

SUBLICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into and effective this ___ day of _____, 20___, by and between Safari Club International, an Arizona non-profit corporation ("SCI"), and _____, a _____ (the "Chapter").

Recitals

A. Safari Club International Foundation ("SCIF") is the owner of certain trademarks, names, logos, and emblems, including but not limited to the marks identified on Exhibit A attached hereto (the "Marks") used in connection with non-profit activities related to conservation and preservation of wildlife and its habitat and related education matters. SCI is a licensee of the Marks for use in providing services to its member chapters related to wildlife, education and hunting (the "Club").

B. SCIF has developed and will continue to develop certain written materials, including but not limited to educational articles and marketing material (the "Works") that may be provided to the Chapter for use in connection with its chapter activities relating to the Club. Such Works may be subject to copyright protection.

C. The Chapter is an authorized member chapter of SCI and wishes to use the Marks and the Works in connection with its chapter activities on the terms and subject to the conditions hereinafter set forth and SCI desires to provide chapters a non-exclusive license to use them on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, the parties agree as follows:

Terms and Conditions

1. License. SCI hereby grants to the Chapter a nonexclusive license to use the Marks and the Works in connection with the Chapter's activities related to the Club. The Chapter's rights to use the Marks and the Works are subject to the Chapter's compliance with the terms of this Agreement and SCI's license agreement and nothing in this Agreement transfers any right, title or interest in the Marks or the Works to the Chapter, except as provided in this Agreement.

2. Use of Marks. The Chapter shall use the Marks (a) in the form and in the manner designated in writing from time to time by SCI or SCIF, (b) as allowed by the bylaws of SCI, (c) as set forth on Exhibit B attached hereto, and (d) as allowed by any guidelines and directives provided in writing to the Chapter from time to time by the Board of SCI. The Chapter shall attribute ownership of the Marks to SCIF in connection with the Chapter's use of the Marks in any publication or other materials distributed publicly or as otherwise requested by SCI or SCIF. Upon reasonable request, SCI or SCIF may inspect the Chapter's operations for which the Marks are used for conformance to SCIF's standards of quality. If the Chapter fails to meet the requirements of SCI or SCIF for use of the Marks or uses one or more of the Marks improperly, SCI or SCIF shall provide written notice to the Chapter and may terminate the license with respect to such Mark if the Chapter fails to cure the deficiencies within thirty (30) days of receipt of the notice.

3. Use of the Works. The Chapter may use the Works for internal purposes only except as otherwise agreed to by SCI or SCIF. The Chapter may make copies of the Works for its internal use provided that it reproduces and includes the copyright notice on any copies of the Works. The Chapter may not modify the Works without the prior written consent of SCI or SCIF. The Chapter may not distribute the Works without written authorization from SCI or SCIF. If the Chapter modifies the Works pursuant to consent by SCI or SCIF, all modifications will be owned by SCIF and the Chapter hereby assigns any rights it may have in such modifications to SCIF. The Chapter shall comply with the bylaws of SCI and the guidelines and directives of the Board of SCI as they relate to use of the Works.

4. Developments by the Chapter. The Chapter will promptly disclose to SCI and SCIF any developments of any kind that relate to the Club or that the Chapter conceives, makes, develops, or acquires within the scope of this Agreement, including, but not limited to, any ideas, processes, articles, marketing plans or ideas, designs, Club operations, and Club development whether or not reduced to writing, patented, copyrighted, or trademarked (hereafter referred to as "Developments"). The Chapter hereby assigns to SCIF all right, title and interest in and to any Developments. The Chapter shall cooperate with SCI and SCIF in protecting SCI's and/or SCIF's rights in any Developments, including but not limited assisting in registering any patents, copyrights or trademarks in the name of SCI and/or SCIF.

5. Term and Termination. This Agreement shall automatically terminate (a) upon revocation or termination of the Chapter's membership in SCI, (b) if the Chapter ceases to conduct activities in connection with SCI, (c) if the Chapter ceases to use the Marks or (d) if the Chapter fails to use the Marks in accordance with this Agreement, the SCI by-laws or the guidelines and directives of developed by the Board of SCI. SCI may also suspend or terminate this Agreement upon ten (10) days written notice if the Chapter is suspended for any reason. SCI, at its option, may reinstate this Agreement if the suspension is terminated and the Chapter is in good standing. Upon termination of this Agreement for any reason, the Chapter shall immediately cease use of the Marks and the Works and return the Works to SCI.

6. Miscellaneous.

(a) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the other provisions hereof.

(b) Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Arizona, and for all purposes, it, plus any related or supplemental documents and activities, shall be construed and interpreted in accordance with and governed by the laws of such state. The English version of this Agreement shall control.

(c) Entire Agreement. This Agreement constitutes and expresses the entire agreement and understanding between the parties hereto with respect to the subject matter, all discussions, promises, representations, and understandings relative thereto, if any, being herein merged.

(d) Notices. All notices and communications under this Agreement shall be in writing and shall be delivered in person, faxed or mailed by certified mail, return receipt requested, postage prepaid, by overnight express carrier, to the address of the parties listed herein, or to any other address as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received if personally delivered or faxed, then on the date of delivery, or if sent by overnight express carrier, on the next business day immediately following the day sent and if sent by mail, three (3) days after mailing.

(e) Dispute Resolution; Attorneys' Fees. The parties intend to negotiate in good faith and resolve any dispute arising under this Agreement. Any disputes between SCI and a chapter located within the United States and arising out of or related to this Agreement shall be filed in United States District Court for the District of Arizona or in the courts of the State of Arizona, as applicable, and the parties specifically consent to the personal jurisdiction thereof for the purposes of resolving such disputes. The prevailing party in any litigation shall be entitled to recover from the other party its reasonable attorneys' fees (as determined by a court and not a jury) and related costs and expenses incurred as a result of the litigation in addition to such other relief as may be granted. Any disputes between SCI and a chapter located outside of the United States and arising out of or related to this Agreement shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. Any arbitration shall be conducted in English and shall be held in Tucson, Arizona, USA. The prevailing party in any arbitration shall be entitled to recover from the other party its reasonable attorneys' fees and related costs and expenses incurred as a result of the arbitration in addition to such other relief as may be granted. Judgment on such arbitration may be entered in any court of competent jurisdiction in the State of Arizona, USA or other court having jurisdiction thereof and may be enforced in any relevant jurisdiction.

(f) Assignment. No party shall assign or transfer, or purport to assign or transfer, any of its rights or obligations under this Agreement without the prior written consent of the other party. Except as set forth in this Section, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties hereto.

(g) Third-party Beneficiary. SCIF is an intended third-party beneficiary of this Agreement and has the right to enforce any of the terms herein.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SCI
Safari Club International

CHAPTER

By _____

By _____

Its Executive Director

Its _____

Address:

Address:

4800 West Gates Pass Road

Tucson, Arizona 85745

EXHIBIT A
LICENSOR'S MARKS

<u>Mark</u>	<u>U.S. Registration/Serial No.</u>
SAFARICARE	2,170,221
SCI WORLD HUNTING AWARDS	1,981,460
SCI SAFARI SHOP	2,411,854
CENTURION CLUB	2,237,235
SAFARI SHOP	2,399,233
SAFARI CUB	2,445,184
SAFARI TIMES	2,397,786
SPORTSMEN AGAINST HUNGER	2,490,636 1,879,416
SCI INTERNATIONAL CONSERVATION FOUNDATION	76/305,073
SAFARI CLUB INTERNATIONAL FOUNDATION	76/126,891
SCI FOUNDATION CONSERVATION OF WILDLIFE EDUCATION OF THE PEOPLE & Design	76/126,889
SAFARI WHEELS	76/126,890
HUNTING HALL OF FAME	1,546,809
SCI	1,339,776
Lion Design (IC14)	1,256,044
(IC16)	1,219,927
Design	1,221,274
SAFARI CLUB INTERNATIONAL CONSERVATION FUND	1,237,749
SAFARI CLUB INTERNATIONAL	1,166,869
SAFARI	1,168,310
AMERICAN WILDERNESS LEADERSHIP SCHOOL	1,082,040

SCI FIRST FOR HUNTERS

78/203,254

78/203,269

78/203,268

78/203,266

78/203,265

SCI FIRST FOR HUNTERS and LOGO

78/203,257

78/203,264

78/203,261

78/203,260

78/203,258

HUNT FOREVER

SCI FOUNDATION and LOGO

EXHIBIT B

USE OF MARKS

The SCI and SCIF Marks represent a significant corporate asset. SCI and SCIF manage use of these Marks for the benefit of the SCI organization, including co-branding with well-known entities carefully chosen to place SCI in the best possible position within the industry and beyond. Specifically, the marketing department of SCI will manage the application and use of the Marks with all vendors. All third-party use of the Marks must be approved and handled by SCI. Chapters may not grant rights to others to use the Marks.

SCI and SCIF have developed a corporate standards document, which defines appropriate applications of the Marks by Chapters and vendors. The corporate standards document specifies how the Marks can be used. The SCI marketing department will, as stipulated by the bylaws, secure the approval of the Executive Director for licensing agreements involving applications of the Marks. The SCI marketing department will also oversee the Chapter's internal use of the Marks.

Under this new management process, Chapters may add their Chapter identity, as stipulated in the corporate Graphic Standards Manual. SCI manages the licensing arrangement for all logo goods and receives an override for all transactions, while still leaving room for Chapters to make money on goods sold through Chapter fund raising initiatives. SCI has created business card and stationary blanks for purchase by Chapters. SCI will add Chapter specific information to business cards and stationary as described in the corporate Graphic Standards Manual. All questions regarding use of the Marks should be directed to the SCI marketing department.