Chapter Affiliation Agreement

Chapters have critical roles in their direct contact with members, customer service, recruitment-retention, delivery of benefits, and networking-forums.

A Chapter Affiliation Agreement is used to spell out the relationship between the chapter and the “parent” organization,

*The issues involved in parent-chapter relationships require the consultation of legal, insurance and accounting professionals*

Issues such as structure, taxes, reporting, logo and name usage, insurance, risk, services, expectations, etc. should be outlined in the agreement.

The sample Chapter Affiliation Agreements are provided by associations. The documents may help in preparing, comparing and contrasting chapter agreements in other associations.

- Additional samples of Chapter Affiliation Agreements are available from the American Society of Association Executives.
- A model Chapter Affiliation Agreement is included in the Association Tax Compliance Guide by Jeffrey S. Tenebaum.
- Additional association resources are available at www.nonprofitcenter.com.

It must be emphasized that the parent-chapter relationship benefits by the counsel of legal, insurance and accounting professionals.

*Chapter Affiliation Agreement Samples 2007*
AFFILIATION AGREEMENT
Between the National Association
and the ____________________ Chapter of XXXX

This Agreement is made and Entered into this ___________ Day of ______________, 19___ Between XXXX (XXXX National) and the ____________________ Chapter (CHAPTER) of XXXX National.

Based on mutual consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. AGREEMENT

1.1 The ____________________ Chapter (CHAPTER) is hereby granted a charter to be an authorized chapter of XXXX National, serving the commercial real estate industry, subject to the terms and conditions of this Affiliation Agreement and the applicable Articles of Incorporation, Bylaws and rules of XXXX National.

1.2 The parties acknowledge that Membership in XXXX is achieved **ONLY** by combined membership in both XXXX National and in an authorized local/regional/state chapter in a geographic area where the member or his/her interests are based, or by direct membership in the National Association in an area where **NO** authorized chapter exists. For purposes of this Agreement, the Term "authorized chapter" shall mean only those local/regional/state chapters that have entered in an Affiliation Agreement with XXXX National substantially similar to this Agreement.

2. SCOPE OF CHAPTER

2.1 The CHAPTER has exclusive jurisdiction over all present or potential member firms in the commercial real estate industry within its geographic region, which shall specifically include:

2.2 Subject to the provisions of Section 8.1 hereof, XXXX National has the right to assign, modify and/or withdraw the geographical jurisdiction of the CHAPTER in the event of breach of this Agreement by the CHAPTER as determined by the XXXX National Board of Directors.

3. DUES

3.1 Proper dues, as determined from time to time, by the XXXX National Board of Directors, must be paid to XXXX National by all members and no other types of memberships other than as approved by the XXXX National Board may be offered by either party as long as this Agreement is in effect. The CHAPTER shall establish its own annual chapter dues schedule and report such schedule, along with any periodic changes, to the XXXX National Board for approval.

3.2 The CHAPTER **will not** collect any membership dues for **renewing members** during the annual billing cycle according to the regulations set forth in the National Bylaws, unless granted written permission by XXXX National. If the CHAPTER has an Executive Director, or Administrator, it may collect dues for new members once written notification is provided to and approval granted by XXXX National. All chapter dues collected by XXXX National will be returned to the CHAPTER within 30 days of collection.

3.3 All dues paid and monies raised by The CHAPTER under this Agreement, or using the XXXX name, trademarks or logos will be used only for services, products or activities which benefit XXXX members, the CHAPTER and the organization as a whole. No XXXX National or CHAPTER monies will be directed toward the creation or maintenance of a competitive, or unauthorized organization.

4. PROGRAMS AND MEMBER BENEFITS

4.1 The CHAPTER shall be responsible for developing programs and services which appeal to its members' interests including, but not limited to, educational programs and seminars, local and state Public Affairs programs, public relations, etc.
4.2 It is recognized that a specific program, activity or service designed and initiated by the CHAPTER, may have potential value for use by other authorized XXXX chapters. If the originating XXXX Chapter wishes to voluntarily make the service or product available to another authorized XXXX Chapter on a cooperative basis, it may do so of its own volition. Payment or profit sharing arrangements, if any, should be worked out between the participating authorized XXXX Chapters prior to making the services or products available.

4.3 When requested by XXXX National, the CHAPTER shall market, sponsor and distribute XXXX National member services, programs and/or activities in cooperation with the National Association providing the CHAPTER does not incur, or is willing to incur any related expense. No XXXX Chapter may prohibit an XXXX National activity within the area of its geographical jurisdiction without due cause, and a request for such a determination must be submitted in writing to the National Board of Directors for decision.

4.4 There shall be no limitation on XXXX National or the CHAPTER which might curtail the creation/distribution of services of value to members or member firms as long as the program/service does not impose, change or modify any provisions contained in this Agreement in any way.

5. **SUBSIDIARY RELATIONSHIPS**

5.1 XXXX National and the CHAPTER may cooperate with complementary organizations to achieve their mutual objectives, but they shall not thereby, directly, or indirectly, circumvent the intent of this Agreement in any way.

5.2 All visual graphics provided by the complementary organization for use in joint-venture promotional materials, etc., should not assume a dominant presence over that of XXXX National or the CHAPTER, but should appear equal in position as to the other participants.

5.3 All joint-ventures sponsored/endorsed/supported by the CHAPTER must clearly state they are sponsored/endorsed/supported by the CHAPTER, not XXXX as a whole.

6. **COMPLIANCE AND LIABILITY**

6.1 The CHAPTER will strictly follow policies and procedures for, and remain in compliance with federal, state and local antitrust, trade regulations, tax and other applicable laws, regulations and ordinances. The CHAPTER will make available its Articles of Incorporation and Bylaws to XXXX National on an annual basis for review, and XXXX National will make its Articles of Incorporation and Bylaws available to the CHAPTER for review.

6.2 The parties are separate and independent entities, neither party shall be liable or have responsibility for the acts of the other, or its officers, directors, employees, or agents. The CHAPTER and National agree to indemnify and hold harmless one another, its officers, directors, employees and agents from and against any claims, losses, or demands (including reasonable attorneys fees and expenses) that may result from its willful or negligent acts or those of its officers, directors, employees, or agents.

7. **GOVERNANCE**

7.1 The XXXX National Board of Directors has the right to determine the reasonable minimum standards for defining a XXXX chapter. These current standards are as follows:

The CHAPTER must:

1. Have a minimum of 15 CHAPTER members and must be located in a geographic area authorized by the XXXX National Board of Directors
2. Maintain no less than 30% Principal members (as defined in the Bylaws)
3. Provide an outline of CHAPTER objectives to XXXX Headquarters annually
4. Appoint leadership to key CHAPTER positions (CHAPTER President, President-Elect, Public Affairs Chair, Membership Chair and Education VP)
5. Ensure that CHAPTER Officers are members "in good standing" of XXXX National
6. Impose minimum annual chapter dues of no less than $50 per member (unless otherwise authorized by XXXX National)
7. Hold a minimum of four (4) chapter meetings annually
8. Submit CHAPTER Bylaws and proposed amendments to XXXX Board for approval

9. Ensure that the following attend the annual XXXX Chapter Leadership Retreat: CHAPTER President and at least 1 of the following Chapter Officers: President-Elect, Membership Chair, Public Affairs Chair

10. Ensure that the CHAPTER, its officers, directors, and members act in compliance with the Articles of Incorporation, Bylaws and other applicable rules and policies of XXXX National

11. Remain a nonprofit organization and tax exempt under Section 501 (c)(6) of the Internal Revenue Code

12. Submit all proposed changes in the Chapter's Articles of Incorporation, Bylaws or other governing documents to XXXX National for approval

7.2 If for some reason, the CHAPTER is unable to adapt to these criteria, it will be given 6 (six) months to comply after written notice from the National Board of Directors. If compliance is not attained in that time, the CHAPTER will be put on probation and the CHAPTER will be given an additional 6 (six) months to come into compliance. If after that time, the CHAPTER still does not meet the minimum criteria for an XXXX CHAPTER, the matter will be turned over to the XXXX National Board for action. Board action may include, but is not limited to, terminating this Agreement, or dissolving and re-establishing the CHAPTER and its Board.

7.3 XXXX National and the CHAPTER shall be governed by their own Boards of Directors pursuant to legally established Bylaws which shall be consistent with the terms of this Agreement. National and Chapter staff and officers will not be held personally liable for any wrongful acts, intentional or otherwise, while acting on the behalf of XXXX.

7.4 XXXX National hereby grants a limited license to the XXXX name, trademarks and other logos, as specified in Attachment A, in accordance with this Agreement. All uses of the XXXX name, trademark, or other logos are subject to the prior review and approval of XXXX National to ensure appropriate style and quality of its valuable proprietary property.

7.5 The graphic standards set forth by XXXX National concerning name, trademark, or other logo usage, shall be adhered to and the name, trademark, or other logo shall not be altered in any way without the express written permission of XXXX National. XXXX Chapters must use the XXXX name, logos and trademarks in their entirety and may not adopt their own logotypes or trademarks. (Special logos and graphics relating to chapter run programs and events are exempt, but XXXX National shall have the exclusive option to review and approve any such logo or graphic and to use such logo or graphics, subject to the Chapter's review and approval).

7.6 When a state-wide organization is formed by the XXXX Chapter(s) in a given market area, that state-wide organization must retain the XXXX name once created.

7.7 The CHAPTER must annually submit the following to XXXX National in accordance with policies and procedures established by the XXXX National Board:

1. CHAPTER Articles of Incorporation or other governing documents (If any changes are proposed or have been made following approval by the XXXX National Board)

2. Copy of Chapter Bylaws (If any changes are proposed or have been made following approval by the XXXX National Board)

3. CHAPTER annual membership dues schedule

4. List of elected CHAPTER officers and directors

5. List of CHAPTER committees and their members

6. Schedule of CHAPTER meetings (minimum of 4 meetings annually)

7. Outline of CHAPTER Public Affairs program, goals and objectives (applies to chapters with more than 25 members)

8. Attendance by either CHAPTER President, President-elect, Membership Chair, or under certain circumstances, by an approved, qualified representative of the CHAPTER, at the annual Chapter Leadership Retreat. This person must be approved by the Membership & Chapter Relations department at XXXX National.
9. Copy of CHAPTER tax exempt IRS determination letter with forms (IRS form 1024) if not previously submitted
10. Copy of CHAPTER IRS annual report Form 990** (due by May 15)
11. Copy of CHAPTER bank statement, and financial statement

** In the event that the Chapter is granted an extension for the filing of the returns, the CHAPTER must submit a copy of the extension form to XXXX National along with the above items by the specified date.

8. DURATION

8.1 The term of this Agreement and the grant of the Charter shall be for one year and it shall remain in full force and effect and renew automatically for additional one year terms, unless terminated in accordance with this Agreement. The XXXX National Board may terminate this Agreement and revoke the Charter for breach of this Agreement pursuant to section 7.1, or by a two-thirds (2/3) vote of the National Board of Directors. Adequate due process shall be provided to the CHAPTER and notification of such action will be provided to the CHAPTER in writing together with reasonable rights to cure such breach in accordance with section 7.2. The CHAPTER may terminate this Agreement upon sixty days advance notice. Upon any such termination, the CHAPTER shall have no further rights to use the XXXX name, trademarks, or logo, or any other rights provided under this Agreement. After any such termination, XXXX National shall have the sole right to establish a new organization with purposes consistent with this Agreement and XXXX Nationals Articles and Bylaws in the geographic area represented by the CHAPTER.

8.2 Termination of this agreement shall not relieve either party of any obligations due and/or payable to the other party. This Agreement is not assignable unless approved in writing by the non-assigning party.

8.3 Should this Agreement be terminated by either party, all XXXX CHAPTER funds will remain the property of XXXX and may be used in the establishment of a new XXXX organization in the geographic area represented by the CHAPTER. If after a two (2) year period chapter funds have not been used to re-establish the CHAPTER, all remaining chapter funds will be returned to former chapter members as directed by the National Board of Directors.

8.4 If any portion of this Agreement shall be declared invalid, or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect and shall not be affected.

8.5 If for any reason, the CHAPTER determines the need to move from an ACTIVE chapter status to that of INACTIVE, the CHAPTER must obtain proper authorization from XXXX National PRIOR to communicating such a change in status to its chapter members.

9. MISCELLANEOUS

9.1 All tentative amendments to this Agreement must be approved by the XXXX National Board of Directors and by a majority vote by a quorum of the CHAPTER Board before becoming effective, and must remain attached to this document in order to be considered valid.

9.2 This Agreement shall be governed by the laws of the Commonwealth of Virginia

9.3 All XXXX Chapters will sign and abide by the same terms and provisions set forth within this Chapter Affiliation Agreement until which time the Agreement is formally terminated by either party.

Chapter President
Treasurer

Date Date
Chapter Affiliation Agreement
(Chapter Charter)

This Affiliation Agreement is made this _____day of ______, 20___ between Society for Maintenance and Reliability Professionals ("SMRP"), an Illinois non-profit corporation, and a 501 c (3), and the SMRP ________________ Chapter ("Chapter").

Whereas SMRP is organized to serve the needs and interests of maintenance and reliability professionals;

Whereas From time to time there are needs and interests of maintenance and reliability professionals which may best be served by a group organized on a local, state, or regional basis;

Whereas Chapter meets all of the current qualifications prescribed by the SMRP Board of Directors for formal affiliation with SMRP as listed in Attachment 1, and desires to become formally affiliated with SMRP;

Whereas SMRP will support the efforts of Chapter to promote their common purpose and the profession;

Whereas Chapter wishes SMRP to assist Chapter in providing educational programs, information, discussion forums, networking, and other services to accomplish their common purpose and enhance the image of the members through the professional certification program;

Whereas It is in furtherance of their common purpose to promote effective cooperation among members for a well-informed membership, to provide for membership promotion and retention in the best interest of both parties;

Now therefore In consideration of the above and of the mutual promises and agreements set forth below, SMRP and Chapter agree as follows:

1. Terms of Affiliation

A. SMRP hereby grants to Chapter and Chapter accepts the exclusive right to be affiliated with SMRP in the geographic area ("Territory") defined as: ________________________________

and to be known as the SMRP ______ Chapter in the Territory. This right shall not extend to any area outside the designated Territory. The designated Territory may be modified at any time by SMRP with sixty (60) days written notice to the Chapter as other chapters achieve or relinquish affiliation with SMRP.

B. Chapter warrants that it will comply with all applicable laws, regulations and other requirements that may affect its performance of this Agreement. Further, Chapter warrants that it has obtained and will continue to maintain at its own expense, all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance of this agreement. At the request of SMRP, Chapter shall furnish evidence satisfactory to SMRP that such requirements have been met. Furthermore, Chapter warrants that it shall make all required filings, such as annual corporate returns and tax filings, as may affect its corporate or tax status and shall furnish copies to SMRP within thirty (30) days of such filings.
C. Chapter shall comply and conform to SMRP Bylaws and policies and shall uphold the standards of the SMRPO.

D. Chapter shall establish and practice sound fiscal policies and shall at all times maintain self-sufficiency.

E. Chapter shall use its approved name on all official documents, correspondence and contracts.

F. Chapter shall meet and maintain current published SMRP Chapter Minimum Standards (see Attachment 4).

G. Chapter shall maintain a Board year that is consistent with the SMRP Board year. Any deviation must be approved by SMRP Board of Directors.

H. Chapter shall maintain a fiscal year that is consistent with the SMRP fiscal year.

2. Rights of the Chapter

A. Chapter may use the SMRP name and logo within the parameters of established current SMRP Image Guidelines (see Attachment 5).

B. Chapter will be included under the umbrella of SMRP’s non-profit tax-exempt status as long as Chapter maintains the terms of this Agreement.

C. Chapter will be included under the umbrella of SMRP’s Directors & Officers policy as long as Chapter maintains the terms of this agreement and SMRP has such insurance in effect for itself and for its chapters. The cost for insuring Chapter over and above the cost of insuring SMRP itself may be charged to Chapter.

D. Chapter will be included under the umbrella of SMRP’s general office liability insurance as long as Chapter maintains the terms of this agreement and SMRP has such insurance in effect for itself and for its chapters. The cost for insuring Chapter over and above the cost of insuring SMRP itself may be charged to Chapter.

E. Chapter will receive other benefits as determined and published annually by SMRP (see Attachment 6)

3. Liability and Representations

A. SMRP and Chapter expressly acknowledge and agree that SMRP and Chapter are, and intend to remain, separate corporate entities and as such shall not incur any liability, obligation or expense on behalf of each other, unless otherwise provided in this Agreement.

B. The conduct of Chapter and its members and any other legal obligations of Chapter are the responsibility of Chapter.

C. Chapter shall indemnify, defend and hold harmless SMRP, its officers, directors, employees and agents from any and all claims and causes of action, including judgments, interest, attorneys’ fees, and all other costs, fees, expenses and charges which SMRP, its officers, directors, employees and agents may incur arising out of the negligence, gross negligence or willful or
wanton misconducts of Chapter, its officers, directors, employees or agents acting on behalf of Chapter.

D. SMRP shall indemnify, defend and hold harmless Chapter, its officers, directors, employees or agents from any and all claims and causes of action, including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Chapter, its officers, directors, employees and agents may incur arising out of the negligence, gross negligence or willful or wanton misconducts of SMRP, its officers, directors, employees or agents acting on behalf of SMRP.

E. Chapter officials shall speak only on behalf of Chapter and recognize that they may not speak or act on behalf of SMRP.

F. Chapter shall not make any representations regarding policies or positions of SMRP except in strict conformity with written policy statements duly adopted and published by SMRP.

G. Chapter shall, during the term of this Agreement and thereafter, maintain the confidentiality of any and all of SMRP's confidential or proprietary information or data (collectively "Confidential Information"). Such Confidential Information shall at all times remain the property of SMRP and shall be deemed to be furnished to Chapter in confidence and solely in connection with Chapter's obligations under this Agreement. Upon termination of this Agreement for any reason, Chapter shall immediately deliver to SMRP all written and electronic documentation of such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by Chapter or its officers, directors, employees or agents. Chapter's obligations under this Section 3.G. shall survive the expiration or termination of this Agreement.

4. Termination of Agreement

A. This Agreement and all of the rights and obligations created hereunder shall remain in full force and effect unless terminated by either party upon thirty (30) days written notice.

B. This Agreement shall terminate automatically if Chapter shall violate any of the terms of this Agreement.

C. The Board of Directors of SMRP shall have the authority by a majority vote to revoke this Agreement if Chapter is determined to be in violation of the standards of SMRP. In such circumstances, Chapter shall have the right to be present and to participate in such Board meeting and shall have all of the rights and privileges as fairness and due process dictate.

D. Chapter may surrender its affiliation by delivering notice of its intention to do so at least thirty (30) days in advance of the effective date of such action. Chapter will have followed current established procedures for termination of chapter status (see Attachment 7) prior to delivering such notice to SMRP Board of Directors.

E. Upon termination, Affiliate shall cease using the Society for Maintenance and Reliability Professionals name, trademark, trade name and logo, and all other rights and privileges associated with being affiliated with SMRP and shall return any and all funds and property belonging to SMRP. Chapter's financial obligations to SMRP incurred before termination shall remain an obligation of Chapter until paid or otherwise resolved.
5. **Notice**

Notices required by this Agreement shall be in writing and shall be delivered either by personal
delivery or by mail. If delivered by mail, notice shall be sent by Express Mail, Certified or Registered
mail, return receipt requested, with all postage and charges prepaid. All notices and other written
communications under this Agreement shall be addressed as indicated below, or as specified by
subsequent written notice delivered by the party whose address has changed.

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To Chapter:  

| XXXX        | Street | City, State Zip |

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their
duly authorized officers, effective as of the day and year first written below.

Society for Maintenance and Reliability Professionals

By: ________________________________  
XXXXX, SMRP Chair  
Date: ______________________________

By: ________________________________  
XXXXX, SMRP Executive Director  
Date: ______________________________

By: ________________________________  
______ Chapter Chair  
Date: ______________________________

By: ________________________________  
______ Chapter Vice Chair  
Date: ______________________________
Qualifications for Affiliation

Bylaws of SMRP (see Attachment 2) govern the formation of Chapters. These qualifications supplement the Bylaws and in no way negate the spirit or intent of same.

1. Petition for Chapter Formation
   To qualify for affiliation as a chapter of SMRP, a petition must be submitted to the SMRP Board of Directors for approval to proceed. This petition must be signed by a minimum of twenty (20) SMRP members in good standing (see Attachment 3).

2. Statement of Purpose
   Included with the Petition for Chapter Formation should be a statement of purpose for forming the chapter.

3. Certificate of Incorporation
   A copy of a completed Certificate of Incorporation ready for filing should be submitted with the Petition for Chapter Formation. This should be filed with the appropriate state agency upon receiving Board approval for affiliation.

4. Bylaws
   A copy of Chapter Bylaws should be submitted with the Petition for Chapter Formation.

5. Membership
   The proposed chapter must be able to meet the minimum membership requirement of twenty (20) members in the chapter territory and must maintain a minimum of twenty (20) members. A company with an SMRP Executive Membership shall constitute five (5) SMRP members.
Attachment 2

SMRP Bylaws (11/06)

Article__ - Chapters

Section 1.
Upon the receipt of a Petition for Chapter Formation (“Petition”) satisfying the established criteria for an SMRP chapter, the Board of Directors may authorize the organization of a local or regional chapter in any city, state or multi-state area that the Board, giving consideration to the number of members to be affected, considers suitable.

Section 2.
The Petition shall be accompanied by a proposed Certificate of Incorporation and SMRP Chapter Bylaws which shall be approved by the Board of Directors of the SMRP before it authorizes the organization of the chapter.

Section 3.
Each Chapter shall have the power to adopt and formulate Bylaws based upon the SMRP Chapter Minimum Bylaws, provided these do not conflict with the Bylaws of the Society. Should any provision of the Bylaws of a chapter need interpretation or construction, it shall be so established in a manner consistent with the provisions and intent of the SMRP Bylaws, as determined by the SMRP Board of Directors.

Section 4.
The Chapter may publicize its formation and events in the SMRP ____ Chapter name upon receiving approval from the SMRP Board of Directors and the Affiliation Agreement has been signed by both parties.

Section 5.
The chapter shall not bind, contract for or take any position on behalf of the SMRP without the express approval of the Chair or Board of Directors.

Section 6.
The chapter shall follow the policies and procedures of the SMRP, including, but not limited to the antitrust directives of the SMRP, and shall provide timely notice to the Executive Director via the Chapter Relations Director of activities undertaken by the chapter.

Section 7.
A chapter which fails to comply with the Bylaws, policies, and procedures of the SMRP may be disqualified by the Board of Directors, provided thirty (30) days notice has first been given to the chapter, during which time the chapter has an opportunity to come into compliance, and if compliance is not achieved, the chapter is then accorded a hearing.

Section 8.
A chapter which has been disqualified may be reinstated by the SMRP Board of Directors upon written request of the chapter with review and approval by the Board of Directors.

Section 9.
Members of a chapter shall be individual members of the SMRP, their employees, and company members or employees of a company member. Non-voting members shall be those in the Individual Supplier category. Members may belong to more than one chapter with payment of appropriate dues.
Each chapter shall be self-sustaining and payment of chapter dues shall not relieve the SMRP member of the obligation to pay dues to the SMRP.

Section 11.
SMRP shall collect local chapter dues on behalf of the chapter, as based on dues set by the Chapter Board of Directors, and shall remit said dues to the chapter on or before the end of each calendar quarter.
Attachment 3

Petition for Chapter Formation

The undersigned, being all members in good standing of the Society for Maintenance and Reliability Professionals, apply for permission to form a SMRP Chapter, to be named SMRP ______________ Chapter, for the territory encompassing:

(local/state/regional boundaries)

In accordance with Article __, Section __ of the SMRP Bylaws, we attach the proposed Certificate of Incorporation and Chapter Bylaws by which we ask the Board of Directors to approve our chapter affiliation with SMRP.

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Attachment 4
SMRP Minimum Chapter Standards

I. Chapter Operations

A. Chapters shall maintain up-to-date Bylaws and review them at least every three (3) years.
   Chapters shall adopt at least the minimum required Bylaws approved by the SMRP Board of Directors. Bylaws and any changes shall be approved by the SMRP Board of Directors and the Chapter membership as stated in the Chapter Leader’s Guide and Policy Manual. Policies should be maintained in a separate manual/document and not incorporated into the Bylaws. A copy of the current Chapter Bylaws shall be maintained at SMRP Headquarters.

   The historical documents of the chapter, including SMRP Affiliation Agreement, Chapter Bylaws with all amendments, Incorporation papers, and meeting minutes, shall be contained together and shall reside with the current Chapter Chair. In addition, a copy of the Incorporation papers, and Bylaws with all amendments shall be on file at SMRP Headquarters.

B. Chapters shall complete the nomination and election process by November 1 of each year.

   The Nomination Committee shall have a complete slate to present to the membership six (6) weeks prior to the deadline. This slate will be sent to SMRP Headquarters to ensure that all nominees are members in good standing. Election results shall be forwarded to SMRP Chapter Relations Director when the process is complete.

C. CMRP designation requirement in relation to holding position of Chapter Chair will be effective beginning three (3) years from the date of establishment of the chapter

D. A year-end financial report shall be forwarded to SMRP Headquarters. From time to time at its discretion, the SMRP Board of Directors may require an audit by an independent professional auditing firm approved by the SMRP Board of Directors.

E. Chapters shall maintain their legal status by filing all required state and federal reports.

F. Chapters shall comply with published SMRP image guidelines for use of SMRP’s name, logo, etc. (See Attachment 5)

II. Chapter Administration

A. Chapters should hold a minimum of four (4) Board meetings per year.

B. In order to receive a charter, a new chapter shall have a minimum of twenty (20) members, and be expected to maintain a minimum of twenty (20) members.

C. Chapter shall maintain a qualified membership database.

D. Chapter is expected to maintain annual membership at a 60% retention rate, and 10% recruitment rate.

E. Chapters are expected to comply with SMRP communication/reporting requirements and complete an “Annual Quality Chapter Report” as available in the SMRP Chapter Leader’s Guide and Policy Manual.

F. Chapter shall arrange for Chapter representation at a minimum of one SMRP meeting per year.

III. Member Services

A. Chapters shall conduct a member needs assessment at least every three (3) years.

B. Chapters shall conduct at least two (2) educational programs each year.
C. Chapter shall publish a Membership Roster annually.
D. Chapters shall offer a new member orientation at each Chapter meeting.
E. Chapters shall present an Annual Report to members at their Annual Business Meeting.
F. Chapters may create an individual web site which may be linked to the SMRP Web site.
Attachment 5

Image Guidelines

Purpose
The purpose of a logo is to provide consistency in SMRP's look. Multiple pieces should build upon each other and not present radically different images and/or impressions.

Definitions and Basic Requirements
The logo is the letters "SMRP" set in ______ type in a round graphic.

The logo must include the service mark "SM" in the lower right corner just outside the box.

The logotype is the SMRP logo plus the type "" placed _____________________

The logo can be used by itself (without the logotype) on:

♦ The spine of a publication.
♦ Piece(s) enclosed in an SMRP envelope including the logotype and return address.

The SMRP Chapter address is optional for most forms of communication but is required for envelopes, letterhead, memo and fax forms, as well as any written communication requiring a reply.

Chapters must:

♦ Use the SMRP logo, with logotype and service mark on all official communication.

Chapters may:

♦ Use the SMRP logotype together with any chapter logo/logotype, providing the two logos/logotypes (national and chapter) are within 75% of each other in size.
♦ Use the SMRP Chapter's logotype as its sole identifying symbol. The name of the Chapter can be included under the Chapter's logo.
♦ In either situation, the Chapter must indicate its relationship to the SMRP such as "A Chapter of the Society for Maintenance and Reliability Professionals" or "XX Chapter, Society for Maintenance and Reliability Professionals."

Chapter Newsletters

♦ Must have the SMRP logo and the SMRP name or logotype on the front page for immediate identification/recognition as an SMRP publication.
♦ May be designed and printed by the Chapter incorporating the SMRP Chapter logo on the front page.

Colors:
The SMRP logo must be printed only in: PMS# ___________________________ color

The above is a simple outline of logo usage. For complete information, refer to the complete Image Guidelines available from SMRP Headquarters.
Attachment 6
SMRP BENEFITS TO CHAPTERS

1. Promotion of Chapter membership.
2. Membership renewal and collection and processing of dues.
3. Remittance of a per Chapter Member rebate, for each enrolling or renewing Regular Individual or Regular Company member.
4. Two (2) free membership lists per year.
5. Promotion of Chapter events in newsletter and on Web site.
6. Broadcast faxes and/or e-mails to Chapter’s members to promote educational events.
7. Support in developing and presenting education programs.
8. Web page (basic two (2) pages of text) developed at Chapter’s cost and maintained on SMRP Web site.
9. Link from SMRP Web site to any individual Chapter Web site.
10. Annual Chapter Leadership Forum for Chapter representatives to be held in conjunction with SMRP Annual Convention. Chapter representatives attend at Chapter’s or attendee’s expense, as determined by Chapter Board of Directors.
11. Liability insurance for Directors and Officers.
12. Chapter Service Award presented to an outstanding Chapter volunteer each year.
13. Chapter Leader’s Guide and Policy Manual reference tool for Chapter operations which will include resources and references for Chapter Officers, Treasurer, Chapter Membership Committees, Chapter Newsletter Editors, and Chapter Education Committees.
Attachment 7

Procedures for Chapter Dissolution

These procedures shall be dictated by Chapter Bylaws wherever applicable. These procedures supplement the Chapter Bylaws and in no way negate the spirit or intent of same.

1. The Chapter Board of Directors shall meet and make a resolution to disband: e.g., “The SMRP ______ Chapter resolves to cease operation as a chapter of the Society for Maintenance and Reliability Professionals as of [date]. In accordance with Bylaws, upon dissolution, all chapter funds will be distributed to the SMRP to be used to further the objectives and purposes of the SMRP.”

2. The resolution shall be passed by an affirmative vote of two-thirds (2/3) of the Chapter Board of Directors.

3. The SMRP Board shall then vote on the issue and make a determination of the distribution of the Chapter’s remaining funds. The SMRP Board will consider any recommendation from the Chapter Board concerning said distribution. Money must be used to further the purpose and objectives of SMRP and its chapters.

4. The Chapter must settle its financial affairs within sixty (60) days of SMRP Board approval of the dissolution.

5. SMRP will offer each member the opportunity to transfer their membership to another chapter.
Executive Women’s Golf Association
CHAPTER AFFILIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made as of ____ day of ____________, 200_ (“Effective Date”), by and between the Executive Women’s Golf Association, a corporation duly organized under the laws of the State of Florida, (hereinafter "EWGA") and EWGA ______________________________,[insert Chapter Name] an association duly organized under the laws of ________________ [identify state or province where incorporated] (“Chapter”).

WHEREAS, EWGA is an international not for profit corporation whose primary function is to provide women opportunities to learn, play, and enjoy the game of golf for business and for life (“Purposes”);

WHEREAS, Chapter is a __________________ [identify state or province] not for profit association desiring to be a division of EWGA whose primary function is to advance the same Purposes as EWGA in _______________[insert city/geographic area that Chapter serves];

WHEREAS, the parties wish a relationship which will encourage collaboration, communication, and a positive, mutually beneficial, and supportive working association;

and

WHEREAS, EWGA and Chapter wish to set forth their mutual understandings and agreements pertaining to entering into an Affiliation Agreement and the grant of a License of Intellectual Property and the mutual rights and responsibilities created thereby.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Relationship.** EWGA and Chapter are not and shall not be considered joint venturers, partners, legal representatives, or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities pursuant to this Agreement. Neither EWGA nor Chapter shall have the right or power to bind or obligate the other party in any manner and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party. Neither EWGA nor Chapter shall be liable for any act, error, omission, debt or other liability or obligation of the other party, unless specifically consented to, and agree to indemnify and hold each other harmless for such actions.

2. **Bylaws.** Chapter shall abide by and promote the purpose and objectives of EWGA as set forth in the EWGA Articles of Incorporation, a copy of which is
attached hereto as Exhibit A, and incorporated by reference, and the most current version of the EWGA Bylaws, a copy of which is attached hereto as Exhibit B (collectively referred to as “EWGA Bylaws”). Chapter shall adopt its own bylaws (“Chapter Bylaws”) for its operations. Attached is a template set of Bylaws (Exhibit D) EWGA encourages Chapters to adopt. To the extent Chapters must modify the template, due to State legal requirements, they may. Chapters wishing to modify the template to adopt its own practice may do so long as the changes are not contrary to or inconsistent with the EWGA Bylaws and the changes are approved by EWGA. Chapter shall submit in a timely manner its original Chapter Bylaws as well as all bylaw amendments to EWGA for review and approval.

3. Purpose of Affiliation. It is understood by both Chapter and EWGA that Chapter’s purposes are the planning, promoting and producing of EWGA beneficial events in city/geographic area of ________________, and to plan and produce EWGA and Chapter expansion.

4. Membership. Membership in the Association by all members of a Chapter is required to become, and continue to remain, a member of a Chapter of EWGA.

5. Dues and Dues Sharing.

EWGA is responsible for setting all dues. Chapter may not assess individual dues. EWGA will provide Chapter with an allocable portion of dues collected, as solely determined by the Association, in consultation with Chapter. Thus, all membership dues for both new and renewing members, including, but not limited to, Chapter dues, Association dues, and initiation fees or reinstatement fees as applicable, are to be submitted to EWGA Headquarters.

If membership dues and applications are received at the Chapter level, they shall be submitted to the EWGA for deposit on a timely basis, but in no event shall they be held for more than 30 days before submitting. Upon receipt of said dues, it is the responsibility of EWGA to remit the Chapter-designated portion of an individual's membership dues to the appropriate Chapter on a timely basis, but in no event shall the dues be held for more than 30 days before remitting.

Chapter dues are paid to Chapters monthly – directly deposited into their Chapter bank account.

Dues will be set by December 1 of each year for the following year and Chapters will be notified accordingly.

6. Annual Reporting/Compliance.

(a) Chapter is required to submit annually, within three (3) months of the closing of its accounting period, an accounting of the status of
Chapters account(s). The accounting must be prepared by the Treasurer, approved by the Board, and contain:
   i. all amounts received (dues as well as all other non-dues revenue),
   ii. all payments made (including the payee and a statement of purpose) and
   iii. all outstanding debts for the year.
iv. In addition, Chapter must provide EWGA a copy of the year end statement from any/all bank accounts for Chapter summarizing the year’s activities.

(b) Chapter must also provide a Chapter Information Update Report to EWGA by December 1 of each year:
   i. Listing newly elected Chapter directors and officers and appointed Chapter Committee Chairs and Committee members
   ii. Any request for Chapter Name change for EWGA approval.
   iii. Chapter mailing address, website, and phone number.

(c) Chapter must also provide an annual Business Plan to EWGA by January 31 of each year. Plan is to be prepared per EWGA guidelines for the coming year including membership goals for new members and retention of existing members.

(d) Notwithstanding the annual membership reporting obligations, Chapter must notify EWGA, within thirty (30) days, of the change in any member’s membership status (e.g., members resigns, dies, is suspended, etc.).

(e) Chapter shall also conform to all guidelines/policies/Chapter Minimum Standards produced by EWGA. Attached hereto (Exhibit E) is a copy of the current Chapter Minimum Standards. Any EWGA guideline/policy/standard document may be updated at anytime by EWGA. Chapters are required to adhere to any such changes immediately upon notification (unless, for legal reasons, a transition time period is needed. e.g., per the Chapter Bylaws, notice and a vote are required to initiate the new policy).

7. **Bank Account**. Chapter must obtain its own Federal Employment Identification Number and establish and maintain its own bank account(s).

8. **Compliance with Laws**. Chapter shall comply with all applicable laws governing it, including, but not limited to: corporate and tax laws. Chapter will keep current all legal status, licenses and government grants, including, but not limited to: corporate status, national, state and local tax exemptions, and business licenses.

9. **EWGA Intellectual Property Usage**.
   
   (a) **Grant and Scope**. During the Term of this Agreement, and on the terms and subject to the conditions hereinafter set forth, EWGA hereby
grants to Chapter the right to use, and Chapter hereby undertakes to use (the “License”), the logos and Trademarks of EWGA (attached hereto as Exhibit C, and incorporated by reference) as well as certain EWGA membership lists (e.g., membership lists, rosters, member prospect lists, mailing lists) (hereinafter collectively referred to as “Intellectual Property”).

(b) Use. Chapter may use the Intellectual Property in conjunction with its regular and customary association-related activities, consistent with those of EWGA that Chapter provides to its customers or membership in the ordinary course of operation (“the Activities”). EWGA reserves the right to review and approve all uses of the Intellectual Property, but the approval of uses consistent with this Agreement shall not be unreasonably withheld. Chapter hereby agrees to immediately cease any, or all, use of, production of materials displaying the Intellectual Property upon request of EWGA. (Including, but not limited to: on its website, in its advertising, on brochures or membership materials) when requested. EWGA retains the right to inspect and approve the continued use of the Intellectual Property.

(c) Non-Exclusivity. The License granted to Chapter hereunder is non-exclusive, and EWGA shall be free to itself use or grant others the right to use the Intellectual Property.

(d) The use of the EWGA Intellectual Property by the Chapter must always include the name of the Chapter, in immediate proximity of the Intellectual Property, so as not to confuse communications from EWGA with those of Chapter. Chapter is required to follow any EWGA guidelines regarding the use of intellectual property.

(e) Ownership. Chapter acknowledges EWGA’s exclusive right, title, and interest in and to the Intellectual Property worldwide and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Chapter shall not in any manner represent that it has any ownership in the Intellectual Property or registration thereof, and the Chapter acknowledges that use of the Intellectual Property shall not create any right, title or interest in Chapter. Chapter hereby agrees to take no action that have, or may have, an adverse effect on EWGA’s intellectual property rights.

(f) Protection of the Intellectual Property. The parties agree to cooperate with each other in protecting, enforcing, and defending the Intellectual Property. The parties agree to notify the other promptly in writing of any infringements, imitations, claims, or other problems with respect to the Intellectual Property that may arise or otherwise come to each party’s attention. Chapter agrees not to institute any suit nor take any other action on account of such infringements, imitations, claims or problems without the prior written consent of EWGA.
(g) **Assignment.** The License granted in this Agreement to Chapter above shall be non-divisible and shall not be transferable or assignable without EWGA’s prior written consent.

(h) **License Termination.** Upon the termination of this Agreement, be either party for any reason, or the natural expiration of this Agreement, Chapter’s license to use EWGA’s Intellectual Property including, but not limited to: all marks, logos, membership lists, and copyrighted materials, shall cease and Chapter will no longer use such Intellectual Property and shall return to EWGA any and all copies of the Intellectual Property regardless of the form in which it appears or is stored.

(i) **Enforcement.** The parties recognize that EWGA’s Intellectual Property is one of EWGA’s most valuable assets and that all unauthorized uses, or violation of this Section pertaining to the licensing of the Intellectual Property, will cause EWGA harm. The parties also agree that such harm will be difficult to quantify and the parties agree that such would entitle EWGA to immediate injunctive relief as well as the collection of liquidated damages in the amount of five-thousand dollars ($5,000.00) per violation.

10. **Best Efforts.** The parties agree to use their best efforts in the performance of this Agreement and the fulfillment of its purposes.

11. **Term/Termination.** (a) Except as otherwise provided herein, this Agreement shall remain in full force and effect for an initial term commencing on the date hereof, and continuing until December 31, 2005.

The Agreement shall automatically renew from year to year thereafter, for twelve (12) month periods, unless EWGA gives ninety (90) days written notice to the Chapter of its intention to terminate the Agreement (the "Term"). If Chapter wishes to terminate the Agreement, Chapter must, first, conduct a vote of its entire membership and receive a minimum of three-quarters (3/4) of the entire voting membership’s support for termination and then provide EWGA ninety (90) days written notice.

(a) Upon termination of this Agreement for any reason:

   i. Except as otherwise stated therein, the license granted in Section 9 herein shall immediately cease and all rights granted to Chapter hereunder shall forthwith revert to EWGA; and

   ii. Chapter shall immediately cease and refrain from further use or reference to the Intellectual Property and may no longer claim any affiliation with EWGA.

(b) Upon termination, Chapter agrees that, after satisfying all outstanding debts and obligations, remaining assets will be distributed according to the Chapter Bylaws.
13. **Indemnification/Insurance.** The parties agree to indemnify and hold each other harmless for all claims, liabilities, judgments and costs, including attorneys’ fee and court costs, of third persons arising out of the negligent acts, omissions or willful acts of each other. Chapter agrees to carry all insurances that EWGA requires of it. Notwithstanding the foregoing, EWGA will, to the extent possible and practical, as determined solely by EWGA, obtain and pay for riders to its insurance policy to cover Chapters officers and directors.

14. **Representations and Warranties.** The parties represent that the undersigned has the unencumbered right, power and authority to execute this Agreement and perform its obligations hereunder and to grant the rights set forth herein.

15. **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes upon: (a) the actual receipt by the recipient, if notice is given by personal delivery or any method not described below; (b) one business day after mailing, if notice is given by reputable overnight commercial courier service; (c) four (4) business days after mailing, if notice is given by U.S. mail, postage prepaid, certified or registered, return receipt requested; and (d) when sent, if notice is given by facsimile and a confirmation copy of such notice is simultaneously sent as described in subsection (a), (b) or (c) above. Unless either party notifies the other party in writing or the other party has actual knowledge of a change of name or address, notices shall be addressed as follows:

   To:   EWGA
         300 Avenue of the Champions, Ste 140
         Palm Beach Gardens, Florida 33418

   To:   Chapter Name:_____________________
         President:__________________________
         Address: __________________________

16. **Nonwaiver.** No term or provision hereof shall be deemed waived or any breach excused, unless such waiver or consent shall be in writing and signed by the party claimed by the other to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
17. **Partial Invalidity.** If any term or provision of this License Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

18. **Headings.** The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, supersedes all previous negotiations or proposals, and may only be modified by an amendment executed in writing by both parties hereto.

20. **Governing Law.** The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, and the parties expressly waive its choice of law rules. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the State of Florida. In any action to enforce this Agreement or with regard to a dispute related to it, the parties agree that all attorneys’ fees and court costs will be paid by the losing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**Executive Women’s Golf Association**

_________________________________       _________________________
(signature)       (signature)

_________________________________       ________________________________
(print name)      (print name)

Its: ________________________________

Its: ________________________________

Date: ________________________________

Date: ________________________________