



# USA/Canada Lions Leadership Forum September 5 – 7, 2024 Louisville, Kentucky

## FORUM STORE SUPPLIER AGREEMENT

THIS FORUM STORE SUPPLIER AGREEMENT (the “Agreement”), is made as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between the USA-Canada Lions Leadership Forum, a charitable not-for-profit entity organized in accordance with the laws of Illinois, with a principal office at Post Office Box 723, Rapid City, South Dakota 57709 (“Forum”), and \_\_\_\_\_, a \_\_\_\_\_ organized in accordance with the laws of \_\_\_\_\_, with a principal office at \_\_\_\_\_ (“Supplier”) (collectively referred to as the “Parties” or individually as a “Party”).

### RECITALS

WHEREAS, the USA/Canada Lions Leadership Forum (the “Forum”), provides an annual forum for Lions Clubs members in the United States and Canada (the “Territory”) with a Forum Store;

WHEREAS, Supplier may be a party to the Sub-License Agreement with the Forum, granting Sub-Licensee (the Supplier) the right to use the trademark shown on the attached Exhibit A (the “Licensed Mark”) for the production of jewelry, clothing (excluding vests), and other items for sale and distribution in connection with the Forum;

WHEREAS, the Sub-Licenser also has been granted the right to use the trademark shown on the attached Exhibit B (the “Licensed Mark”) relating to the Lions University also for the production of jewelry and clothing (excluding vests) for sale and distribution in connection with the Forum;

WHEREAS, Supplier desires to sell jewelry, clothing, and other items (the “Supplied Products”) in the Forum Store, and Forum is willing to grant such Agreement to the Supplier, subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, covenants, conditions and agreements herein contained, the Parties hereby agree as follows:

### TERMS

#### 1. GRANT OF SUPPLIER STATUS.

a. Subject to the terms and conditions set forth in this Agreement, the Forum hereby grants to Supplier, and Supplier accepts, a non-exclusive, non-transferable, non-

sublicensable, revocable agreement for the purpose of manufacturing and selling the following jewelry, clothing, and other items in connection with the Forum Store (the “Supplied Products”):

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

b. All rights not expressly granted by Forum in this Agreement are reserved. Nothing herein confers on Supplier any right, title or interest in the Forum, Forum Store, or the Licensed Marks other than the limited right to use same in accordance with this Agreement.

**2. SUPPLIER RESTRICTIONS.** Without limitation of the foregoing, Supplier acknowledges and agrees that this Agreement shall be subject to the following restrictions:

a. Offer no product for sale bearing the logo or marks of Lions Clubs International, the USA/Canada Lions Leadership Forum, or the Lions University unless Supplier holds a current license agreement for same with the International Association of Lions Clubs, and sub-license agreement with the USA/Canada Lions Leadership Forum and which license shall be available at the booth for inspection by FORUM representatives.

b. Supplier shall not manufacture, distribute or sell vests displaying the Licensed Marks;

c. Supplier shall not sell any goods bearing the Licensed Marks with the knowledge that the goods are to be resold outside the Territory;

d. Supplier shall not use, apply to register, or own any trade name, trademark, copyright, service mark, domain name, or trade dress which incorporates, is likely to be confused with, or would tend to dilute, the Licensed Marks;

e. Supplier shall not use the Licensed Marks in a manner that is intended to disparage LCI, the Forum, or Lions University, or harm the goodwill associated with the Licensed Marks; and

f. Supplier shall not mutilate, amend, edit, or make any revisions to the Licensed Marks.

g. This Section 2 shall survive the termination of this Agreement.

**3. OWNERSHIP.** Supplier acknowledges and agrees that:

a. The Licensed Marks, all goodwill associated therewith, and all applications and registrations therefor, are owned solely by LCI, and Supplier shall not directly or indirectly contest such ownership and shall comply with all terms and conditions of the Sub-License Agreement as applicable.

b. All Supplied Products provided by the Supplier shall be manufactured, transported to the Forum Store, priced, and packaged by the Supplier, who shall maintain ownership in said Supplied Products until sold in the Forum Store.

c. Supplier shall assist and cooperate with the Forum in assuring delivery of Supplied Products to the Forum Store located in the KICC Kentucky International Convention Center in Louisville, Kentucky on Wednesday, September 4, 2024. Forum personnel, in conjunction with Supplier personnel will verify inventory of said Supplied Products on same day.

d. The selling price of the Supplied Products will be determined by the Forum cost for each item being marked up fifteen percent (15%) to cover the Forum Store Commission that will be payable to or retained by the Forum.

e. Forum personnel, in conjunction with Supplier personnel will again verify the final remaining inventory of said Supplied Products to establish Supplier sales during the Forum.

f. All remaining unsold Supplied Products shall remain the property of the Supplier, who shall be responsible for the packing and return shipment of said Supplied Products to Supplier home location. Any and all costs related to the transporting, packing, drayage or return shipment of Supplied Products, to be the responsibility of the Supplier.

**4. PAYMENT TERMS; AUDIT.** In consideration of the Forum Store Supplier status granted under this Agreement, Supplier shall pay to the Forum the following amounts (collectively, the "Commission"):

a. Fifteen percent (15%) of the Net Selling Price on all sales of all Supplied Products at the Forum in the Forum Store (the "Commission"). "Net Selling Price" means the amount received by Sub-Licensee from its customers for the purchase of the Supplied Products, less any discounts for volume, promotion, defects, or freight.

b. Within fifteen (15) days after the end of the Forum, Supplier shall prepare and deliver to the Forum or its agent statements of sales revenue and commissions for such Forum Store sales for all amounts due to the Forum under this Agreement. Interest on all monies due the Forum but not timely paid shall accrue at an annual rate of ten percent (10%) or the maximum rate permitted by law, whichever is lower, until paid. When possible, these transactions will be completed and paid on the last day of the Forum.

c. Any royalty fees payable to LCI or any other entity shall be the sole responsibility of the Supplier.

## **5. QUALITY CONTROL.**

a. The nature of each of the Supplied Products to be sold in the Forum Store shall be approved by the Forum Store Chairperson before shipment to the Forum.

b. At all times, Supplier agrees to maintain high quality standards, consistent with the reputation, goodwill and standards of LCI and the Forum. All Licensed Products produced by Supplier shall comply with written quality control standards as developed by LCI from time to time and furnished to Supplier by the Forum.

c. For first time Suppliers, Supplier shall submit a physical or digital sample of the proposed Supplied Products, and all cartons, containers, packaging documentation, advertising or other materials that bear the Licensed Marks to the Forum for approval (which approval shall not be reasonably withheld). The Licensed Products may not thereafter be materially changed without written approval of the Sub-Licensors.

## **6. TERM AND TERMINATION; EFFECT OF TERMINATION**

a. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for one (1) year (the "Term"), unless earlier terminated in accordance with this Section 6. Thereafter, unless either Party provides the other Party written notice of its termination of this Agreement sixty (60) days prior to the then effective termination date of this Agreement, the Agreement shall automatically renew for successive one (1) year time periods (each a "Renewal Term").

b. This Agreement shall terminate automatically upon the termination or expiration of the License Agreement.

c. Either Party may terminate this Agreement for any reason or for no reason upon at least one hundred twenty (120) days notice to the other Party.

d. In the event that the Supplier terminates the agreement less than one hundred twenty (120) days prior to Wednesday, September 4, 2024, the Supplier shall pay a cancellation fee of two thousand dollars (US\$2,000.00) to the Forum within thirty (30) days. In the event that the Forum terminates this agreement less than one hundred twenty (120) days prior to Wednesday, September 4, 2024 without cause, the Forum will pay to Supplier reasonable costs up to two thousand dollars (US\$2,000.00) for merchandise that the Supplier may have already incurred in preparation for this event. Cause is defined as impossibility of performance by the Forum due to reasons beyond their control such as cancellation of the event by the convention center management, pandemic, governmental and regulatory authority prohibitions preventing the event from taking place, or labor strikes preventing the operation of the convention center.

e. In the event of a breach of this Agreement by either Party, the non-breaching Party shall have the right to terminate this Agreement if the breaching Party fails to substantially cure such breach within thirty (30) days of receipt of notice specifying the breach. If the breach is not cured within such cure period, the non-breaching Party shall have the right to send the breaching Party a final notice of termination which shall take effect upon receipt.

f. If (a) a petition in bankruptcy is filed by either Party, (b) a petition in bankruptcy is filed against either Party and such petition is finally sustained, (c) a petition for arrangement is filed by either Party or a petition for reorganization is filed by or against either Party, and an order is entered directing the liquidation of such Party as in bankruptcy, (d) either Party makes an assignment for the benefit of creditors, or (e) either Party liquidates its business for any cause whatsoever, the non-bankrupt or liquidating Party may terminate this Agreement immediately by notice to the other.

g. Upon termination of this Agreement, Supplier shall cease all use of the Licensed Marks, pay any Royalties and Commissions owed as of the date of termination, and deliver to the Forum, free of any charge to the Forum, all signs, labels, packaging materials, advertising and similar items bearing the Licensed Marks that are then in the possession of the Supplier.

**7. REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other that (i) it has full right, power, and capacity to enter into and fully perform its obligations under this Agreement, and (ii) it is not subject to or bound by any contractual or other obligation that is inconsistent with the terms of, or would interfere with the transactions contemplated by, this Agreement. SUB-LICENSOR EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MARKS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**8. INDEMNIFICATION.** Supplier shall indemnify, defend and hold harmless the Forum, LCI, Lions University, their respective directors, officers, agents, and all Lions and LEO districts and all Lions and LEO clubs and their individual members from any losses, damages or costs that may be adjudged against them or any one or more of them, as a result of any claims or causes of action, of any manner, arising out of or related to (i) the production, distribution, sale, advertising, promotion or use of the Supplied Products, or (ii) Supplier's breach or default of this Agreement.

**9. LIMITATION OF LIABILITY.** THE FORUM'S ENTIRE AND CUMULATIVE LIABILITY TO SUPPLIER FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OF THE LICENSED MARKS, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE COMMISSIONS PAID TO THE FORUM UNDER THIS AGREEMENT IN THE TWELVE (12)

MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL THE FORUM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FORUM AND SUPPLIER AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENT BARGAINED FOR ALLOCATIONS OF RISK, AND THAT THE FEES, CHARGES, AND COSTS OWING UNDER THIS AGREEMENT, REPRESENT THE ALLOCATIONS OF SUCH RISK.

**10. MISCELLANEOUS**

a. Governing Law. The validity, construction, interpretation and performance of the terms, covenants and conditions stated in this Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of laws principles.

b. Notice. Except when changed as hereinafter set forth, all notices, demands or other writings in this Agreement required to be given, made or sent by either Party hereunder to the other shall be addressed as follows:

TO THE FORUM:

General Chairperson  
USA/Canada Lions Leadership Forum  
Post Office Box 723  
Rapid City, South Dakota 57709

TO SUPPLIER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice of change in the mailing address of either party shall be given to the other party in writing and shall become and be effective ten (10) days after the receipt of such address change notice.

c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and merges and supersedes all prior discussions, writings and negotiations between the parties with respect to the subject matter hereof.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Amendment. The Parties may amend, modify or alter any of the provisions of this Agreement, but only by a written instrument duly executed by both Parties.

f. Waiver. The failure of a Party to enforce at any time, for any period, any of the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party thereafter to enforce each such provision.

g. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

h. Relationship of the Parties. Nothing contained in this Agreement shall be construed to place the Parties in the relationship of legal representatives, partners, or joint ventures. Neither Forum nor Supplier shall have the power to bind or obligate the other in any manner whatsoever.

i. Assignment; Binding Effect. This Agreement and the rights and obligations hereunder are assignable by the Forum without the consent of Supplier but are personal to Supplier and non-transferrable. Supplier acknowledges that all rights of the Forum hereunder may be transferred to LCI or an entity designated by LCI pursuant to the Agreement or any other agreement between the Forum and LCI. This Agreement shall be binding upon the successors and permitted assigns of the Parties.

j. Survival. The rights and obligations that by their nature should survive or extend beyond the termination or expiration of this Agreement, or as otherwise expressly provided herein, shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their duly authorized officers on the day and year first hereinabove written.

**The Forum:**  
**USA/Canada Lions Leadership Forum**

**SUPPLIER**

\_\_\_\_\_  
[INSERT ENTITY NAME]

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
SIGNED

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PRINT

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PRINT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

EXHIBIT A  
Licensed Mark





**EXHIBIT B**  
**Licensed Mark**

