

FOLK ALLIANCE REGIONAL AFFILIATION AGREEMENT

This Folk Alliance Regional Affiliation Agreement (the “**Agreement**”), effective as of this 27th day of June, 2025 (“**Effective Date**”), is by and between Folk Alliance International (“**FAI**”), a Missouri non-profit organization with its principal place of business located at 601 Avenida Cesar E. Chavez Street, Suite 100, Kansas City, MO 64131 and the region signing this Agreement below (“**Region**”) (each a “**Party**” and jointly the “**Parties**”).

WHEREAS, FAI is a non-profit organization with a mission to serve, strengthen, and engage the global folk music community through preservation, presentation, and promotion;

WHEREAS, Region is a separate non-profit organization, with mission alignment with FAI and focused on delivering that mission on a regional level; and

WHEREAS, both Parties desire a collaborative relationship to further their mutual goals.

NOW THEREFORE, in consideration of the covenants, representations and warranties and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Regional Partner.** By virtue of Region entering into and complying with this Agreement, Region shall be deemed, for the Term of this Agreement, a “**Regional Partner**” of FAI. Region’s designation as a Regional Partner shall be exclusive only within the Territory as defined herein.

2. **FAI Trademarks.**

(a) **Retained Ownership.** Region acknowledges that: (i) as between FAI and Region, FAI exclusively owns all trademarks, service marks, trade dress, trade names, domain names, social media handles, and other indicia of source or origin (collectively, “**Trademarks**”) consisting of or incorporating “Folk Alliance International,” “Folk Alliance”, or associated logos and all variations or acronyms of any of the foregoing, including all registrations and applications for registration thereof and any Trademark confusingly similar thereto or dilutive thereof (collectively, the “**FAI Marks**”). For the sake of clarity, FAI does not claim ownership of Region’s website or social media account; FAI only retains ownership of its Trademarks even if incorporated into Region’s domain name or social media handle. Nothing in this Agreement conveys upon Region any right related to FAI Marks other than as specifically provided in the license provided in Section 2(b). Upon expiration or termination of this Agreement for any reason, FAI shall retain all rights in FAI Marks and Region shall retain no rights in FAI marks.

(b) **License.** For the Term of this Agreement FAI grants Region a limited, freely revokable, non-exclusive, non-transferrable license to use the FAI marks solely within the Territory and solely for the purposes necessary for Region to perform its obligations under this Agreement.

3. **Membership Shared Pool.** FAI will share 30% (the “**Shared Pool**”) of its gross membership revenue from its members located in North America with its Regional Partners. Region’s portion of the Shared Pool (“**Region’s Share**”) shall be determined by dividing the Shared Pool by the number of FAI’s Regional Partners in North America. By way of example, if the Shared Pool is \$50,000, and if FAI has twenty (20) Regional Partners, then Region’s Share would be \$2,500. Region’s Share shall be determined as of the end of each calendar quarter and shall be paid within thirty (30) days of the end of the calendar quarter by any reasonable means designated by FAI.

4. **Territory.** Region’s Territory shall be as defined in Exhibit A (the “**Territory**”), which may be amended from time to time by the Parties through a newly executed Exhibit A. The Territory defined on a new Exhibit A with the most recent execution date shall supersede and replace in its entirety all previous versions, regardless of anything to the contrary contained in any version. The Territory is independent of any territory established or otherwise identified in Region’s Bylaws.

5. **FAI Regions Committee.** Region shall be a member of FAI’s Regions Committee as established by FAI (the “**FAI Regions Committee**”). Region may designate its representative(s) on the FAI Regions Committee. Region may have up to four (4) representatives on the FAI Regions Committee. Regardless of the number of representatives, Region shall have one (1) vote on the FAI Regions Committee. FAI shall have one (1) vote on the FAI Regions Committee.

6. Region's Bylaws.

(a) FAI acknowledges that Region's current bylaws (the "**Bylaws**," attached as **Appendix 1** to this Agreement) are acceptable. Any changes to the Bylaws must be approved through the process outlined below. REGION REPRESENTS AND WARRANTS THAT THE REQUIREMENT FOR FAI APPROVAL FOR AMENDMENTS TO ITS BYLAWS DOES NOT VIOLATE ITS BYLAWS IN THEIR CURRENT FORM OR ANY LAW OR PRESENT ANY RISK OF REMOVING REGION'S TAX-EXEMPT STATUS.

(b) Should Region desire to change its Bylaws, the following process shall be followed:

(i) Region submits the proposed Bylaws to the FAI Regions Committee.

(ii) FAI Regions Committee reviews the proposed changes within thirty (30) days. Approval requires an absolute majority of the voting members of the FAI Regions Committee.

(iii) Once approved, the proposed Bylaws shall be placed on the agenda for the next scheduled meeting of the FAI board of directors (the "**FAI Board**").

(iv) If the FAI Board does not approve the changes, Region may make changes and resubmit the proposed Bylaws to FAI according to the first step.

(c) Representatives of Region shall have the right to appear before FAI Board to present the Region's case for the proposed changes.

(d) Region acknowledges that only the FAI Board can approve changes to the Bylaws before such changes may be enacted by a vote of the Region's members in accordance with such Region's approved bylaws. The FAI Regions Committee can facilitate discussion and agreement but does not have the authority to make binding decisions on the Board's behalf.

7. Region's Representations and Warranties. Region represents and warrants that at all times during the Term:

(a) and for a period of 2 years thereafter, Region shall, at its own expense, maintain and carry in full force directors and officers with Side A and Side B coverage reasonably acceptable to FAI;

(b) it is in compliance with all laws and regulations governing its operations, including but not limited to state and federal data privacy and protection laws regarding the collection, processing, and sharing of personal information, and all Region's privacy policies and procedures allow and disclose its ability to collect, process, and share information as required under this Agreement;

(c) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required;

(d) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(e) the execution of this Agreement by the individual whose signature is set forth at the end of this Agreement and the delivery of this Agreement by Region has been duly authorized by all necessary corporate actions on the part of Region; and

(f) the execution, delivery, and performance of this Agreement by Region will not violate, conflict with, require consent under or result in any breach or default under (1) any of Region's organizational documents (including its certificate of incorporation and by-laws) (2) any applicable Law (including those governing Region's tax exempt status), or (3) the provisions of any material contract or agreement to which Region is a party or to which any of its material assets are bound.

8. Region's Responsibilities.

(a) Region shall grant members of FAI full membership in Region, with all rights and privileges of any other full member of Region.

(b) Region shall provide FAI members a discounted registration fee to all Region conferences and individual events, with such discount no less than 10%.

(c) Region shall provide email contact information or access to email contact info for all conference (event) registrants to FAI within 30 days of the event.

(d) Region shall provide to FAI on an annual basis, or more frequently if requested:

(i) Certificates of insurance for all insurance required under Section 7(a);

(ii) A list of Region's current board members and their contact information.

(iii) Region's Financial Data.

(e) Region agrees that FAI may audit its finances, and agrees to provide FAI access to its books, if the FAI Regions Committee believes, in good faith, that such an audit is necessary to protect the FAI Regions Committee and the network comprised of its member organizations or otherwise to support the fulfillment of the purposes of this Agreement. In the event the FAI Regions Committee deems an audit of Region is necessary, FAI agrees to be responsible for one half of the costs directly related to the audit.

(f) Region shall include the FAI logo or website URL (www.folk.org) or both in all of Region's advertising and newsletters within the Territory. Wherever space permits, Region will include the text, "For more info on Folk Alliance International, visit www.folk.org." Region shall follow the Trademark Guidelines attached in **Exhibit B**, which are hereby incorporated as if fully set forth herein and which may be updated from time to time by FAI in its sole discretion, when using the FAI logo or other FAI trademarks.

(g) Region also agrees to use good faith efforts to promote FAI membership, conferences, and other FAI services and to cooperate with reasonable requests from FAI regarding promotional efforts.

(h) Region shall provide two (2) complimentary registrations to FAI for Regional's conferences and other events and reduced registration for all current FAI board members and staff (food, hotel, or other perks to be included or excluded at the sole discretion of Region).

(i) Region shall give two (2) complimentary conference registrations to each of the other Regional Partners (food, hotel, or other perks to be included or excluded at the sole discretion of Region), and reduced conference registration for current board members and staff of other Regional Partners.

(j) Region shall hold annual elections to elect new board members and shall ensure that its Bylaws provide for such elections in accordance with this Section. The annual board elections will be run electronically through FAI utilizing the most current membership in the FAI database, determined in accordance with FAI policies, so all membership data is up to date. FAI exclusively will certify the results of each election.

(k) Region shall not produce a Conference that would occur during the period beginning on and including the 60th day prior to the first day of an FAI Conference and ending on and including the 75th day after the final day of an FAI Conference (the "**Restricted Period**"), without approval of FAI. A "**Conference**" is defined as a multiple day event for the public, either in person or online. For the sake of clarity, Region may produce one-day events, webinars, or online meetings during the Restricted Period.

(l) Region shall work collaboratively with other Regional Partners to avoid producing Conferences or other events that interfere with the Conference or events of other Regional Partners.

9. FAI's Responsibilities.

(a) FAI will include the Region on their general liability insurance.

(b) FAI shall give two (2) complimentary registrations for the FAI Conference to Region, and reduced Conference registration for current board members and staff of Region.

(c) Upon request, FAI may provide timely e-mailings for the purpose of assisting the Region in the promotion of its Conference, special events, and annual board elections. Region will be responsible for providing all content of such email campaigns.

(d) FAI shall give Region access to membership information for all other Regional Partners for direct communication between each Regional Partner and their members. Likewise, Region hereby permits FAI to share its member information with the other Regional Partners.

(e) FAI will proactively send informational emails to our membership and mailing list to promote the value of Region.

(f) Special requests by Region to FAI for emergency support beyond what is provided for in this Agreement shall be discussed first and approved by the FAI Regions Committee, with final approval by the FAI Board.

(g) FAI shall not produce a Conference that would occur during the period beginning on and including the 60th day prior to the first day of a Region Conference and ending on and including the 75th day after the final day of Region Conference, without approval of the FAI Regions Committee; *provided that*, FAI shall have the right to set the date of one annual Conference before Region may set the date of any Region Conference.

(h) FAI will provide training sessions for Region on issues important to Region's leaders as requested by the FAI Regions Committee. These training sessions may include non-profit governance, sponsorship, finances, etc.

(i) FAI agrees to plan and fund an annual regional leadership retreat. Region is encouraged to send their President plus an additional board or staff member to the retreat.

10. **Dispute Resolution.**

(a) **Regional Partner Disputes.**

(i) Should unresolved disputes arise between Region and another Regional Partner, FAI Regions Committee will mediate to resolve the issue. Should mediation fail to reach a mutually acceptable resolution, then FAI Regions Committee shall submit the dispute to binding arbitration by the FAI Board.

(ii) Representatives of the dispute shall have the right to appear before the FAI Regions Committee and/or FAI Board to present their respective case. Under extraordinary circumstances, an emergency FAI Board meeting can be called with three weeks' notice to resolve a major issue.

(b) **FAI Disputes.** The Parties shall resolve any dispute, controversy, or claim between themselves arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**"), under the provisions of this Section 10(b). The procedures set forth in Sections 10(b)(i) through (iii) shall be the exclusive mechanism for resolving any Dispute that may arise between the Parties from time to time and Sections 10(b)(i) through (ii) are express conditions precedent to litigation of the Dispute.

(i) **Negotiations.** A Party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than three (3) negotiation sessions attended by the president or equivalent of each Party. If the Parties cannot resolve any Dispute during the time period ending twenty (20) business days after the date of the Dispute Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either Party may initiate mediation under Section 10(b)(ii).

(ii) **Mediation.**

(1) Subject to Section 10(b)(i), the Parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant

that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

(2) The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(iii) *Litigation as a Final Resort.* If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within forty (40) business days after the Escalation to Mediation Date, either party may file suit in a court of competent jurisdiction in accordance with the provisions of Sections 14 and 15.

11. **Remedies.** The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

12. **Term and Termination.**

(a) **Term.** The term of this Agreement (the “**Initial Term**”) commences on the Effective Date and continues thereafter for a period of three (3) years, unless terminated sooner as provided in this Agreement.

(b) **Renewal.** The Parties may renew this Agreement for succeeding three-year terms (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) during the FAI Regions Committee meeting taking place during the 12 months prior to the expiration of the then-current Term. If there has not been an FAI Regions Committee meeting in the 12 months immediately preceding the expiration of the then-current term, the Agreement shall automatically renew until the next FAI Regions Committee meeting (“**Provisional Renewal**”). Following the first FAI Regions Committee meeting after the Provisional Renewal, the parties shall have a 30-day window to agree to a Renewal Term. If the Parties fail to agree to a Renewal Term or either Party provides written notice of non-renewal to the other Party during that period, the Agreement shall terminate at the end of such 30-day period. The terms and conditions of this Agreement during each Renewal Term or Provisional Term shall be the same as the terms and conditions in effect immediately prior to such renewal, unless the Parties agree otherwise in a writing signed by both Parties.

(c) **Termination for Cause.** This Agreement may be terminated before the expiration date of the Term on written notice by either Party, if the other Party breaches any provisions of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within forty-five (45) days after the breaching Party's receipt of written notice of such breach.

13. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) other similar events beyond the reasonable control of the affected Party. The Party suffering a Force Majeure Event shall give notice ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

14. **Governing Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

15. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or shall be instituted in the federal courts of the United States of America or the courts of the State of Missouri in each case located in the County of Jackson County, Missouri, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

16. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17. **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employer/employee or agency relationship. Region shall be an independent contractor pursuant to this Agreement. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third Party. Region may not do or say anything that communicates explicitly or implicitly that its relationship with FAI is anything other than as an independent contractor.

18. **Representations.** Both signatories to this document represent that they have the right and authority to enter into and perform under this Agreement.

19. **Indemnifications.** Each Party (“**Indemnifying Party**”) shall indemnify, hold harmless, and defend the other Party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Indemnified Party (collectively, “**Losses**”), arising out of or related to any third-party actual or threatened claim alleging: (a) breach or non-fulfillment of any provision of this Agreement by Indemnifying Party; (b) any reckless or willful misconduct in connection with the performance of Indemnifying Party’s obligations under this Agreement; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party or its Personnel (including any reckless or willful misconduct); or (d) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this Agreement.

20. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements between the Parties with respect thereto. No modification or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless signed by both Parties.

21. **Waiver of Rights.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to reflect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. **Headings; Interpretation.** The headings in this Agreement are inserted solely as a matter of convenience and for reference and shall not be considered in the construction or interpretation of any provision hereof. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation;” (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

24. **Pronouns.** As the context so requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and any gender-specific terms shall be interpreted as gender-neutral, including but not limited to masculine, feminine, and neuter terms.

25. **Notices.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to the other Party at its address set forth on the first page of this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party and (b) if the Party giving the Notice has complied with the requirements of this Section.

26. **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

27. **Further Assurances.** Each of the Parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

28. **Successors and Assigns.** This Agreement shall be binding upon both Parties’ successors, executors, administrators, and other legal representatives. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement. Any purported assignment in violation of this Section shall be null and void.

29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

FOLK ALLIANCE INTERNATIONAL

Folk Alliance Region West (Region)

By: 

By: 

Name: Ashley Shabankareh

Name: Karen B. Sullivan

Title: President, FAI Board

Title: President, FAR-West Board

**EXHIBIT A
TERRITORY**

Date: June 26, 2025

Description of Territory: Alaska, Alberta, British Columbia, California, Hawaii, Idaho, Montana, Nevada
Northwest Territory, Oregon, Utah, Washington, Wyoming, and Yukon Territory

IN WITNESS WHEREOF, the Parties have caused this Exhibit A to the Folk Alliance Regional Affiliation Agreement to be executed as of the date indicated hereon by their duly authorized representatives. This Exhibit A shall amend and restate in its entirety any previous version.

FOLK ALLIANCE INTERNATIONAL

By: 

Name: Ashley Shabankareh

Title: President, FAI Board

Folk Alliance Region West (Region)

By: 

Name: Karen B. Sullivan

Title: President, FAR-West Board

EXHIBIT B

Folk Alliance International Trademark Use Guidelines

Last Updated: February 11, 2025

These Trademark Use Guidelines (“**Guidelines**”) set out the requirements and specifications of Folk Alliance International (“**Licensors**”) for use of FAI Marks (as defined in the applicable license agreement). Proper and consistent use of the FAI Marks is critical to preserve the brand image associated with the FAI Marks and their recognition, strength, and significance as source identifiers in the marketplace.

All licensees of Licensors must comply with these Guidelines in all uses of the FAI Marks, including in all advertising, marketing, and promotional materials.

These Guidelines may contain references to trademarks other than the FAI Marks. Nothing contained in these Guidelines will be construed as conveying any license or other rights to any trademarks other than the FAI Marks, expanding the scope of permitted use of any FAI Marks, or limiting any obligations of a licensee under the applicable license agreement. In the event of any conflict between these Guidelines and the terms of the applicable license agreement, the terms of the license agreement control.

Licensors has the right to revise these Guidelines at any time and shall endeavor to provide prompt notice.

Questions regarding these Guidelines should be addressed to bpollack@conroybaran.com.

Guidelines and Specifications for Proper Trademark Use

1. **Logo.** Whenever possible, use the logo for a Licensed Mark (as represented below, the “**FAI Logo**”) at least once in every item of printed material or digital application in which the Licensed



Logo Color

The approved primary colors for the FAI Logo are Navy (383e78), Blue (26a4c1), Berry (9a1f5f), Gold (ffb81c), Green (014d00), White.

Logo Size

The appropriate size of the logo should be determined based on design clarity, legibility, and aesthetic appeal. The overall proportions of the logo may not be altered or skewed in any way.

Logo Placement and Spacing

Do not crowd the logo with images, text, or other graphics that might weaken its impact or legibility.

The amount of clear space around the logo should be a minimum of 20% of the logo height.

2. **No Alteration.** Do not alter or distort the FAI Marks in any way. For example, do not:

- change the spelling;
- shorten, abbreviate, or create acronyms from the mark;

- add or remove any punctuation, words, or design elements; or
- split, hyphenate, or combine words.

3. Use Only as Adjective. Always use an FAI Mark only as an adjective, never as a noun or verb, and never in the plural or possessive form (unless the mark itself is in plural or possessive form).

For example:

Correct: Our members enjoy Folk Alliance International conventions.

Incorrect: Our customers enjoy Folk Alliance Internationals.

Incorrect: Our customers enjoy Folk Alliance International's conventions.

4. No Descriptive or Generic Use. Never use the FAI Marks in a way that suggests a common, descriptive, or generic meaning.

Whenever possible, use the generic term for the licensed event following the FAI Mark.

For example:

Correct: Folk Alliance conventions are popular.

Incorrect: Folk Alliance is popular.

5. Trademark Notice. Whenever possible, all advertisements, promotional and marketing materials, and other printed material should include the following notice:

Folk Alliance InternationalSM and associated logo® are (registered) trademarks of Folk Alliance International.

This notice may appear anywhere on the printed material but should generally be set out separate from other text (for example, at the end of a document or bottom of a webpage).

If it is not possible to include this notice, the appropriate trademark notice symbol should appear in superscript or subscript immediately following the Licensed Mark, as follows:

- The registered trademark symbol ® should follow the FAI Logo when it is used to promote the interests of persons and organizations involved in folk music and dance, because it is registered with the United States Patent and Trademark Office (USPTO) for those specific services.
- The SM symbol (for trademarks used to identify services) and TM symbol (for trademarks used to identify products) should follow the FAI Marks other than the Logo as described above.

It is not necessary to use the symbol every time the FAI Mark appears. At a minimum, the symbol should be used at least once in each piece of printed material preferably at the first or most prominent place where the FAI Mark appears.

Contact bpollock@conroybaran.com if you have questions about the registration status of any Licensed Mark FAI Mark or how to mark it.

6. Make Trademarks Stand Out. It is important to distinguish the FAI Marks from surrounding text in printed material to emphasize their brand name significance. Options include presenting the trademark in:

- All capital letters or with only the first letter capitalized.
- A different typeface such as bold.

- Quotation marks.

7. **No Endorsement.** Do not use the Licensed Mark in a manner that implies that any non-Licensors products, services, websites, or publications, are endorsed, sponsored, licensed by, or affiliated with Licensor.

APPENDIX 1
CURRENT REGION BYLAWS

[Region's Bylaws as of the date of this Agreement attached on the following pages]



**BYLAWS
OF
FOLK ALLIANCE REGION WEST (FAR-West)**

**ARTICLE 1
NAME AND PURPOSE**

1.1 Folk Alliance Region West (commonly known as FAR-West) (hereinafter “the Corporation”) is organized under the not-for-profit corporation laws of the State of California and as an educational, charitable, tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954.

1.2 The Corporation is a Regional affiliate of and subscribes to the general purposes of Folk Alliance International (hereinafter “FAI”).

**ARTICLE 2
COMPLIANCE WITH THE INTERNAL REVENUE CODE**

2.1 No part of the Corporation’s assets or net earnings may inure to benefit any individual. This does not preclude the payment of reasonable amounts for goods and services provided to the Corporation.

2.2 The Corporation shall not, as a substantial part of its activities, carry on propaganda or otherwise attempt to influence legislation, except to the extent permitted by Section 501(h) of the Internal Revenue Code (hereinafter “the Code”), nor shall it participate to any extent in any political campaign for or against any candidate for public office.

2.3 It is intended that the Corporation shall be entitled to exemption from federal income tax under Section 501(c)(3) of the Code and shall not be a private Foundation as described in Section 501(a) of the Code.

**ARTICLE 3
PRINCIPAL AND BRANCH OFFICES**

3.1 The principal place of business of the Corporation shall be in California. In addition, the Corporation may maintain other offices either within or without the State of California, as its business requires.

3.2 The location of the registered office of this Corporation is stated in the Articles of Incorporation (hereinafter “the Articles”). Such office shall be continuously maintained for the duration of the Corporation. The Board of Directors may, from time to time, change the address of its registered office by duly adopted resolution and amend the Articles or file the appropriate statement with the Secretary of State.

3.3 The FAR-West Region (hereinafter “the Region”) consists of the States of Alaska, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming, the Northwest and Yukon Territories of Canada, and the Canadian Provinces of Alberta and British Columbia.

ARTICLE 4 MEMBERS

4.1 Members of FAR-West (hereinafter “members”) are defined as members in good standing of FAI who live in or have officially affiliated themselves within the Region.

4.2 Members shall have the opportunity to nominate candidates to the Board of Directors as well as vote in Board of Directors elections.

ARTICLE 5 BOARD OF DIRECTORS

5.1 **Powers.** The Board of Directors (hereinafter “Board”) shall have control of the management of the Corporation and its properties, and shall exercise all or any of its powers.

5.2 Qualifications.

(1) Directors need not be residents of the state of incorporation (California) but must reside within the Region or have affiliated themselves with the Region by filing notice with FAI’s main office.

(2) Directors must be voting members in good standing of FAI. Directors are elected to this position as individuals and are “at large”.

(3) Directors must have an interest in the promotion of the purposes of the Corporation.

5.3 Numbers.

(1) The Board shall be comprised of no less than seven (7) and no more than nineteen (19) Directors.

(2) Any vacancy occurring in the Board may be filled by appointment by a majority of the remaining Board. The new Director appointed to fill the vacancy shall serve for the unexpired term of that Director’s predecessor on the Board.

(3) The Board may be enlarged by appointing a new Director or new Directors at any Board meeting by a simple majority vote of the existing Board.

(4) A Nomination Committee may be appointed by the President of the Board (hereinafter “the President”) to analyze Board needs. The Committee may recommend nominees, determine eligibility, and verify the nominees’ willingness to serve as a Director. Nominees may

also be submitted by members. All nominations shall be sent to the Secretary of the Board (hereinafter “the Secretary”).

5.4 Tenure. Any Director may be re-elected to the Board for an additional three-year term upon the completion of that Director’s term. There is no restriction on the number of times a Director may be re-elected.

5.5 Expiration of terms.

(1) Except as otherwise provided by law, the Articles, or by these Bylaws, Directors shall hold office for three (3) years. Directors’ seats shall be designated by number, which is determined from the year the seat is up for election.

(2) The three-year terms for designated seats began in 2004 and shall cycle each three years thereafter, as follows:

- a. Seats 1-6: first term;
- b. Seats 7-12: second term;
- c. Seats 13-19: third term.

(3) Terms shall expire before the new Board members are officially seated.

5.6 Resignation. Any Director may resign by delivering a letter of resignation to the President or Secretary. Such resignation shall be effective immediately upon receipt, unless the letter contains a specific effective date.

5.7 Removal. A Director may be removed from office with cause by a vote requiring a two-thirds (2/3) majority of the Directors. A Director may be removed for cause only after being given both a reasonable notice period and the opportunity for a hearing before the Board.

5.8 Election Procedures. The following procedures for regular Board elections shall be carried out by the following specified dates:

(1) 95 days prior to seating the Board: The Secretary shall e-mail candidate solicitation letters to all members. Candidate solicitation letters also shall be posted to the FAR-West website (hereinafter “the website”) and pertinent mail lists.

(2) 50 days prior to seating the Board: Candidates shall be contacted by the Secretary in order to ascertain their willingness to serve if elected.

(3) 36 days prior to seating the Board: If candidates are willing to serve, they shall submit to the Secretary their qualifications, skills, and a short "platform" statement. The Secretary shall prepare a slate of candidates for the available positions.

(4) 31 days prior to seating the Board: Voting shall commence. The Secretary shall e-mail literature describing the slate of candidates to all member. The literature also shall be posted on the website. The ballot shall provide space for write-in votes and must contain a means of

reasonably verifying a member's true identity and email address. Ballots may also be sent to members by U.S. mail.

(5) 11 days prior to seating the Board: The election shall be closed to additional voting unless this date falls on a non-business day, in which case the election shall be closed the first business day thereafter. In order to be counted for the election, ballots submitted by members via U.S. mail or other acceptable common carrier shall be completed and signed by the member, and shall be post-marked on or before the day elections are closed, with delivery made to the Secretary. The Secretary and any sitting Nomination Committee shall review and certify the results of the election, and the Secretary shall notify the elected candidates. The elected candidates shall submit to the Secretary an acceptance or rejection of Board service within one (1) week after the election. In case of a tie, the Board shall make the final decision as to which candidate will be seated.

(6) The results shall be announced no later than 11 days after the completion of the election process, and newly-elected Directors shall assume their assigned seats on the Board.

ARTICLE 6 BOARD MEETINGS

6.1 Regular Meetings. Regular meetings of the Board may be held at such times as may be fixed by resolution of the Board.

6.2 Quorum. A simple majority of the Board shall constitute a quorum for transaction of business.

6.3 Telephone Conference Meetings. The Directors or the committee members of any Board-sanctioned committee may participate in a meeting of the Directors or such committee by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can simultaneously hear one another. Participation by such means shall constitute an in-person meeting.

6.4 Notices. Notice of any special meeting of the Directors shall be given to each Director by the Secretary via one of the following:

(1) by U.S. mail to the Director at least four days before the meeting, postage prepaid, and addressed to the Director at the address registered on the books or organization;

(2) by hand delivery of such notice to the Director's hand;

(3) by telephonic fax to the Director at least forty-eight (48) hours prior to the meeting;

(4) by personal or telephonic contact with the Director at least forty-eight (48) hours prior to the meeting; or

(5) by e-mail contact with the Director at least forty-eight (48) hours prior to the meeting.

6.5 Special Meetings. Special meetings of Directors may be called by the President, the Secretary, or any two Directors. Special meetings shall be held at the place designated in a notice or a telephone call thereof.

6.6 Action at Meeting. At any meeting of the Directors at which a quorum is present, the action of the Directors on any matter brought before the meeting shall be decided by a vote of the majority of those present, unless a different vote is required by law, The Articles, or these Bylaws.

6.7 Action by Written Consent. Any action by the Directors may be taken without meeting if a written or email consent thereto is signed by a majority of all the Directors then in office and filed by the Secretary with the records of the Directors' meetings. Such consent shall be treated as a vote of the Directors for all purposes. Action by written consent may also be effected by a majority decision made via e-mail and recorded by the Secretary.

ARTICLE 7 OFFICERS

7.1 Enumeration. The officers of the Corporation (hereinafter "officers") shall be a President, a Vice President, a Secretary, and a Treasurer, as follows:

(1) **President.** In addition to any duties set forth in other sections of the Bylaws, the President, when present, shall preside at all meetings of the Directors. The President shall be the chief executive officer of the Corporation except as the Board may otherwise provide. It shall be the President's duty, and it shall be within the powers of the President, to see that all orders and resolutions of the Directors are carried into effect. The President shall, from time to time, report to the Directors all matters within the President's knowledge which in the interests of the Corporation may be required to be brought to the Board's notice. The President shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

(2) **Vice President.** In addition to any duties set forth in other sections of the Bylaws, the Vice President shall have the powers and perform the duties of the President in the absence of the President. The Vice President shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

(3) **Secretary.** In addition to any duties set forth in other sections of the Bylaws, the Secretary shall keep records of all the votes and proceedings of the meetings of the Board. The Secretary shall be responsible for the notification of the Directors of all special meetings and notices. The Secretary shall prepare, in conjunction with the President, the agenda for all regular and special meetings of the Board. The Secretary shall maintain current records of changes in the Articles and Bylaws. The Secretary shall be responsible for maintenance of all current addresses and phone numbers of the Directors. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

(4) **Treasurer.** In addition to any duties set forth in other sections of the Bylaws, the Treasurer shall have general charge of the financial affairs of the Corporation and shall cause accurate books to be kept of all accounts. The Treasurer shall have custody of all the funds,

securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall render to the President and to the Directors such statements of the Treasurer's transactions and accounts as the President and Directors respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional as the foregoing as the Directors may designate.

7.2 Election, Tenure, and Vacancies.

(1) The regular election of officers shall be conducted after the new Board is seated. Each officer shall be nominated by the Directors from the pool of Directors currently serving on the Board, and shall be elected by a majority of the Board.

(2) The Board may appoint or elect other officers as may from time to time be determined by the Directors.

(3) The Board shall from time to time define the powers and duties of the officers.

(4) Directors shall not hold more than one officer position at a time.

(5) Officers shall hold office for one (1) year. At the completion of an officer's term, the Board may re-elect the officer to an additional term. There is no restriction on the number of times an officer may be re-elected.

(6) The Board may fill an officer vacancy at any regular or special meeting. The Director elected to a vacant officer position shall serve the remainder of the term of the vacant office.

7.3 The Executive Committee

The Executive Committee will act for the Board of Directors in the day-to-day management of this corporation with full Board authority requiring immediate attention in the absence of the Board between Board meetings, where legally permissible. The Executive Committee cannot modify any actions taken by the Board. The full Board should approve Executive Committee actions at the next quarterly Board meeting, or reverse those decisions not validated. The Executive Committee will consist of the four officers of the Board of Directors.

ARTICLE 8 OPERATIONS

8.1 Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 of each calendar year.

8.2 Execution of Documents. Drafts, promissory notes, orders for the payment of money, check drafts against the main Corporation checking account, and other evidences of indebtedness of the Corporation shall be signed by an elected and authorized officer of the Corporation (namely the President, the Vice President, or the Treasurer) upon a duly approved motion of the Board, except as is otherwise provided by law.

8.3 Committees. The Directors, by vote of a majority of the Directors then in office, may elect from their number other committees and may, by like vote, delegate thereto some or all of their powers except those which by law, the Articles, or these Bylaws they are prohibited from delegating. The Directors shall have the power to fill vacancies or change the membership of, or disband, any such committee.

8.4 Employees. The Board may hire employees of the Corporation at its discretion.

8.5 Books and Records. The Corporation shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of its membership meetings, Board meetings, and Directorial committee meetings. The Corporation shall keep at its registered office the Bylaws, including amendments, certified by the Secretary.

8.6 Inspection of Books and Records. All books and records of the Corporation may be inspected by any member, or by any member's agent or attorney, for any proper purpose at any reasonable time upon written demand to the Corporation stating such purpose.

8.7 Nonprofit Operations. The Corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income of the Corporation shall be distributed to its members, Directors, or officers. However, the Corporation may pay compensation in a reasonable amount to members, Directors, or officers for services rendered, at the discretion of the Board.

8.8 Loans to Management. The Corporation shall make no loans to any of its Directors or officers.

8.9 Written Reports. Each year the Executive Committee shall present a written report to the members. The President shall give a "State of the Corporation" report on major accomplishments for the previous year, and an outlook of issues and programs for the new year. The Treasurer shall report a statement of income and expenditures for the previous fiscal year, and a budget for the new year. The Secretary shall give statistical and demographic information regarding membership and member services during the past year, along with targets for the new year.

ARTICLE 9 AMENDMENTS

9.1 Procedures. These Bylaws may be altered, amended, or repealed by a two-thirds (2/3) majority vote of the ballots cast by members. Twenty-five (25) voting members or a majority vote of the Board may propose alteration, amendment, or repeal of these Bylaws. All proposed changes to these Bylaws must be submitted to FAI for approval.

ARTICLE 10 DIRECTOR AND OFFICER LIABILITY

10.1 Indemnification of Directors.

(1) In accordance with and to the fullest extent permitted by law, all Directors shall be immune from suit relating to their actions while serving the Corporation in any of those capacities.

(2) Directors shall discharge their duties in compliance with standards of the law.

(3) A Director shall discharge all duties as a Director, including duties as a member of a Directorial committee, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director reasonably believes to be in the best interests of the Corporation.

(4) Directors shall be indemnified to the fullest extent permitted under the law, and the Corporation agrees that when a determination must be made by any of its governing bodies in order to permit indemnification, such a determination will be undertaken promptly so as to permit the fullest and most timely advance of expenses and indemnification where either is available.

10.2 Indemnification of Officers. All officers of the Corporation shall be indemnified to the fullest extent permitted under the law, and the Corporation agrees that when a determination must be made by any of its governing bodies in order to permit indemnification, such a determination will be undertaken promptly so as to permit the fullest and most timely advance of expenses and indemnification where either is available.

10.3 Insurance. The Corporation shall, at its own cost, obtain what is generally referred to as Directors and officers insurance to cover all Directors, officers, and employees of the Corporation, the premium for which shall not exceed an amount set annually by the Board in its approved budget for the coming year, and the coverage and deductible for which shall be the best available at that price from a reputable insurance company.

10.4 Effect of Amendment. Any change in the scope of permissible standards of care, indemnification, advancement for indemnification or insurance shall work a change in these Bylaws, but only prospectively. Likewise, any change in these Bylaws shall be effective no sooner than the date the change is voted upon and passed in conformity with these Bylaws, and shall not affect the Corporation's responsibility for indemnifying or advancing funds for actions taken before that date.

ARTICLE 11 DISSOLUTION

11.1 Upon dissolution, the assets of the Corporation shall be distributed to FAI or, in the event that FAI is no longer operational at the time of the dissolution of the Corporation, to another non-profit organization that is tax-exempt under Sections 501(c)(3) of the Code, the selection of which shall be determined at the discretion of the Board of the Corporation prior to dissolution.