

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

By: 

Name: Ashley Shabankareh

Title: President, FAI Board

Southeast Regional Folk (Region)

By: 

Name: Lucy Isabel Fortune-Cabrera

Title: President, SERFA

EXHIBIT A
TERRITORY

Date: June 26,

Description of Territory: Alabama, Arkansas, Florida, Georgia, Kentucky,
North Carolina, South Carolina, Tennessee, Virginia, and

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

Southeast Regional Folk (Region)

By: 

Name: Lucy Isabel Fortune-Cabrera

Title: President, SERFA

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]

Amended and Restated
BY-LAWS
of Southeast Regional Folk Alliance
(Hereinafter “SERFA” or “the corporation”)

MISSION

The Southeast Regional Folk Alliance (“SERFA”) exists to preserve, promote, develop and celebrate the diverse heritage and ongoing creation of roots and indigenous music, dance, spoken word and related arts of the Southeastern United States.

Additionally, SERFA will

1. Serve the purposes of the Folk Alliance International (hereinafter “FAI”);
2. Hold a regional conference in the South East annually, as well as other events;
3. Provide a method to represent the interests of its members to the parent Folk Alliance International;
4. Carry out such other projects as are of benefit to FAI members in the Southeast and are supported by them.

ARTICLE I
Members

Section 1. Membership. Membership in SERFA is open to all organizations and individuals who subscribe to and further the purposes of SERFA as set forth in the Mission statement above, who are members in good standing of FAI and who are residents of the states of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, and West Virginia or who have stated their regional affiliation with FAI as the Southeast region. All members are entitled to full voting rights in SERFA.

Section 2. Annual Meeting. The annual meeting of the members shall be held in conjunction with the Annual Regional Conference. Announcement of the Annual Regional Conference shall constitute announcement of the annual meeting. At the annual meeting the Board will report on the financial status of the organization and other issues they deem appropriate.

Section 3. Rights of members. Members may:

1. Ratify the by-laws (new and revised);
2. Ratify the slate of Directors;
3. Nominate additional candidates;
4. Initiate by-law changes;
5. Recall Directors with or without cause.

ARTICLE II
Directors

Section 1. Powers. The Board of Directors shall have the entire charge, control and management of the corporation and its property and may exercise all or any of the corporation’s powers.

Section 2. Fiduciary Responsibility. The Board of Directors shall be the fiduciary agent for the revenues generated at the SERFA Conference and any other sanctioned activities in the region. As such, it exercises sole discretion over the use of funds and their allocation. It is also responsible for IRS filings and other necessary financial reporting required to maintain the 501(c)(3) status of the organization.

Section 3. Nomination and Election. The Board will serve as the nomination committee or may appoint an outside nominating committee of members in good standing headed by a member of the Board. When preparing the slate, nominees representing states in the Folk Alliance International's Southeast region should be sought as well as nominees from the SERFA states with expertise in the finance, music law, marketing, fundraising and other areas of benefit to SERFA.

The list of nominees no less than equal to the list of openings, and accepted by the Board, shall be sent to the membership no later than 90 days ahead of the annual conference. This announcement may be included with or as part of the SERFA annual conference, e-mailed, or printed in or mailed with the FAI newsletter. Additional nominees may be submitted by the membership upon letter(s) of support from at least ten (10) members in good standing received no later than 60 days ahead of the annual regional conference. Otherwise a mail or electronic ballot will be distributed by 30 days prior to the annual regional conference with the results to be announced at the conference.

Section 4. Number and Terms of Directors. Except as otherwise provided by these By-Laws or in the Articles of Incorporation, the number of Directors shall be as few as five and as many as nine with any amendment of that number to be voted on by the members at the annual meeting.

Directors elected by the SERFA membership will be elected to serve a three-year term. Directors may serve up to two consecutive terms and can be considered for re-election to the Board of Directors after they have stepped down for one full year. The Board of Directors should be composed of individuals serving in three-year classes with equal numbers in each class. Initially one-third of the Directors will be elected for a one-year term, one-third for a two year term and one-third for a full-three year term.

Section 5. Vacancies. Any vacancy existing in the Board of Directors may be filled by appointment by the Board of Directors at any meeting. Any director so appointed shall serve out the term vacated. A director so appointed to fill the term of an elected director shall be deemed "elected" for the remainder of that term for purposes so identified in these by-laws.

Section 6. Resignation. Any Director may resign by delivering her or his written resignation to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 7. Removal. A Director may be removed from office (a) with or without cause by vote of a majority of the members; (b) for cause at the discretion of the President, after consultation with the other Directors then in office; or (c) for missing two or more scheduled meetings of the Board of Directors without explanation or cause. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him or her.

Section 8. Ex-officio Directors. The immediate past president of the Board of Directors may remain on the Board as an ex-officio non-voting member, if all of his/her possible terms as a Director have been served. The immediate past president may hold an ex-officio position until she or he is succeeded by the most immediate past president.

Section 9. Annual Meeting. Immediately after each annual meeting of members, or the special meeting held in lieu thereof, and at the place thereof, there shall be a meeting of the Directors held without notice.

Section 10. Regular Meetings. Regular meetings of the Directors may be held at such times and places as shall from time to time be fixed by resolution of the Directors and no notice need be given of regular meetings held at times and places so fixed.

Section 11. Special Meetings. Special meetings of the Directors may be called by the President or by any two Directors, and shall be held at the place designated in the notice or call thereof.

Section 12. Notices. Notices of any special meeting of the Board of Directors shall be given to each director by the President (a) by mailing a written notice of such meeting at least four days before the meeting or (b) by delivering such notice by hand or by fax at least forty-eight hours before the meeting or (c) by giving notice to such member in person or by telephone at least forty-eight hours in advance of the meeting. Notice of a special meeting of the Directors may also be given by electronic mail ("e-mail"), provided that notice shall not be considered received by a member unless and until the member acknowledges by return e-mail receipt of the e-mail purporting to give notice of the special meeting.

Section 13. Quorum. At any meeting of the Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

Section 14. 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 vote of a majority of those present, unless a different vote is required by law, the Articles of Organization, or these By-Laws.

Section 15. Action by Written Consent. Any action by the Directors may be taken without a meeting if a written consent thereto is signed by all Directors and filed with the records of the Directors' meetings. Such consent shall be treated as a vote of the Directors for all purposes.

Section 16. Telephone Conference Meetings. The Directors may meet by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

ARTICLE III Officers

Section 1. Enumeration. The officers of the corporation shall be a President, a Treasurer, a Secretary, and such Vice Presidents, Assistant Treasurers, Assistant Secretaries, and other officers as may from time to time be determined by the Directors.

Section 2. Election and Vacancies. The President, Treasurer and Secretary shall be elected annually by the Directors at their first meeting following the annual meeting of members, or the special meeting held in lieu thereof. Other officers may be chosen by the Directors at such meeting or at any other meeting. Any vacancy at any time existing in any office may be filled by the Directors at any meeting and such successor in office shall hold office for the unexpired term of his or her predecessor.

Section 3. Qualification. The President, Secretary and Treasurer must be members of the Board of Directors. All officers must be members of SERFA. Any two or more offices may be held by the same person. The Secretary shall be the officially designated agent appointed for the purpose of service of process.

Section 4. Tenure. Except as otherwise provided by law, by the Articles of Incorporation or by these By-Laws, each of the President, Treasurer and Secretary shall hold office until the first meeting of the Directors following the next annual meeting of members, or the special meeting held in lieu thereof, and thereafter until his/her successor is chosen and qualified. Other officers shall hold office until the first meeting of the Directors following the next annual meeting of members, or the special meeting held in lieu thereof unless a shorter term is specified in the vote choosing or appointing them.

Section 5. Resignation. Any officer may resign by delivering her or his written resignation to the corporation at its principal office or to the President or Secretary, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6. Removal. The Directors may remove any officer appointed by the Directors by a vote of a majority of the entire number of Directors then in office, provided that the officer is given reasonable notice and opportunity to be heard by the Directors prior to his or her removal.

Section 7. President. The Board of Directors will elect a President to serve a one-year term and he or she may be re-elected to serve one additional consecutive term. The President shall be offered the opportunity to serve as the Immediate Past President for one year after his or her term(s) expires or until his or her successor takes office.

The President when present shall preside at all meetings of the members and of the Directors. She or he shall be the chief executive officer of the corporation except as the Directors may otherwise provide. It shall be her or his duty and she or he shall have the power to see that all orders and resolutions of the Directors are carried into effect. She or he shall from time to time report to the Directors all matters within her or his knowledge that the interests of the corporation may require to be brought to its notice.

The President shall perform such duties and have such powers additional to the foregoing, as the Directors shall designate. In addition, the President is responsible to the parent FAI for the conduct of SERFA and serves as the main contact for business transacted between the parent organization and SERFA. The President is responsible for communication with the parent FAI.

Section 8. Vice Presidents. In the absence or disability of the President, his/her powers and duties shall be performed by the Vice President, if only one, or, if more than one, by the one designated for the purpose by the Directors. Each Vice President shall have such other powers and perform such other duties as the Directors shall from time to time designate. The Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President, and any other title selected by the Directors.

Section 9. Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of accounts. She or he shall have custody of all funds, securities, and valuable documents of the corporation, except as the Directors may otherwise provide. She or he shall promptly render to the President and to the Directors such statements of her or his transactions and accounts as the President and Directors respectively may from time to time require. The Treasurer is responsible for timely reporting of SERFA financial information to the parent FAI and the furnishing of annual financial records pursuant to the maintenance of SERFA's status as a participant in FAI's Group Exemption Program. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 10. Assistant Treasurers. In the absence or disability of the Treasurer, his/her powers may be performed by the Assistant Treasurer, if the Directors have chosen to assign one, or, if there is more than one by the one designated for the purpose by the Directors. Each Assistant Treasurer shall have such other powers and perform such other duties, as the Directors shall from time to time designate.

Section 11. Secretary. The Secretary shall record in books kept for the purpose all votes and proceedings of the members and of the Directors at their meetings. The Secretary shall perform such duties and have such powers additional to the foregoing, as the Directors shall designate.

ARTICLE IV

Committees

Section 1. Establishment and Discontinuance. The Board of Directors may establish and/or discontinue any committee, define its powers and duties, and determine its membership.

Section 2. Composition. Committees, except where designated otherwise, shall consist of two (2) or more persons who may or may not be members of the Board of Directors, except that all committee chairpersons shall be directors.

Section 3. Powers. All committees, except the Executive Committee, serve in an advisory capacity to the Board and are powerless to take any action or release any information unless specifically authorized in advance by vote of the Board of Directors. An affirmative vote by a simple majority of committee members present is sufficient to pass a motion.

Section 4. Executive Committee. The Executive Committee shall be composed, at a minimum, of the President, Secretary and Treasurer. The Executive Committee shall have the power to act for the Board on all matters delegated to it by the Board and on those items of corporate business that cannot acceptably await the next board meeting. The Executive Committee shall be responsible to the board at all times and shall report any actions to the Board at its next meeting.

The Executive committee shall meet upon call of the President or upon written request of two members. A quorum of the Executive Committee shall be 3 members. So far as applicable, the conduct of meetings of the Board shall govern meetings of the Executive committee.

Section 5. Finance Committee. The Treasurer is chair of the Finance Committee, which shall include a minimum of two other members. The Finance Committee is responsible for developing and reviewing fiscal procedures, a fundraising plan, and an annual budget. The Board of Directors must approve the budget and all expenditures must be within the budget. The Board or the Executive Committee must approve any major change in the budget. Annual reports are required to be submitted to the Board showing income, expenditures, pending income and pending expenditures.

Section 6. Additional Committees. The Board, by resolution adopted by a majority of the Board of Directors, may designate other committees (such as Nominating, Marketing and Development, Conference and Special Events committees) as it deems necessary from time to time. Such committees shall consist of two (2) or more persons who may or may not be directors, except that all committee chairpersons shall be directors. The purposes and responsibilities of any designated committees will be determined by the Board of Directors. So far as applicable, the conduct of meetings of the Board shall govern meetings of the committees.

ARTICLE V Inspection of Records

Books, accounts, documents and records of the corporation shall be open to inspection by any Director upon application to the Secretary or Treasurer and subsequent appointment at a mutually agreeable time and place.

The original, or attested copies, of the Articles of Incorporation, By-Laws and records of all meetings of the Board of Directors and members, and membership records which shall contain the names of all members and their record addresses, shall be kept at the principal office of the corporation, or at an office of the Secretary or the resident agent, if any, of the corporation. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for inspection by the FAI headquarters staff or any member for any proper purpose but not to secure a list of members or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a member, relative to the affairs of the corporation.

Membership records required to be maintained by the Secretary of the organization shall be limited to records of attendance at SERFA conferences (including non-members). The total active membership list is expected to be maintained by the parent FAI organization by its headquarters staff, pursuant to the definition of members in Article 1, Section 1.

ARTICLE VI Checks, Notes, Drafts and Other Instruments

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the corporation may be signed by the Treasurer or the President. Other signers may be authorized by the Directors if deemed necessary. No officer or person shall sign any such instrument as aforesaid unless authorized by the Directors to do so.

ARTICLE VII Fiscal Year

The fiscal year of the corporation shall be the calendar year beginning January 1 and ending December 31.

ARTICLE VIII Amendments

These By-Laws may at any time be amended by vote of the members by a simple majority of votes returned in a mail or electronic mail ballot. Notice of by-law revision ballot may be through special mailing or electronic mail notice to all members or via a notice in the FAI newsletter. The notice of the substance of the proposed amendment must be stated in the ballot notice. Proposed by-law amendments may originate with the Board or from the membership upon letter to the Board supported by ten (10) or more members.

ARTICLE IX
Compliance with Internal Revenue Code

Section 1. No part of the organization's assets or net earnings may inure to the benefit of any individual. This does not preclude the payment of reasonable amounts for goods or services provided to the organization.

Section 2. Upon dissolution, the assets of the organization shall be distributed to Folk Alliance International or to another nonprofit organization that is exempt under section 501(c)3 of the Internal Revenue Code.

Section 3. The organization 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, nor shall it participate to any extent in any political campaign for or against any candidate for public office.

Section 4. It is intended that the organization shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code and shall not be a private foundation as described in section 501(a) of the Code.

Section 5. The organization subscribes to the general purposes of the Folk Alliance International.

ARTICLE X
Interested Directors and Officers

The Directors shall receive no compensation but may be reimbursed for reasonable expenses incurred on behalf of SERFA. No contract or transaction between the corporation and one or more of its Directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial or other interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or her votes are counted for such purpose, nor shall any Director or officer be under any liability to the corporation on account of any such contract or transaction if:

(1) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee authorized the contract or transaction by the affirmative votes of a majority of the Directors; or

(2) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the Board of Directors or a committee thereof.

Common or interested Directors may not be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction, and their votes may not be counted for the purpose of a vote by the Directors approving such contract or transaction.

ARTICLE XI

Indemnification

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director, officer, employee or other agent of the corporation, or at its request as a Director, officer, employee or other agent of any organization, or at its request in any capacity with respect to any employee benefit plan, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan); provided, however, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification therefore shall be approved:

- (i) by a majority vote of a quorum consisting of disinterested Directors;
- (ii) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors;
- (iii) if there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by special independent legal counsel appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the person to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan); or
- (iv) by a court of competent jurisdiction.

If authorized in the manner specified above for compromise payments, expenses including counsel fees, reasonably incurred by any such person in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of (a) an affidavit of such individual of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article, and (b) an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized by law or under this Article, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

If both the corporation and any person to be indemnified are parties to an action, suit or proceeding (other than an action or suit by or in the right of the corporation to procure a judgment in its favor), counsel representing the corporation therein may also represent such indemnified person (unless such dual representation would involve such counsel in a conflict of interest in violation of applicable principles of professional ethics), and the corporation shall pay all fees and expenses of such counsel incurred during the period of dual representation other than those, if any, as would not have been incurred if counsel were representing only the corporation; and any allocation made in good faith by such counsel of fees and disbursements payable under this paragraph by the corporation versus fees and disbursements

payable by any such indemnified person shall be final and binding upon the corporation and such indemnified person.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such indemnified person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than the persons designated in this Article may be entitled by contract, by vote of the Board of Directors, or otherwise under law.

As used in this Article the terms "person," "Director," "officer", employee," and "agent" include their respective heirs, executors and administrators, and an "interested" Director or officer is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

If any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be held valid and be enforced to the fullest extent permitted by law.

May 19, 2018