



GRAY LINE CORPORATION
1835 Gaylord St.
Denver, Colorado 80206

Tel: (303) 394-6920
Fax: (303) 394-6950
Email: Info@grayline.com

ALLIED LICENSE AGREEMENT

This **LICENSE AGREEMENT** made in Denver, Colorado, this ___ day of _____, 20___ is by and between **Gray Line Corporation**, a Maryland Corporation, having its principal office at 1835 Gaylord St., Denver, Colorado 80206 (hereinafter referred to as “Gray Line”) and _____, (hereinafter referred to as “Allied Licensee”), having its principal office at _____.

WHEREAS:

Gray Line is a non-stock company organized under the laws of Maryland and maintains its general and administrative office in Denver, Colorado; and

WHEREAS

Gray Line is the owner, and Licensor of duly registered trademarks, trade names, designs and logos which are collectively designed below as the “Licensed Trademarks”; and

WHEREAS:

Allied Licensee is interested in acquiring the right to use the Licensed Trademarks and develop the business connected with the Licensed Trademarks; and

WHEREAS:

Licensor is willing to grant Allied Licensee such rights to the Licensed Trademarks for use under the terms and conditions more fully set forth herein.

NOW, THEREFORE:

In consideration of the mutual covenants and agreements contained herein it is agreed as follows:

“**Registered Trademarks**” shall mean the trademarks and service marks of Licensor registered with the United States Patent and Trademark Office or other official office.

PAYMENTS

Allied Licensee shall Pay Licensor an annual fee, in United States currency, as follows:

1. Payment in the amount of \$1,000 to become an “Elite Allied Licensee.”
2. Payment in the amount of \$500 to become an “Allied Plus Licensee.”
3. Payment in the amount of \$250 to become a “Select Allied Licensee.”

LICENSE GRANT

1. The Licensed Trademarks used on or in connection with the Allied License are the sole and exclusive property of the Licensor. Except for the license granted under this Agreement, which cannot be sold or assigned, and subject to the terms and conditions contained in this Agreement, Licensee shall not have any right, title or interest, express or implied, in the Licensed Trademarks and their use, and the Licensee shall not at any time, whether during the term or after the expiration or termination of this Agreement, assert or claim any right to sell or offer for sale any product of service under any of the Licensed Trademarks, any trademark or service mark confusingly similar thereto or which may constitute an imitation or infringement of any of the Licensed Trademarks.

BENEFITS AND METHOD OF USE

1. Allied Licensee shall comply with the provisions of this License Agreement, the By-Laws and such rules and regulations governing this license as are now in force, or which provisions may be adopted in the future by Gray Line.
2. **Elite Allied Licensees** shall be; (i) included in the Gray Line website Allied Partner listing, (ii) included in the annual allied profile book, (iii) included in the Gray Line Allied Partner Action Calendar available on the Gray Line Worldwide intranet, (iv) listed in the annual Gray Line Travel Guide OR included in the Allied Partner Survey sent to Gray Line Licensees, (v) allowed to send a mass email once per year to Gray Line Licensees via Gray Line Worldwide, (vi) given an advertisement for one month's time period on the Gray Line Worldwide website OR given an advertisement in the annual Travel Guide based on first availability and commitment given the limited space, (vii) eligible to be the "Featured" Allied Partner of the month in the Gray Line Worldwide newsletter (viii) provided with a contact list of Gray Line Owner principals, (ix) given an ad on the Gray Line website printed e-ticket, (x) in receipt of the Gray Line Worldwide newsletter (xi) allowed to use the Licensed Trademarks in all display advertising, tradeshow, and other promotions. In addition to the benefits listed above, Elite Allied Partners are invited to attend the Gray Line annual meeting and marketing conference.
3. **Allied Plus Licensees** shall be; (i) included in the Gray Line website Allied Partner listing, (ii) included in the annual allied profile book, (iii) included in the Gray Line Allied Partner Action Calendar available on the Gray Line Worldwide intranet, (iv) listed in the annual Gray Line Travel Guide OR included in the Allied Partner Survey sent to Gray Line Licensees, (v) allowed to send a mass email once per year to Gray Line Licensees via Gray Line Worldwide, (vi) provided with a contact list of Gray Line Owner principals, (vii) in receipt of the Gray Line Worldwide Newsletter (viii) allowed to use the Licensed Trademarks in all display advertising, tradeshow, and other promotions. In addition to the benefits listed above, Plus Allied Partners are invited to attend the Gray Line annual meeting and marketing conference.
4. **Select Allied Licensees** shall be; (i) included in the Gray Line website Allied Partner listing, (ii) included in the annual allied profile book, (iii) included in the Gray Line Allied Partner Action Calendar available on the Gray Line Worldwide intranet, (iv) provided with a contact list of Gray Line Owner principals, (v) in receipt of the Gray Line Worldwide Newsletter (vi) allowed to use the Licensed Trademarks in all display advertising, tradeshow, and other promotions.

TERMS OF AGREEMENT

1. In the event of a breach in any material provision of this Agreement or the By-Laws, Gray Line shall be entitled, in addition to any other remedy it may have, to injunctive relief to prevent further breach thereof, and to restrain said Allied Licensee from using, among other things, the Registered Trademarks of Gray Line.
2. The term of this Agreement will begin on the date of execution and shall remain effective for a period of twelve months.

3. This Agreement shall be construed in accordance with the laws of the State of Colorado and shall be binding upon and inure to the benefits of the parties and their respective successors, heirs or legal representatives, as the case may be.
4. This Agreement does not in any way create a relationship of principal and agent, partnership or joint venture between Licensor and Allied Licensee.
5. Other than Licensor's right to seek injunctive relief from a court of competent jurisdiction to enforce Licensor's rights and prevent imminent harm, in the event that a dispute arises between the parties, Licensor and Allied Licensee expressly waive their right to a jury, as well as their right to seek judicial relief in court. Instead, Licensor and domestic Allied Licensee stipulate and agree to submit their disputes to binding arbitration before the American Arbitration Association ("AAA") in Denver, Colorado.

IN WITNESS WHEREOF the parties have signed this Agreement on this __ day of _____, **20**_____.

ALLIED LICENSEE

GRAY LINE CORPORATION

Please Select Membership Level:

1. Elite Allied Licensee _____

2. Allied Plus Licensee _____

3. Select Allied Licensee _____

Signature

Brad Weber
President and CEO

Name

Position

Name of Company