

### **LETTER OF AGREEMENT**

### **CONFIDENTIALITY & PROPRIETARY** **STATEMENT**

This letter establishes the necessary arrangements between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Print Your Name**

(hereafter referred to as the *Golf Committee Member*) and ASAE Foundation (hereafter referred to as ASAE) in connection with sponsorship and participant recruitment that will be provided using ASAE courses in the Springtime Invitational, Chicago Outing, Annual Classic,5-Star Weekend Golf & Tennis events. The services will be performed with guidance from the professional staff of ASAE. ASAE has an obligation to preserve the confidentiality and security of all program materials and all other related copyrighted products. It is because of these obligations that we ask your cooperation in reading and signing this Letter of Agreement.

The Golf Committee Member understands and agrees that:

All related program materials be considered confidential and proprietary to ASAE. This confidential information may not be retained, shared or disclosed to third parties, reproduced or reprinted for any purpose. By our sharing these materials in this capacity, the Golf Committee Member is entering into a relationship of trust with ASAE and understands that unauthorized use, reproduction or disclosure of these materials would damage ASAE. The Golf Committee Member agrees to keep strictly confidential the nature of the work to be performed pursuant to this Agreement and all materials received from ASAE or assembled, created or worked on by the Golf Committee Member in the performance of services under this Agreement.

The Golf Committee Member warrants and represents that they have the full power and authority to enter into this Agreement. The Committee Member will hold ASAE harmless from and against any claims, liabilities, costs and expenses, including reasonable attorneys’ fees and expenses (“Claims”), arising out of any breach of the foregoing representations and warranties. ASAE will hold the Golf Committee Member harmless from and against any Claims arising out of ASAE’s use of the contribution, except for Claims arising out of your breach of your representations and warranties.

Please sign this Agreement to indicate the Golf Committee Member understands and will comply with the provisions of this Agreement. The signed letter of Agreement must be submitted via fax to ASAE (fax number shown below) and a copy retained by the Golf Committee Member for your records.

**Signature:**

**Printed Name:**

**Company/Title:**

**Date:**

Please return one signed original of this entire Agreement to:

 ASAE Foundation

 Attn: Stephen E. Peeler

 1575 I Street, NW

 Washington, DC 20005

Phone Number: 202-626-2843

 Fax Number: 202-220-6485 or Email: speeler@asaecenter.org