

Following are the essential terms of HVCB membership. Please review these terms carefully. By signing below and obtaining or renewing HVCB membership, you agree to be bound by these terms. "You" refers to the company or individual completing this form and seeking or renewing HVCB membership. "HVCB" refers to the Hawai'i Visitors & Convention Bureau and its island chapters, the O'ahu Visitors Bureau, Maui Visitors Bureau, Big Island Visitors Bureau, and Kaua'i Visitors Bureau.

1. IDENTITY OF MEMBER

This membership only applies to the company name or DBA/trade name specified on the first page of this application. Any benefits of this membership, such as listings in HVCB Publications or the ability to display the HVCB Member Logo, are limited to that company name or DBA/trade name.

2. TERMS AND CONDITIONS & THE HVCB CODE OF BUSINESS PRACTICES

As a condition of membership, you are subject to the Terms and Conditions and the HVCB Code of Business Practices, which are available at <http://www.hvcb.org/membership/terms.htm>. Please review both documents carefully.

3. MEMBERSHIP DUES

Annual membership dues are payable in advance. Please consult the Schedule of Membership Dues attached hereto as Exhibit "A" to determine the amount of payment required.

4. CANCELLATION

HVCB reserves the right, in its sole discretion, to cancel your membership for any violation of any term set forth in this Agreement, including any Terms and Conditions and exhibits hereto. You may cancel your membership by giving HVCB 10 days written notice of your intent to cancel. A full refund of your current year's membership dues, less a \$50 administrative fee, will be made in the case of cancellations that occur within 10 days of the receipt of your payment. Thereafter, membership dues are non-refundable. If you would like to reinstate your membership after cancellation, any outstanding balance must be paid in full prior to becoming an active member.

5. LINKS BY MEMBER TO THE HVCB WEBSITE

All links to HVCB's Websites, including but not limited to, www.gohawaii.com, www.meethawaii.com, and www.hvcb.org, from any webpage or website owned, operated, or otherwise controlled by you shall be subject to the requirements set forth in Exhibit "D" hereto.

6. HVCB'S PROPRIETARY RIGHTS

You agree that HVCB's name and the logos, trademarks, and domain names used by HVCB are the sole and exclusive property of HVCB and/or HTA and that you will use HVCB's name and the logos, trademarks, and domain names only for legitimate purposes, as permitted in writing by HVCB in its sole discretion, and only during the term of your membership.

7. AUTHORIZATION TO DISCLOSE MEMBER INFORMATION

You agree to allow HVCB to disclose to third parties membership-related information about you for the purpose of marketing tourism and conventions in Hawai'i.

8. COMPLIANCE WITH LAWS

You represent that you are in compliance with all applicable federal, state, and local laws and regulations and will remain so for the duration of your membership term.

9. GOVERNING LAW

This agreement shall be governed by the laws of the State of Hawai'i and the United States of America. You agree to submit to the exclusive jurisdiction of the state and federal courts located in the City and County of Honolulu, State of Hawai'i, United States of America, for all disputes regarding this agreement.

10. INDEMNIFICATION

You agree to indemnify, hold harmless, and defend HVCB for and against any and all claims, liability, damage, or loss of any nature that may arise as a result of your acts or omissions.

11. NO WARRANTY

HVCB makes no warranty that having HVCB membership will result in any benefit to your business.

12. AMENDMENTS

HVCB reserves the right to unilaterally amend this Agreement, including Code of Business Practices & Terms and Conditions and exhibits hereto, at any time in its sole discretion upon giving you 10 days prior notice.

Company Name, DBA or Trade Name *(Please Print)*

Signature of Officer, Director, Member, or Authorized Representative

Print Name

Date