



Young Americans for Freedom Chapter Agreement

This Agreement made this _____, between Young America's Foundation, a non-profit organization having a principal business address at 11480 Commerce Park Dr., Reston, Virginia, 20191 (800-USA-1776; <http://www.yaf.org/>) and determined by the Internal Revenue Service to be exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (hereinafter "the Foundation") and

_____ Young Americans for Freedom Chapter (hereinafter referred to as the "Chapter").

Whereas Young Americans for Freedom (hereinafter "YAF") is a project of Young America's Foundation, and Young America's Foundation possesses all rights to the name, trademarks, and service marks of "Young Americans for Freedom" and wishes to help establish a network of independent YAF chapters across the country;

Whereas YAF is dedicated to encouraging active citizenship among young people and upholding conservative and traditional values as enumerated in The Sharon Statement and;

Whereas the Chapter shares and wishes to promote the values expressed in The Sharon Statement consistent with the terms and conditions of this Agreement, through its activities at _____ :

Now, therefore, in consideration of the mutual promises of the parties, it is agreed as follows:

- 1) The Foundation authorizes the use of the name "Young Americans for Freedom" and "YAF," and the YAF logo, to the Chapter, conditional on Chapter's compliance with the terms of this Agreement as set forth herein below. This license may not be assigned.
- 2) As a condition of the license granted in section 1, the Chapter agrees to the following:
 - a. The Chapter agrees to adopt and maintain a constitution and bylaws substantially similar to those that accompany this Agreement as Exhibits A and B. The Chapter agrees to submit any proposed constitution or bylaw amendments to the Foundation, for review, not less than 30 days before the date for proposed adoption. The Chapter understands that the Foundation has discretion to deny any proposed amendments. The Chapter agrees not to adopt any such amendments not approved by the Foundation.



- b. All promotional, fundraising, and other communications with non-members must be approved in writing by the Foundation. In order to obtain this approval, the Chapter must provide the Foundation with a copy of all draft promotional, fundraising, and other communications at least 72 hours before they are intended to be published, displayed, or otherwise communicated to non-members.
 - c. All co-sponsorship of events between the Chapter and other organizations or student groups must obtain written approval from the Foundation prior to any agreement to coordinate on an activity. To obtain this approval, the Chapter must provide the Foundation with any and all information requested by the Foundation.
 - d. The Chapter agrees that Young Americans for Freedom is a project of the Foundation and therefore the Chapter agrees that it will not affiliate, enter into an agreement with, lend use of the Young Americans for Freedom name, or otherwise collaborate with other national organizations without prior written permission from the Foundation.
 - e. The Chapter agrees to maintain its affiliation with an academic institution—a college, high school, or home school group. If the Chapter is not yet recognized or affiliated with an academic institution, the Chapter agrees to diligently pursue recognition and affiliation.
 - f. The Chapter agrees to operate in conformity with its own constitution and bylaws. The Chapter further agrees to operate within the limitations of Section 501(c)(3) of the Internal Revenue Code, including, but not limited to, no statements respecting and no participation in any political/election-related activities.
 - g. The Chapter agrees to comply with all applicable laws.
 - h. The Chapter agrees to provide the Foundation, upon request, current copies of its constitution and bylaws, financial records, membership lists, donor lists, photographs and media reports of events, activism materials, and other documents that the Foundation may request.
 - i. The Chapter agrees to take no position and make no public statements inconsistent with The Sharon Statement or conservative principles, or in violation of federal, state or local laws, statutes or ordinances, including Section 501(c)(3) of the Internal Revenue Code.
 - j. The Chapter agrees to cooperate with the Foundation and other YAF chapters in advancing conservative ideas.
- 3) The Foundation and the Chapter agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, or to make any representation of agency, or to use each other's credit in conducting any activities under this Agreement.
- 4) This Agreement shall be effective on the date provided above and shall continue in effect until terminated pursuant to this paragraph.



In general, either the Foundation or the Chapter may terminate this Agreement upon 30 days notice in writing to the other party, at the address set forth below (unless changed pursuant to written notice).

- a. Additionally, the Foundation may terminate this Agreement immediately upon the Chapter's breach of this Agreement or in the event of Chapter's insolvency, fraud, willful misconduct, or assignment of rights under this Agreement.
 - b. Upon termination of this Agreement, the Chapter shall cease all use of YAF's name, YAF's trademark and service mark(s), and resources provided by YAF and the Foundation, including any materials that were produced before termination of this Agreement. The Chapter shall provide to the Foundation all membership lists, financial records, and other organizations record and documents, and shall return all materials provided by YAF or the Foundation.
 - c. Except as provided in subparagraph (d), if a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If all parties to the dispute agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator.
 - d. The Foundation retains the right to seek equitable relief in any court having jurisdiction in the event the Chapter engages in conduct in violation of this agreement or threatens to engage in conduct in violation of this agreement. The Chapter agrees that this agreement is entered into in Virginia and that the courts of the Commonwealth of Virginia will have jurisdiction to grant such relief and hereby consent to the jurisdiction of such courts for such purposes.
- 5) The Chapter agrees to indemnify and hold harmless the Foundation and YAF, its directors, officers, employees, agents and affiliates for any and all: claims, losses, damages, liabilities, judgments or settlements, including reasonable attorneys' fees, costs or other expenses incurred on account of any activity conducted by the Chapter pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.
 - 6) Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, facsimile transmission, or by First-Class (postage prepaid) mail to members of the leadership of the Foundation or the Chapter.
 - 7) The Foundation will consider assisting the Chapter with certain initiatives designed to advance conservative ideas on its campus.



- 8) This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia applicable to all contracts made and to be wholly performed therein.
- 9) This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements. This Agreement may be amended only in a writing signed by all parties.

In Witness Whereof, each of the parties hereto has caused this Agreement to be executed below by its duly authorized agent.

Chapter Chairman -- Full Name:

Mailing Address:

Phone:

Email:

X

Chapter Chairman
Young Americans for Freedom

X

Executive Director
Young Americans for Freedom



Young Americans for Freedom is a project of Young America's Foundation

