

BoatU.S. AFFILIATE PROGRAM

AGREEMENT

Introduction: The BoatUS Agreement is the contract between the Company (BoatUS) and the BoatUS Affiliate ("You").
By being an affiliate with BoatUS you consent to the following terms:

1. BoatU.S. grants permission to You to operate as a BoatU.S. AFFILIATE under the mutually agreed terms and conditions set forth below. This agreement shall become effective upon execution by both parties for a term of twelve months and renew automatically. If either party provides written notice of termination the BoatUS banner or button must be removed from your website within 30 days. BoatUS must provide any final dues by next scheduled payment period.
2. You agree that BoatUS will pay the amount of \$2 per new Member from source code XXXXXXXXXXXXXXXXXXXX once every three months with a additional \$3 for every new Member with Unlimited Towing and \$1 for every Member with TRAILER ASSIST. Payment schedule will be given to You upon setup and execution by both parties.
3. BoatU.S., Boat Owners Association of The United States, TowBoatU.S., BoatUS ANGLER and SEAWORTHY..., the logo's and all other trademarks and service marks of BoatU.S. are owned by BoatU.S. and shall remain the sole and exclusive property of BoatU.S. and all use of any such trademarks or service marks by _____ hereunder shall be to the sole benefit of BoatU.S. Any use of BoatU.S. Trademarks or service marks without written approval shall be considered grounds for immediate termination of this agreement.
4. If any one of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect the remaining provisions of this Agreement and this Agreement shall be construed as if such provision or provisions had never been contained herein.
5. This agreement may be terminated by BoatU.S. immediately upon notice to You in the event or any of its principles, employees, agents or representatives:
 - (a) Fail to comply with all applicable federal, state and local laws, regulations, ordinances and rules.
 - (b) Failure to maintain the high standards and quality of service that has been established and recognized as part of the BoatU.S. image or, the image of You.
6. In the event that either party violates or breaches any other material item of this agreement, either party may terminate this agreement following written notice from the terminating party to the party in violation of such breach.
7. This agreement shall be governed by the laws of the Commonwealth of Virginia, excluding the conflicts principle thereof.

BoatU.S. and You agree to abide by all the terms and provisions contained herein and take all reasonable measures to ensure the success of this program to the mutual benefit of both parties.

All notices required or permitted by this agreement shall be deemed given when written notice is delivered by hand, by mail, to the other party at the address listed below.

BoatU.S. AFFILIATE Program
880 S. Pickett St.
Alexandria, VA 22304 USA
Attention: Heather Lougheed,
Director and Assistant Vice President of Marketing
(703) 461-2878
Fax: (703) 461-4362

Website: _____
Address: _____
Operator: _____

_____ Date _____

_____ Date: _____
Operator

Heather Lougheed,
Director and Assistant Vice President of Marketing