

Marketing and Liability Release for Trusted Messenger Program

This Contract between the Latino Labor Leadership Council (the “Committee”), a political action committee based in the State of Texas and [Trusted Messenger Name (“Messenger”) is entered into on the date of _____, 2025. Latino Labor Council and Messenger are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

WHEREAS, Messenger will be performing the following services for the Committee; providing a messenger and representing the Committee as part of a candidate slate.

WHEREAS, the Committee is providing the Messenger with customized materials, access to data analysis and professional campaign managers.

WHEREFORE, in consideration of the mutual covenants and conditions contained herein, the Committee and Messenger hereby agree as follows:

TERMS

- 1. Messenger’s Duties.** Messenger is expected to conduct themselves professionally and ensure that their actions do not negatively affect the Committee. Messenger shall comply with Committee directives including Committee oversight, personal check-ins and audit of mailing lists. Messenger is expected to conduct themselves according to the Memorandum of Understanding.
- 2. Messenger release.** Messenger allows the Committee to use Messengers likeness and image to promote the Committee’s materials, including use in the Trusted Messenger Program, the Committee’s website and marketing materials.
- 3. Committee’s Duties.** The Committee will ensure that the materials provided are delivered to the Messenger at Committee’s cost. Committee will ensure that the Messenger is provided proper oversight to ensure the proper allocation of funds. Committee will designate one or more persons to conduct the oversight and ensure that Committee funds are being spent appropriately.
- 4. Hold Harmless.** Messenger shall fully defend, indemnify, and hold harmless the Committee from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Messenger, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Committee for all legal fees, expenses, and costs incurred by it.

THIS HOLD HARMLESS INCLUDES CLAIMS FOR WORKER'S COMPENSATION AND FOR PERSONAL INJURY. MESSENGER AGREES AND ACKNOWLEDGES MESSENGER'S RESPONSIBILITY FOR ADHERING TO THE STRICTEST SAFETY PROTOCOLS. IT IS NOT THE RESPONSIBILITY OF THE COMMITTEE TO ENSURE MESSENGER IS USING EQUIPMENT SAFELY OR USING PROPER LIFTING METHODS.

5. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

6. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

7. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled.

8. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

9. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

10. Applicable Law. This Agreement shall be governed exclusively by the laws of Texas, without regard to conflict of law provisions. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Texas.

By filling out and submitting the Trusted Messenger Program application, you hereby agree to the terms listed above.