



AUTHORIZED VENDOR RULES AND REGULATIONS

Before anyone can manufacture, make, copy, design, display, sell, offer to sell, distribute or offer to distribute any good, merchandise, paraphernalia (“goods”) owned by or relating to OPPF symbols, trademarks, service marks or logos, including but not limited to the marks listed below, and as amended from time to time, the OPPF must grant them a license for such use. The license classifies the vendor as an Authorized Vendor (“Vendor”).

Each potential vendor must complete a Vendor Application, and upon acceptance as a Vendor, must display its Certificate of License at all times when selling goods bearing the OPPF marks.

The license is non-exclusive, non-transferable and revocable if Vendor violates the conditions, rules and regulations herein, and as amended. In addition, the OPPF reserves all other legal courses of action available to it in the event of any violation or breach.

The Vendor also understands that the “Intellectual Property” is a valuable property right and Vendor agrees at all times to sell and to create goods using the foregoing LICENSED MARKS with a high standard of quality and good taste as determined by the OPPF. Vendor grants to the OPPF the right to inspect Vendor’s goods at any time during a public event, as well as during reasonable hours at Vendor’s place of business, and at Vendor’s place of manufacture and storage to insure that proper quality and control procedures are in effect, and that Vendor is properly using the OPPF LICENSED MARKS. In addition, at all times Vendor shall observe the OPPF instructions and rules with respect to its use of LICENSED MARKS. Vendor shall submit a representative sample of all goods and packaging to the OPPF National Headquarters or its duly assigned representative at least two months prior to distribution or sale for approval and any time thereafter upon request. OPPF reserves the right to, at any time, either suspend or revoke such license, or levy a fine, at OPPF sole discretion, for noncompliance of this paragraph. Further, Vendor shall guarantee any and all goods it sells to its members, and shall remit a refund or acceptable adjustment to its members for any defective goods it sells.

OPPF reserves the right to approve the manufacturer, the method of distribution, marketing and packaging (collectively referred to herein as “distribution”) of all goods to its members prior to such distribution. The OPPF also reserves the right to refuse the sell of certain goods associated with its marks. The basis for refusal includes, but is not limited to, those goods that are not, in the OPPF sole judgment in good taste, are immoral, tarnishes the OPPF good name, cause derision, ridicule, harassing, demeaning, are controversial, political or that violates any rule, law or statute upon which the OPPF is organized and chartered.

Any good(s) bearing the name(s), likeness(es) or visual depiction(s) (whether by drawing, photo or other visual means), when associated with the OPPF or its founders are prohibited without prior written approval as further stated below.

The license authorizes the Certified Vendor to sell the approved goods to financially active members of the OPPF, which may be evidenced by presenting a current membership card issued by the OPPF. Sales may also be made to family members and friends of and for OPPF members. Such sales may be made only at approved OPPF functions which include regional conferences, national conferences, state and local meetings. It is contrary to the OPPF policy to sell any goods related to the OPPF to the general public through catalogs, internet bidding sites such as eBay, Amazon.com and the like, and through other mail devices that are circulated to the general public.

The Vendor acknowledges and agrees that said license is limited to the use detailed herein, and does not include any other rights including, but not limited to, movie; video; sound recordings; internet or any other multimedia transmissions or recordings; Social Network Sites; books; screenplay or any other literature concerning, directly or indirectly, the OPPF; or its image or OPPF history without separate prior written approval.

The Vendor acknowledges the validity of the OPPF right, title and interest in and to the intellectual property referred to herein and those yet to be created, including the OPPF right to register in its name any and all of said intellectual property under the laws of any jurisdiction.

The Vendor acknowledges and agrees to assign to OPPF all rights, title and interest in any mark, design, slogan, copyright, text, sound recording, video or any other intellectual property created on behalf of or made as a result of its association with the OPPF, its members or its existing intellectual property.

The Vendor also acknowledges that the OPPF EXPRESSLY FORBIDS THE USE AND SALE of certain items which are to be provided, whose list may be amended at the OPPF discretion without prior notice.

Also, these symbols shall not bear or include any of the OPPF trademarks, service marks, or logos. If we discover that you have violated this mandate, your license will be automatically terminated without further notice and you may be subject to a trademark infringement lawsuit. Please take this notice very seriously.

The Vendor also acknowledges the validity of the OPPF right, title and interest in and to the goods(s) sold bearing the OPPF mark shall survive such sale, and the ultimate ownership in the good shall reside in the OPPF. Thus, any subsequent sale of the good(s) by another may be challenged and /or prohibited per the OPPF sole discretion.

Vendor also acknowledges and agrees that OPPF has the right to forbid Vendor from selling goods bearing the logo, mark and/or reference to another Greek lettered organization at any of OPPF meetings, conferences, conclaves or events if Vendor cannot provide written authorization from that organization granting him/her the right to do so.

All Authorized Vendors are required to prominently post, on *each* web page or other internet or social media page or other publication in which the sale of goods bearing OPPF Licensed Marks is promoted, the following language: “[Name/Company] is an Authorized Vendor for Omega Psi Phi Fraternity, Inc. For inquiries, visit www.oppf.org”

Please note that the right to sell goods/merchandise bearing the name(s), likeness, or reference to OPPF Founders, or Past or Present Grand Basileus is explicitly prohibited without prior separate written permission