

**UNITED STATES AND CANADA
NON-EXCLUSIVE LICENSE AGREEMENT**

This Non-Exclusive License Agreement is made as of the ____ Day of _____ by and between Gold Wing Touring Association, Inc., a not for-profit corporation organized and existing under the laws of the State of Indiana, whose mailing address is PO Box 42403, Indianapolis, IN 46242 (hereinafter referred to as "Licensor"), and –

Name and Address of Licensee Phone Numbers (voice/fax) Email address

Name	Voice Phone
Address	Fax Phone
City/State/Zip (hereinafter referred to as "Licensee")	Email Address

WITNESSETH:

WHEREAS, Licensor is the proprietor of the logos, service marks, and trademarks more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; which logos, service marks and trademarks are hereinafter collectively referred to as the "trademarks", and

WHEREAS, Licensee desires to use said trademarks in connection with the promotion of its products and/or services;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements hereafter contained, the parties agree as follows:

- **License.** Licensor grants to Licensee the non-exclusive, personal and non-transferable right and license to use the trademarks within the boundaries of the United States of America and Canada for the uses hereafter set forth.
- **Term of License.** The term of this license shall be for the calendar year 2004, commencing as of the date first set forth above.
- **Fees.** The Licensee agrees to pay Licensor for and in consideration of the use of the trademarks, marks and logo's, a yearly fee of:
 - a. Chapters \$ 50.00
 - b. States/Provinces \$100.00
 - c. Regions \$150.00
 - d. Commercial Vendors \$300.00

which utilize the trademarks, marks, and logos. Such fees shall be paid yearly to the Licensor. Payment is due on or before January 31 of the calendar year for which the license is granted.

1. Use of Trademarks. Licensee represents and warrants to the Licensor that it will use the trademarks only for the following purposes and only in connection with the following products and services:

2. Ownership. Licensor represents that it is the owner of the trademarks and guarantees pattern and product style protection as to all products bearing such trademarks on products produced by Licensee which have been approved, in advance, by Licensor. Licensee shall indicate, on or in all products produced and all advertising or other materials relating thereto, that the trademark appearing thereon is the property of the Licensor and shall place on such trademark markings to indicate that it is legally protected.

3. Display of License. The Licensee shall have in its possession at all time and placed where its goods and/or services are displayed or otherwise available to members of Licensor or the general public for purchase, use or consumption, a copy of this License Agreement or certificate. The failure to provide a copy of this License Agreement or certificate upon demand by any officer of Licensor, or any officer of any chapter of Licensor shall result in immediate suspension of this License and the immediate termination of any right to continue to display any such merchandise bearing the trademarks for which this License is granted.

4. Default. In the event that Licensee shall:

- a) Fail to update license agreement yearly;
- b) Pay any sum due at the time such sum is due;
- c) Engage in any misleading or deceptive advertising or any violation of a consumer protection statute enacted by the federal, state or local governments;

- d) With respect to any product produced by Licensee, if such product or service violates any "sample", drawing or prototype which has been the basis of the Licensor's approval;
- e) Advertises or suggests that any product has been endorsed, supported or recommended by Licensor;
- f) Conducts itself in any manner, advertises any product, or otherwise associates itself in such manner as to cause Licensor to be viewed by the public in an unfavorable light or subjects Licensor to any fine or penalty imposed by any agency of the federal, state or local government, or
- g) Files for protection under the federal bankruptcy act, or other debtor protection law, federal or state, or makes assignment for the benefit of its creditors;

then this agreement may be terminated by Licensor on thirty (30) days notice.

5. Indemnity. The Licensor assumes no liability to the Licensee or to third parties with respect to the performance or other characteristics of any goods manufactured or sold by Licensee utilizing the trademarks or to the use of the trademarks in the territory for which this License is granted and Licensee hereby indemnifies and holds harmless Licensor against all losses, damages and expenses, including attorney fees, incurred as the result of or related to claims of third persons involving the manufacture or sales of any good bearing such trademarks.

6. Assignments. This agreement and/or the license granted herein may not be assigned by Licensee without the prior written permission of Licensor which permission may be withheld by Licensor for any reason, or for no reason.

7. Binding Agreement. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

8. Governing Law. This agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. Any action brought to construe any provision hereof shall be brought in a court of general jurisdiction within the State of Indiana or within a federal jurisdiction setting within the State of Indiana.

9. Entire Agreement. This agreement contains the entire agreement between the parties and all prior discussions, negotiations, or understandings are hereby merged herein. This agreement may not be modified except by a writing signed by the parties hereto. No extension of this agreement shall be effective unless and until reduced to a writing signed by each party hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above mentioned.

GOLD WING TOURING ASSOCIATION (a non-profit corporation)

BY: _____
Signature or Representative -- Gold Wing Touring Association

GWTA License Representative
Title

Licensee: _____
Person Name/Company Name of Licensee

BY: _____
Signature or Representative of Licensee

Title

List of Logos, Service Marks and Trademarks covered by this Agreement:

**WORLD LOGO
GWTA
GOLD WING TOURING ASSOCIATION
DESTINATION FRIENDSHIP
USA - GWTA FLYING WING
USA - GWTA SAFETY LOGO
CANADA - GWTA FLYING WING
CANADA - GWTA SAFETY LOGO**