

ASSOCIATE CORPORATE SPONSORSHIP AGREEMENT FOR USE OF CERA FACILITIES AND SERVICES

THIS AGREEMENT made and entered into this the _____ day of _____, 20____, by and between CORPORATE EMPLOYEES RECREATION ASSOCIATION, a Texas non-profit corporation, hereinafter referred to as "CERA", with its place of business at 3300 Bryant Irvin, Fort Worth, Texas and _____, a _____ corporation, with its place of business at _____ ("Corporate Sponsor"). (Hereinafter, individually a "Party" or collectively, the "Parties").

WITNESSETH:

WHEREAS, CERA is a local association of employees with its primary purpose of establishing and continuing recreational programs for the benefit of employees of the association, in the community in and about Fort Worth, Texas; and

WHEREAS, CERA, consistent with its general purposes, has now resolved through its Board of Directors to offer an Associate Membership Program to qualified corporations that have employees within the Fort Worth, Texas local area who may wish to participate in the programs and activities available to members of CERA; and

WHEREAS, the said CERA Board of Directors, through its regularly scheduled meeting, has determined that the application of _____ for Associate Membership is desired and will be accepted as corporate sponsor ("**Corporate Sponsor**"), on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties mutually agree as follows:

- I. Subject to earlier termination as provided herein, this Agreement shall begin on the _____ day of _____, 20____, and thereafter continue for a period of twelve (12) months (the "primary term") and shall be reviewed for renewal at the end of the 12-month period. Upon completion of the first eleven (11) months of the primary term, and at any time in a renewal term, either Party may terminate the agreement at the end of any month by giving the other Party at least 30 days advance written notice of such termination.
- II. For the primary term and each renewal period, for those Associate Company employees desiring to become CERA Associate Members, the employee shall provide proof of employment at Associate Company and pay CERA the current discounted rate(s). The Corporate Sponsor shall be entitled during the then current primary term or renewal period to extend to its employees and retirees CERA Associate Memberships.

- III. The Corporate Sponsor shall not offer an Associate Membership to any employee of the Corporate Sponsor other than its employees employed in the Fort Worth, Texas local area. If an Associate Member resigns or if the Corporate Sponsor shall terminate the employment of any employee, who is an Associate Member, then the Associate Membership of such withdrawing or terminated employee shall also terminate.
- IV. Associate Members and their eligible dependents shall be permitted the non-exclusive use of all of CERA's facilities and to participate in CERA's activities and programs other than those organized for the exclusive use of corporate employees and special groups or league privileges. A list of permitted activities, uses, and fees in the Activity Guide and is incorporated herein by reference. All prices are subject to change without notice. All use and/or participation shall be subject to Policies and Regulations as may be adopted from time to time by the CERA Board of Directors. Corporate Sponsor hereby acknowledges receipt of a copy of the current Policies and Regulations adopted by CERA Board of Directors with respect to the facilities and operations of CERA is provided in this Agreement.
- V. CERA will prepare and provide member identification cards for each of the Corporate Sponsor's employees who become an Associate Member. CERA will coordinate completion of all registration, and release forms as well as an executed and completed Employee Data Form for each employee extended privileges by the Corporate Sponsor who accepted an Associate Membership.
- VI. The Corporate Sponsor hereby designates, _____ as its representative and all information or communications related to this Agreement between the Parties hereto shall be furnished to, by or through said designated representative until such designated representative has been changed by the Corporate Sponsor and the Corporate Sponsor has notified CERA in writing of such change and the appointment of a successor representative.
- VII. Any notice to the Corporate Sponsor or the representative shall be sent to the representative at _____ or such other address as shall from time to time be designated by the Corporate Sponsor by written notice.
- VIII. In the event that more than an incidental number of the employees of the Corporate Sponsor shall fail to comply with the rules and regulations adopted and in effect from time to time by CERA for Associate Members, CERA may immediately terminate this Agreement upon written notice to the Corporate Sponsor and thereupon the membership of all Associate Members of the Corporate Sponsor shall terminate. This Agreement may be terminated by CERA if the Corporate Sponsor shall breach any provision of this Agreement. No termination of this Agreement

shall prejudice the rights of any Party to pursue any remedy for any breach of this Agreement before or after its termination.

- IX. CERA requires, as a condition of membership, each Associate Member, on an individual basis, to execute certain release, indemnity and waiver forms wherein the Associate Member, among other things, agrees to waive, release, hold harmless and indemnify Corporate Employees Recreation Association, its Board of Directors, officers and agents (collectively, the "CERA") from any and all losses, claims, liabilities, actions, costs and expenses including without limitation attorneys' fees, involving personal or bodily injury (including death) or property damage which might be sustained by employee members and/or their guests (including family members) -while on the premises of CERA or occasioned by the use of or condition of any facilities of CERA or participation in any activity or program offered by CERA, whether or not arising out of or resulting from the sole, concurrent or contributory negligence of the CERA, or its respective Board of Directors, officers, employees, representatives or agents. This release does not waive, release, or indemnify CERA from any losses, claims, or liabilities for injury or property damage resulting from the gross negligence or willful misconduct of CERA, its employees, representatives, or agents.
- X. Any notice hereunder to CERA shall be mailed to CERA to the attention of Ted P. Shaw, CERA General Manager, 3300 Bryant Irvin Road, Fort Worth, Texas 76109, or to such other address as shall from time to time be designated by CERA by appropriate written notice.
- XI. This Agreement is not assignable and any membership issued to an employee of the Corporate Sponsor shall not be transferable or assignable.
- XII. This Agreement is binding upon the Parties hereto and their personal representatives, successors and assigns.
- XIII. The Parties hereto each warrant and represent to the other that the persons executing this agreement have the authority and power to bind the Party on behalf of whom the undersigned has executed this Agreement.
- XIV. If any dispute or claim arising out of or relating to this Agreement, a breach of this Agreement or the services provided under this Agreement cannot be settled through negotiation, the Parties agree first to try in good faith to settle the matter by mediation before resorting to litigation or other dispute resolution processes.
- XV. This agreement shall be governed by the laws of the State of Texas without regard to its conflicts of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed an original as of the date first above written.

Corporate Employees Recreation Association

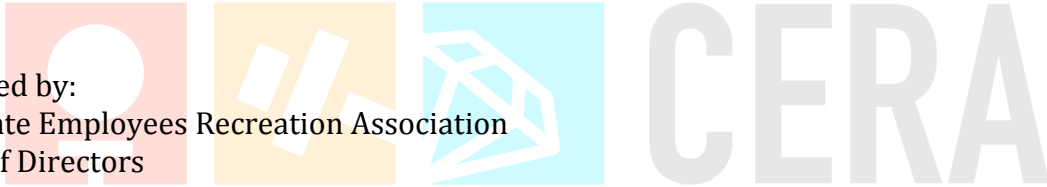
By _____
Ted P. Shaw, its General Manager

Associate Corporate Sponsor:

By _____

Its _____

Approved by:
Corporate Employees Recreation Association
Board of Directors



By _____

Its _____