

## **Tools for Business Success**

# Subscription Signup Form

**Date** Organization or **Business Name** Name Contact Phone Email Street **Billing Address** ZIP City Website Address Name Website **Administrator** Phone Email CALED Member Total Cost: \$1340 \$200 initial setup plus \$1140 Annual Subscription (\$95/month) Subscription **Information** Not a CALED Member Total Cost: \$1700 \$200 initial setup plus \$1500 Annual Subscription (\$125/month) Website \_\_\_\_Use Tools for Business stock photos **Photographs** \_\_We will provide up to 17 local photos I was referred by: **REFERRAL** ☐ Email Flyer How did you find out about our ser-☐ Presentation at Event, please specify:\_\_\_\_\_ vice? ☐ \_\_\_\_Call from Tools Staff (Select as many as apply) Other, Please specify:\_\_\_\_\_

**Your Signature** 

(approval to set up site, contact web administrator to add link to your site)

# The California Academy for Economic Development "Tools for Business Success" Subscription Terms

#### A. Term

The term of the subscription is one year from the date of the initial invoice to the subscriber.

#### B. ACADEMY Services

- 1. The ACADEMY and its partner will provide THE TOOLS which shall be accessed through the LOCAL PARTNER'S website and also through a centralized <a href="https://www.ca.toolsforbusiness.info">www.ca.toolsforbusiness.info</a> location.
- 2. The TOOLS shall be customized with logos, colors, and images for each LOCAL PARTNER.
- 3. THE TOOLS' fees may be altered upon annually, at which time, the LOCAL PARTNER has the option of discontinuing the service with no penalty.

#### C. LOCAL PARTNER Responsibilities

- 1. The LOCAL PARTNER is responsible for providing the link to THE TOOLS and if its website headers or links change, for updating the files used by THE TOOLS for customization.
- 2. The LOCAL PARTNER is responsible for distributing promotional materials
- 3. The LOCAL PARTNER will have sole authority in selecting which items go on their TOOLS site.

#### D. Insurance

The ACADEMY shall ensure that THE TOOLS operation is covered by a comprehensive general liability, property damage insurance and professional liability of not less than one million dollars (\$1,000,000) per occurrence and not less than three million dollars (\$3,000,000) in aggregate. Should LOCAL PARTNER choose to require a certificate of insurance naming LOCAL PARTNER specifically as insured, LOCAL PARTNER shall pay any fees for such a certificate. This coverage shall not be canceled or coverage reduced until notice has been mailed to the LOCAL PARTNER stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.

### E. Indemnification:

Each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, loss, expense or damage whatsoever, including but not limited to, attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors; provided, however, that neither party shall be liable to the other party hereunder for any claim covered by insurance, except to the extent the liability of such party exceeds the amount of such insurance coverage.

### F. Initial Payment

Once THE LOCAL PARTNER has completed and submitted the Sign-Up Form, THE ACADEMY will arrange to have THE TOOLS service activated. If, however, payment for THE TOOLS has not been received with 45 days, THE ACADEMY may deactivate the site until payment has been made.

Signature of Local Partner	
Local Partner (name typed or printed)	Date