

CO-HOSTING AGREEMENT FOR ANNUAL CONFERENCE—YEAR _____

THIS CO-HOSTING AGREEMENT is entered into as of this _____ day of _____, 20XX, by and between the FBI National Academy Associates, Inc. (“The Association”) and [Co-hosting Chapter] (“Co-hosting Chapter”) (collectively “the Parties”) for The Association’s 201x National Annual Training Conference (“Annual Conference”), scheduled for July __, 201X through July __, 201X.

The Association selected the Co-hosting Chapter to co-host The Association’s 201X Annual Conference. The Annual Conference is The Association’s flagship event, intended to further the mission of The Association, including providing the highest quality law enforcement training and education.

In consideration of (i) The Association having selected the Co-hosting Chapter to co-host The Association’s 201X Annual Conference, (ii) The Association having committed to a Thirty-thousand (\$30,000.00) advance to the Co-hosting Chapter (“Start-up Advance”), and (iii) anticipated sharing of the Annual Conference net profit described below (“Net Profit Share”), the Co-hosting Chapter, by and through its Host Committee and its Host Committee members, among others, agrees to perform the following:

1. Fully cooperate with The Association and The Association’s retained Annual Conference planner in connection with successfully co-hosting the Annual Conference pursuant to The Association’s mission.

2. Exercise best efforts to facilitate and support the hosting of a successful Annual Conference.

3. Facilitate and support the Annual Conference functions and events, mandatory and optional, as indicated in the Conference Guide, including for example, and without limitation, the following: Executive Board/Chapter Dinner, Welcome Reception, Opening Ceremonies, President’s Reception, Hospitality Receptions, Family Night, General Business Meeting Luncheon or Breakfast, Second Luncheon/Election Results, Women’s Grad Breakfast, YLP Breakfast, Ring Ceremony, Gala Banquet, Prayer Breakfast & Closing Ceremonies, Golf Tournament, 5K Road Race, Pistol Match, Motorcycle Ride, and Silent Auction.

4. Facilitate and support the Annual Conference goals, and timely sound completion of associated production detail assignments, as more fully described in the Conference Guide for the Annual Conference. A sample copy of the Conference Guide is attached hereto as Exhibit 1 and adopted herein by reference. The specific Conference Guide applicable to the Annual Conference may vary from the sample. The Conference Guide may be amended by The Association and/or its retained Annual Conference planner from time to time and as preparations for the Annual Conference advance toward actual hosting of the Annual Conference.

5. Facilitate and support compliance with the Budget for the Annual Conference (“Budget”), by line items and tiers. A sample copy of the Budget is attached hereto as Exhibit 2 and adopted herein by reference. The specific Budget applicable to the

Annual Conference may vary from the sample. The Budget may be amended by The Association and/or its retained Annual Conference planner from time to time and as preparations for the Annual Conference advance toward actual hosting of the Annual Conference.

6. Comply with all protocols of the Annual Conference, which will be provided to the Co-hosting Chapter. The protocols may be amended by The Association and/or its retained Annual Conference planner from time to time and as preparations for the Annual Conference advance toward actual hosting of the Annual Conference.

7. Consult with and provide input to The Association and as applicable its Annual Conference planner, in connection with preparation of the Conference Guide, Budget, and amendments to the Conference Guide and/or Budget.

8. Maintain accurate, complete records of all expenditures of the Start-up Advance, any later advances of The Association, and contributions made by other chapters directly to the Co-hosting Chapter, including all receipts of the expenditures and supporting documentation.

9. Facilitate vendor payments (such as booth rental and promotional opportunities) and registration fees to be made payable and delivered to The Association.

10. Upon request of The Association, deliver to The Association any unused portion of monies directly received by the Co-hosting Chapter for the Annual Conference, such as from the Start-up Advance, any later advances of The Association, and contributions made by other chapters directly to the Co-hosting Chapter.

11. Upon request of The Association, deliver to The Association copies of records maintained pertaining to the Annual Conference, and further upon request make all such original records available for inspection and copying at convenient times at the office of the Co-hosting Chapter. Such records should be retained for a period of seven years.

12. Utilize the Start-Up Advance, any later advances of The Association, and contributions made by other chapters to the Co-hosting Chapter, strictly for Tier Three Expenses identified in the Budget, unless otherwise agreed in writing by the Parties.

13. Actively solicit sponsorships and contributions from other chapters in support of the Annual Conference.

14. Fully support The Association in connection with The Association's negotiation and fulfillment of its contracts and contractual obligations pertaining to the Annual Conference.

15. Timely notify and provide to The Association all monies received in connection with the Annual Conference, including for example and without limitation Annual Conference sponsorship monies.

16. Promptly respond to inquiries and address reasonable requests of The Association and its retained Annual Conference planner.

17. Promptly inform The Association of any material questions or concerns which may arise internally or externally pertaining to hosting the Annual Conference, including providing to The Association copies of any pertinent correspondence, notes, and/or memoranda.

18. Request and await specific written approval of The Association before using or permitting the use of The Association seal.

19. Provide to The Association any other assistance and support as may be requested by The Association and its retained Annual Conference planner, throughout the comprehensive, Annual Conference event planning and hosting process.

20. Comply with all applicable laws as an entity and in connection with the Annual Conference and this Co-hosting Agreement.

Host Committee. In connection with this Co-hosting Agreement, the Co-hosting Chapter shall appoint a well qualified, dedicated Host Committee, which also shall include the participation of at least one member of The Association's Executive Board.

Net Profit Share. In the event that the Co-hosting Chapter substantially complies with the Co-hosting Agreement in all material respects, then the Co-hosting Chapter shall be entitled to receive its Net Profit Share, calculated by The Association as 50% of net profit received from the Annual Conference. In such event, the Co-hosting Chapter's Net Profit Share shall be paid by The Association to the Co-hosting Chapter within 60 days after the occurrence of the following: completion of the Annual Conference, receipt of all Annual Conference revenue, and receipt of any requested records maintained by the Co-hosting Chapter pertaining to the Annual Conference.

Confidentiality. Co-hosting Chapter shall not at any time use or disclose documents or information provided to it by The Association and/or The Association's retained Annual Conference planner for any purpose other than the success of the Annual Conference.

Indemnification and insurance. Co-hosting Chapter shall indemnify, defend, and hold harmless The Association against any and all liability, losses, damages, and claims, arising from this Co-hosting Agreement or the Annual Conference, and which is alleged to be caused in whole or in any part by negligent and/or willful act(s) or omission(s) of the Co-hosting Chapter and/or its director(s), officer(s), employee(s), agent(s), or other person(s) or entities acting on behalf of or at the direction of the Co-hosting Chapter. Co-hosting Chapter shall arrange for and provide recommended liability insurance coverages applicable to the Co-hosting Chapter and The Association and their respective individual directors and officers, pursuant to the protocols of the Annual Conference. Upon request of The Association, proof of such coverage shall be provided by the Co-hosting Chapter to The Association.

No rights or remedies conferred upon any person other than the Parties. This Co-hosting Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties to the Co-hosting Agreement.

Resolution of any dispute or disagreement.

In the unlikely event of any dispute or disagreement between the Parties, and any such dispute or disagreement cannot amicably be resolved without neutral assistance, then the Parties shall submit the matter for non-binding mediation with a mediator jointly selected by the Parties, or if unable to agree selected by Creative Dispute Resolutions or other similar organization. If the Parties cannot resolve any such dispute or disagreement by completing the mediation process, then the Parties agree that the matter may be litigated only in the Circuit Court for Prince William County, Virginia, with the substantially prevailing party’s attorneys’ fees, expenses and costs to be paid by the non-substantially prevailing party.

Termination. The Association has the sole right to terminate this Co-hosting Agreement. The Association may exercise its sole right to terminate this Co-hosting Agreement in the event of any act(s) or failure(s) to act by the Co-hosting Chapter which in The Association’s view may place at material risk the ultimate success of the Annual Conference.

Integration and amendment. This Co-hosting Agreement contains the entire agreement between the Parties relating to the Annual Conference and any prior or contemporaneous oral or written agreements, understandings, representations or promises relating to the subject matter are merged in this Co-hosting Agreement. Any change or modification to this Co-hosting Agreement shall be in a writing signed by both of the Parties to this Co-hosting Agreement.

FBI National Academy Associates, Inc. [Co-hosting Chapter]
FBI Academy [Address]
Quantico, VA 22135

By: _____

By: _____