, changes or modifications to the BEDFAX Mark(s),
 - e. use or adopt a trademark, service mark, trade name, logo, design, or symbol that is confusingly similar to the BEDFAX Mark(s),
 - f. use the BEDFAX Mark(s) as a trademark or service mark, for example as a brand name for Licensee's goods and services,
 - g. use the BEDFAX Mark(s) as decoration or ornamentation, and
 - h. use the BEDFAX Mark(s) in any manner that is disparaging, false or misleading.

2.3 Licensee understands and agrees that the BEDFAX Mark(s) are to be used in design form as depicted in the Brand Standards and agrees not to use the words "BEDFAX Registered" separate or apart from the design portion of the BEDFAX Mark(s).

2.4 Licensee shall only use the BEDFAX BedFax Mark(s) as an indicator that the Goods and Services have met the Qualification Requirements.

3. Changes, Deletions or Additions

During the term of this Agreement, but not more than once annually, Licensee may request changes to the Goods and Services or changes to the BEDFAX Mark(s). All requests for changes to the Goods and Services or the BEDFAX Mark(s) shall be made in writing to SSA. SSA will use commercially reasonable efforts to review the request in a timely manner and provide a response to Licensee. If SSA accepts a change to the Goods and Services and/or the BEDFAX Mark(s), SSA shall provide Licensee an updated Exhibit A which Licensee shall sign, date and return a copy of to SSA. The amendment to Exhibit A shall be effective as of the date Licensee delivers a copy of the signed and dated Exhibit A to SSA.

4. Ownership of the Mark(s)

4.1 Licensee acknowledges SSA's ownership of the BEDFAX Mark and agrees that it will do nothing inconsistent with such ownership rights. Licensee agrees that it will not challenge the title of SSA to the BEDFAX Mark(s), the validity of the BEDFAX Mark(s) or the validity of this Agreement.

4.2 Licensee agrees that any and all goodwill arising from Licensee's use of the BEDFAX Mark(s) shall inure solely to the benefit of SSA, its successors and assigns. Licensee agrees that it will not assert any claim to such goodwill, either during or after the term of this Agreement, and that it will not take any action that is false or misleading; violates the rights of others; violates any law, regulation or other public policy; mischaracterizes the relationship between Licensor and Licensee or could be detrimental to the goodwill associated with the BEDFAX Mark(s) or to SSA.

4.3 Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or



interest in the BEDFAX Mark(s) or any other trademarks owned, controlled or licensed by SSA, other than the right to use the BEDFAX Mark(s) in accordance with this Agreement.

5. Qualification Requirements and Quality Control

5.1 Licensee agrees that in order to ensure the quality of the Goods and Services sold, offered for sale or advertised as registered under the BEDFAX Mark(s), Licensee must at all times continue to meet the qualification requirements (the “Qualification Requirements”) for each BEDFAX Mark(s) for the designated the Goods and Services. The Qualification Requirements for each BEDFAX Mark(s) are listed on Exhibit A.

5.2 Licensee agrees to cooperate with SSA in facilitating SSA’s quality control of the nature and quality of the Goods and Services offered for sale, sold or advertised as registered by use of the BEDFAX Mark(s), including the provision of written assurances at least once annually that Licensee’s use of the BEDFAX Mark(s) comply with the Brand Standards (Exhibit A) and that Licensee and the Goods and Services continue to meet the applicable Qualification Requirements. In the event Licensee and/or Licensee’s Goods and Services, in whole or in part, fail to meet the Qualification Requirements, Licensee shall notify SSA and shall immediately cease use of the BEDFAX Mark(s) on all Goods and Services for which the Qualification Requirements are no longer met.

5.3 SSA has the right to inspect Licensee’s use of the BEDFAX Mark(s) and the Goods and Services being sold, offered for sale or advertised as recognized under the BEDFAX Mark(s) by giving written notice to Licensee’s designated contact person, which notice may be made by email. Within 10 business days of Licensee’s receipt of such inspection notice, Licensee shall provide and deliver at its own cost to SSA Goods and Services or Marketing Materials requested by SSA in the inspection notice. In accordance with the above, SSA may require Licensee to ship production specimens of mattresses bearing the BEDFAX Mark(s), at Licensee’s expense, to an independent testing facility identified by SSA and to undergo testing, also at Licensee’s prepaid expense, to confirm the mattress’s continued accurate representation in contents claims. If upon SSA’s review of the products or materials received from Licensee SSA believes in good faith that Licensee has violated the Brand Standards or made false statements or claims in connection with the CDL or the BEDFAX program, failed to meet the Qualification Requirements and/or otherwise breached any term of this Agreement, SSA may, at its option, (1) request additional information from Licensee, (2) request reasonable changes to the materials so that they conform with the Brand Standards, the Qualification Requirements and the terms of this Agreement, (3) request that Licensee cease use, display or distribution of one or more of the materials for failure to comply with the Qualification Requirements, the Brand Standards or any other term or condition of this Agreement, (4) unilaterally amend Exhibit A by deleting one or more BEDFAX Mark and/or Goods or Services, (5) impose penalties or restrictions in accordance with Section 7, and/or (6) terminate this Agreement in accordance with Section 6.2 or Section 6.5. Licensee agrees to cooperate with SSA and to comply with any resulting decisions made by SSA as a result of SSA’s rights in this Section 5 and termination or



penalties and enforcement in Sections 6 and 7. A breach of any term in Section 2 or this Section 5 by Licensee is material to this Agreement.

6. Term and Termination

6.1 Term. This Agreement shall continue in force and effect for a period of one (1) year from the Effective Date, and thereafter shall renew for successive one (1) year terms via the Annual Renewal Application Form, unless terminated earlier pursuant to the terms of Section 6.2

6.2 Termination may occur as follows:

- a. **Voluntary Withdrawal** whereby Written Notification of Program withdrawal must be sent to Licensor's office, after which Licensor will send the withdrawing participant a Program participation termination letter with a return form to indicate receipt and acknowledgment of obligations upon termination of participation.
- b. **Termination by SSA** upon: (a) the breach by Licensee of any material term hereof by providing Licensee thirty (30) days prior written notice; provided, however, that if, during the said thirty (30) day period, Licensee cures said breach then the Agreement shall continue in full force and effect; or (b) dissolution, liquidation, or insolvency of Licensee or if any proceeding is filed or commenced by or against Licensee under Federal Bankruptcy or any State insolvency or debtor relief law; (c) any claim by a third party that one or more BEDFAX Mark(s) infringes the rights of a third party; (d) giving Licensee sixty (60) days prior written notice of termination for any reason or no reason; (e) SSA receiving written notice from Licensee of its desire to terminate the Agreement.
- c. **Reinstatement** may occur when former Program participants who have voluntarily withdrawn from or were involuntarily removed from the Program re-apply to resume participation in the Program.

6.3 Termination shall be without prejudice to any remedy which SSA may have against Licensee for any breach of this Agreement.

6.4 Upon expiration or termination of this Agreement, Licensee agrees to discontinue immediately all use of the BEDFAX Mark(s) and any marks, logos, designs, trade names, or terms confusingly similar thereto, to cooperate with SSA to verify Licensee's compliance, to delete all electronic copies of the BEDFAX Mark(s), and to destroy all printed materials bearing any of the BEDFAX Mark(s).

7. Infringement and Enforcement

7.1 Licensee shall notify SSA, of any unauthorized or improper use of the BEDFAX Mark(s) or confusingly similar marks by others whenever such use comes to Licensee's attention. SSA shall have the sole right and discretion to investigate any allegations of unauthorized or improper use of the BEDFAX Mark(s), to address such allegations



in any manner, to bring infringement, unfair competition, or dilution proceedings involving the BEDFAX Mark(s), to enforce the terms of this Agreement with respect to use of the BEDFAX Mark(s) and to police internet usage of the Mark(s). Licensee shall have no authorization to enforce SSA's rights in the BEDFAX Mark(s).

7.2 If SSA discovers that Licensee has made a false statement or claim in connection with the CDL, the BEDFAX program or the BEDFAX mark(s), SSA may, in its sole discretion, take the following actions in addition to any other actions including, but not limited to, termination and prosecution under the law:

- For the first offense: Licensee must pay for SSA testing of all its models to ensure compliance with the BEDFAX program. No additional action will be taken if Licensee fully removes, destroys and retracts all labels and written material with the false statements or claims and publishes a clarification and correction notice on its website(s) and BEDFAX's website within five (5) days of notification by SSA.
- For the second offense: SSA will automatically suspend Licensee from membership in BEDFAX for six (6) months. Additionally, Licensee must pay for SSA testing of all its models to ensure compliance with the BEDFAX program. No additional action will be taken if Licensee fully removes, destroys and retracts all labels and written material with the false statements or claims and publishes a clarification and correction notice on its website(s) and BEDFAX's website within five (5) days of notification by SSA.

7.3 If SSA believes in good faith that Licensee has intentionally made or published false statements or claims in connection with the CDL, the BEDFAX program or the BEDFAX mark(s), SSA will automatically suspend Licensee from the BEDFAX program for twelve (12) months. Prior to being readmitted, Licensee must pay for SSA testing of all its models to ensure compliance with the BEDFAX program. Additionally, Licensee must fully remove, destroy and retract all labels and written material with the false statements or claims and publish a clarification and correction notice on its website(s) and BEDFAX's website within five (5) days of notification by SSA to avoid further action.

Suspension means that during the specified period Licensee will not be able to place CDL's on its mattresses or make any claims in connection with BEDFAX, and prior to being readmitted as an active member of BEDFAX, Licensee must provide third party verification of all claims that were misstated.

8. Representations and Warranties; Disclaimer

8.1 As of the Effective Date, SSA represents and warrants to Licensee that it has the right to and is duly authorized to enter into this Agreement and to consummate the transactions contemplated hereby.

8.2 OTHER THAN THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS



AGREEMENT, SSA MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WITH RESPECT TO THE BEDFAX MARKS OR ANY RIGHTS THEREIN, WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL OR IN WRITING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND THE SAME ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR ANY EXPLICIT STATEMENT IN THIS AGREEMENT, SSA MAKES NO REPRESENTATION OR WARRANTY AS TO THE RIGHT TO USE THE BEDFAX MARKS AND LICENSEE ASSUMES ALL RISK AND LIABILITY WITH RESPECT TO ITS USE OF THE BEDFAX MARKS.

- 8.3 As of the Effective Date, Licensee represents and warrants that (a) it has the right to and is duly authorized to enter into this License Agreement and to consummate the transaction contemplated hereby; (b) it shall comply in all material respects with all laws applicable to Licensee's business and the Goods and Services sold, offered for sale or advertised by Licensee in association with the BEDFAX Mark; (c) Licensee and its Goods and Services meet the Qualification Requirements pertaining to the BEDFAX Mark for which a license is being applied; and (c) Licensee will not violate or infringe the rights of any person, entity or estate in connection with its use of the BEDFAX Mark.

9. Indemnification, Limitation of Liability and Insurance

Licensee hereby agrees to defend, indemnify and hold harmless and forever discharge Licensor and its officers, directors, members, agents and employees from and against, and in respect of, any and all suits, claims, demands, damages, costs and expenses, including attorney's fees, that may be claimed or asserted against Licensor or any or all of the above-mentioned persons or their successors, by any person, firm, corporation or government on account of: (i) any actual or alleged injury, damage, death or other consequence arising or resulting directly or indirectly out of the products manufactured or sold by Licensee at any time; (ii) any misrepresentation, breach of any provision of this Agreement (including, without limitation, the attachments hereto), its own negligence, or willful misconduct, by Licensee; (iii) the use and/or misuse by Licensee, retailers or wholesalers of its products of the BEDFAX Mark(s), including, but not limited to, Licensee's or any retailer's or wholesaler's use of the BEDFAX Mark(s) on or in connection with Licensee's goods or services which do not meet the Program Requirements.

- a. It is expressly understood, agreed and intended by the parties hereto that Licensor, its officers, directors, agents and employees will not be responsible, in any way, to any party whatsoever with respect to any warranties, negligence, defects or other obligations in respect of the design, labeling, manufacture, packaging, distribution, promotion, exploitation or sale of products or services by Licensee or its retailers, however the foregoing might arise. It is further expressly understood, agreed and intended by the



parties hereto that Licensee shall assume sole and total responsibility for any claims and liability arising in any manner out of Licensee's products, including without limitation any claims relating to product defects or failures, product returns or products inappropriately bearing the BEDFAX Mark(s), irrespective of whether such claims are made by end-users, retailers or wholesalers.

- b. Licensee shall at all times while this Agreement is in effect maintain product liability insurance with a minimum per occurrence coverage amount of \$1 million; such policy shall name Licensor as an additional insured. Licensee shall provide a copy of its certificate of insurance to Licensor together with its application to participate in the Program.

10. Miscellaneous Provisions

- 10.1 **Entire Agreement.** This Agreement is an integrated document, represents the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the licensing of the BEDFAX Mark(s) to Licensee. Any changes, modifications, or additions shall be in writing and signed by both parties except for amendments to Exhibit A pursuant to Section 2 or Section 5.
- 10.2 **Severability.** If any provision of this Agreement is finally determined to be unlawful or invalid, that provision shall be deemed to be severed from this Agreement, but every other provision hereof shall remain in full force and effect.
- 10.3 **Independence of the Parties.** Neither of the parties hereto shall by this Agreement become a sales agent, employee, joint venturer, or partner of the other party for any purpose. This Agreement is not a franchise and does not create a franchise.
- 10.4 **No Waiver.** No modification or waiver by a party of its rights under this Agreement shall be effective unless it is in writing. No failure to exercise or delay in exercising any rights under this document will operate as a waiver of those rights. No waiver of any default under this document shall constitute a waiver in respect of any default previously or later occurring.
- 10.5 **Accumulation of Remedies.** All remedies available for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 10.6 **Assignability.** This Agreement shall inure to the benefit of SSA, its successors and assigns, but shall be personal to Licensee and shall not be assignable or transferrable by Licensee without the prior written consent of SSA. Any attempted transfer without such consent, including a transfer in connection with a merger, acquisition, change in control or by operation of law, shall be deemed null and void.



- 10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to any conflict of laws principles.
- 10.8 Headings. The headings and captions of this Agreement are inserted only for convenience of the parties and shall not be construed to affect the interpretation of the provisions hereof.
- 10.9 Counterparts. This Agreement may be executed in counterparts, which of which will be deemed an original, but all of which taken together shall constitute one instrument.
- 10.10 Notices. All notices, requests, demands and other communications required or permitted under this Agreement and shall either be delivered personally, sent by certified mail, return receipt requested, by reputable overnight courier service with confirmation of delivery, or via email if receipt is confirmed by the recipient and permitted by this Agreement. All notices to Licensee shall be sent to the Licensee's designed contact person provided in the application and all notices to SSA shall be addressed as provided below; provided that either party may change its address by notice thereof.

Specialty Sleep Association
PO Box 432
Friant, CA 93626
info@sleepinformation.org

Licensee:

- 10.11 Survival. The provisions of paragraphs 3, 9, 10 and 11 shall survive the expiration or termination of this Agreement.

- 11. Summary of Fees:** There will be an annual license fee to participate in the Program. Additionally, participating manufacturers and other sellers at the wholesale level pay a fee annually to have 3rd Party Certifications/Verifications on file for Models covered by the Program. Consumer Disclosure Labels (CDLs) must be paid for by the manufacturer or other wholesale seller working with its own vendor. SSA will request a copy of the CDLs prior to approval of the License Application.

Annual Fee:

- i. SSA Manufacturing Member: \$250 per Model (up to 4 Models at \$250 each)
\$200 per Model (5+ Models registered)
- ii. Non-Manufacturing Member: \$500 per Model (up to 4 Models \$500 each)\
\$250 per Model (5+ Models registered)
- iii. 3rd Party Certifications Submitted: \$100 each per Certification
(examples: USDA NOP Certified *Organic Cotton*, *CertiPUR*, *GOTS*...)



Number of Models to be BEDFAX Registered _____ @ \$250 each (SSA Mfg. Member)
 _____ @ \$200 each (SSA Mfg. Member)
 _____ @ \$500 each (non-member)
 _____ @ \$250 each (non-member)
 Number of 3rd Party Certifications _____ @ \$100 each

Model: *a distinct mattress construction where the materials used are different from other mattresses, whether such differences involve only one material type and/or a consequential change of percentages of the materials*

Are you an SSA Member? Y N

Are you a:
 ___ Manufacturer Member*
 ___ Retailer Member
 ___ Associate Member

You do not have to be a member of the SSA to participate in the BEDFAX Program.

If you are an SSA member, please note:

* You must be registered as a manufacturer/importer/ assembler member to receive the SSA member discount.

- ___ Please contact the SSA about becoming a manufacturer member.
- ___ We understand that this is a voluntary consumer disclosure program, not a regulatory agency program, and that we (as manufacturers) are responsible for the truth and validity of our product contents claims.
- ___ We understand that our product marketing claims (general contents as well as environmental) must be substantiated. Regarding environmental claims, we have read and understand the definitions provided in [Glossary of Terms Frequently Used in Environmental Marketing Claims](#).

Method of Payment: Check # _____ Credit Card (Visa/MC.AmEx) _____

Name on Card: _____

Card # _____ Exp. Date: _____

Signature: _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

SPECIALTY SLEEP ASSOCIATION

LICENSEE

By _____

By _____

Name: Tambra Jones

Name: _____

Title: Brand Director

Title: _____



CONSUMER DISCLOSURE LABEL APPROVAL

Each Model must have a separately reviewed CDL. Following written confirmation of approval, your application process will be complete.

Administrative Committee Use Only

Brand Name	MODEL	Approval Date	Initials

Attach copies of approved CDL(s) to this License Agreement.

BRAND STANDARDS AND GUIDELINES

See our Brand Standards Booklet for Complete Details.



SAMPLE CONSUMER DISCLOSURE LABELS

See our Brand Standards Booklet for Complete Details.



WHAT'S IN THIS
mattress?

CONSUMER DISCLOSURE LABEL

THE MANUFACTURER OF THIS PRODUCT PARTICIPATES IN THE BEDFAX REGISTERED PROGRAM. BY USE OF THIS LABEL, THE MANUFACTURER VERIFIES THAT THE FOLLOWING MATERIALS HAVE BEEN USED. THE SPECIALTY SLEEP ASSOCIATION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS REPRESENTED ON THIS MANUFACTURER-PROVIDED CONTENTS SUMMARY.

**Mattress Sample
Mattress Model**

Material Content	Content
Fabric/Cover	Certified Organic Cotton Fabric ¹
Quilt	Low-VOC Polyurethane Foam ² Wool Silk/Wool/Cashmere Blend Rayon Fiber
Cushion	Certified Organic Latex ³
Core/Support	546 Foam Encased Coil Unit Micro Coil Unit
Foundation Support (Optional)	Wood ⁴
Additional Items (Optional)	Tape Edge, Quilt Backing, Netting, Flanging, Zipper

Flame barrier is a rayon & silica based PET fiber which meets CFR 1633/1632 federal flammability requirements.

MANUFACTURED BY:
Company ABC
1 Main Street, Anytown NY 10012

The Manufacturer Certifies that:

¹Organic Cotton is Certified by GOTS



¹Cotton fabric throughout is Oeko-Tex Certified



² Polyurethane foam is certified by CertiPUR-US



³ Latex cushion is certified by GOLS



⁴ Foundation Wood is FSC certified

* The manufacturer verifies that the materials and components in this product, as indicated, are certified per the above Certifications

EXAMPLE



CONSUMER DISCLOSURE LABEL

THE MANUFACTURER OF THIS PRODUCT PARTICIPATES IN THE BEDFAX REGISTERED PROGRAM. BY USE OF THIS LABEL, THE MANUFACTURER VERIFIES THAT THE FOLLOWING MATERIALS HAVE BEEN USED. THE SPECIALTY SLEEP ASSOCIATION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS REPRESENTED ON THIS MANUFACTURER-PROVIDED CONTENTS SUMMARY.

**Mattress Sample
Mattress Model**

Material Content	Content
Fabric/Cover	Certified Organic Cotton Fabric ¹
Quilt	Low-VOC Polyurethane Foam ² Wool
Cushion	Certified Organic Latex ³
Core/Support	546 Foam Encased Coil Unit Micro Coil Unit
Foundation Support (Optional)	Wood ⁴
Additional Items (Optional)	Tape Edge, Quilt Backing, Netting, Flanging, Zipper

Flame barrier is a rayon & silica based PET fiber which meets CFR 1633/1632 federal flammability requirements.

MANUFACTURED BY:
Company ABC
1 Main Street, Anytown NY 10012

¹Organic Cotton is Certified by GOTS

² Cotton fabric throughout is Oeko-Tex Certified

³ Polyurethane foam is certified by CertiPUR-US

⁴ Latex cushion is certified by GOLS

⁴ Foundation Wood is FSC certified

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