

## **ASSP CHAPTER WEBSITE HOSTING AGREEMENT**

THIS AGREEMENT is made between the American Society of Safety Professionals("ASSP") of the ASSP Chapter named on the signature page of this Agreement ("Chapter")

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

### **Charges/Cost**

- ASSP Website Hosting service only (no Maintenance) is \$30 per month
- Hosting and Maintenance is \$35 per month
- Set-up fee to launch a new chapter website or change the template on an existing site outside of scheduled maintenance is \$75
- Space on the ASSP server is limited to 1 Gigabyte per Chapter website
- 20 email addresses are included
- Website templates and content management system
- Chapter.ASSP.org subdomain
- Commercial email account
- Commercial online survey account
- Training to use included tools

Maintenance shall be defined as changing or converting computer files equivalent in size to one (1) 500-word text file into HTML format, within a period of 5 business days. Chapter agrees that maintenance requests must be submitted to ASSP electronically, with any supporting computer files attached in their final and complete form, ready for use and conversion to HTML by ASSP Staff. Chapter agrees to submit all subsequent changes, edits or alterations to Chapter website materials to ASSP in electronic format - without exception.

Regarding Domain Name Registration, any chapter who chooses to forego an ASSP subdomain name and purchase their own domain name are responsible for all associated maintenance and fees with the domain registrar.

All content remains the property of the Chapter. Additional services may be purchased at additional cost from ASSP, upon written instruction by Chapter representative.

**Billing**

Billing will occur every month from the date of the establishment of the account with ASSP. Unless proper 60-day notification is received, ASSP will renew web hosting services annually with the chapter every year until termination of contract.

All invoices for hosting services are deducted from the chapter monthly dues each settlement. Should a chapter not have the funds to cover the monthly dues each settlement, payment is due to ASSP within 30 days.

**Marketing**

ASSP agrees to provide a link to Chapter home page from ASSP website. ASSP may use the Chapter name and/or Chapter Uniform Resource Locator (URL, commonly known as the "website address") for the purposes of marketing.

Chapter agrees to provide a link to ASSP home page from Chapter home page. Link should be in the form: "American Society of Safety Professionals" and should appear on the Chapter home page. ASSP reserves the right to provide links related to ASSP events, products or services on the Chapter website.

**Hosting Service**

Hosting services for purposes of this contract refer to rental of disk space on ASSP Internet server.

ASSP agrees that an attempt will be made to make the Chapter hosting Internet server available at all times. Chapter understands, however, that Internet server may be unavailable periodically for the purposes of maintenance and upgrades.

Chapter further understands that periodic service outages may occur with ASSP's Internet provider. Chapter agrees to accept server unavailability as acceptable and holds ASSP harmless of all losses arising as a result.

**Acceptable Use**

ASSP Website Hosting services may only be used for lawful purposes. Transmission or solicitation of any material which violates United States Federal, State, or other laws which may apply in this jurisdiction or your local area, is prohibited. This includes material which is obscene, threatening, harassing, libelous, or in any way a violation of intellectual property laws. Chapter agrees that any material which would commonly be considered "indecent" or "appealing to the prurient interest", also commonly referred to as "adult" material, is strictly prohibited.

Images submitted for use on the website must be works the chapter owns or has the right to license, and it does not violate or infringe upon any copyright, trademark, patent, statutory or common law, or proprietary rights of any third party. By submitting an image, the chapter grants ASSP and its chapters and regions the right to use, publish, reproduce, reprint, and/or distribute the image, in any format, through any media, in print or electronically (including the Internet).



ASSP agrees and understands that the chapter or owner will retain ownership rights to the image as applicable and that the chapter understands and agrees that it will receive no fees, compensation or royalties from ASSP for the use of the image as provided herein.

ASSP further prohibits the transmission of unsolicited e-mail, commonly referred to as "SPAM". Chapter mailing lists are for "opt-in" purposes only. Chapter agrees that each address on a mailing list must result from a request to be on such list. ASSP database information commonly available through ASSP Roster Reports shall be considered as approved membership data for use on Chapter website, through a password-protected area of Chapter website.

Chapter agrees to abide by the ASSP website terms of use specifically as it pertains to website content policy and online advertising. ASSP reserves the right to accept or decline advertising materials to be placed on Chapter website.

Chapter agrees to use ASSP Web Hosting Service account in a way that conforms with all applicable laws and regulations. Chapter specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks contained either within or outside of ASSP network and website servers.

Chapter agrees to abide by the ASSP brand guidelines, specifically as it pertains to the Chapter website.

### **Liability**

Chapter agrees that ASSP shall have no liability for the services, data or information made available the public, including any liability for any consequential, indirect, special or incidental damages regardless of the success or effectiveness of other remedies.

Chapter agrees to indemnify, defend and hold harmless ASSP in any legal action, which arises as a result of Chapter use of ASSP services or Chapter's performance or breach of this Agreement, without limitation or exception. The terms of this provision shall survive the termination or expiration of this Agreement.

Chapter agrees that ASSP has the right and responsibility to fully cooperate in any legal investigation regarding any aspect of ASSP Web Hosting Services, including services sold to Chapter.

### **Security**

Chapter understands that the Internet and other various networking communication mediums are not secure, and may be subject to interception or loss. ASSP makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the ASSP web server network.

**Term and Termination**

This Agreement shall commence upon the effective date and continue terminated as provided herein.

1. Either party may terminate this Agreement on 60 days advance written notice without cause.
2. In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following at least thirty (30) days written notice to the defaulting party.
3. Either party is bankrupt or insolvent, or bankruptcy or solvency proceedings are instituted against a party and the proceeding is not dismissed within thirty (30) days after commencement.

**Notices**

All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when mailed by certified or registered mail, postage prepaid, or by commercial overnight delivery service addressed as follows.

If to Chapter to the address shown on the signature page of this Agreement

If to ASSP to:

Micah D'Orazio  
520 N. Northwest Highway  
Park Ridge, Illinois 60068

Or to such other address as identified by a party to the other in writing.

**No Waiver**

The failure of a party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.

**Entire Agreement**

This Agreement constitutes the entire agreement between parties as to the subject matter hereof and supersedes all prior understandings or agreements whether oral or written. This Agreement may be modified only by written instrument signed by the parties hereto.

**Assignment**

Chapter shall not assign its rights or responsibilities under this Agreement without the prior written consent of ASSP.

**Successors**

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

**Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**Governing Law**

The terms of this Agreement shall be construed and enforced under the laws of the State of Illinois.

**Headings**

The headings used in this Agreement are for convenience only and are not to be used in construction or interpretation.

**Chapter Website Hosting Agreement**

IN WITNESS WHEREOF, each of the parties has executed this agreement as of the date written below.

**American Society of Safety Professionals**

Signature: Dennis Hudson

Name: Dennis Hudson

Title: Executive Director

Date: April 2, 2018

**American Society of Safety Professionals Chapter Representatives**

Chapter Name: Badgerland

Signature: Lea F. Burger

Name: Lea Fay Burger

Title: Chapter President

Date: April 20, 2018 \_\_\_\_\_

Address of Chapter: 7459 Garber Rd, Middleton, WI 53562