

Staples Participation Agreement

THIS STAPLES PARTICIPATION AGREEMENT ("Agreement") is made and entered into this day of _____, 20____. The **Kentucky Chamber (State Chamber)** and the _____ **Chamber (Local Chamber)** have agreed to enter into a group purchasing agreement to offer a business supply program to members of the Local Chamber.

Recitals

The Staples Advantage Program is an office supply group purchasing program designed for Chambers of Commerce to offer to their members. This Program is offered through Staples Advantage, the business-to-business division of Staples, Inc. This program offers exclusive pricing and solutions for members of chambers of commerce that opt to participate in the program.

Agreement Term

This Agreement shall continue for a term of two (2) years from the Effective Date. This Agreement may be renewed thereafter for two-year terms unless either party gives notice to the other party that they do not wish to renew the Agreement. This agreement may be canceled by either party with sixty (60) days notice given in writing to the other party.

Membership in the State Chamber is necessary for participation by the Local Chamber in this program.

Royalty payments will end upon termination of this agreement.

Both parties agree to indemnify, hold harmless and defend the other from any claims, suits or actions, including reasonable attorney fees, arising out of the marketing, sale, administration or promotion of this group purchasing program.

Program Conditions

The Local Chamber acknowledges that Staples Advantage is not required to do business with any particular member and retains discretion as to the terms and conditions upon which it will deal with members.

The Local Chamber is not responsible or liable for any terms, conditions, prices or products offered through the Staples Advantage Program for members. Staples Advantage will bill participating Local Chamber members directly. All charges incurred by each participating member are the exclusive obligation of the member.

The State Chamber's duties and responsibilities will include marketing, operational, and administrative functions needed to assist the Local Chamber with the management of this program. The Local Chamber agrees to use their best effort to promote this program to encourage member engagement and participation. Examples of this include promoting the program at Local Chamber events, a program overview on the Chamber's website, emails to members, inclusion of program information in new member kits, meetings with local Staples Advantage representatives, and more.

Chamber Royalty Compensation

The Local Chamber is eligible to receive a quarterly royalty fee of 3.5% from the State Chamber based upon purchases made by participating members of the Local Chamber. Payment of the Royalty compensation and reports will be paid to the Local Chamber fourteen (14) days after receipt of funds by the State Chamber. This fee is in consideration for the Local Chamber's strong and continuous commitment to the program's success and promotion to members and will continue throughout the term of this agreement.

Per the terms of the master agreement with Staples Advantage, Staples Advantage will be active members with each chamber that participates in the program and reaches \$50,000 in annual sales. Once the Local Chamber has reached \$50,000 in annual sales, the State Chamber will invoice Staples for an additional 1% bonus that will be paid to the Local Chamber. This bonus will be applied toward Staples Advantage membership and sponsorship of the program. This invoice will be sent to Staples Advantage each year that the Local Chamber reaches \$50,000 in annual sales.

If quarterly commission earned by the Local Chamber is less than fifty dollars (\$50.00), no commission shall be paid to the Local Chamber for that quarter.

Marketing Support

The State Chamber and Local Chamber will jointly develop a benefit program marketing plan to help engage member participation in the program. Once this final marketing plan has been agreed upon, all parties will use their best efforts to support the execution of this agreement.

The State Chamber has contracted with Affinity Management to provide support for the Staples Advantage program for Local Chambers statewide. The State Chamber with the assistance of Affinity Management is there to provide support to the Local Chamber so that this program does not overburden the staff of the Local Chamber.

Coordinated by the State Chamber, Affinity Management will assist with additional program promotion, design and marketing including but not limited to direct mail, email, website development and landing pages, printed advertisements, banner ads, program brochures, sign-up forms, and html email communications to Local Chamber members. All design/marketing expenses outside the scope of this agreement must be pre-approved by the State Chamber and Local Chamber.

Local Chamber Program Promotion

To ensure program success, the Local Chamber agrees to assign a staff member to serve as the State Chamber's contact for the Staples Advantage program to provide information and answer questions. The Local Chamber contact will also be available to meet at least quarterly with the State Chamber and the local Staples Advantage representative to review program results, upcoming program promotion opportunities including Local Chamber events and functions, as well as evaluate the effectiveness of prior marketing of the benefit program.

The Local Chamber agrees to promote the program with such format and content as determined by the Local Chamber at no cost to the State Chamber or Staples Advantage, through available marketing media. Available marketing media includes newsletters on a space available basis, new Chamber Member kits, membership displays and inclusion in the membership services portion of the Chamber web page.

The Chamber will provide ongoing lists of Chamber Members' names, addresses, and contact names as contained in Chamber's computerized membership records to Staples Advantage. The list will be updated on an annual basis and provided to your local Staples representative and Affinity Management in a mutually agreed upon format. Through its agreement with the State

Chamber, Staples Advantage agrees that the member list and such confidential Chamber information will be used solely for the purposes of contacting Chamber members as agreed upon in this Agreement and will not be provided or sold to any other source.

Participation Reporting

The State Chamber will provide quarterly reports covering all purchases made by members during the previous quarter. This report will include Member Name, Account Number, Start Date of Program Participation, and Business Supply Purchases.

Disputes

Any unresolved dispute arising under this Agreement will be submitted first to mediation by senior management of all parties. If the dispute remains unresolved, then it will be submitted for arbitration, in accordance with the usual rules of commercial dispute resolution. Both parties will mutually agree on the Arbitrator and share equally in associated costs.

Governing Laws

The parties agree that this Agreement is being governed and construed in accordance with the laws of Kentucky. Each party submits to the non-exclusive jurisdiction of the courts of Kentucky with respect to any matter arising or related to this agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

Kentucky Chamber of Commerce _____

_____ **Chamber**

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____