

DISCOUNT PROGRAM AGREEMENT

Upon the terms and conditions set forth herein, _____ (“Company”) and the Cook County Farm Bureau (“CCFB”) agree to participate in the program of offering discounts to CCFB members on the purchase of certain products or services from Company.

1. **TERM.** The initial term of this agreement (the “Agreement”) shall be one year, commencing on the date contract is submitted to CCFB. Unless otherwise terminated as provided herein, this Agreement shall continue for successive one year periods after the initial term.
2. **DISCOUNT.** Company will offer a discount to CCFB members and include information on how to obtain such discount.
3. **CARDS.** CCFB provides membership cards to its members on an annual basis. During the term of this Agreement, CCFB will continue to provide such cards on an annual, or more frequent, basis. Company will require customers to present their CCFB membership cards prior to obtaining the discounts on its products or services as agreed to herein.
4. **ADVERTISING.** CCFB may advertise the availability of this discount program, including asking Company to place cards or a sign at its place of business indicating the availability of the discount. In all such advertising CCFB will identify the specific Company location(s), where the discount program is in effect.
5. **TERMINATION:** Either party hereto shall have the right to terminate this Agreement upon 30 days written notice of termination delivered to address of the other party.
6. **INDEMNIFICATION.** Company agrees to indemnify, defend, save and hold the CCFB and its directors, officers, employees and agents harmless from and against any damages, claims, judgments, losses, and liabilities whatsoever, including attorneys’ fees, arising out of the acts or omissions on the part of Company and its directors, officers, employees or agents in connection with the discount program as set forth in this Agreement.
7. **ASSIGNABILITY.** This Agreement shall be binding upon and shall inure to the benefit of the successors and authorized assigns of the parties hereto. Neither party hereto may assign its interest herein without the written consent of the other party.
8. **RELATIONSHIP.** Nothing in this Agreement is intended to or shall be deemed to constitute a partnership, joint venture or agency relationship between the parties. In no event shall this Agreement be construed as an approval, guarantee, representation or endorsement by CCFB of Company or Company’s products or services. All purchases of products or services will constitute direct agreements between the CCFB member and Company. CCFB will not be involved in the purchasing process or be responsible for any problems that may arise from a member’s purchase.
9. **LAW GOVERNING:** This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no amendment or modification thereof, or addition thereto, shall be valid or effective unless same shall be in writing and signed by each of the parties.
11. **WAIVER:** No failure or delay on the part of either party in exercising any right under this Agreement shall operate as a waiver thereof.
12. **SEVERABILITY:** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, and the remainder of the Agreement shall otherwise remain in full force and effect.
13. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this agreement have caused it to be executed and hereby acknowledge receipt of an executed copy hereof.

By: _____
Title: _____
Date: _____

Cook County Farm Bureau
By: _____
Title: _____
Date: _____