



# ATA Membership Terms and Conditions

This Membership Terms and Conditions (“Terms and Conditions” or “Agreement”) is a legal Agreement between you/your organization (“You” or “Your”), and the Archery Trade Association, Inc., a not-for-profit 501(c)(6) corporation (“ATA” or “Corporation”) which sets forth the terms and conditions of membership. You understand that the rights of membership, including the right to identify membership, begin only when You have been notified that Your application for membership has been accepted.

## MEMBERSHIP REQUIREMENTS

**TERMS:** The Corporation’s membership is open to corporations, partnerships and other entities that are employers with a minimum of one full-time, active, permanent employee at all times, involved in the manufacture, distribution, and sale of archery and/or bowhunting products or services and/or outdoor products or services (collectively, “Product” or “Products”) and media companies involved in the production, broadcasting and/or distribution of information about archery and/or bowhunting. Products include all items that are attached to a bow or an arrow, any products used to shoot a bow and arrow, and all accessories used by archers, bowhunters, hunters, fishermen or for general outdoor use. By way of further definition, a bow is considered a Product if it uses a limb and string system to propel an arrow. Any bow that does not meet this definition is not considered a Product, and may not be displayed or advertised in any way at the Corporation’s Trade Show.

**CONDITIONS:** Corporations, partnerships and other entities that operate separate subsidiaries or that have affiliates, utilize multiple brand names, and/or service separate Product categories may join the ATA as separate members, but must pay dues for each separate member. Each member corporation, partnership or other entity will have all membership rights applicable to its class with the exception that only one representative of a group of related members with common ownership and/or control may be elected to the ATA Board of Directors at any time.

## MEMBERSHIP CATEGORIES AND ANNUAL DUES:

Membership Classes are defined in the ATA Bylaws. Annual Membership dues (“dues”) are established by the ATA Board of Directors and are deductible as an ordinary and necessary business expense. Dues are not deductible as charitable contributions. Dues are

based on a fiscal year April 1 - March 31 and cannot be pro-rated. If a member joins mid-year it must pay dues for the entire year. The dues set forth herein are those in effect for the ATA’s 2017-2018 fiscal year and are subject to change thereafter without necessitating any amendment to these Terms and Conditions.

### REGULAR MANUFACTURERS

Regular Manufacturer Members will pay dues of \$2.25 per square foot of booth space purchased at the previous year ATA show. New exhibitors, or those who did not exhibit at the previous year’s ATA show, will pay dues based on booth space purchased for the current ATA show. Regular Manufacturer Members not exhibiting at the ATA Show will pay dues of \$2,500.00.

### BASIC MANUFACTURERS

Basic Manufacturer Members will pay dues of \$110.00. Basic Manufacturer Members must exhibit in the Innovation Zone to attend the ATA Trade Show.

### MANUFACTURER’S SUPPLIERS

Manufacturer’s Supplier Members will pay dues of \$150.00.

### REGULAR DISTRIBUTORS

Regular Distributor Members will pay dues of \$2.25 per square foot of booth space purchased at the previous year’s ATA show. New exhibitors, or those who did not exhibit at the previous year’s ATA show, will pay dues based on booth space purchased for the current ATA show. Regular Distributor Members not exhibiting at the ATA Show will pay dues of \$660.00.

### INTERNATIONAL DISTRIBUTORS

International Distributor Members will pay dues of \$110.00.

### MEDIA

Media Members will pay dues of \$250.00.

### SALES REPRESENTATIVES

Sales Representative Members will pay dues of \$110.00 per individual Sales Representative.

### SUPPORTING

Supporting Members will pay dues of \$250.00.

### NON-PROFIT

Non-Profit Members will pay dues of \$250.00.



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## GOVERNMENT

Government Members will pay dues of \$250.00.

## OUTFITTER/GUIDE

Outfitter/Guide Members will pay dues of \$250.00.

## HONORARY MEMBERS

Honorary Members are exempt from paying dues.

## ARCHERY PROSHOP RETAILERS

Archery ProShop Retailer Members will pay dues of \$135.00. Each physical location must pay membership dues to receive membership benefits.

## ARCHERY RESELLERS

Archery Reseller Members will pay dues of \$135.00.

## BASIC RETAILERS

Basic Retailer Members will pay membership dues of \$55.00. Basic Retailer Membership status is a classification that can be renewed each year for up to 3 years.

## MULTIPLE CHANNEL RETAILER

Multiple Channel Retailer Members will pay dues based on the number of buyers who attend the ATA Trade Show; provided, however, the minimum dues will be \$330.00 regardless of attendance at the ATA Trade Show: 0-1 buyer = \$220.00; 2 buyers = \$330.00; 3 buyers = \$440.00; 4 buyers = \$550.00; 5 buyers = \$600.00; 6 or more buyers = \$660.00.

## ARCHERY RANGE OPERATORS

Archery Range Operator Members will pay dues of \$135.00.

## TERM OF YOUR MEMBERSHIP:

This Agreement is applicable for the term of Your membership. This shall be the term beginning after You have been notified that Your application for membership has been accepted by ATA and ending on termination, expiration or cancellation of Your membership in ATA or any earlier termination of this Agreement by ATA ("Term"). Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually, at the beginning of each fiscal year of ATA's acceptance of Your application for membership. You shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination, expiration or cancellation.

ATA shall have the right, in its complete and sole discretion, to terminate the Agreement if You fail to comply provisions contained herein and, as such, breach this Agreement. You shall be obligated to pay

dues, assessments, or fees which accrued prior to the effective date of termination. Additionally, ATA shall have the right, in its complete and sole discretion, to terminate the Agreement for convenience five days after provision of written notice, provided however, in the event of an exercise of this right, ATA shall refund all fees and charges paid by the member during the fiscal year in which the termination became effective and not earned by ATA, such refund to be paid within thirty days of the termination.

## OBLIGATIONS OF MEMBERS

**Bylaws:** You have reviewed, and hereby approve and agree to abide by, the Bylaws. Bylaws means the ATA corporate bylaws, as in effect and as amended from time to time, a copy of which is available from ATA. In the event of any inconsistency between these Terms and Conditions and the Bylaws, these Terms and Conditions shall be controlling.

**Dues and Other Fees:** You shall pay dues, fees and other assessments applicable to Your class of membership, as established from time to time by ATA. ATA may establish reasonable additional fees or charges for participation in meetings or for other benefits of membership. You shall bear Your own costs and expenses for participation in ATA, such as travel, employee compensation, and incidental expenses.

## MEMBER USE OF THE ATA NAME AND LOGO:

By using the ATA Name and/or Logo, You agree to be bound by the terms of this Agreement, including those additional terms and conditions as may be stipulated in any referenced or accompanying documentation. The Name and/or Logo may be obtained directly from ATA staff in the form of a digital/graphic file contained on computer media or by downloading, copying or any other electronic retrieval method the Name and/or Logo from the ATA website.

**The ATA Acronym and Logo are shown below:**



ATA Archery Trade Association



# ATA Membership Terms and Conditions

## **License to Identify Membership and Representation of Genuineness:**

During the Term of this Agreement, ATA grants You a nonexclusive, non-assignable and non-transferable limited license to use the ATA Name and Logo only as stated below in the following printed media whether as printed or “online” materials and electronic broadcast media: newspapers, periodicals, billboards, posters, direct mail, flyers, yellow pages or other directory advertising, telephone, television or radio spots, business cards, stationary, invoices, facsimile cover sheets and other standard business documents for the limited purpose of conveying (i) notice of Your membership in ATA and (ii) Your representation that any Product (including Product packaging) bearing the ATA Name and/or Logo is not counterfeit (i.e., that the Product is not an unauthorized copy or imitation of an original manufactured by someone else) (“Product Representation”). You agree that the ATA Name and Logo may not be otherwise used, copied, reproduced or altered in any manner. Nothing in this Agreement, or in Your use of the ATA Name and Logo, will give You any right whatsoever in the ATA Name and Logo, or in any similar marks, beyond the right granted in this Agreement.

Upon any termination, expiration, cancellation or suspension of Your membership or the Term of this Agreement, You shall discontinue all use of the Name and/or Logo. Furthermore, ATA has an absolute right to terminate, cancel, suspend or withdraw Your license at any time.

The Name and Logo may not be used in any way as to represent approval by ATA of the content of media with prior written permission of ATA. A copy of any proposed media must accompany all requests for permission. The Name and Logo may not be used in any way as to represent an endorsement or certification by ATA of any Product offered by You. Nothing in this Agreement or in Your use of the Name and/or Logo shall confer any endorsement or approval of Your Product or of You.

## **General Rules:**

The Name and/or Logo are the property of ATA and may only be used by a member of ATA during that member’s period of membership.

The Name and/or Logo must always be a component of or accompanied by the words “ATA Member” or “Member of ATA.”

## **Online Rules:**

You may display the Name and/or Logo anywhere on Your website at Your primary internet domain name.

Your online use of the Name and/or Logo will be linked, at a minimum from the most prominent reference to the Name and/or Logo on the respective page, to the ATA website at <http://www.archerytrade.org> (or such other address as shall be established).

## **Restrictions:**

The Name and/or Logo are protected by trademark and copyright laws and international trademark and copyright treaties, as well as other intellectual property laws and treaties and contain intellectual property exclusive to ATA. All right, interest, title to, and ownership and intellectual property rights in, the Name and/or Logo and all copies remain with ATA.

You are expressly prohibited from utilizing the Name and/or Logo for any purpose not permitted in this Agreement, including copying the Name and/or Logo, other than to make a single copy of the name and/or Logo in machine-readable format for back-up or archival purposes. You are permitted to make such copies for Your internal use only. You may not modify the Name and/or Logo or create derivative works based upon the Name and/or Logo or any part of the Name and/or Logo.

You may not distribute copies of the Name and/or Logo to third parties. You must comply with all applicable laws regarding the use of the Name and/or Logo. ATA reserves all rights not expressly granted.

## **USE/DISCLOSURE OF CONTACT INFORMATION:**

The ATA collects business contact information, including, without limitation, e-mail addresses, telephone and facsimile numbers and physical addresses, pertaining to its Members and Trade Show Attendees. Any such information provided by a Member or Trade Show Attendee maybe disclosed by the ATA to its other Members, Exhibitors, Official ATA Trade Show Service Providers, and Partners. By providing Your business contact information to the ATA, You have consented to the use and disclosure of that information in this manner. If You do not want the ATA to use or disclose Your business contact information as described herein, do not provide it. ATA notes that this may result in You being unable to access some or all of our services.



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## **INJUNCTIVE RELIEF AND OTHER COMPENSATION:**

You acknowledge that if You breach any obligations under this Agreement, You shall cause damages of an irreparable and continuing nature to ATA, for which money damages will not provide adequate compensation. Therefore, in addition to any money damages to which ATA is entitled (which includes ATA's right to recover its reasonable attorney's fees), ATA also is entitled to an injunction to prohibit Your continuing breach of the applicable covenant or otherwise to compel Your specific performance under this Agreement. ATA shall have the right to obtain such injunctive compensation without having to prove any damages or post any bond. Additionally, in the event of any breach of this Agreement which relates to the use of the ATA's Name and/or Logo, including but not limited to any Product Representation made in connection therewith, You shall be liable to the ATA for liquidated damages in the amount of \$1,000.00 for each day that the breach is continuing; You further agree that these liquidated damages are not a penalty, but rather (i) constitute a reasonable approximation of the ATA's actual damages which are not certain and which are difficult to measure with accuracy and (ii) are proportional to the probable loss to be sustained by the ATA in the event of a breach.

## **LIMITATION OF LIABILITY:**

You agree that You will not sue ATA for injunctive relief or for any damages on any matter concerning the subject matter of this Agreement. In no event shall ATA be liable to You or any other for any damages of any type as a consequence of Your actions pursuant to this Agreement, whether such actions are authorized or unauthorized pursuant to the terms of this Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL ATA OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **NOTICES:**

All notices, which concern this Agreement, shall be given in writing and be effective, as follows.

- (a) By actual delivery of the notice into the hands of the party entitled to receive it, in which case such notice shall be deemed given on the date of delivery; or
- (b) By electronic mail, in which case such notice shall be deemed given on the date of delivery; or

(c) By mailing such notice by registered or certified mail, return receipt requested, in which case such notice shall be deemed given five (5) days from the date of its mailing.

All notices should be mailed to: ATA, PO Box 70, New Ulm MN 56073, Attention: Legal Department, in the case of ATA, and at Your address as contained in the ATA records in the case of You.

Any party to this Agreement may change its address for notice purposes, by providing written notice of the change of address to the other party.

## **MISCELLANEOUS:**

If any provision of this Agreement is held invalid or unenforceable, all other provisions shall remain valid, and this Agreement shall be enforced to the full extent allowable under applicable law and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision. No modification to this Agreement is binding, unless in writing.

This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the Commonwealth of Virginia, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction. In the event of any dispute that arises out of or is related to Your membership in the ATA and/or these Terms and Conditions, You agree to submit to personal jurisdiction in the Commonwealth of Virginia and that the Circuit Court of Fairfax County, Virginia shall be the sole and exclusive forum for the resolution of any such dispute.

This Agreement is the entire Agreement between You and ATA relating to the subject matter herein and supersedes all prior and contemporaneous oral or written communications, proposals, and representations with respect to its subject matter, except for the Bylaws which are themselves integrated into and made a part of this Agreement.

ATA reserves the right to change this Agreement and/or its terms at any time and may eliminate the license granted herein with respect to You individually or all members collectively at any time. Any change to this Agreement and/or its terms shall be effective as of the date of posting to the website of ATA or actual notice to You, whichever is earlier.