



AMENDED AND RESTATED AFFILIATION AGREEMENT

THIS AMENDED AND RESTATED AFFILIATION AGREEMENT (this "Agreement") by and between **CABLE**, a Tennessee nonprofit corporation and a 501(c)(6) business association and **CABLE Foundation**, a Tennessee nonprofit corporation and a 501(c)(3) nonprofit organization ("CABLE") and **RUTHERFORD Cable**, a Tennessee nonprofit corporation and a 501(c)(6) business association and **Rutherford CABLE Foundation**, a Tennessee nonprofit corporation and a 501(c)(3) nonprofit organization ("RUTHERFORD") (each a "Party" and collectively "the Parties") is made and entered into effective as of ___ day of _____, 2021 (the "Effective Date").

RECITALS:

WHEREAS, CABLE is organized to promote business development and other opportunities for professional women and to develop women's influence through association of members with common business and civic interests;

WHEREAS, CABLE developed the model for and oversaw the planning for and implementation of RUTHERFORD Cable in 2009;

WHEREAS, RUTHERFORD Cable has developed into a mature entity with separate legal standing and fully functioning management;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms:

1. **Grant of Right of Affiliation.** CABLE hereby continues its grant to RUTHERFORD and RUTHERFORD accepts the exclusive right to be affiliated with CABLE in the geographic area defined as: Rutherford County, Tennessee (the "Territory"). RUTHERFORD shall be known as RUTHERFORD Cable. This exclusive affiliation right shall not extend to any area outside of the Territory.

2. **Term and Termination.** The Term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until terminated by either CABLE or RUTHERFORD for any reason. Notwithstanding anything herein to the contrary, CABLE and RUTHERFORD agree that in 2023 the parties shall enter into a License Agreement, the initial draft of which shall be provided by CABLE, and that upon the execution of such License Agreement this Agreement shall terminate.



3. **Obligations of CABLE.**

A. **Consultation.** CABLE board members shall make themselves available on an as needed basis for consultations with RUTHERFORD.

B. **Attendance.** Two RUTHERFORD members shall be allowed free attendance at CABLE monthly meetings, whether meetings are held in person or through a virtual internet-based platform.

C. **Board Membership.** The President of RUTHERFORD's Board of Directors shall be an Advisor serving on the Cable Board of Directors. The President of Cable's Board of Directors shall be an Advisor serving on RUTHERFORD's Board of Directors.

D. **Bylaws and Policies and Procedures Manual.** CABLE shall continue to provide RUTHERFORD with its form Chapter Bylaws and policies and procedures (the "Policies and Procedures Manual"), as CABLE may amend them from time to time and allow RUTHERFORD to review these amendments for applicability and usefulness, and to assist RUTHERFORD in accomplishing its purpose and mission.

E. **Joint Activities and Sponsorships.** CABLE will partner with RUTHERFORD in assessing and pursuing potential joint events, marketing, and sponsorship opportunities. Such joint sponsorship opportunities will be pursued when a potential sponsor is a business with a presence in both Davidson and Rutherford counties. Both CABLE and RUTHERFORD agree that each chapter, in good faith, will endeavor to obtain sponsorships that have not already been obtained by the other chapter.

F. **Other Obligations.** CABLE shall perform all functions required of CABLE in the RUTHERFORD Bylaws attached hereto as Exhibit B.

4. **Obligations of RUTHERFORD.**

A. **Annual Fees.** RUTHERFORD shall pay to CABLE an annual fee, as set forth in the fee schedule attached as Exhibit A (the "Annual Fee"). Members of RUTHERFORD shall pay dues to RUTHERFORD on an annual basis. Members of RUTHERFORD do not pay any fees directly to CABLE unless they are paying for a dual membership as described in the RUTHERFORD Policy and Procedure Manual. Fees charged to members for meeting expenses, including food/beverage and location fees, shall be separate from the annual dues and shall not be included in the aggregate amount upon which the Annual Fee is based.

B. **Attendance.** Two CABLE members shall be allowed free attendance at RUTHERFORD monthly meetings, whether meetings are held in person or through a virtual internet-based platform.

C. **Budget and Management Review.** RUTHERFORD will submit an



annual budget for review by the CABLE Board of Directors during the fourth quarter of each fiscal year. RUTHERFORD shall have its own bank account and shall establish and practice sound fiscal policies to manage its finances. RUTHERFORD will submit any amendments, additions, or changes to the RUTHERFORD Bylaws, RUTHERFORD CABLE Foundation Bylaws, RUTHERFORD Policy and Procedures Manual, and/or the RUTHERFORD Employee Handbook to the CABLE Board of Directors for discussion and review.

D. **Use of Name.** RUTHERFORD shall use the name approved in Section 1 on all documents, correspondence, reports, filings, and contracts.

5. **Tax-Exempt Status.** RUTHERFORD shall at all times maintain a separate filing status, in good standing, with the Internal Revenue Service and the state of Tennessee.

6. **Intellectual Property and Confidential Information.**

A. **Marks and Proprietary Information.** CABLE is the owner of certain registered and unregistered trademarks and service marks, including "CABLE" (the "Mark"). CABLE hereby grants to RUTHERFORD a limited, revocable, non-exclusive license to use (i) the Mark and (ii) all other copyrighted or proprietary information and materials provided by CABLE to RUTHERFORD during the term of this Agreement, including without limitation the Policies and Procedures Manual and Bylaws (the "Proprietary Information") for official Chapter-related purposes only. RUTHERFORD shall use the Mark and the Proprietary Information solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any other written guidelines provided by CABLE. RUTHERFORD shall not permit any third party to use the Mark or the Proprietary Information without the express prior written approval of CABLE. For the avoidance of doubt, the Mark, as described herein, does not include any marks or intellectual property related to the Athena program.

B. **Exclusive Ownership by CABLE.** RUTHERFORD acknowledges that CABLE has the sole right to license and control RUTHERFORD's use of the Mark and that such Mark shall remain under the sole and exclusive ownership and control of CABLE. RUTHERFORD acknowledges that it does not acquire any right, title, or interest in the Mark except for the right to use the Mark in connection with this Agreement. RUTHERFORD shall display the Mark on all documents, materials, and in connection with forms, advertising, and marketing, all in the manner CABLE prescribes. RUTHERFORD shall not revise or alter the Mark without the express prior written approval of CABLE. In addition, RUTHERFORD agrees that CABLE'S license of the Mark to RUTHERFORD does not prohibit CABLE from entering into affiliate agreements or license agreements with any other prospective chapter with respect to the Mark.

C. **Trademark Infringement.** The Parties agree to immediately notify the other Party in writing of any possible infringement of a mark or use by others of a



trademark confusingly similar to the Mark coming to its attention or of any accusation by a third party of infringement by RUTHERFORD or CABLE of trademarks and service marks owned by a third party. RUTHERFORD acknowledges that CABLE shall have the sole right to determine whether any action will be taken in response to any possible infringement or illegal use and to control any action taken. RUTHERFORD agrees to fully cooperate with CABLE in any litigation or other action involving infringement of the Mark.

D. **Change of Marks.** In the event CABLE decides to modify or discontinue use of any Mark, or to develop additional or substitute marks, RUTHERFORD shall, within a reasonable time after receipt of written notice, take such action, at RUTHERFORD's expense, necessary to comply with such modification, discontinuation, addition, or substitution.

E. **Confidential Information.** The Parties shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person or entity, or use such information other than in compliance with this Agreement, any Proprietary Information, knowledge or know-how concerning CABLE or RUTHERFORD, including without limitation the policies and procedures of each Party as communicated from time to time. Any and all Proprietary Information, other information, trade secrets, knowledge, know-how, or other data concerning the administration of the Parties' business and operations, or that either Party designates as confidential, shall be deemed confidential for purposes of this Agreement (the "Confidential Information"), except information which one Party can demonstrate in writing to the other Party came to its attention prior to disclosure thereof by the other Party, or which, at or after the time of disclosure by CABLE to RUTHERFORD or RUTHERFORD to CABLE, had become or later becomes a part of the public domain, through publication or communication by others under no obligation to maintain confidentiality. Neither Party shall at any time, without the other Party's prior written consent, itself or through others, copy duplicate, record, post on a website, publish, disseminate, or otherwise reproduce the Confidential Information, or make the same available to an unauthorized party.

7. **Termination.**

A. **Termination.** Either Party shall have thirty (30) days after its receipt of a written notice of default from the other Party within which to remedy any default under this Agreement and to provide evidence to the other Party that the default has been cured. The defaulting Party may avoid termination by immediately initiating a remedy to cure the default and curing it to the satisfaction of the other Party within the thirty (30) day period and by promptly providing proof thereof. Notwithstanding the foregoing, if the breach is curable but is of a nature which cannot reasonably be cured within such thirty (30) day period and the defaulting Party has commenced and is continuing to make good faith efforts to cure the breach, the defaulting Party shall be given an additional reasonable period of



time to cure the same, and this Agreement shall not terminate. If any default is not cured within the specified time or any longer period as this Agreement or applicable law may require, then this Agreement shall terminate pursuant to this provision effective upon notice to the other Party.

B. **Events of Default.** Upon the occurrence of any of the following events, the affected Party shall be deemed to be in default under this Agreement:

i. If a Party should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings, make an assignment for the benefit of creditors, or indicate that it is unable to pay its debts as they become due;

ii. If a Party, at any time, ceases to operate;

iii. If an officer of a Party is convicted of a felony or a misdemeanor carrying a jail term, a misdemeanor or felony involving moral turpitude or any other crime or offense that the other Party believes is reasonably likely to have an adverse effect on the Marks and the goodwill associated therewith;

iv. If a Party discloses or divulges Confidential Information as defined herein;

v. If a Party knowingly maintains false books or records, or knowingly submits any materially false reports or material information to the other Party;

vi. If RUTHERFORD misuses or makes any unauthorized use of the Marks or any other identifying characteristics of CABLE, fails to adhere to CABLE's guidelines regarding use and display of RUTHERFORD's name and the Marks, or otherwise materially impairs the goodwill associated therewith or CABLE's rights therein;

vii. If a Party fails to maintain its tax-exempt status or otherwise fails to be in good standing as a non-profit corporation with the federal, state or local government;

viii. If a Party commits a default, as defined in this Section, three or more times in any twelve (12) month period, whether or not any or all of the defaults are cured after notice; or,

ix. If a Party breaches any other provision of this Agreement.

C. **Obligations upon Termination.** Upon termination, RUTHERFORD shall cease using the Marks and the Proprietary Information and return any and all property belonging to CABLE. All other rights and privileges



associated with being affiliated with CABLE shall cease. If either Party has any financial obligations to the other Party incurred before termination, they shall remain obligations until paid or otherwise resolved. Each Party shall return to the other, or destroy to the other Party's satisfaction, all written and electronic documentation of Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by its officers, directors, employees or agents.

8. Non-Competition and Non-Disclosure. RUTHERFORD covenants and agrees that RUTHERFORD shall not, within the Territory or within twenty (20) miles of the Territory, for a period of two (2) years following termination of this Agreement for any reason affiliate with another nonprofit corporation that competes with or offers services similar to those provided by CABLE. In the event a court of competent jurisdiction holds this covenant to be overly broad or unreasonable in time or geographic scope, the Parties agree to reduce the scope of the covenant to the maximum restriction permitted by law, and RUTHERFORD agrees to be bound by such less restrictive terms of this covenant, as such court may determine. Notwithstanding the limitations on the covenants set forth above in this paragraph, each Party acknowledges and agrees that all restrictions regarding the use of Confidential Information set forth above in this Agreement shall continue in full force and effect following expiration or termination of this Agreement without limitation as to duration or geographic scope.

9. Relationship of the Parties. The relationship of RUTHERFORD and CABLE to each other is contractual and the entire agreement is contained herein. Nothing herein shall create any association, joint venture, partnership, or co-agency relationship of any kind between the Parties. Unless expressly agreed to in writing by the Parties, neither Party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities. If any conflict between this Agreement and the respective bylaws of the Parties should arise, the terms of this Agreement shall supersede any term of such bylaws.

10. Insurance. RUTHERFORD shall procure and maintain insurance policies covering RUTHERFORD and its activities.

11. Representations and Warranties. Each Party represents and warrants to the



other that it will comply with all applicable laws, regulations and other requirements that may affect its performance of this Agreement. RUTHERFORD further represents and warrants that it has obtained and will continue to maintain at its own expense, all permits, licenses and other governmental approvals that may be required in connection with its performance of this Agreement and its existence and operation as a nonprofit corporation. At the request of CABLE, RUTHERFORD shall furnish evidence satisfactory to CABLE that such requirements have been met.

12. Indemnification.

A. **Indemnification by RUTHERFORD.** RUTHERFORD shall indemnify and hold harmless CABLE, its officers, directors, members, employees, and agents, and their respective successors, assigns and personal representatives, from and against any and all costs, expenses, losses, liabilities, claims and demands, including costs of defense, investigation, resolution, judgment, settlements, attorneys' fees and court costs, arising from or in connections with the operation of RUTHERFORD CABLE, and any actual or alleged loss, injury, or damage to any person, entity or property, or any contract or relationship connected with RUTHERFORD.

B. **Indemnification by CABLE.** CABLE shall indemnify and hold harmless RUTHERFORD, its officers, directors, members, employees, and agents, and their respective successors, assigns, and personal representatives, from and against any and all costs, expenses, losses, liabilities, claims and demands, including costs of defense, investigation, resolution, judgment, settlements, attorneys' fees and court costs, arising from or in connection with the operation of CABLE, and any actual or alleged loss, injury, or damage to any person, entity or property, or any contract or relationship connected with CABLE.

C. **Negligence.** In no event shall either Party be held responsible for the negligence of the other Party by virtue of this agreement for the claims of third parties for infringing the Marks, except to the extent the Marks were used in a manner not prescribed by the Policy and Procedures, or the Marks were revised or altered without the express prior written consent of CABLE.

13. Miscellaneous.

A. **Waiver.** Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

B. **Remedies.** Any failure to comply with the requirements of Section 6 herein regarding Intellectual Property and Confidential Information will



cause CABLE irreparable injury, for which no adequate remedy at law may be available. RUTHERFORD consents to the issuance of an order of specific performance of such requirements, a temporary restraining order, or preliminary or permanent injunction against violation by RUTHERFORD without CABLE having to post bond or other security.

C. Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be delivered by any means which will provide evidence of the dates sent and received, to the respective Parties at the following addresses unless and until a different address has been designated by written notice to the other Party:

Notices to CABLE:
Nashville CABLE
Attn: Laquita Stribling, President
P.O. Box 24156
Nashville, Tennessee 37202

Notices to RUTHERFORD:
RUTHERFORD Cable
Attn: Lori Williams, President
P.O. Box 330487
Murfreesboro, Tennessee 37129

D. Entire Agreement. This Agreement and the documents referred to herein constitute the entire Agreement between CABLE and RUTHERFORD concerning the subject matter hereof, and supersede all prior offers, understandings, promises, undertakings and agreements, oral or written. No amendment, change or variance from this Agreement shall be binding on either Party unless executed by both Parties in writing.

E. Severability. Each provision of this Agreement shall be considered severable; and if for any reason any provision herein is determined to be invalid under any law or by a court having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, other provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the Parties hereto, and the invalid provision shall be deemed not to be a part of this Agreement. Furthermore, there will be automatically substituted for such invalid provision a provision as similar thereto as possible that is valid and enforceable.

F. Governing Law. This Agreement shall be interpreted and construed under the substantive laws of the State of Tennessee and the United States, without giving effect to conflicts-of-laws provisions.



G. JURY TRIAL WAIVER. THE PARTIES HAVE BARGAINED FOR AND AGREED TO WAIVE ANY RIGHT TO A JURY TRIAL IN ANY CASE OR CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES.

H. Venue. The Parties agree that any legal action or arbitration brought by either Party against the other shall be brought in the state or federal courts in Davidson County, Tennessee. The Parties submit to the personal jurisdiction and venue of such courts and waive any privilege, *forum non conveniens* or similar rights, privileges, or defenses to situs of proceedings in such courts.

I. Attorneys' Fees. If either Party is required to resort to legal process to enforce any provision of this Agreement, the prevailing Party will recover all costs, including reasonable attorneys' fees, incurred in such legal proceeding.

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IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Amended and Restated Affiliation Agreement as of the day and year first above written.

CABLE

BY: _____
Laquita Stribling, President

RUTHERFORD CABLE

BY: _____
Lori Williams, President



EXHIBIT A

ANNUAL FEE
SCHEDULE FOR
RUTHERFORD CABLE

REVISED (7/1/20-6/30/23):

	RUTHERFORD CABLE	CABLE
New and Renewing Members for 2020/21	80%	20%
New and Renewing Members for 2021/22	85%	15%
New and Renewing Members for 2022/23	90%	10%



EXHIBIT B

BYLAWS OF RUTHERFORD CABLE