

Garden Centers of Colorado
Affinity Partnership Agreement

General

_____ (name of company) (Affinity Partner) desires to be an affinity partner with Garden Centers of Colorado (GCC), a nonprofit 501(c) 6 corporation based in Colorado. GCC has established an affinity partner program whereby supplier members of the organization agree to offer discounted services or products to regular members of the association. In addition, some affinity partners may provide a non-dues revenue payment back to GCC for participation in this program.

Member Discount and Non-Dues Revenue

_____ (name of company) agrees to provide the following to an active, dues paying regular member of the Garden Centers of Colorado:

A) _____ % discount on the following products:

B) _____ (initial here) if the Affinity Partner will pay to GCC a non-dues revenue apportionment based on the discounted sales of products purchased by GCC members. GCC and Affinity Partner shall agree on the following calculation and distribution terms of non-dues revenue:

Membership in GCC

_____ (name of company) agrees to be an active, dues paying member of the association based on the dues rate approved by the Board for the calendar year and during the duration of this agreement.

Limitation of Sponsorship

Affinity Partner hereby grants GCC a limited, non-exclusive license to use Affinity Partner's trade names, trademarks, service marks and other Proprietary information owned by Affinity Partner. GCC agrees this information will be used only in connection with promoting the Affinity Partnership. Likewise, GCC will provide its trademark and Affinity Partnership marketing language for use by Affinity Partner to promote relationship back to GCC members.

Affinity Partner Understanding

Affinity Partner is solely responsible for any legal liability arising out of or relating to this partnership. Affinity Partner understands that this agreement is not intended to be an endorsement of the services or products of the Affinity Partner but rather provide an opportunity for the Affinity Partner to offer its services or products to GCC members. The selection of Affinity Partners is at the sole discretion of the Board of Directors of GCC.

Responsibility of GCC and Affinity Partner

Upon approval by the Board of Directors of GCC and a fully executed agreement, GCC will provide a membership list of Garden Center members only to the Affinity Partner. Affinity Partner will provide to GCC a logo and description of company and product/service discount offered to GCC members and GCC will post to the Affinity Partnership section of its website. GCC will not be responsible for marketing Affinity Partner discount, communicating with GCC members about discount, accounting for products purchases, etc. GCC's sole responsibility will be to provide access to the list of garden center members and post affinity partner's name and logo to the GCC website.

Term of Agreement

This agreement shall begin _____ (insert date) and end _____ (insert date). _____ (name of company). Both parties may agree to renew this partnership unless notified by electronic communication 30 days prior to the end date. The Board of Directors may terminate tis agreement at any time should Affinity Partner violate any terms of this agreement or discriminate against any GCC member or provide preferential treatment to special members over other members.

Mutual Indemnification

_____ (name of company) and Garden Centers of Colorado agree to indemnify and hold each other, and the other's officers, directors, and employees, harmless against any and all liabilities, costs, claims, and expenses, including reasonable attorney's fees, arising out of or relating to the other's performance under this agreement.

Governing Law

This agreement is governed by the laws of the State of Colorado. The parties to this agreement agree to first negotiate in good faith to resolve any disagreement. If such negotiations fail, the parties agree that any controversy or claim arising out of or relating to this agreement shall be resolved by arbitration before a single arbitrator in Denver, Colorado and any judgement on the award rendered by the arbitrator may be entered in any Court having authority over the parties.

Limitation of Liability

Neither party shall be liable for any special or consequential damages or loss of profits occasioned by participation or any breach of the terms of this Agreement.

Notice

All notices given in this Agreement shall be sufficient if in writing and delivered to the party to be notified addressed as set forth below, postage prepaid, registered or certified mail.

If to Affinity Partner

Vendor Company Name

Contact Name

Address

Phone

If to GCC

Garden Centers of Colorado

C/O Association Director

1987 Wieler Road

Evergreen, CO 80439

202.236.1533

In Witness Whereof, each party hereto, by its representative has dully executed this Agreement as of the date first written above, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Agreement for and on behalf of such party.

Affinity Partner

Name: _____

Title: _____

Garden Centers of Colorado

President Name _____

Title: _____