

Background

The American Association of Service Coordinators (AASC) is a national not-for-profit membership association whose 4000 members serve seniors, people with disabilities, and low-income families living within affordable rental housing and the surrounding community. Service coordinators assist senior and disabled residents in identifying, locating, and acquiring the services necessary for them to remain independent and help families achieve self-sufficiency and economic independence.

AASC members consist of individual service coordinators, public housing authorities, and state housing finance agencies, area agencies on aging, community action agencies, housing owners, property management companies as well as for-profit and not-for-profit organizations and companies who provide products and/or services to housing residents.

AASC can assist _____ in expanding their capacity to reach more seniors, people with disabilities as well as provide broader program coverage by providing access to AASC's service coordinators and property managers working in senior properties.

Partnership Agreement

This Partnership Agreement (hereinafter, "Agreement") is entered into this 1st day of _____ 20____ (the "Effective Date") by and between the American Association of Service Coordinators, having offices at: P.O. Box 1090 Worthington, OH 43085 (hereinafter, "AASC"), and _____, having offices at _____ (hereinafter, "_____").

WHEREAS, AASC is in the business of providing memberships to service coordinators and others involved in supportive housing, as well as training programs, public policy, advocacy, and general guidance and assistance to its members and constituents. WHEREAS, _____ is in the business of empowering seniors through increased awareness and understanding of programs and services offered.

The intent of the following sponsorship elements is to inform AASC members and housing professionals across the nation as well as inform their residents in senior and affordable housing.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties covenant and agree as follows:

Partnership Outreach to AASC Members Service Options

Select which services you would like from the menu below. Please note _____ will be asked to offer property specific conference calls to members and their residents, additionally two AASC Memberships will be added to your service.

- \$850: A dedicated partner news article with up to three (3) images, unlimited characters, and up to two (2) hyperlinks to content of your choosing. AASC will design and generate each article for review and approval.
- \$5,000: Inclusion in our online community, Just AASC and listed as a partner. Given the opportunity to have three (3) posts where members can receive information and resources. Posts can be inclusive of hyperlinks, images, and/or video.
- Facebook advertising, with the option to target specific demographics (age, gender, location, etc.).
 - Cost/day (for advertisements pre-formatted)
 - 3.7 – 10K accounts/day = \$30.00
 - 1.8 – 5.3K accounts/day = \$20.00
 - 1 – 2.6K accounts/day = \$10.00
- \$1,000(non-profit organizations) \$1,500 (for profit organizations): AASC will provide an exhibitor booth at the AASC National Conference where _____'s and AASC Members can interact directly; inclusion in

conference exhibitor promotions to approximately 4,000 AASC Members;

- \$500: AASC will include links to _____'s website on the "Supplemental Links" page of the AASC website and if applicable by the publication deadline, the state AASC chapter webpage;
- \$6,000: AASC will promote twelve (12) of _____'s monthly informational session to be hosted by _____ For AASC members via Zoom or Teams;
 - _____ will offer to host conference calls with individual properties for AASC members and their residents, as requested;
 - \$500 AASC will provide two AASC memberships to the _____ key staff for purposes of staying up to date on AASC communications;
 - AASC will invoice _____ upon ratification of this agreement in the amount of \$_____.

Intellectual Property. AASC is the sole owner of all right, title, and interest to all AASC information, including AASC's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. AASC hereby grants to _____ a limited, non-exclusive license to use certain of AASC's name, acronym, and logo (collectively, the "AASC Property"), solely in connection with promotion of _____'s partnership of the Program. _____ agrees that it shall not use AASC's Property in a manner that states or implies that AASC endorses _____ (or _____'s products or services). It is understood that AASC retains the right to review and approve in advance all uses of such intellectual property which approval shall not be unreasonably withheld.

_____ is the sole owner of all right, title, and interest to all _____ information, including _____ logos, trademarks, trade names, and copyrighted information, unless otherwise provided. _____ hereby grants to AASC a limited, non-exclusive license to use certain of _____'s intellectual property, including names, trademarks, and copyrights (collectively, "_____ Property"), solely to identify _____ as [a/the] _____ of the Program. It is understood that _____ retains the right to review and approve in advance all uses of such intellectual property which approval shall not be unreasonably withheld. _____ represents and warrants that it has not previously disposed of any of the rights herein granted to AASC 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 AASC; and that the _____ Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.

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.

Terms and Termination. The Term shall be one (1) year from _____ 1, 20__. After the initial term of this agreement, the contract will automatically renew. _____ will be given a 30-day notice if changes are made to the terms or cost associated with this agreement. Previous agreements between AASC and _____ will be superseded by this agreement. This Agreement will terminate immediately upon written notice by either Party if the other Party: {i) materially breaches any provisions of the Agreement and the breach is not resolved for a period of thirty (30) days after delivery of written notice of the breach, or {ii) terminates or suspends its business or its product or service operations.

Warranties. Each Party warrants to the other that it will perform its duties under this Agreement in a workmanlike and professional manner.

Indemnification. AASC and _____ will defend, indemnify, and hold each other and their officers, directors, agents and employees harmless against all costs, expenses and losses (including reasonable attorney fees and

costs) incurred through claims of third Parties against each other based on a breach of any representation, warranty or covenant made in this Agreement. This indemnity shall survive the termination of this Agreement.

Limitation of Liability. The sole and exclusive remedy of any Party for any claim, loss or damage in any way related to, or arising out of, this Agreement shall be limited to its actual, direct damages and shall not under any circumstances, extend to any lost profits, loss of business, or any indirect, consequential, incidental, exemplary, or punitive losses or damages of any kind or nature whatsoever or howsoever caused, regardless of whether the Party had been advised of a possibility of such damages.

Integration. This Agreement constitutes the entire understanding of the Parties is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with the Agreement.

Confidentiality/Non-Disclosure. AASC and _____ agree not to disclose to any third Party the terms and/or conditions of this Agreement.

Copyright Transfer. _____ hereby grants to AASC a non-exclusive, perpetual, irrevocable, royalty-free license, and release to use the content created and presented as a part of this agreement, including PowerPoint presentations, handouts, recorded presentations (hereinafter referred to singularly and collectively as the "work"). Without limiting the generality of the foregoing, _____ further grants to AASC the rights reproduce, distribute, and otherwise make use of the work, and authorizes AASC to use _____'s name and logo in connection with their use and promotion of the work. The Copyright Transfer applies only to work created by _____ specifically for their partnership with AASC.

Notice. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

Michelle Missler
President & CEO
American Association of Service Coordinators
P.O. Box 1090
Worthington, OH 43085
Phone: (614) 848-5958, ext. 104
E-Mail: mmissler@servicecoordinator.org

Independent Contractors. Each Party acknowledges that it is an independent contractor under this Agreement, and that it is not authorized to act on behalf of or commit for the other Party. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture or franchise relationship. Neither Party shall represent itself as an agent or legal representative of the other Party.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the federal laws of the United States of America applicable therein.

Signatures:

Michelle Missler, President & CEO
American Association of Service Coordinators

Date

Received by: _____

Date