



Re: Letter of Agreement/Use of the ADMEI Logo

Dear ADMEI Member:

Thank you for joining the Association of Destination Management Executives International (ADMEI)!

This Letter of Agreement outlines the terms and conditions concerning your and your company's use of the marks ASSOCIATION OF DESTINATION MANAGEMENT EXECUTIVES INTERNATIONAL, ADMEI, and the ADMEI logo (as outlined in Exhibit A) (collectively "ADMEI Marks").

1. License – Association of Destination Management Executives International ("ADMEI") grants to ADMEI MEMBER ("Member") a nonexclusive right to use the ADMEI Marks on a worldwide basis as outlined in Exhibit B, Guidelines for Use of ADMEI Marks. This license may not be assigned or transferred without the prior written consent of ADMEI. Further, Company grants ADMEI a nonexclusive license to use the member's name and service marks in connection with its promotion and recognition of ADMEI.
2. Royalties - In consideration of the License granted to Member, Member shall pay an annual license fee to ADMEI which is included in the annual membership fee.
3. Term - This Letter of Agreement shall commence immediately and shall continue throughout the membership term, unless terminated earlier pursuant to Section 4 of this Agreement.
4. Termination
 - 4.1. Breach or Default of this Agreement or ADMEI Guidelines - In the event of any breach or default of this Agreement or the ADMEI Guidelines, the non-defaulting party may, in its sole discretion, cancel this Agreement by giving thirty (30) days written notice to the defaulting party. Written notice to terminate shall be sent by certified mail, return receipt requested.
 - 4.2. Insolvency - If either Member or ADMEI becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate.
 - 4.3. Upon termination of this Agreement in any manner provided in this Agreement, including but not limited to the term of your membership by non-payment of dues, the Licensee shall immediately cease and desist from all use of the ADMEI marks and shall within thirty (30) days deliver to the ADMEI all materials which are then held by Member containing or referring to the ADMEI Marks.

Letter of Agreement/Use of the ADMEI Logo

5. Indemnification – Member shall indemnify, defend and hold harmless ADMEI, its officers, directors, members, employees and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind or nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which ADMEI, its officers, directors, members, employees and agents, and each of them, may incur arising out of any act or omission on the part of the Member, its officers, directors, employees, agents, contractors, and subcontractors, and each of them, in the performance or breach of this Agreement.

6. Severability - If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, to that extent it is to be deemed modified in order to comply with applicable law, and the remaining provisions will not be affected in any way.

ACCEPTED AND AGREED on _____.

Company Name: _____

By: _____
(Your signature)

Printed Name: _____
(Your Name)

Title: _____

Please send the electronic logos to this e-mail address: _____

EXHIBIT A

ADMEI MARKS



EXHIBIT B

GUIDELINES FOR USE OF ADMEI MARKS

- The ADMEI Marks are NOT to be considered an endorsement of any company's products or services and will not be portrayed as an endorsement. It is to be used solely to denote the individual's status as an ADMEI member.
- The ADMEI Marks may be used on the Member's stationery, business cards, website, promotional material or as signage in company offices, display or trade booths.
- The ADMEI Marks are to be used only for the individual(s)/office(s) granted the ADMEI membership. In the case of the Company having offices that did not earn the ADMEI designation, the Member must be clear in its use as to which offices have earned the ADMEI designation on the Member's stationery, business cards, website, promotional material or as signage in company offices, display or trade booths.
- The Member has full rights to use the logo as agreed upon and does not need to receive prior permission from ADMEI for use of the logo as long as that use conforms to Exhibits A and B and the Letter of Agreement. At ADMEI's request, the Member shall send ADMEI samples of the materials it uses or intends to use the ADMEI Marks for ADMEI's review and approval.
- The logo can only be used during the years of ADMEI membership is current and must be removed if the Member leaves the program during the term specified or does not renew its membership status.
- ADMEI has the right to stop a Member from using the logo if they are removed from the ADMEI Membership, violate the Letter of Agreement, or use the ADMEI Marks inappropriately.