

Halal Monitoring Services

A Service of Shariah Board of America | Rahmat-e-Alam Foundation A non-profit 501(c)(3) organization registered in the State of Illinois WEB: www.hmsusa.org | EMAIL: info@hmsusa.org MAIN OFFICE

7045 N Western Ave Chicago, IL 60645 Tel: (773) 764-8274 Fax: (773) 764-8274 NY OFFICE

37-04 58 Street Woodside, NY 11377 Tel: (718) 426-3454

Application for Halal Monitoring and Certification Business Name DBA USDA # IF APPLICABLE IF APPLICABLE Type Retail SELECT MULTIPLE Slaughterhouse Processor Distributor Restuarant Store Registration Sole LLC **C**-Corporation S-Corporation Partnership SELECT ONE Proprietor **Business Owner Information** First Last Middle Name Name Initial Email Phone Address Number **Authorized Person** Title/ Position First Last Middle Name Name Initial E-mail Phone Address Number **Physical Address** Street Address City State **Zip Code** Mailing Address IF APPLICABLE Street Address City State Zip Code

M/-1 '1	Business Contact Information					
Website						
Primary Phone	Secondary Phone	Fax Number				
E-mail Address						
	Partners if Applicable					
Full Name		Signature				
Phone Number	E-mail Address					
Full Name		Signature				
Phone Number	E-mail Address					
Full Name		Signature				
Phone Number	E-mail Address					
Full Name		Signature				
Phone Number	E-mail Address					
Full Name		Signature				
Phone Number	E-mail Address					
	Official Use Only					
Received By		Date				
Documents Received	Additional Comments					

Section D Retailer

IF YES, FILL OUT	Certifying Bo	ody Informa	tion				
DBA							
First Name			Last Name		Midd Initi		
Email Address			Phone Number				
Street Address							
City	State			Z	Zip Code		
	Business Ho	urs					
	Sun	Mon	Tues We	d Thurs	Fri	Sat	
	Sales			Legend:	Dy: DAILY Wk: W	VEEKLY M: MONTH	
	22222			-	63		
How mucl meat is sold		Frequency	Goat/Lamb	Frequency	Chicken	Frequency	
APPX. IN LBS	5.						
ho are the su	ppliers of the mea						
	Supplier	USDA Plant ID #	Contact Name/Phone	Meat Type	Quantity	Frequency	
1							
2							
3							



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MAIN OFFICE

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Terms and Conditions

- Halal Monitoring Services ("HMS") and the undersigned business agree as follows.
- 2. This agreement expires one year after it is executed. The agreement will also terminate, immediately, in the event: (a) the owner of the business at the time the agreement was executed is no longer the owner; or (b) HMS sends written notice to the business. For purposes of this provision, HMS's written notice shall be deemed sent on the day HMS places it into the Certified Mail for the United States Postal Service for delivery to both the business and the owner listed on this agreement.
- As used in this agreement, the term "halal meat products" refers to chicken, goat, lamb, veal or beef, as well as any other type of halal meat or poultry, in either whole or processed form.
- HMS grants, for as long as this 4. agreement is effective, the business the right to use HMS's known and valuable trademarks, including but not limited to the terms 'HMS Certified, 'Shariah Board Certified,' 'Shariah Board Approved', to advertise the business as meeting the standard for HMS's certification for halal meat products or other certified products. Upon expiration or any termination of this agreement, the business agrees to immediately cease using HMS's trademarks. Furthermore, upon expiration or any termination of this agreement, the business shall immediately destroy all products, signage or other materials that refer to HMS in any way.
- 5. Submission of the attached application for Halal monitoring and

certification ("the application") does not represent nor imply acceptance by HMS in any way.

- HMS reserves the right to reject the application at its sole discretion, with or without cause and with or without providing an explanation.
- 7. The business and all related parties release HMS and its officers, members and representatives from any liability related to any and all damages sustained by the business, directly or indirectly, due to any act of or decision (rejection, revocation, etc.) made by HMS.
- HMS will provide a certificate bearing HMS's seal and representing that the business meets HMS's halal meat standards and ingredient standards (if applicable). The business and/or its owner must relinquish this certificate to HMS immediately upon expiration or any termination of this agreement. The business may not dispose of or destroy this certificate on its own accord.
- 9. The business agrees that it will not sell any meat products, except products sourced from suppliers approved by HMS in writing, as per HMS's Certified and Monitored Listing. If at any point HMS discovers the business sold or offered for sale a meat product sourced from elsewhere, HMS may terminate this agreement immediately upon giving either verbal or written notice to the business.
- The business grants HMS representatives unfettered access to inspect the entire business premises (including any and all business premises used by the business) at any time. Further as part of such

inspection, HMS representatives have the right to search for and review (or copy) any invoices that are present on the business premises. And, the business must respond to any request from HMS to provide all records concerning all halal meat purchases and sales, by providing all such records within 7 days of the request. Furthermore, as part of the inspection, HMS representatives have the right to search for and review (or copy) any invoices that are present on the business premises. Invoices and other collected material will be considered confidential and will be used by HMS official purposes only.

- The business agrees to inform HMS within 3 business days if

 (a) the business employs a new slaughterer; and within 30 days if
 (b) the ownership of the business is changed in any way; or (c) the physical location of the business changes or the business adds a new physical location for doing business.
- The business consents to HMS listing the business on HMS's website and any of the affiliated links. The Business agrees to allow HMS to make public announcements in case of approval, termination or revocation.
- 13. If the business is a slaughterhouse or engages in slaughtering meat or poultry, it agrees to: use only Sunni Muslim slaughterers that have been trained to meet HMS's halal meet certification standards; grant HMS representatives the right to question slaughterers or butchers at the business premises at any time; complete and return to HMS within 7 days forms HMS provides titled "Production Record".



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Terms and Conditions (continued)

14. This agreement is to be renewed for an additional effective date of one year on an ongoing basis. This agreement is to be renewed once a year for which necessary documentation shall be provided to HMS 15 days in advance of the expiration. Fifteen days after the expiration of the agreement, and immediately upon any termination of this agreement, including revocation, HMS may publicize, including but not limited to using a widely disseminated press release and conspicuous statements on its own website, or any affiliated links, that HMS no longer certifies the business.

15. The business may not assign this agreement without HMS's written consent. This agreement may not be modified, altered or amended without written agreement of all parties. If any term is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. If any clause of this agreement is rendered unenforceable due to any particular law, this agreement will be amended with the applicable terms and conditions

- 16. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this agreement.
- 17. A 30 day notice is required in case of voluntary withdrawal from this agreement by the business.

