

AFFILIATE MEMBER AGREEMENT

This Agreement is made this _____ day of _____, 200__, by and between Alliance of Automotive Service Providers (“AASP”) and _____ (“Affiliate Member”),

WHEREAS, AASP is organized and operated to:

- A. Promote the common business interests of those engaged in the automotive service and/or repair industry.
- B. Consider and deal by all lawful means with common problems of management involved in all functions of the automotive service and/or repair industry; foster cooperative action by advancing, by all lawful means, the common business purposes of the Association’s Members; and promote activities designed to enable the automotive service and/or repair industry to be conducted with the greatest economy and efficiency.
- C. Afford due consideration to an expression of opinion upon questions affecting the automotive service and/or repair industry.
- D. Cooperate with other industries and organizations.

WHEREAS, Affiliate Member is a nonprofit association and/or group with regular members engaged in the automotive service and/or repair business, and

WHEREAS, Affiliate Member has heretofore delivered to AASP a copy of Affiliate Member’s Articles of Incorporation, Bylaws, and list of regular members, and

WHEREAS, Affiliate Member has been delivered a copy of the Articles of Incorporation, Bylaws and dues schedule of AASP, and has applied to become an Affiliate Member of AASP, and

WHEREAS, the Board of Directors of AASP has accepted Affiliate Member as an Affiliate Member of AASP subject to the provisions of the AASP Bylaws and the terms of the Agreement,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Acceptance of Membership and AASP Bylaws. Affiliate Member hereby accepts the rights, duties and responsibilities of membership in AASP and agrees to be bound by the Bylaws of AASP as the same now exist or are hereafter amended.

2. AASP Membership. The parties expressly acknowledge and agree that Affiliate Member's membership in AASP may be voluntarily surrendered or terminated as set forth in the AASP bylaws, as the same may now exist or hereafter be amended from time to time.

3. Board Representation. Affiliate Member hereby designates the following persons whose names and addresses are set forth below:

Representative No. 1

Representative No. 2

Name:
Address:

Name:
Address:

Telephone:
Fax:
E-Mail:

Telephone:
Fax:
E-Mail

4. AASP Name/Logo. Affiliate Member agrees and acknowledges that the names "Alliance of Automotive Service Providers", and "AASP", and the AASP logo, trademark and service mark, as the same now exist or may hereafter be developed, are the sole and exclusive property of AASP. Affiliate Member's rights to use such names, logos or marks shall be subject to the Bylaws of AASP as the same now exist or may hereafter be amended. In the event Affiliate Member withdraws from AASP, or if the Affiliate Member's membership in AASP is terminated, the Affiliate Member shall immediately discontinue use of the AASP name, and such logo, trademark and service mark.

AFFILIATE MEMBER

By: _____

Its: _____

**ALLIANCE OF AUTOMOTIVE
SERVICE PROVIDERS**

By: _____

Its: _____

STP:84169.1/05665-1