



CORPORATE MEMBERSHIP TERMS AND CONDITIONS

For Continuing Education Association of New York

- 1. Introduction.** This document outlines the terms and conditions (the "Terms") governing Corporate Membership in the Continuing Education Association of New York ("CEANY"). By submitting a Corporate Membership application and paying the annual dues, the company ("Member") agrees to be bound by these Terms.

- 2. Membership Benefits.** As a Corporate Member, your company will receive the following benefits:
 - Conference Sponsorship Discount: Early access to conference sponsorships at a discounted rate.
 - Double the Exposure: Partner with member institutions to showcase at the CEANY Annual Conference.
 - Access to CEANY members: Dedicated email blasts to membership.
 - Exclusive Admission: Attend member professional development webinars, yearly events, virtual sessions, and more.
 - Enhanced Visibility: Logo and listing displayed on website and social media blasts.
 - Recognition: Public recognition for your company's support.
 - Together We Thrive: Empower your team with 5 member seats ("Users")

- 3. Membership Dues, Term, and Payment.** Annual membership dues for Corporate Members are set at \$1,500. Membership is active from November 1 through October 31 on a calendar year basis. Delinquent payments may result in suspension of membership benefits. Thirty (30) days prior to the end of the Initial Term (October 31), CEANY will invoice Member for an additional one (1) year term (each a "Renewal Term" and together with the Initial Term, the "Term"). The receipt of payment for a Renewal Term shall constitute Member's agreement to these Terms and will automatically renew and continue Member's Corporate Membership for such Renewal Term.

- 4. Member Responsibilities**
 - Members agree to uphold the mission and values of CEANY.
 - Members agree to actively participate in CEANY's programs and activities.
 - Members agree to designate a primary contact person for communication.
 - Members agree to promote CEANY's work to their employees and stakeholders.
 - Members agree to abide by all applicable laws and regulations.

- 5. Termination of Membership.** CEANY reserves the right to terminate a Member's membership for cause, including but not limited to: non-payment of dues; violation of these Terms; and conduct that is detrimental to the mission or reputation of CEANY. Upon termination of the Corporate Membership for any reason (i) no Membership dues (or any prorations of it) shall be returned or refunded; and (ii) any outstanding Membership dues or other charges incurred by or on behalf of the Members or its Users shall become immediately payable. The non-payment of the Renewal Term invoice within sixty (60) days will effectively expire and terminate Member's Corporate Membership
- 6. Indemnity.** Both CEANY and Corporate Member shall indemnify the other from any damages suffered by that other party for breach by the indemnifying party or its Users, including without limitation the costs of investigation and attorneys' fees and costs.
- 7. Limitation of Liability.** CEANY shall not be liable for any acts or omissions of the Member or its Users. Neither CEANY nor Member shall be liable for any indirect cost of damage or for loss of profits, loss of business, goodwill or customers, or other claims for consequential compensation arising out of or in connection with the Corporate Membership. Nothing herein shall exclude the parties' liability for death or personal injury caused by its negligence or liability for fraud.
- 8. No Relationship.** CEANY is a non-profit corporation, exempt from US Federal Taxation under Section 501(c)(7) of the Internal Revenue Code, as amended. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between CEANY and Member. Additionally, no exclusivity of benefits is offered or implied by acceptance of these Terms.
- 9. Governing Law.** These Terms shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles.
- 10. Compliance with Laws.** Member agrees to comply with all laws, ordinances or governmental rules or regulations to which Member is subject to.
- 11. Assignment.** Member may not assign or transfer their obligations under these Terms to another party without the prior written consent of CEANY. CEANY Memberships are unique to each individual (i.e. User) and are non-transferrable.

- 12. Force Majeure.** No Party shall be charged with any breach, damage or cost arising from unforeseeable causes beyond the control or without the fault or negligence of the Party, including, but not limited to, acts of God or a public enemy, acts of government, fires, floods, strikes, lockouts, and embargoes.
- 13. Waiver.** No waiver of any rights shall be effective unless assented to in writing by CEANY waiving such rights, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- 14. Severability.** If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.
- 15. Order of Precedence.** In the event of an inconsistency of conflict between these Terms and any other documents referenced herein, these Terms shall control only all matters directly relating to the Corporate Membership.
- 16. Entire Agreement.** These Terms and any attachment or policy included thereto, are the entire agreement of the parties regarding the subject matter hereof and supersede and govern all other agreements or communications between the parties, oral or written, regarding such subject matter.
- 17. Changes to Terms.** CEANY reserves the right, in its sole discretion, to change the Terms under which Corporate Membership is offered. The most current version of the Terms will supersede all previous versions. CEANY encourages you to periodically review the Terms on the CEANY Website to stay informed of our updates.