



## ASA MEMBER LOGO LICENSE AGREEMENT

This Agreement is made between **Aviation Suppliers Association, Inc.** of **2233 Wisconsin Avenue, NW, Suite 503, Washington, DC 20007** (hereinafter “Licensor”) and

\_\_\_\_\_ (“Licensee”). ***(Please be sure to include your company name and complete address in the space provided above)***

The parties acknowledge Licensor, Aviation Suppliers Association is the owner of all rights, title and interest in the “Aviation Suppliers Association Member” logo (hereinafter “Logo”). Licensee \_\_\_\_\_ has paid a fee for membership in Licensor’s trade association and use of the Logo is a privilege of such membership, but is not the only privilege of membership. The parties recognize that a member of Licensor’s trade association who does not use the membership Logo has still received full value and consideration for its membership dues by virtue of the other benefits associated with membership.

Licensor hereby grants to Licensee a worldwide, revocable, non-assignable, non-exclusive license to use the Logo on their advertisements, business papers, business cards and other promotional materials, including use as a stamp or as a sticker.

Licensee shall not use the Logo in any manner or context that has a tendency to mislead the public or the industry. Misuse of the Logo shall cause this agreement to terminate as of the date of the misuse, or on any other date after that, at the option of the Licensor.

Licensor shall have the right to require the Licensee to verify how the “Aviation Suppliers Association Member” logo is being displayed, in which case Licensee shall provide Licensor with such examples of use as may satisfy Licensor’s request. The Licensor shall have the right to require the Licensee to cease and desist from displaying the “Member Aviation Suppliers Association” in any circumstance that appears to violate this agreement or otherwise offend Licensor.

Licensee shall not alter the dimensions or appearance of the Logo, except that Licensee may reproduce the Logo in any size that meets the needs of Licensee.

Licensee and Licensor may each terminate this agreement at will. Licensor may terminate this contract following the release of a new edition of the ASA Logo Licensing Agreement, in which case Licensee may choose to sign the new agreement if it remains eligible to do so. This Licensee shall terminate immediately if Licensee fails to maintain its membership with the Aviation Suppliers Association.

Upon the termination of this Agreement for any reason, Licensee shall immediately discontinue the use of the Logo and discard all copies of it unless Licensee and Licensor sign a replacement agreement that permits the use and retention of such material. In this context, discontinue and discard shall include, but not be limited to:

- Licensee shall immediately remove the Logo from display in/on any of Licensee’s facilities, including physical
- locations, websites, and any other sites at which Licensee has placed or published, or has authorized to be placed
- or published, the Logo;
- Licensee shall destroy all stationery, promotional material, business cards, or other material on which Licensee has published the Logo.

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