

CHAPTER AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the “Agreement”), is made on _____ (“Effective Date”) by and between the American Guild of Organists (“the Guild”) and the _____ (“Chapter”).

It is agreed as follows:

I. Grant of Charter to Chapter

- A. **Charter.** The Guild hereby grants to the Chapter a nonexclusive charter to be a Chapter of the Guild. In accordance therewith, the Chapter is authorized to use the name and logo of the Guild in or in connection with the Chapter’s name, acronym, and logo, with the authority to use such marks in connection with the Chapter’s activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to the Chapter by the Guild.
- B. **Term and Termination.** The Term of this Agreement shall commence on the Effective Date set forth above and shall continue until revoked by the Guild or until the Chapter is disbanded by request of the Chapter, pursuant to the terms of this Agreement for revocation and disbandment.
- C. **Authorized Activities.** The Guild specifically authorizes the Chapter to conduct the following activities within the Region: chapter meetings, concerts, educational workshops or programs as authorized by the Guild, and other such activities as may be consistent with the mission and purposes of the Guild and in which the Guild may from time to time authorize Chapter to engage.

II. Membership

Members of the Chapter shall be members of the Guild. The terms and conditions of membership in the Guild and the Chapter shall be determined exclusively by the Guild.

III. Obligations of the Guild

The Guild’s obligations under this Agreement shall include the following:

- A. **Operate in Conformity with Its Charter, Bylaws, and Operating Procedures,** and the laws and regulations of its jurisdiction, as well as the jurisdictions of its chapters, as appropriate in the operations of its chapters.
- B. **Maintain Membership Database.** The Guild will maintain a system of records to track all members of the American Guild of Organists, including members of the Chapter.
- C. **Dues Collection.** The Guild will bill and collect American Guild of Organists membership dues, including chapter portions of membership dues and contributions to the chapter collected during the membership renewal process. The Guild will forward payments to the Chapter for the chapter portion of dues and contributions collected on behalf of the Chapter through electronic payments. Payments shall be disbursed within ninety days of the Guild receiving them.
- D. **Regular Communication.** The Guild will regularly communicate with the Chapter about plans, proposals, resolutions, and initiatives of the American Guild of Organists.
- E. **Growth and Development.** The Guild will consult with the Chapter in an effort to assist the Chapter to grow and develop.
- F. **Liability Coverage.** The Guild will maintain commercial general liability and directors and officers insurance.

IV. Obligations of the Chapter

The Chapter's obligations under this Agreement shall include the following:

- A. Corporate and Tax Status.** The Chapter warrants that it is, and shall remain, formed as a nonprofit association (whether unincorporated or incorporated) in good standing in the jurisdiction of formation and exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, whether by virtue of its own determination letter or through inclusion as a subordinate in a group exemption maintained by the Guild. The Chapter shall provide the Guild with such information and documentation as the Guild reasonably requests to establish or maintain the Chapter's exempt status, including any information required for the Guild's group exemption.
- B. Operating Procedures and Other Requirements.** The Chapter must adopt and adhere to Operating Procedures. The Chapter's Operating Procedures must be approved by the Guild. Amendments to the Chapter's Operating Procedures must be approved by the Executive Committee, with a copy of the amended Procedures sent to the Guild's National Headquarters Office.
- C. Compliance with Laws.** The Chapter is in and will continue to be 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 law, regulations, and other legal standards.
- D. Recordkeeping and Reporting.** The Chapter shall maintain reasonable records related to all of its programs, activities, finances, and operations. The Chapter shall submit regular written reports, no less than once per year, to the Guild summarizing its programs, activities, and operations. Upon the written request of the Guild and at the Guild's expense, the Chapter shall permit the Guild or the Guild-designated agent to review appropriate records of the Chapter pertaining to its programs, activities, and operations. Alternatively, the Chapter shall send to the Guild copies of such records.
- E. Programs and Activities.** The Chapter shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of the Guild, and shall use commercially reasonable efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. The Chapter shall endeavor to use, to the extent practicable, materials available through the Guild in support of such programs and activities. The Chapter shall send to the Guild on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that the Chapter intends to sponsor or conduct. The Guild may, at its sole discretion, send representatives to observe such programs and activities.

V. Intellectual Property and Confidential Information

- A. Limited License.** In accordance with the Guild's nonexclusive grant of a charter to the Chapter to be a Chapter of the Guild, the Chapter is hereby granted a limited, revocable, nonexclusive license to use (i) the name of the Guild, logo of the Guild, and other the Guild trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the Marks) and (ii) all copyrighted or proprietary information and materials provided by the Guild to the Chapter during the Term of this Agreement (hereinafter referred to as the "Proprietary Information") (the Marks and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with the Chapter's name, acronym, and logo and for other official Chapter-related purposes with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to the Chapter by the Guild. Any Chapter names, acronyms, and logos developed by the Chapter during the

affiliation that incorporate, derive from, or are confusingly similar to the Marks shall be, and shall remain, the intellectual property of the Guild. Chapter names, acronyms, and logos independently developed by the Chapter that do not incorporate or derive from the Marks shall remain the property of the Chapter, provided that their use complies with this Agreement and does not mischaracterize the relationship between the Guild and the Chapter.

VI. Relationship of Parties

Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the parties, it being understood and agreed that no provision contained herein, and no act of the parties, shall be deemed to create any relationship between the parties other than the relationship set forth herein. For the avoidance of doubt, the independence described in this Section addresses the parties' respective legal liabilities and financial responsibilities and does not limit the general supervision the Guild exercises over the Chapter for purposes of the Guild's exempt purposes and any group tax exemption maintained by the Guild. The Chapter acknowledges that it is affiliated with, and subject to the general supervision of, the Guild, and agrees to provide the annual financial, activity, and compliance information the Guild requires to maintain such supervision.

VII. Indemnification

The Chapter shall indemnify, save, and hold harmless the Guild, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, successors, and assignees, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever asserted by a third party (a "Claim"), which may arise by reason of any negligent or other wrongful act or omission by the Chapter or any of its officers, directors, employees, members, or agents, except to the extent that such Claim arises from the gross negligence or willful misconduct of the Guild. 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 the Guild to the Chapter hereunder shall remain in full force and effect unless and until revoked by the Guild or surrendered by the Chapter in accordance with the provisions of this Agreement. The Guild, through its National Council, shall have the authority to revoke the charter of the Chapter if the Guild determines that the conduct of the Chapter is in breach of any provision of this Agreement. Any decision by the Guild to revoke the Chapter's charter shall be initiated by sending written notice to the Chapter specifying the grounds upon which the revocation is based (provided, however, that the Guild shall provide the Chapter with thirty [30] days from the date of such notice to cure any alleged breach of this Agreement). In the event that the Guild determines, in its sole discretion, that the Chapter has not corrected the condition leading to the Guild's decision to revoke the Chapter's charter, the Guild shall so notify the Chapter in writing. The Guild's decision shall become final thirty (30) days after sending such written notice to the Chapter unless, within those thirty (30) days, the Chapter delivers to the Guild a written notice to appeal such determination. Upon the timely filing of such an appeal notice, the Chapter shall have the opportunity to present its case, by written communication or in person, to the National Council of the Guild pursuant to the applicable rules or procedures prescribed by the Guild's National Council. The decision of the Guild's National Council upon such appeal shall be final and not subject to further appeal.
- B. Surrender of Charter.** The Chapter may surrender its charter by requesting that the Guild's National Council disband the chapter at its next meeting following the date of the request.

- C. Discontinuation of Privileges.** Upon surrender or termination, the Chapter shall cease using the Guild's name, trademark, trade name and logo and all other rights and privileges associated with being affiliated with the Guild. The Chapter's financial obligations to the Guild incurred before termination shall remain an obligation of the Chapter until paid or otherwise resolved.

IX. Miscellaneous

- A. Entire Agreement.** This Agreement (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- B. Assignment.** This Agreement may not be assigned nor the rights granted hereunder transferred or sublicensed, by either party without the express prior written consent of the other party.
- C. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York for any dispute arising out of or relating to this Agreement that is not otherwise resolved under the procedures set forth herein.
- D. Severability.** If any provision of this Agreement is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, severed, and the remaining provisions shall continue in full force and effect.
- E. No Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. A party's failure or delay in exercising any right under this Agreement shall not operate as a waiver of that or any other right.
- F. Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures delivered electronically or by other electronic means shall be deemed original signatures.
- G. Survival.** The provisions of this Agreement that by their nature should survive termination—including the intellectual-property provisions of Section V, the indemnification provisions of Section VII, the Limitation of Liability provision, and any accrued financial obligations—shall survive the revocation, surrender, or other termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

American Guild of Organists:

Print Name: _____

Signature: _____

Title: _____ Date: _____

_____ **CHAPTER:**

Print Name: _____

Signature: _____

Title: _____ Date: _____