

CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this ____ day of _____, 20____, by and between the International Jugglers' Association, Inc. ("ASSOCIATION"), a nonprofit corporation, with its principal place of business at _____, and _____ ("CHAPTER"), a/an incorporated nonprofit corporation/unincorporated nonprofit association, with its principal place of business at _____.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

I. Grant of Charter to CHAPTER.

A. Charter. ASSOCIATION hereby grants to CHAPTER a non-exclusive charter to be a chapter of ASSOCIATION. In accordance therewith, CHAPTER is authorized to use the name "International Jugglers' Association," acronym "IJA," and logo of ASSOCIATION in or in connection with CHAPTER's name, acronym and logo, with the authority to use such marks in connection with CHAPTER's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by ASSOCIATION.

B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by ASSOCIATION or surrendered by CHAPTER, pursuant to the terms of this Agreement for revocation and surrender.

C. Territory. CHAPTER shall represent ASSOCIATION as ASSOCIATION's affiliate in _____ (the "Territory"), pursuant to and in accordance with ASSOCIATION's mission and purposes as set forth in ASSOCIATION's Articles of Incorporation and Bylaws or as otherwise established by ASSOCIATION's Board of Directors. CHAPTER acknowledges that this designation is non-exclusive in the Territory and that ASSOCIATION may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

D. Authorized Activities. ASSOCIATION specifically authorizes CHAPTER to conduct the following activities within the Territory: educating and rendering assistance to fellow jugglers, providing an accessible source of information pertaining to juggling to jugglers and the public; and recording and maintaining the history of juggling and such other activities as may be consistent with the mission and purposes of ASSOCIATION and in which ASSOCIATION may from time to time authorize CHAPTER to engage.

II. Obligations of ASSOCIATION.

ASSOCIATION's obligations under this Agreement shall include:

- A. To provide information about the CHAPTER to the ASSOCIATION's members and other AFFILIATED groups.
- B. To provide help and information about all forms of juggling events from weekly meetings and classes to regional festivals.
- C. To give credibility to CHAPTER as a benefit to the local community.

IV. Obligations of CHAPTER.

CHAPTER's obligations under this Agreement shall include:

- A. **Organizational Status.** CHAPTER warrants that it is incorporated as a nonprofit corporation in good standing or an unincorporated association in good standing as defined by the state or commonwealth in which the CHAPTER has its primary place of business, and that it shall remain in good standing.
- B. **Organizational Structure.** CHAPTER warrants that the structure of the non-profit corporation or unincorporated association is of at least five (5) persons and that each is personally members of the ASSOCIATION in good standing.
- C. **Articles of Incorporation or Articles of Association.** As a condition of receipt of its charter as a chapter of ASSOCIATION, CHAPTER heretofore provided to ASSOCIATION the ARTICLES OF INCORPORATION or ARTICLES OF ASSOCIATION of CHAPTER. CHAPTER agrees that its ARTICLES OF INCORPORATION or ARTICLES OF ASSOCIATION are, and shall remain, consistent in all material respects with the mission and purpose of the ASSOCIATION.
- D. **Compliance with Laws.** CHAPTER warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, CHAPTER warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, CHAPTER warrants that it shall make all required filings, such as annual corporate reports and tax filings, that may affect its corporate or tax status.

E. Recordkeeping, Reporting and Inspection. CHAPTER shall maintain all records related to its organizational and tax-exempt status and shall forward to ASSOCIATION copies of its Articles of Incorporation or Articles of Association, tax exemption determination letter from the Internal Revenue Service (if any), as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency). CHAPTER shall maintain reasonable records related to all of its programs, activities and operations. CHAPTER shall submit regular written reports, no less than once per year, to ASSOCIATION summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the written request of ASSOCIATION and at ASSOCIATION's expense, CHAPTER shall permit ASSOCIATION or ASSOCIATION's designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to ASSOCIATION copies of such records.

F. Programs and Activities. CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of ASSOCIATION, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. CHAPTER shall endeavor to use, to the extent possible, materials available through ASSOCIATION in support of such programs and activities. CHAPTER shall send to ASSOCIATION on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that CHAPTER intends to sponsor or conduct. ASSOCIATION may, at its sole discretion, send representatives to observe such programs and activities.

G. Other Obligations:

1. _____.
2. _____.
3. _____.
4. _____.

V. Intellectual Property and Confidential Information.

A. Limited License. In accordance with ASSOCIATION's non-exclusive grant to CHAPTER to be a chapter of ASSOCIATION in the Territory, CHAPTER is hereby granted a limited, revocable, non-exclusive license to use (i) the name "International Jugglers' Association, Inc.," acronym "IJA," logo of ASSOCIATION, and other ASSOCIATION trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"), (ii) ASSOCIATION's membership mailing, telephone, telecopier, and electronic mail lists with respect to past, current or prospective members of ASSOCIATION located within the Territory (hereinafter collectively

referred to as the “Mailing List”), and (iii) all copyrighted or proprietary information and materials provided by ASSOCIATION to CHAPTER during the Term of this Agreement (hereinafter referred to as the “Proprietary Information”)(the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the “Intellectual Property”) in or in connection with CHAPTER’s name, acronym and logo and for other official CHAPTER-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by ASSOCIATION.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of ASSOCIATION. The Intellectual Property may be used by CHAPTER of ASSOCIATION if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by CHAPTER to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by ASSOCIATION. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of CHAPTER by ASSOCIATION. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by ASSOCIATION in its sole discretion.

2. ASSOCIATION’s logo may not be revised or altered in any way, and must be displayed in the same form as produced by ASSOCIATION. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of ASSOCIATION.

3. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. CHAPTER shall not permit any third party to use the Intellectual Property without ASSOCIATION's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without ASSOCIATION's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of ASSOCIATION, discredits ASSOCIATION or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between ASSOCIATION and CHAPTER, including but not limited to the fact that CHAPTER is a separate and distinct legal entity from ASSOCIATION.

4. CHAPTER shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of ASSOCIATION.

5. In any authorized use by CHAPTER of the Intellectual Property, CHAPTER shall ensure that the applicable trademark and copyright notices are used

pursuant to the requirements of United States law, the laws of the Territory, and any other guidelines that ASSOCIATION may prescribe.

6. ASSOCIATION shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. ASSOCIATION reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that CHAPTER's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

7. Use of the Intellectual Property shall create no rights for CHAPTER in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by CHAPTER shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

B. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

VI. Relationship of Parties.

The relationship of ASSOCIATION and CHAPTER to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that CHAPTER is an agent of ASSOCIATION.

VII. Indemnification.

CHAPTER shall indemnify, save and hold harmless ASSOCIATION, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by CHAPTER or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by CHAPTER in this Agreement. This indemnity shall require CHAPTER to provide payment to ASSOCIATION of costs and expenses as they occur. CHAPTER shall promptly notify ASSOCIATION upon receipt of any Claim and shall grant to ASSOCIATION the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VIII. Revocation or Surrender of Charter.

A. Revocation of Charter. The charter granted by ASSOCIATION to CHAPTER hereunder shall remain in full force and effect unless and until revoked by ASSOCIATION or surrendered by CHAPTER in accordance with the provisions of this Agreement. ASSOCIATION, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement. Any decision by ASSOCIATION to revoke CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based; provided, however, that ASSOCIATION shall provide CHAPTER with sixty (60) days from the date of such notice to cure any alleged breach of this Agreement. In the event that ASSOCIATION determines, in its sole discretion, that CHAPTER has not corrected the condition leading to ASSOCIATION's decision to revoke CHAPTER's charter, ASSOCIATION shall so notify CHAPTER in writing. ASSOCIATION's decision shall become final unless, within thirty (30) days of its receipt of written notice from ASSOCIATION, CHAPTER delivers to ASSOCIATION a written notice to appeal such determination. Upon the filing of such an appeal notice, CHAPTER shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of ASSOCIATION pursuant to the applicable rules or procedures prescribed by ASSOCIATION's Board of Directors. The decision of ASSOCIATION's Board of Directors upon such appeal shall be final and not subject to further appeal.

B. Surrender of Charter. CHAPTER may surrender its charter by delivering to ASSOCIATION written notice of its intention to do so no less than fourteen (14) days prior to the effective date of such surrender.

IX. Miscellaneous.

A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and

replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of _____. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of _____. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of _____. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of _____.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by telecopier, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or telecopier numbers:

If to ASSOCIATION: _____

Attn.: _____,
Telecopier () _____ - _____

If to CHAPTER: _____

Attn.: _____,
Telecopier () _____ - _____

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

INTERNATIONAL JUGGLERS' ASSOCIATION, INC.

By: _____
Name: _____

Title: _____

[NAME OF CHAPTER]

By: _____

Name: _____

Title: _____