

ATHLETES FOR A FIT PLANET

PLEDGE OF SUSTAINABILITY AGREEMENT

By clicking the “ I ACCEPT” button below, you agree to be bound by the terms and conditions of this Athletes for a Fit Planet Pledge of Sustainability Agreement (“Agreement”). This Agreement is made between Athletes for a Fit Planet, LLC, a Massachusetts limited liability company with a principal place of business at PO Box 6925, Holliston, Massachusetts (“A Fit Planet”) and you, the “Organizer.” This Agreement constitutes a legally binding agreement. A Fit Planet and Organizer shall hereinafter each be referred to as a “Party” and collectively, the “Parties”.

A Fit Planet provides a formal recognition and verification process known as a Pledge of Sustainability (“Pledge”) to athletic events that pledge to organize and administer their events in an environmentally responsible way and in conformance with a set of event requirements which you selected for your event as part of the pledge process.

You, the Organizer, agree to incorporate a minimum of nine (9) event criteria, including five (5) required criteria and at least four (4) elective criteria, into your event in order for your event to qualify for the Pledge. The criteria you choose, plus the method required for verification compliance, are described [here](#).

A Fit Planet agrees to provide you with the right to use the below Pledge logo (the “Pledge Mark”) for display on your website, in marketing materials and on signage for your event based on the terms and conditions set forth herein.



OR



Term. You are free to use the Pledge Mark upon entering this Agreement, and subject to the verification process as defined herein.

Verification. Within thirty (30) business days of the end of your event, you shall submit to A Fit Planet via regular mail to PO Box 6925, Holliston, Massachusetts, 01746, or electronically to info@afitplanet.com, any and all documentation required to verify the event requirements you chose.

If an incomplete submission is received, you will be notified within ten (10) business days via electronic mail of all missing or incomplete items. Once a complete submission is received, the conformance review by A Fit Planet will resume, and shall be completed within ten (10) business days of receipt of all such missing or incomplete items.

If the conformance review of your event by A Fit Planet indicates that the event requirements have been met, then A Fit Planet shall notify you via electronic mail of the successful verification process and your event shall receive the below updated mark (the “Verified Mark”). The Verified Mark can be used by you until the earlier of the two conditions occurs: (i) the date of the next year’s event, if annual, or (ii) for a period of twelve (12) months from the date of the successful verification.



OR



The Pledge Mark and Verified Mark shall hereinafter be collectively referred to as the “Marks”

If the conformance review of your event by A Fit Planet indicates that your event requirements have NOT been met, then A Fit Planet shall forthwith notify you via electronic mail of such failure and your event’s right to use the Pledge Mark shall immediately terminate.

In connection with the verification process for your event, you agree to provide all information required to complete a conformance review, as well as access to key personnel, in a timely fashion to be interviewed during the verification process if reasonably required by A Fit Planet.

In all cases, you agree to comply with A Fit Planet's reasonable requests for clarification or renewal regarding completeness, correctness or consistency of the information provided.

Notwithstanding anything to the contrary, you are not required to divulge or otherwise provide any documents or information to A Fit Planet that you may not divulge by law.

Renewal. Provided your event has satisfied the terms outlined above for the Marks, A Fit Planet shall send a renewal reminder notice by electronic mail to you at or before ninety (90) days prior to the date of the next event, if annual. In the event you renew your event's Pledge and commit to the same event requirements, then you shall be given a ten percent (10%) discount on the then applicable fee for such event. In the event you renew your event's Pledge and commit to additional event requirements, then you shall receive a twenty percent (20%) discount on the then applicable fee for such event. If you are renew the Pledge for more than one event for any given year, then the fee for pledging for each subsequent event shall be \$25.

The Marks. A Fit Planet is the owner of the Marks. During the Term of this Agreement, you shall have a non-exclusive, non-transferable revocable license to use the Pledge Mark or the Verified Mark, whichever applies.

Confidentiality.

I. A Fit Planet and you shall, except where a provision of this Agreement provides otherwise, maintain in confidence all information each Party discloses to the other Party in relation to this Agreement. Unless otherwise set forth herein, no license, express or implied, under any trademark or copyright is granted by A Fit Planet and Organizer to the other Party by virtue of such disclosure and such other Party shall not use any such information except for the purposes of this Agreement. The Parties' obligations under this section shall be limited to taking such steps as it ordinarily takes to preserve the most important of its own confidential information. The obligations of non-disclosure and non-use set out in this Agreement shall not apply to any item of information which:

1. Is in the public domain at any time (but without prejudice to any person's rights of action against another person who wrongfully causes or permits such information to be in the public domain),
2. Was rightfully in the receiving person's possession without obligation of confidence prior to its disclosure pursuant to this Agreement, or is subsequently independently developed by the receiving person's employees having no access to the information disclosed hereunder,
3. Is subsequently rightfully obtained without obligation of confidence by the receiving person from a source other than the other Party as evidenced by written records,
4. Is required to be disclosed by order of any court of competent jurisdiction,

PROVIDED that no right or interest under any license, patent, or otherwise shall be acquired by the recipient of any information by virtue of the application of this section.

II. Information regarding the verification of an event (or the results of using any such verification) shall not be disclosed in any publicly available document or to any third party by A Fit Planet, Organizer, or any party acting on the other Party's behalf.

III. A Fit Planet may disclose Organizer's confidential information to any third party acting on behalf of A Fit Planet in the areas of assessment, verification, or operation of the program, and who reasonably requires access to such information. For the avoidance of doubt, A Fit Planet may disclose Organizer's confidential information to Organizer's employees, or employees of any party acting on Organizer's behalf.

Limitation of Liability and Indemnity.

Limitation of Liability. You acknowledge that because of the special nature of A Fit Planet it is reasonable for A Fit Planet to exclude liability as set out below.

A FIT PLANET ON ITS OWN BEHALF AND ON BEHALF OF ITS OFFICERS, EMPLOYEES AND AGENTS HEREBY EXCLUDES ALL LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE BY ANY PERSON OF ANY INFORMATION PROVIDED BY A FIT PLANET TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. IN NO EVENT SHALL A FIT PLANET BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL TORT OR COVER LOSSES OR DAMAGES (INCLUDING, WITHOUT SPECIAL LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE), INCLUDING WITHOUT LIMITATION DAMAGES RESULTING TO USE OR INABILITY TO USE THE MARKS.

Indemnity. You shall defend, indemnify and hold harmless A Fit Planet together with its officers, servants, agents, subcontractors, and shareholders of A Fit Planet and their servants when engaged in activities on behalf of A Fit Planet but only to the extent that they are acting in that capacity (together the "Indemnified"), against any and all demands, claims, loss, liability, damages, settlements, and costs and expenses (including but not limited to all costs of defense and attorney's fees) of any nature whatsoever asserted against or suffered by the Indemnified, and liability incurred from such demands, and claims arising out of your misuse, infringement or impairment of the Marks.

A Fit Planet shall take all reasonable steps to limit such damage or loss.

No provision of this clause shall apply in any circumstances or in respect of any liability or class of liability to the extent that it may not apply in accordance with applicable law. In the event of such a provision being held to be inapplicable or invalid the Parties will make such amendments to this Agreement by the addition or deletion of wording, or otherwise, so as to remove the inapplicable or invalid part of the provision but otherwise retain the provision to the extent permissible under applicable law.

General

Entire Agreement. This Agreement, including any documents referred to herein or integrated herein by reference (as amended from time to time), together with all forms relating to this Agreement submitted and accepted by both Parties constitutes the entire agreement and understanding between the Parties and supersedes all prior or contemporaneous oral or written agreements, understandings, or arrangements between the Parties relating to such subject matter. Neither Party shall be entitled to rely on any agreement, understanding, arrangement, or representation relating to the subject matter of this Agreement which is not expressly contained in this Agreement and no change may be made to this Agreement except in writing and signed by duly authorized representatives of both Parties. The invalidity in whole or in part of any provision of this Agreement shall not hereby void or affect any other provision.

Assignment. You may not assign or delegate this Agreement or any of its rights or obligations hereunder without the prior written consent of A Fit Planet.

Waiver of Rights Under this Agreement. No failure or delay on the part of either of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

Notices. Any notice or other document to be given under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, shall be deemed to have been duly given if sent by hand, or by recorded delivery, or registered post, or by facsimile (subsequently confirmed by a post) to a party at the specified address for that party, unless a different address has been notified to the other in writing for this purpose. The specified address for A Fit Planet or Organizer is the address set out above, as such organizer entered the same into the web-based pledge/verification system. Notices shall be deemed to have been received by the addressee within seventy-two (72) hours of posting as above or within 24 hours if sent by hand or facsimile to the addressee's correct address.

Interpretation. The headings in this Agreement are inserted only for convenience and shall not affect its construction.

When appropriate words denoting the singular only shall include the plural and vice versa.

Governing Law. The laws of the Commonwealth of Massachusetts shall govern this Agreement without regard to its conflicts of law rules.

Fees. The fee to be paid by you to A Fit Planet under this Agreement is one hundred (\$100.00) dollars for the first event and twenty five (\$25.00) dollars for each subsequent event thereafter, provided the same is actually organized by you (the "Fee"), which fee is net of all applicable taxes and duties which, where appropriate, will be payable by you to A Fit Planet (or to the relevant tax authorities as applicable), in addition.

Payment A Fit Planet will charge the Fee upon the electronic submission of this Agreement. You agree to incur the applicable fees for each such registration for verification.

Fees are payable in U.S. dollars.

Fees are non-refundable.

Execution. By clicking on the “I accept” button below, you hereby:

1. Acknowledge reading and understanding the terms and conditions set forth herein and agrees to be bound by this Agreement, including but not limited to, the obligations described in the Confidentiality and Indemnity clauses thereof, which obligations shall survive the termination of this Agreement.

2. Agree to be bound by the terms and conditions governing the event requirements you chose; and

3. Agree to be bound by the terms and conditions governing the Marks.

If you do not agree with any of the terms and conditions of this Agreement, do not click the “I Accept” button below.

By clicking on the “I Accept” button, Organizer agrees to be legally bound by this Agreement.

Clicking the “I Accept” button is an electronic signature and a confirmation by you of your authorization to enter into this Agreement.