

# **Colorado Water – Live Like You Love It® Toolkit Use Agreement**

The undersigned individual agrees to the following Terms of Use for the Colorado Water – Live Like You Love It® Communication Toolkit materials (files). The Colorado Water – Live Like you Love It Communication Toolkit materials are a product of Colorado WaterWise (“CWW”).

1. The undersigned Colorado WaterWise member/individual agrees to pay their applicable current member dues and annual dues thereafter while the Communication Toolkit materials are being used. Failure to pay annual dues will result in revocation of access to files and materials. The Welcome Toolkit materials are available complimentary to CWW members at the \$250 level. The full Toolkit of materials are available complimentary to CWW members at the \$500 and up level.

2. The undersigned member/individual agrees to not alter the Colorado Water – Live Like You Love It name, logo, slogan or any other Toolkit materials (files), except to add co-branded logo and website URL.

3. The undersigned member/individual agrees to not share, sell, copy, or disseminate, the Communication Toolkit materials (files) with any other party, unless CWW provides written consent. However, sharing materials through your organization’s social media channels is encouraged!

4. Subject to the terms and conditions of this Agreement, CWW grants the member/individual the right to use the Communication toolkit materials and trademarks in connection with educational purposes, personal use, and non-commercial purposes in accordance with the applicable CWW usage guidelines herein.

5. The member/individual shall indemnify and hold CWW harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Member’s or individual’s respective website or social media channels, or any third-party infringement claims.

6. The undersigned member/individual agrees to release and hold harmless Colorado WaterWise, its officers, agents, contractors and employees from liability for any consequential, incidental, indirect, or punitive damages, regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise. CWW is not liable for any claims or damages of any kind or description that may arise from usage of the Colorado Water – Live Like You Love It Communication Toolkit materials. Any liability shall be limited to the amount paid for membership.

7. This Agreement will supersede any or all prior oral or written forms of understanding between the Parties. This Agreement may not be modified or amended, unless in writing signed by both parties.

This Agreement shall be governed by and executed in accordance with the laws of the State of Colorado. If there is a dispute at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement, unless the amount in controversy falls within the jurisdiction of small claims court. The venue shall be in Denver, Colorado.

In return, Colorado WaterWise agrees to the following:  
Colorado WaterWise agrees to provide to the CWW member/individual with the Live Like You Love It Toolkit materials (files) upon signed acceptance and receipt of these Terms of Use, and upon full payment of membership dues as noted above.

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Organization

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Contact person at above organization

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Email address for contact person

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Signature

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Date of Signature