



TASA Corporate Partnership Terms and Conditions

04/19

1. This Application and Agreement ("Agreement") is by and between "Corporate Partner" (identified on Page 1 of 2 hereof), and the Texas Association of School Administrators ("Association"), to be effective as of September 1, 2019 ("Effective Date"). This Agreement is for a term ending on August 31, 2020. The "party" or "parties" means and refers to Corporate Partner and Association, or either one of them.

2. Corporate Partner shall pay all sums for the Program Participation Level selected in the application, in four equal quarterly installments which are due and payable each year on or before the 1st day of September 2019, December 2019, March 2020, and June 2020, respectively, or in accordance with such other payment schedule mutually acceptable to Corporate Partner and Associates.

3. Corporate Partner agrees to indemnify and hold Association and its directors, officers, employees, agents and members harmless with respect to any and all third party claims for losses, damages, liabilities, judgments, or settlements, including attorney's fees, costs and other expenses arising directly from the activities conducted by Corporate Partner pursuant to this Agreement, except to the extent such claims arise out of Association's act or omission, including any breach of this Agreement. The parties agree to promptly notify each other upon receipt of any such claim or legal action arising out of the activities conducted pursuant to this Agreement.

4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANYONE ELSE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, REVENUE, USE, DATA OR INFORMATION. ASSOCIATION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY EXCEED THE AMOUNTS PAID BY CORPORATE PARTNER TO ASSOCIATION UNDER THIS AGREEMENT.

5. Both parties acknowledge and agree that notwithstanding anything to the contrary herein, either party may terminate this Agreement for cause.

6. Neither party is the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of or on behalf of the other party. No agency, partnership, joint venture, or employment is created as a result of this Agreement.

7. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

8. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course in dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

9. If any provision of this Agreement is adjudged by a court of competent jurisdiction to be unenforceable or invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

10. All notices, reports, approvals or consents required or permitted hereunder shall be in writing and shall be deemed to be delivered when received by certified U.S. Mail or overnight courier. All notices shall be directed to the parties at the addresses stated in the application or to such other address as either party may, from time to time, designate by written notice to the other party.

11. This Agreement shall be governed in all respects by the laws of the State of Texas and the United States without regard to conflict of laws provisions thereof. VENUE FOR ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY CONCERNING OR RELATING TO THIS AGREEMENT SHALL BE A COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS.

12. The respective rights and obligations of the parties under Sections 4 and 5 shall survive any termination or expiration of this Agreement. The prevailing party in any litigation concerning or relating to this Agreement shall be entitled to recover its attorneys' fees and legal expenses from the other party. This Agreement binds and inures to the benefit of the parties, and their respective heirs, successors and permitted assigns.

13. Both parties represent and warrant that the person signing this Agreement has the full power and authority to so bind their respective companies to the terms and conditions of this Agreement. Corporate Partner acknowledges and agrees that Association's recognition of it as a Corporate Partner does not constitute an endorsement of Corporate Partner's business, product(s) and/or service(s); and, further, that neither party shall make or allow any representations, claims or statements contrary to this understanding and agreement.

Read, agreed, and accepted by authorized representatives for Corporate Partner and Association:

Corporate Partner Representative

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Organization: _____

TASA Representative

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Organization: _____