

# **CLEARGREEN CERTIFIED PROPERTY AGREEMENT**

This agreement ("Agreement") is entered into between Cleargreen, a Dishman Distribution, LLC company ("Cleargreen"), and the undersigned Property Manager/Owner ("Participant").

WHEREAS, Cleargreen is committed to protecting families, pets, wildlife, and aquatic life through the use of natural and proven effective products;

WHEREAS, Participant wishes to become a "Cleargreen Certified Property" and join the Cleargreen Initiative;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## 1. PLEDGE AND COMMITMENTS

- 1.1 Participant hereby pledges to join Cleargreen in protecting families, pets, wildlife, and aquatic life.
- 1.2 Participant agrees to use only products on their property that are PROVEN to work and natural.
- 1.3 Participant agrees not to allow their landscape and agricultural crews to use glyphosates or any harmful chemicals on the property.
- 1.4 Participant officially joins the Cleargreen Initiative to stand with America and products made in the USA.
- 1.5 Participant agrees to connect their landscaping professionals with the team at Cleargreen to ensure best practices are followed using Cleargreen Surfactant and herbicide in place of toxic chemicals.

#### 2. CLEARGREEN CERTIFICATION

- 2.1 Upon execution of this Agreement and compliance with its terms, Participant's property shall be designated as a "Cleargreen Certified Property."
- 2.2 Cleargreen grants Participant a limited, non-exclusive right to use the "Cleargreen Certified Property" designation and associated materials in marketing and promotional efforts, subject to the terms of this Agreement.

#### 3. COMPLIANCE AND BREACH



- 3.1 If Participant is found to be in violation of this Agreement, they will immediately lose the right to display or use the "Cleargreen Certified Property" designation in any form of marketing, promotion, or reference, including but not limited to: a) Internal newsletters b) Printed promotional materials c) Social media channels d) Websites and blogs e) Podcasts f) TV or radio promotions g) Paid advertisements h) Community initiatives
- 3.2 In the event of a breach, Cleargreen will address the issue in writing, either digitally (e.g., email, AdobeSign) or via duly copied paper communication. Participant will have 30 days from receipt of such notice to prove they have corrected the breach.
- 3.3 If the breach is not corrected within 30 days, or if more than three (3) breaches occur within a one-year period, all rights to use the Cleargreen brand, name, reference, likeness, etc. will be immediately revoked.

## 4. LIMITATIONS OF RIGHTS

- 4.1 This Agreement ONLY establishes the right for Participant's property to be known as a "Cleargreen Certified Property" using the officially issued materials and artwork provided by Cleargreen, it does not constitute any form of partnership or other legal relationship.
- 4.2 This Agreement does not grant Participant the right to: a) Relicense or sublicense Cleargreen b) Create any "homemade" or locally made versions of the Cleargreen name or logo c) Represent that the property has a partnership with Cleargreen beyond the limited rights issued within this Agreement
- 4.3 No change to the limited rights granted herein can be made without written approval from the executives of Cleargreen.

#### 5. TERMINATION

5.1 Cleargreen retains the right to withdraw any approval or sanctioning of said property within 30 days of providing written notice to Participant.

### 6. GOVERNING LAW

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.
- 6.2 Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.



CLEARGREEN, a Dishman Distribution, LLC company	
Ву:	
Title:	Date:
PARTICIPANT	
Ву:	
Title:	Date:
Property Name:	