



# Summary of Chapter Affiliation Agreement

The Chapter Affiliation Agreement outlines the relationship between The Club Management Association of America (“CMAA”) and its local Chapters. While many of the topics addressed in the agreement are common sense, the intent of the agreement is to establish clearly defined roles, responsibilities, and expectations for CMAA and each local Chapter. The summary below provides a section-by-section overview of the agreement.

**Section I, Grant of Charter to Chapter**, formally grants a charter to be a Chapter of CMAA and defines the Chapter’s service area or “Territory.” The charter authorizes the Chapter to serve the needs of CMAA members through various activities within the designated Territory. The charter remains effective until terminated by CMAA or the Chapter.

**Section II, Membership**, states the membership requirements for the Chapter. Chapter members must also be members of CMAA. Chapters may set their own terms and conditions of membership within the Chapter bylaws, so long as they are consistent with the CMAA bylaws. CMAA must approve the Chapter terms of membership.

**Section III, Obligations of CMAA**, describes CMAA’s obligations under the Agreement, which include providing certain program resources and maintaining a membership database.

**Section IV, Obligations of Chapter**, describes the minimum expectations for the Chapter’s organization and operation, including reporting obligations.

**Section V, Intellectual Property and Confidential Information**, grants the Chapter the right to use CMAA Intellectual Property, including its name and logo, copyrighted materials, membership lists, and other proprietary information and materials. This section also grants the Chapter the right to sublicense the CMAA Intellectual Property under the terms set forth herein. Except as otherwise authorized, the Chapter also agrees not to disclose CMAA’s Confidential Information.

**Section VI, Relationship of Parties**, states that CMAA and the Chapter are separate legal entities, and neither party has the right to contract on behalf of or obligate the other.

**Section VII, Indemnification and Insurance**, requires the Chapter to reimburse CMAA for any claim arising out of (1) the Chapter’s performance of its obligations under the Agreement, (2) the Chapter’s failure to comply with any term or condition of the Agreement, and/or (3) the Chapter’s breach of any representation or warranty under the Agreement. This section protects CMAA and its other Chapters from liability.

**Section VIII, Revocation or Surrender of Charter**, establishes procedures to be undertaken by CMAA in the rare event it decides to revoke a Chapter’s charter, which includes notice and an opportunity to cure. In addition, in the event the Chapter no longer wishes to be a Chapter of CMAA, the Chapter has the right to surrender its charter upon providing notice to CMAA.

**Section IX, Miscellaneous**, contains a number of boilerplate provisions commonly used in contracts. These provisions address how the Agreement is interpreted, governed, and enforced.



# The Club Management Association Of America Chapter Affiliation Agreement

**THIS CHAPTER AFFILIATION AGREEMENT** (the "**Agreement**"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), by and between The Club Management Association of America ("**CMAA**") and the \_\_\_\_\_ ("**CHAPTER**"). CMAA and CHAPTER may each be referred to herein as a "**Party**" and collectively as the "**Parties**." The Parties, intending to be legally bound, hereby agree as follows:

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## I. Grant of Charter to CHAPTER.

- A. **Charter.** CMAA hereby grants to CHAPTER a charter to be a Chapter of CMAA, pursuant to the terms and conditions of this Agreement. CHAPTER accepts this charter, and CMAA and CHAPTER each agree to abide by this Agreement and all CMAA Bylaws, rules, policies and procedures relating to Chapters, as adopted by the CMAA Board of Directors (the "**Chapter Policies**").
- B. **Territory.** CHAPTER shall represent CMAA as CMAA's affiliate in the boundaries as defined by the official charter, (the "**Territory**"), pursuant to and in accordance with CMAA's mission and purposes as set forth in CMAA's Articles of Incorporation and Bylaws, the Chapter Policies, and the terms of this Agreement. CMAA agrees that CHAPTER shall be the sole and exclusive local professional Chapter of CMAA in the Territory during the Term. CHAPTER agrees that, except as approved in writing by CMAA, CMAA shall be the sole and exclusive national association representing the interests of professionals within the club management industries with which CHAPTER is affiliated or represents. CHAPTER acknowledges that CMAA may sponsor or conduct programs, accept members, and perform other activities within the Territory.
- C. **Authorized Activities.** CMAA specifically authorizes CHAPTER to conduct activities within the Territory consistent with and in furtherance of the tax-exempt mission and purposes of each of CMAA and CHAPTER, including but not limited to CHAPTER meetings, learning events, professional development activities, networking functions, and all such other activities as mutually agreed upon by CHAPTER and CMAA ("**Authorized Activities**"). CHAPTER and CMAA agree to coordinate activities within the Territory, with the mutual goal of devoting their combined knowledge and resources for the benefit of all Members.

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## II. Membership of CHAPTER.

All Members of CHAPTER must be members in good standing of CMAA (each, a "Member"). Members of CHAPTER shall reside or work within CHAPTER's Territory, unless otherwise approved by CMAA pursuant to the Chapter Policies. The terms and conditions of membership in CMAA are determined exclusively by CMAA, but CHAPTER may create supplemental requirements for membership in CHAPTER if such requirements are consistent with the requirements of membership in CMAA.

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## III. Obligations of CMAA.

CMAA's obligations under this Agreement shall include:

- A. Provide general membership structure, function and services for CMAA members.
- B. Perform outreach, advertising and other activities to recruit new members to CMAA and CHAPTER, and to grow or maintain CMAA and CHAPTER's membership base.

- C. Provide administrative support and operational guidance/direction, particularly with regard to fiscal, insurance, membership, certification, educational programs, and other matters requiring coordination with CMAA programs or functions.
- D. Maintain or provide for the maintenance of, a database of all CHAPTER members.
- E. Provide or facilitate coordination between CHAPTER and other CMAA Chapters to allow CHAPTER optimal opportunities for synergy from interaction with other Chapters of CMAA.
- F. Assist CHAPTER in its mission to pursue the overall CMAA goals and objectives within the Territory, to the degree and level decided by the CMAA Board of Directors.

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## IV. Obligations of CHAPTER.

CHAPTER's obligations under this Agreement shall include:

- A. **Governing Documents.** CHAPTER agrees that its governing documents and stated purposes therein are and shall remain consistent in all material respects with CMAA's governing documents and stated purposes, as currently in effect and as may be amended from time to time. CHAPTER agrees that it will conduct its activities at all times in accordance with such purposes. In the event CHAPTER's governing documents are not consistent in all material respects with CMAA's governing documents, CHAPTER shall work with CMAA and amend the governing documents to become consistent in all material respects with CMAA's governing documents. Any proposed amendments to CHAPTER's articles (or certificate) of incorporation or bylaws must first be submitted to and approved by CMAA's Chief Executive Officer or his/her designee.
- B. **Compliance with Laws.** CHAPTER warrants that it is, and shall remain, in full compliance with all applicable laws, regulations, and other legal standards that may affect its performance under this Agreement, and shall otherwise conduct its activities at all times in accordance with all applicable laws and regulations. CHAPTER agrees to obtain, and shall maintain at all times, all permits, licenses, and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement.
- C. **Recordkeeping, Reporting, and Inspection.** CHAPTER shall maintain all records related to its corporate and tax-exempt status and shall forward to CMAA copies of its Articles of Incorporation, Bylaws, and tax exemption correspondence from the Internal Revenue Service, as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State, or corresponding agency). CHAPTER shall maintain reasonable records related to all of its programs, activities, and operations. CHAPTER shall annually submit to CMAA a copy of its most recently filed Form 990, Return of Organization Exempt from Income Tax, as submitted to the Internal Revenue Service, within 30 days of such filing. If required to file, upon the written request of CMAA and at CMAA's expense, CHAPTER will permit CMAA or CMAA's designated agent(s) to review appropriate records of CHAPTER pertaining to its programs, activities, and operations. Alternatively, CHAPTER shall send to CMAA copies of such records upon the request of CMAA.
- D. **Corporate and Tax Status.** CHAPTER warrants and represents that it is an incorporated nonprofit corporation, or shall incorporate as a nonprofit corporation under state law within 60 days of the Effective Date of this Agreement, and that it shall at all times be in good standing with its state of incorporation and operate in a manner consistent with CHAPTER's tax-exempt purposes.
- E. **Programs and Activities.** CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of CMAA and CHAPTER, and shall use its best efforts to ensure that these programs and activities are of the highest quality with respect to program content, materials and logistical preparation. CHAPTER shall send to CMAA on a regular basis a schedule of upcoming meetings, conferences, and activities that CHAPTER intends to sponsor or conduct.

- F. **Merger, Affiliation, Transfer of Assets.** During the Term, CHAPTER agrees that it will provide sixty (60) days prior written notice in the form of a letter or memorandum to the Chief Executive Officer of CMAA before taking any of the following actions: 1) merging or combining with any other entity; 2) agreeing to be managed under contract by any other entity; 3) joining, representing, or affiliating in any way with any other local or national association or organization which directly or indirectly consists of or represents individuals in the club management profession; or 4) transferring all or substantially all of CHAPTER's assets to any other entity or organization. Any such proposed action by CHAPTER identified under this Section must first be submitted to and approved by CMAA's Board of Directors.
- G. **Related Entities.** CHAPTER shall inform CMAA of (i) any organization in which CHAPTER has the power to appoint, elect, remove, or replace a majority of such organization's directors or (ii) any organization in which a majority of the organization's directors are directors of CHAPTER (each a "Related Entity"). CHAPTER acknowledges and agrees that any of its Related Entity's governing documents shall be subject to the review and approval of CMAA. CHAPTER shall send to CMAA copies of a Related Entity's governing documents upon the request of CMAA.

In the event that CHAPTER is related or affiliated to any other organization that uses the name and logo of CMAA or CHAPTER, CHAPTER shall assist CMAA in engaging such organization to enter into an affiliation agreement with CMAA.

During the Term, CHAPTER shall not enter into, create, dissolve, or divest of any Related Entity, subsidiary, partnership, or limited liability company without the prior written approval of CMAA.

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## V. Intellectual Property and Confidential Information.

- A. **Grant of License.** In accordance with CMAA's exclusive grant to CHAPTER to be a local professional Chapter of CMAA in the Territory, and subject to CHAPTER remaining in good standing with CMAA, CHAPTER is hereby granted a limited, revocable, non-exclusive license to: (i) use the CMAA trademarks CMAA, CLUB MANAGEMENT ASSOCIATION OF AMERICA and the CMAA circle design shown immediately below (collectively, "**Licensed Marks**")



as follows and subject to the additional controls set out in this section V: (a) with the word "Chapter" immediately following the geographic location or other geographic indicator of CHAPTER (e.g., "Arkansas Razorback Chapter", "Mile High Chapter") shown in a conspicuous manner and placed in immediate proximity to the combined full-name-and-circle logo below ("Combined Logo"), without modifying the Licensed Marks or combining them with any other attention-getting terms or designs, the first and most prominent time the Licensed Marks are used on a website or in any other materials; and (b) with CMAA immediately followed by the word "Chapter" and then the geographic location or other geographic indicator of CHAPTER (e.g., "CMAA Arkansas Razorback Chapter") after "(a)" is satisfied;



**NAME  
CHAPTER**  
CLUB MANAGEMENT  
ASSOCIATION OF AMERICA

(ii) use CMAA's membership mailing, telephone, fax, and electronic mail lists with respect to past, current or prospective members of CMAA located within the Territory (the "**Mailing List**"); (iii) reproduce, distribute, or display within the Territory during the Term all copyrighted materials provided by CMAA to CHAPTER ("**Copyrighted Materials**"); and (iv) use other proprietary information and materials provided by CMAA to CHAPTER ("**Proprietary Information**") (the Mailing List, Copyrighted Materials, Proprietary Information, and Licensed Marks are collectively hereinafter referred to as "**Intellectual Property**") within the Territory during the Term of this Agreement for official CHAPTER-related purposes, with the limited authority to use the Intellectual Property solely in connection with the Authorized Activities.

- B. **Grant of Sublicense Authority.** CMAA hereby grants to CHAPTER a revocable license to sublicense the Intellectual Property to third parties solely in connection with the Authorized Activities, subject to acceptance by sublicensees of the terms and conditions imposed on CHAPTER herein. CMAA hereby approves that CHAPTER may sublicense the Intellectual Property to sublicensees for official CHAPTER-related purposes solely in connection with the Authorized Activities, subject to the terms and conditions applicable to CHAPTER in Section V herein. With respect to approved sublicensees, the Parties agree that CHAPTER shall require sublicensees to present the Intellectual Property in the manner set forth above, to ensure conformity with quality control as set out in this Section V. Sublicensees are not permitted to further sublicense the Intellectual Property. CMAA reserves the right to revoke the grant of sublicense authority at any time.
- C. **Ownership of Intellectual Property.** CMAA owns all right, title, and interest to the Intellectual Property. Use of the Intellectual Property shall create no rights for CHAPTER or sublicensees in or to the Intellectual Property or its use beyond the terms and conditions of this limited, revocable, non-exclusive license. CHAPTER agrees that its usage of CMAA's Intellectual Property shall be restricted solely to the Authorized Activities, and CHAPTER further agrees that the exploitation of such right of usage shall protect the name and goodwill of CMAA.
- D. **Quality Standards.** In order to ensure and maintain quality standards with respect to the use of the Intellectual Property, all uses of the Intellectual Property by CHAPTER shall be subject to the terms and conditions of this Agreement and any written branding guidelines subsequently provided to CHAPTER by CMAA from time to time. CHAPTER's and sublicensees' use of the Licensed Marks and the nature and quality of goods/services connected therewith must conform to standards set by, and remain under the control of, CMAA.
- i. CHAPTER shall use the Licensed Marks only in the Territory, for the Term, and as a collective membership mark and as a service mark, specifically, CHAPTER shall use the Licensed Marks only to (i) indicate that it is a Chapter of CMAA in good standing in the Territory and (ii) provide services that, in the view of CMAA, promote the interests and purposes of CMAA. CHAPTER's and sublicensees' use of the Licensed Marks inures solely and permanently to the benefit of CMAA, its successors and assigns.

- ii. CHAPTER may not at any time challenge this section V of the Agreement or CMAA's rights, use, applications, registrations or third-party licensing with respect to the Intellectual Property, or assist or encourage others to do so. CHAPTER may not seek to register or claim rights in the Intellectual Property, parts thereof, or marks confusingly similar to the Licensed Marks, or assist or encourage others to do so. CHAPTER may not use marks that are parts of, or confusingly similar to, the Licensed Marks. CHAPTER may not use the Intellectual Property in a way that violates the law or, in CMAA's view, might mischaracterize the relationship between CMAA and CHAPTER (including, but not limited to mischaracterizing the fact that CHAPTER is a separate and distinct legal entity from CMAA); tarnish or disparage the positive image and goodwill of CMAA and the Intellectual Property; or cause confusion, mistake, or deceive others into thinking that CMAA is the origin of, sponsors, or certifies CHAPTER or CHAPTER's goods, services, or commercial activities (other than as allowed by this section of the Agreement). CHAPTER may not sue or threaten to sue CMAA for contributory infringement regarding activity by other licensees who use the Intellectual Property. CHAPTER shall release CMAA, hold CMAA harmless, and indemnify and defend CMAA from all third-party claims of liability for acts or omissions committed by CHAPTER during CHAPTER's use of the Intellectual Property, except CHAPTER shall have the right to defend third-party claims of copyright or trademark infringement regarding the Intellectual Property. This subsection applies during the Term of the Agreement and after termination.
- iii. CHAPTER must use the most current versions of the Intellectual Property, which may be updated from time to time, including to the extent the "TM," "®," or "©" symbol is shown. CHAPTER may not revise or alter the Intellectual Property in any way, and CHAPTER must display the Intellectual Property in the same form as produced by CMAA. Except as otherwise permitted herein under subsection B, CHAPTER may not use the Intellectual Property in conjunction with any other trademark, service mark, or other mark without the express prior written approval of CMAA. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. Parties who wish to use the Intellectual Property in a manner other than permitted above (including but not limited to use of the Licensed Marks for merchandising purposes), or wish to use CMAA's other Intellectual Property, must obtain separate written licenses from CMAA.
- iv. 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, the laws of the Territory, and any other guidelines that CMAA may prescribe.
- v. CMAA shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. CMAA 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.
- vi. Use of the Intellectual Property shall create no rights for CHAPTER or sublicensees in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights in the Intellectual Property granted to CHAPTER under this Agreement shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CMAA may also terminate the License or prohibit any particular use of the Intellectual Property by written notice to CHAPTER, at any time CHAPTER violates one or more of the terms of the Agreement, in the determination of CMAA. Once the License terminates, Licensees must immediately and permanently stop using the Intellectual Property and may not use marks confusingly similar to the Licensed Marks. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender, or other termination of this Agreement.

- E. **Confidential Information.** During the Term of this Agreement, CHAPTER's directors, officers, employees, members, and agents may receive or have access to data and information that is confidential and proprietary to CMAA. All such data and information ("**Confidential Information**") made available to, disclosed to, or otherwise made known to CHAPTER in connection with this Agreement shall be considered the sole property of CMAA. Confidential Information may be used by CHAPTER only for purposes of performing its obligations under this Agreement. CHAPTER shall not disclose Confidential Information to any third party without the prior written consent of CMAA, except as required or permitted by law. CHAPTER shall not use nor duplicate any Confidential Information except as authorized by CMAA. Upon any revocation, surrender or other termination of this Agreement, CHAPTER shall: (i) deliver immediately to CMAA all Confidential Information of CMAA, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; and (ii) make no further use of it.

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## VI. Relationship of Parties.

CMAA and CHAPTER agree that they are, and shall remain, separate legal entities. Nothing in this Agreement is intended to create any partnership, joint venture, or agency relationship of any kind between the Parties. Neither Party has the right or authority to make any representation or warranty or incur any obligation or liability on behalf of the other Party.

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## VII. Indemnification and Insurance.

Each Party shall indemnify, defend and hold harmless the other Party, and such indemnified Party's subsidiaries, affiliates, and related entities and their directors, officers, employees, agents, and members from and against any loss, damage, injury, accident, casualty, liability, claims, liens, judgments, penalties, fines, costs or expenses (including, but not limited to, reasonable attorneys' fees) of any kind (collectively, "**Claims**"), and all amounts paid in the investigation, defense or settlement of any of the foregoing Claims, that arise out of, or involve in any way, (i) any act or omission, including breach of this Agreement, by the indemnifying Party or any of its subsidiaries, 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 the indemnifying Party in this Agreement. Each Party shall promptly notify the other Party upon receipt of any Claim. Each Party shall maintain comprehensive liability insurance and other insurance necessary to protect itself against any Claims arising from any activities in connection with this Agreement, and to fulfill its obligations under this Agreement. A Party shall provide the other Party an insurance certificate reflecting such insurance policies upon request. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

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## VIII. Term and Termination.

The charter granted by CMAA to CHAPTER hereunder shall become effective on the Effective Date set forth above and shall remain in full force and effect unless and until revoked by CMAA or surrendered by CHAPTER in accordance with the provisions of this Agreement.

- A. **Revocation of Charter.** CMAA, through its Board of Directors, shall have the authority to revoke the charter of CHAPTER if the CMAA Board of Directors determines that the conduct of CHAPTER is in breach of any provision of this Agreement. Any decision by the CMAA Board of Directors 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 CMAA shall provide CHAPTER with a minimum of thirty (30) days from the date of such notice to cure any alleged breach of this Agreement.

In the event that CMAA determines, in its sole discretion, that CHAPTER has not corrected the condition leading to CMAA's decision to revoke CHAPTER's charter, CMAA shall so notify CHAPTER in writing. CMAA's decision shall become final unless, within ten (10) days of its receipt of written notice from CMAA, CHAPTER delivers to CMAA a written notice to appeal such determination. Upon the filing of such an appeal notice, CHAPTER shall have the opportunity to present its case, by written communication or in person, to the CMAA Board of Directors. The decision of CMAA's Board of Directors upon such appeal shall be final and not subject to further appeal.

- B. **Surrender of Charter.** CHAPTER may surrender its charter by delivering to CMAA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.

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## IX. Miscellaneous.

- A. **Entire Agreement.** This Agreement constitutes the entire agreement between CMAA and CHAPTER with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written.
- 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.
- C. **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. No waiver, amendment or other modification of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each Party.
- D. **Arbitration.** Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration under the rules of the American Arbitration Association then in force, before a single arbitrator. Said arbitration shall take place in the Commonwealth of Virginia. 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, which may be brought only before a court of competent jurisdiction located within the Commonwealth of Virginia, United States of America. 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, as well as the costs of the arbitration. In connection with the resolution of any dispute, the Parties to this Agreement hereby expressly waive their right to litigate or otherwise resolve matters in a trial by jury or in any civil court. Further, each Party waives its rights to any extra contractual damages of any kind.
- 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 Commonwealth of Virginia without regard to conflicts of laws principles.
- F. **Assignment.** CHAPTER may not sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of CMAA.
- G. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, approved sublicensees of CHAPTER, and permitted assigns; however, CHAPTER may not assign or sublicense the rights granted herein without prior written permission from CMAA, except as otherwise provided herein.



- 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 invalid or unenforceable then the remaining portions of the Agreement shall remain in full effect.
- K. **No Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties hereto and their respective heirs, successors and permitted assigns.
- L. **Notice.** All notices and other communications between the Parties must be in writing. All notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, or (iv) electronic mail to the party's address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section. A notice given in accordance with this Agreement will be effective upon receipt by the Party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

If to CMAA:

**Club Management Association of America**  
 1733 King Street, Alexandria, VA 22314  
 Attn: CMAA Chief Executive Officer  
*cmaa@cmaa.org*

If to CHAPTER:

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Attn: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

In the event that CHAPTER lacks a permanent business address for service of notice, CHAPTER shall maintain some form of current address on record with CMAA for service of legal notice and other communications. CMAA may serve notice upon CHAPTER at such address according to the provisions of this Section.

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[Signatures appear on following page]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**The Club Management Association of America**

By: \_\_\_\_\_  
*CMAA Chief Executive Officer or Executive Designee*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**CHAPTER**

By: \_\_\_\_\_  
*CHAPTER President*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_