



**canstruction®**

## **Canstruction® Charter Agreement**

The document to follow is the basic agreement between the individual city competition and the national organization. It forms the basis of all competitions.

Every organization that comes together in a city to produce the event must have a representative read and sign this document.

All committee members should be given a copy of the Charter Agreement. Individual committee members may be responsible for various aspects of the competition which must be done in conformance with the terms of the Charter Agreement. Please have each committee member read the Charter Agreement and initial it so that you are confident everyone understands the basic regulations governing the competition.



## Canstruction® Charter Agreement Fiscal Year July 1, 2010 – June 30, 2011

This agreement is between Canstruction®, Inc., a 501(c)3 non-profit, tax exempt foundation of the Society for Design Administration, hereinafter referred to as the “Central Organization” on the one part, and on the other part the Sponsoring Organization for the local event, and the Co-Sponsoring Organization (if applicable) for the local event on the other part, the Sponsoring Organization and the Co-Sponsoring Organization for the local event individually and collectively referred to herein as the “Local Event”.

Canstruction® is a trademarked charity event of the design and construction industry produced by the Central Organization under the auspices of the Society for Design Administration (SDA). A “Canstruction® Charity Event” is a design/build competition and/or exhibition to benefit hunger relief organizations, the competition and/or exhibition involving persons or teams building structures entirely of cans of food, the cans of food being donated to one or more hunger relief organizations after the event (hereinafter its “Charity Events”, also its “Trade Dress”). No person or organization may produce a Canstruction® without the express permission of the Central Organization.

The Central Organization is the owner of the name and service mark CANSTRUCTION along with a number of additional service marks, some of which include the term “CAN” or a formative word or phrase using the term “CAN” or a variation of the term “CAN”, for example, including but not limited to “ONE CAN”, “ONE CAN MAKE A DIFFERENCE”, “CANSTRUCT A WORLD WITHOUT HUNGER”, etc. (hereinafter referred to as the Central Organization’s “Marks”).

**1. Term.** This agreement will be binding for each fiscal year July 1<sup>st</sup> through June 30<sup>th</sup> until such time as it may be modified by the Central Organization; the local sponsoring groups change or are modified; the Local Event ceases to produce a Canstruction®; and/or the Central Organization ceases to exist.

**2. Grant.** (a) The Central Organization agrees to grant the Local Event a revocable, nontransferable, nonexclusive right and license to jointly organize, promote and hold Canstruction® Charity Events and to use the Central Organization’s name and Marks and to reproduce, distribute, and display the Central Organization’s promotional materials including photographs and videography of prior Charity Events and/or structures created therefore (hereinafter the Central Organizations “Materials”), including the Central Organization’s graphics package and to create derivative works from the Central Organization’s Materials in connection only with a Canstruction® Charity Event subject to the terms and conditions herein for the Term of this Agreement. The Local Event shall have no right to use the Central Organization’s name

and Marks or to reproduce, distribute, or display the Central Organization's Materials or to create derivative works from the Central Organization's Materials for any purpose other than for a joint Canstruction® Charity Event. The Local Event shall have no right to grant sublicenses or to permit or authorize any other person or entity to organize, promote or hold a Canstruction® Charity Event, unless consented to in advance in writing by the Central Organization. The right and license set forth in this Agreement shall be nonexclusive as against the Central Organization as well as all third party licensees of the Central Organization (sometimes referred to as a "Local Event" or a "Local Organization").

(b) **This agreement DOES NOT grant the Local Event a U.S. IRS Tax Exemption as a 501(c)(3) charitable organization.** Local Events not affiliated with any other group organized under IRS not-for-profit tax code should consult with the IRS regarding rules and regulations governing persons attempting to organize a charitable event or ask that all local monetary contributions be given as public relations or marketing expenses of the contributor. The Central Organization makes no promises and pledges as to results, with regards to the success of the Local Event's Canstruction® or public relations campaign.

3. Fees. The Local Event hereby agrees to a \$350 fee to register as an official organizer of a Canstruction® Charity Event which includes the first year participation fee; thereafter the annual participation fee is \$250. The \$350 initial registration fee or \$250 annual participation fee is payable upon execution of this Agreement. The Central Organization's graphics package and all other materials underwritten by the Central Organization for the organization and promotion of a Canstruction® Charity Event will be shipped ONLY upon receipt of the \$350 registration fee and executed Canstruction Charter Agreement. Materials including award statues shipped by the Central Organization to a Local Event located outside of the U.S. will be charged shipping and handling fees to be paid prior to shipment. **Checks should be made payable to Canstruction®, Inc. and mailed to Canstruction, Inc., 3340 Peachtree Road NE, Suite 840, Atlanta, GA 30326.**

4. Event Schedule. The Central Organization's fiscal year dates from July 1<sup>st</sup> to June 30<sup>th</sup>. Winners from all local events held between July 1<sup>st</sup> and April 30<sup>th</sup> will go on to participate in the International Canstruction® Competition which takes place each spring during the annual national conventions of the SDA and/or AIA. Any events occurring in May or June must report pounds of food donated and monetary contributions that went to the food bank in that fiscal year to the Central Organization, but local winners will be judged in the following year's International Competition.

5. Obligations of the Local Event. (a) The Local Event hereby agrees that the official name of a Canstruction® Charity Event will be "**Canstruction®**" with the ® symbol in superscript at the end. The official Canstruction logo, stationary and other graphics will be provided to the Local Event on CD or other electronic media.

(b) The Local Event hereby agrees that all press releases, programs, invitations and any other written promotional materials created by the Local Event for a Canstruction® Charity Event will state that the event is being done "under the auspices of the Society for Design Administration."

(c) The Local Event hereby agrees that the official slogan for a Canstruction® Charity Event will be "One Can<sup>TM</sup>." The slogan along with its accompanying graphic art are to be used on marketing materials such as t-shirts, coffee cups, take-home bags, press kits, advertising panels, etc.

(d) The Local Event hereby agrees to use Canstruction® official stationary, brochures, videos, promotional materials, graphics, award statues, winners' ribbons, posters, and any other graphic materials created for national use by the Central Organization.

(e) The Local Event agrees to submit to the Central Organization all graphic designs to be used locally for review and approval by the Central Organization prior to any use by the Local Event. No such designs shall be used without written permission from the Central Organization.

(f) The Local Event hereby agrees to comply with the Central Organization's rules and regulations governing Canstruction® Charity Events if the local winners are to proceed to the International Competition. The rules and regulations are posted on the Central Organization's website at [www.canstruction.org](http://www.canstruction.org) ("Site") Members Only page. Rules and regulations will be reviewed and discussed at the Annual Chairs' Meeting and changes, if any, will be adopted at that time. The Annual Chairs' Meeting is held in conjunction with the annual national convention of the Society for Design Administration.

(g) The Local Event hereby agrees to enter the annual International Competition and forward to the Central Organization digital images of the local winners and other competition material as outlined in the International Competition Submittal document found on the Members Only page of the Site. Each image will be labeled with the name of the winning firm, the name of the entry, the winning category, the city, and the photographer's name. **The deadline for submittals will be 30 days following the local event. Events held in April are due by April 30<sup>th</sup>.**

(h) As a community service project of the design and construction industry, the Local Event will include professionals such as architects, designers, engineers, contractors, or consultants to the design and construction industry, either as entrants or team leaders/coaches. The Local Event agrees that whenever and wherever possible the Local Event will encourage participation by the Society for Design Administration (SDA), the American Institute of Architects (AIA), the American Council of Engineering Companies (ACEC), the National Society of Professional Engineers (NSPE), the Association of General Contractors (AGC), the Associated Builders and Contractors (ABC), the American Society of Interior Designers (ASID), the International Interior Design Association (IIDA), the Society for Marketing Professional Services (SMPS), the American Subcontractors Association (ASA), Women in Construction (WIC), or any other local design and construction industry association.

(i) The Local Event hereby agrees whenever and wherever possible to underwrite Canstruction® Charity Event activities through contributions solicited from businesses and corporations that support and serve the design and construction industry.

(j) The Local Event hereby agrees that all food donated as a result of a Canstruction® Charity Event will go to an America's Second Harvest food bank or a local food bank which has been approved by the Central Organization. The Local Event shall provide the Central Organization a letter from the local food bank(s) recognizing Canstruction as the associated charity and listing the total pounds of food donated by the Local Event. Unless otherwise agreed upon in writing, the Central Organization reserves the right to report the food and monetary contributions donated by the Local Event on Canstruction, Inc.'s Form 990. The Local Event is responsible for obtaining any liability insurance that may be required by the host facility for a Canstruction® Charity Event. The Local Event shall add Canstruction® as an additional insured on its general and liability policies, as part of any umbrella coverage policy carried by the Local Event, and providing for thirty (30) days prior notice of cancellation to the Central Organization. The Central Organization has no insurance in effect for local events. In all cases where liability

insurance is required by the host facility, the Central Organization, Canstruction<sup>®</sup>, Inc., is to be named as an Additional Insured and a Certificate of Insurance to that effect is to be issued to the Central Organization. The Local Event shall provide the Central Organization with certificates of insurance confirming the Local Event's compliance with the obligations under this section.

(k) The Central Organization retains the right to enter into agreements for official national and/or international sponsors or contributors. The Local Event hereby agrees that all such sponsors and contributors will be recognized and credited in any advertising, press releases, promotional literature, invitations, programs and speeches. National and International sponsors (at their own expense) will have the right to signage displayed at the Local Event's award ceremony and/or throughout the competition and enter into other promotional arrangements with the Local Event unless prohibited by the Local Event's host and/or adverse local conditions. The Local Event hereby agrees that each year they will abide by the deadlines issued by the Central Organization regarding the ordering of materials (award statues, winners' ribbons, etc.) and completing public relations questionnaires (city contact sheets, etc.). All deadlines must be complied within unless other arrangements have been agreed upon with the Central Organization or the Local Event risks relinquishing the right to participate in these offerings and activities.

(l) The Local Event hereby agrees to abide by the Central Organization's official national competitions judging categories. Any changes to the categories must be reviewed and discussed at the Annual Chairs' Meeting, and any changes, if any, will be adopted once approved by the Chair. The judging categories are Best Meal, Best Use of Labels, Structural Integrity, Jurors' Favorite and two (2) Honorable Mention awards. If the Local Event chooses to give additional awards, it is with the express knowledge that those award winners will not continue to any national competition and entries have been so informed. Award statues for additional categories will be at the sole cost of the Local Event.

(m) In the case where an outside organization, business, enterprise or convention organizer ("Event Sponsor") contacts the Local Event to design and build a special structure for a special event, the Local Event hereby agrees to secure consent from the Central Organization. Event Sponsor's will be required to sign an Event Participation agreement with the Central Organization in a form reasonably acceptable to the Event Sponsor. The Central Organization retains the right to approve all such special structures and the manner in which they are executed. All structures created for this purpose are to be funded by the requesting organization. In addition, a financial contribution may be requested of the Event Sponsor that will be divided equally between the Local Event and the Central Organization. This financial contribution may only be used by the Local Event to produce another Canstruction<sup>®</sup> Charity Event or it will revert to the Central Organization. All expenses incurred by the Central Organization to assist the Event Sponsor or Local Event with the special event and/or negotiate and enforce the terms of the Event Participation Agreement will be deducted from the financial contribution prior to the equal distribution of the remaining funds.

(n) The Local Event is encouraged to make a financial donation to the Central Organization. The Local Event is encouraged to inform individual firm-sponsors that any monies collected and not used to produce their structure may be donated to the Central Organization. The Central Organization can leverage the dollars donated for the benefit of the entire national hunger campaign.

(o) The Local Event shall link to the Central Organization's Site if the Local Event maintains its own website utilizing the Canstruction name for its event purposes. The Central Organization expects the Local Events linked to the Site to adhere to the terms and conditions outlined in the Link Agreement located on the Site.

(p) Formal requests for exceptions to any of the above terms based on local conditions will be at the discretion of the Central Organization's Board of Directors. Determinations made by the Board of Directors will be provided in writing to the Local Event. .

6. Quality Standards. In addition to the Local Event's Obligations above, the Local Event agrees that the nature and quality of (1) a Canstruction® Charity Event promoted by the Local Event in connection with and under the Central Organization's name, Marks and Materials and (2) all related advertising, promotional, and other related uses of the Central Organization's name, Marks and Materials by the Local Event shall conform to standards set by, and be under the sole control of the Central Organization ("Quality Standards"). The Local Event further agrees to cooperate with the Central Organization in facilitating the Central Organization's control of the nature and quality of a Canstruction® Charity Event, and organization and promotion of a Canstruction® Charity Event, including but not limited to all related signage, advertising and promotional materials, and all use of the Central Organization's name, Marks and Materials in relation thereto to permit reasonable, periodic inspection of the Local Event's operations in relation thereto by the Central Organization and/or the Central Organization's designee, at reasonable times and with reasonable notice, and to supply the Central Organization with specimens of all uses of the Central Organization's name, Marks and Materials and all related signage, advertising and promotional materials upon request. The Local Event shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals.

7. Public Notice. The Local Event shall include the symbol ® and/or SM with respect to the presentation of the Marks on all signage, advertisements, promotional materials, and other use of the Marks. All written materials bearing any of the Marks shall also include a notice stating that the Mark(s) is/are owned by and/or registered trademark(s) of the Central Organization. Likewise, the Local Event shall include the copyright notice "Copyright © 20\_\_ Canstruction, Inc., All rights reserved." (with the year date completed with the year of first publication or public distribution of the material) on any of the Central Organization's copyrighted Materials used, reproduced, distributed or displayed by the Local Event.

8. Ownership. The Local Event acknowledges that the Central Organization owns exclusive rights and title in and to the Central Organization's name, Marks and Materials and the use thereof and in and to its Trade Dress. The Local Event further acknowledges that the Central Organization's Trade Dress is non-functional and has acquired distinctiveness in the minds of consumers in that consumers have come to recognize the Trade Dress as originating from, authorized by, approved by, or otherwise associated with the Central Organization. The Local Event agrees that it shall not, at anytime, do or suffer to be done any act or thing inconsistent with the Central Organization's ownership interest therein or which will in any way impair the rights of the Central Organization in and to the Central Organization's name, Marks, Materials and/or its Trade Dress. It is understood that the Local Event shall not acquire any interest in and shall not claim any title to the Central Organization's name, Marks or Materials or to the Central Organization's Trade Dress adverse to the Central Organization by virtue of the right and license granted herein, or through the Local Event's use of the Central Organization's name, Marks and Materials and promotion of The Event, it being the intention of the Parties that all use of the Central Organization's name, Marks and Materials and all promotion of a Canstruction® Charity Event by the Local Event shall at all times inure to the benefit of the Central Organization. The

Local Event agrees not to register, or seek to register, the Marks or any trademark or service mark confusingly similar to the Marks, or adopt any trade name confusingly similar to the Central Organization's Name without the Central Organization's written permission in advance. In particular, the Local Event agrees not to adopt or seek to register any name or mark bearing or including the term "can" or a formative word or phrase using the term "can" or a variation of the term "can" in connection with a Canstruction® Charity Event or any event similar to a Canstruction® Charity Event. All use and goodwill associated with the use of the Central Organization's Name, Marks and/or Materials and promotion of a Canstruction® Charity Event by the Local Event will inure to the sole benefit of the Central Organization.

#### 9. Copyrights.

(a) The Local Event agrees that the copyright to any images (including but not limited to photos, slides and videography), to any materials (including but not limited to marketing campaigns, advertising, press releases, brochures, handouts, and television or print media) and structures created by it or for it in relation to a Canstruction® Charity Event shall be owned by the Central Organization, and further the Local Event agrees to assign and hereby does assign all of its right, title and interest in and to all such copyright(s) to the Central Organization. Further, the Local Event authorizes the Central Organization to make any and all application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for copyright or other form of protection for any said materials or structures, without further authorization from the Local Event, any and all benefits provided by any and all treaties, conventions, or agreements. The Local Event hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of the Central Organization to apply for protection for any said materials or structures. The Local Event covenants and agrees that, when requested, the Local Event shall, without charge to the Central Organization but at the Central Organization's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with copyright applications or other forms of protection of any said materials or structures, and for the defense and protection thereof if challenged in the court of law.

(b) The Local Event agrees to use its best efforts to obtain an assignment to the Central Organization of the copyright in any of said images, materials and structures created in relation to a Canstruction® Charity Event but not created by the Local Event. With respect to any images, materials and structures for which the Local Event is not able to obtain an assignment of the copyright in and to such works to the Central Organization, the Local Event will obtain the necessary copyright releases or licenses to give the Central Organization permission to reproduce the images (including but not limited to photos, slides and videography), materials and structures for whatever purpose it deems appropriate, including but not limited to marketing campaigns, advertising, press releases, brochures, handouts, television or print media, at no expense to the Central Organization. The Local Event agrees to hold harmless the Central Organization for using such material in agreements it has entered into locally with respect to photography and videography, while every attempt will be made to credit the photographer and videographer.

(c) The Local Event further agrees that it shall have no rights to use, reproduce, distribute, display or create derivative works of any images (including but not limited to photos, slides and videography), materials or structures relating to a Canstruction® Charity Event for any future use or for the organization or promotion of a Canstruction® Charity Event or any event similar to a Canstruction® Charity Event or the Central Organization's Charity Events in the future, other than as permitted herein.

10. Infringement. If the Local Event becomes aware of any infringement or imitation by any third party of the Central Organization's name, Marks, Materials or Charity Events that are the subject of this Agreement, the Local Event shall promptly notify the Central Organization in writing of any such infringement or imitation. The Central Organization shall then have the initial right, at its own cost and expense, to determine whether or not any action shall be taken on account of any such infringement(s) or imitation(s). If the Central Organization declines to institute any action to defend its proprietary interests in its name, Marks, Materials and/or Charity Events within sixty (60) days of receipt of notice, the Local Event may, in its own discretion and at its own costs and expense, within a reasonable time after discovery of such infringement(s) or imitation(s), undertake any action which the Local Event deems appropriate to protect its interests under this Agreement. Any recovery from any action undertaken solely by the Central Organization will belong exclusively to the Central Organization. If these costs are shared by the Parties, the costs of the recovery and/or the proceeds of the recovery shall be prorated between the Central Organization and the Local Event according to the relative contributions of the Parties.

11. Discontinuance. Upon termination of this Agreement, the Local Event agrees to discontinue all use of the Central Organization's name and Marks and the Central Organization's Materials and all derivative works created from or incorporating, either in whole or in part, the Central Organization's Materials, and all organization and promotion of a Canstruction® Charity Event and any similar event, as provided in the Phase Out Section of this Agreement.

12. Breach. If the Local Event breaches any one or more of the terms of this Agreement, including but not limited to any of the Local Event's Obligations herein or the Quality Standards above, the Central Organization, if it so elects, may serve written notice on the Local Event of the intention to terminate this Agreement, whereupon

- (a) the Local Event shall have a period of thirty (30) days within which to cure the breach;
- (b) provided the breach is not cured within thirty (30) days, this Agreement shall terminate and the balance of any services offered in connection with the Marks shall be handled pursuant to the section entitled "PHASE-OUT" below.

13. Termination.

(a) This Agreement, and the right and license under this Agreement, shall terminate upon the occurrence of any one of the following conditions and/or events:

- 1) The Local Event either closes or ceases operating its business, or ceases using the Marks in connection with such business;
- 2) The Local Event breaches any of the terms, conditions and obligations provided herein, and fails to cure such breach upon notice from the Central Organization as provided herein;
- 3) On the occurrence of any one of the events specified in the Section entitled "Bankruptcy"; or
- 4) At the end of the Term defined above.

(b) The terms, conditions and/or obligations of Sections 4, 5(j), 8, 9, 10, 11, 14, 15, 16, 17, 19, 21 and 25 herein shall survive termination of this Agreement.

14. Phase Out. The Local Event agrees that, upon termination of this Agreement for any reason, it will have no further right to continue to offer a Canstruction® Charity Event or any event similar to a Canstruction® Charity Event or the Central Organization's Charity Events, and no further right to continue to use the Central Organization's Name and Marks and the Central

Organization's Materials and any derivative works created from or incorporating, either in whole or in part, the Central Organization's Materials. Upon such termination, the Local Event shall have a period of thirty (30) days thereafter to cease promoting all Canstruction® Charity Events and to cease all use of the Central Organization's Name, Marks and Materials.

15. Breach of the Agreement. The Local Event agrees and acknowledges that any uncured breach of this Agreement will cause irreparable harm to the Central Organization and that the Central Organization will be entitled to disgorgement of all revenue received by the Local Event as a result of the breach and that the Central Organization shall be entitled to both a preliminary and permanent injunction against the Local Event if the Local Event breaches this Agreement, as well as any other remedy allowed by law. The Parties further agree that all costs incurred in enforcing this Agreement, including reasonable attorneys' fees and costs, whether incurred with or without suit or before or after judgment, shall be awarded to the prevailing party.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Central Organization and the Central Organization's successors and assigns.

17. Indemnification. The Local Event shall be solely responsible for and defend, and indemnify the Central Organization, its Board of Directors, Officers, employees, volunteers, and agents, and save and hold them harmless, from all liability, claims, demands, causes of action, suits, or damages, including reasonable attorneys' fees and expense in all matters arising out of the Local Event's sponsorship of a Canstruction® Charity Event including those caused by or arising out of the services offered by the Local Event in connection with the organization and/or promotion of any Canstruction® Charity Event or any use of the Central Organization's Name, Marks and Materials for which the Central Organization becomes liable, or may incur or be compelled to pay by reason of the Local Event's activities hereunder or breach of any term(s) of this Agreement. The obligations of the Sponsoring Organization and the Co-Sponsoring Organization for the local event under this Section shall be joint and several.

18. The Central Organization Warranties. The Central Organization hereby warrants and represents that it has the full right to grant to the Local Event all of the rights conveyed hereunder without violating the rights of any third party. The Central Organization further warrants and represents that there are no pending or threatened suits, claims or demands by a third party against the Central Organization of an adverse nature of which the Central Organization has knowledge with respect to any of the rights licensed hereunder.

19. The Local Event Warranties. The Local Event hereby warrants and represents that it has the full right to enter into this Agreement. The Local Event further warrants and represents that this Agreement does not violate any agreement it has with any third party.

20. Bankruptcy. If the Local Event files a petition for bankruptcy or is adjudicated as bankrupt or if a petition in bankruptcy is filed against the Local Event or if it becomes insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the Local Event discontinues its business, or if a receiver is appointed for the Local Event for its business which is the subject of this Agreement, or in the event of government expropriation of any of the assets of the Local Event which relate to the Local Event's activities contemplated by the present Agreement other than reorganization through the Bankruptcy Court, the license hereby granted shall automatically terminate forthwith without any notice whatsoever being necessary. In the event this license is so terminated, the Local Event, its receivers, representatives, trustees, agents, administrators, successors and/or assigns shall have no right to sell, exploit or in any way deal with or in any services bearing the Mark, material, advertising,

promotional or display material pertaining thereto except with and under the special consent and instructions of the Central Organization in writing, which it shall be obligated to follow.

21. Assignment/Sublicense. This Agreement and all rights and duties hereunder are personal to the Local Event and, except as provided below, shall not, without the written consent of the Central Organization, be assigned, mortgaged, sublicensed or otherwise encumbered by the Local Event or by operation of law. The Central Organization may assign, but shall furnish written notice of assignment, to the Local Event. If the Local Event's business is transferred or sold without an assignment of the license granted herein under the conditions provided in this section, then the license granted herein shall terminate immediately upon the date of such sale.

22. No Joint Venture. This Agreement shall not create a partnership or a joint venture between the Parties hereto nor give any party the right to act on behalf of any other party except as explicitly stated herein.

23. Future Agreement. This Agreement supersedes all prior discussions, understandings, and agreements between the Parties with respect to the matters contained herein and contains the sole and entire Agreement between the Parties hereto with respect to the transactions contemplated herein. Any future changes or modifications to any term or terms of this Agreement are not effective unless and until put in writing and signed by both Parties.

24. Divisibility. In the event any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable here from and the remainder of this Agreement shall be deemed to be, and shall remain, fully valid and enforceable, unless such invalidity or unenforceability tends to deprive any party of the benefits to be provided it by this Agreement, in which case the deprived party shall have the option of keeping this Agreement in effect or terminating.

25. Applicable law, jurisdiction, and venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of law of that state. The Parties further stipulate that proper jurisdiction and venue for the adjudication of any dispute concerning the terms and conditions of this Agreement shall lie with the U.S. District Court for the Northern District of Georgia.

26. Enforcement. The Central Organization's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of the Central Organization's right to subsequently enforce such provision or any other provisions hereunder or there under.

27. Notices. Any written notice required herein shall be considered sufficiently provided if sent: (1) by certified mail, return receipt required and/or courier service to the addresses of the Parties provided below and (2) by certified mail, return receipt required and/or courier service to the attorney(s) of record for the Parties as provided below:

*[SIGNATURES ON FOLLOWING PAGE]*

AGREED:

\_\_\_\_\_  
Authorized Representative, Signature  
Local Event Sponsoring Organization

\_\_\_\_\_  
Print Date

\_\_\_\_\_  
Organization of Record

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

Date : \_\_\_\_\_

Phone : \_\_\_\_\_

Fax : \_\_\_\_\_

Email : \_\_\_\_\_

Cell : \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative, Signature  
Local Event Co-Sponsoring Organization

\_\_\_\_\_  
Print Date

\_\_\_\_\_  
Co-Sponsor Organization

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

Phone : \_\_\_\_\_

Fax : \_\_\_\_\_

Email : \_\_\_\_\_

Cell : \_\_\_\_\_

\_\_\_\_\_  
Nicholas B. Telesca, Executive Director  
Canstruction®, Inc.  
3340 Peachtree Road, NE Ste 840  
Atlanta, GA 30326

404-832-8910 tel  
404-892-8898 fax

nick@canstruction.org  
Cell: 404-964-7777

\_\_\_\_\_  
Authorized Representative, Signature  
Local Event Co-Sponsoring Organization

\_\_\_\_\_  
Print Date

\_\_\_\_\_  
Co-Sponsor Organization

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

Phone : \_\_\_\_\_

Fax : \_\_\_\_\_

Email : \_\_\_\_\_

Cell : \_\_\_\_\_

Committee Member Names

Initials

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MAKE CHECKS PAYABLE TO: Canstruction, Inc.

canstruction®

PAYMENT FORM

Please remit to:

Canstruction, Inc.  
3414 Peachtree Road, NE  
Suite 707  
Atlanta, GA 30326

Date: \_\_\_\_\_

Participating City Name: \_\_\_\_\_

Check all that apply:

\$350 New City Participation Fee  
(first time a city holds a competition)

\$250 Annual Participation Fee  
(renewal for returning cities)

Additional Promotional Items \$ \_\_\_\_\_  
(complete and enclose order form below)

Tax Deductible Donation \$ \_\_\_\_\_

To expedite your order please send the order form by fax or email:  
Fax: (404) 814-5191  
Email: info@canstruction.org

canstruction®

### Additional Promotional Items ORDER FORM

#### Shipping Info:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Item	Price	Qty	Subtotal
Brochure	\$0.50	Qty 50 - min order	
Presentation Folder	\$0.75	Qty 25 - min order	
Graphics CD	\$5.00		
Award Statue			
Jurors' Favorite	\$40.00		
Structural Ingenuity	\$40.00		
Best Meal	\$40.00		
Best Use of Labels	\$40.00		
Honorable Mention	\$40.00		
People's Choice	\$40.00		
Most Cans	\$40.00		
Flashing Cello Button: "one can"	\$2.00	Qty 25 - min order	
Tote Bag with Canstruction Logo	\$30.00		
T-shirt: "one can"			
Small	\$22.00		
Medium	\$22.00		
Large	\$22.00		
X-Large	\$22.00		
Khaki Baseball Caps: "canstruction"	\$12.00		
		Subtotal:	
		USPS Shipping and Handling Charges (\$6.00 per order):	
		Total:	