

**AU Licensing Agreement  
National Racing Pigeon Convention  
Policy #AU-300  
Last Revised November 2019**

This agreement is between the holder and host of the national racing pigeon convention, (“Club”) and the American Racing Pigeon Union (“AU”), a national association.

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**Convention and Licensing of Names.** Throughout the history of the American Racing Pigeon Union (“AU”), the annual convention has been the cornerstone function and gathering for AU members. This year, the Club is hosting and holding the annual convention. This convention is not hosted or held by the AU, but for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AU is pleased to offer a limited license of the names “AU National Convention” and “American Racing Pigeon Union” (collectively “Names”) and the associated branding and/or imagery connected to the Names, to the [Club or Licensee Name] for use during the Club’s planning, advertising, carrying out, and finalization of the convention. In addition to providing the license for the convention, the AU agrees to assist the Club in marketing, outreach, and publicity of the convention. The AU does not assume any oversight or responsibilities for the programs, activities, and actions of the Club during planning and execution of the annual convention and shall not be liable for any act, error, omission, debt or any other liability or obligation of the Club. The AU expressly is not involved in nor responsible for any races that the Club may hold and expressly does not permit the use of the Names and associated branding and/or imagery with regard to any such races.

**License Terms:** AU grants the Club a limited, non-exclusive, worldwide, revocable, non-transferable license to use the Names and their associated branding and/or imagery while the Club is planning and conducting the convention. As consideration for this license, the Club shall abide by the requirements set forth in Attachment A. In return for use of the Names, the Club also agrees to provide proper accounting of all convention funds in accordance with generally accepted accounting principles.

**Warranty:** The Club represents and warrants that it will comply with the license terms. The Club agrees to indemnify and hold harmless the AU and its officers, directors, members, employees, and agents from and against any and all claims, actions, losses, demands, costs, attorneys’ fees, and all other expenses relating or incidental to, or arising directly or indirectly by reasons of any act, omission, professional error, fault, mistake, or negligence of the Club, in connection with or incident to the performance of this agreement or the management and conduct of the convention. The Club understands that the AU is not an insurer, and that the Club is responsible for any and all damages arising from the annual convention.

**Jurisdiction.** The parties agree that this agreement will be interpreted under the laws of the State of Oklahoma and, in the event of any dispute or legal claim, the parties agree that a court of competent jurisdiction located in Oklahoma County, Oklahoma has jurisdiction to decide any dispute or claim and that venue is proper in that county.

**Entire Agreement.** This instrument is the entire agreement between the American Racing Pigeon Union and the Club; oral changes have no effect and this licensing agreement may be altered only by a written agreement signed by both parties. This Agreement constitutes the entire understanding between the Club and the AU relating to the convention and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this Agreement.

**Disclaimer.** The parties acknowledge that the AU has no involvement in any races, whether associated or not with the convention, and has no responsibility for the conduct of any such races.

**Revocation.** The AU reserves the right to revoke these licenses if the Club breaches or intends to breach any of the warranties or representations herein, or if the Club or its conduct brings scandal, controversy, or ill will to the AU, its members, officers, directors, or employees.

**Authority to Execute this Agreement.** The persons executing and delivering this Agreement on behalf of the parties represent and warrant that each of them is duly authorized to do so and that the execution of this Agreement is the lawful and voluntary act of the parties.

*I hereby consent to the terms and warranties contained herein, and the attached Appendix I, and agree with the provisions of the license agreement.*

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Karen Clifton  
American Racing Pigeon Union  
Executive Director

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[Name]  
[Club Name]

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Date

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Date

# Attachment A - AU Licensing Requirements

November 2019

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**Selection of Convention Dates.** Convention dates shall be set for the fall of the year with the concurrence of the AU board of directors.

**Convention Hotel Facilities.** The convention host organization (aka Club), with the concurrence of the AU board of directors or its appointed liaison, shall select the hotel in which the convention is to be held. The selected hotel shall be a “convention” hotel, meaning it has the facilities and experience to comfortably accommodate convention attendees.

General requirements are that:

1. The dates of the convention coincide with hotel availability.
2. The convention hotel site should be reasonably close to a major airport to allow convenient access for guests.
3. Competitive room rates with quality accommodations.
4. Banquet facilities for 200+ guests.
5. Meeting rooms of various sizes (board and vendor displays). Meeting rooms to display an American Flag.
6. Agreement to allowing pigeons on the property.
7. Have Audio visual or video equipment available as required.

**Convention Agenda.** The schedule of convention activities, the agenda, should be jointly developed and agreed to by the host organization and the AU national organization. It is traditional that “convention week” run from Wednesday through Saturday night, however, Thursday through Saturday night is acceptable. The approach to convention activities is that attendees should be provided an enjoyable stay, good value for their investment, and a variety of activities in which to participate. If local attractions of special interest can be incorporated into convention week, this type of local creativity is highly encouraged.

In breaking down convention agenda responsibilities, the host organization shall have wide latitude in selecting those activities that will be of greatest interest to attendees. The national organization, however, will be pro-active regarding the agenda. The AU shall have the right to schedule up to three seminar or meeting sessions, as well as the General Membership meeting. It is key that the host and national organizations work closely together to provide the very finest convention possible for AU members.

The AU national organization shall work with and serve the host organization as an additional planning resource for budgeting, registration form examples, etc.

**Host Steering Committee.** The convention host organization shall form a convention Steering Committee and make this committee known to the national organization upon being selected to host the convention. At all times, up through the actual convention, the host organization must have a chairperson who has the authority to speak on behalf of the host group. In the event of the chairman's resignation or inability to serve, a new chair must be selected within thirty-days (30).

**Competing pigeon functions.** The host organization shall make every reasonable effort to ensure that there will be no competing pigeon functions, i.e., auctions or seminars, in or about the convention hotel during the run of the convention.

**Vendors (AU Approval) Vendors** wishing to exhibit or sell at the convention must be pre-approved by the national organization. The host organization will provide the national organization with a list of invited vendors in advance.

**Other Special Events.** The host organization, working in tandem with the national organization, may be required to assist with one or more special events in conjunction with the convention.

**Advertising and Publicity.** The host organization will regularly advertise the convention and all activities in the pigeon press. The AU will supplement this with additional coverage in its newsletter. The convention provides a unique opportunity to present the pigeon sport to the general public. The host organization and the national organization shall work together to generate positive publicity for the event and the sport. One of the host committee's most important appointments will be its publicity chairperson. Not later than sixty-days (60) prior to the start of the convention, the AU and the local publicity committee will issue press releases to all media in the convention market. This effort will continue during and at the conclusion of the convention. The objectives are to present pigeons positively to the public and to attract prospective new flyers to the sport in the host area.

**Accommodation Requirements for AU Meetings.** The host organization shall insure that meeting rooms are available at the hotel for the conduct of board and committee meetings, as well as a room to accommodate the AU's general membership meeting. The AU shall pay the discounted rate for these rooms. An American flag must be displayed in these rooms.

**Limitations of liability and responsibility for services:** In addition to the limitations in the licensing agreement between the parties, the AU's liabilities and responsibilities are further limited as follows:

1. The AU shall not be responsible for Loft, birds or transportation equipment used to transport birds.

2. The AU shall not be liable to any extent whatsoever for any actual, potential, or assumed loss of profits, or revenues, or for any collateral costs, which may result from neglect or criminal action.
3. **Insurance:** It is understood that the AU is not an insurer and that any insurance covering the Host's properties while involved in the convention is the Host organization's responsibility. It is suggested that the Host organization arrange any risk coverage for the transport of pigeons.
4. The AU is not responsible for the purchases of Hotel or commercial services or equipment from any outside service or vendor by the Host organization or their representatives without prior approval.