

This document was prepared for a specific purpose and as a general guideline for preparation of similar documents. This document relates to use of Chapter logos, **not** to any logos, trademarks or service marks which are the intellectual property of the Association of Legal Administrators. Consult your chapter's legal counsel prior to using this form to ensure it is suitable for the intended purpose.

CHAPTER LOGO USE AGREEMENT

This Logo Use Agreement (the "Agreement"), effective _____ (the "Effective Date"), is made and entered into by and between the _____ Chapter of the Association of Legal Administrators ("Chapter"), a/an _____ not for profit corporation, with its principal place of business at _____, and _____, a Business Partner ("BP") of the _____ Chapter, a _____ corporation with its principal place of business at _____, referred to herein as "the Parties."

RECITALS

- A. Chapter warrants and represents it has designed a special logo ("Logo") for use by vendors. A copy of the logo is attached hereto as Exhibit A.
- B. Chapter warrants and represents it has the right and power to license the Logo to BP for the uses contemplated by this Agreement.
- C. BP is entitled to use the Logo on approved items as defined in Article II, Section 2.2, below.
- D. It is the desire and intention of the Parties that BP be permitted to use the Logo in connection with marketing its services and products.
- E. Chapter has no authority to authorize use of any logos, trademarks or service marks which are the intellectual property of the Association of Legal Administrators (ALA). BP is expressly prohibited from using the intellectual property of ALA without ALA's written permission.

In consideration of these recitals, which are incorporated in and made part of this Agreement, the mutual promises of the Parties, and in appreciation of the continued support of the Chapter by BP, it is agreed by and between the Parties as follows:

ARTICLE I USE OF LOGO

Subject to the terms and conditions of this Agreement, Chapter grants to BP and BP accepts a royalty-free, nonexclusive, nontransferable, and nonassignable license to use the Chapter Logo. This license shall remain in effect for the period of one (1) year

from the Effective Date of this Agreement. BP agrees to promptly discontinue use of the Logo upon termination of this Agreement.

Section 1.1 Avoiding Confusion. BP shall not use the Logo in any manner that would reasonably suggest or imply to any third party that BP is owned or operated as part of or in a joint venture with Chapter. BP's agents or employees will not state or imply that Chapter endorses BP's products or services and, in accordance with Chapter's guidelines, Chapter cannot state or imply that it endorses a company, its programs, products or services.

Section 1.2 No Similar Marks. Except as otherwise permitted by this Agreement, BP shall at no time adopt or use, without the prior written approval of Chapter, any word or mark which is likely to be similar to or confusing with the Logo.

Section 1.3 Exclusion of Type of Promotion. BP agrees that Chapter does not allow mailings or advertising regarding the promotion or sale of any tobacco product, beer, wine or other spirits; any income or investment opportunities; any fund-raising effort or for lobbying for or against legislation.

ARTICLE II QUALITY OF SERVICES

Section 2.1 Maintaining High Quality. BP shall maintain the quality of the goods and services offered under the Logo at a level that meets or exceeds the general quality standards applicable at BP's business.

Section 2.2 Required Chapter Review of BP Logo Use. By way of example only, the Logo may be used on the following BP advertising and solicitation materials: _____. The Logo may not be altered in any fashion and may only be used for the period of this Agreement. No additional language or slogans may accompany the Logo. When the Logo is used electronically, it may include a hyperlink to the Chapter's Web site, www._____. Chapter shall review and provide written approval, which shall not be unreasonably withheld or delayed, of all items which contain the Logo. The Chapter's President shall perform all reviews and grant all approvals. Requests for permission to use the Logo on advertising and solicitation materials not identified above, shall be directed to the Chapter as outlined in Article IV, Section 4.3 of this Agreement. Any use of the Logo after the period of this Agreement will result in loss of future use of the Logo.

ARTICLE III NO LIABILITY ASSUMED; INDEMNIFICATION

Section 3.1 Indemnification. BP hereby indemnifies, shall defend and hold Chapter harmless from any claim, action, liability or loss incurred as a result of its negligence or willful misconduct hereunder. BP shall indemnify and hold Chapter harmless from any action resulting from any violation of law relative to the marketing by BP and sale of products or services by BP to Chapter members. Chapter assumes no

liability to BP or to third parties with respect BP's use of the Logo. BP shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Chapter in connection with or arising from any such claim, suit, action, or proceeding.

Section 3.2 Survival. The provisions of this Article III shall survive termination of this Agreement.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

Section 4.1 Successors and Assigns. BP may not assign its rights or delegate its duties under this Agreement without the prior written approval of Chapter (which may be granted or denied in Chapter's sole discretion). Chapter may assign its rights under this Agreement to any affiliate of Chapter. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

Section 4.2 Applicable Law. This Agreement and the rights of the Parties hereunder shall be construed and enforced in accordance with the laws of the state of _____, and shall be deemed for all purposes to be made and fully performed in _____. Any reported misuse or abuse of the Logo will result in BP's loss of its right to reference or use the Logo until the issue has been resolved to the satisfaction of Chapter.

Section 4.3 Notices. All notices or other communications required or permitted to be given hereunder shall be (as elected by the party giving such notice): (i) personally delivered to the party; (ii) transmitted by postage prepaid certified mail, return receipt requested; or (iii) transmitted via overnight carrier, as follows:

To Chapter:

To BP:

All notices and other communications shall be deemed to have been duly given on (i) the date of receipt if delivered personally, (ii) the day of delivery as indicated on the return receipt if delivered by mail; or (iii) the day of delivery as indicated by the signature on the airbill (or copy, thereof) if by overnight courier. Any party hereto may change its address for purposes hereof by notice to all other parties.

Section 4.4 Nonwaiver. Any failure or delay by either party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of its rights, powers or privileges under this Agreement. Waiver by either party of a breach of a term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

Section 4.5 Relationship of the Parties. Except as specifically provided herein, the Parties hereto, in connection with the performance of this Agreement, shall be acting under separate capacities and not as employees, partners, associates or agents of one another. With regard to the performance of this Agreement, each party acknowledges that it does not have the authority to act for or to commit any other party in any manner whatsoever. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purpose whatsoever.

Section 4.6 Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the Parties with respect to the subject matter hereof, and replaces and supersedes all prior written or oral agreements or statements by and between the parties, except as specifically provided herein. The express terms hereof control and supersede any course of performance and/or usage of the Logo inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

Section 4.7 Jurisdiction; Venue. Each party hereby consents to the exclusive jurisdiction of the state and federal courts in _____ in any action on a claim under this Agreement

Section 4.8 Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is held invalid, the remainder of this Agreement or the application of the provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

Section 4.9 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Logo Use Agreement as of the date set forth above.

Chapter Name

BP Name

By: _____

By: _____

EXHIBIT A

The Logo intended for use pursuant to the terms of this Agreement is reflected below: