



“Shop & Share Locally” Coventurer Agreement

This Coventurer Agreement (“Agreement”) is made as of _____ by and between _____ (hereafter referred to as the “Organization”) a charitable and not-for-profit corporation, having its offices at _____ and Mark Williams Outdoor Equipment, on behalf of itself, for the purpose of raising funds for the Organization by means of Mark Williams Outdoor Equipment “Shop & Share Locally” (promotion)

1. The Promotion and the Organization’s participation are described in the Participation Application form, which, as completed by the Organization, is attached and incorporated into this Agreement (the “Application”).
2. Organization will participate at the Mark Williams Outdoor Equipment located in Murphysboro, Illinois identified in the Application on the date(s) specified “Promotional Period,”
3. Within thirty (30) days after the Promotional Period each party will report to the other the funds raised; provided that in the Promotion, all funds due the Organization shall be raised by the Organization’s distribution of “Shop & Share Locally” flyer & wallet size cards. These flyers and wallet size cards are presented by the purchaser at the time a purchase is made at Mark Williams Outdoor Equipment. A predetermined percentage (noted on organization’s application) of the total invoice (not including sales tax) will be recorded to determine the total amount of the contribution.
4. The “Term” of this Agreement will be from the first date above until the thirty-first (31st) day after the end of the Promotional Period and thereafter neither part shall have any obligation to the other except with respect to regulatory compliance and any provision that expressly survives the Term.
5. The Organization hereby warrants and represents that it is a not-for-profit corporation organized and recognized under the laws of the United States and every other applicable jurisdiction, that it has full rights in and to its name, all as stated in the Application.
6. In the event that Mark Williams Outdoor Equipment so requests, the Organization shall grant Mark Williams Outdoor Equipment a limited, revocable, non-exclusive and non-transferable license to use the Organization’s name and associated designs (“Organization Trademarks”) in conjunction with the Promotion and Mark Williams Outdoor Equipment hereby acknowledges the Organization’s ownership of the Organization Trademarks and, except as specifically licensed herein, Mark Williams Outdoor Equipment shall acquire no right, interest, or goodwill in the Organization Trademarks and Mark Williams Outdoor Equipment shall not contest the validity of or the Organization’s rights and interests in the Organization Trademarks.
7. Mark Williams Outdoor Equipments’ name, trademarks and associated designs are hereinafter referred to as the “Mark Williams Outdoor Equipments’ Trademarks” and Organization likewise acknowledges ownership of the Mark Williams Outdoor Equipment Trademarks. No title to or ownership of Mark Williams Outdoor Equipment Trademarks, or any part thereof, is hereby transferred to Organization.
8. Each party agrees that Mark Williams Outdoor Equipment has the right to review and approve all Promotion material produced by or for the Organization. Organization has the right to approve only such material, if any, that uses any Organization Trademarks, which approval will not be unreasonably withheld. Each party agrees that if approval is neither granted nor denied within two (2) business days of receipt of material, approval will be deemed granted.
9. Promotion materials must fully and truthfully describe the Promotion. Mark Williams Outdoor Equipment agrees that any solicitations made by Mark Williams Outdoor Equipment on behalf of Organization in conjunction with the sale of goods or services will identify to the customer at point of solicitation: a) the actual quantity of net proceeds that will be contributed to Organization, b) the Promotional Period.
10. Organization and Mark Williams Outdoor Equipment understand and agree that: (a) the parties are co-venturers solely with respect to the Promotion, (b) neither party (nor any of its employees or representatives), is authorized to act as an agents of the other, and (c) the Promotion will result in no cost or expense to either party unless expressly agreed in writing.

Each party represents that: (a) it will comply with all applicable federal, state and local laws and regulations (including but not limited to any requiring registration and/or approval) during the planning, promotion and conduct of the Promotion, and (b) all necessary insurance and requisite licenses and permits will be obtained and will be in full force during the Promotion.

12. Each party agrees to release the other and to defend, indemnify, and hold it harmless, together with its affiliated and related organizations and the officers, directors, employees, agents, and legal representatives of each, from and against any and all third party claims, losses, damages, costs and expenses, and liabilities of whatever kind or nature caused by, arising out of, or occurring in connection with (or claimed to have been so caused) any breach hereof and such indemnifying party's representations and warranties or any other act or omission of such party relating to the Promotion.

13. This Agreement is made in and shall be governed by the laws of the State of Illinois and all disputes arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts sitting in the County of Jackson County, State of Illinois. No failure to exercise, and no delay in exercising any right under or arising out of this Agreement shall operate as a waiver, nor will any partial exercise of any right preclude the exercise of any other right. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. This Agreement constitutes the sole agreement between the parties hereto with respect to the subject matter herein and no amendment, modification, or waiver of any of the terms and conditions hereof shall be valid unless in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Mark Williams Outdoor Equipment

Organization: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____