

AMERICAN STUDENT DENTAL ASSOCIATION

AFFILIATION AGREEMENT

This Agreement is made between the American Student Dental Association (“ASDA”), a non-profit corporation, and the chapter of ASDA shown in the signature block of this Agreement (the “Chapter”).

1. GRANT OF CHARTER AND LICENSE

1.1 Charter. ASDA hereby grants to the Chapter, and the Chapter accepts, a charter to be and continue as a chapter of ASDA. ASDA hereby grants the Chapter a license to use the name American Student Dental Association or the acronym ASDA as a part of its own name as identified in the signature block of this Agreement, subject to the following terms and conditions, during the terms of this Agreement.

1.2 Territory. The Chapter is authorized to operate in the specific geographic area/school identified in Exhibit A.

2. POLICY MANUAL

The Chapter agrees to comply with the terms of the Chapter policies adopted by ASDA, as they may be adopted and amended from time to time.

3. ASDA NAME AND LOGO

In addition to the use of the ASDA name as specified in Section 1, the Chapter may utilize the ASDA name and logo in other instances permitted by ASDA.

4. SEPARATE ENTITIES

ASDA and the Chapter expressly agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. Neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The Chapter is not liable or responsible for the debts or obligations of ASDA and ASDA is not liable or responsible for the debts or obligations of the Chapter.

5. TERMINATION OF CHARTER

The charter granted to the Chapter may be terminated by either party on 60 days advance written notice.

From and after the date of termination, the Chapter shall cease to identify itself as a Chapter of ASDA and may utilize printed material bearing any mark of ASDA only with ASDA’s specific written permission for post-termination use.

6. MISCELLANEOUS

6.1 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any disputes shall be Chicago, Illinois.

6.2 Successors and Assigns. This Agreement shall inure to the benefit of the parties and their successors and assigns.

6.3 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier, facsimile, or United States mail or e-mail addressed or directed to ASDA at 211 E. Chicago Avenue, Suite 700, Chicago, IL 60611 or the Chapter at the address shown with the signature of the Chapter President. Either party may change the address for notice by 10 days advance written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

CHAPTER NAME:
ASDA

AMERICAN STUDENT DENTAL
ASSOCIATION

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Address _____

EXHIBIT A

FULL SCHOOL NAME