

Discount Agreement

This Agreement is entered into this ___ day of _____, 20__ (the "Effective Date") between _____, located at _____ ("SOCIETY") and _____, located at _____ ("Vendor") pursuant to which Vendor will offer SOCIETY members a discount on its products and/or services.

The parties agree as follows:

1. Vendor agrees to provide Society members with the discount set forth in Attachment A incorporated to and made a part of this Agreement. Vendor will provide Society with a discount code or other means in which Society members can access the Vendor's discount. The discount being offered to Society members shall commence on the Effective Date and shall end on _____.
2. Society may actively publicize the discount to its members and reserves the right to post the Vendor discount information on its webpage.
3. All communications and notices to Vendor and Society shall be directed as follows:

Society contact:

Vendor contact:
4. Vendor will not, under any circumstance, have any right to use or authorize the use of any Society trademark, logo, or other intellectual property right otherwise owned by Society.
5. Society assumes no responsibility for any arrangements, contracts, purchases, or disputes between Society members and the Vendor. The Vendor is responsible for handling all questions and disputes from Society members who use the discount offer.
6. Vendor must notify the Society contact at least fourteen (14) days in advance of any changes to the discount that is offered pursuant to this Agreement.
7. Either party may terminate this Agreement with fifteen (15) days prior written notice to the other.
8. Vendor agrees to indemnify and hold Society and its officers, directors, employees and members harmless for any claims, damages, losses, including reasonable attorneys' fees arising from or in connection with Vendor's activities under this Agreement.
9. Society does not endorse or affirm the quality of products or services provided by the Vendor.

10. The parties 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, to use each other's credit in conducting any activities under this Agreement, or to represent that Society is in the business of providing the products/goods/services provided by Vendor.

11. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a written agreement clearly setting forth the amendments and signed by both parties hereto.

12. It is the intent of the parties that all questions with respect to the construction of this Agreement and the rights of the parties shall be determined in accordance with the applicable provisions of the laws of the State of _____, other than respect to choice of law, and the laws of that state shall govern the validity and interpretation of this Agreement.

The duly authorized parties have executed this Agreement as of the Effective Date.

 **Name of State Society**

By: _____
Print Name:
Title:

Date

Vendor

By: _____
Print Name:
Title:

Date

ATTACHMENT A
VENDOR DISCOUNT

Vendor Description:
(Please describe the product or services your business provides)

Discount being offered to Society members:
(Please describe the exact terms of the discount)

[10% off the price of all products sold]

[20% off the price of all products sold]

Business Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Website (if applicable):

Vendor Contact: