

SAN FRANCISCO PRIDE®

San Francisco Lesbian Gay Bisexual Transgender Pride Celebration Committee, Inc.

MEMBERSHIP LIST PERMITTED USE AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on this ____ day of _____, ____ by and between San Francisco Lesbian Gay Bisexual Transgender Pride Celebration Committee, located at 1663 Mission Street, Suite 305, San Francisco, CA 94103 ("SF Pride"), and _____ (the "Receiving Member") with an address at _____ for the purpose of preventing the unauthorized disclosure of Confidential Membership Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential membership information.

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all SF Pride members' names and addresses, as well as and/or any material that has or could have commercial value or other utility in the business in which SF Pride is engaged.
2. **Exclusions from Confidential Information.** Receiving Member's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure; (b) subsequently becomes publicly known through no fault of the Receiving Member (this does not include information that becomes known through use or research of any information disclosed through this Agreement); (c) discovered or created by the Receiving Member before disclosure by SF Pride; (c) learned by the Receiving Member through legitimate means other than from the SF Pride or SF Pride's representatives (this does not include information that becomes known through use or research of any information disclosed through this Agreement); or (d) is disclosed by Receiving Member with SF Pride's prior written approval.
3. **Obligations of Receiving Member.** Receiving Member shall hold and maintain the Confidential Information in strictest confidence for the sole purpose of the Receiving Member only communicating with other SF Pride members regarding SF Pride business. A copy of any written communication to the membership needs to be provided to the Executive Director 48 hours prior to the distribution of the communication to the Membership.

Receiving Member shall not disclose, copy, share, reveal, allow the inspection of, transmit electronically or in any other way to any other person or entity, any Confidential Information. Receiving Member shall not use for Receiving Member's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of SF Pride, any Confidential Information.

Receiving Member shall return to SF Pride the Confidential Information disclosed to the Receiving Member, as well as any and all records, notes, and other written, printed, or tangible materials in his/her possession pertaining to Confidential Information immediately to SF Pride upon written request, within 5 days. Receiving Member shall also return the Confidential Information disclosed to the Receiving Member upon notification of his/her loss of standing whether due to membership lapse or disqualification or for other reason. Receiving Member shall immediately return the confidential Information, regardless of whether he/she is able to cure the loss of standing status and make a renewed request for confidential information.

Receiving Member may not represent themselves as a representative of SF Pride, or use SF Pride's logos or trademarks, unless expressly approved, in advance and in writing by SF Pride.

SAN FRANCISCO PRIDE®

San Francisco Lesbian Gay Bisexual Transgender Pride Celebration Committee, Inc.

MEMBERSHIP LIST PERMITTED USE AND NON-DISCLOSURE AGREEMENT

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Member's duty to hold Confidential Information in confidence shall remain in effect perpetually, or until SF Pride sends Receiving Member written notice releasing Receiving Member from this Agreement.
5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose.
6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted as valid so as to best effect the intent of the parties.
7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the Parties. Only SF Pride may assign or transfer this agreement and such assignees shall be bound by its terms. Receiving Member may not assign or transfer this agreement to others and is solely and individually responsible for maintaining its obligations under this agreement and understands that in addition to other injunctive relief available to it, any violation of the terms herein shall constitute immediate termination of membership standing and all membership privileges.

Signed,

SF Pride:

Receiving Member:

Printed Name:

Printed Name:

Title: _____

Dated: _____

Dated: _____