



ASID Texas Chapter Sponsorship 2020 - 2021 Terms and Conditions and Letter of Agreement

1. Chapter shall use good faith efforts to provide the sponsorship benefits set forth in the 2019 - 2020 ASID Industry Partner Sponsorship Application in accordance with the Sponsor's above chosen sponsorship level.
2. During the term of this Agreement, Chapter agrees to identify and acknowledge Sponsor as a corporate sponsor pursuant to Internal Revenue Code Section 513(i) and related Treasury Regulations (collectively "IRC Section 513(i)").
3. The Texas Chapter of the American Society of Interior Designers and/or Chapter is the sole owner of all right, title and interest to all intellectual property, including Chapter's logo, trademarks, trade names, and copyrighted materials, unless otherwise provided. Chapter hereby grants to Sponsor a limited, non-exclusive license to use certain of Chapter's intellectual property, including Chapter's name, acronym, and logo and related intellectual property (collectively, the "Chapter Property") solely in connection with the promotion of Sponsor's sponsorship, and provided that such use is in accordance with the Chapter's graphic standards and Trademark Guidelines, as may be amended from time to time and is approved by the Texas Chapter Communications Director.
4. Sponsor further agrees that it shall not use Chapter's information or Chapter Property in any manner that states or implies that Chapter endorses Sponsor and/or its products or services. It is understood that Chapter retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. Sponsor hereby grants to Chapter a limited, non-exclusive license to use certain of Sponsor's intellectual property, including names, trademarks and copyrights (collectively "Sponsor Property") solely to identify Sponsor as a corporate sponsor and to fully effectuate this Agreement. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to Chapter nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to Chapter; and that Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark or other personal or property right of any third party.
5. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire and each party shall discontinue the use of such other party's Property.

6. Chapter shall give Sponsor credit in advertising and promotional materials prepared by Chapter in accordance with the benefits associated with your chosen sponsorship level. Failure to provide Chapter with your logo and other requested materials within the requested deadline provided by Chapter staff may result in the absence of Sponsor's information from promotional materials.

7. Sponsor shall use reasonable efforts to prevent the unauthorized use of Chapter Property by third parties. Sponsor will not grant any of its rights hereunder to any third party nor allow any of Sponsor's tie-in partners to refer to Sponsor's status hereunder without Chapter's prior written approval.

8. Sponsor will notify Chapter in writing if it learns of any unauthorized use of Chapter Property.

9. In consideration of all licensing and other rights granted you hereunder, and in accordance with the fee schedule for your chosen Sponsorship level, Sponsor will pay Chapter all sponsorship fees within 5 Days after the signing this Agreement.

10. Chapter is an unincorporated Not-for-Profit Membership association of the State of Texas, and a business league that operates as a tax-exempt organization under section 501(c)(6) of the Internal Revenue Code. Chapter is not a charity, and no part of any donation or contribution to Chapter should be considered a charitable donation. Sponsor should consult with its tax advisor regarding the deductibility of the Contribution as a business expense.

11. Chapter shall not be responsible (and no money shall be refunded to Sponsor) if any event is canceled due to unforeseen circumstances or events beyond Chapter's control, or if it is otherwise commercially unreasonable to hold any event or provide any benefit.

12. This Agreement does not constitute a partnership or joint venture or principal-agent relationship between the parties. Neither party has and neither party will receive as a result of this Agreement or otherwise any right or authority to assume responsibility or create any liability on behalf of the other in any manner.

13. This Agreement may not be assigned by either party.

14. Both parties consent to personal jurisdiction in the State of Texas and agree that any legal action, suit or proceeding relating to this Agreement or the transactions contemplated hereby, shall be instituted in a federal or state court sitting in Dallas County, Texas, which shall be the exclusive jurisdiction and venue of said legal proceedings. This Agreement shall be construed in accordance with and governed by the laws of Texas.

15. Sponsor understands and agrees that only the Texas Chapter of the American Society of Interior Designers, an un-incorporated Not-for-Profit membership association of the State of Texas, and NOT the American Society of Interior Designers, Inc., is a party to this Agreement.

16. **LIMITATION OF LIABILITY:** For purposes of this Agreement the term "Chapter Person" shall mean any present or former Chapter Officer, Director, Member or Employee, except that "Chapter Person" shall not include Sponsor. As a material inducement on the part of Chapter to enter into this Agreement, it is agreed that:

(a) To the extent that the proceeds, if any, from any insurance policy maintained by Chapter are insufficient to satisfy any judgment obtained against Chapter, or if the event giving rise to Chapter's liability is not covered by insurance, only the assets of Chapter, not the individual assets of any Chapter Person, may be used to satisfy any such judgment requiring the payments of monies;

(b) To the fullest extent permitted by law, the maximum collective liability of Chapter to Sponsor (including to any-one claiming through or under Sponsor) for any claim, injury, loss or damage, whether foreseen or unforeseen, shall not exceed the amount of any sponsorship fee paid by Sponsor pursuant to this Agreement;

(c) Chapter shall not be held responsible for (i) the negligence or willful misconduct of third parties; (ii) the negligence or willful misconduct of Sponsor; and/or (iii) the non-performance of third parties.

17. Sponsor shall indemnify, defend and hold harmless Chapter, its officers, directors, agents, and employees from and against any and all claims, losses, damages, judgments, settlements, costs, expenses (including reasonable attorney's fees and expenses) and liabilities of every kind resulting from, arising out of, or relating to (i) any act or omission by Sponsor and/or its officers, directors, employees, or agents; (ii) any use of Sponsor Property; and/or (iii) Sponsor's breach of this Agreement.

18. This Agreement is the final agreement between the parties. Any modification, amendment, change, waiver or addition to this Agreement must be in writing and signed by both parties.

By signing this agreement, Sponsor understands and acknowledges the terms and conditions of this Agreement, and expressly agrees to be bound by the terms and conditions of sponsorship as outlined in this Agreement. If a corporation or a limited liability company is a party to this Agreement, the person signing this agreement on behalf of the Corporation or limited liability company represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and grant the rights and assume the obligations that are being provided for in this Agreement.

THIS AGREEMENT IS NOT BINDING ON THE CHAPTER (AND THE SPONSORSHIP IS NOT EFFECTIVE) UNTIL THIS AGREEMENT HAS BEEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CHAPTER

Sponsor BY:

Signature: Sponsor

Date

Texas Chapter of the American Society of Interior Designers, BY:

Signature: Corey Allen Davey, ASID Title: Texas Chapter President

Date



Print Name / Title :

Texas Chapter of ASID Credit Card Payment Form

(Visa, MasterCard, Discover or American Express)

*Please Print or Type legibility * indicate required fields*

* Company Name _____

* Company contact / Rep _____

* Company address _____

*City _____ *State _____ *Zip _____

* contact email _____

* contact daytime phone _____

* ASID IP Membership # _____

* Card Number _____

* Exp. Date _____ * Security Code _____

(the 3 digit code on the back of the card, or if AX the 4 digit code on front)

* Cardholder Name _____

(as it appears on the card)

* *complete Billing Address with Zip Code if different from above Company address:*

* Amount \$ _____ *for: _____

* Card Authorized Signature _____

* Print Signature Name _____

(a copy of this signed form will serve as your receipt. Transaction will be shown as "ASID Texas Chapter")

Thank you for your Support and Participation