WEB SITE HOSTING AGREEMENT

THIS AGREEMENT is made between the American Society of Safety Engineers ("ASSE") of the ASSE Chapter named on the signature page of this Agreement ("Chapter")

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Charges/Cost

• ASSE Website Hosting service only (no Maintenance) is $30 per month
• Hosting and Maintenance is $35 per month
• Set-up fee to launch a new Chapter website is $75
• Space on the ASSE server is limited to 1 Gigabyte per Chapter website
• 10 email addresses are included
• Website templates and content management system
• Chapter.asse.org subdomain
• Commercial email account
• Commercial online survey account
• Training to use included tools

Maintenance shall be defined as changing or converting computer files equivalent in size to one (1) 500-word text file into HTML format, within a period of 5 business days. Chapter agrees that maintenance requests must be submitted to ASSE electronically, with any supporting computer files attached in their final and complete form, ready for use and conversion to HTML by ASSE Staff. Chapter agrees to submit all subsequent changes, edits or alterations to Chapter website materials to ASSE in electronic format - without exception.

Regarding Domain Name Registration, any chapter who chooses to forego an ASSE subdomain name and purchase their own domain name are responsible for all associated maintenance and fees with the domain registrar.

All content remains the property of the Chapter. Additional services may be purchased at additional cost from ASSE, upon written instruction by Chapter representative.
**Billing**
For service orders not paid in full, billing will occur every month from the date of the establishment of the account with ASSE. Unless proper 60 day notification is received, ASSE will bill Chapter every year until termination of contract.

All invoices for hosting services are payable within 30 days. Finance charges at the rate of 1.5% per month with a minimum charge of $2.00 per month will be added to all amounts over 45 days. All legal costs towards recovery of amounts due for services including attorney fees and collection charges will be paid by Chapter.

Chapter has the right to prepay account to receive any currently offered pre-payment discount, at any time. Discount will begin at the time of pre-payment. Pre-payments are not refundable.

**Marketing**
ASSE agrees to provide a link to Chapter home page from ASSE website. ASSE may use the Chapter name and/or Chapter Uniform Resource Locator (URL, commonly known as the “website address”) for the purposes of marketing.

Chapter agrees to provide a link to ASSE home page from Chapter home page. Link should be in the form: “American Society of Safety Engineers” and should appear on the Chapter home page. ASSE reserves the right to provide links related to ASSE events, products or services on the Chapter website.

**Hosting Service**
Hosting services for purposes of this contract refer to rental of disk space on ASSE Internet server.

ASSE agrees that an attempt will be made to make the Chapter hosting Internet server available at all times. Chapter understands, however, that Internet server may be unavailable periodically for the purposes of maintenance and upgrades.

Chapter further understands that periodic service outages may occur with ASSE’s Internet provider. Chapter agrees to accept server unavailability as acceptable and holds ASSE harmless of all losses arising as a result.

**Acceptable Use**
ASSE Website Hosting services may only be used for lawful purposes.
Transmission or solicitation of any material which violates United States Federal, State, or other laws which may apply in this jurisdiction or your local area, is prohibited. This includes material which is obscene, threatening, harassing, libelous, or in any way a violation of intellectual property laws. Chapter agrees that any material which would commonly be considered "indecent" or "appealing to the prurient interest", also commonly referred to as "adult" material, is strictly prohibited.

Images submitted for use on the website must be works the chapter owns or has the right to license, and it does not violate or infringe upon any copyright, trademark, patent, statutory or common law, or proprietary rights of any third party. By submitting an image, the chapter grants ASSE and its chapters and regions the right to use, publish, reproduce, reprint, and/or distribute the image, in any format, through any media, in print or electronically (including the Internet). ASSE agrees and understands that the chapter or owner will retain ownership rights to the image as applicable and that the chapter understands and agrees that it will receive no fees, compensation or royalties from ASSE for the use of the image as provided herein.

ASSE further prohibits the transmission of unsolicited e-mail, commonly referred to as “SPAM”. Chapter mailing lists are for “opt-in” purposes only. Chapter agrees that each address on a mailing list must result from a request to be on such list. ASSE database information commonly available through ASSE Roster Reports shall be considered as approved membership data for use on Chapter website, through a password-protected area of Chapter website.

Chapter agrees to abide by the ASSE website terms of use (http://www.asse.org/service/terms/), specifically as it pertains to website content policy and online advertising. ASSE reserves the right to accept or decline advertising materials to be placed on Chapter website.

Chapter agrees to use ASSE Web Hosting Service account in a way that conforms with all applicable laws and regulations. Chapter specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks contained either within or outside of ASSE network and website servers.

**Liability**
Chapter agrees that ASSE shall have no liability for the services, data or information made available the public, including any liability for any consequential, indirect, special or incidental damages regardless of the success or effectiveness of other remedies.

Chapter agrees to indemnify, defend and hold harmless ASSE in any legal action,
which arises as a result of Chapter use of ASSE services or Chapter's performance or breach of this Agreement, without limitation or exception. The terms of this provision shall survive the termination or expiration of this Agreement.

Chapter agrees that ASSE has the right and responsibility to fully cooperate in any legal investigation regarding any aspect of ASSE Web Hosting Services, including services sold to Chapter.

**Security**
Chapter understands that the Internet and other various networking communication mediums are not secure, and may be subject to interception or loss. ASSE makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the ASSE web server network.

**Term and Termination**
This Agreement shall commence upon the effective date and continue terminated as provided herein.

1. Either party may terminate this Agreement on 60 days advance written notice without cause.

2. In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following at least thirty (30) days written notice to the defaulting party.

3. Either party is bankrupt or insolvent, or bankruptcy or solvency. proceedings are instituted against a party and the proceeding is not dis missed within thirty (30) days after commencement.

**Notices**
All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when mailed by certified or registered mail, postage prepaid, or by commercial overnight delivery service addressed as follows.

If to Chapter to the address shown on the signature page of this Agreement

If to ASSE to:
Micah D'Orazio
520 N. Northwest Highway
Park Ridge, Illinois 60068

Or to such other address as identified by a party to the other in writing.
No Waiver
The failure of a party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.

Entire Agreement
This Agreement constitutes the entire agreement between parties as to the subject matter hereof and supersedes all prior understandings or agreements whether oral or written. This Agreement may be modified only by written instrument signed by the parties hereto.

Assignment
Chapter shall not assign its rights or responsibilities under this Agreement without the prior written consent of ASSE.

Successors
This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

Severability
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Governing Law
The terms of this Agreement shall be construed and enforced under the laws of the State of Illinois.

Headings
The headings used in this Agreement are for convenience only and are not to be used in construction or interpretation.
Chapter Website Hosting Agreement

IN WITNESS WHEREOF, each of the parties has executed this agreement as of the date written below.

American Society of Safety Engineers
By:
Name: 
Date:

American Society of Safety Engineers Chapter Representatives
Chapter Name: 
By: 
Name: 
Date:

________________________________________
Chapter President on Behalf of Chapter
(initial)

________________________________________
Chapter Executive Committee on Behalf of Chapter Board of Directors
(initial)

Start Date: 

Address of Chapter: ________________________________