

# ASSOCIATE MEMBER AGREEMENT TERMS AND CONDITIONS

By executing this Associate Agreement, the Associate Member agrees to abide by this agreement and not engage in activities that may adversely affect the nonprofit or tax-exempt status of the Buffalo Bills Alumni Foundation.

**1. Purposes of the Associate Membership:** The alliance is being formed to promote the mission of the Buffalo Bills Alumni Foundation. That mission is to raise funds to assist charitable organizations. Associate members can also provide recommendations and advice to the Board of Directors and members of the Buffalo Bills Alumni Foundation via surveys, meetings and events. The membership will increase the volunteer base of our foundation and utilize the expertise of individuals in the areas of finance, fundraising, marketing, advertising, procurement of products, event planning, and event implementation.

**2. Participation as an Associate;** Upon acceptance of this Associate Agreement and payment of the \$100 dues, the Associate shall hold the status of an Associate Member of the Buffalo Bills Alumni Foundation for a period of twelve (12) months commencing on the acceptance date. Associate may renew its Associate status for subsequent twelve (12) month periods by paying any then-current annual dues established by the Buffalo Bills Alumni Foundation Board of Directors. Failure to pay annual dues, when due, shall result in termination and/or non-renewal of Associate's membership. Associate dues and fees are non-refundable. The Board of Directors may increase or decrease the annual dues and/or fees required of Associate Members upon prior written notice to the Associate Member. All dues and fees shall be used in furtherance of the mission and purposes of the Buffalo Bills Alumni Foundation.

**3. Duties and Rights of Associates:** The duties, rights, privileges, and obligations of Associate Members shall be determined by the Board of Directors from time to time. Unless otherwise determined by the Board of Directors, Associate Members shall not be entitled to any voting rights with respect to the business or proceedings of the Buffalo Bills Alumni Foundation.

**4. Limitation of Liability:** Neither party shall be liable to the other for any indirect, special, exemplary, consequential, special, or punitive damages, including without limitation, lost profits even if advised of the possibility of such damages. With respect to Associate members participation, the Buffalo Bills Alumni Foundation shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages including, without limitation, lost profits, sustained or incurred by Associate which are not attributable to the actions or inactions of the Buffalo Bills Alumni Foundation under this Associate Agreement.

**5. Indemnification:** Associate shall indemnify, defend and hold harmless the Buffalo Bills Alumni Foundation and its directors, officers, employees, representatives, agents, attorneys, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, suits, proceedings, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Associate's failure to materially comply with any of its obligations under this Associate Agreement.