



STEP LOGO TRADEMARK LICENSE AGREEMENT

This Sustainable Tourism Eco-certification Program™ ("STEP") Logo Trademark License Agreement (the "Agreement") is entered into by and between SUSTAINABLE TRAVEL INTERNATIONAL, a Colorado nonprofit corporation ("STI") and _____ ("Licensee"). This Agreement is effective on the date when it has been executed by STI and Licensee (the "Effective Date").

WHEREAS, STI is the owner of the name and logo associated with its Sustainable Tourism Eco-Certification Program™ ("STEP") as set forth on Exhibit A attached hereto; and

WHEREAS, STI wishes to grant the right to use the STEP logo to Licensee and Licensee wishes to use the STEP logo in connection with its participation in the STEP program.

NOW, THEREFORE, for good and valuable consideration as set forth herein, the sufficiency of which hereby is acknowledged, STI and Licensee agree as follows:

1. GRANT OF LICENSE

Under the terms and conditions set forth herein, STI hereby grants to Licensee a non-exclusive, non-transferrable license to use the STEP logo during the Term in connection with Licensee's participation in the Sustainable Tourism Eco-Certification Program™.

2. OWNERSHIP OF TRADEMARKS AND COPYRIGHTS

Licensee acknowledges STI's sole ownership of the STEP logo and all associated goodwill. No right, title or interest in the STEP logo is transferred by STI to Licensee, except the right of Licensee to use the STEP logo in connection with its participation in the STEP program and according to the terms of this Agreement.

3. CONDITIONS AND RESTRICTIONS ON USE

A. Licensee's use of the STEP logo will be in compliance with any usage guidelines which may be implemented by STI from time to time and provided to Licensee.

B. Licensee's use of the STEP logo shall be limited to advertising its participation in the STEP program on its website, in its company information and in its promotional and or educational materials. Specific suggestions for Licensee's use of the STEP logo follow:

- Feature your STEP logo on your homepage
- Explain your STEP Eco-certification status in your promotional and or educational materials
- Include a link from your STEP logo to www.sustainabletravelinternational.org
- Promote your involvement in STEP and related achievements to the media
- Include your sustainability policy on your website
- Promote your dedication and commitment to sustainability in your promotional materials



C. THE STEP LOGO IS PROVIDED TO LICENSEE ON AN "AS IS" BASIS AND LICENSEE IS SOLELY RESPONSIBLE FOR ITS USE OF THE STEP LOGO. STI DISCLAIMS ALL WARRANTIES REGARDING THE STEP LOGO INCLUDING WARRANTIES OF NON-INFRINGEMENT. STI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO LICENSEE'S USE OF THE STEP LOGO OR TERMINATION OF THIS AGREEMENT.

E. Licensee shall defend, indemnify and hold harmless STI, its officers, directors, shareholders, employees, successors and assigns from any loss, damage, or liability, including reasonable attorney's fees, resulting from any claim, complaint, suit, proceeding or cause of action against any of them arising out of Licensee' use of the STEP logo in contravention of this Agreement.

4. TERM AND TERMINATION

A. The Term of this Agreement shall run concurrent with Licensee's participation in the STEP program and shall terminate immediately in the event Licensee fails to meet STEP criterion or ceases to participate in the STEP program for any reason.

B. Upon the termination of the Agreement for whatever reason, Licensee shall immediately discontinue its use of the STEP logo and all confusingly similar variations and shall promptly take all steps to refrain from using the same in advertising, directories, websites and other similar listings.

C. STEP Logos are valid for two years from the date of issuance. Thereafter, new applications with the appropriate fees must be submitted 30 days before the expiration of the two-year period.

5. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

6. ASSIGNMENT AND SUBLICENSE

Thayers shall not assign or sublicense this Agreement, and any right or obligation created by this Agreement, except upon STI's written consent, which may be withheld in STI's sole discretion.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement shall be binding unless in writing and signed by duly authorized representatives of all parties.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

SUSTAINABLE TRAVEL INTERNATIONAL

By: _____
Printed Name: Brian T. Mullis
Title: President
Date:

LICENSEE

By: _____
Printed Name:
Title:
Date:

EXHIBIT A

STEP LOGOS

