

CHAPTER AFFILIATION AGREEMENT

THIS CHAPTER AFFILIATION AGREEMENT (the "Agreement"), is made effective the _____ day of _____, 2019, by and between the Florida Pool and Spa Association, Inc., doing business as the Florida Swimming Pool Association ("FSPA"), a Florida not for profit corporation exempt from U.S. income taxation under Section 501(c)(6) of the Internal Revenue Code, and Florida Swimming Pool Association - _____ Chapter, Inc. ("CHAPTER"), also a Florida not for profit corporation.

The parties hereby agree as follows:

- I. Grant of Charter to CHAPTER.
 - A. Charter. FSPA hereby grants to CHAPTER a non-exclusive charter to be a chapter of FSPA. For only as long as this Agreement remains in effect, CHAPTER is authorized to use the name "Florida Swimming Pool Association," the acronym "FSPA," and the logo of FSPA in or in connection with CHAPTER's name, acronym and logo, subject to the terms and conditions of this Agreement and any written guidelines attached to or incorporated in this agreement, or subsequently provided to CHAPTER by FSPA.
 - B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by FSPA or surrendered by CHAPTER, pursuant to the terms of the FSPA Bylaws and this Agreement for revocation and surrender.
 - C. GEOGRAPHIC SCOPE OF CHAPTER. CHAPTER shall be considered an FSPA chapter within the geographic area defined as: _____ (the "CHAPTER AREA"), pursuant to and in accordance with FSPA's mission and purposes as set forth in FSPA's Articles of Incorporation, Bylaws, Policy Manual, Chapter Operations Handbook, or as otherwise established by FSPA's Board of Directors.
 - D. Authorized Activities. FSPA specifically authorizes CHAPTER to conduct activities within the CHAPTER AREA as outlined in the Chapter Operations Handbook and the Policy Manual, as well as other activities that are consistent with the mission and purposes of FSPA.

II. Membership.

Only FSPA members with permanent addresses within the CHAPTER AREA are eligible for membership in the CHAPTER. The terms and conditions of membership in FSPA shall be determined exclusively by FSPA. The terms and conditions of membership in CHAPTER shall be identical to or substantially the same as the terms and conditions of membership in FSPA. If a member's membership in FSPA expires, the member's membership in CHAPTER automatically expires.

III. Obligations of CHAPTER.

CHAPTER's obligations under this Agreement shall include:

- A. Fiscal Year. CHAPTER's shall maintain its fiscal year the same as FSPA's fiscal year, which at the time of execution of this Agreement is _____ 1 through _____ 3_.
- B. Corporate and Tax Status. CHAPTER warrants that it is a legal entity separate and distinct from FSPA, that it is incorporated in the State of Florida, that it is and at all times shall remain in good standing with the State of Florida, and that it shall operate in a manner consistently with its participation in FSPA's group tax exemption under Section 501(c)(6) of the U.S. Internal Revenue Code.
- C. Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of FSPA, CHAPTER provided to FSPA, and FSPA provided its approval to, the Bylaws of CHAPTER. These CHAPTER Bylaws are, and shall remain, not inconsistent with the Articles of Corporation and Bylaws of FSPA, except as otherwise required by law or agreed by the parties. Any amendments to CHAPTER's Bylaws must first be submitted to, and approved by, FSPA. CHAPTER shall conduct its activities at all times in strict accordance with its Bylaws, and shall comply at all times with all of the requirements set forth in FSPA's Bylaws and all other chapter-related policies, procedures, handbooks, manuals, or other written guidance promulgated by FSPA.
- D. Compliance with Laws. CHAPTER warrants that it is and will remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement.
- E. Recordkeeping, Reporting and Inspection. CHAPTER shall maintain reasonable records related to all of its finances, programs, activities and operations, including without limitation minutes of the meetings of its members and board of directors, if any. CHAPTER shall submit regular written reports, as specified by FSPA, to FSPA summarizing its programs, activities and

operations, including but not limited to budget, financial statements, a roster of CHAPTER officers and directors with contact information, and, if the CHAPTER assesses membership dues, a roster of current CHAPTER members with contact information. Upon the written request of FSPA and at FSPA's expense, CHAPTER shall permit FSPA or FSPA's designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, CHAPTER shall send to FSPA copies of such records.

- F. Programs and Activities. CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of FSPA, 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 FSPA in support of such programs and activities. CHAPTER shall send to FSPA 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. FSPA may, at its sole discretion, send representatives to observe such programs and activities. CHAPTER shall notify FSPA in writing prior to taking a position on any federal, state or local legislative, regulatory or other issue, and shall not take any position on any such issue without FSPA's prior written approval both of CHAPTER's involvement in and position on such issue. CHAPTER shall adopt as its own the FSPA Code of Ethics.
- G. [ADD FROM CURRENT UNIFORM PARTNERSHIP AGREEMENT]

IV. Obligations of FSPA

- A. Federal Tax Exemption and Filings. FSPA will allow CHAPTER to participate in FSPA's group tax exemption at no cost to CHAPTER. FSPA will allow CHAPTER, if it is eligible, to participate in FSPA's group filing of annual federal information or tax returns at no cost to CHAPTER.
- B. Association Professional Liability (APL) insurance. FSPA will provide CHAPTER, if it is eligible and complies with all requirements, with coverage under FSPA's APL insurance policy at no cost to CHAPTER. (APL insurance includes coverage for directors and officers.)

- C. Compliance Assistance. FSPA will monitor CHAPTER's requirements for filing annual reports, or as otherwise required, with its state of incorporation, and, provided CHAPTER provides reports to FSPA as required under this Agreement or otherwise requested by FSPA, will notify CHAPTER in advance of when filings are due and immediately if it is not in compliance with its filing requirements.
 - D. Support of Chapter Operations, Programs and Activities. FSPA will provide CHAPTER with guidelines on operating a chapter, as well as guidelines, templates, examples, and other materials for carrying out CHAPTER's programs, activities and obligations under this Agreement. Such guidelines and materials may be provided, at FSPA's sole discretion, either in printed form or in electronic form by way of Web sites or other form of electronic communication. FSPA will maintain a staff position dedicated to assisting CHAPTER officers and directors in using the guidelines and materials and in fulfilling CHAPTER's obligations under this Agreement.
 - E. Legislative/Regulatory Support. FSPA will provide, either through a staff position or an independent contractor, Florida legislative and regulatory counsel to assist in code and legislative issues.
 - F. [ADD FROM CURRENT UNIFORM PARTNERSHIP AGREEMENT]
- V. Intellectual Property and Confidential Information.
- A. Limited License. In accordance with FSPA's grant to CHAPTER to be a chapter of FSPA, CHAPTER is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the Term of this Agreement in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER-related purposes, the following Intellectual Property:
 - (i) the name "Florida Swimming Pool Associations," the acronym "FSPA," the logo of FSPA, and other FSPA trademarks, service marks, trade names, and logos; and
 - (ii) all copyrighted or proprietary information and materials provided by FSPA to CHAPTER.

The authority to use the Intellectual Property is limited to those activities authorized under this Agreement and is subject to the terms and conditions of this Agreement and any written guidelines contained in the Chapter Operations Handbook, or subsequently provided to CHAPTER by FSPA.

- 1. The Intellectual Property is and shall remain at all times the sole and exclusive property of FSPA. The Intellectual Property may be used by CHAPTER if and only if such use

is made pursuant to the terms and conditions of this limited and revocable license.

2. FSPA's logo may not be revised or altered in any way, and must be displayed in the same form as produced by FSPA. The Intellectual Property may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of FSPA.
3. 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 FSPA's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without FSPA's express prior written approval. The Intellectual Property may not be used for individual personal or professional gain or other private benefit. The Intellectual Property may not be used in any manner that, in the sole discretion of FSPA, discredits FSPA 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 FSPA and CHAPTER.
4. 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 or state law and any other guidelines that FSPA may prescribe.
5. FSPA 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.
6. 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.

VI. Relationship of Parties.

The relationship of FSPA and CHAPTER to each other is that of independent contractors. Nothing herein shall create any 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 FSPA. CHAPTER shall include, in all of its publications and contracts, a statement to the effect that CHAPTER is a legal entity separate and distinct from FSPA and is not entitled to act on behalf of or to bind FSPA, contractually or otherwise.

VII. Indemnification.

CHAPTER shall hold harmless FSPA, its officers, directors, members and agents, 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 out of the acts or omissions of CHAPTER, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

FSPA shall hold harmless CHAPTER, its officers, directors, members and agents, 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 out of the acts or omissions of FSPA, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. 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. FSPA, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement. Any decision by FSPA to revoke CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based; provided, however, that FSPA shall provide CHAPTER with thirty (30) days from the date of such notice to correct any alleged breach of this Agreement. In the event that FSPA determines, in its sole discretion, that CHAPTER has not corrected the condition leading to FSPA's decision to revoke CHAPTER's charter, FSPA shall so notify CHAPTER in writing.

FSPA's decision shall become final upon CHAPTER's receipt, or refusal of delivery, of such written notice from FSPA.

- B. Surrender of Charter. CHAPTER may surrender its charter by delivering to FSPA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.
- C. Effect of Revocation or Surrender. Upon revocation or surrender of CHAPTER's charter, this Agreement shall be considered immediately terminated, and CHAPTER shall no longer be entitled to any rights granted hereunder, including without limitation the right to utilize FSPA Intellectual Property in CHAPTER's name or otherwise. CHAPTER shall immediately takes all steps necessary to cease use of the Intellectual Property, including all steps necessary to change CHAPTER's name to a name which does not incorporate or infringe upon FSPA's intellectual Property.

IX. Miscellaneous.

- A. Entire Agreement. This Agreement:
 - (i) constitutes the entire agreement between the parties;
 - (ii) supersedes and replaces all prior agreements, oral and written, between the parties; 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 has the authority to enter into this Agreement, 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.
- C. 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 Florida, United States of America. 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 Florida.
- D. 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.

- E. 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 electronic mail, by certified mail, or by overnight courier, with receipt deemed to have occurred on the date of first receipt of such notice by the addressee (or refusal of delivery), to the following addresses or facsimile numbers:

If to FSPA:

Attn.: _____, _____
Email: _____

If to CHAPTER:

Attn.: _____, _____
Email: _____

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

FLORIDA POOL AND SPA ASSOCIATION, INC. d/b/a
FLORIDA SWIMMING POOL ASSOCIATION

By: _____ Date: _____

FLORIDA SWIMMING POOL ASSOCIATION - _____ CHAPTER, INC.

By: _____ Date: _____

Name: _____

Title: _____