



Young Americans for Freedom Chapter Agreement

This Agreement made this _____ day of _____, 20____, between Young America's Foundation, a non-profit organization having a principal business address at 11480 Commerce Park Dr, Reston, Virginia, 20191 (800-USA-1776; <http://www.yaf.org/>) and determined by the Internal Revenue Service to be exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (hereinafter "the Foundation") and

University at Buffalo Young Americans for Freedom Chapter (hereinafter referred to as the "Chapter").

Whereas Young Americans for Freedom (hereinafter "YAF") is a project of Young America's Foundation, and the Foundation represents and warrants that Young America's Foundation possesses all rights to the name, trademarks, and service marks of "Young Americans for Freedom" and wishes to help establish a network of independent YAF chapters across the country;

Whereas YAF is dedicated to encouraging active citizenship among young people and upholding conservative and traditional values as enumerated in The Sharon Statement and;

Whereas the Chapter desires to engage in activities that are of an educational, cultural, recreational or social nature and relate to the values expressed in The Sharon Statement (as stated in Appendix A of this document) consistent with the terms and conditions of this Agreement, through its activities at the State University of New York at Buffalo (name of college or university):

Now, therefore, in consideration of the mutual promises of the parties, it is agreed as follows:

- 1) The Foundation authorizes the use of the name "Young Americans for Freedom" and "YAF," and the YAF logo, to the Chapter at no cost, conditional on Chapter's compliance with the terms of this Agreement as set forth herein below. This license may not be assigned.
- 2) As a condition of the license granted in section 1, the Chapter agrees to the following:
 - a. The Chapter agrees to adopt and maintain a constitution and bylaws substantially similar to those that accompany this Agreement as Exhibits A and B. The Chapter agrees to submit any adopted constitution or bylaw amendments to the Foundation, for review. Young America's Foundation reserves the right to revoke the Chapter's



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license as a chapter of Young Americans for Freedom should the amendment be seen as contrary to the best interests of YAF and the Chapter.

- b. The Chapter must provide the Foundation with a copy of all draft promotional and fundraising communications at least 72 hours before they are intended to be published, displayed, or otherwise communicated to non-members.
 - c. The Chapter will provide information to the Foundation related to co-sponsorship of events between the Chapter and other organizations upon request by the Foundation.
 - d. The Chapter agrees that Young Americans for Freedom is a project of the Foundation and therefore the Chapter agrees that it will not affiliate, enter into an agreement with, lend use of the Young Americans for Freedom name, or otherwise collaborate with other national organizations without prior written permission from the Foundation.
 - e. The Chapter agrees to maintain its affiliation with the Undergraduate Student Association of the State University of New York at Buffalo (referred to herein as "SA" or "Student Association"). If the Chapter is not yet recognized or affiliated with an academic institution, the Chapter agrees to diligently pursue recognition and affiliation. This section shall not limit the rights of the SA or the State University of New York at Buffalo ("UB") to de-recognize the club, if that is an allowable remedy under applicable SA or UB policy, in appropriate circumstances, without consulting the Foundation.
 - f. The Chapter agrees to operate in conformity with its own constitution and bylaws and SA and UB rules. The Chapter further agrees to operate within the limitations of Section 501(c)(3) of the Internal Revenue Code, including, but not limited to, no statements respecting and no participation in any political/election-related activities.
 - g. The Chapter agrees to comply with all applicable laws.
 - h. The Chapter agrees to provide the Foundation, upon request, current copies of its constitution and bylaws, financial records (to the extent allowed by UB), photographs and media reports of events.
 - i. The Chapter may cooperate with the Foundation and other YAF chapters in engaging in activities that are of an educational, cultural, recreational or social nature and relate to conservative ideas.
- 3) The Foundation and the Chapter agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, or to make any representation of agency, or to use each other's credit in conducting any activities under this Agreement.
- 4) This Agreement shall be effective on the date provided above and shall continue in effect until terminated pursuant to this paragraph.



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In general, either the Foundation or SA may terminate this Agreement upon 30 days notice in writing to the other party, at the address set forth below (unless changed pursuant to written notice). The previous sentence shall not limit the rights of the SA or UB to de-recognize the club immediately or otherwise upon less than 30 days notice, if that is an allowable remedy under applicable SA or UB policy, in appropriate circumstances, without consulting the Foundation.

- a. Additionally, the Foundation may terminate this Agreement immediately upon the Chapter's breach of this Agreement or in the event of Chapter's insolvency, fraud, willful misconduct, or assignment of rights under this Agreement.
 - b. Upon termination of this Agreement, the Chapter shall cease all use of YAF's name, YAF's trademark and service mark(s), and resources provided by YAF and the Foundation, including any materials that were produced by YAF before termination of this Agreement. The Chapter shall return all materials provided by YAF or the Foundation to the extent that they are still in the possession of the Chapter at that time.
 - c. The Chapter and this agreement, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflicts of laws. The sole and exclusive proper venue for any dispute between the parties shall be located in Erie County, New York.
- 5) The Chapter agrees to indemnify and hold harmless the Foundation, and YAF, their directors, officers, employees, agents and affiliates for any and all: claims, losses, damages, liabilities, judgments, including reasonable attorneys' fees, costs or other expenses, arising out of the death or bodily injury to any person or the destruction of or damage to any property, to the extent caused by the negligent act(s), error(s) or omission(s) of the Chapter, or any agent(s) of the Chapter. . The Foundation agrees to indemnify and hold harmless the Chapter, SA, UB, the State University of New York, and the State of New York, and their respective directors, officers, employees, agents and affiliates from and against any and all: claims, losses, damages, liabilities, and judgments, including reasonable attorneys' fees, costs and other expenses, arising out of the death or bodily injury to any person or the destruction of or damage to any property, to the extent caused by the negligent act(s), error(s) or omission(s) of the Foundation, YAF, or any employee(s) or agent(s) of the Foundation or YAF. Any party must promptly notify the other(s) of any known claim(s) that may impact the other party. The party providing the indemnification shall have the right to defend such claim(s) at its own expense. Each party shall provide such assistance in investigating and defending such claims as the other may reasonably request. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement with respect to the term prior to the termination of this Agreement.
- 6) Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, or by certified U.S. (postage prepaid) mail, return receipt requested. If to the Foundation, notice shall be sent to the Foundation at the address set forth in the first paragraph of this Agreement or such other address as may be designated by notice from the Foundation to SA from time to time. If to SA or the Chapter, the notice shall be sent to the UB Student Association Office, 350 Student Union, Buffalo, NY 14260 (attn.:



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SA Treasurer), or such other address as the SA Treasurer may designate by notice to the Foundation from time to time.

- 7) The Foundation will consider assisting the Chapter with certain activities that are of an educational, cultural, recreational or social nature and relate to conservative ideas on its campus.
- 8) This agreement shall be governed in all respects by the laws of the State of New York, applicable to all contracts made and to be wholly performed therein.
- 9) This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements. This Agreement may be amended only in a writing signed by all parties.
- 10) Notwithstanding any other provision of this Agreement,
 - a. This agreement shall NOT create any financial obligation of any kind on the part of UB, the State University of New York, or the State of New York; except as set forth in Section 5 hereof, this agreement shall NOT create any financial obligation of any kind on the part of SA or the Chapter; the Foundation's sole remedy in the event of breach of this agreement shall be to terminate this agreement, and then the Chapter shall cease all use of YAF's name, YAF's trademark and service mark(s), and resources provided by YAF and the Foundation; and
 - b. Any SA club (including the Chapter, if the Chapter ultimately attains recognition as an SA club) is a group of Members of SA acting as a group of Members; clubs shall not be separate legal entities from SA; recognized SA clubs may not have any accounts or financial activities outside of SA; SA recognized clubs may not enter into contracts, take legal actions, commence litigation or undertake legal obligations; only SA itself may enter into contracts, take legal actions, commence litigation and/or undertake legal obligations with respect to any SA club; and
 - c. All clubs and student organizations that are recognized by the Student Association (regardless of whether they receive funding) must follow all Student Association and University at Buffalo rules and policies, and all local, state and federal laws and regulations; and
 - d. All SA clubs must allow all Members of SA the opportunity to participate as members of the club with full rights (including but not limited to the right to participate in all club activities, the right to vote at club meetings, and the right to run for and hold club officer positions), subject to any University eligibility requirements; notwithstanding the foregoing, clubs may set a minimum period of participation and/or other quantifiable non-subjective activity participation requirements for a club member before such person has the right to vote at club meetings or hold office; however, such minimum period and/or other requirements must be consistent for all members of the club.




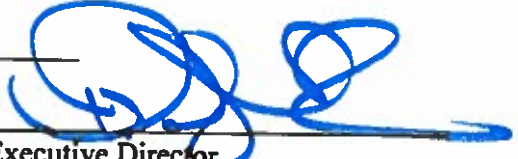
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In Witness Whereof, each of the parties hereto has caused this Agreement to be executed below by its duly authorized agent.

Chapter Chairman -- Full Name: Lynn Sementilli


Chapter Chairman
Young Americans for Freedom Chapter


Executive Director
Young Americans for Freedom
11480 Commerce Park Dr
Reston, Virginia 20191
800-USA-1776

Approved by The Undergraduate Student Association
of the State University of New York at Buffalo:

By: _____
Megan Glander, SA Vice President

By: _____
Daniel Emmons, SA Treasurer



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Appendix A: The Sharon Statement

The Sharon Statement, as adopted in Sharon, Connecticut on September 11, 1960, states the following:

In this time of moral and political crises, it is the responsibility of the youth of America to affirm certain eternal truths.

We, as young conservatives, believe:

That foremost among the transcendent values is the individual's use of his God-given free will, whence derives his right to be free from the restrictions of arbitrary force;

That liberty is indivisible, and that political freedom cannot long exist without economic freedom;

That the purpose of government is to protect those freedoms through the preservation of internal order, the provision of national defense, and the administration of justice;

That when government ventures beyond these rightful functions, it accumulates power, which tends to diminish order and liberty;

That the Constitution of the United States is the best arrangement yet devised for empowering government to fulfill its proper role, while restraining it from the concentration and abuse of power;

That the genius of the Constitution- the division of powers- is summed up in the clause that reserves primacy to the several states, or to the people, in those spheres not specifically delegated to the Federal government;

That the market economy, allocating resources by the free play of supply and demand, is the single economic system compatible with the requirements of personal freedom and constitutional government, and that it is at the same time the most productive supplier of human needs;

That when government interferes with the work of the market economy, it tends to reduce the moral and physical strength of the nation; that when it takes from one man to bestow on another, it diminishes the incentive of the first, the integrity of the second, and the moral autonomy of both;

That we will be free only so long as the national sovereignty of the United States is secure; that history shows periods of freedom are rare, and can exist only when free citizens concertedly defend their rights against all enemies;

That the forces of international Communism are, at present, the greatest single threat to these liberties;

That the United States should stress victory over, rather than coexistence with, this menace; and

That American foreign policy must be judged by this criterion: does it serve the just interests of the United States?



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