



**ASIAN AMERICAN HOTEL OWNERS ASSOCIATION, INC.**  
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### **Membership List License Agreement**

This Membership List License Agreement (“Agreement”) is made by and between the Asian American Hotel Owners Association (“AAHOA”) and the member executing this Agreement below (“Member”). Member wishes to license a membership list consisting of the names and addresses of AAHOA hotelier members and of other information designated by AAHOA (“List”) in order for Member to distribute materials approved by AAHOA (“Membership Communication”) to addresses on the List. AAHOA wishes to license the List to Member pursuant to the terms of this Agreement.

The parties agree as follows:

1. Each List is furnished to Member for ONE-TIME use only. Each List is only made available for one (1) Membership Communication which must contain materials of particular interest to those in the hospitality industry. At the time Member requests the List, Member shall submit to AAHOA for its review and approval a complete copy of the Membership Communication that will be sent to addresses on the List. Member shall not distribute any material, including any modification of, or addition to, material to a Membership Communication already approved by AAHOA, to addresses on the List without AAHOA's prior written approval.
2. Subject to payment of the applicable membership fee and otherwise being in good standing, each Member may submit a request to AAHOA for Lists based on their membership category as follows:

<b><u>Membership Category</u></b>	<b><u>Number of Lists included in Membership Fee</u></b>	<b><u>Costs of Additional Lists</u></b>
Allied Member	1	\$500 Per Additional List
Founding Member -- Bronze	5	\$500 Per Additional List
Founding Member -- Silver	10	\$500 Per Additional List
Founding Member -- Gold	15	\$500 Per Additional List
Founding Member -- Platinum	Unlimited	N/A

3. If additional fees are owed under this Agreement for additional Lists, Member shall submit payment to AAHOA along with the request by Member for the additional List. AAHOA’s obligation to deliver the List is contingent upon payment by Member of any fees owed AAHOA for such List.
4. Member must use the List within thirty (30) days of its receipt from AAHOA. If the List is not used within thirty (30) days of its receipt from AAHOA, Member shall have no further rights to use the List.
5. The Lists contain unique proprietary information, and are the sole and exclusive property of AAHOA. AAHOA reserves all rights to the Lists, and nothing contained in the Agreement transfers or assigns any proprietary right in the Lists from AAHOA to Member. The Lists are provided on an AS-IS and AS-AVAILABLE basis. Member acknowledges and agrees that some of AAHOA hotelier members may have opted out of the AAHOA membership list and that such parties will not be included in the List. AAHOA may seed the Lists with addresses for purposes of allowing AAHOA to determine compliance with this Agreement.

6. Member shall be authorized to use the List to target one or more specific geographic regions in which AAHOA members are located and operate their respective businesses, but otherwise shall not release, alter, assign, transfer, sell or extract data from the List, or cross-reference data with the List, for any purpose, and shall not publish the List or any portion of the List in any form. Member shall not use the List for any solicitations of any kind, including for the solicitation of funds, via telephone, facsimile, U.S. Postal mail, or e-mail, except as authorized by AAHOA in writing.

7. Without the express written permission of AAHOA, Member shall not: (i) purport in any way to represent AAHOA in any Membership Communication; or (ii) disclose the source of the List. Any use of AAHOA's name, or any logo, trademark, or trade name associated with AAHOA in any Membership Communication shall be in strict accordance with the AAHOA Logo General Standards and Guidelines and other trademark guidelines published by AAHOA from time to time.

8. Member shall not use the Lists in any way which does not comply with all applicable laws or regulations, or which violates any right of any third party.

9. AAHOA IS NOT LIABLE FOR ANY DAMAGES OR LOSS SUSTAINED THROUGH USE OF THE LISTS AND IN NO EVENT SHALL AAHOA'S LIABILITY EXCEED THE FEES PAID FOR THE LISTS. Member agrees to defend, indemnify and hold harmless AAHOA and all of its directors, officers, employees, members, vendors, principals, partners, representatives and agents (each an "Indemnified Party") from and against any and all claims, causes of action, liabilities, losses, damages, costs and expenses, including, but not limited to, attorneys fees, brought by any persons or entities against AAHOA arising out of my use of the Membership List as discussed in this Agreement (to the extent not arising out of the grossly negligent or willfully fraudulent acts or omissions of AAHOA), or arising out of my failure to comply with any applicable law or regulation, or any applicable term of this Agreement.

10. Either party can terminate this Agreement at any time upon written notice to the other party. In the event Member has paid for any additional Lists and has not used such Lists, AAHOA shall return any fees paid by Member for such Lists.

11. This Agreement shall be governed by the laws of the State of Georgia without reference to conflict of laws principles.

12. AAHOA shall deliver the List to the address for Member set forth below as follows: (select one):  
 via email or  printed labels.

13. Member agrees that in the case of any breach of this Agreement, AAHOA may pursue all legal remedies or take disciplinary action against the undersigned, and his or her affiliated organization, in the manner AAHOA, in its discretion, deems appropriate under the circumstances.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date last signed below.

Member Name: \_\_\_\_\_

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

Member ID #: \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

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

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

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