

TheArcLink Incorporated

ROOMMATES SPONSOR ORGANIZATION AGREEMENT

This *Roommates* Sponsor Organization Agreement (“Agreement”) is made by *TheArcLink* Incorporated (“*TheArcLink*”) and _____ (“Sponsor Organization”). The entities may be collectively referred to herein as the “Parties.”

RECITALS

WITNESSETH THAT:

A. *TheArcLink* has created a website with the registered domain name of “*TheArcLink.org*,” for the purpose of disseminating and publishing information to aid individuals with intellectual or related disabilities and their families, guardians, and caregivers, as well as to conduct all activities necessary and convenient thereto.

B. *TheArcLink* is a nonprofit corporation organized under the Indiana Nonprofit Corporation Act of 1991. *TheArcLink* is also a corporation exempt from federal income tax under §501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law) (the “Code”).

C. Sponsor Organization is a corporation or other entity exempt from federal income tax.

D. In addition to developing and administering *TheArcLink.org*, *TheArcLink* has also been created for the general purpose of providing information and services to individuals with intellectual or related disabilities and their families, guardians, and caregivers, as well as the general public.

E. *TheArcLink* developed as the result of a joint venture by and between The Arc of the United States, Inc., Stone Belt Arc, Inc., and The Arc of Indiana, Inc.

F. The Parties entering into this Agreement desire to establish their respective roles and responsibilities regarding the matters herein contained.

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NOW, THEREFORE, IN CONSIDERATION of the above Recitals, which are hereby incorporated into this Agreement, and the mutual covenants contained herein, the Parties agree as follows:

1. **Roommates Setup Fee.** Sponsor Organization shall pay to *TheArcLink* a one-time setup fee as follows:

(a) Five Thousand Eight Hundred Dollars for states with less than two million population,

(b) Seven Thousand Eight Hundred Dollars for states between two and ten million population,

(c) Nine Thousand Eight Hundred Dollars for states with more than ten million population and

(d) Three Thousand Six Hundred Dollars for individual case management regions, or US Territories. Payment of setup fees by three case management regions in a state will subscribe the entire state.

The subscription period for the setup fee shall be one year, after which an annual maintenance fee will apply.

2. **Annual Roommates Maintenance Fee.** After payment of the **Roommates Setup Fee**, Sponsor Organization shall pay an annual maintenance fee established by *TheArcLink* to maintain and upgrade the utility of the information in **Roommates**.

3. **Services by TheArcLink to Sponsor Organization.** *TheArcLink* shall provide the services listed below to Sponsor Organization:

a) Sole and exclusive sponsorship for *TheArcLink*'s **Roommates** service in the State/Region/Territory: _____.

b) The ability to solicit sponsorships, grants and other funding for the support of Sponsor Organization's work with *TheArcLink* with 100% of those funds being retained by Sponsor Organization.

c) With the prior written approval of *TheArcLink*, a limited license to use *TheArcLink* **Roommates** name and mark, as well as the registered domain name of *TheArcLink.org* on Sponsor Organization's website and publications. *TheArcLink* reserves the right to review and give written approval to the use of its logo, mark and domain name to Sponsor Organization.

d) Direct consultation and assistance in developing grant funding.

e) Material to promote the sponsorship of *TheArcLink* **Roommates** in the

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State/Region/Territory.

f) Training for the staff/stakeholders of Sponsor Organization concerning the use of **Roommates** and *TheArcLink.org* website.

4. Sponsor Organization deliverables to *TheArcLink*:

a) A map of the case management regions to be displayed on *TheArcLink Roommates*. A list of the names, telephone numbers and e-mail addresses of the staff/stakeholders who will be approving the registrations of **Roommates** users.

b) A commitment to facilitate contacts and meetings for the purpose of assuring that all necessary data is provided to *TheArcLink* for the operations of **Roommates**.

c) Promotion of *TheArcLink Roommates* in _____ to: persons with intellectual and related disabilities and their families, guardians, and caregivers; providers; state agencies; and the general public.

d) A designated *TheArcLink Roommates* liaison(s) to develop the state program, facilitate contact with the state, and submit news and updates to *TheArcLink* for _____'s presence on *TheArcLink.org*.

5. Sponsor Organization agrees to observe and abide by all applicable copyright, trademark and domain name registration laws and regulations. Sponsor Organization agrees to use *TheArcLink* logos, marks and name, including *TheArcLink.org* domain name in its promotional materials. In general, Sponsor Organization agrees to use *TheArcLink.org* website only in a lawful manner. Sponsor Organization further agrees to provide information as requested by *TheArcLink* in a timely manner so as to facilitate the dissemination of accurate and timely information over *TheArcLink Roommates* website.

6. Term of Agreement. This Agreement shall be renewed annually on the effective date hereof, unless either Party terminates this Agreement with ninety (90) days prior written notice to the other Party.

7. Funding Sources. The Parties may raise funds in a manner consistent with the then current policy of *TheArcLink* Board of Directors for the enhancement and development of *TheArcLink.org* and related matters consistent with this Agreement.

8. Indemnification. The Parties, together with their officers, employees, agents, contractors, partners, affiliated entities and boards of directors agrees to indemnify, defend and hold harmless each other and their "affiliates," as such term is defined by the Indiana Nonprofit Corporation Act of 1991, and their officers, employees, agents, contractors, partners, and

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affiliated entities, of and from any and all claims, demands, costs, damages, losses, liabilities, expenses of any nature (including attorneys', accountants', and experts' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative or otherwise (collectively "Claims") relating to or arising out of any Claim by a third party resulting from the act or omission of the other party or its officers, employees, agents, contractors, partners, affiliated entities or boards of directors.

9. Independent Contractors. Each of the Parties hereto, in performance of the Agreement and the actions contemplated hereby, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees, contractors, or agents of any one Party shall not be deemed or construed to be the employees, contractors or agents of another Party for any purposes whatsoever. No Party will assume any liability for any injury (including death) to any persons or any damage to any property arising out the acts or omissions of the agents, employees or contractors of the other Parties. The Parties and their contractors shall be responsible for providing all necessary unemployment and worker's compensation insurance for their employees.

10. Statement of Services to be Provided. Additional services to be provided at no additional cost to Sponsor Organization, if any, are described in Exhibit "B," attached to this Agreement and made a part hereof. Such services may include website, email and listserv hosting and consultation.

11. Force Majeure. In the event that any Party is unable to perform any of its obligations pursuant to this Agreement or to enjoy any of its benefits because of (or failure to perform the service is caused by) natural disaster, actions or decrees of governmental bodies or communication line failure, not the failure of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected by giving written notice may terminate this Agreement.

12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.

13. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of other provisions.

14. No waiver of breach. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or such provision. Failure of any Party to enforce

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at any time any provision of this Agreement shall not be construed to be a waiver thereof. No rights confirmed on the Parties pursuant to this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the Party claimed to have waived such right. The remedies herein reserved shall be cumulative and additional to any other remedies in law or in equity.

15. Notices. Notices to the Parties shall be in writing, sent via U.S. mail and addressed as indicated below. Notices shall be deemed effective when received ten (10) days following the date of post-mark, if sent by pre-paid certified mail, return receipt requested.

TheArcLink Incorporated
320 West Eighth Street, Suite 126
Bloomington, Indiana 47404

Sponsor Organization

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

17. Successors and Assigns. This Agreement and the responsibilities created herein may not be assigned without the prior written consent of the other Party. The Parties hereby bind their successors, executors, administrators and assigns to all covenants of this Agreement.

18. Compliance with Laws. Each Party agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances.

19. Dispute Resolution. All claims, disputes, and other matters in question, arising out of, or relating to, this Agreement or the breach of this Agreement shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question or if the foregoing claim, dispute or matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered on it in any court having jurisdiction over such award.

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20. Entire Agreement. This Agreement represents the entire agreement between the Parties concerning the matters contained herein. No prior agreements, either written or oral, shall survive the execution of this Agreement. The Parties acknowledge and agree that they have not made any representations with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except the representations specifically set forth herein, and each Party acknowledges that it has relied on its own judgment in entering into this Agreement.

EFFECTIVE as of this _____ day of _____, 2006.

TheArcLink Incorporated

By: _____

Printed Name: _____

Title: _____

Sponsor Organization

By: _____

Printed Name: _____

Title: _____