

CONSERVATION PARTNERSHIP PROGRAM TERMS OF SERVICE

This Terms of Service (“Terms”) is a legally binding agreement that governs your use of the Conservation Partnership Program, the Conservation Associate and Certification logos and/or related programs offered by the Conservation District of Southern Nevada, including those accessed through party web sites (collectively, the “Service”). In this agreement, “CDSN” means Conservation District of Southern Nevada, a government agency with offices at 5820 S. Pecos Rd, A-400, Las Vegas, Nevada, 89120; and “You” means any person or organization accepted into the CDSN’s Conservation Partnership Program. By applying for membership in the Conservation Partnership Program, you agree to be bound by these Terms.

CDSN established the Conservation Partnership Program to promote conservation, energy efficiency, recycling, and sustainability while providing recognition for those individuals, businesses, and non-profit and government organizations taking a leadership role in those activities.

Subject to your acceptance of these Terms, and as required by law, any organization or authorized agent of an organization may submit an application to participate in the CDSN’s Conservation Partnership Program. Processing fees must be submitted along with the application. Fees are non-refundable. Only complete applications will be considered. CDSN is a government agency and documents you send us may become public information.

1. Definitions:

- a. “CDSN”, “We,” “Us,” or “Our” means the Conservation District of Southern Nevada.
- b. “Applicant” means any person, corporation, or other organization who has applied to become a member of the Conservation Partnership Program.
- c. “Application” means the form(s) provided by CDSN.
- d. “Processing Fees”, “Fees” means the amount in US funds payable to the Conservation District of Southern Nevada.
- e. “Conservation Partnership Program” or “Program” means collectively all of the membership options or levels of the CDSN’s Conservation Partnership Program.
- f. “Member”, “You”, or “Your” means any person, corporation, or other organization accepted as a member of the CDSN’s Conservation Partnership Program.

2. **Application and Fees.** Submission of a signed Application with accompanying Fees signifies the intent of Applicant to enter into the Program in order to receive specified services. CDSN reserves the right to modify the Application and Fee structure at its discretion.

3. **Acceptance into Program subject to approval by CDSN.** Applications will be evaluated by CDSN. At the discretion of CDSN, Applicants submitting the proper fees and demonstrating achievement of Program goals will be invited into the Program and offered the Services specified in this Agreement.

4. **Term.** Upon acceptance into Program, this Agreement shall commence on the last date shown on the signature page and be in effect for a period of one year, unless terminated in accordance with the terms and conditions specified in this Agreement.
5. **Program Services:**
 - a. Partner, Associate, and Certification members:
 - i. CDSN agrees to promote and display Partner's name and logo (if provided) on the Program website and materials.
 - ii. CDSN agrees to provide and grants to Associate member a non-exclusive, non-transferable, revocable limited license to use, reproduce, promote, and display the Conservation Associate logo for your commercial use. CDSN agrees to promote and display Associate member's name and logo (if provided) on the Program website and materials.
 - iii. CDSN agrees to provide and grants to Certification member a non-exclusive, non-transferable, revocable limited license to use, reproduce, promote, and display the Conservation Certification logo at the level you are certified (bronze, silver or gold) for your commercial use. CDSN agrees to promote and display Certification member's name and logo (if provided) on the Program website and materials.
 - b. You agree not to change, or alter the Program materials except as specifically allowed in this Agreement. Logos and related graphics may be adjusted for size and print quality.
 - c. Parties are hereby authorized to promote and make public reference to your usage of the Program and Service.
 - d. Parties shall not provide, rent, sell, lease, or otherwise transfer logos or other Program content to third parties outside the normal function and scope of their own business advertising and promotion.
6. **User Content.** You agree that your use of and conduct on the Service shall be lawful and your logo and/or user content will not:
 - a. include offensive comments or symbols that are connected to race, national origin, gender, sexual preference or physical handicap;
 - b. include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;
 - c. defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;
 - d. promote violence or describe how to perform a violent act.
 - e. CDSN reserves the right to, at any time; remove any and all user content that it believes violates these Terms.
7. **Ownership of Intellectual Property.** Unless otherwise specified in writing, this Agreement does not give either party ownership rights or interests in the other party's software, computer programs or hardware, materials, publications, or intellectual property.

- 8. Binding.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- 9. Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to the extent be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified or interpreted by the court so as to reasonably effect the intent of the parties and the parties shall replace any such invalid or unenforceable provision with valid and enforceable provision(s) that are consistent with the modifications made by the court. All other provisions of this Agreement shall remain in full force and effect.
- 10. Entire Agreement.** This Agreement and any associated Order hereunder constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral communications between the parties. Except as expressly set forth herein, no other prior or contemporaneous covenants, promises, representations, or warranties of any kind, whether written or oral, have been made or can be relied in by either party as an inducement to enter into this Agreement.
- 11. No Oral Modification.** This Agreement shall not be amended or otherwise modified, except by a later written agreement that expressly states that it is an amendment or modification and that is signed by both parties. Except as set forth in such amendment or modification, no provision or statement in any document delivered in connection with this Agreement shall impose any additional or different obligation upon the parties.
- 12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada.
- 13. Forum.** Each party consents to the forum of Clark County, Nevada for bringing any claim that relates to or arises from these Terms.
- 14. No Jury Trial.** The parties agree to waive any right to a jury trial that either party might otherwise have in any and all courts.
- 15. No Wavier.** No wavier or failure to exercise any option, right, or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any option, right, or privilege.
- 16. Headings and References.** The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to Sections shall, unless otherwise provided, refer to Sections hereof.
- 17. Assignment.** Member may not assign or transfer any of the rights or duties hereunder without the prior written consent of CDSN. Any act which is inconsistent with the terms of this Section shall be null and void ab initio.
- 18. Indemnification.** In no case shall either party's limit of liability for indemnification claims arising under, out of, or related to this agreement exceed the amount of fees last fully paid by member to CDSN.

19. Termination.

- a. A party may terminate this Agreement for any reason upon thirty days notice to the other party. Upon conclusion of the thirty days, member will promptly remove CDSN's data from your site(s) and cease use of services.
- b. Member will promptly remove CDSN's data from your site(s) and cease use of services on Termination of this Agreement for any reason.

20. Trademarks, Copyrights. This Agreement does not give either party ownership rights or interests in the other party's trade names, trademarks, or service marks – whether or not such marks are registered.

21. No Third Party Beneficiaries. This Agreement is solely by and between, and may be enforced only by, member and CDSN. This Agreement shall not be deemed to create any rights in or obligations to any third parties.

22. Closure. No action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one year after the cause of action occurred.

23. CDSN's Designated Agent is:

Jennifer Clifford
District Coordinator
Conservation District of S. Nevada
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