

Office Use Only	
Local Partner	National Partner

**AAA Mid-Atlantic Inc.
AAA DISCOUNTS & REWARDS® AGREEMENT**

This Agreement is made by and between the AAA Mid-Atlantic Inc. ("AAA Mid-Atlantic"), a Pennsylvania not-for-profit corporation, One River Place, Wilmington, DE 19801 and "VENDOR" as shown below:

Vendor Name: _____

Address: _____

City, State, Zip: _____

Type of Organization (corporation, LLC, partnership, sole proprietorship, etc): _____

Please fill in _____

Name of Contact: _____ Phone: _____ Email: _____

WHEREAS, AAA Mid-Atlantic and VENDOR wish VENDOR to provide a discount offer to the Members of AAA, CAA and affiliated clubs (as defined below), and

WHEREAS, VENDOR wishes to have AAA Mid-Atlantic promote the offer in accordance with the terms and conditions described herein,

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

DEFINITIONS

"**AAA**" shall mean the American Automobile Association.

"**AAA Mid-Atlantic Member(s)**" shall mean members of the AAA Mid-Atlantic club.

"**CAA**" shall mean the Canadian Automobile Association, a separate legal entity from AAA.

"**AAA Club(s)**" shall mean motor clubs affiliated with AAA or CAA, but which are separate legal entities from AAA and CAA. AAA Mid-Atlantic is an AAA Club affiliated with AAA.

"**Member(s)**" shall mean any member of any AAA Club.

"**Non-Member(s)**" shall mean anyone who is not a Member of any AAA Club.

1. TERM AND TERMINATION

This Agreement shall begin on _____ and terminate on _____ on _____.

This Agreement may be terminated by either party at any time upon no less than thirty (30) days prior written notice to the other, provided that VENDOR shall continue to honor the terms of the Member Offer for a period of ninety (90) days from the date of the notice.

If Vendor is an AAA Auto Approved Repair shop, this Agreement shall terminate without notice to vendor if Approved Auto Repair agreement terminates for any reason. Date of termination of this Agreement is date of termination of approved Auto Repair Agreement.

2. LICENSE TO USE MARKS

AAA Mid-Atlantic grants to VENDOR a non-exclusive, revocable license to use the AAA Discounts & RewardsSM service mark subject to the terms of this Agreement. Every display of the mark shall be substantially in one of the following forms, or such other form as the American Automobile Association, Inc. may establish from time to time:



VENDOR agrees to use the AAA Discounts & Rewards service mark solely for the purpose of identifying itself as a participant in the AAA Discounts & Rewards program.

The AAA Emblem, the trademark "AAA", and the AAA Discounts & Rewards service mark (collectively, "AAA Marks") are the property of the American Automobile Association, Inc., and upon expiration or cancellation of this Agreement VENDOR agrees to discontinue immediately the use of the AAA Marks in any manner whatsoever and to surrender any material containing the AAA Marks to the American Automobile Association, Inc. or to AAA Mid-Atlantic. During the term of this Agreement, VENDOR shall use the AAA Marks only in conformance with the rules and regulations promulgated by the American Automobile Association, Inc. from time to time. It is expressly agreed between the parties that the American Automobile Association, Inc. retains full ownership of the AAA Marks and registrations thereof.

VENDOR grants to AAA Mid-Atlantic a non-exclusive license to use its marks, whether registered or not, solely for the purpose of promoting the Member Offer. It is expressly agreed by the parties that VENDOR shall retain full ownership of all its marks.

Upon expiration or termination of this Agreement, both parties agree to discontinue immediately the use of each other's marks in any manner whatsoever and to surrender to the owner or destroy any material containing such marks.

3. DISPLAY OF MARKS

Except as specifically permitted by this Agreement, the parties agree not to display or use any of each other's trademarks without the other's prior written consent. Upon written request, each party will immediately cease using any such marks.

VENDOR agrees to display the AAA Marks only in accordance with section 2, above, and the following rules and regulations, and such other rules and regulations as AAA Mid-Atlantic or the American Automobile Association may establish from time to time:

a) Every display of the mark shall be in substantially the form set forth in section 2, above or such other form as AAA Mid-Atlantic or the American Automobile Association may establish from time to time:

b) The AAA Marks may not be altered, modified, animated, or combined with other design elements and can be downloaded from the following URL:

http://prtdr1.national.aaa.com/aaadiscounts/app/lightboxviewer?lbname=AAADR_Logo&lbpwd

c) The AAA Marks must conform to the branding requirements as more fully shown in the style guide located at the following URL:

http://prtdr1.national.aaa.com/aaadiscounts/app/lightboxviewer?lbname=AAADR_PartnerGuide&lbpwd

d) The AAA Marks may be graphically displayed in television or internet advertising, but may not be audibly represented on television, radio, or the internet other than through expression of the phrase "Triple- A Discounts and Rewards."

e) The AAA Marks display may not be smaller than ¾ inches in height and 1 inch in length on the internet or print advertising, and smaller than 3 inches in height and 4 inches in length on signage.

f) The AAA Marks display may not be smaller than 3 inches in height and 4 inches in length on in-store signage or decals. If VENDOR has physical retail locations, the AAA Marks must be displayed at each VENDOR location in the front windows, on the entry doors and/or at the cash register. VENDOR shall relocate or remove displays of the AAA Marks upon AAA Mid-Atlantic's request.

g) Subject to AAA Mid-Atlantic's prior approval, VENDOR may place the AAA Marks and/or AAA/CAA Member Discount information in certain VENDOR newspaper, radio, direct mail, and off-site/on-site shows and exhibits in addition to store brochures, toll-free information lines, and other media promotions.

h) VENDOR may not display the AAA Marks on any of VENDOR'S public facing web page(s). The AAA Marks may only appear on a closed URL that is accessible by members of AAA Mid-Atlantic solely by way of the AAA Partner Redirect Page.

4. MEMBER OFFER

VENDOR agrees to offer an exclusive discount (hereinafter referred to as the "Member Offer") to all Members of the AAA, CAA and international clubs licensed by AAA that have the ARC SyC! or AAA Marks on the Membership card and to Members that present the temporary International Discount Card.

VENDOR agrees to offer the following Member Offer:

a) _____ (Please verify offer)

b) VENDOR agrees to display the Member Offer on its web site(s) and on any marketing collateral upon reasonable request of AAA Mid-Atlantic.

c) VENDOR agrees that the Member Offer will be made available through all distribution channels. Where possible, VENDOR shall require that Members show their membership cards (for in-person transactions) or give their membership number (for on-line or telephone transactions) at the time of the discount purchase.

d) VENDOR agrees that the Member Offer granted during the term of this Agreement shall be equal to or better than any continuous discount offered to any other association, corporate group or organization.

- e) The Member Offer shall be available at all times. If a better offer is available at time of purchase, such offer shall replace the Member Offer.

5. TRACKING AND REPORTING PROGRAM USAGE – This section intentionally left blank

6. MARKETING COMMITMENT

A marketing plan consisting of the marketing support shown below will be developed and agreed upon by the parties following execution of this Agreement.

Each party will designate a primary contact to manage the program and execute the marketing plan. AAA Mid-Atlantic agrees to provide the following marketing support:

- a) Market Vendor as a AAA DISCOUNTS & REWARDS program participant.
- b) Promote Vendor in appropriate advertising and other promotional materials it produces for distribution to AAA Mid-Atlantic Members.
- c) Distribute and display mutually agreed upon AAA DISCOUNTS & REWARDS program signage at selected AAA Mid-Atlantic Member events in Vendor's market area.
- d) Provide special AAA DISCOUNTS & REWARDS program pricing for AAA Mid-Atlantic publication advertising buys.
- e) Encourage AAA Mid-Atlantic Members to utilize the Vendor Member Offer through various electronic and traditional marketing efforts.

Vendor agrees to provide the following marketing support:

- f) Produce point of sale materials, such as table tents and statement stuffers, for use in AAA Mid-Atlantic branch offices.
- g) Provide, at the request of AAA Mid-Atlantic, advertising copy or "advertorials" for placement in AAA Mid-Atlantic publications.
- h) Consider paid advertisements in AAA Mid-Atlantic publications
- i) Provide 10 gift certificates for PRODUCT/SERVICE to AAA Mid-Atlantic for promotion.

7. INTERNET LINK

During the Term of this Agreement, Vendor shall provide a customized web site to be available as a link from the AAA Mid-Atlantic web site, featuring the Member Offer. The link will originate on the Discounts & Rewards page of the AAA Mid-Atlantic web site.

- a) The Vendor linked website ("Vendor Web Site") shall be subject to the following content standards:
 - 1) The Member Offer shall be made through a link from the AAA Mid-Atlantic web site to a website co-branded by AAA Mid Atlantic and Vendor Web Site. The Vendor Web Site must open in such a way that a visitor to the Vendor Web Site may return to and from the AAA Mid-Atlantic Web Site.
 - 2) The Vendor Web Site may not have any links, exit points, or promotions/advertising for any other purpose than stated in the Agreement. For example, the Vendor Web Site shall not contain any links that allow a visitor to link to a web site that offers goods or services that are in competition with goods and services offered by or through AAA Mid-Atlantic, including , without limitation travel, insurance, or auto club goods and services.
 - 3) A privacy statement must be included on the Vendor Web Site that aligns with AAA Mid-Atlantic's privacy statement. Vendor shall not use or collect any information of any Member visiting the Vendor Web Site.
 - 4) The Vendor Web Site shall not include any material that is harmful, pornographic, abusive, hateful, obscene, threatening, or defamatory or which encourages illegal activities or racism or promotes software or services which deliver unsolicited e-mail.

- 5) The Vendor Web Site will be constructed so that Member and Customer zip codes and AAA Club codes must be validated to ensure that only those individuals with a zip code within the AAA Mid-Atlantic club code may access the Vendor's Linked Web Site. To implement this requirement, The Vendor may elect to host a page supplied by AAA Mid-Atlantic on the Vendor's site, or it may limit access through a page hosted by the national AAA's organizational website. In either case, these pages should not be displayed to the end user. If the Vendor elects to host the page, AAA Mid-Atlantic reserves the right to provide periodic updates which will be promptly implemented by the Vendor.
- 6) The Vendor Web Site must comply with all applicable laws and regulations, including, without limitation, those governing privacy, integrity and security of Member and Non-Member information.
 - b) The Vendor Web Site shall be subject to the following technical requirements:
 - 1) The Vendor Web Site download time must be equal to or less than the business top 40 sites which currently average 12 seconds as noted by Keynote, the Internet performance measure, industry standard, which serves as AAA's benchmark in measuring performance.
 - 2) The Vendor Web Site must be accessible through current industry-minimum-accepted browsers (Internet Explorer 5.5 and higher, Netscape 6.0 and higher, and Safari 1.0 and higher). The Vendor Web Site must be able to support both PC and Mac operating systems.
 - 3) The Vendor Web Site must provide a secure environment for conducting electronic commerce. This includes encryption and decryption to protect the data of any Member or non-member making a credit card purchase on the Vendor Web Site. Credit card payment for products and services purchased via the Bumper Sites must be conducted within a Secured Socket Layer. In addition, if credit card information is accessed, used or otherwise obtained, the Vendor represents that it complies all requirements of the Payment Card Industry (PCI) Data Security Guidelines.
 - 4) Vendor shall use reasonable efforts to keep the Vendor Web Site in working order on a 24/7 basis, subject to routine maintenance requirements. Exceptions must have advance approval of AAA mid-Atlantic. Should unscheduled downtime or a loss of functionality last for more than two hours, AAA Mid-Atlantic must be notified in writing (send e-mail to website@aaamidatlantic.com) within three hours of outage. Status updates are required no less than once every six hours until the outage is resolved.
 - 5) AAA Mid-Atlantic reserves the right to remove the link to the Vendor Web Site from its site should a loss of downtime or functionality last for more than six hours. Once the Vendor Web Site has been restored and functionality tested, AAA Mid-Atlantic will add the Vendor Web Site back within six business hours.
 - 6) AAA Mid-Atlantic reserves the right to inspect disaster recovery, business continuity and all security documentation regarding operation and maintenance of the Vendor Web Site.
 - 7) The Vendor will allow analytics tagging to be place on the Vendor Web Site for the purpose of allowing AAA Mid-Atlantic to tract visitor volume and navigation through the website.
 - c) Vendor shall provide AAA Mid-Atlantic with reports of the number of visitors to the Vendor Web Site through the link from the AAA Mid-Atlantic website on a monthly basis.
 - d) In the event that the Vendor Web Site is not maintained in accordance with this Exhibit or the terms of the Agreement, AAA Mid-Atlantic shall have the right, but not the obligation, to give written notice to Vendor of any such noncompliance, and AAA Mid-Atlantic shall have the right to immediately disable the link to the Vendor Web Site until any such noncompliance is resolved. Vendor agrees to use reasonable efforts to remedy any such noncompliance as soon as

practical. AAA Mid-Atlantic bears no liability to Vendor for any disabling of a link pursuant to the terms of this section.

e) This Agreement shall be subject to the following disclaimer:

Disclaimer of Warranties. AAA MID-ATLANTIC MAKES NO WARRANTIES OR REPRESENTATIONS TO PARTNER WITH RESPECT TO THE OUTBOUND LINKS, LICENSED MARKS OR OTHERWISE REGARDING THIS SECTION, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION NO WARRANTY THAT PARTNER'S USE OF THE OUTBOUND LINKS WILL BE WITHOUT INTERRUPTION, ERROR OR DEFECT, NOR ANY WARRANTIES OR MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.

8. MEMBER/CUSTOMER LISTS

VENDOR acknowledges and agrees that AAA and CAA Members' and customers' names, addresses, telephone numbers, e-mail addresses and other personal information, including without limitation any lists and databases developed with this information, is proprietary information of AAA Mid-Atlantic ("Personal Proprietary Information"). VENDOR shall not maintain or use any Personal Proprietary Information except as is absolutely required to fulfill this Agreement; provided, however, that Vendor may use such information (excluding membership numbers) it obtains from the individuals for its legitimate business purposes provided that those individuals are not subsequently identified or marketed to as members or customers of AAA or CAA. Except as permitted by this section, VENDOR shall not sell, rent or transfer to any third party any Personal Proprietary Information.

9. INSPECTION

VENDOR agrees that AAA Mid-Atlantic may inspect VENDOR's channels of business to observe the manner in which the **AAA DISCOUNTS & REWARDS** mark is displayed and to observe the manner in which AAA/CAA Members are being served by VENDOR.

10. DISPUTES

VENDOR will, in good faith, endeavor to resolve directly with AAA/CAA Members any complaints of such Members relating to goods or services furnished by VENDOR in connection with the **AAA DISCOUNTS & REWARDS** program, including complaints about charges. If such good faith efforts are unsuccessful, VENDOR shall cooperate with AAA Mid-Atlantic in a joint effort to resolve the complaint.

11. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

VENDOR agrees to indemnify, defend, and hold AAA Mid-Atlantic, the American Automobile Association and their officers, directors, agents, and employees, harmless against any and all loss, liability, claim, damage, or expense (including, without limitation, court costs and attorneys' fees) resulting from bodily injury, personal injury, or property damage arising out of any act or omission of VENDOR, its employees or agents, in providing goods or services to AAA or CAA Members under this Agreement.

VENDOR shall, at all times during the term of this Agreement, maintain occurrence-based commercial general liability insurance, including coverage for bodily injury, personal injury, property damage, products liability and contractual liability, with a limit of no less than one million dollars (\$1,000,000) per occurrence.

NEITHER PARTY WILL BE LIABLE TO THE OTHER (OR TO ANY THIRD PARTY) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OR LOSS OF DATA, ARISING OUT OF

THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY WILL APPLY TO ALL CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS.

12. MISCELLANEOUS

Territory Limitation. VENDOR shall not promote the Member Offer outside the territory assigned to AAA Mid-Atlantic by AAA without the prior approval of the AAA club responsible for that territory.

Assignment. No assignment of this Agreement or of any right or duty or obligation of performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

Governing Law. This Agreement shall be governed and construed under the laws of the State of Delaware and any legal action under this Agreement shall be brought in New Castle County, Delaware. VENDOR AND AAA MID-ATLANTIC WAIVE A TRIAL BY JURY IN ANY COURT PROCEEDINGS. Upon mutual agreement, any controversy or claim under this Agreement may be submitted to arbitration under the commercial arbitration rules of the American Arbitration Association.

Independent Contractors. The relationship of the parties to this Agreement is that of independent contractors, and neither party is the employee, agent or legal representative of the other under this Agreement.

Entire Agreement. This Agreement and any attached Exhibits constitute the entire agreement of the parties with respect to the **AAA DISCOUNTS & REWARDS** Member Discount Program, superseding all prior agreements between the parties. This Agreement may be changed only by a written amendment signed by both parties.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have signed this Agreement as of the dates written below.

AAA Mid-Atlantic Inc.

By: _____

Brian P. St. Leger

Managing Director, Discount Partnerships

Date: _____

VENDOR: _____

By: _____

Print Name: _____

Title: _____

Date: _____