

Service Referral Agreement

This agreement between the _____ Chamber of Commerce (Chamber) and the Kentucky Retail Federation, Inc. (KRF) hereby outlines the responsibilities of both organizations in providing a member service program partnership.

THIS SERVICE REFERRAL AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2010, ("Effective Date") by and between _____ Chamber of Commerce ("Chamber"), and **Kentucky Retail Federation** ("KRF").

WITNESSETH:

WHEREAS, Retailers provide jobs, pay taxes, provide products and services and support the local economy in numerous other ways, and

WHEREAS, the Chamber of Commerce desires to service the needs of and garner the interest of local retailers and encourage them to participate in local Chamber activities, and .

WHEREAS, the Kentucky Retail Federation represents the retail industry across the state and desires to work with the Chamber of Commerce to encourage retailer participation in local Chamber activities, and

WHEREAS, the Chamber and the KRF seek to increase retailer participation in programs, provide information to retailers to help them become more profitable and build retail membership in both organizations, and

NOW, THEREFORE, the parties hereto, hereby agree as follows:

SECTION 1

Responsibilities

- 1.1 The Chamber and KRF agree that whenever possible, each party will work together for the purpose of advancing each other's membership goals.
- 1.2 KRF will provide services to the Chamber including but not limited to providing retail specific legislative and regulatory information, issue briefings, retail industry news feeds and industry trends and updates, communications services, make presentations to members regarding retail related issues and help in the formation of a "Retail Merchants Council."
- 1.3 The Chamber will market KRF services as a member benefit to members. Likewise, KRF will promote local Chamber activities to its members.
- 1.4 The Chamber agrees that it must be a member in good standing in the Kentucky Chamber of Commerce Executives Association (KCCE) in order for this agreement to remain in effect.

SECTION 2

Term

If to Chamber: _____

Attention: _____

- 5.3 No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 5.4 This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 5.5 If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties represent and warrant that they have the ability to enter into this agreement on behalf of their respective Companies and agree that facsimile signatures shall be as effective as if originals.

“KRF”

By: Tod A. Griffin

Its: President

“Chamber”

By: _____

Its: _____

ATTACHMENT A

The Chamber and KRF hereby agree to the following:

1. Chamber Associate Member dues shall be payable to KRF according to the following schedule:
 - A. Chambers with annual dues income less than \$150,000 shall pay dues of \$180 per year.
 - B. Chambers with annual dues income between \$150,001 - \$500,000 shall pay dues of \$280 per year.
 - C. Chambers with annual dues income more than \$500,000 shall pay dues of \$380 per year.