



**Non-Commercial License Agreement  
For ACA Business Affiliates**

American Camping Association, Inc. ("ACA") hereby grants to the party whose full name and address are set forth below ("Licensee") the non-exclusive, non-assignable right to use ACA's CAMP GIVES KIDS A WORLD OF GOOD® logo (shown at the top of this page, and hereinafter referred to as the "Logo") in connection with the promotion of Licensee's camp-related products and services. This license is conditioned upon Licensee's continuous compliance with the following terms and conditions:

1. Licensee shall not transfer or assign this license, or sublicense any of its rights to use the Logo, except with the prior written consent of ACA.
2. Licensee shall use the Logo in the form shown at the top of this page, including notice of ACA's rights in the Logo (such as "®", "©", "TM" and/or "SM") as directed from time to time by ACA, and may not alter or change that Logo in any way. Licensee may display the Logo in any single color or in a multiple color scheme. However, if the Logo is used in more than one color, a lighter color shall be used for the dots on the right and left borders of the Logo as well as for the sun and rays making up the letter "o" in the word "world" in the Logo.
3. Licensee shall display its name and/or its own logo on all products displaying the Logo.
4. Licensee may display the Logo on brochures, advertisements, and other promotional materials in connection with the promotion of its camp-related products and services, and may also display the Logo on the products which it gives away without charge. Licensee SHALL NOT SELL OR CHARGE ANY FEE for any products bearing the Logo.
5. All of the products listed that are produced by Licensee bearing the Logo and all of the services provided by Licensee that are identified by the Logo shall be of the highest quality and in harmony with the goals and images promoted by ACA. ACA shall have the right to review and approve all products, services, advertisements and promotional materials and items identified by the Logo, without prior notice to Licensee, in order to verify compliance with such standards.
6. Licensee has read and understood, and shall comply with, the additional terms and conditions listed on the reverse side of this page and incorporated into this Agreement.

By signing below, ACA and Licensee hereby agree to all of the terms and conditions of this Agreement.

ACA:  
AMERICAN CAMPING ASSOCIATION, INC.  
5000 State Road 67 North  
Martinsville, Indiana 46151-7902

Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:  
Printed: Tom Rosenberg  
Title: President/Chief Executive Officer

Signed: \_\_\_\_\_  
(Authorized Representative)

Printed: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Member Number: \_\_\_\_\_

Title: \_\_\_\_\_

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

## ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

**7. Term.** This Agreement shall remain in effect until either: (i) terminated because Licensee is no longer business affiliate of ACA, effective immediately without notice from ACA, (ii) terminated by Licensee or ACA sixty (60) days after written notice to the other party, or (iii) terminated by ACA following Licensee's breach of this Agreement and failure to cure such breach to ACA's satisfaction within thirty (30) days following receipt of written notice of breach from ACA. Upon termination of this Agreement for any reason, Licensee will immediately discontinue all use of the Logo in any manner (whether in word format or design/logo format), including all use of any mark which is a colorable imitation thereof or is confusingly similar thereto.

**8. Ownership of the Logo.** Licensee acknowledges ACA's ownership of the Logo (in any design or logo, and including the words alone without any design or logo), and shall do nothing inconsistent with or challenging such ownership. All use of the Logo by Licensee shall inure to the benefit of ACA. Nothing in this Agreement shall give Licensee any right, title or interest in the Logo other than the limited right to use the Logo in accordance with this Agreement. Licensee shall not, during the term of this Agreement or thereafter, either: (1) dispute or contest ACA's title to or any rights in the Logo; or (2) file any applications to register the Logo (or any mark which is a colorable imitation thereof or is confusingly similar thereto) in any jurisdiction in the world.

**9. Infringement Proceedings.** Licensee shall promptly notify ACA of any unauthorized use of the Logo (or any colorable imitation thereof) as soon as it comes to Licensee's attention, and shall inform ACA of the circumstances regarding such unauthorized use. ACA shall have the sole right and discretion to institute actions for infringement and/or unfair competition against such parties, and to take any other actions necessary to terminate such unauthorized use(s). Licensee hereby authorizes ACA to add Licensee as a party plaintiff to any action which Licensee brought to ACA's attention, if deemed necessary or desirable by ACA's counsel. Prosecution of such actions will be at ACA's sole expense, and all recoveries in such actions will belong solely to ACA.

### **10. Indemnity.**

a. Licensee shall indemnify, defend and hold harmless ACA, its directors, officers, employees and agents (each an "Indemnified Party") from and against any and all losses, damages, claims, injuries, demands and liabilities, and all costs or expenses relating thereto (including reasonable attorneys fees), incurred in connection with or arising out of Licensee's Services under this Agreement or other activities of Licensee under this Agreement; provided, however, that this Section 10 shall not apply to losses, damages, claims, injuries, demands and liabilities arising out of any act or omission by any Indemnified Party which constitutes the sole negligence, willful misconduct or gross negligence of any such person or persons.

b. Each Indemnified Party shall notify Licensee in detail of each claim for which indemnity may be sought hereunder, promptly after such claim has been brought or asserted against Indemnified Party. Such Indemnified Party shall have the right, at its option, to participate in the compromise or defense of such matter, at its own expense and by its own counsel; provided, however, that under no circumstances shall such Indemnified Party compromise any such matter without the prior written consent of Licensee (which consent shall not be unreasonably withheld).

c. ACA shall indemnify, defend and hold harmless Licensee from and against any and all losses, damages, claims, demands and liabilities directly resulting from any third party claim that Licensee's use of any of the Logo infringes or violates the trademark, or copyright, or other proprietary rights of such party (a "Covered Claim"); provided, however, that Licensee must promptly notify ACA in writing of any Covered Claim and fully cooperate with ACA in defending any Covered Claim. ACA shall be entitled to select and use counsel of its choice in defending any Covered Claim, and shall have sole control of the defense of any Covered Claim and of all related settlement negotiations. This Section 10(c) shall not apply to any claim that is based upon any use of the Logo by Licensee other than in compliance with this Agreement.

**11. Remedies.** Licensee acknowledges that any use of the Logo other than in accordance with this Agreement will cause irreparable damage to ACA. Therefore, in the event of any such breach or threatened breach of this Agreement by Licensee, ACA shall be entitled, in addition to and not in lieu of damages, to specific relief including without limitation an injunction preliminarily enjoining any such breach or threatened breach, and to recover its reasonable attorneys fees and costs incurred in connection therewith.

**12. Miscellaneous.** Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers, principal and agent or franchisor and franchisee. Neither party is authorized to assume or undertake any obligation of any kind, express or implied, on behalf of the other party. This Agreement shall not be amended, modified or altered except by written instrument duly executed by both of the parties hereto, except as otherwise provided herein. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. If any provision of this Agreement (or any portion thereof) is found to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns; provided, however, that Licensee may not assign any of its rights or obligations under this Agreement without ACA's prior written consent. Any change in controlling ownership interest in Licensee shall be deemed an assignment, unless otherwise agreed in writing by ACA. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. All actions arising out of this Agreement may be brought only in a state or federal court located in Marion County, Indiana, and the parties hereby consent to the jurisdiction and venue of such courts for purposes of such actions. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings whether written or oral, and the same shall be deemed to have been merged into this Agreement.

## Exhibit A Licensed Products

Aqua Socks	Note Cards
Bandanas	Paperweights
Bathing Caps	Pencils
Binder Covers	Pennants (paper)
Book Ends	Pens
Bumper Stickers (and other signs for vehicles)	Portfolios (paper)
Calendars	Posters
Caps and Visors	Pre-packaged Cards
Flags (paper)	Shorts
Flip-flops	Signs (printed paper)
Hiking Boots	Socks
ID cards for luggage	Sweats
Jackets	T-shirts
Mugs	Water Bottles
Night Shirts & Pajamas	