

legislative plans or strategies, finances, pricing strategies, marketing strategies, or business plans. The Parties shall not disclose any such information to any third party, except in the proper performance of duties under this Agreement. Further, the Parties shall implement reasonable measures to prevent such information from being otherwise disclosed.

5. **Termination.** Except as provided in Section 2 above, this Agreement may also be terminated upon thirty (30) days written notice by either Party or by mutual consent. In the event of non-compliance or breach by one of the Parties of the obligations binding upon it, the other Party may terminate the Agreement with immediate effect.
6. **Modification, Amendment, or Supplement.** Any Modification, Amendment, or Supplement to this Agreement shall be in writing and signed by the President of NFSA and a duly authorized representative of Ashland City Fire Department. The terms and provisions in this Agreement shall be applicable to any subsequent Modification, Amendment, or Supplement to this Agreement.
7. **Indemnification.** ACFD and NFSA shall indemnify, defend, and hold harmless the other Party, its chapters, officers, directors, employees, agents, successors, and assigns from any damages, claims, penalties, fees, interest, judgments, or causes of action arising from the performance or non-performance of duties under this Agreement, either Party's failure to comply with the terms of this Agreement, or either Party's breach of any representation or warranty given pursuant to this Agreement.
8. **Insurance.** It is the responsibility of ACFD to insure itself against any injuries or accidents. NFSA shall not bear any responsibility for the costs of sickness, accidents, or any other liability arising pursuant to the execution of this Agreement.
9. **Miscellaneous.**
 - a. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the other terms and conditions of this Agreement shall remain in full force and effect.
 - b. In the execution of this Agreement, the Parties shall comply with all federal, state and local rules, laws, ordinances, and regulations.
 - c. A Party's waiver of or failure to exercise its rights under this Agreement shall not be construed as a waiver of any other provision, right, or obligation under this Agreement.
 - d. Neither Party shall assign any rights, nor delegate or subcontract any obligations under this Agreement, without the prior consent of both Parties in a signed writing. Subject to these limits, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

AGREED:

Shane Ray, President
National Fire Sprinkler Association, Inc.

Date

???NAME & TITLE??
Ashland City Fire Department

Date