

SUMMARY OF CHAPTER AFFILIATION AGREEMENT

The Chapter Affiliation Agreement (“Agreement”) outlines the relationship between The Club Managers Association of America (“CMAA”) and its local chapters. While many of the topics addressed in the Agreement are common sense, it is important to reduce these items to a formal contract in order to provide clarity and minimize confusion as to what is expected of CMAA and each Chapter. The below provides a section-by-section overview of the provisions that appear in the Agreement followed by the template Agreement.

Section I, Grant of Charter to Chapter, formally grants a charter to be a Chapter of CMAA and defines the Chapter primary service area or “Territory.” The charter authorizes Chapter to serve the needs of CMAA members through various activities within designated “Territory.” The charter will remain effective until terminated by CMAA or Chapter in the manner permitted under this Agreement.

Section II, Membership, states the membership requirements for the Chapter. Chapter members must also be members of CMAA at all times. Chapters may set their own terms and conditions of membership within individual bylaws so long as they are consistent with the CMAA bylaws. CMAA must approve the chapter terms of membership.

Section III, Obligations of CMAA, describes CMAA’s obligations under the Agreement, which include providing certain program resources and maintaining a membership database for the benefit of the Chapter.

Section IV, Obligations of Chapter, describes the expectations and parameters for the Chapter’s organization and operation. These items are included to ensure that the Chapter will operate in a manner that will allow it to maintain tax-exempt status

Section V, Intellectual Property and Confidential Information, grants the Chapter the right to use CMAA Intellectual Property including its name and logo, membership lists and other copyrighted or proprietary information and materials. Chapter also agrees to keep CMAA’s propriety information and materials confidential.

Section VI, Relationship of Parties, states that CMAA and the Chapter are separate legal entities, and neither party has the right to obligate each other, or make agreements on behalf of the other.

Section VII, Indemnification and Insurance, requires the Chapter to reimburse CMAA for any claim arising out of (1) the Chapter’s performance of its obligations under the agreement, (2) the Chapter’s failure to comply with any term or condition of the agreement, and/or (3) the Chapter’s breach of any representation or warranty under the agreement. This section protects CMAA and its other chapters and will make CMAA “whole” again if any of the covered events take place.

Section VIII, Revocation or Surrender of Charter, establishes the procedures to be undertaken by CMAA in the rare event it decides to revoke a chapter’s charter, which includes notice and an opportunity to cure. In addition, in the event the Chapter no longer wishes to be a chapter of CMAA, the Chapter has the right to surrender its charter upon providing notice to CMAA.

Section IX, Miscellaneous, contains a number of boilerplate provisions that are commonly used in contracts. These provisions address how the Agreement is interpreted, governed, and enforced.

**CLUB MANAGERS ASSOCIATION OF AMERICA
CHAPTER AFFILIATION AGREEMENT**

THIS CHAPTER AFFILIATION AGREEMENT (the "Agreement"), is made this [REDACTED] day of [REDACTED], 20 [REDACTED] (the "Effective Date"), by and between The Club Managers Association of America ("CMAA") and the [CHAPTER NAME] ("CHAPTER"). CMAA and CHAPTER may each be referred to herein as a "Party" and collectively as the "Parties." The Parties, intending to be legally bound, hereby agree as follows:

I. Grant of Charter to CHAPTER.

- A. **Charter.** Subject to the terms and conditions of this Agreement, CMAA hereby grants to the CHAPTER a non-exclusive charter to be a CHAPTER of CMAA, and the CHAPTER accepts a charter to be and continue as a CHAPTER of CMAA. CHAPTER acknowledges that this charter may be modified, suspended, or revoked by CMAA at any time in its sole discretion.
- B. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue until revoked by CMAA or surrendered by CHAPTER, pursuant to the terms of this Agreement ("Term").
- C. **Territory.** CHAPTER shall represent CMAA as CMAA's affiliate in [REDACTED] (the "Territory"), pursuant to and in accordance with CMAA's mission and purposes as set forth in CMAA's Articles of Incorporation and Bylaws or as otherwise established by CMAA's Board of Directors..
- D. **Authorized Activities.** CHAPTER agrees to conduct all CHAPTER activities in accordance with CMAA's Articles of Incorporation, Bylaws, rules and regulations established by CMAA's Board of Directors from time to time, and CMAA's purposes and mission. CMAA specifically authorizes CHAPTER to conduct activities within the Territory pursuant to the charter granted by this Agreement: CHAPTER meetings, learning events, professional development activities, networking functions, and such other activities that may be consistent with the mission and purposes of CMAA and in which CMAA may from time to time authorize CHAPTER to engage.
- E. **CHAPTER Policies.** The CHAPTER agrees to comply with the terms of the CHAPTER policies adopted by CMAA, as they may be adopted and amended from time to time provided that they are not in conflict with the terms of this Agreement.

II. Membership of CHAPTER. All Members of CHAPTER must be members in good standing of CMAA who reside or work within CHAPTER's Territory. The terms and conditions of membership in CMAA are determined exclusively by CMAA, but CHAPTER may create supplemental requirements for membership in the CHAPTER if such requirements are consistent with the requirements of membership in CMAA.

III. Obligations of CMAA. CMAA shall:

- A. Provide general membership structure, function and services for CMAA and CMAA members.
- B. Perform outreach, advertising and other activities meant to recruit new members to CMAA and CHAPTER, and to grow or maintain CMAA and CHAPTER membership base.
- C. Provide administrative support and operational guidance/direction, particularly with regard to fiscal, insurance, membership, certification, educational programs, and other matters requiring coordination with CMAA programs or functions.
- D. Maintain or provide for the maintenance of, a database of all members of the CHAPTER.
- D. Provide or facilitate coordination between CHAPTER and other chapters of CMAA to allow CHAPTER optimal opportunities for synergy from interaction with other chapters of the CMAA Organization.
- E. Assist CHAPTER in its mission to pursue the overall CMAA goals and objectives within CHAPTER Territory, to the degree and level decided by the CMAA Board of Directors.

IV. Obligations of CHAPTER. CHAPTER's obligations under this Agreement shall include:

A. Operational Requirements.

1. CHAPTER shall conduct its activities in strict accordance with this Agreement, the CMAA Articles and Bylaws, and any other written guidance or policies that has heretofore been or is later provided by CMAA.
2. CHAPTER agrees that its governing documents are and shall remain consistent in all material respects with CMAA's governing documents, as currently in effect and as may be amended from time to time. In particular, CHAPTER agrees that its stated purposes shall at all times be the same or materially consistent with those of CMAA, and that it will conduct its activities at all times in accordance with such purposes. CHAPTER acknowledges and agrees that its governing documents are subject to the review and approval of CMAA. CHAPTER shall send to CMAA copies of such governing documents upon the request of CMAA. CHAPTER In the event that CHAPTER's governing documents are not consistent in all material respects with CMAA's governing documents, CHAPTER shall work with CMAA and amend the governing documents to become consistent in all material respects with CMAA's governing documents. Any proposed amendments to CHAPTER's Articles (or Certificate) of Incorporation or Bylaws must first be submitted to, and approved by, CMAA's Chief Executive Officer or his/her designee.

3. CHAPTER warrants that it is in full compliance with all applicable laws, regulations, and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with all applicable laws, regulations, and other legal standards. Further, CHAPTER warrants that it shall at all times maintain all permits, licenses, and other governmental approvals that may be required in any jurisdiction in which CHAPTER operates.
4. CHAPTER shall maintain reasonable records related to all of its programs, activities and operations. CHAPTER shall submit regular written reports, no less than once per year, to CMAA summarizing its programs, activities and operations, including but not limited to budget and financial statements, and any other information required by CMAA. Upon the written request of CMAA, the CHAPTER will permit CMAA or CMAA's designated agent(s) to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to CMAA copies of such records upon the request of CMAA.

B. Corporate and Tax Status

1. CHAPTER warrants that it is an incorporated nonprofit corporation and that it shall at all times be in good standing with its state of incorporation and operate in a manner consistent with CHAPTER's tax-exempt purposes.
2. CHAPTER warrants that it will timely file all annual or biennial reports required by its state of incorporation and with each state in which it is registered to do business. CHAPTER further warrants that it will timely file the appropriate annual information return required by the Internal Revenue Service, such as the Form 990.
3. CHAPTER shall forward to CMAA a copy of any adverse notice or other correspondence received from any governmental agency in connection with CHAPTER's corporate or tax status, within seven (7) days of receipt of such notice.
4. CHAPTER shall notify CMAA in writing of any audit performed by the Internal Revenue Service or any state revenue agency within seven (7) days of the commencement of such audit.

C. Programs and Activities. CHAPTER shall endeavor to sponsor programs and activities that serve the purposes and objectives of the CMAA and shall use its best efforts to ensure that these programs and activities are of the highest quality with respect to program content, materials and logistical preparation. CHAPTER agrees to comply with requirements set forth in any written guidance or policies with respect to specific activities, and the maintenance of activity level.

V. Intellectual Property and Confidential Information.

- A. Limited License. Subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to

CHAPTER by CMAA, and subject to CHAPTER remaining in good standing with CMAA, CHAPTER is hereby granted a limited, revocable, non-exclusive license to use: (i) the CMAA trademarks CMAA, CLUB MANAGERS ASSOCIATION OF AMERICA and the CMAA circle design shown immediately below (collectively, “Licensed Marks”)



as follows and subject to the additional controls set out in this section V: (a) with the word “Chapter” immediately following the geographic location of the CHAPTER (e.g., “Arkansas Chapter”) shown in a conspicuous manner and placed in immediate proximity to the combined full-name-and-circle logo below (“Combined Logo”), without modifying the Licensed Marks or combining them with any other attention-getting terms or designs, the first and most prominent time the Licensed Marks are used on a website or in any other materials; and (b) with CMAA immediately followed by the word “Chapter” and then the geographic location of the CHAPTER (e.g., “CMAA Arkansas Chapter”) after “(a)” is satisfied;



(ii) CMAA’s membership mailing, telephone, fax, and electronic mail lists with respect to past, current or prospective members of CMAA located within the Territory (hereinafter collectively referred to as the “Mailing List”); and (iii) all copyrighted or proprietary information and materials provided by CMAA to CHAPTER during the Term of this Agreement (hereinafter referred to as the “Proprietary Information”) (the Licensed Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the “Intellectual Property”) for official CHAPTER-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement.

- B. Ownership of Intellectual Property. The Intellectual Property is and shall remain at all times the sole and exclusive property of CMAA. Use of the Intellectual Property shall create no rights for CHAPTER in or to the Intellectual Property or its use beyond the terms and conditions of this limited, revocable, non-exclusive license. CHAPTER agrees that its usage of CMAA’s Intellectual Property shall be restricted solely to the activities authorized under this Agreement and CHAPTER further agrees that the exploitation of such right of usage shall protect the name and goodwill of CMAA.

C. Quality Standards. In order to ensure and maintain quality standards with respect to the use of the Intellectual Property all uses of the Intellectual Property by the CHAPTER shall be subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to CHAPTER by CMAA. CHAPTER's use of the Licensed Marks and the nature and quality of goods/services connected therewith must conform to standards set by, and remain under the control of, CMAA.

a. CHAPTER shall use the Licensed Marks only in the Territory, for the Term, and as a collective membership mark and as a service mark, specifically, CHAPTER shall use the Licensed Marks only to (i) indicate that it is a chapter of CMAA in good standing in the Territory and (ii) provide services that, in the view of CMAA, promote the interests and purposes of CMAA. CHAPTER's use of the Licensed Marks inures solely and permanently to the benefit of CMAA, its successors and assigns.

b. CHAPTER may not at any time challenge this section V of the Agreement or CMAA's rights, use, applications, registrations or third-party licensing with respect to the Intellectual Property, or assist or encourage others to do so. CHAPTER may not seek to register or claim rights in the Intellectual Property, parts thereof, or marks confusingly similar to the Licensed Marks, or assist or encourage others to do so. CHAPTER may not use marks that are parts of, or confusingly similar to, the Licensed Marks. CHAPTER may not use the Intellectual Property in a way that violates the law or, in CMAA's view, might mischaracterize the relationship between CMAA and CHAPTER (including, but not limited to mischaracterizing the fact that CHAPTER is a separate and distinct legal entity from CMAA); tarnish or disparage the positive image and goodwill of CMAA and the Intellectual Property; or cause confusion, mistake, or deceive others into thinking that CMAA is the origin of, sponsors, or certifies CHAPTER or CHAPTER's goods, services, or commercial activities (other than as allowed by this section of the Agreement). CHAPTER may not sue or threaten to sue CMAA for contributory infringement regarding activity by other licensees who use the Intellectual Property. CHAPTER shall release CMAA, hold CMAA harmless, and indemnify and defend CMAA from all third-party claims of liability for acts or omissions committed by CHAPTER during CHAPTER's use of the Intellectual Property, except CHAPTER shall have the right to defend third-party claims of copyright or trademark infringement regarding the Intellectual Property. This subsection applies during the duration of the Agreement and after termination.

c. CHAPTER must use the most current versions of the Intellectual Property, which may be updated from time to time, including to the extent the "TM," "®," or © symbol is shown. CHAPTER may not revise or alter the Intellectual Property in any way, and CHAPTER must display the Intellectual Property in the same form as produced by

CMAA. CHAPTER may not use the Intellectual Property in conjunction with any other trademark, service mark, or other mark without the express prior written approval of CMAA. CHAPTER may not sublicense the Intellectual Property, parts thereof, or marks confusingly similar to the Licensed Marks to others. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. Parties who wish to use the Intellectual Property in a manner other than permitted above (including but not limited to use of the Licensed Marks for merchandising purposes), or wish to use CMAA's other Intellectual Property, must obtain separate written licenses from CMAA.

d. In any authorized use by CHAPTER of the Intellectual Property, CHAPTER shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Territory, and any other guidelines that CMAA may prescribe.

e. CMAA shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. CMAA reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that CHAPTER's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

f. Use of the Intellectual Property shall create no rights for CHAPTER in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights in the Intellectual Property granted to CHAPTER under this Agreement shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CMAA may also terminate the License or prohibit any particular use of the Intellectual Property by written notice to CHAPTER, at any time CHAPTER violates one or more of the terms of the Agreement, in the determination of CMAA. Once the License terminates, Licensees must immediately and permanently stop using the Intellectual Property and may not use marks confusingly similar to the Licensed Marks. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

D. Confidential Information. During the Term of this Agreement, CHAPTER's directors, officers, employees, members, and agents may receive or have access to data and information that is confidential and proprietary to CMAA. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to CHAPTER in connection with this Agreement shall be considered the sole property of CMAA. The Mailing List is Confidential Information. Confidential Information may be used by the CHAPTER only for purposes of performing its obligations under this Agreement. Notwithstanding the foregoing, the use by CHAPTER of the list of CHAPTER's current members, as well as their respective mailing, telephone, fax, and

electronic mail information, will not be subject to the restriction as set forth in this Section. CHAPTER shall not disclose Confidential Information to any third party without the prior written consent of CMAA, except as required or permitted by law. CHAPTER shall not use nor duplicate any Confidential Information except as authorized by CMAA. Upon any revocation, surrender or other termination of this Agreement, CHAPTER shall: (i) deliver immediately to CMAA all Confidential Information of CMAA, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; and (ii) make no further use of it.

VI. Relationship of Parties. CMAA and CHAPTER agree that they are, and shall remain, separate legal entities. Nothing in this Agreement is intended to create any partnership, joint venture, or agency relationship of any kind between the Parties. Neither Party has the right or authority to make any representation or warranty or incur any obligation or liability on behalf of the other Party. Neither Party shall make any representation to a third party inconsistent with this Section.

VII. Indemnification and Insurance. CHAPTER shall indemnify, defend and hold harmless CMAA, its subsidiaries, affiliates, and related entities and their directors, officers, employees, agents, and members from and against any loss, damage, injury, accident, casualty, liability, claims, liens, judgments, penalties, fines, costs or expenses (including, but not limited to, reasonable attorneys' fees) of any kind (collectively, "Claims"), and all amounts paid in the investigation, defense or settlement of any of the foregoing Claims, that arise out of, or involve in any way, (i) any act or omission by CHAPTER or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents; (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by CHAPTER in this Agreement; (iii) the performance of the CHAPTER's obligations under this Agreement; or (iv) the failure of the CHAPTER or any of its directors, officers, employees, or other representatives to comply with any term or condition of this Agreement. CHAPTER shall promptly notify CMAA upon receipt of any Claim and shall grant to CMAA the sole conduct of the defense to any Claim. CHAPTER shall maintain comprehensive liability insurance and other insurance necessary to protect itself against any Claims arising from any activities in connection with this Agreement, and to fulfill its obligations under this Agreement. CHAPTER shall provide CMAA an insurance certificate reflecting such insurance policies upon request. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VIII. Revocation or Surrender of Charter.

- A. **Revocation of Charter.** The charter granted by CMAA to CHAPTER shall remain in full force and effect unless and until revoked by CMAA or surrendered by CHAPTER in accordance with the provisions of this Agreement. CMAA, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the CMAA Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement or CMAA policy, including but not limited to the failure to meet stated

CHAPTER Charter requirements, to follow administrative procedures, or to generally act consistent with the objectives of CMAA.

Any decision by CMAA to revoke CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based. CMAA shall provide CHAPTER with a minimum of thirty (30) days from the date of such notice to cure any alleged breach of this Agreement, or to provide a written response to the proposed revocation for review by CMAA's Board of Directors.

In the event that CMAA determines, in its sole discretion, that CHAPTER has not corrected the condition leading to CMAA's decision to revoke CHAPTER's charter, CMAA shall so notify CHAPTER in writing.

- B. Surrender of Charter. CHAPTER may surrender its charter by delivering to CMAA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.

IX. Miscellaneous.

- A. Entire Agreement. This Agreement constitutes the entire agreement between CMAA and CHAPTER with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written.
- B. Waiver. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. No waiver, amendment or other modification of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each Party.
- C. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration under the rules of the American Arbitration Association then in force, before a single arbitrator. Said arbitration shall take place in the Commonwealth of Virginia. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration, which may be brought only before a court of competent jurisdiction located within the Commonwealth of Virginia, United States of America. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party, as well as the costs of the arbitration. In connection with the resolution of any dispute, the Parties to this Agreement hereby expressly waive their right to litigate or otherwise resolve matters in a trial by jury or in any civil court. Further, each Party waives its rights to any extra contractual damages of any kind.
- D. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles.

- E. Assignment. CHAPTERCHAPTER may not sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of CMAA.
- F. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and permitted assigns.
- G. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
- H. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- I. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be invalid or unenforceable then the remaining portion of the Agreement shall remain in full effect and the rights and obligations of the Parties shall be construed and enforced.
- J. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties hereto and their respective heirs, successors and permitted assigns.
- K. Notice. All notices and other communications between the Parties must be in writing. All notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, or (iv) electronic mail to the party's address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section. A notice given in accordance with this Agreement will be effective upon receipt by the Party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

If to CMAA:

Club Managers Association of America

[Redacted]

Attn: [Redacted]

Mailing Address

Email

If to CHAPTER:

[Redacted]

Attn: [Redacted]

Mailing Address

Email