

ASA Chapter Model Affiliation Agreement



THIS AFFILIATION AGREEMENT (the "Agreement"), is made this ____ day of _____, 20____, by and between Americans for Safe Access ("ASSOCIATION"), a 501c4 nonprofit corporation, with its principal place of business at 1806 Vernon Street NW, Washington, D.C. 20009 and _____ ("CHAPTER"), an unincorporated association of ASA members, with its regional focus in _____.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

I. Grant of Charter to CHAPTER.

A. Charter. ASSOCIATION hereby grants to CHAPTER non-exclusive charter to be a chapter of ASSOCIATION, both parties agree that _____ CHAPTER upon finding ten qualifying members, electing a steering committee, and adopting appropriate bylaws in accordance therewith, _____ CHAPTER is authorized to use the name "Americans for Safe Access," acronym "ASA," and logo of ASSOCIATION in or in connection with CHAPTER's name, acronym and logo, with the authority to use such marks in connection with 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 CHAPTER by ASSOCIATION.

B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by ASSOCIATION or surrendered by CHAPTER, pursuant to the terms of this Agreement for revocation and surrender. The Terms of this Agreement are subject to an annual renewal process as set forth herein. Failure to comply with annual renewal expectations may result in termination at the discretion of the ASSOCIATION. In the event of CHAPTER termination, the CHAPTER must return any materials, products, or other goods purchased with the funds dispersed by the ASSOCIATION to the ASSOCIATION in a timely manner. Any funds in CHAPTER accounts will be relinquished to the ASSOCIATION.

C. Territory. CHAPTER shall carry out the mission of the ASSOCIATION in _____ (the "Territory"), pursuant to the ASSOCIATION's bylaws or as otherwise established by ASSOCIATION's Board of Directors. CHAPTER acknowledges that this designation is non-exclusive in the Territory and that ASSOCIATION may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

D. Authorized Activities. ASSOCIATION specifically authorizes CHAPTER to conduct the following activities within the Territory pursuant to the Obligations of the CHAPTER subsection; 1. CHAPTER participants with active memberships with the ASSOCIATION may vote on local CHAPTER leadership, "Chapter Steering Committee", and other CHAPTER issues; 2. conduct CHAPTER meetings on an ongoing basis with a frequency set forth by the local CHAPTER; 3. address local, state and national agendas as defined by subsections Obligations of the ASSOCIATION and Obligations of the CHAPTER; 4. conduct fundraisers pursuant to the fundraising subsection set forth herein; 5. conduct approved forms of community outreach and education; 6. sign up local

dispensaries and/or businesses for the ASSOCIATION'S Raid Response Program; 7. sign up local dispensaries and/or businesses for sponsorship of the ASSOCIATION utilizing the ASSOCIATION'S "Keep the Money in the Movement" program pursuant to the fundraising subsection set forth here in; 8. meet with members of the local, state government regarding approved local, state, and national agendas; 9 participate in events and actions consistent with the mission statement of the ASSOCIATION, and such other activities as may be consistent with the mission and purposes of ASSOCIATION and in which ASSOCIATION may from to time to time authorize CHAPTER to engage.

II. Membership.

Members of CHAPTER also must be members of ASSOCIATION. The terms and conditions of membership in ASSOCIATION shall be determined exclusively by ASSOCIATION. The terms and conditions of membership in CHAPTER shall be determined exclusively by CHAPTER, and shall be set forth in CHAPTER'S Bylaws. All CHAPTER and ASSOCIATION membership dues shall be collected directly from members by ASSOCIATION. ASSOCIATION shall thereafter remit CHAPTER dues to CHAPTER.

III. Obligations of ASSOCIATION.

ASSOCIATION's obligations under this Agreement shall include:

- A. List CHAPTER on ASSOCIATIONS website AND refer inquiries from interested parties within the TERRITORY to CHAPTER.
- B. Respond to local needs of CHAPTER. ASSOCIATION'S response level will be pursuant to tiered system based on fundraising performed by CHAPTER, or at the discretion of the ASSOCIATION. Response from the ASSOCIATION will be within 24-36 hours from receipt of request from CHAPTER.
- C. Provide CHAPTER with National Campaign Agendas.
- D. Provide monthly newsletters to CHAPTER via email list.
- E. Provide Organizer Calls at a frequency to be determined by the ASSOCIATION.
- F. Provide CHAPTER Orientation Calls at a frequency to be determined by the ASSOCIATION.
- G. Send out email blasts and action alerts with information consistent with the mission statement of the ASSOCIATION within 24-36 hours from the receipt of request from the CHAPTER.
- H. Provide and manage financial accounts for CHAPTER pursuant to the CHAPTER Fundraising section herein.
- I. Provide and maintain accurate disbursement of funds to CHAPTER pursuant to the Chapter Fundraising section herein. Funds will be dispersed to CHAPTER within 24-36 hours of request from CHAPTER provided the records are in good standing.

- J. Provide CHAPTER with all materials needed for reporting requirements.
- K. The ASSOCIATION will provide increased support and resources for newly forming and developing chapters for up to two years after the CHAPTER'S signing of this contract despite funds raised to aid the CHAPTER in successful development.

IV. Obligations of CHAPTER.

CHAPTER's obligations under this Agreement shall include:

A. Association of ASA members. Chapters must be made up of a minimum of 10 members of the ASSOCIATION whose membership is in good standing.

B. Bylaws and Other Requirements. As a condition of receipt of its charter as a CHAPTER of ASSOCIATION, CHAPTER shall provide a copy of its bylaws to the ASSOCIATION. Such CHAPTER Bylaws are, and shall remain, consistent in all material respects with the Model Bylaws and incorporated by reference herein. Any amendments to CHAPTER'S Bylaws must first be submitted to, and approved by, ASSOCIATION. The ASSOCIATION will approve the amendments to the bylaws within 24-36 hours from receipt of request from CHAPTER.

C. Compliance with Laws. 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. Furthermore it is the sole responsibility of the chapter to obtain any other permits, licenses, and approval need by CHAPTER.

D. Recordkeeping and Reporting. CHAPTER shall maintain all financial records pursuant to the Chapter Fundraising section herein.

E. Programs and Activities. CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of ASSOCIATION, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. CHAPTER shall endeavor to use, to the extent possible, materials available through ASSOCIATION in support of such programs and activities. CHAPTER shall send to ASSOCIATION on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that CHAPTER intends to sponsor or conduct.

F. Government Affairs Efforts. CHAPTER shall endeavor to conduct government affairs efforts within the Territory consistent with the purposes and objectives of ASSOCIATION. In performing this function, CHAPTER shall work with ASSOCIATION in order to ensure national consistency in these efforts.

G. Adopt and Enforce ASSOCIATION'S Non-Discrimination Policy. ASA is committed to providing an environment that is free from discrimination in practice and opportunity because of race, color, religion, creed, national origin, ancestry, disability, gender, sexual orientation, or age.

H. Other Obligations:

1. Participate in National Agenda and Campaigns.
2. Inform the ASSOCIATION of local and state agenda items.
3. Get dispensaries, other at risk businesses, and local activists signed up for the ASSOCIATION's Raid Response Program.
4. Submit a Quarterly Report Worksheet as provided by ASSOCIATION including information regarding plans, agendas, and campaigns created by the CHAPTER.
5. Meet with Members of Congress or their staff on National Agenda items semi-annually.
6. Maintain accurate financial records with the ASSOCIATION in order to receive disbursement of funds from the ASSOCIATION.
7. Any CHAPTER that raises \$5,000.00 in revenue or greater per calendar year must hold one annual fundraising event for the benefit of the ASSOCIATION pursuant to ASSOCIATION's approval
8. The CHAPTER may not hire or employ anyone to work for or represent the CHAPTER or the ASSOCIATION. All employees must approved by the ASSOCIATION.

V. Chapter Fundraising and Expenditures

A. Funds. Upon approval of their charter, the ASSOCIATION will begin designating CHAPTER funds pursuant to this section and provide CHAPTER with a pre-paid card. The ASSOCIATION will deduct 5% to cover costs of overhead of all funds raised. Lost or stolen cards must be reported to the ASSOCIATION immediately. CHAPTER is liable for any funds used outside of formal fund request. ASSOCIATION will produce a monthly accounting statement to CHAPTER. It is the CHAPTER's responsibility to report any missing funds from statement.

In addition the CHAPTER's annual fundraiser as outlined under CHAPTER Obligations, there are a variety of fundraising forms and opportunities for chapters to engage in. All proceeds collected by CHAPTER shall be sent to the ASSOCIATION in the form of money-order, checks and credit card information to be processed. All checks should be made out to Americans for Safe Access with CHAPTER name in memo section. ASSOCIATION shall thereafter remit CHAPTER a percentage of funds to the CHAPTER based on the following percentages.

1. Membership dues for the ASSOCIATION collected by the CHAPTER starting with the qualifying ten members: 30% remitted to CHAPTER.
2. If CHAPTER meets terms set forth in Section IV. Obligations of the Chapter, any funds raised by qualifying a CHAPTER at Annual Fundraiser: 30% of net revenue remitted to CHAPTER.
3. Funds raised at fundraisers other than annual fundraiser: 80% remitted to CHAPTER.

4. Keep the Money in the Movement participants signed up by CHAPTER, both medical cannabis related or otherwise: 30% remitted to CHAPTER.
5. Collection of donations through Donation Jars placed by CHAPTER in the CHAPTER's Territory: 50% remitted to CHAPTER.
6. Collection of donations at tabling events: 70% remitted to CHAPTER.
7. Collection of donations through "passing the hat" at CHAPTER meetings: 100% remitted to CHAPTER.
8. Organizing trainings conducted by the ASSOCIATION: 30% of net to CHAPTER.
9. Sale of ASA Patient Resource Program: 10% of net to CHAPTER.
10. Special projects or local campaigns: 100% to CHAPTER.

B. Expenditures. In order for CHAPTER to access funds, CHAPTER must fill out fund request form and if CHAPTER accounts are in good standing the ASSOCIATION will disperse funds to CHAPTER card. CHAPTER must return receipts to ASSOCIATION to remain in good standing. Due to reporting requirements under the ASSOCIATION's 501 (c) 4, expenditures for the chapter must follow the same spending guidelines. If a CHAPTER decides to hire anyone for services for CHAPTER activities such as special projects/programs or commission fundraising arrangements, such activity must be done through the ASSOCIATION. The ASSOCIATION will conduct final interviews of candidates and will handle all tax filings.

VI. Intellectual Property and Confidential Information.

A. Limited License. In accordance with ASSOCIATION's non-exclusive grant to CHAPTER to be a chapter of ASSOCIATION in the Territory, CHAPTER is hereby granted a limited, revocable, non-exclusive license to use so long as the chapter is in good standing;

1. the name "Americans for Safe Access" ____, " acronym " ASA ," logo of ASSOCIATION, and other ASSOCIATION trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks");
2. all copyrighted or proprietary information and materials provided by ASSOCIATION to CHAPTER during the Term of this Agreement (hereinafter referred to as the "Proprietary Information")(the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property");
3. CHAPTERS may purchase such materials from the ASSOCIATION and seek compensation;
4. CHAPTERS must provide credit to the ASSOCIATION where the CHAPTER reproduces any intellectual property or other materials from the ASSOCIATION;
5. All trainings are the property of the Association. Any training provided by the ASSOCIATION to the CHAPTER or any member of the CHAPTER

who has been trained by the ASSOCIATION to conduct trainings are restricted to the use by the CHAPTER under this agreement. Trainings may not be reproduced or rebranded by any individual or entity;

6. Social media accounts which contain the name of the CHAPTER, including but not limited to Facebook, Twitter, and YouTube, as well as CHAPTER Website not maintained by the ASSOCIATION are the property of ASSOCIATION. Login information and/or access to such accounts must be provided upon request of an employee of ASSOCIATION. All CHAPTER members who are invited to use a social media account that includes the CHAPTER's name must sign an agreement acknowledging that this account is not their property, and that passwords and/or access to the account must be surrendered upon request of ASSOCIATION. No CHAPTER member may start a social media account whose profile name includes "ASA" or "Safe Access" without permission of ASSOCIATION, and all such accounts will be bound by this agreement. This agreement is enforceable by law, and CHAPTER members will not contest requests to transfer account access to ASSOCIATION.

B. Intellectual Property. The Intellectual Property is and shall remain at all times the sole and exclusive property of ASSOCIATION. The Intellectual Property may be used by CHAPTER of ASSOCIATION if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by CHAPTER to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by ASSOCIATION. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of CHAPTER by ASSOCIATION. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by ASSOCIATION in its sole discretion.

1. ASSOCIATION's logo may not be revised or altered in any way, and must be displayed in the same form as produced by ASSOCIATION. These Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of ASSOCIATION.
2. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. CHAPTER shall not permit any third party to use the Intellectual Property without ASSOCIATION's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without ASSOCIATION's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of ASSOCIATION, discredits ASSOCIATION or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between ASSOCIATION and CHAPTER, including but not limited to the fact that CHAPTER is a separate and distinct legal entity from ASSOCIATION.
3. CHAPTER shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit, or otherwise disseminate the Mailing List, in

whole or in part, to any third party without the express prior written approval of ASSOCIATION. CHAPTER must share all contacts mailing lists with the ASSOCIATION.

4. 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 of usage of the Intellectual Property by CHAPTER shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

C. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall:

1. deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof;
2. make no further use of it; and
3. make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party.
4. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

VII. Relationship of Parties.

The relationship of ASSOCIATION and CHAPTER to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that CHAPTER is an agent of ASSOCIATION.

VIII. Indemnification.

CHAPTER shall indemnify, save and hold harmless ASSOCIATION, its affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, 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 (a "Claim"), which may arise by reason of (i) any act or omission by CHAPTER or any of its, affiliates, related

entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by CHAPTER in this Agreement. This indemnity shall require CHAPTER to provide payment to ASSOCIATION of costs and expenses as they occur. CHAPTER shall promptly notify ASSOCIATION upon receipt of any Claim and shall grant to ASSOCIATION the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

IX. Revocation or Surrender of Charter.

A. Revocation of Charter. The charter granted by ASSOCIATION to CHAPTER hereunder shall remain in full force and effect unless and until revoked by ASSOCIATION in writing or surrendered by CHAPTER in accordance with the provisions of this Agreement. ASSOCIATION, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the Board of Directors at its sole discretion with or without cause. The decision of the Board of Directors is final.

B. Surrender of Charter. CHAPTER may surrender its charter by delivering to ASSOCIATION written notice of its intention to do so no less than 7 days prior to the effective date of such surrender.

X. 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. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

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.

C. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of _____ . 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. 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.

E. 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 State of CA. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of CA. Each party

hereby consents to the jurisdiction of the federal, state and local courts located within the State of CA.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. 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.

I. 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.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by fax, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or fax numbers:

If to ASSOCIATION:

Attn.: _____, _____

Fax (____) _____ - _____

If to CHAPTER:

Attn.: _____, _____

Fax (____) _____ - _____

* * * * *

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

ASSOCIATION – Americans for Safe Access

Date: _____

Name: _____

Title: _____

Signed: _____

CHAPTER - _____ Chapter Steering Committee

Date: _____

Name: _____

Title: _____

Signed: _____

Date: _____

Name: _____

Title: _____

Signed: _____

Date: _____

Name: _____

Title: _____

Signed: _____

Date: _____

Name: _____

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