ASA Affiliate Model
Affiliation Agreement

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this ___ day of ________, 20___, by and between Americans for Safe Access ("ASSOCIATION"), a 501c4 nonprofit corporation, with its principal place of business at 1806 Vernon Street NW, Washington, D.C. 20009 and __________________________ ("AFFILIATE"), an incorporated organization or business.

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 AFFILIATE.

A. Charter. ASSOCIATION hereby grants to AFFILIATE non-exclusive charter to be an AFFILIATE of ASSOCIATION, both parties agree that AFFILIATE is authorized to use the name “Americans for Safe Access,” acronym “ASA,” and logo of ASSOCIATION in or in connection with 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 AFFILIATE 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 AFFILIATE, pursuant to the terms of this Agreement for revocation and surrender. The Terms of this Agreement are subject to an annual renewal process as set forth herein. Failure to comply with annual renewal expectations may result in termination at the discretion of the ASSOCIATION.

II. Obligations of ASSOCIATION.

ASSOCIATION’s obligations under this Agreement shall include:

A. List AFFILIATE on ASSOCIATIONS website AND refer inquiries from interested parties to AFFILIATE.

B. Provide monthly newsletters to AFFILIATE via email list.

C. Provide coordination calls at a frequency to be determined by the ASSOCIATION.

D. Send out email blasts and action alerts with information consistent with the mission statement of the ASSOCIATION within 3 days from the receipt of request from the AFFILIATE.

E. Hold annual joint fundraiser with the AFFILIATE.
F. Offer AFFILATE members reciprocal membership.

G. Send bi-annual reciprocal membership drive to regional contacts.

H. Promote AFFILATE's activities.

III. Obligations of AFFILATE.

AFFILATE’s obligations under this Agreement shall include:

A. Association of ASA members. AFFILATE must be made up of a minimum of 5 members of the ASSOCIATION whose membership is in good standing.

B. Compliance with Laws. AFFILATE warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement. Furthermore it is the sole responsibility of the affiliate to obtain any another permits, licenses, and approval needed by AFFILATE.

C. Programs and Activities. AFFILATE shall endeavor to sponsor and conduct programs and activities that are of the highest quality with respect to content, materials, logistical preparation, and otherwise.

D. Adopt and Enforce ASSOCIATION’s Non-Discrimination Policy. ASA is committed to providing an environment that is free from discrimination in practice and opportunity because of race, color, religion, creed, national origin, ancestry, disability, gender, sexual orientation, or age.

E. Other Obligations:

1. Inform the ASSOCIATION of local and state agenda items.
2. List ASSOCIATION on AFFILIATES website AND refer inquiries from interested parties to ASSOCIATION.
3. Provide updates on strategy on a quarterly basis.
4. Send out email blasts and action alerts within 3 days from the receipt of request from the ASSOCIATION.

F. Hold one joint fundraiser a year with the AFFILATE.

G. Send bi-annual reciprocal membership drive to contacts.

H. Promote ASSOCIATION activities.

Affiliate & Association Joint Fundraising
A. **Reciprocal membership:** Upon approval of their charter, the Affiliate’s members will enjoin reciprocal membership to the ASSOCIATION.

   1. The AFFILIATE will disclose membership information to the ASSOCIATION on a monthly basis.
   2. The ASSOCIATION will send AFFILIATE members welcome information and designated member number.

B. **Bi-annual reciprocal membership drive:** Twice a year the ASSOCIATION and AFFILIATE will contact respective regional lists to become members of both organizations.

   1. The ASSOCIATION will collect funds and disperse 50% of revenue to the AFFILIATE
   2. The ASSOCIATION will collect a 5% processing fee.

C. **Annual joint fundraiser:** Once a year the AFFILIATE and ASSOCIATION will host a fundraiser in the AFFILIATES region.

   1. The ASSOCIATION will collect funds and disperse 50% of revenue to the AFFILIATE
   2. The ASSOCIATION will collect a 5% processing fee
   3. The event will be jointly organized and promoted by the AFFILIATE and ASSOCIATION

D. **Commission for sales of ASA products and services:** The AFFILIATE may raise additional income from selling ASA products and services as defined below. Nothing in the section precludes the ASSOCIATION to offer these products and services in the AFFILIATE’s region. The ASSOCIATION will disperse funds to the AFFILIATE with in 30 days of receipt of payment for products and services.

   1. Keep the Money in the Movement participants signed up by AFFILIATE, medical cannabis related or otherwise: 30% remitted to AFFILIATE.
   2. Trainings conducted by the ASSOCIATION: 30% of net to CHAPTER.
   3. Sale of ASA Patient Resource Program: 10% of net to CHAPTER.

IV. **Intellectual Property and Confidential Information.**

A. **Limited License.** In accordance with ASSOCIATION’s non-exclusive grant to AFFILIATE to be an affiliate of ASSOCIATION in the Territory, AFFILIATE is hereby granted a limited, revocable, non-exclusive license to use so long as the affiliate is in good standing:

   1. the name “Americans for Safe Access”, acronym “___ASA___”, logo of ASSOCIATION, and other ASSOCIATION trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the “Marks”);
   2. all copyrighted or proprietary information and materials provided by ASSOCIATION to AFFILIATE during the Term of this Agreement (hereinafter referred to as the “Proprietary Information”)
3. AFFILIATE may purchase such materials from the ASSOCIATION and seek compensation;
4. AFFILIATE must provide credit to the ASSOCIATION where the AFFILIATE reproduces any intellectual property or other materials from the ASSOCIATION;
5. All trainings are the property of the Association. Any training provided by the ASSOCIATION to the AFFILIATE or any member of the AFFILIATE who has been trained by the ASSOCIATION to conduct trainings are restricted to the use by the AFFILIATE under this agreement. Trainings may not be reproduced or rebranded by any individual or entity;

B. Intellectual Property. The Intellectual Property is and shall remain at all times the sole and exclusive property of ASSOCIATION. The Intellectual Property may be used by AFFILIATE 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 AFFILIATE 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 AFFILIATE 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.

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

2. The Intellectual Property must be used by AFFILIATE in a professional manner and solely with express permission of ASSOCIATION. AFFILIATE shall not permit any third party to use the Intellectual Property without ASSOCIATION's express prior written approval. AFFILIATE 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 AFFILIATE, including but not limited to the fact that AFFILIATE is a separate and distinct legal entity from ASSOCIATION.

3. Use of the Intellectual Property shall create no rights for AFFILIATE 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
C. **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:

1. 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;

2. make no further use of it; and

3. 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.

4. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

VII. **Relationship of Parties.**

The relationship of ASSOCIATION and AFFILIATE 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 AFFILIATE is an agent of ASSOCIATION.

VIII. **Indemnification.**

AFFILIATE shall indemnify, save and hold harmless ASSOCIATION, its 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 AFFILIATE or any of its, 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 AFFILIATE in this Agreement. This indemnity shall require AFFILIATE to provide payment to ASSOCIATION of
costs and expenses as they occur. AFFILIATE 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.

IX. Revocation or Surrender of Charter.

A. Revocation of Charter. The charter granted by ASSOCIATION to AFFILIATE hereunder shall remain in full force and effect unless and until revoked by ASSOCIATION in writing or surrendered by AFFILIATE in accordance with the provisions of this Agreement. ASSOCIATION, through its Board of Directors, shall have the authority to revoke the charter of AFFILIATE if the Board of Directors at its sole discretion with or without cause. The decision of the Board of Directors is final.

B. Surrender of Charter. AFFILIATE may surrender its charter by delivering to ASSOCIATION written notice of its intention to do so no less than 7 days prior to the effective date of such surrender.

X. 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 CA. 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 CA. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of CA.

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 fax, 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 fax numbers:

If to ASSOCIATION:

________________________
________________________
________________________
Attn: ______________, ______________
Fax (___) ______-__________

If to AFFILIATE:

________________________
________________________
________________________
Attn: ______________, ______________
Fax (___) ______-__________
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.

ASSOCIATION – Americans for Safe Access

Date: __________________________
Name: __________________________
Title: __________________________
Signed: __________________________

AFFILIATE - __________________________

Date: __________________________
Date: __________________________
Name: __________________________
Name: __________________________
Title: __________________________
Title: __________________________
Signed: __________________________
Signed: __________________________