Associated Locksmiths of America, Inc. Public Service Announcement Licensing Agreement

WHEREAS, The Associated Locksmiths of America, Inc. (“ALOA”) has developed and owns the rights to the Public Service Announcement, “FindALocksmith.com” (“PSA”) in 60 second, 30 second and 15 second video and audio formats.

WHEREAS, ALOA is providing these PSA’s to members who wish to increase awareness of ALOA locksmiths and www.findalocksmith.com within their local communities (“PSA Association”). ALOA is also providing these PSA’s to members who wish to promote their company name that is on file (“PSA Member”).

THEREFORE, ALOA members (“licensee”) must agree to abide by the following terms before any PSA will be authorized and licensed for use:

The licensee may only use the PSA’s provided by ALOA. The PSA’s may not be edited or changed in any way other than stated below for PSA Member.

The licensee agrees to a good-faith effort to distribute the PSA Association to local media outlets with the intent they will air at appropriate times.

Only after the licensee attempts a good-faith effort to distribute the PSA Association to local media outlets, shall the use of the PSA Member be used by the licensee for their personal promotion including, the insertion of their company name and/or business address. PSA’s used by the licensee for their personal promotion are approved only for placement within their own media market and may not be used for any additional media market placements without ALOA’s prior written consent. The PSA’s may also be used on licensee’s website or posted on a web-based social media outlet.

The licensee shall agree to use only the following language when editing the five-second trailer to the PSA Member:

“Find a qualified member of the Associated Locksmiths of America at (Company Name, Address and/or Phone number).”

This license shall terminate upon any unauthorized use of the PSA’s by the licensee. ALOA also reserves the right to cease use of the PSA’s at anytime and require the licensee to do the same.

ALOA will not pay the cost to customize the PSA Association for a local media outlets should they require another format other than the one provided.

ALOA will not pay any amount toward the cost of placing a PSA Member. The licensee is responsible for all such placement costs.

ALOA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE USE OF THE PSA’S AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR
INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USE OF THE PSA’S.

IN NO EVENT SHALL ALOA, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE LICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USE OF THE PSA’S, AND/OR (II) ANY ERRORS OR OMISSIONS IN OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE PSA’S, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Licensee agrees to defend, indemnify and hold harmless ALOA, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (ii) any claim that the use of the PSA’s caused damage to a third party. This defense and indemnification obligation will survive this Agreement.

The licensee acknowledges that all the PSA’s are the sole property of ALOA and such person further agrees not to dispute the validity or ownership of the PSA or to do anything to interfere with ALOA’s rights. This license shall not be assignable or transferable in any manner except by prior written consent of ALOA.

Agreed to this __________ day of ______________, 200__

_________________________________
Signature

_________________________________
Print Name and Title

_________________________________
Company Name

_________________________________
ALOA Membership #

_________________________________
Phone Number

_________________________________
E-Mail Address

_________________________________
Website