



# Memorandum of Understanding Between Greater Houston LGBT Chamber of Commerce And LGBTQ+ Real Estate Alliance

This Memorandum of Understanding (MOU) sets out the principles which will guide the partnership between the GREATER HOUSTON LGBT CHAMBER OF COMMERCE (Chamber) and LGBTQ+ REAL ESTATE ALLIANCE (REA).

This Memorandum of Understanding ("MOU") is made and entered into on this 4th day of October 2022 (the "Effective Date") by and between GREATER HOUSTON LGBT CHAMBER OF COMMERCE ("Chamber"), and LGBTQ+ REAL ESTATE ALLIANCE ("REA"). In this MOU, the Chamber and REA are each referred to as a "Party" and collectively as the "Parties" and "Partner" and collectively as the "Partners".

### MISSIONS

The **Greater Houston LGBT Chamber of Commerce (Chamber)** accelerates economic opportunity for the lesbian, gay, bisexual, transgender, queer + business community through a strong network of business allies, innovative programs, strategic partnerships and advance policies that foster economic inclusion and equality.

The **LGBTQ+ Real Estate Alliance** is dedicated to enhancing the professional lives of our members while providing consumers with the proper resources to assist in buying, selling, and enjoying their home.

The Greater Houston LGBT Chamber of Commerce and LGBTQ+ Real Estate Alliance Enter into this Memorandum of Understanding to mutually promote connection and collaboration between both organizations to further the respective mission of each Partner.

## II PURPOSE AND SCOPE

The Chamber and REA recognize the strong and mutual interest the two organizations to develop a working relationship and actively foster collaboration to support each respective organizational mission and to support the LGBTQ+ business community and community as a whole.

The Partners agree to engage with each other and the community in a mutually respectful, supportive, and accountable collaboration. The Chamber and REA will encourage, promote, and facilitate cooperation between the organizations for the mutual benefit of both organizations' missions and the LGBTQ+ community.

The Chamber and REA will work together to:

- Collaborate by forming a partnership to increase economic opportunity for the LGBTQ+ business community including promoting opportunities for Chamber members and LGBTQ+ real estate professionals in economic development initiatives, contracting opportunities and educational programs in the region.
- 2. **Promote** the mission of each organization with the goal of raising visibility and awareness around LGBTQ+ businesses.
- 3. Actively promote the partnership between the Chamber and REA throughout the year.
- 4. Exchange information including sharing best practices, knowledge, experiences and resources to advance the mission, vision, purpose of each organization as a way to achieve the goals and objectives of the partnership.
- 5. Maximize resources where appropriate to create mutually beneficial activities. Secure necessary resources to help capitalize the strategic growth, development and sustainability of each organization by leveraging the parties' collective economic power to support the objectives of the partnership.
- 6. Facilitate joint events and collaborative programming and other activities on an annual basis.

#### III RESPONSIBILITIES

Each party will appoint a representative to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial representatives of each organization are:

#### **Greater Houston LGBT Chamber of Commerce**

Tammi Wallace, President & CEO 5340 Weslayan St. #25011 Houston, TX 77265 tammi.wallace@houstonlgbtchamber.com

#### LGBTQ+ Real Estate Alliance

Shenice Brown, Houston Chapter President 2129 FM 2920 Ste 190-245 Spring, TX 77388 shenice@empowerfinanciallife.com

Upon execution of this Agreement, the parties agree to the following commitments for this MOU:

#### The Chamber will:

- Recognize REA as a Partner including:
  - Announcing the collaboration via Chamber communication channels with jointly approved messaging
  - REA logo displayed on Chamber websites
  - Grant REA a nonexclusive and assignable license to display the Chamber logo, name, contact information, promotional materials, advertisements, media spots, and organizational description on such materials as REA's website as well as on marketing materials.
- Like/Follow /Subscribe to REA social media channels
- Offer a one-time \$50.00 discount to any REA member joining the Chamber as a Business Level member
- Highlight REA as a collaboration partner annually

#### **REA will:**

- Recognize the Chamber as a Partner including:
  - Announcing the collaboration via REA communication channels with jointly approved messaging
  - Chamber logos displayed on REA website
  - Reflecting the Chamber where other REA Partners are recognized (as appropriate)
  - Grant the Chamber a nonexclusive and assignable license to display the REA logo, name, contact information, promotional materials, advertisements, media spots, and organizational description on such materials such as the Chamber website as well as on marketing materials.
- Like/Follow /Subscribe to Chamber social media channels
- Offer a one-time \$50.00 discount to any Chamber member joining the Chamber as a Business Level member

• Highlight the Chamber as a collaboration partner annually

The Chamber and REA will:

- Determine opportunities for a collaboration events/programming on an annual basis
- Representatives will meet regularly, to determine appropriate opportunities and document formal plans for collaborations, including deliverables, timelines, and resource assignments.
- Include representatives from each organization to participate in activities to highlight the missions and collaboration between the two organizations.
- Connect each other to available resources to support the intended purpose of the MOU and overall partnership

### IV TERMS

The term of this MOU is for a period of two (2) years from the effective date of this agreement and may be extended upon written mutual agreement.

The Agreement shall be reviewed at least annually by the designated representatives to ensure that it is fulfilling its purpose and to make any necessary revisions. Both parties will execute an updated renewal agreement on an annual basis and an annual plan of collaboration.

The effective date reflects the most current date indicated in the signatory section of this Agreement.

# V <u>TERMINATION</u>

Either organization may terminate this MOU for cause or without cause upon thirty (30) days written notice.

Collaborative programming or events will be completed according to the event planning unless otherwise agreed upon by both parties.

# VI <u>CONFIDENTIALITY</u>

The parties agree to maintain confidentiality of shared data, where applicable, including sponsorship and other data.

## VII INTELLECTUAL PROPERTY RIGHTS

Any trademarks, trade names, services marks, brand names, logos, trademark and service mark registrations and applications, and other trade designations and all enhancements and changes thereto, collectively, "Trademarks" that are owned by either Party shall remain the sole and exclusive property of that Party, and this MOU shall not give a Party any right, title or interest in the other Party's Trademarks. The use of the other Party's Trademarks is authorized only for the purposes herein set forth, and upon expiration or termination of this MOU for any reason such authorization shall immediately cease. Each party grants to a limited, nonexclusive, non-transferable, revocable right to access each parties' websites through the Links solely in accordance with the terms of this MOU, and solely in connection with the Links, to use each parties' Trademarks and similar identifying material (collectively, "Licensed Materials"), solely for the purpose of generating visits to each parties' website.

# VIIII NO PARTNERSHIP OR AGENCY

Neither Party is, and neither Party shall represent or hold itself out to be, a legal representative, joint venturer, partner, employee or servant of the other Party for any purpose. Both Parties operate independently, and neither Party is authorized to make any contract, MOU, warranty or representation on behalf of the other Party or to create any obligations, express or implied, on behalf of such Party.

### X COSTS AND EXPENSES

Unless otherwise provided in this MOU, each Party shall bear its own costs and expenses in connection with its performance of this MOU.

# XI NOTICES

All notices and other communications required under this MOU shall be in writing (which may include e-mail) and shall be addressed to the receiving Party at the address or email set forth below:

# **Greater Houston LGBT Chamber of Commerce**

Attention: Tammi Wallace, Co-Founder, President & CEO 5340 Weslayan St. #25011 Houston, TX 77265 tammi.wallace@houstonlgbtchamber.com

#### LGBTQ+ Real Estate Alliance

Attention, Shenice Brown, Houston Chapter President 2129 FM 2920 Ste 190-245 Spring, TX 77388 shenice@empowerfinanciallife.com

# VIII EXECUTION

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

The signatories are entering into this MOU on behalf of the organization indicated.

The parties to this Agreement, through their duly authorized representatives, have executed this Agreement as set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

IN WITNESS WHEREOF, the parties hereby enter into this MOU as of the date first above written.

On behalf of LGBTQ+ Real Estate Alliance

Shenice Brown

Houston Chapter President LGBTQ+ Real Estate Alliance Date

On behalf of the Greater Houston LGBT Chamber of Commerce

Tammi Wallace

Co-Founder, President & CEO

Greater Houston LGBT Chamber of Commerce