

Representative Directory Listing Form



Complete and return to ASI® via fax to: (215) 953-3900
Or by mail to: ASI, 4800 Street Road, Trevose, PA 19053-6698
If you have any questions, please contact Membership Sales at (866) Joinasi

Name: _____

Company Name: _____

Address: _____

Business Phone: _____ Fax: _____

Email Address: _____

Street Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Minimum of Three (3) ASI-listed supplier companies required for directory listing. Please supply COMPANY name (not line name). TO EXPEDITE PROCESS, PLEASE INCLUDE A LETTER OF VERIFICATION FROM EACH SUPPLIER YOU REPRESENT.

Company Name	ASI #	City	State	Zip Code

Territory (By State, Please)

Payment Information

Name of Cardholder: _____

Please check proper membership solution: Basic Membership \$225.00*

Credit card payments are accepted.

You can contact us at (866) 564-6274 or by visiting asicentral.com/store.



EVERY STEP OF THE WAY™

The ASI Representative Program Enrollment Terms & Licensing Agreement

1. You are a corporate officer, partner or owner of the Company named in this Application and are authorized to legally bind the Company. (The use of "I", "my", "you" or "your" shall mean you or the company for which you are signing this agreement.) You or your Company are not affiliated with an industry service provider. An industry service provider is any person or entity that sells or licenses, products or services such as computer services, advertising services, etc. to the advertising specialty/promotional products or incentive industries.
2. You have reviewed this Application and represent that the data and statements contained therein are true and correct, and are an accurate description of the Company's policies, resources, products and services marketed as a multi-line representative. YOU UNDERSTAND AND ACCEPT THAT IF ANY OF THE INFORMATION THAT YOU HAVE PROVIDED CONCERNING THIS APPLICATION IS FALSE, ASI MAY DELIST YOUR COMPANY AS AN ASI LISTED MULTI-LINE REPRESENTATIVE, BILL YOU OR YOUR COMPANY FOR THE COST OF ATTEMPTING TO VERIFY THE FALSE INFORMATION AND/OR TAKE ANY AND ALL APPROPRIATE LEGAL ACTIONS. YOU FURTHER AGREE THAT YOUR COMPANY OR YOU SHALL BE RESPONSIBLE FOR ALL COSTS (INCLUDING LEGAL COSTS) THAT ASI MAY INCUR IN PURSUING SUCH ACTIONS.
3. Change In Terms. Except for the annual fee, ASI may make changes to this Agreement after providing you with sixty (60) calendar days notice. This change will be sent to you electronically or by other means. If the change is not acceptable to you, you may terminate this Agreement by providing ASI with thirty (30) calendar days written notice and receive a pro-rated refund. Continued use after these periods shall be considered acceptance of the new terms. The annual licensing fee for service may be changed only upon the annual renewal.
4. Your assigned ASI Number and listing in ASI databases, publications and services requires that the Company comply with ASI membership requirements and pay membership dues.
5. ASI may rely on the data. All or part of the data, together with pertinent information concerning the Company obtained from You and may use it in the ASI directories and/or computer services and provided to other entities. ASI may refuse to list the Company as a multi-line representative and may withdraw the affected data from future reports and literature. Upon request, the Company will promptly and accurately complete, sign and return to ASI periodic listing updates, annual surveys or similar documents. If ASI determines that the Company is no longer actively and regularly engaged in the business as stated in this Application, or if the Company fails to provide requested updates or fails to meet listing criteria, ASI, in its sole discretion, may delist the Company and withdraw its ASI Identification Number.
6. The official ASI Identification Number (the "ASI Number") licensed to the Company is property of and is a part of the ASI confidential, proprietary and copyrighted distributor numbering system. The ASI Number will be used SOLELY in connection with the conduct of the Company's business as a specialty multi-line representative and for use SOLELY by the Company, and may not be assigned, transferred or otherwise made available for use by any other entity or individual. The ASI Number is intended for the purpose of identifying your Company to the ASI Distributor, Supplier and Decorator Network and does not imply ASI endorsement of your Company's services or policies. The Company shall take no action to indicate that it has ownership of the number.
7. In consideration for receiving from the Advertising Specialty Institute® its databases, publications, and services, and access to asicentral.com, the undersigned multi-line and/or factory representative (hereinafter collectively referred to as "Representative") agrees that:
 - 7.1 The databases and other services (if selected), the various publications, access to asicentral.com, (hereinafter referred to as the "Products Selected") and information contained therein, furnished to the Representative through this program and all replacements, updates and supplements thereto, are generated from ASI's copyrighted, confidential and proprietary databases that are the exclusive property of ASI, (hereinafter referred to as "Proprietary Data") and are licensed for use ONLY in connection with the conduct of your business as a representative in the specialty advertising/promotional products business. They are provided ONLY for your exclusive and personal use and the use of those officers and employees authorized by you and will be held in strict confidence. You agree to maintain the confidentiality of the Products Selected. You may not use any of the Products Selected to compete with ASI or any of its affiliates, or to assist other people or entities to compete with ASI or its affiliates. None of the Products Selected supplied under this license may be reproduced, transferred to machine-readable form or to electronic or mechanical storage devices or systems, nor may they be rented, sold, loaned, exchanged or transferred or disclosed to any third parties without first receiving the expressed written authorization of an ASI officer obtained for that purpose. The Products Selected and Proprietary Data are not to be used to circumvent the services ASI normally provides to suppliers, distributors or decorators or to substitute for distributor lists suppliers would ordinarily rent from ASI. Uses specifically prohibited include, but are not limited to, a) using Proprietary Data as mailing lists to promote separate business activities, such as "for profit" seminars and shows, b) conducting promotional mailings and c) furnishing information to your supplier or distributor clients. You shall not provide your ASI Central password to any other person or entity. You agree and understand that the products and services provided under this agreement may be discontinued, modified or replaced.
 - 7.2 Any unauthorized use or breach of the above terms may be deemed grounds for cancellation of use of the Products Selected and requires their immediate return to ASI. If necessary, ASI may pursue legal action to obtain the return of all such information and records and damages for violation of copyright and confidentiality. If such legal action is necessary, you agree to reimburse ASI for such legal costs.
 - 7.3 In the event you receive replacements, updates or supplements from ASI, you shall destroy all obsolete material. All enrollments subject to standard ASI credit review and approval prior to acceptance.
8. Since the databases, or other services (if selected), are the products of the interchange of information, we ask that you periodically examine your own distributor records and send ASI (confidential – to the attention of the President) the name, address, phone number and name of principal of any active distributor in your territory not already listed by ASI. Though our screening is extensive, we occasionally miss a distributor who should be listed by ASI. When you submit a name to us, ASI will follow up with a questionnaire to determine if ASI should list that distributor. The letter will indicate that you "referred" that distributor to ASI.
9. ASI shall not be responsible for any claim or damages arising from or connected with any inaccurate or incomplete information delivered to you through the Products Selected. THE PRODUCTS SELECTED ARE PROVIDED "AS IS." ASI DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL ASI BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT LIMITED TO, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS REPUTATION REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF ASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF ASI EXCEED THE ANNUAL LICENSING FEE.
10. In the event the Company breaches any of the terms and conditions stated herein, ASI, in its sole discretion, may, in addition to its other legal remedies: obtain reimbursement of its legal fees incurred in curing such breach; delete the Company's listing from the ASI database reports and literature; withdraw permission to use the number; and/or discontinue other ASI services. Upon request, the Company shall immediately return to ASI all confidential, proprietary or copyrighted materials, including copies.
11. ASI will use reasonable efforts to avoid errors in reporting the data in this Application to authorized suppliers. The entire liability of ASI and the Company's exclusive remedy in the event of ASI error shall be for ASI to promptly attempt to correct those errors that are reported by the Company to ASI.
12. Each of those individuals listed in this Application as an officer, partner or owner of the Company, as well as those individuals who may be added from time to time by the Company, may be relied upon by ASI as having authority to represent and make changes on behalf of the Company in connection with the data in this Application, unless and until ASI receives notification in writing from the Company that such individual does not have such authority.
13. IN NO EVENT SHALL ASI BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS, REGARDLESS OF THE FORM OF THE ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF ASI EXCEED THE APPLICATION AND MEMBERSHIP FEE.
14. Applicant agrees that these terms and conditions and their application shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflicts of law. By submitting this application, Applicant agrees that any action at law-suit in equity or other judicial proceeding concerning the application or the terms and conditions shall be decided exclusively by and in a state or federal court in Pennsylvania and accordingly consents to the exclusive jurisdiction and venue of the Common Pleas Courts of Bucks County, Pennsylvania or the United States Federal District Court for the Eastern District of Pennsylvania.
15. The Company shall be obligated and be responsible for the proper performance of these terms and conditions by its representatives, employees, agents and independent contractors.
16. The initial term of your membership is one (1) year. After the initial term, your membership will automatically renew for successive one (1) year terms at the then-current rates with no refunds unless either party provides notice of termination to the other party thirty (30) days prior to the anniversary date. These terms and conditions shall be binding upon the Company's heirs, successors and permitted assigns.
17. ASI products and services that are not part of your membership selection are available at a separate charge, and are not part of the listing requirements nor processing fee.
18. ASI reserves the right, in its sole discretion, whether to approve or deny any listing application.
19. The failure of ASI to partially or fully exercise any right or the waiver by ASI of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term or condition.
20. No presumption or burden of proof or persuasion shall be implied by virtue of the fact these Terms & Conditions were prepared by a particular party. These Terms & Conditions set forth the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter. No amendment or modification of these Terms & Conditions shall be made except by a writing signed by an officer of the party to be bound thereby.
21. You may not be an ASI Multi-Line Representative if You are a competitor of ASI or its affiliates or provides services or work for a competitor of ASI or one of its affiliates.
22. Entire Agreement. This is the entire Agreement between the parties and supersedes all other written and oral agreements between the parties relating to the subject matter hereof. The Agreement may not be modified except in writing signed by an authorized agent of Your Company and an ASI officer.

I hereby authorize and consent for the company/organization noted on this document to receive faxes, texts or emails sent by or on behalf of ASI®, ASI Show®, and ASI Computer Systems®, Inc. to the fax, phone numbers and/or email addresses provided in this document.

AGREED TO: Applicant Company Name _____

by _____ Date _____
Signature of Corporate Officer, Partner or Owner

Print Name _____ Print Title _____