



Member Agreement and Application

Member Organization: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Web Address: _____

Primary Contact: _____

POC Email: _____ POC Phone: _____

Mission Statement: _____

Full-Time Employees: _____ Part-Time Employees: _____ Served Clients (Yearly): _____

Is your organization fully or partially funded by government (local, state, or Federal) grants?

- Yes
- No

What do you perceive as your organization's critical needs? _____

How effective/engaged is your Board of Directors? _____

Membership Level and Yearly Dues (Based on Organization's Total Annual Revenue):

- 0 - \$100,000 Annual Revenue - \$50
- \$100,001 - \$1,000,000 Annual Revenue - \$100
- \$1,000,000 and greater - \$150

Billing Information (Credit or Debit Card Type/Number/Expiration Date)

- Visa Card No. _____ Expiration Date: _____
- Mastercard Card No. _____ Expiration Date: _____
- American Express Card No. _____ Expiration Date: _____
- Check (Make payable to Support Emerald Coast, Inc.) Check No. _____

Authorized by (Printed): _____ Date: _____

Authorized by (Signed): _____ Date: _____

Accepted by Support EC: _____ Date: _____

This Application and Agreement (the "Agreement"), when signed by the applicant and accepted by Support Emerald Coast ("Support EC"), constitutes a binding contract between SUPPORT EC and the individual or entity executing the signature page of this Agreement (the "Member"). Membership rights, privileges and obligations commence when the Agreement is signed by both parties (the "Effective Date").

1. Membership

- 1.1. Membership Information.** The information in the Membership Application may be amended at any time in the official membership records of Support EC by the Primary Contact designated on Schedule B without amending this Agreement. A Member may change its membership category on its renewal date or at any other time upon notice to Support EC and payment of a prorated fee for the balance of its then-current membership year, in the event of an upgrade to its membership category. No refund will be made in the event that a Member gives notice that it wishes to downgrade its membership category.
- 1.2. Qualifications.** The Member represents that it meets the qualifications of the membership category selected in the Member Application as of the Effective Date. The Member agrees to notify Support EC if, during the term of its membership, it ceases to meet those qualifications.

2. Compliance and Obligations

- 2.1. Bylaws.** The Member agrees to abide by the terms of the Bylaws of Support EC, (the "Bylaws") as of the Effective Date, and as the same may from time to time be amended pursuant to Section 2.4 of this Agreement by the Board of Directors of SUPPORT EC (the "Board") in the future and distributed to the Membership.
- 2.2. Conformance with Not-For-Profit Laws and IRS Regulations.** It is the express policy of SUPPORT EC to require that all of its activities be conducted strictly in accordance with all applicable law including those governing nonprofit organizations.
- 2.3. Amendments to Policies.** The Board may amend its Policies including the Bylaws or adopt additional Policies at any time, and the Member agrees to abide by the terms thereof; provided, however, that (a) any such new amendment or Policy that would materially and potentially adversely affect Members' rights and obligations as regards any SUPPORT EC Policy or its Bylaws shall not bind the Member in less than thirty (30) calendar days from the date that Notice of such action is given to the Member in the manner set forth in Section 6 of this Agreement, and (b) no such amendment or new Policy shall have any retroactive effect. In the event that the Member does not wish to be bound by any such amendment or new Policy, it may terminate its membership as provided in the Bylaws prior to the effective date thereof.
- 2.4. Dues.** The Member agrees to make timely payment of the dues for its category of membership. In the event of nonpayment of dues, the Member's membership rights may be terminated as provided in the Bylaws.

3. Term and Termination

This Agreement shall continue in effect until such time as the Member's membership in SUPPORT EC is terminated by the Member (voluntarily) or SUPPORT EC (for nonpayment or for cause) in accordance with the Bylaws. Unless otherwise explicitly provided in the Bylaws, in the event of any termination of the Member's membership, any dues that are then due and owing shall remain payable, and no refund shall be made of any dues then paid.

4. Confidentiality

Member recognizes that SUPPORT EC has and will have both sensitive and proprietary information (collectively, "Information") which are valuable, special and unique assets of the Member and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Member agrees that SUPPORT EC will not at any time or in any manner, either directly or indirectly divulge, disclose, or communicate in any manner any

Information to any third party without the prior written consent of Member. Member will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Additionally, Member recognizes that the work product of SUPPORT EC and its Partner Providers, to include but not limited to, business process, planning information, intellectual property, and documents, unless specifically authorized by SUPPORT EC for usage by Member or used by Member and/or SUPPORT EC during the engagement of this contract and/or in fulfillment of the terms of this contract, is and shall remain the sole property of the SUPPORT EC.

4.1. Confidentiality After Termination.

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

4.2. Return of Records

Upon termination of this Agreement, SUPPORT EC shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in SUPPORT EC'S possession or under SUPPORT EC's control and that are Member's property or relate to Member's business.

5. No Other Licenses

SUPPORT EC and the Member each acknowledge and agree that, except for the rights expressly provided by this Agreement or any other agreement to which SUPPORT EC and the Member are parties, neither SUPPORT EC nor the Member grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights by reason of the Member's execution of this Agreement or membership in SUPPORT EC.

6. Notices

Except to the extent otherwise explicitly required or permitted by the Bylaws or a SUPPORT EC Policy, all notices under this Agreement ("Notices") shall be delivered personally (by reputable international courier) or sent by mail or electronic mail, and (as appropriate) shall be sent to SUPPORT EC at its address of record as listed on www.supportemeraldcoast.org or to the Member at the address of its Primary Contact as it appears in the official membership records of SUPPORT EC, which shall initially be as set forth on Member Application, and shall be deemed given when sent. SUPPORT EC may make required distributions of information to a Member by sending to the Member a notice of the URL where that information is located.

7. Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, except in the case of a transfer or sale of all or substantially all of the business or assets of a Member, or a merger, consolidation, or other transaction that results in a change in control of such Member, provided that the surviving entity must agree to the terms of this Agreement.

8. No Warranties

SUPPORT EC and Member each acknowledges that all information provided while working within SUPPORT EC, is provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SUPPORT EC AND MEMBER EACH EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

9. Effectiveness and Interpretation of Agreement

This Agreement and any Policies of SUPPORT EC shall be construed under and governed by the laws of the State of Florida, USA. This Agreement, including all attachments, sets forth the entire understanding of SUPPORT EC and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of SUPPORT EC and Member, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument. In the case of any conflict between the terms of this Agreement and the terms of the Bylaws or any SUPPORT EC Policy, the Bylaws or such Policy shall supersede the terms of this Agreement.

10. Signatures; Affiliates

10.1. Effect of Signatures. Each party signing this Agreement intends that it shall take effect as an instrument under seal. If the Member is not a natural person, the individual signing this Agreement for the Member represents and warrants that he or she has the authority to enter into this Agreement on behalf of the Member.

10.2. Affiliates. The Member represents and warrants that either (a) it has the authority to enter into this Agreement on behalf of all of its Necessary Affiliates; or (b) it has no Affiliates; or (c) each of its Necessary Affiliates has executed and delivered to SUPPORT EC a countersignature to this Agreement, indicating that it consents to this Agreement, and agrees to enforce this Agreement's terms as to any of its Affiliated Intellectual Property, including such terms as may properly be changed by SUPPORT EC by notice to the Member under this Agreement.

10.3. Definitions. As used herein: "Affiliate" means any entity that Controls, is Controlled by, or is under common Control with, another entity, so long as such control exists. In the event that such Control ceases to exist, such Affiliate will be deemed to have withdrawn from SUPPORT EC. "Control" means, for a business entity, direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity of that entity, or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for that entity in the event that there is no voting stock or equity. "Necessary Affiliate" means, for a Member, every Affiliate of the Member that owns any Affiliated Intellectual Property. "Affiliated Intellectual Property" means, for a Member, any intellectual property owned by a Member's Affiliate and used by the Member in its contributions or participation as an SUPPORT EC member.