



U.S. GREEN BUILDING COUNCIL CHAPTER CHARTER AND LICENSING AGREEMENT

This Chapter Charter and License Agreement (this "Agreement") is entered into between the U.S. Green Building Council, Inc., a nonprofit corporation organized under the laws of the District of Columbia with offices located at 1800 Massachusetts Avenue, NW, Suite 300, Washington, DC 20036 ("USGBC"), and USGBC Nevada _____, a nonprofit corporation organized under the laws of Nevada _____ [enter state], with offices located at Las Vegas _____ ("Chapter"). USGBC and Chapter are sometimes referred to individually as "Party" and collectively as the "Parties."

Recitals

A. USGBC is the foremost coalition of leaders from across the building industry working to promote buildings and communities that are environmentally responsible, profitable and healthy places to live and work. USGBC owns the marks, trade names, copyrights and similar proprietary materials used in connection with the goods and services it provides, as indicated on the attached **Schedule A**, which is incorporated by reference (the "USGBC Intellectual Property"). The Chapter is a separate nonprofit corporation that is recognized by the USGBC and organized for the purposes set forth in its articles of incorporation which include providing and facilitating education, information exchange, and collaboration on USGBC programs, including, without limitation, the LEED® Green Building Rating System™, and green building concepts generally at a local and/or regional level.

B. Through this Agreement, USGBC recognizes Chapter as an official USGBC chapter, creating a relationship between the Parties through which they seek to enhance their mutual goals and capacity to promote the creation of a built environment that is more environmentally sustainable, socially conscious and profitable. To advance these mutual goals and engage an ever-broadening audience, USGBC grants Chapter a license to use specified USGBC Intellectual Property, subject to the terms and conditions contained herein.

C. The shared purposes of USGBC and Chapter involve collaboration and continuous dialogue geared toward promoting organizational innovation and continuously improving the capacity and effectiveness of both organizations.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

rights to USGBC with respect to such original Chapter intellectual property. The Parties may negotiate a separate agreement if they wish to convey any rights to such original Chapter intellectual property to USGBC. USGBC acknowledges the items listed in **Schedule C** of this Agreement, if any, as intellectual property of the Chapter.

7. Compliance with Standards; USGBC Rights to Approve Use.

(a) Chapter shall comply with any requirements established by USGBC concerning use of the USGBC Intellectual Property, including but not limited to, requirements relating to style, format, design, size, and color. USGBC may periodically review Chapter use of the USGBC Intellectual Property. USGBC reserves the right to review any and all promotional, educational or other materials incorporating the USGBC Intellectual Property. USGBC may approve or disapprove of such materials if USGBC reasonably determines that any USGBC Intellectual Property is used improperly. Chapter shall not use any disapproved materials until revised in a manner acceptable to USGBC. If USGBC disapproves Chapter's use of any USGBC Intellectual Property, Chapter's license for such material shall be automatically revoked and Chapter shall refrain from using such material.

(b) The following notations shall be used whenever Chapter uses USGBC Intellectual Property in advertising, promotional or educational materials: (i) any registered trademark shall be accompanied by the symbol ®, and any trademark that is not registered shall be accompanied by the symbol ™ when used primarily in the context of a product or ™ when used primarily in the context of a service (denoting a service mark); (ii) all copyrighted material shall be accompanied by the following notation in a prominent location "© 1993-2008 U.S. Green Building Council, Inc. All Rights Reserved" (in subsequent years, the then-current year shall be substituted for 2008); and (iii) the phrase "Chapter" shall appear alongside or in close proximity to the USGBC Intellectual Property when used to identify Chapter.

8. Quality Control and Protection of USGBC Intellectual Property and Goodwill. Considerable time, money and effort have been spent developing the credibility and goodwill associated with USGBC, LEED and the USGBC Intellectual Property. The Parties agree that the following restrictions are reasonable and necessary to protect USGBC's intellectual property, goodwill, purposes and legitimate business interests and that they will not unduly restrict Chapter's operations or pursuit of its legitimate business interest. These restrictions shall apply except as specifically authorized by USGBC, shall continue throughout the Term of this Agreement, and shall survive termination of this Agreement regardless of the reason or method of termination.

(a) All Chapter activities rendered using the USGBC Intellectual Property shall be performed in an honorable and professional manner. Chapter may not use the USGBC Intellectual Property in any manner that would reflect adversely upon USGBC. USGBC shall have the right to exercise control over the quality of Chapter products or services rendered using the USGBC Intellectual Property. Upon USGBC's written request, Chapter will provide USGBC a reasonable written description of Chapter's activities and use of the USGBC Intellectual Property in connection with those activities.

(b) USGBC and Chapter enter into this Agreement as a means to support their shared purposes. Accordingly, Chapter's purposes shall be consistent with and supportive of USGBC's purposes. USGBC will serve as an information clearinghouse among chapters on green building issues and other matters of chapter concern. Chapter policies and standards shall be developed by USGBC in a collaborative process with the Chapter Steering Committee and regional councils, as appropriate. Chapter shall conduct its affairs in a manner consistent with all standards and policies publicly announced by USGBC or otherwise communicated to Chapter by USGBC, and it shall be USGBC's duty to advise Chapter of any such standards and policies. Other USGBC standards and policies for Chapters are provided only for informational purposes. Chapter will regularly provide USGBC a roster of its officers and directors, together with a local activity report and such other reports as USGBC may require from time to time.

11. Chapter Governance and Management. Chapter shall: (i) be governed by its bylaws and board of directors; (ii) comply with all applicable local, state and federal laws; (iii) manage its financial affairs in accordance with generally accepted accounting principles; (iv) ensure that all tax filings are made in a timely manner; and (v) maintain at all times Chapter's recognition by the Internal Revenue Service as a §501(c)(3) organization and at all times comply with law and regulations applicable to §501(c)(3) organizations. Compliance with these requirements is essential to maintain Chapter's legal status as a nonprofit organization. And because such matters reflect on the quality and reputation of USGBC, Chapter's non-compliance with any of these requirements shall, along with other breaches of this Agreement, be among the grounds for USGBC terminating this Agreement, as provided below.

12. Membership. Chapter shall comply with USGBC Chapter Membership Policy as adopted by USGBC.

13. Confidentiality. Chapter will treat as confidential and trade secret all information disclosed to it by USGBC, including but not limited to, information concerning products, programs, methods, policies, strategies and business and marketing plans. Nothing here restricts Chapter's right to use or disclose any information which Chapter can show: (i) is independently made available as a matter of right to Chapter by a third party who is under no confidentiality or other fiduciary obligation to USGBC; (ii) was in its possession prior to the time of disclosure to Chapter and was not acquired directly or indirectly from USGBC or any person, firm or corporation acting on their behalf; or (iii) at the time of disclosure to Chapter, is generally available to the public or becomes available to the public later through no act or inaction of Chapter.

14. Public Relations. USGBC shall be responsible for initiating and responding to national public policy issues and representing the collective voice of USGBC and its many chapters. Chapter may represent positions and maintain relationships with public and private entities and the general public that are consistent with the purposes and policies of USGBC. Chapter will represent USGBC positions fully and fairly and shall not take positions contrary to positions publicly announced by USGBC or otherwise communicated by USGBC to Chapter. Chapter shall not engage in activities such as slander or libel that might expose USGBC or Chapter to potential liability.

may result in Chapter's inability to use the USGBC Intellectual Property, or a portion thereof. Chapter shall make all reasonable efforts to cooperate and assist with USGBC's prosecution, defense or settlement of any such claims, including providing such evidence and expert assistance as it may have within its control, as requested by USGBC and at USGBC's expense.

20. Indemnification. USGBC and Chapter will each defend, indemnify, and hold harmless and reimburse the other Party and its subsidiaries, affiliates, officers, directors, employees, agents, and representatives from and against all claims, liabilities, losses, damages, or expenses, including reasonable attorneys' fees and costs that result from: (i) a material breach of this Agreement by the indemnifying Party; (ii) any failure of the indemnifying Party to perform its obligations under this Agreement; (iii) any negligent, reckless, or willful misconduct by the indemnifying Party or its officers, directors, employees, or agents; and/or (iv) any failure of the indemnifying Party to comply with any applicable laws, ordinances, or regulations.

21. Limitation of Liability. Neither Party shall be liable to the other, or such other's subsidiaries, affiliates, officers, directors, employees, agents, or representatives, for any consequential, special, incidental, indirect, or punitive damages resulting from the breach or alleged breach of this Agreement or any provision contained herein.

22. Termination. This Agreement terminates upon non-renewal by either Party and/or as provided below.

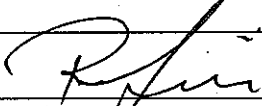
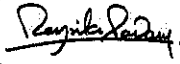

(a) **By USGBC.** USGBC may terminate this Agreement if Chapter breaches any obligation or condition under this Agreement and fails to remedy same within 30 days after receiving written notice from USGBC. Provided, however, if the breach can not be cured within 30 days, then, so long as it is continuously using its best efforts to cure such breach, Chapter shall have up to, but no more than, 90 days total to cure such breach. Additionally, this Agreement shall terminate automatically without any notice or opportunity to cure if Chapter: (1) dissolves; (2) becomes insolvent; (3) makes an assignment for the benefit of creditors; (4) files a petition of bankruptcy or otherwise makes arrangements concerning its financial affairs under any law regarding bankruptcy or insolvency; or (5) if a receiver is appointed to conduct the Chapter's affairs.

(b) **By Chapter.** Chapter may terminate this Agreement if USGBC breaches any obligation or condition under this Agreement and fails to remedy same within 30 days after receiving written notice from Chapter. Provided however, if the breach can not be cured within 30 days, then, so long as USGBC continuously uses its best efforts to cure the breach, USGBC shall have up to but no more than 90 days total to cure such breach.

(c) **Duties Upon Termination or Non-Renewal.** Upon termination or non-renewal of this Agreement for any reason, all rights granted to Chapter under this Agreement shall revert to USGBC, and Chapter will immediately: (i) stop using the USGBC Intellectual Property; (ii) remove USGBC Intellectual Property from its Web site and any materials and other communications; (iii) legally change its name with all government entities to omit any use of the USGBC Intellectual Property; and (iv) return any special purpose grant funds provided by or arranged through USGBC, which Chapter received in the 90 days preceding termination or non-

party may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives to be effective as of the Effective Date.

U.S. Green Building Council, Inc.	[CHAPTER NAME] By signing this Agreement on behalf of Chapter, I acknowledge that I have read and understood the terms of this Agreement and the relationship it contemplates. I sign below with the intent to legally bind the Chapter by this Agreement.
By: <u></u> Name: S. Richard Fedrizzi Title: President & CEO Date: <u>1/13/09</u>	By: <u></u> Name: Deepika Padam Title: Chapter Chair Date: <u>12/18/08</u>
	By: <u></u> Name: Gail Stranske Title: Chapter Vice Chair Treasurer Date: <u>12/18/08</u>

SCHEDULE B

The Territory

[To be completed prior to execution.]

State of Nevada