



**WELCOMING CERTIFICATION AGREEMENT**  
between  
Welcoming America  
And  
Lexington-Fayette Urban County Government

This Agreement, effective as of execution (the “effective Date”), is by and between Welcoming America (“Welcoming America” or “WA”) established and registered in the state of Georgia, and the Lexington-Fayette Urban County Government (“Client”), whose place of business is in Kentucky, United States.

**1. OBLIGATIONS OF THE CLIENT**

1.1 The Client will perform all actions required to receive and maintain Certified Welcoming, as determined in good faith by WA. This includes compliance with the Welcoming Standard that WA has established and that it may modify from time to time, a current copy is included as part of this Agreement as an attachment.

1.2 The Client agrees that WA will have the right upon notice to audit Client for its compliance with Welcoming Standards, and in that process, WA may use contractors or other third parties.

1.3 The Client will not in any event make use of its Certification or lack thereof in such a manner as to bring Welcoming America into disrepute, and will not make any statement regarding its Certification or lack thereof, which is misleading or unauthorized, nor make any statement or other communication that is disparaging of WA or could place WA in a negative light.

1.4 The Client will only refer to or promote its Certification in accordance with the guidelines outlined in Welcoming Standards and the Certified Welcoming [Standard Operating Procedure](#), as provided by WA from time to time.

**2. CERTIFICATION FEES AND PAYMENT**

2.1 The Client will pay the Certification Fees of \$8,400, which are non-refundable. Non-payment of fees is grounds for immediate termination of this Agreement at any time by WA and withdrawal of the Certificate of the Client. The Lexington-Fayette Urban County Government is receiving a 30% discount on their \$12,000 Certified Welcoming fees for being a member of the Welcoming Network.



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### **3. OBLIGATIONS OF WELCOMING AMERICA**

3.1 The Certified Welcoming program of Welcoming America will provide Clients who are successful in their Certification with a Certificate designating that they have received and maintain Certification.

3.2 WA will license to Client the use of WA's Welcoming Certification mark and logo for use in compliance with this Agreement on a non-exclusive basis.

3.3 Without disclosing Client's "Confidential Information," Welcoming America will promote certified client communities on a regional, local, and international scale in its discretion.

### **4. CONFIDENTIAL INFORMATION AND OWNERSHIP OF MARKS**

4.1 Both Parties agree to maintain each other's non-public Confidential Information on a confidential basis, subject to disclosures required by law, regulation.

4.2 As between WA and Client, WA has and shall retain all right, title and interest, including any intellectual property rights, to any trademarks, trade names, logos, designs and other identifying or proprietary materials associated with WA or the Welcoming Certification.

### **5. DURATION AND TERMINATION OF CONTRACT**

5.1 This contract will be valid from the Effective Date and will continue in force for four years and may renew for additional periods subject to agreement by Client and Welcoming America and approval by Lexington-Fayette Urban County Council

5.2 Client may terminate this contract upon 30 days written notice to Welcoming America.

5.3 Welcoming America may terminate this contract upon notice with immediate effect if:

(a) the Client makes incorrect references to the Certification system, uses Certificates or the Welcoming America Certification Mark in an inaccurate or unauthorized way;

(b) the Client fails to pay Certification Fees;

(c) the Client is decertified;



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(d) a breach of any provision of this contract by the Client where, in case of remedial breach, the Client has failed to remedy the breach within 30 days of receiving notice of the breach from Welcoming America. This includes nonpayment of Certification Fees; or

(e) if Client fails to comply with the then current Welcoming Standards or Certified Welcoming [Standard Operating Procedure](#).

**6. SEVERABILITY; GOVERNING LAW**

6.1 Should any individual provisions of this contract be or become invalid in part or in whole, or should there be an omission in the present contract, the remaining provisions of the Agreement will remain valid.

6.2 This Agreement shall be governed by the internal laws of the State of Georgia, without regard to conflict or choice of law principles. Exclusive jurisdiction and venue for any disputes or claims shall be within the state and federal courts of the State of Georgia.

Agreed and Signed on \_\_\_\_\_.

Agreed and Signed on \_\_\_\_\_.

\_\_\_\_\_  
Kisha Wesley  
Operations Director  
Welcoming America

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Linda Gorton, Mayor  
Lexington-Fayette Urban  
County Government

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ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_