

# FAS<sup>3</sup> Confidentiality Agreement

This Confidentiality Agreement (Agreement) is made and effective the \_\_\_\_\_\_ by and between the Florida Association of Sinkhole Stabilization Specialists (FAS<sup>3</sup>) and \_\_\_\_\_ (Applicant)

#### **Purpose**

The Applicant desires to become a member of the Florida Association of Sinkhole Stabilization Specialists. As part of the membership application process the Applicant will be asked to disclose certain information to FAS<sup>3</sup> that may be considered proprietary and/or confidential.

#### **Responsibilities**

 $\overline{FAS}^3$  will only use this information to determine eligibility for membership in FAS<sup>3</sup>.

FAS<sup>3</sup> will not need any of the Applicant's financial information, pricing information, marketing materials or business plans.

FAS<sup>3</sup> will only share the relevant information with those Members that are charged with the responsibility of determining eligibility for membership in FAS<sup>3</sup>.

All information will be held by the Membership Committee in a secure manner.

No other Members of FAS<sup>3</sup> will be will be allowed access to the Applicants' information.



Florida Association of Sinkhole Stabilization Specialists

## Term

The term of the Agreement shall be for a period of five years beginning with the Agreement Date. The obligation to not disclose shall not be affected by the acceptance or denial of the Applicant's Membership request.

# **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the United States and the state of Florida. Unless otherwise stated, any legal proceedings related to this Agreement, the venue shall be in Hillsborough County, Florida, if possible.

### **Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements, written or oral, on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

#### No Assignment

FAS<sup>3</sup> may not assign this Agreement or any interest without Applicant's express prior written consent.

#### **Severability**

If any term of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

### **Notices**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.



# Florida Association of Sinkhole Stabilization Specialists

FAS<sup>3</sup>:

George C. Sinn, Jr., P.E. President

Applicant: (Sign)	 /	/	
(Print)			
(Title)			