

The American Society of Estate Liquidators® Associate Agreement

The following party (the “Applicant” or “you”) applies for Associate Status to The American Society of Estate Liquidators, LLC, a North Carolina limited liability company (“ASEL®”). Associates must meet the following requirements to the satisfaction of ASEL®:

- Have completed ASEL®’s School of Estate Liquidation or have been providing services as an estate liquidator for over one year as evidenced by professional references.
- Comply with all applicable licensing and permitting requirements of the city, county and state in which Applicant resides or provides services.
- Not have been subject to any complaints, lawsuits, criminal prosecutions or convictions that demonstrate, in ASEL®’s opinion, a failure to support its principals and purposes.
- Have this Agreement accepted by ASEL® and pay ASEL® the fees required by ASEL®

Applicant must provide the information, complete the series of qualifying questions, and agree to the provisions set forth below. You will be notified by e-mail if you are accepted for Associate Status by ASEL®. If you are not accepted for Associate Status by ASEL, any fee paid will be returned to you; otherwise, the fee is non-refundable in whole or in part.

Name:

Company Name:

Address:

City:

State:

Zip:

Telephone No.:

E-mail:

**The American Society of Estate Liquidators®
Associate Agreement**

I. Are you renewing your ASEL® Associate Status? Yes No

If “Yes,” go to Section IV.

II. If you have completed ASEL’s®’s School of Estate Liquidation
Please give the date of completion:

III. Have you been providing estate liquidation services either individually, under the company name provided on page 1 of this Agreement, or as an employee of any entity for the past one (1) year?

Yes No

If Yes, please provide three (3) references we can contact to verify that you provided estate liquidation services.

Name:

Address:

Telephone:

Name:

Address:

Telephone:

Name:

Address:

Telephone:

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IV. Are there any pending civil actions or outstanding judgments against you, the company listed on page 1 of this Agreement, or any entity to which you provided estate liquidation services as an employee or an owner, that have remained outstanding or unsatisfied for a period of at least one (1) year?

Yes No

If Yes, please explain:

V. Have you, the company listed on page 1 of this Agreement, or any entity to which you provided estate liquidation services as an employee or an owner, ever been convicted of a felony in the course of providing estate liquidation services, or convicted of fraud or related offenses.

Yes No

If Yes, please explain:

VI. Are there any outstanding complaints lodged against you, the company listed on page 1 of this Agreement, or any entity to which you provided estate liquidation services as an employee or an owner, with the Better Business Bureau, consumer protection agencies, arbitration authorities, or other dispute resolution organizations or agencies?

Yes No

If Yes, please explain:

VII. Do you and the company listed on page 1 of this Agreement (if applicable) have all of the governmental authorizations, licenses or permits required to operate an estate liquidation business in the city, county and state in which you reside or provide services?

Yes No

If No, please explain:

The American Society of Estate Liquidators[®]

Associate Agreement

If granted Associate Status in ASEL[®], you agree that:

1. You will not operate an estate liquidation business except in your own name or in the name of the company listed on page 1 of this Agreement (the “Company”) without immediately notifying ASEL[®] in writing and re-applying to ASEL[®] for Associate Status.
2. You have read and will observe and be dedicated to the ASEL[®] Code of Ethics as it may be amended from time to time.
3. You will maintain all governmental authorizations, licenses or permits required to operate an estate liquidation business in the city, county and state in which you reside, the Company is located, or you or the Company provide services.
4. You will immediately inform ASEL[®] in writing in the event that you or the Company, are served with a civil action, criminal complaint, or demand for mediation or arbitration, or in the event that a complaint is lodged against either you or the Company by the Better Business Bureau, consumer protection agencies, arbitration authorities, or other dispute resolution organizations or agencies.
5. You will ensure that you and the Company comply with all federal, state and local statutes, rules and regulations.
6. You will not represent that you or the Company has any authority to bind or obligate ASEL[®] in any manner or operate as agents of ASEL[®].
7. You acknowledge that The Association of Estate Liquidators[®] and ASEL[®] (collectively, the “Marks”) are federally registered service marks of America Society of Estate Liquidators, LLC, a North Carolina limited liability company, and that you and the Company have no rights in or to the Marks or the ASEL[®] seal except as granted under this Agreement. You further agree that all use of the Marks and the ASEL[®] seal will inure to the benefit of ASEL[®]. You will not challenge or, directly or indirectly, assert any right, title or interest in or to the Marks, of the ASEL[®] seal, or any application for registration or registration of any of them. As long as you are in good standing with ASEL[®], ASEL[®] grants you a nonexclusive, nontransferable and non-assignable license to use the Marks and the ASEL[®] seal. You must use this license only as provided in this Agreement and in accordance with the Code of Ethics. ASEL[®] will supply you with the Marks and ASEL[®] seal and you agree to use the Marks and the ASEL[®] seal only in the form provided by ASEL[®]. Use of any other form must be approved in writing by ASEL[®].
8. You acknowledge that nothing in this Agreement or in your use of the Marks and the ASEL[®] seal will confer any endorsement or approval of your services or products. The use of the Marks and ASEL[®] seal by you is only to convey association with ASEL[®] and a commitment to abide by ASEL[®]'s Code of Ethics.
9. None of the information provided by you in this Agreement or furnished to ASEL[®] in connection with this Agreement, contains or will contain any untrue statement of a material fact or omit to state a material fact necessary to make the information not

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10. Your Associate Status terminates after one (1) year. You may terminate this Agreement earlier by giving ASEL® thirty (30) days' prior written notice. ASEL® may terminate this Agreement and your Associate Status in its sole discretion for failure to adhere to ASEL®'s Code of Ethics, for your or the Company's breach of this Agreement, or upon your death. Upon termination either by you or ASEL®, you agree to remove and destroy all materials bearing the Marks and/or the ASEL® seal and to cease immediately any and all use of the same.
11. You and the Company agree to indemnify and hold ASEL®, its members, managers and representatives harmless from any and all costs and expense (including reasonable attorneys' fees), damages, settlements, judgments, fines and penalties incurred by them arising from any third party investigation, cause of action, demand or claim in connection with, resulting from, or arising out of your breach of this Agreement or your conduct, activities, omissions or failures to act, or those of the Company.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any disputes arising out of this Agreement shall be adjudicated exclusively by an appropriate federal or state court sitting in the State of North Carolina, Mecklenburg County, and the parties consent exclusively to in personam jurisdiction of such courts. The prevailing party in any action under or related to this Agreement shall be entitled to recover all of its costs incurred in connection with any such action, including reasonable attorneys' fees. The provisions of this Agreement are severable and the unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision. This Agreement sets forth the entire agreement and understanding between the parties with respect to its subject matter, and merges and supercedes all prior discussions, agreements and understandings of any kind between the parties, whether oral or written. No modification of this Agreement shall be valid unless made in writing and signed by each party. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement may not be assigned by you to anyone.

By affixing a signature below, you agree to be bound by the foregoing terms and conditions and represent and warrant to ASEL® that you are the person whose name appears on the first page of this Agreement.

[Signature]