

The Ready Rating™ Program Membership Agreement

This Membership Agreement ("Agreement") for the Red Cross Ready Rating Program ("Program") is entered into by and between the American National Red Cross, a Federally chartered instrumentality of the United States and a charitable and nonprofit corporation ("Red Cross"), and the participant organization that has registered on the Red Cross website www.readyrating.org ("Participant"). By accepting the Agreement on the website, Participant agrees as follows:

1. Term. The term of this Agreement begins on the date on which Participant agrees to this Agreement via the Program website ("Website"), and continues unless it is terminated as provided below ("Term").

2. Program. There is no fee or donation required for membership in the Program. Participant shall participate in and be considered a member of the Program. Red Cross will provide, via the Website, a framework and tools (collectively, "Program Tools") by which Participant may conduct its own assessment of how well it is prepared, create emergency plans and procedures for its operations locations and buildings ("Facilities") and communicate, internally and in the community, its commitment to and membership in the Program. In addition, if Participant adheres to certain requirements described below, it may display a special Ready Rating "Seal."

3. Use of Names, Logos, and Marks.

- (a) Participant shall not use the names, logos or marks of the Red Cross or the Program, or any descriptions of the Program, in any manner whatsoever without the prior written consent of the Red Cross for each use. A limited license for such use is provided below.
- (b) Provided that Participant first completes an assessment with regard to its Facilities with the Program Tools, the Red Cross hereby consents to the following limited use: If Participant makes a commitment to increase its level of preparedness for disasters and emergencies that may affect its Facilities, and a commitment to encourage and help individuals who regularly use such Facilities ("Individuals") to increase their preparedness for disasters and emergencies that may affect them at the Facilities, at home or elsewhere; then Participant may display the Program's official seal ("Seal"), which signifies that it is a member of the Program. Such display must be in strict conformance with the graphics standards for the Seal as set forth on the Website, and may be displayed in any or all of the following ways: in printed form at the Facilities, on Participant's intranet or public website (with or without a link to the Website), or in written communications to third parties (such as but not limited to in annual reports, newsletters, marketing and advertising).

4. Confidentiality. For purposes of this Agreement, "Red Cross Confidential Information" means the content of this Agreement, the Program Tools, the information and content that the Red Cross provides to Program members via a password-protected portion of the Website, and Participant's username and password for accessing same. Participant shall not disclose any Red Cross Confidential Information to any third party without the prior written consent of the Red Cross unless required by law, in which case Participant, if feasible, shall provide advance notice to the Red Cross so that it may seek a protective order or other remedy. The Red Cross shall not disclose to any third party any scores, results or plans from any self-assessments or plans created by Participant using the Program Tools ("Scores, Results or plans and procedures") without the prior written consent of Participant, unless (i) required by law, or (ii) deemed appropriate by the Red Cross to correct a misleading or improper disclosure by Participant, provided that the Red Cross first must give Participant an opportunity to correct such disclosure itself. **SHOULD PARTICIPANT DISCLOSE TO ANY THIRD PARTY ANY SUCH SCORES OR RESULTS, PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE RED CROSS WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR SUCH DISCLOSURE OR FOR ANY LOSSES OR DAMAGES TO PARTICIPANT THAT RESULT FROM SUCH DISCLOSURE.** Any such disclosure shall be made only with the consent of the Red Cross per Section 4(a) above, and shall prominently mention that any such Scores or Results are based on Participant's self-assessment and not on any assessment by the Red Cross.

5. Indemnification. To the maximum extent provided by law, Participant shall indemnify, defend and hold harmless the Red Cross, its officers, governors, agents, directors, employees and volunteers (collectively, the "Red Cross Indemnitees") in respect of any and all claims and causes of action, including without limitation, settlement costs, reasonable attorneys fees and any other expenses for investigating or defending any actions or threatened actions (collectively, "Liabilities") arising from or in connection with the Program or activities performed hereunder as they relate to Participant and to the extent caused by

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Participant, including but not limited to: (i) Participant's breach of any obligation under this Agreement; (ii) Participant's failure to comply with applicable federal, state and local laws, regulations and ordinances; (iii) Participant's misuse of the Seal; (iv) Participant's disclosure of its Scores or Results; and (v) any other cause of action or claim arising out of the Program or related activities conducted by Participant; except however, to the extent and proportion such Liabilities are directly caused by the negligence or intentional misconduct of the Red Cross Indemnitees, Participant shall have no indemnification obligation to the Red Cross Indemnitees. Notwithstanding the foregoing provisions of this Section 6, the parties agree that if Participant is a governmental entity, Participant shall only be obligated to indemnify the Red Cross Indemnitees to the extent allowable under applicable statute or court order.

6. Disclaimers and Limitation of Liability. Participant's participation and/or membership in the Program does not guarantee or ensure that (i) the Facilities and Individuals will suffer no adverse impact from a disaster or emergency; (ii) the operations of the Facilities are sufficient to survive a disaster or emergency or are sufficient for safe operation; or (iii) the Facilities are in compliance with any federal, state or local laws, regulations, rules, codes or ordinances, or Participant's own internal requirements; and Participant shall not indicate or imply to any third party that such participation and/or membership in the Program guarantees or ensures any of the foregoing. The Red Cross is not responsible for the acts, failures to act, or omissions of Individuals or of Participant, its agents, contractors or employees. Neither the offering of the Program nor the rights and obligations of Red Cross under this Agreement shall constitute an undertaking on behalf, or for the benefit, of Participant, Individuals or others, and neither the Individuals nor any others shall be considered third party beneficiaries to this Agreement. No supervisory activities will be performed by the Red Cross. The Red Cross assumes no authority or obligation to make changes in any Facility or Participant operations or to have Participant implement any or all of the components of the Program. It is solely the responsibility of Participant to decide whether or not to follow suggestions made by the Red Cross, its agents or employees in the context of the Program.

PARTICIPANT ACKNOWLEDGES AND AGREES THAT (SOLELY AS BETWEEN PARTICIPANT AND THE RED CROSS) IT IS SOLELY RESPONSIBLE FOR THE DISASTER AND EMERGENCY PREPAREDNESS OF ITS FACILITIES, OPERATIONS AND EMPLOYEES, THAT THE PROGRAM IS ONLY A TOOL TO HELP PARTICIPANT DETERMINE THE ACTIONS IT MAY TAKE TO ACHIEVE ITS DESIRED LEVEL OF DISASTER AND EMERGENCY PREPAREDNESS AT THE FACILITIES, AND THAT THE PROGRAM MAY NOT IDENTIFY, PREVENT OR MITIGATE DAMAGE TO ITS FACILITIES OR ADVERSE IMPACT ON ITS OPERATIONS AS A RESULT OF A DISASTER, AN ACT OF WAR, TERRORISM, OR EMERGENCY. UNDER NO CIRCUMSTANCES SHALL THE RED CROSS BE RESPONSIBLE FOR (i) PARTICIPANT'S USE OF THE CONTENT OF THE PROGRAM OR THE PROGRAM TOOLS, (ii) ANY INFORMATION RELEVANT TO PARTICIPANT THAT IS OMITTED IN THE PROGRAM, (iii) PARTICIPANT'S OR ANY PERSON'S RELIANCE ON ANY INFORMATION IN THE PROGRAM, WHETHER OR NOT THE INFORMATION IS CORRECT, CURRENT OR COMPLETE, AND (iv) THE CONSEQUENCES OR ACTIONS TAKEN OR FAILED TO BE TAKEN BY PARTICIPANT OR ANY OTHER PERSON WHETHER OR NOT BASED ON INFORMATION PROVIDED BY OR AS A RESULT OF THE PROGRAM. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT, THE RED CROSS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO THE PROGRAM, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED. THE RED CROSS WILL NOT BE LIABLE FOR PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, LOST DATA OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM. PARTICIPANT ACKNOWLEDGES AND AGREES THAT (SOLELY AS BETWEEN PARTICIPANT AND THE RED CROSS) IT SHALL BE SOLELY RESPONSIBLE FOR RISK OF LOSS OF ANY FACILITY AND TO ADEQUATELY INSURE OR SELF-INSURE SUCH FACILITY AND PARTICIPANT'S BUSINESS INTERRUPTION AND EXTRA EXPENSE EXPOSURES AT ALL TIMES.

7. Termination. Red Cross may end the Program at any time. Participant may withdraw at any time. Red Cross may terminate Participant's participation in the Program upon providing written notice to Participant.

8. Continuation of Eligibility to use the Ready Rating Seal If, in return for the privilege to display the Ready Rating Seal, Participant makes a commitment to increase its level of preparedness for disasters and emergencies that may affect its Facilities, and a commitment to encourage and help individuals who regularly use such Facilities ("Individuals") to increase their preparedness for disasters and emergencies that may affect them at the Facilities, at home or elsewhere; then at the end of the initial twelve (12) month period of Participant's enrollment in the Program, Participant's score on its then most recent self-assessment using the Program Tools must be greater than its first such self-assessment score (or equal to same if there is no

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higher score attainable). For each twelve (12) month period thereafter, Participant's score on its then most recent self-assessment is expected to increase as long as there is a higher score to achieve. If such continued performance improvement is not achieved, Red Cross may, but shall not be obligated to terminate Participant's eligibility for the Program, or take other steps designed to assist participate in improving its score.

9. Independent Contractor. The Red Cross is providing to Participant the Program hereunder as an independent contractor and nothing herein will create any association, partnership or joint venture between the parties hereto or any employer-employee relationship. Neither party may act for or on behalf of or in the name of the other party.

10. Other Provisions. This Agreement, which includes the graphics standards for the Seal as referenced herein, contains the entire understanding and agreement of the parties relative to the subject matter of this Agreement, and there are no other understandings and agreements relative thereto. Any prior agreement between the Participant and the Red Cross (or any Red Cross chapter or unit) relating to Program membership is deemed terminated effective as of the day before the first day of the Term of this Agreement, except with regard to any provisions that survive termination pursuant to the express terms of such prior agreement. Neither the content of the Website (other than this Agreement and the referenced graphics standards), nor of any other materials provided or communications made by the Red Cross prior to or during the Term, shall be considered a part of this Agreement. This Agreement may be amended only by a writing signed by both parties, except that the referenced graphics standards may be revised unilaterally by the Red Cross. No waiver shall be binding unless in writing signed by the party making the waiver. The headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

11. Authority. Participant represents and warrants that the individual who entered Participant into the Program is duly authorized to do so and to agree to all of the terms and conditions contained herein, on behalf of Participant.

BY SUBMITTING THIS AGREEMENT TO THE RED CROSS, PARTICIPANT IS SIGNIFYING ITS INTENT TO ENTER THE PROGRAM AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PROGRAM AS THEY MAY BE AMENDED FROM TIME TO TIME.

I ACCEPT

I DECLINE