



**Non-Commercial License Agreement  
For ACA Members**

American Camp 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 Licensee's service of providing camp programs to the general public. 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 "®", "©", "™" 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 signs, brochures, advertisements, and other promotional materials in connection with the promotion of its camp services, and may also display the Logo on the products listed on Exhibit A. Use of the Logo on any products not listed on Exhibit A shall be approved beforehand in writing by ACA. ACA reserves the right to require Licensee to provide a sample showing use of the Logo on any product proposed to be added to Exhibit A, as part of the approval process.
5. Licensee may sell products listed on Exhibit A bearing the Logo ONLY at the location where Licensee provides camp programs to the general public, and at camp fairs, recruitment events and other off-site events directly related to Licensee's camp services, but not at any other location or event. Licensee shall not sell or distribute products bearing the Logo by mail order or any other service whereby such products are shipped or delivered off Licensee's premises, except for sales and shipments to customers of Licensee's camp services.
6. All of the products listed on Exhibit A 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.
7. 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 CAMP ASSOCIATION, INC.  
5000 State Road 67 North  
Martinsville, Indiana 46151-7902

Member Name: \_\_\_\_\_  
(please print)

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By:  
Printed: Peg Smith  
Title: Executive Director  
Date: September 15, 2004

Signed: \_\_\_\_\_

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

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

## ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

**8. Term.** This Agreement shall remain in effect until either: (i) terminated because Licensee is no longer a member affiliated with 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.

**9. 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.

**10. 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.

### **11. 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 11 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 11(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.

**12. 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.

**13. 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**

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