



CONTRACTOR TRADEMARK LICENSE AND MEDIA USE AGREEMENT

This Agreement grants the undersigned Contractor a limited, non-exclusive, nontransferable, revocable right to use the Pella trademarks and logos solely for the purpose of advertising, promoting and selling Pella products.

Minimum Requirements

- Contractor must purchase a minimum of \$25,000 of Pella products annually (Pella Certified Contractors® must have purchased at least \$50,000 of Pella products annually).
- Contractor must be in good financial standing with a Pella partner where product is purchased.
- The use, style and appearance of any Pella trademarks must strictly conform with the Pella Brand Book published at www.pellabrandbook.com, as amended by Pella. Pella may provide additional obligations and restrictions regarding the use of the Pella trademarks from time to time, which the contractor agrees to follow.
- Pella reserves the right to inspect any materials bearing any Pella trademarks.
- Any use not described or exceptions to the stated guidelines must have Pella's prior written approval, which may be withheld at Pella's sole discretion. Proposed use or reproduction should be submitted to:
 Pella Corporation
 102 Main Street
 Pella, Iowa 50219
 Attn: Marketing Communications
brand@pella.com
- Pella may terminate this Agreement for any reason on 30 days written notice. Upon expiration or termination of the Agreement for any reason, Contractor shall immediately cease and desist from all use of the Pella trademarks.

By signing, I certify one of the following: (please check the appropriate box)

I meet the requirements outlined above for Pella's sales support program for contractors and agree to comply with the guidelines as stated.

Contractor Business Name: _____

Contractor Representative Signature: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone number: _____ Email: _____ Website URL: _____

Date: _____ Primary location name where Pella Products are purchased: _____

Please check Media types to be used in marketing efforts:

- | | | |
|---|--|--|
| <input type="checkbox"/> Yellow Pages | <input type="checkbox"/> Newspaper Advertising | <input type="checkbox"/> Radio |
| <input type="checkbox"/> Television | <input type="checkbox"/> Home Shows | <input type="checkbox"/> Direct Mail |
| <input type="checkbox"/> Outbound E-mail | <input type="checkbox"/> Online - Paid Search | <input type="checkbox"/> Online - Banner Advertising |
| <input type="checkbox"/> Online - Electronic Yellow Pages | | |

Please submit Contractor License and Media Usage Agreement to:

**Pella Co-op Office
P.O. Box 11635
Cedar Rapids, IA 52410-1635
To fax: (319) 294-8013, Attention: Pella Team
Questions? Call (800) 693-5022**

Disclaimer of Warranties. The Pella marks licensed under this agreement are provided "as is." Pella makes no representations or warranties of any kind concerning the Pella marks, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, warranty of non-infringement, validity, scope, or enforceability of any Pella mark, or registration thereof. In no event shall Pella be liable for any indirect, special, or consequential damages of any kind arising out of or in connection with this agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. All waivers must be in writing. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.