

NATM Affinity Program Policy

Application Process

1. Applicant must be an NATM member.
2. Application must be submitted to NATM Executive Director.
3. Executive Director will acknowledge receipt of application and provide the applicant a list of the program requirements, the Board's criteria of approval, and an estimated timeline for the approval process.
4. NATM Executive Director will forward qualified candidates' applications and their proposals to the NATM Executive Committee for review.
5. The Executive Committee will review the qualifications of the applicant and the merits of the proposed program and make a recommendation to the Board of Directors.
6. Applications recommended for approval by the Executive Committee will be forwarded to the Board of Directors, along with the proposed program, for final review and approval, applying Board approved criteria.
7. The decision of the Board of Directors is final.

Considerations/Criteria for Approval

Is the applicant-VENDOR a long-standing member of NATM?

Is the service/product of the applicant-VENDOR provided by other NATM members?

Is the VENDOR requesting an exclusive endorsement, an exclusive affinity agreement?

Will the proposed program enhance NATM membership and be a benefit to the members?

Will the program help NATM recruit new and retain current members?

Will NATM members receive a discount on this service and if so what is it?

Does the VENDOR provide marketing support?

Will the VENDOR's service/product and administration of the program maximize enrollment in the program?

Does the program provide non-dues revenue and if so how significant is that revenue?

Is the product/service of VENDOR of high quality and reliable and how does it compare with that of competing NATM members?

Evaluation and Basics of the Program

The VENDOR must provide at least three references so that NATM may assess of the quality of the service/product to be provided by the VENDOR and the merits of the proposed program.

All agreements will be for a minimum of three years, but subject to earlier termination. Programs will be evaluated at the end of the initial year of the agreement and at the end of the initial three year agreement. At the expiration or termination of the agreement, the Board may solicit or accept applications from other vendors as well as from the incumbent VENDOR for NATM endorsement.

NATM requires a written, executed Affinity Agreement with the vendor that will include a description of the program as well as the details of the royalty fee arrangement and the conditions and process for terminating or not renewing the Agreement.



National Association of Trailer Manufacturers
AFFINITY PROGRAM APPLICATION

VENDOR INFORMATION—Please print or type

NATM Member Since _____

Contact _____ Title _____

Vendor/Company _____

Address _____

Website _____ Email _____

Phone _____ Fax _____

PRODUCT/SERVICE INFORMATION—Please feel free to submit brochures or samples.

Formal name of product/service _____

Nature of product/service _____

What is the benefit to NATM members? _____

Target Audience(s) All members Regular Members (trailer manufacturers) Associate Members

Will NATM receive non-dues revenue based on member participation in the Affinity Program? No Yes,

If Yes, please explain how much and how calculated: _____

Is your product available to others? No Yes, Who? _____

How? _____

What is the regular price? _____ What is the proposed Member Price/Discount Percentage? _____

Is your product available at this special price elsewhere? No Yes If yes, where? _____

Anticipated Market Penetration: Year One _____ Year Two _____

Anticipated NATM Revenue: Year One _____ Year Two _____

Please explain how members would order/use your service. Include proposed use of special ID, phone number, online ordering information, etc. (*Please note: **At no time will NATM be responsible for order or payment processing.***) _____

MARKETING STRATEGY

- Your product/service will be highlighted in NATM publications and online at www.NATM.com and will feature the NATM Logo.
- Please submit samples of marketing materials and budget plan for review. (Fax and phone solicitations are not permitted.)
- Do you intend to market through direct mail? No Yes
 - If Yes, Mailing Frequency: Annual Semi-Annual Quarterly
 - Target Mailing Date(s) _____
 - Number of pieces in mailing? _____
- All marketing materials must be approved by NATM prior to distribution.
- NATM affinity vendors are required to spend a minimum of \$_____/year on paid advertising and/or sponsorships with the NATM. **Our advertising and promotional menu and the current respective costs to affinity vendors are listed below; please indicate which you are interested in:**
 - Tracks** - Bi-monthly, \$100-\$525/issue depending on the ad size and number of insertions
 - Membership Directory & Buyer's Guide – Annual, \$90-\$1,200, depending on ad size and placement
 - Website- www.natm.com - choose from home page or banner advertising, \$450-\$690 depending on placement and duration
 - Convention Sponsorship Packages, \$500-\$20,000 per event -rates vary by opportunities available
 - Exhibit at NATM Annual Trade Show, \$850 per 10'x10' booth

For more information, please review the NATM Sponsorship brochure and Marketing kit.

REFERENCES

Please list below any other trade association or group using your product/program :

Contact Name _____ Company _____

Phone _____ Email _____ Client Since _____

Please list at least three additional references below.

Contact Name _____ Company _____

Phone _____ Email _____ Client Since _____

Contact Name _____ Company _____

Phone _____ Email _____ Client Since _____

Contact Name _____ Company _____

Phone _____ Email _____ Client Since _____

Feel free to describe below or submit any additional information about your company's history, reputation, quality of service, etc.

NATM AFFINITY POLICIES & PROCEDURES

APPLICATION. All vendors must submit an application to the National Association of Trailer Manufacturers (NATM) in order to be considered as an affinity program provider.

APPROVAL/NOTIFICATION. The Executive Director will review all applications and forward his/her recommendation to the Executive Committee for its recommendation. The Board of Directors must approve all programs, applying a set of criteria no one of which is controlling. You will be notified in writing regarding the decision.

NATM AFFINITY AGREEMENT. Vendors must sign and date the *NATM Affinity Agreement* to initiate program. The agreement will outline the NATM and vendor responsibilities, royalty provisions, renewal and termination procedures, governing laws, indemnification and liability.

MARKETING PLAN. All products and services will be marketed under a vendor-developed detailed marketing plan, approved by NATM in advance. All offers to NATM Members must be mailed in separate, self-contained mailings. Vendors who offer their products or services on a regular basis must obtain approval for each membership mailing regardless of whether changes have been made in the direct mail piece since the previous mailing. All NATM Member mailing lists are confidential and are not to be shared or sold for other purposes.

ADVERTISING. NATM affinity vendors are required to spend a minimum of \$_____/year on paid advertising and/or sponsorships with the NATM as outlined above. Details will be outlined in the *NATM Affinity Agreement*.

VENDOR'S STATEMENT

I have read the above summary of **NATM Affinity Policies & Procedures** and have completed this application in compliance with said policy. Our organization is responsible for all costs related to the marketing of our product and services, including postage, labor, envelopes and paid advertising or sponsorships. Furthermore, our organization is responsible for all order and payment processing as well as distribution of our products and services. Our program will require a minimal time commitment from NATM staff. I understand the decision of the Board of Directors on this application is final.

Signature _____ Date _____

Printed Name _____ Title _____

SUBMISSION INFORMATION

Return to: NATM Headquarters ♦ 1320 SW Topeka Blvd. ♦ Topeka, KS 66612-1817

Phone: 785-272-4433 ♦ Fax: 785-272-4455 ♦ Email: PamO@natm.com

The approval process requires at least 45 days. For more information about the National Association of Trailer Manufacturers, visit www.natm.com

NATM AFFINITY AGREEMENT

National Association of Trailer Manufacturers Affinity Agreement

This Agreement is entered into as of _____, 20____ (the "Effective Date") by and between the NATIONAL ASSOCIATION OF TRAILER MANUFACTURERS ("NATM"), a nonprofit corporation, having its principal place of business in TOPEKA, KANSAS, and _____ ("VENDOR"), a _____, having its principal place of business in _____, for themselves and their respective successors and assigns.

Definitions

When used in this Agreement,

- (a) "Agreement" means this agreement and all attached appendices or exhibits.
- (b) "Royalties" mean a description of or reference to the Agreement section and any attached appendix or exhibit describing non-dues revenue compensation.
- (c) "NATM Member" means any Regular, Associate, Branch, International Regular, or International Associate Member in good standing of NATM *or* their employees.
- (d) "Product/Program" means Vendor's product/program to be offered NATM Members, described in an appendix or exhibit attached to this Agreement.

The Program

VENDOR will offer the following products and services to NATM's Members:

(the "PROGRAM" or "PRODUCT" or, collectively, the "PRODUCT/PROGRAM"). The PROGRAM is described in detail in Appendix A to this Agreement.

Term of Agreement

The initial term of this Agreement shall be for a period of three years commencing upon the Effective Date. This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties. At the conclusion of the first year, both parties will review the PROGRAM and determine if any amendments to this Agreement need to be made. At the end of the third year, the PROGRAM will be evaluated and renewed for a period of three years unless canceled by any of the parties upon 90 days' written notice prior to the then scheduled expiration date. Successive three-year terms are permissible. Upon termination, NATM will be paid all outstanding royalties then due within 90 days of said termination date.

Royalties

During the term of this Agreement, VENDOR will pay Royalties solely for VENDOR's use of NATM's intellectual property as defined below, in accordance with the provisions of Appendix B hereto. The Royalties are to be paid to NATM on a quarterly basis along with documentation substantiating the Royalties due. Payments will be due within 45 days of the end of each quarter. A 12% annual interest rate will apply in the event that VENDOR does not pay NATM the Royalties due within 60 days of the close of each quarterly period. In the event NATM is forced to institute legal proceedings to collect Royalties, VENDOR will pay all reasonable costs of collection, including attorney's fees. NATM will have the right, upon reasonable notice, to audit and request additional documentation to verify the accuracy of the royalty calculation.

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Responsibilities of NATM

- a. NATM hereby grants VENDOR a limited, non-exclusive license, during the term of this Agreement, to use NATM's name and acronym, NATM's trademark and logo, and NATM's Member mailing list ("Mailing List") (collectively, "NATM's Intellectual Property") in conjunction with the promotion of the PRODUCT and the PROGRAM to NATM's Members.
- b. NATM agrees that during the term of this Agreement it will provide VENDOR with such information and assistance as may be reasonably requested by VENDOR in connection with its performance under the Agreement, except that NATM will undertake no marketing or promotion of the Product/Program pursuant to this Agreement other than as provided below.
- c. NATM authorizes VENDOR, at its own expense, to solicit its Members by mail, direct promotion, and/or advertisements for purchase of VENDOR's services or product. At no time may VENDOR solicit Members by telephone or email unless expressly approved by NATM after review of VENDOR's detailed marketing plan, including proposed phone solicitation scripts and email messages and their timing.
- d. NATM shall have the right to review and approve all VENDOR's advertising and solicitation materials which contain NATM's name, acronym, trademark, or logo; such approval shall not be unreasonably withheld or delayed.
- e. NATM shall only provide information to or otherwise communicate with Members about VENDOR's PRODUCT and PROGRAM with VENDOR's prior approval, except for previously approved current advertising and solicitation materials provided by VENDOR to NATM.
- f. Upon the request of VENDOR, NATM shall periodically provide VENDOR with its Member Mailing List for marketing purposes, but not more than twelve times per year.
- g. NATM agrees to list VENDOR's PRODUCT without additional advertising text or pictures, without charge to VENDOR, along with other NATM Member services, in NATM publications and communications vehicles of VENDOR's choice, including but not limited to Tracks, E-News, and www.natm.com.
- h. This Agreement and NATM's participation in this affinity arrangement with VENDOR does not imply an NATM exclusive endorsement of VENDOR's PRODUCT. It is further expressly understood between the parties that NATM does not formally endorse, certify, guarantee, or warrant VENDOR's PROGRAM, its products or services or any other aspect of the PROGRAM, VENDOR, or the services of VENDOR's employees, agents, or subcontractors.

Responsibilities of VENDOR

- a. VENDOR must be, or become by the date it submits its application to become an affinity vendor, an Associate Member of NATM and must remain a Member in good standing at all times during the term of this Agreement.
- b. VENDOR shall, at its own expense, design and develop the PRODUCT and the PROGRAM and administer the PROGRAM for NATM Members.
- c. VENDOR shall, at its own expense, design all advertising, solicitation, and promotional materials with regard to the PRODUCT and the PROGRAM. VENDOR reserves the right to

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- require prior written approval of all advertising and solicitation materials, if any, that NATM develops concerning or related to the PRODUCT.
- d. VENDOR shall bear all costs of producing and mailing materials for the PRODUCT and the PROGRAM, including all promotional materials.
 - e. VENDOR shall use the Member Mailing Lists consistent with this Agreement and shall not permit entities handling these Mailing Lists to use them for any other purpose. These NATM Mailing Lists are and shall remain the sole property of NATM. However, VENDOR may maintain separately all information which it obtains as a result of an account relationship with or an application for an account relationship from an NATM Member. VENDOR shall be entitled to use that separate information for any purpose except VENDOR may not use it in a manner that would imply endorsement by NATM.
 - f. VENDOR agrees to promote, at its own expense, the PRODUCT/PROGRAM to NATM Members by spending a minimum of \$_____ annually through NATM promotional vehicles. Those promotional opportunities available to VENDOR include, but are not limited to, advertising on www.natm.com; the Convention Program; the Membership Directory and Buyer's Guide; Tracks (if eligible); and participation as an exhibitor and/or sponsor at the NATM Annual Convention & Trade Show.
 - g. VENDOR agrees that its cost of any promotional mailings to NATM Members is not included in the \$_____ advertising/sponsorship minimum.
 - h. VENDOR agrees to include the NATM logo on any promotional material, any website developed exclusively for Member use, and any advertising for NATM or other publications or signage at NATM or other events where the PRODUCT/PROGRAM is being promoted.
 - i. VENDOR agrees to provide an article for Tracks at least once per year discussing VENDOR's PRODUCT/PROGRAM, to be published at NATM's expense.
 - j. VENDOR agrees that all Member inquiries or purchases shall be handled in a professional, courteous manner by VENDOR employees or VENDOR-retained sales agents, specifically trained on VENDOR customer service and billing.
 - k. VENDOR agrees that NATM is not responsible or otherwise liable if a Member fails to comply with VENDOR/Member account agreement, and VENDOR further agrees to include in all PROGRAM materials distributed to Members, including PROGRAM related contracts with Members, a disclaimer, in a form acceptable to NATM, of NATM from liability related to the PRODUCT/PROGRAM.

Termination

- a. In the event of any material breach of this Agreement by VENDOR or NATM, the other party may terminate this Agreement for cause by giving written notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach and (ii) state the party's intention to terminate this Agreement if the breaching party does not cure or substantially cure such breach within fifteen (15) days after receipt of the notice (the "Cure Period"). If the breach after notice is not eliminated during the Cure Period, then this Agreement shall terminate without further notice fifteen (15) days after the close of the Cure Period.
- b. During the term of this Agreement, either party may terminate this Agreement without cause by giving the other party 90 days' advance written notice.

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- c. If NATM terminates this Agreement for cause, if VENDOR terminates it without cause, or if either party elects not to renew it upon the expiration of its three-year term, VENDOR shall continue to pay NATM Royalties earned under this Agreement for a period of 12 months from the date of termination if the Agreement has been in effect for two years or less and for a period of 24 months from the date of termination or expiration if the Agreement has been in effect for more than two years.
- d. If VENDOR terminates this Agreement for cause or if NATM terminates it without cause, VENDOR's obligations to continue to pay NATM Royalties under this Agreement shall cease upon the date of termination except that VENDOR's obligations to pay NATM Royalties for all Royalties earned and due and payable to NATM as of the date termination shall continue until paid in full.
- e. Upon termination or expiration of the Agreement because of a material breach of this Agreement or otherwise, Vendor shall immediately cease to use NATM trademarks or logos. VENDOR agrees that upon such termination it will not claim any right, title, or interest in or to the trademarks, the Mailing Lists, or other Intellectual Property provided pursuant to this Agreement. However, VENDOR may conclude all solicitation that is required by law to complete.
- f. Upon termination or expiration of the Agreement, VENDOR shall return any Intellectual Property and other information, lists, or materials provided by NATM and verify in writing to NATM that VENDOR does not have in its possession, custody, or control any confidential or proprietary information.

Confidentiality of Agreement

The terms of this Agreement and any financial or proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to the execution of this Agreement are confidential as of the date of disclosure to the other party. Such information will not be disclosed by such other party to any other person or entity, unless otherwise publicly available, except as permitted under this Agreement or as mutually agreed in writing. VENDOR and NATM shall be permitted to disclose such terms (a) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided said persons agree to treat the information as confidential in the above described manner and (b) as required by law or by any governmental regulatory authority.

Mutual Indemnification

VENDOR and NATM agree to indemnify, defend, and hold each other, and the other's officers, directors, agents, and employees, harmless against any and all liabilities, costs, claims, and expenses, including reasonable attorney's fees, arising out of or relating to the other's performance under this Agreement, except those attributable to the negligence or intentional misconduct of the party to be indemnified, defended, or held harmless under this provision.

Miscellaneous Information

Governing Law

This Agreement is governed by the laws of the State of Kansas without regard to its conflict of laws principles. The parties to this Agreement agree to first negotiate in good faith to resolve any disagreements. If such negotiations fail, the parties agree that any controversy or claim arising out of or relating to this Agreement shall be resolved exclusively by arbitration before a single arbitrator in Shawnee County, Kansas, and any judgment on the award rendered by the arbitrator may be entered in any Court having jurisdiction over the parties. The prevailing party's reasonable costs of

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arbitration and of any subsequent litigation, including reasonable attorney’s fees, shall be paid by the other party.

Limitation of Liability

Neither party shall be liable for any special or consequential damages or loss of profits occasioned by any breach of the terms of the Agreement.

Notice

All notices given under this Agreement shall be sufficient if in writing and delivered to the party to be notified addressed as set forth below, postage prepaid, registered or certified mail.

If to VENDOR

Vendor Name _____

Contact _____

Address _____

Phone _____

If to NATM

National Association of Trailer Manufacturers

Pam O'Toole, Executive Director

1320 SW Topeka Blvd.

Topeka, KS 66612

Phone (785) 272-4433

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Agreement as of the date first written above, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Agreement for and on behalf of such party.

VENDOR

Name: _____

Title: _____

Signature: _____

Date: _____

NATIONAL ASSOCIATION OF TRAILER MANUFACTURERS

Name: _____

Title: _____

Signature: _____

Date: _____