



HUMANE CERTIFIED

A PROGRAM OF AMERICAN HUMANE

AMERICAN HUMANE

HUMANE CONSERVATION CERTIFICATION PROGRAM AGREEMENT

THIS CERTIFICATION PROGRAM AGREEMENT dated April 29, 2024 (this “Agreement”) is between American Humane Association, a District of Columbia nonprofit corporation (“American Humane”), and the Forest Preserve District of Cook County, a special district with a business address of 536 N Harlem Avenue, River Forest, Illinois (“Facility”).

INTRODUCTION

American Humane has developed the first-ever independent, scientific and evidence-based humane certification program (the “Certification Program”), certifying the welfare of animals in zoos, aquariums, and conservation parks. As part of the Certification Program, American Humane owns the certification marks identified in Schedule A (the “Certification Marks”).

Facility wishes to apply for certification in connection with the venues as set forth in Schedule B hereto (the “Covered Venues”). Facility wishes to promote, advertise or otherwise make commercial reference to Facility’s status as a Humane Certified facility under the Certification Program, including by using or displaying one or more of the Certification Marks in connection with its Covered Venues or by publicizing its certification status.

Facility understands that its ability to make reference to its certification status or to use the Certification Marks is contingent first upon Facility’s successful completion of a certification audit by American Humane and American Humane’s issuance of a certificate of approval as described in this Agreement, and second upon Facility’s continuing compliance with all requirements of the Certification Program. Only after successful completion of the audit and issuance of the certificate of approval will Facility be entitled to represent its Covered Venues as having been certified by American Humane and to use the Certification Marks in connection with such Covered Venues.

Any approval of certification status and grant of permission by American Humane to use the Certification Marks is subject to the limitations set out in this Agreement, and is subject further to Facility’s

continued compliance with the then-current Certification Requirements (the “Certification Requirements”) (a current copy of which are contained in Schedule C) and any other requirements of the Certification Program.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, American Humane and Facility agree as follows:

1. American Humane Control of Certification Program

a. The Certification Program is under American Humane's sole and exclusive control. To this end, Facility's initial application for certification and any subsequent renewal are subject to American Humane's sole review and approval. Any approval of certification status and grant of permission by American Humane to use the Certification Marks is subject to the limitations set out in this Agreement and is subject further to Facility's continued compliance with the requirements of the Certification Program. American Humane reserves the right to periodically update or revise the requirements of the Certification Program with notice to affected certified facilities and reasonable time to implement required changes. In no event will updated requirements be applicable to Facility until it submits for renewal at the end of the then-current Term of the Certificate of Approval, as described in paragraph 3(a).

b. The decisions of American Humane or American Humane's auditors as to compliance of Facility with the Certification Requirements may not be challenged by any party other than American Humane or any entity designated by American Humane. Apart from Facility's right to discuss an auditor's findings, to seek clarification from American Humane, and the ability to work with American Humane on a corrective action plan per Schedule C of this Agreement, Facility has no right or basis to challenge any conclusion of American Humane or American Humane's auditors with respect to the Certification Program. In particular, Facility has no right to challenge any denial of initial certification or renewal by American Humane. Facility will not challenge any certification decision by American Humane at any time, for any reason, in any forum.

2. Application for Certification; Issuance of Certificate of Approval

a. For a venue to be considered for certification, Facility must submit to American Humane: (i) completed initial application materials for certification; and (ii) a signed copy of this Agreement, which identifies the venues to be certified.

b. Upon receipt of the items described in this Section, paragraph (a), American Humane will commence audit(s) of Facility's Covered Venues, pursuant to the Certification Requirements (attached as Schedule C of this Agreement) to verify compliance. American Humane's audit(s) will be conducted as soon as is feasible under commercially reasonable circumstances, bearing in mind the scheduling constraints of American Humane's auditors and any relevant circumstances. Passing audits conducted in the year prior to issuance of the initial Certificate of Approval prior to receipt of the items described in this Section, paragraph (a) above may be treated as initial audits.

c. While the initial application is pending, Facility is not entitled to any rights or benefits under this Agreement, other than the right to be considered for certification. No such rights or benefits will accrue until such time as American Humane determines, in its sole discretion, that Facility's Covered Venues satisfy all applicable requirements of the Certification Program. Only at that time will American Humane issue an initial Certificate of Approval as provided in this Section, paragraph (d). Specifically, Facility is not authorized to refer to the Covered Venues as American Humane Certified or use the Certification Marks until American Humane issues an initial Certificate of Approval. **In addition, Facility is prohibited from making any public statements or references, in any forum, related in any way to its application for certification before an initial Certificate of Approval is issued.**

d. Upon successful completion of the initial certification process (which includes successful completion of the audits described in the Certification Requirements and compliance with all applicable

requirements of the Certification Program), American Humane will issue to Facility an initial Certificate of Approval, a sample of which is attached as Schedule D. This Certificate of Approval, with a one-year duration, will constitute evidence of Facility's successful completion of the initial certification process and Facility's permission to refer to the Covered Venues as American Humane Certified and use the Certification Marks in connection with the Covered Venues, subject to the terms and conditions of this Agreement. Facility may display the Certificate of Approval at any of its Covered Venues or provide a copy to third parties as evidence of certification.

e. Notwithstanding anything in this Agreement to the contrary, American Humane reserves the right not to issue a Certificate of Approval unless and until Facility has paid all due and outstanding fees and expenses.

3. Issuance of Renewal Certificate of Approval

a. The certification of the Covered Venues under this Agreement (and Facility's permission to refer to the Covered Venues as American Humane Certified and use the Certification Marks in connection with the Covered Venues) is eligible for annual renewal during the term of this Agreement, as provided in this Section 3 and in Schedule C attached to this Agreement. To be considered for renewal, Facility must update its account with American Humane to ensure that all Covered Venue locations and contact information is correct, and submit to American Humane completed materials for renewal, in the form prescribed by American Humane, prior to the expiration of its then-current Certificate of Approval. At American Humane's sole discretion, American Humane may alter the period to submit completed materials for renewal. American Humane and Facility will work in good faith to schedule and complete any check-ins and/or audits required for renewal under the Certification Requirements prior to expiration of the then-current Certificate of Approval.

b. Provided Facility and American Humane are working in good faith toward completing the renewal process, and the Covered Venues meet all applicable requirements of the Certification Program, there will be a 30-day grace period after expiration of the then-current Certificate of Approval during which Facility may continue to refer to the Covered Venues as American Humane Certified and use the Certification Marks in connection with the Covered Venues, subject to the terms and conditions of this Agreement. At American Humane's sole discretion, American Humane may issue an extension to the grace period for reasonable cause.

c. Upon successful completion of the renewal process, American Humane will issue a new one-year Certificate of Approval for the Covered Venues, which will include any amendments or updates to the Schedules of this Agreement. A new Certificate of Approval will be issued on an annual basis during the term of this Agreement so long as Facility remains in compliance with the then-current Certification Requirements, including, but not limited to, response to any inquiries by American Humane, and the successful completion of any additional audits, inspections or other inquiries as deemed necessary by American Humane.

d. Notwithstanding anything in this Agreement to the contrary, American Humane retains the right not to issue a new Certificate of Approval unless and until Facility has paid all due and outstanding fees and expenses.

4. Adding new species, exhibits, sites, or venues, or other significant changes

Following issuance of the Certificate of Approval, if Facility wishes to add new species, exhibits, sites, or venues, or make other significant changes to the Covered Venues, Facility shall provide at least fourteen (14) days commercially reasonable advance written notice to American Humane and the parties agree to work together in good faith to schedule and facilitate the inspection(s) and audit(s) necessary, as determined solely by American Humane, to certify such additions/changes and incorporate such additions/changes into the Covered Venues. Such additional species, exhibits, sites, and/or venues will not become part of the Covered Venues unless and until the necessary inspection(s) and audit(s)

pursuant to the Certification Requirements are completed to the satisfaction of American Humane. The term of certification for any additional species, exhibits, sites or venues shall be through the same date as the expiration of the term of the then-current Certificate of Approval.

5. Fees and Audit Expenses

During the term of this Agreement (plus any extension or grace period granted in American Humane's sole discretion under this Agreement), Facility will pay American Humane all fees and expenses as provided in Schedule E. Facility's failure to pay any fees or expenses when due constitutes a material breach of this Agreement and is grounds for refusal to approve a certification application, refusal to approve renewal or termination of a certification after issuance, as well as termination of this Agreement and Facility's Certificate of Approval, including revocation of Facility's permission to refer to the Covered Venues as certified by American Humane or to use the Certification Marks.

6. Permission for Use of Certification Marks and Reference to Certification Status

Prominent and accurate use of the Certification Marks is an important part of the Certification Program and is highly encouraged. Upon successful completion of the initial certification process and issuance of the Certificate of Approval, and subject to continuing compliance with all applicable requirements of the Certification Program, American Humane grants Facility permission to refer to the Covered Venues as American Humane Certified and to use the Certification Marks in connection with the Covered Venues. This includes using the Certification Marks on associated advertising and commercial promotion of Facility and the Covered Venues for the term of the Certificate of Approval. This permission constitutes a non-exclusive, non-transferable, revocable right that is personal to Facility and is specific to the Covered Venues that have been certified under this Agreement. The parties agree that unauthorized reference to the Covered Venues as American Humane Certified or unauthorized use of the Certification Marks constitutes a material breach of this Agreement.

7. Guidelines for Display of Certification Marks

a. During any period that Facility is authorized under this Agreement to refer to the Covered Venues as American Humane Certified or to use the Certification Marks in connection with the Covered Venues, Facility will comply with all specifications for the display of the Certification Marks published in the then-current Guidelines for Use of Certification Marks (the "Marks Use Guidelines") (a current copy of which is attached as Schedule F). American Humane, in its sole discretion, reserves the right to periodically update or revise the Marks Use Guidelines, with notice to affected certified facilities and reasonable time to implement required changes.

b. Facility agrees that **prior** to any display of the Certification Marks on advertising or commercial promotion, Facility will provide to American Humane a specimen of the advertisement for American Humane's approval. American Humane will review the specimen and notify Facility in writing (including by email) within ten (10) business days of American Humane's receipt of the specimen as to whether the particular use of the Certification Marks displayed in the specimen is approved, and if not approved, what changes to the use of the Certification Marks in the specimen will meet approval. American Humane will not unreasonably withhold its approval. The parties agree that failure to submit a specimen for approval as required herein and in the Marks Use Guidelines, or use of an unapproved display of the Certification Marks, constitutes a material breach of this Agreement and is grounds for termination of this Agreement and Facility's Certificate of Approval, including revocation of Facility's permission to use its certification status and the Certification Marks.

8. Term and Termination

a. The term of this Agreement will be five years from the date of execution of the Agreement or the issuance of the original Certificate of Approval by American Humane, whichever is later, provided that Facility remains in compliance with the requirements of the Certification Program and pays all fees and

dues under this Agreement. A five-year extension of this Agreement may be mutually agreed to by the parties prior to the termination date, subject to the approval of Facility's General Superintendent or their designee. Such extension may contain additional and amended terms and conditions as are mutually agreed to by the parties.

b. Separate from the foregoing terms in this Section, paragraph (a) above, in the event that Facility does not successfully pass its certification audits and American Humane concludes that Facility is either unwilling or unable to perform necessary corrective action to bring its Covered Venues into compliance with all applicable requirements of the Certification Program, this Agreement will expire upon written notice from American Humane.

c. Either party may terminate this Agreement in the event of a material default by the other party which continues for a period of 30 days following receipt of written notice of default by the defaulting party. Upon termination or expiration of this Agreement, Facility will immediately cease reference of its certification status and use of the Certification Marks.

d. American Humane may terminate this Agreement immediately without cause at any point prior to the completion of the initial audit of Facility. In the event of early termination by American Humane prior to the initial audit, Facility's application fees will be reimbursed by American Humane.

e. If American Humane becomes aware of evidence that shows that Facility may not be in compliance with the applicable requirements of the Certification Program, or as an alternative to revocation of certification, at American Humane's sole discretion, certification may be temporarily suspended to conduct a fact-finding investigation, additional Audits, or other action to bring Facility into compliance with the applicable requirements of the Certification Program.

9. Specific Performance

Facility understands and agrees that any reference by Facility of its certification status and use of the Certification Marks prior to issuance of a Certificate of Approval, or in connection with any locations other than Covered Venues or that do not in fact meet the requirements of the Certification Program, would cause irreparable damage to American Humane and the Certification Program, including damage to consumers' understanding of and esteem for the Certification Marks, to the investment by American Humane in the Certification Program, and to the value of the Certification Marks to other certified facilities. As a result of any such misuse by Facility, Facility hereby irrevocably consents to the issuance of specific injunctive relief against Facility and any of Facility's agents, affiliates, subsidiaries, officers, employees or representatives, by the Circuit Court of Cook County, Illinois or the U.S. District Court for the Northern District of Illinois, to prevent use of its certification status and the Certification Marks in connection with uncertified facilities or locations. Facility also agrees that any such injunction may be entered without any requirement for the posting of a bond or other surety by American Humane. Facility agrees that, in addition to other rights American Humane may have, and without limitation, Facility will pay any attorneys' fees and court costs reasonably incurred by American Humane in pursuit of the specific injunctive relief provided for in this Agreement upon issuance of such injunctive relief by a court with jurisdiction over the matter.

10. Ownership of Marks

Facility understands and recognizes that American Humane is the sole owner of the Certification Marks, as well as any other trademarks or service marks used by American Humane in connection with the Certification Program. American Humane is the only party with the power to permit use of the Certification Marks, and under no circumstances may Facility grant a sub-license for use of its certification status and the Certification Marks. Facility does not and will not obtain any ownership rights in the Certification Marks that it is permitted to use under this Agreement. Facility will not seek to obtain any trademark registration, business name registration or internet domain name registration using the Certification Marks, or any

similar mark, or any variant of the Certification Marks. Facility agrees that it will not challenge or oppose the validity or enforceability of American Humane's rights in the Certification Marks. Facility will cooperate with American Humane in any effort to protect or enforce the Certification Marks against a third party. Facility will notify American Humane of any use of the Certification Marks, or any similar marks, that Facility believes may be infringing or likely to cause confusion among consumers. American Humane has the sole right to determine whether any action will be taken, at its sole expense, in response to such violations, and will be solely entitled to any damages or settlements obtained from such actions or disputes. Facility has no recourse against American Humane or any other party, including any third party that Facility believes is infringing the Certification Marks, should American Humane determine in its sole discretion not to pursue an action against such use of the Certification Marks.

11. Representations and Indemnification

a. Facility acknowledges and agrees that the Certification Marks are not intended as an endorsement of any quality other than compliance with the Certification Requirements, and that Facility is not to use or display the Certification Marks for any other purpose.

b. Facility agrees to hold harmless and indemnify American Humane for any and all claims, loss, damage, cost, expense, liabilities, and attorneys' fees which American Humane may suffer, incur or be subject to by reason of any claim, demand, suit, or proceeding including but not limited to compliance with subpoenas for documents or testimony whether or not involving a third party claim, which arise out of or is related to (i) Facility's Covered Venues; (ii) use of the Certification Marks in violation of this Agreement; (iii) Facility's violation of any term of this Agreement, the Certification Requirements, and/or Marks Use Guidelines; (iv) untrue or misleading statements, or omissions, of fact during any inspection and/or audit process; (v) failure to notify American Humane of a major event affecting the humane treatment of Facility's animals; and (vi) any harm to American Humane or its auditors or other representatives while on any Facility premises caused by any hazard at a Covered Venue or negligence of Facility unless such claims, demands, suits or proceedings arise out of the negligent or reckless actions of American Humane or its agents.

12. American Humane's Promotion of Facility's Certification

Upon issuance of a Certificate of Approval, American Humane will add Facility's name, and to the extent Facility consents, Facility's logo or other identifying mark to its list of certified facilities on its website and elsewhere. American Humane may describe Facility's operations in its list of certified facilities, subject to correction and amendment by Facility, although Facility has no right to control or dictate the length or placement of any such description of Facility's operations. Facility agrees to hold American Humane harmless for any claim or representation included in American Humane's description of Facility's operations. American Humane's listing of Facility as a certified facility will terminate or be suspended upon the expiration, termination or suspension of Facility's applicable Certificate of Approval.

13. Confidentiality

The parties agree to take commercially reasonable measures to keep confidential each other's confidential and proprietary information. The parties will not disclose or divulge such information to anyone outside their respective organizations without permission, unless such information is no longer confidential, the information is otherwise subject to disclosure pursuant to the Open Meetings Act, 5 ILCS 1209/1 et seq., the Illinois Freedom of Information Act, 5 ILCS 240/1 et seq., the Local Records Act 50 ILCS 205/1 et seq, or any other local, state or federal law or where non-disclosure is contrary to public policy, and each party will not disclose or use the other party's confidential information for the receiving party's own benefit. American Humane may use data and statistics for research and advertising purposes; such data and statistics will not identify Facility by name or specific location without prior approval of Facility. Upon request, all copies of any confidential and proprietary information, however and wherever produced, will be returned to the disclosing party at the end of the term of the Agreement.

Nothing in this Agreement shall in any way restrict or impair American Humane's right to use, disclose or otherwise deal in confidential information that American Humane can demonstrate (i) was in the public domain at the time of disclosure to American Humane, as evidenced by a written publication; (ii) becomes part of the public domain after disclosure to American Humane by virtue of a written publication through no fault of American Humane; (iii) was already in American Humane's possession prior to its disclosure by Facility to American Humane, without having been acquired improperly; (iv) was acquired by American Humane independently, after disclosure hereunder, from a third party without breach of any agreement or violation of law; or (v) American Humane independently developed the information without use of or reference to the confidential information from Facility. Additionally, disclosure of confidential information is not precluded if such disclosure is in response to a valid order of a court or other governmental body or is otherwise required to be disclosed by law; provided, however, that the party who has received the order for disclosure shall first have given written notice to the other party and provided a meaningful and sufficient opportunity to challenge any such order requiring disclosure. Additionally, disclosure of confidential information is not precluded if American Humane, in its sole reasonable discretion, deems it necessary to report abusive, negligent or similar treatment of animals or conditions relating to the treatment of animals to the relevant authorities.

14. Notices

All notices will be sent by United States mail, return receipt requested; by email, with confirmation of receipt; or by overnight mail, postage or charges prepaid, addressed to the party to whom the notice or payment is to be given at the address provided. Each party has the right to change its address at any time by giving written notice served to the other party. Notices should be addressed as follows:

Jacqui Ulrich
Director, Conservation & Experiential
Programming
Forest Preserves of Cook County
536 N Harlem Avenue
River Forest, IL 60305
Telephone: [312-859-1982
Email: Jacqui.ulrich@cookcountyil.gov

General Counsel
American Humane
1400 16th Street, NW, Suite 360
Washington, DC 20036
Telephone: (800) 227-4645
Email: generalcounsel@americanhumane.org

With a copy to:

Forest Preserves of Cook County
Legal Department
69 West Washington Street, Suite 2010
Chicago, IL 60602
Attn: Lisa Lee, Chief Attorney
Lisa.Lee@cookcountyil.gov

15. Miscellaneous

a. Facility may not assign or sublicense all or any part of its rights or obligations under this Agreement without the prior written consent of American Humane. American Humane may assign this Agreement to a subsidiary, affiliate or other related party, or a party acquiring all or substantially all of the assets of the Certification Program, upon written notice to Facility.

b. The validity of this Agreement and its terms and provisions, as well as the rights and duties of the parties, will be governed by the laws of Illinois regardless of conflicts of law principles.

c. The provisions of this paragraph on dispute resolution and arbitration do not apply to any dispute in which American Humane seeks specific performance of a cessation of use of the Certification Marks and/or certification status as set out in Section 8 of this Agreement. In connection with all other disputes arising under or related in any way to this Agreement, after first attempting to resolve the dispute through direct negotiation, the parties will participate in good faith in mediation to resolve the dispute with the help of a mutually agreed-upon mediator in a location to be mutually agreed by the parties. Any costs and fees other than attorney fees associated with such mediation will be shared equally by the parties. The Parties will be responsible for paying their own respective attorney fees. If the parties are unable to resolve the dispute by mediation within 20 days, they will submit the dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (available at www.adr.org). The arbitration will be conducted by one arbitrator. Costs of arbitration will be allocated by the arbitrator, but each party will be responsible for its own attorney fees. Any judgment upon the award rendered by the arbitrator may be entered and enforced in any court having jurisdiction.

d. The obligations set out in Sections 1, 5, 8, 9, 10, 11, 12 (third sentence only), 13, 14, 15 will survive any termination or expiration of this Agreement.

e. This Agreement constitutes the entire agreement between the parties relating to its subject matter, and there are no agreements or understandings between the parties, expressed or implied, except as are explicitly set forth in this Agreement (and this Agreement expressly supersedes any previously-executed license agreement between the parties relating to the Certification Program). In the event of any conflict between the body of this Agreement and the Certification Requirements, the terms set forth in the then-current Certification Requirements shall govern. This Agreement can only be altered by a written agreement signed by both parties, or pursuant to a new Certificate of Approval issued by American Humane upon completion of the renewal process and compliance with the then-current Certification Requirements and any other provisions in the then-applicable versions of the Schedules to this Agreement. Nothing contained in this Agreement allows the other party to bind or obligate the other to third parties. The failure of a party to insist upon adherence to any term of this Agreement will not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term in this Agreement.

f. Each of the parties warrants and represents that the person executing this Agreement on its behalf has full authority to execute this Agreement, and to bind it as a party to this Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the parties or their officers, employees, agents or attorneys, and no party is relying on any inducement, promises or representations made by any other party or any of its officers, employees, agents or attorneys other than as set forth in this Agreement.

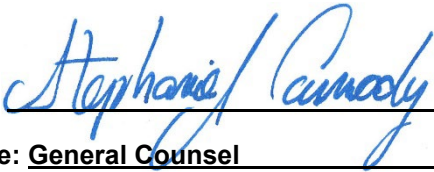
g. This Agreement may be executed in any number of counterparts and each such counterpart will be deemed to be an original instrument, but all such counterparts together will constitute but one and the same Agreement, and the signature of any party to any counterpart will be deemed to be a signature to and may be appended to any other counterpart. Signatures transmitted by facsimile and/or electronically by .pdf format shall have the same binding effect as original signatures.

h. American Humane shall maintain for the duration of this Agreement, a policy or policies of insurance with commercially reasonable coverage and limits, including but not limited to, General Liability Insurance. The insurance shall be commensurate with the usual and customary industry practices for similarly situated businesses. American Humane shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. Facility reserves the right to request a certificate of insurance at any time. American Humane acknowledges that the Facility is self-insured for all of its obligations.

[Signature page follows.]

The parties have caused this Agreement to be duly signed on the dates set forth opposite their respective signatures, effective as of the date first written above.

AMERICAN HUMANE

By: 
Title: General Counsel

Date: April 29, 2024

FOREST PRESERVE DISTRICT OF COOK COUNTY

BY: _____
TONI PRECKWINKLE
President

**SCHEDULE A
HUMANE CERTIFIED CERTIFICATION PROGRAM
CERTIFICATION MARKS**

The term "Certification Marks," as referenced in the Certification Program Agreement (the "Certification Agreement"), includes the following:

•



- U.S. Trademark Registration Number 5418984 dated March 6, 2018, in Certification Class B, for "zoos, aquariums, conservation parks, and facilities with animals on public display."
- HUMANE CERTIFIED™ – Common law certification mark used in connection with the certification of zoos, aquariums and conservation parks, having been first used in commerce in the United States of America on June 14, 2016.

Specifically ***not*** included among the Certification Marks is the two-word mark AMERICAN HUMANE® alone. No rights or permissions are granted in the Certification Agreement with respect to the two-word mark alone.

SCHEDULE B

Covered Venues

Crabtree Nature Center – Barrington Hills, IL

Little Red Schoolhouse Nature Center – Willow Springs, IL

River Trail Nature Center – Northbrook, IL

Sagawau Environmental Learning Center – Lemont, IL

Sand Ridge Nature Center – South Holland, IL

Trailside Museum of Natural History – River Forest, IL

SCHEDULE C HUMANE CERTIFIED CERTIFICATION PROGRAM CERTIFICATION REQUIREMENTS

A facility seeking to receive or maintain certification under the Humane Certified certification program (the "Certification Program") of American Humane Association ("American Humane") must satisfy the following requirements (the "Certification Requirements"). American Humane reserves the right to periodically update or revise the Certification Requirements, with notice to all certified facilities.

Mandatory Requirements:

- Facility must meet all animal welfare government requirements for their jurisdiction. Facilities in the United States must meet USDA requirements.
- Facility must complete a pre-audit application. The pre-audit application requires detailed information including, but not limited to, the animal collection, husbandry and animal care teams, environmental quality processes, and physical operations.
- Facility must permit thorough on-site audits (an "Audit" or "Audits") of all covered venues and sites that are included in the operation for which certification is sought focused on assessing the welfare of individual animals and groups of animals housed together by American Humane or an independent, trained auditor contracted by American Humane ("Auditor") as part of any scheduled or unannounced Audits as described below.
- Facility (i) must successfully complete and pass the Audit(s) by demonstrating overall excellent animal welfare practices, as determined in the sole discretion of American Humane, (ii) must satisfactorily address the three (3) Pass/Fail Core Principles (no observations of animal abuse, implementation of an appropriate health plan, and staff conduct that promotes animal welfare), and (iii) must submit an approved corrective action plan to address any non-conformances.
- During the term of the Certification Agreement, Facility must notify American Humane within a reasonable period of time of any instance of non-compliance with any applicable Certification Requirements and of any change and/or event in a certified facility or a portion of a certified facility if such change and/or event may have an adverse impact on the Facility's animal welfare practices and/or affect the Facility's compliance with the Certification Requirements. This includes, without indicating any limitation, the addition of new species and significant changes to the collection and/or exhibits.
- Facility must pay to American Humane, when due, all applicable fees and expenses.

Granting Initial Certification:

- Facility must submit to American Humane: (i) completed initial application materials for certification; and (ii) a signed copy of the Certification Agreement, which identifies the Covered Venues to be certified.
- At Facility's expense, Auditor will conduct Audits of Facility's Covered Venues. Passing Audits conducted prior to execution of the Certification Agreement may be treated as Audits for initial certification if conducted within one year of the issuance of the Certificate of Approval.
- An Audit is focused on assessing the welfare of individual animals and groups of animals housed together. Extensive examinations based on core principles set the stage for the assessment, followed by a set of detailed questions aimed at confirming that the animals are not only in good condition physically and socially, but have good welfare overall. To assess this as rigorously as possible, the audit consists of review of the following Animal Welfare Indicators, (the "Animal Welfare Indicators"):

1) **Direct observation of the individual animals**, in both the institution's public exhibits and behind the scenes, examining key welfare indicators.

2) **Indirect indicators** to include vital, in-depth background information on the animals, their health, habitat, environmental quality issues, staff knowledge and training, veterinary care, operational procedures and other factors. Upon notification of an Audit, Facility must arrange to have an authorized representative who is knowledgeable about the operation, as well as requested staff members, available at a time when facilities and activities that demonstrate the operation's compliance with the relevant Animal Welfare Indicators and Certification Requirements can be observed.

- An informal high-level exit interview will be conducted upon completion of an Audit with an authorized representative of Facility who is knowledgeable about the audited operation.
- Approximately two weeks following the exit interview, American Humane or an American Humane Auditor will provide a detailed Assessment Summary Report to an authorized representative of Facility. The Assessment Summary Report will include a Non-Conformance Section, which lists the non-conformance issues by criterion as assessed by the auditor. The Assessment Summary Report will also identify any non-conformance issues found which preclude an award of certification at that time, in American Humane's sole discretion.
- In the event of a failure to pass an Audit, a re-audit shall be required before Facility may be reconsidered for certification. As determined by American Humane in its sole discretion, such re-audit may consist of a full audit, a partial audit, a video audit, a paper review (i.e., "desk" audit), and/or a visual inspection.
- Upon receipt of an Assessment Summary Report, Facility will then have 21 calendar days to submit a Corrective Action Plan for any non-conformances. This deadline to submit the Corrective Action Plan may be extended at American Humane's discretion. The Corrective Action Plan must describe the items identified in the Non-Conformance Section and the corrective actions that will be completed by Facility within an agreed-upon timeline. Facilities are encouraged to report to American Humane on their progress on corrective actions throughout the corrective period.
- At the discretion of American Humane, Facility is subject to a re-audit after completion of corrective action described in the Corrective Action Plan and any time during the certification period.
- Following review and approval of all audit compliance report information, American Humane will issue its one-year Certificate of Approval as provided in the Certification Program Agreement (the "Certification Agreement").

Renewal of Certificate of Approval:

- Prior to expiration of the then-current Certificate of Approval, Facility will complete an annual inquiry form and submit any other materials as requested by American Humane. Following submission of the inquiry form and other materials required for renewal, American Humane may, in its sole discretion, require Facility to meet, in person, via teleconference or by telephone, to discuss the status of any concerns identified for corrective action during the most recent audit, any exhibits new to Facility since the last audit, and the Facility's ongoing work to maintain its compliance with the requirements of the Certification Program. American Humane reserves the right, in its sole discretion, to require a full audit, a partial audit, a video audit, a paper review (i.e., "desk" audit), and/or any other inspections of the Covered Venue(s) as part of the renewal process. Following review and approval of the annual inquiry form, as well as the successful completion of any required audits, discussions or inspections, American Humane will issue a new one-year Certificate of Approval.

- American Humane reserves the right to require additional on-site audits and other follow-up in the event of new animals or exhibits, sudden or unexpected deaths, reports of animal abuse, or as otherwise deemed necessary by American Humane.
- American Humane may issue up to five (5) one-year Certificates of Approval following a successful Audit provided that Facility remains in compliance with these Certification Requirements and the Certification Agreement, and all fees and expenses have been paid. Prior to expiration of this Agreement a Recertification Agreement shall be entered into and new Audit(s) shall be required in order to maintain certification. During the recertification process, Facility shall permit thorough on-site audits (an "Audit" or "Audits") of all covered venues and sites that are included in the operation for which recertification is sought focused on assessing the welfare of individual animals and groups of animals housed together by American Humane or an independent, trained auditor contracted by American Humane ("Auditor") as part of any scheduled or unannounced Audits required during recertification. Such Audits shall follow the process and be subject to the Certification Requirements in effect at the time of recertification.

Denial, Revocation, or Suspension of Certification:

- American Humane may deny, revoke, or suspend certification for failure to meet or maintain compliance with these Certification Requirements and/or the Certification Agreement, as determined by American Humane in its sole discretion.
- If certification is denied, Facility may re-apply for certification and undergo new Audits for initial certification.
- If certification is revoked, Facility may re-apply for certification and undergo new Audits for reinstatement.
- If American Humane becomes aware of evidence that shows that Facility may not be in compliance with the Certification Requirements, or as an alternative to revocation of certification, at American Humane's discretion, certification may be suspended temporarily to carry out a fact-finding investigation, conduct additional Audits, or other action to bring Facility into compliance with these Certification Requirements and the Certification Agreement. American Humane retains the right to revoke certification following suspension.

**SCHEDULE D
HUMANE CERTIFIED CERTIFICATION PROGRAM
SAMPLE CERTIFICATE OF APPROVAL**



American Humane, through the Humane Conservation certification program (the "Certification Program"), certifies that _____ [FACILITY COMPANY NAME], with its corporate headquarters located at _____ [ADDRESS] [CITY], [ST] [ZIP], is in compliance with the Animal Welfare Indicators and Certification Requirements promulgated for Covered Venues as defined in the Certification Program Agreement (the "Covered Venues"). Duly certified, _____ [FACILITY COMPANY NAME] is authorized for a period of one year from the date of this Certificate to make commercial reference to its certification status and to use the **Humane Certified** program Certification Marks (including the design mark shown above) at the Covered Venues, subject to and in accordance with the regulations and requirements of the Certification Program and the Certification Program Agreement between American Humane and _____ [FACILITY COMPANY NAME] (the "Certification Program Agreement").

This Certificate is personal and is not assignable.

Dated:

Signature for and on behalf of American Humane
1400 16th Street, NW, Suite 360
Washington DC 20036

Registration No. _____

SCHEDULE E
AMERICAN HUMANE CERTIFIED CERTIFICATION PROGRAM PAYMENT POLICY

A facility seeking or maintaining certification under the American Humane Certified certification program (the "Certification Program") of American Humane Association ("American Humane") is required to pay to American Humane the following fees and expenses for the term of the Certification Agreement:

Certification Fees and Expenses

- **Initial non-refundable application fee** - \$2,500
- **Certification and Initial Audit Fee** - \$22,500 payable as follows:
 - \$2,500 due immediately following audit
 - \$5,000 due 12 months after audit
 - \$5,000 due 24 months after audit
 - \$5,000 due 36 months after audit
 - \$5,000 due 48 months after audit

The first yearly installment shall be paid in full within 30 days of the invoice receipt by Facility. Each remaining yearly fee must be paid in full within 45 days of the invoice date and prior to issuance of a Certificate of Approval.

- **Auditor travel expenses** for all audits conducted pursuant to the requirements of the Certification Program.

Auditor travel expenses shall be paid in full within 30 days of the invoice date.

Additional Audit Fees and Expenses

- If additional audits are required due to request of Facility or at the discretion of American Humane during the term of the Certification Agreement, Facility will reimburse American Humane up to the full cost of the Audit, including the fee paid to the Auditor, auditor travel expenses, and an administrative fee, as reasonably determined by American Humane.

SCHEDULE F
AMERICAN HUMANE CERTIFIED CERTIFICATION PROGRAM
GUIDELINES FOR USE OF CERTIFICATION MARKS
BY CERTIFIED FACILITIES

If you are a facility operating a covered venue under the **Humane Certified** certification program (the "Certification Program"), you are authorized to use American Humane's two certification marks (the "Certification Marks") from the Certification Program in connection with such covered venues:



and Humane Certified™

This short memo has been developed to assist you in featuring these Certification Marks at your venues and in print, multimedia and online communications. The guidelines set out here (the "Marks Use Guidelines") are mandatory for any use of either Certification Mark. American Humane Association ("American Humane") reserves the right to periodically update or revise these Marks Use Guidelines, with notice to certified facilities.

As you know, the proper usage of the Certification Marks is crucial to protect not only your investment in the certification process and American Humane's rights in these marks, but also American Humane's ability to build brand awareness among consumers around the **Humane Certified** Certification Program.

The **Humane Certified** Certification Program Certification Marks are powerful symbols of the excellence of your facilities, representing your enterprise's compliance with the exacting certification standards for humane care and welfare of animals developed by American Humane. Because you worked so hard to achieve the right to use these Certification Marks, we know that you will want to protect their integrity. We ask that you consult these Marks Use Guidelines whenever you intend to create a new use of the Certification Marks, and that you follow the submission and approval process for uses of the Certification Marks that is spelled out here and that is part of your Certification Program Agreement (the "Certification Agreement").

Limitation on Use for Non-Covered Venues:

Your permission to use or reference your certification status is limited to only those Covered Venues. You may not use any Certification Mark or imply certification status in connection with facilities or sites that have not been certified.

Pre-Approval Required for Any Usage:

As is required in your Certification Agreement, you must obtain pre-approval from American Humane for any use of the Certification Marks on any advertising or promotion. As a result, we encourage you to submit specimens of your planned use of the Certification Marks as far in advance as possible.

American Humane will review the specimen and notify you in writing (including by email) within 10 business days of American Humane's receipt of the specimen as to whether the particular use of the Certification Marks displayed in the specimen is approved, and if not approved, what changes to the use of the Certification Marks in the specimen will meet approval. American Humane will not unreasonably withhold its approval. If American Humane fails to provide a written response to your submission of the specimen within 10 business days of its receipt, American Humane will be deemed to have approved that use of the mark in that specimen. American Humane's failure to timely respond to one request for approval of a specimen is immaterial as to any other request for approval of any other specimen, and will not waive American Humane's rights to insist on strict compliance with the usage requirements in these Marks Use Guidelines.

Because of the importance to everyone involved in the Certification Program that all use of the Certification Marks be proper and authorized, American Humane will independently monitor the marketplace, seeking to ensure that facility's use of the Certification Marks complies with these Marks Use Guidelines, and is only being used in connection with Covered Venues. Your participation in the Certification Program and your execution of the Certification Agreement obligate you to comply with the usage requirements in these Marks Use Guidelines and to any directions from American Humane for specific marks usage based on these guidelines.

Usage of Trademark Symbols:

Because it is important to convey to the marketplace and the public in general the correct legal status of the Certification Marks, American Humane requires that all Covered Venues display the Certification Marks with the appropriate placement of the TM or ® symbols as is shown in these Marks Use Guidelines, as may be updated by American Humane from time to time. The ® symbol indicates that the mark with which the symbol has been associated is registered with the U.S. Patent & Trademark Office. The TM symbol indicates that the referenced mark is not yet registered but that it is being used in commerce and ownership of the mark is claimed by American Humane.

Usage On Promotional Material:

Full Color Logo:



The official full-color logo of the design mark [®] contained in the electronic files accompanying this memo should be used **at all Covered Venues** certified under the Certification Program and in promotional material for such covered venues unless you submit a specimen showing an alternate use, with full details of the specific application, to American Humane for approval and American

Humane does not require any changes in that proposed alternate use. In general, American Humane will not approve material alterations of any Certification Mark.

Black & White Logos:

The black-and-white logo (either black or gray) of the design mark should **not** be used unless specific permission is given in advance by American Humane, as noted above.

Approval Process & Packaging Samples:

As required by your Certification Agreement, samples of **all promotional materials** on which the Certification Mark appears must be submitted to American Humane, preferably in electronic format, for review and approval prior to publication. All **final approved promotional materials** should be submitted to American Humane in electronic format, noted as "Final," and should be retained in your files as well.

Black & White Logo (Black) Use:



The black-and-white (black) logo of the design mark is provided **for very limited use**. It is provided for use in black-and-white newspaper advertisements when the ads are not in full color. It is **not** intended for use at your covered venues or in other promotional material. You should use the color logo whenever possible as it most accurately reflects the brand and builds consumer recognition.

Black & White Logo (Gray) Use:



The black-and-white (gray) logo is provided **for very limited use**. It is provided for use in black-and-white print advertisements in magazines and for B&W collateral, such as brochures, pamphlets, cards, etc., which have higher reproduction values than newspapers, and when the ads/collateral are not in full color. It is **not** intended for use at Covered Venues. You should use the color logos whenever possible as it most accurately reflects the brand and builds consumer recognition.

Logo Usage On Websites and New Media (Internet/Electronic Marketing):

The full-color logo should be used in all instances in electronic or digital materials.

Descriptive Copy To Explain Humane Certified™ In Collateral & On Your Website:

Under your Certification Agreement, you are authorized to use the certification mark with explanatory language as shown below:



Under your Certification Agreement, you are authorized to use the plain text certification mark **Humane Certified™** in narrative descriptions of your Covered Venues. When you use the plain text mark, you should include the trademark symbol (™) on your first use of the mark. You should always use the mark with some manner of typographic accentuation that visually identifies the phrase as a trademark, such as with bold font, all-caps, or small-caps presentations. You must always use the full mark, not an abbreviation, and you must never use the mark as a noun, but rather as an adjective.

The following are examples of correct usage of the plain text Certification Mark:

- Acme Zoo has been awarded the coveted **Humane Certified™** certification mark for the care and welfare of the animals at its park that meet American Humane's rigorous certification standards.
- The **HUMANE CERTIFIED** certification program has certified that Acme Aquarium meets American Humane's rigorous certification standards for the care and welfare of the animals at its park.

Whenever you use the logo of the Certification Mark or the plain text Mark, whether on your website or in your marketing collateral, we ask that you use the following boiler-plate language to describe the **Humane Certified** Certification Program:

The **Humane Certified** certification mark is owned by, and used under agreement with, American Humane, a non-profit organization founded in 1877. For information about the **Humane Certified** program, visit www.americanhumane.org.

In Setting Up Your Website:

You should insert an html "hot link" to the www.americanhumane.org website in the last sentence of the full-text version of the above statement on your website, and you should have your webmaster set the link to open in a new window when someone clicks on it so that your site stays on their screen as well.

Logo Types Included In These Folders & Their Use:

The electronic folders accompanying this memo contain electronic files with the logos of the design mark. For the logos whose file names end in the following extensions, use them as indicated here:

- **PNG** – Best for website and also inclusion in Microsoft documents and printed collateral. These files are interchangeable with applications where you might have been using JPG files. For printed materials, EPS files are often the best solution as they are higher resolution and provide more flexibility when resizing the logo when using advanced graphics programs.
- **JPG** – JPG is an older standard for web and graphics use, and allows for using the logo in animation, but we recommend using the newer PNG standard for web applications as it produces better resolution. If you run into problems viewing the PNG files on the web using older browsers, you can replace them with these JPG images.

- **EPS** – these are higher resolution art files for your marketing department or marketing agency use in developing collateral etc. that require higher resolution. Special graphics applications are required to open and use these logo formats. These logos are scalable to any size.

Display of Certificate of Approval:

You may display your current, in-force Certificate of Approval at your operation's headquarters office, as well as copies at the offices of any of your Covered Venues. **Questions About Logo Usage?**

Whenever you have questions about American Humane's marks usage requirements, or any aspect of your marketing and promotion of your certification status, please contact Jill Nizan at 202-677-4237 or email at jilln@americanhumane.org to discuss. We're here to help.