



Zeta Phi Beta Sorority, Incorporated
1734 New Hampshire Avenue, N.W. • Washington, D.C. 20009

Centennial Addendum to Vendor License Agreement

This Centennial Addendum (this "Addendum") dated effective as of **Select Date** (the "Addendum Effective Date") is hereby made to the Vendor License Agreement (including all amendments, renewals, and replacements, the "Vendor License Agreement") dated effective as of **Please enter the date in the first paragraph of the most recent Vendor License Agreement**, by and between **Zeta Phi Beta Sorority, Incorporated**, a District of Columbia nonprofit corporation, having its principal office at 1734 New Hampshire Avenue, N.W. 20009 ("Sorority") and **Please enter vendor name**, having its principal office at **Please enter vendor address for business notices** ("Company"). Sorority and Company may be individually referred to as a "Party" or collectively as the "Parties." Capitalized words not defined in this Addendum have the meanings set forth in the Vendor License Agreement. The Vendor License Agreement, as amended by this Addendum is referred to herein as the "Agreement."

WHEREAS, the Sorority has developed Marks that are specific to the celebration of the sorority's centennial anniversary ("Centennial Marks"); and

WHEREAS, Company desires to produce, market, and sell certain consumer products bearing one or more of the Centennial Marks and to otherwise use the Centennial Marks for commercial purposes as set forth below; and

WHEREAS Sorority has created to a committee thereof (the "Centennial Commission") for the administration of all aspects of the celebration of the Sorority's centennial anniversary; and

WHEREAS, after review and approval of the Centennial Commission, Sorority is willing to grant Company the right to use certain of the Centennial Marks, in accordance with the terms of the Vendor License Agreement, this Addendum and all Exhibits attached hereto, and the Authorized Licensed Vendor Guidelines, which have been previously provided to the Company, for the purposes set forth below;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Term.** The term of this Addendum shall be effective as of the Effective Date and shall continue in effect until January 31, 2021 unless otherwise terminated as set forth herein, including, without limitation, for failure to renew the Vendor License Agreement (the "Term").

2. **License.** Sorority hereby grants to Company a non-exclusive, non-transferable, limited and revocable license ("License") to the Centennial Mark(s) depicted on the prototype or sketch depicted on [Exhibit A](#) which may be updated from time to time by the Centennial Commission to include additional items approved for sale by the Centennial Commission (collectively, the "Permitted Product"). The License is granted for the sole purposes of producing, reproducing, distributing and selling the Permitted Product. Company understands and agrees that Sorority is the sole owner of the Centennial Marks and has the exclusive right to use and license the Centennial Marks. Company's License to use the Centennial Marks extends only to use on the Permitted Product and does not include use of the Centennial Marks in any other manner, including, without limitation, on forms of advertising, marketing, publicity and promotions, or in any types of media, existing now or in the future, including but not limited to, broadcast, print, internet, electronic, mobile and wireless, television, radio, print or POS. Any use of the Centennial Marks in Program Materials shall require the prior written consent of Centennial Commission.

3. **Quality and Approvals.**

- a. The Company shall cause all items bearing the Centennial Marks to be produced, packaged, sold and distributed in compliance with all applicable laws and regulations.
- b. The Company shall not cause or authorize: (i) the portrayal of Sorority or the Centennial Marks in any act or behavior that is obscene, immoral or offensive or that Sorority objects to, in its sole discretion, or which otherwise portrays any member of Sorority in a negative or false light; or (ii) any violation of any applicable federal, state or local law or regulation.
- c. The Company shall submit all proposed uses of the Centennial Marks to Sorority for prior written approval, and prior to offering any item for sale or display, Company shall provide the Sorority with one (1) sample of each style of Merchandise or Program Material proposed to be sold.
- d. All items provided to the Sorority under this Addendum become the property of the Sorority and will not be returned.
- e. Use of the Centennial Marks shall at all times conform to the Official Centennial Marks and Usage Guidelines for Official Licensed Centennial Vendors that are available at the <http://zphib2020.com> web site and which the Sorority may unilaterally change from time to time (the "Marks and Usage Guidelines").

4. **Compensation.** In exchange for the License to use the Centennial Marks on the Permitted Product, Company agrees to pay Sorority a license fee in the amount \$50,000 ("Centennial License Fee") which shall be payable according to the chart below. The License Fee must be paid in the manner and method designated by the Sorority from time to time. **The Centennial License Fee is not refundable after the first year of the Term of this Addendum, and is only refundable in the first year of the Term of this Addendum if the proposed use of the Centennial Marks is not approved by the Sorority's Centennial Commission.**

Year Signed	Payment Due on Signing	Payment by 1/2/2016	Payment by 1/2/2017	Payment by 1/2/2018	Payment by 12/31/2019
2015	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
2016	\$20,000	n/a	\$10,000	\$10,000	\$10,000
2017	\$30,000	n/a	n/a	\$10,000	\$10,000
2018	\$40,000	n/a	n/a	n/a	\$10,000
2019	\$50,000	n/a	n/a	n/a	n/a
2020	\$50,000	n/a	n/a	n/a	n/a

5. **Representations.** The Company represents, warrants, and covenants to Sorority as follows: (i) the Company has the full corporate right, power, and authority to enter into this Addendum and to perform the acts required of it hereunder; (ii) the execution and delivery of this Addendum by the Company, and the performance by the Company of its obligations hereunder, does not and shall not violate any agreement to which the Company is a party or by which it is or shall be otherwise bound; (iii) the Company shall manufacture, promote, market, distribute and sell or offer to sell the Merchandise and Program Materials in an ethical manner and in accordance with all applicable international, national, federal, state and local laws, treaties and government orders and regulations (including, without limitation, intellectual property laws and export controls); (iv) this Addendum constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms under all applicable laws, rules, and regulations, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights or specific enforcement generally.

6. **Covenants.**

- a. Sorority shall provide Company with a “Centennial Vendor’s License” that shows, among other things, the vendor’s name, license number, and dates of validity.
- b. The Company shall:
 - i. Remain in good standing as a Vendor with Zeta Phi Beta Sorority, Incorporated by renewing the Vendor License Agreement on or before the expiration of the then-current term;
 - ii. Post the Centennial Vendor’s License in a conspicuous place at all times at the site where merchandise is being used, reproduced, sold, distributed and otherwise where Company’s business is being conducted;
 - iii. Request a replacement Centennial Vendor’s License whenever a certificate issued to Company by Sorority has been lost, damaged, or altered, in which case such lost, altered or damaged certificate shall be void; provided that this Addendum has not expired, Company may obtain a replacement Centennial Vendor’s License at an additional cost to the Company of One Hundred Dollars (\$100.00);
 - iv. Provide the Centennial Commission with a quarterly accounting as to gross sales generated and expenses from the sale of Permitted Product. The accounting shall be in writing certified by the Company to be correct as to all sales and expenses pertaining to the Permitted Product; and
 - v. Have a copy of the Addendum available for review upon request at all times that Permitted Product is displayed.

7. **Entire Agreement and Amendment.** The Vendor License Agreement, as amended by this Addendum (inclusive of the Marks and Usage Guidelines and all exhibits, schedules, and addenda, which are expressly incorporated herein by reference) constitutes the entire agreement of the Parties and supersedes in all respects any and all prior or written agreements or understandings pertaining to the subject matter hereof. This Addendum, and each of its terms and conditions, may be amended, modified, or waived only in a writing signed by each of the Parties hereto. Any such modifications, waivers, or amendments shall not require additional consideration to be effective.

8. **Retained Rights.** Sorority hereby reserves all rights not herein specifically granted to Company, including but not limited to all rights with respect to the Centennial Marks, the Merchandise, and the Program Materials. Sorority understands from time to time the Company may enter into vendor agreements in connection with local, state, or regional Sorority or other conferences (“Conferences”). The Company hereby acknowledges and agrees that Sorority reserves the right to limit and/or prohibit the sale of certain products by vendors, including, without limitation, the Company, at any Conferences, and that the Company shall not knowingly sell or cause to be sold any products prohibited by Sorority.

9. **Independent Contractors.** The Parties are acting herein as independent contractors and to the extent applicable, independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.

10. **Assignment.** The Agreement and License shall inure to the benefit of and be binding upon the permitted successors and assigns of the Parties and may not be assigned by either Party without the prior written consent of the other Party.

11. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the District of Columbia.

12. **Interpretation and Reliance.** No presumption shall apply in favor of either Party in the interpretation of this Addendum or in the resolution of any ambiguity of any provisions thereof.
13. **Survival.** The terms and conditions of this Addendum which by their nature or by their express terms are reasonably intended to extend beyond the expiration or termination of this Addendum shall so survive.
14. **Severability.** If any provision of the Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of the Agreement shall not be affected and shall remain in full force and effect.
15. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
16. **Notices.** Notices by either Party to the other shall be given by personal service, by registered or certified mail, return receipt requested, or by private overnight mail courier services to the respective addresses set forth in the first paragraph of this Addendum or when transmitted to the recipient by electronic means, and such transmission is electronically confirmed as having been successfully transmitted, delivered or addressed to it at the e-mail address provided beneath such Party's signature. Each Party agrees to provide changes to its mailing address, telephone number or e-mail address in writing by giving written notice of such change to the other Party.
17. **Headings.** Headings in this Addendum are included herein for convenience and reference only and shall not constitute a part of this Addendum for any purpose.
18. **Waiver.** Neither Party shall be deemed to have waived or impaired any right, power or option reserved by the Addendum (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein or to declare any breach thereof to be a default and to terminate this Addendum prior to expiration of its term) by virtue of any custom or practice of the Parties at variance with the terms hereof; any failure, refusal or neglect of either Party to exercise any rights under this Addendum or to insist upon exact compliance by the other with its obligations hereunder, any waiver, forbearance, delay, failure or omission by either Party to exercise any right, power or option, whether of the same, similar or different nature, or Sorority's acceptance of any payments due from Company after any breach of this Addendum.
19. **Indemnification.** Company agrees to indemnify and hold harmless Sorority and its affiliates, subsidiaries, divisions and chapters, and their respective officers, directors, employees, agents, and members from and against any and all claims, demands, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), arising out of: (i) Company's use of the Centennial Marks; (ii) Company's manufacture, promotion, marketing, advertising sale or offer for sale of Merchandise and/or production, marketing, and distribution of Program Materials; and (iii) Company's performance or failure to perform its obligations under the Agreement. Sorority shall provide written notice to Company of any claim, whether actual or threatened, after receipt of notice thereof. This paragraph shall survive the termination of the Agreement.
20. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SORORITY BE LIABLE TO THE COMPANY FOR ANY OF SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, SAVINGS OR REVENUES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE FURNISHING OF, PERFORMANCE OR USE OF ANY MERCHANDISE, OR ANY PORTION OF THE MERCHANDISE, AND ANY OTHER MATERIAL AND/OR SERVICES PROVIDED FOR, OR PERFORMED IN CONNECTION WITH, THIS AGREEMENT OR COMPANY'S FAILURE TO PERFORM ITS OBLIGATIONS TO THIRD PARTIES, EVEN IF SORORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND WITHOUT LIMITING ANY OTHER RIGHTS, REMEDIES, LIMITATIONS, OR RESTRICTIONS IN THIS AGREEMENT OR UNDER LAW, SORORITY SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT UNDER ANY CONTRACT,

NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, AT LAW OR IN EQUITY, FOR ANY AMOUNTS AGGREGATING IN EXCESS OF AMOUNTS PAID TO IT AS EARNED ROYALTIES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD BEFORE THE CAUSE OF ACTION AROSE.

21. **Termination.** In the event of a material breach of this Addendum by Company, Sorority may terminate this Addendum if such breach is not cured within five (5) days from receipt of written notice of such breach. Such termination shall be in addition to any and all other actions or remedies the Parties may seek at law or equity. At the end of the term or the termination of this Addendum (whichever comes first), the Company shall immediately cease producing, reproducing, distributing or selling any Merchandise or using the Centennial Marks in any way.

IN WITNESS WHEREOF, the Parties hereby agree to the terms and conditions set forth in this Addendum and have caused this Addendum to be duly executed by their authorized representatives set forth below.

COMPANY:

CLICK HERE TO ENTER TEXT.

Signed: _____
Name: Click here to enter text.
Title: Click here to enter text.
Date: Click here to enter text.

e-mail: Click here to enter text.
tel: Click here to enter text.

SORORITY:

**ZETA PHI BETA SORORITY,
INCORPORATED**

Signed: _____
Name: Valerie Hollingsworth Baker
Title: International President
Date: Click here to enter text.

Signed: _____
Name: Michelle Porter Norman
Title: National Executive Board Chair
Date: Click here to enter text.

CENTENNIAL COMMISSION CONTACT

e-mail: agreement@zphib2020.com

EXHIBIT A

PERMITTED PRODUCT(S)

This exhibit is to be updated from time to time to include materials approved by the Sorority for sale by [Click here to enter the name of the Company.](#)

[Click here to enter a description of the Permitted Product approved for sale.](#) One or more additional sheets may be added if necessary.