



ZONTA INTERNATIONAL DISTRICT 12 AFFILIATION AGREEMENT

This affiliate agreement ("Agreement") effective February 17, 2025 is made between Zonta International, an Illinois nonprofit corporation, and District 12.

1. ESTABLISHMENT OF DISTRICT

- 1.1. **District.** Zonta International authorized the establishment of the District and recognizes the District as an affiliate of Zonta International.
- 1.2. **Territory.** The District is authorized to operate within the geographical territory or territories determined by Zonta International.
- 1.3. **Purpose.** The purposes of the District are:
 - (a) To function as an affiliate of Zonta International in the attainment of the Objects of the organization as stated in the Zonta International Bylaws.
 - (b) To promote the programs of Zonta International within the district.
 - (c) To inspire and assist clubs to implement the goals and programs of Zonta International.
 - (d) To serve as a link between the clubs in the district and the Zonta International Board and committees.

2. DISTRICT OBLIGATIONS

- 2.1. The District shall comply with the terms of the Zonta International Bylaws, Rules of Procedure and policies and shall use the Zonta International District & District Conference Manual as a guideline for the District's operations.
- 2.2. The District's bylaws, rules of procedure and policies shall be consistent with the Zonta International Bylaws, Rules of Procedure and policies. If any amendment to the Zonta International Bylaws, Rules of Procedure or policies causes the District's bylaws, rules of procedure or policies to conflict with those of Zonta International, the District's bylaws, rules of procedure or policies shall be amended to conform to those of Zonta International. If required by the jurisdiction in which the District resides, the District shall take all necessary action to amend its bylaws, rules of procedure or policies to conform to those of Zonta International.
- 2.3. The District's programs, activities, projects and events shall be conducted in accordance with applicable legal and regulatory provisions, using the highest ethical standards.
- 2.4. The District shall hold at least one district conference per biennium on dates approved by the Zonta International president.

2.5. Each area shall hold at least one meeting or workshop annually to promote the objects and programs of Zonta International.

3. LICENSE FOR USE OF ZONTA INTERNATIONAL NAME AND LOGO

3.1. During the term of this Agreement, Zonta International grants to the District the following:

a. A nonexclusive and nontransferable license for use of words "Zonta International" or "ZONTA" as a part of the District's name.

b. A nontransferable license to use the District logo developed by Zonta International.

3.2 Except for the licenses set forth above, the District shall not use the name of Zonta International or any Zonta International logo without the express permission of Zonta International. For permission to use the Zonta International logo or "Z" logo on merchandise or in any other manner, the District shall contact Zonta International headquarters.

3.3 In exercising its rights granted under this paragraph, the District shall consult and comply with the *Guidelines for Use of Zonta's Name and Symbols*.

4. SEPARATE ENTITIES

Zonta International and the District expressly agree that they are, and shall remain, separate entities and that no partnership, joint venture or agency is created by virtue of this Agreement. Neither party shall be authorized to incur any liability, obligation or expense on behalf of the other. The District is not liable or responsible for the debts or obligations of Zonta International, and Zonta International is not liable for the debts or obligations of the District.

5. DISTRICT CORPORATE STRUCTURE [US ONLY]

The District shall be and shall remain incorporated as a nonprofit corporation under the laws of the state(s) in which it resides and shall maintain federal income tax exemption either as a part of Zonta International's group exemption or independently.

6. MEMBERSHIP AND DUES

Each Zonta Club within the established boundaries of the District, and each e-club assigned by Zonta International shall be a member of the District. The District may set dues for members.

7. TERMINATION

7.1. This Agreement may be terminated by the Zonta International Board for failure of the District to comply with the terms and obligations set forth in this Agreement and the Zonta International Bylaws, rules of procedure and policies. Without cause, Zonta International may terminate the agreement with a 90-day written notice.

7.2. The procedure for termination shall be established by the Zonta International Board.

8. MISCELLANEOUS

8.1. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and jurisdiction and venue for any dispute shall exclusively reside in courts seated in Chicago, Illinois.

8.2. **Notices.** Any notices or communications required under this Agreement will be in writing and will become effective five (5) days after mailing, postage prepaid, addressed to the presiding Governor of the recipient party. For notices to Zonta International, a copy must be sent to the Executive Director at Zonta International Headquarters.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, effective as of the date first written above.

District 12

By: Debbie Sundberg
Printed name: Debbie Sundberg
Title: Governor of District 12
Date: February 17, 2025
Address: 1835 Rehberg Lane
Billings, MT 59102
UNITED STATES

ZONTA INTERNATIONAL

By: Megan Radavich
Printed name: Megan Radavich
Title: Executive Director
Date: 2/26/2025

EXHIBIT A

GEOGRAPHIC AREA OF DISTRICT

District 12 operates in the following countries (States for the UNITED STATES):

- Colorado, USA
- Montana, USA
- South Dakota, USA
- Wyoming, USA