

Please Print out this agreement, complete and return to the chapter board your are applying to.

MEMBERSHIP AGREEMENT

NETWORKING GROUP USA

Membership Agreement delivered this ____ day of _____, 2018 to Networking Group USA, a Massachusetts limited liability company (“Networking Group USA”), by the undersigned (“Member”).

Member Name: _____
Business Address: _____
Occupation/Business: _____

Network Agreement

Networking Group USA has established and operates a system for the exchange of information and promotion of the business interests of participating persons and entities (“members”) in various geographic areas. Member wishes to join the network for the _____ area (“Network”), subject to: (a) acceptance by Networking Group USA, at its sole discretion, of the Member’s submission of an application for admission, and such other information as Networking Group USA, and/or the Network’s Board of Directors (“Board”), shall require; and (b) Member’s full compliance with the Terms and Conditions hereunder.

Terms and Conditions

1. Mission. As a business professional, Member accepts responsibility to network with other members, and to assist them in the growth and promotion of their businesses. Member agrees to spread and promote business within the Network, and to the members’ other business contacts and outside networks.
2. Meetings. Member agrees to attend two (2) Network meetings per month, at dates and times established by the Board. In the event that Member fails to attend more than two (2) meetings in any quarterly (3 month) period, Member’s participation in the Network may be terminated by the Board, at its sole discretion. Subject to the approval of the Board, a substitute for Member may be permitted to attend a meeting. Member shall provide information during the course of each meeting as may be requested by the Board.
3. Seats. Each member shall occupy a “Seat” at the meetings of the Network, which shall correspond to the Member’s particular profession, occupation, or specialty. Designation of Seats, and the filling thereof, shall be at the discretion of the Board. Member warrants and represents that Member: (a) is fully qualified; (b) holds all necessary governmental licenses and permits; (c) is in good standing with any regulatory authorities; and (d) carries liability insurance in customary form and amounts, all for the conduct of Member’s particular profession, occupation, or specialty

4. Board of Directors. The Network and the conduct of meetings shall be governed and managed by the Board, which shall consist of five (5) Network members. The Board shall be selected by Networking Group USA or, in the absence of such designation, by vote of the members. The Board shall be managed by a Chairman, who shall be selected by Networking Group USA. In the event of any vacancy in the Board, a replacement shall be selected by the Chairman (subject to approval by Networking Group USA). All decisions as to the conduct of meetings, acceptance of new members, filling of Seats, or other questions regarding the management of the Network, shall be determined by the Board, which decision shall require a majority vote. Networking Group USA shall always retain rights of approval over any Board decision.

5. Proprietary Rights. The Network, and all logos, imaging, materials and forms prepared, utilized, and distributed in connection with the Network and business of Networking Group USA, are, and shall remain, the sole and exclusive intellectual property of Networking Group USA, and shall not be reproduced or used by Member, or any of its agents, servants, or employees, except as permitted by Networking Group USA or the Board, and for the promotion of the business of the members. Any attempt to utilize the forms, systems, or methodology of the Network or Networking Group USA for any other purposes is strictly prohibited, and shall entitle Networking Group USA to obtain injunctive relief to prevent same, plus damages.

6. Indemnification and Liability. Networking Group USA makes no representations or warranties of any kind as to: (a) operation of the Network; (b) the results or benefits of Member's participation therein; or (c) the goods and services which any other members may provide. By making a referral of business, no member shall assume responsibility to the person receiving the referral for any goods or services provided by any other member (or third party) to whom said business was referred.

7. Costs. The initial cost for creation of the Network, and receipt of a "starter kit", in form prepared by Networking Group USA from time to time, shall be \$750.00, which cost may be apportioned among the members as they mutually agree. The cost for any other materials provided by Networking Group USA in connection with operation of the network shall be payable at its then current cost schedule. Except for the cost of the starter kit and other materials, there is no fee to the Member for its participation in the Network.

8. Miscellaneous.

(a) Participation in the Network shall remain subject to such rules, regulations, and guidelines as may be promulgated by Networking Group USA, or the Board, from time to time. Said rules, regulations, and guidelines shall be subject to change by Networking Group USA at any time at its discretion.

(b) This Agreement, and/or the Member's participation in the Network, may be terminated by Networking Group USA at any time at its sole discretion.

(c) This Agreement shall be governed by Massachusetts law.

Acceptance by Member

The foregoing Membership Agreement, including all Terms and Conditions, is hereby agreed to and accepted this _____ day of _____, 20____.

MEMBER:

Signature: _____
Name: _____

Acceptance by Board Member (if applicable)

The undersigned hereby accepts appoint as a member of the Board of Directors of the network for the _____ area, and (in addition to the foregoing Agreement, and Terms and Conditions) agrees to exercise all due diligence and good faith in carrying out the duties of a Board member in accordance therewith, further acknowledging that the conduct of such duties and participation shall remain subject to the direction of Networking Group USA.

Executed this _____ day of _____, 20____

_____, Board Member