



**MIAMI-DADE COUNTY, FLORIDA**  
**DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES**  
**BOARD AND CODE ADMINISTRATION DIVISION**  
**PRODUCT CONTROL SECTION**

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 miamidade.gov/economy

**PRIVATE LABELING AGREEMENT**  
**(for use with Notice of Acceptance (NOA) Application)**

Date: \_\_\_\_\_

This agreement is made by and between the Department of Regulatory and Economic Resources of Miami Dade County, (herein called RER), and, \_\_\_\_\_ (herein called the manufacturer) and \_\_\_\_\_ (herein called the private labeler), for product(s) \_\_\_\_\_ (herein called the product) submitted by the applicant for a Notice of Acceptance (herein called NOA).

**Conditions of the Agreement**

1 The manufacturer agrees to make or cause to make the product and label it with the private labeler's name or identification as indicated herein.

| <b>Manufacturer</b>       |                                    | <b>Product Description</b> | <b>Private Labeler</b>    |                                    |
|---------------------------|------------------------------------|----------------------------|---------------------------|------------------------------------|
| <b>Product Trade Name</b> | <b>Product Identification Mark</b> |                            | <b>Product Trade Name</b> | <b>Product Identification Mark</b> |
|                           |                                    |                            |                           |                                    |
|                           |                                    |                            |                           |                                    |
|                           |                                    |                            |                           |                                    |

- 2 The private labeler, upon execution of this agreement, shall apply to obtain an NOA (as a new product) from RER.
- 3 The private labeler shall assume full responsibility for the use, installation, design, material, workmanship and operation of the product or the quality of the service rendered, as well as any conditions set within the NOA.
- 4 The manufacturer shall provide the private labeler with adequate instructions for the proper installation, and operation of the product. The manufacturer also shall assist the private labeler in issues regarding the quality assurance program as they might relate to the manufacturing of the product.
- 5 The private labeler shall: (1) provide the user with adequate instructions for the proper installation, and operation of the product(s); (2) provide adequate facilities for repair of the product and supply replacement parts; (3) provide services to ensure proper installation, inspection or maintenance for products of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance; (4) submit to this Office all corrective action requests from RER related to the quality assurance program for the product.
- 6 Neither the manufacturer nor the private labeler shall make changes of any nature to the product.
- 7 The private labeler shall not use the Miami-Dade name for any advertising, sales, or promotional purposes or in any way whatsoever that could imply approval or listing of the private labeler or of any other products not covered by this agreement.
- 8 The private labeler shall not remove, conceal or in any way alter the Miami-Dade County mark or name on the product and shall not place or display the Miami-Dade County mark or name upon any other products unless such other products are covered by separate agreement with RER.

**PRIVATE LABELING AGREEMENT (cont'd)**

- 9 The NOA does not imply or express any warranty of any kind with respect to the product identified herein, and Miami-Dade County does not assume any responsibility whatsoever for any defects, failure in service or patent infringement.
- 10 The manufacturer or private labeler may at any time withdraw from the terms of this agreement by so notifying RER in writing and, as applicable, also notifying the manufacturer or private labeler respectively. RER reserves the right to notify the public in general and/or any appropriate party if, in its sole judgment, the product is found to present an unusual danger or hazard. Nothing herein shall impose a duty of any kind on Miami-Dade County.
- 11 Changes to the Florida Building Code may cause the cancellation of this agreement and /or removal of the NOA.
- 12 This agreement is not transferable to another party.
- 13 Failure to comply with any and all of the terms and conditions of this agreement or unsatisfactory performance of product or unsatisfactory results in meeting requirements of re-examination or unsatisfactory quality control of use of product, may result in the removal of the private label agreement and/or the NOA.
- 14 This agreement is subject to all limitations of liability available to Miami-Dade County under applicable law.

| <b><u>MANUFACTURER</u></b>  | <b><u>PRIVATE LABELER</u></b>   |
|---|---|
| _____<br><i>Name</i>  | _____<br><i>Name</i>  |
| _____<br><i>Title</i><br><small>(must be an officer of the corporation)</small>   | _____<br><i>Title</i><br><small>(must be an officer of the corporation)</small>   |
| _____<br>Address  | _____<br>Address  |
| _____<br>Signature  | _____<br>Signature  |
| Before me this day _____, personally appeared _____, who, being first duly sworn, deposes and says that all information submitted herein is true and correct. | Before me this day _____, personally appeared _____, who, being first duly sworn, deposes and says that all information submitted herein is true and correct. |
| My Commission Expires: _____  | My Commission Expires: _____  |
| _____<br>Notary Public (seal)   | _____<br>Notary Public (seal)   |

Issuance of a NOA under the applicant's name, listing the private labeler, constitutes an acceptance of this agreement by RER.