

AUXILIARY CHAPTER AGREEMENT

This Agreement is by and between Colorado Seminary which owns and operates the University of Denver and its Osher Lifelong Learning Institute (“OLLI at DU”) and Wind Crest Retirement Community (“Auxiliary Chapter”).

PURPOSE: To provide the members of Auxiliary Chapter the opportunity to participate in OLLI at DU at locations provided by and classes selected by the Auxiliary Chapter. OLLI at DU is a membership program designed for seasoned men and women age 55 and “better” who wish to pursue lifelong learning in the company of like-minded peers.

OLLI at DU WILL:

1. Make available all teaching materials for classes in the OLLI library (“Materials”) at no cost to the Auxiliary Chapter. Materials (based on availability) may be checked out for a reasonable amount of time as determined by OLLI at DU.
2. Provide handbooks to each class leader selected by Auxiliary Chapter (“Facilitator”) and provide coaching to Facilitators two times per year.
3. Provide OLLI at DU newsletters to Auxiliary Chapter.
4. Extend invitation to members of Auxiliary Chapter for “Hot Topic” luncheons, held three times per year.
5. Extend OLLI at DU members’ price to auxiliary members for The Summer Seminars of OLLI at DU.
6. Extend invitation to any major event sponsored by OLLI at DU.

AUXILIARY CHAPTER WILL:

1. Publicize the OLLI at DU program to potential members of Auxiliary Chapter that are residents of the Auxiliary Chapter’s retirement and/or local community. OLLI at DU shall have the right to approve or disapprove in advance of use the contents, appearance and presentation of any and all promotional materials.
2. Pay a \$25 annual membership fee for each member (“Membership Fee”) payable to OLLI at DU entitling each Auxiliary Chapter member to participate in Auxiliary Chapter programs throughout the year from July 1 to July 1 (“Membership Term”) to be paid before participation.
3. Recruit and register a minimum of twenty-five paid Auxiliary Chapter members prior to the start of a Membership Term in order to form (or continue) an Auxiliary Chapter. If the minimum number of paid Auxiliary Chapter members is not met, OLLI at DU reserves the right to terminate this Agreement.

4. Keep records of participation of all Auxiliary Chapter members and payment of the Membership Fees and provide access to all such records to OLLI at DU upon request.
5. Provide meeting rooms and AV equipment as necessary to conduct classes.
6. Provide support for Facilitators, including copying of Materials for class.
7. Be responsible for picking up and returning Materials, and the replacement of or payment for damaged or lost Materials.
8. Use all of the Materials consistent with United States copyright and intellectual property law and only for purposes of research, education or other non-commercial use.
9. Determine curriculum and schedule for each class.

GENERAL TERMS

Renewal of this Agreement is contingent upon agreement of all Parties. A Party may withdraw from the Agreement prior to the start of a new Membership Term, at which time the Party shall have no further commitments or obligations under this Agreement.

This Agreement shall be terminated:

1. If the Auxiliary Chapter willfully defaults in making payment of the Membership Fees as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by OLLI at DU.
2. If either party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach within thirty (30) days of notification in writing by the other party.

Upon termination of this Agreement, OLLI at DU shall immediately cease to make available the Materials to the Auxiliary Chapter. Auxiliary Chapter shall immediately cease all use of the Materials and return all Materials in Auxiliary Chapter's possession to OLLI at DU. Upon termination of this Agreement by Auxiliary Chapter due to a breach of this Agreement by OLLI at DU, OLLI at DU shall refund the proportion of the Membership Fees that represents the paid but un-expired part of the term of this Agreement.

Nothing contained in this Agreement shall be construed to create a joint venture, partnership, agent or employment relationship as between OLLI at DU and Auxiliary Chapter.

Except as otherwise provided herein, OLLI at DU and Auxiliary Chapter shall not use the other's name in any advertising, promotion or sales literature without first obtaining the written consent of the other.

OLLI at DU and Auxiliary Chapter shall each maintain, at its own expense, general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars

(\$2,000,000) aggregate for bodily injury, death and property damage liability. Evidence of such insurance shall be provided to the other upon request.

It is expressly understood and agreed that nothing contained herein shall give or allow any claim or right of action by any other or third person not a party to this Agreement. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

OLLI at DU and Auxiliary Chapter shall each comply with all applicable laws regarding affirmative action and equal opportunity in fulfilling this Agreement and shall not discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion, disability, or sexual orientation.

This Agreement constitutes the entire agreement among the Parties and supersedes all prior discussions and negotiations concerning the subject matter hereof.

This Agreement may be modified only by a writing executed by each party.

Each individual signing below on behalf of their respective party hereto hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of their respective party.

This Agreement is agreed to as of the date of the last signature below and shall continue for one year unless terminated by either party as provided herein.

Auxiliary Chapter:

Wind Crest Retirement Community

Authorized Signature

Name: _____

Title: _____

Date: _____

OLLI at DU:

Colorado Seminary which owns and operates the University of Denver and its Osher Lifelong Learning Institute

Authorized Signature

Name: _____

Title: _____

Date: _____