

Calvary Riders Motorcycle Ministry

A Ministry of Fellowship for the Motorcycle Enthusiast™

Chapter Agreement

This Agreement is made between Calvary Riders Motorcycle Ministry (hereinafter referred to as "CRMM"), the central organization and it's affiliated Chapter (hereinafter referred to as "Chapter"), a subordinate organization, effective this _____ day of _____, 20____, and contains the mutual rights and responsibilities of CRMM and the Chapter and their relationship to each other.

1. GRANT OF CHARTER

1.1 Charter. CRMM hereby grants to the Chapter, and the Chapter accepts by action of its governing body, a charter to be a chapter of CRMM. The Chapter shall have the right to represent CRMM and shall be known as_____. Chapter shall also use the designation "An independent chapter of CRMM" or "An independent chapter of the Calvary Riders Motorcycle Ministry " with authority to use such designation in connection with the activities of the Chapter in conformance with CRMM's Visual Identity Guidelines, subject to the following terms and conditions.

2. PURPOSE

2.1 The primary purpose of the Chapter shall be to pursue the mission statement and goals as set forth in the Charter of CRMM. The Chapter shall observe and abide by the provisions set forth in this Agreement and shall operate in compliance with the Charter of CRMM.

3. TERRITORY

3.1 The Chapter is authorized to operate in the specific geographic area identified in Exhibit A.

3.2 The Chapter agrees that it will not independently advertise, promote, or provide services, programs or activities outside its own established geographical area without prior written consent of CRMM. CRMM shall be advised in writing of the Chapter's planned activities and any applicable agreements.

4. RELATIONSHIP OF THE PARTIES

4.1 The Chapter recognizes its primary obligation to represent, promote and sponsor CRMM activities, programs and services.

4.2 CRMM and the Chapters agree that their relationship is a contractual one as defined by this Agreement. This Agreement does not establish any agency, joint venture or partnership relationship between the parties. The Chapter shall have no right or authority to assign responsibility or liability to CRMM for any action of the Chapter.

4.3 In the event the Chapter enters into any contracts or other agreements with any third party in connection with the Chapter's programs and activities, the Chapter agrees that it shall be solely responsible and liable for such contracts and agreements unless the Chapter has first obtained the review and approval of CRMM.

4.4 The Chapter shall not prohibit any CRMM activity within its geographical area without due cause.

4.5 The Chapter shall have a nonexclusive, royalty free license to use the CRMM logo solely in connection with its activities and services which are approved by CRMM. The Chapter agrees that all uses of the logo shall conform to the usage established by CRMM and communicated to the Chapter from time to time. The Chapter shall not use the CRMM name or logo in any circumstance that misrepresents the mission and goals of CRMM or otherwise puts CRMM at legal risk.

4.6 Each party warrants that it has and shall continue to comply with all applicable laws, regulations and ordinances that may apply.

As a Non-Profit Religious Organization described in Internal Revenue Code (IRC) Section 501(c)(3), the Chapter is not required to apply to the IRS for tax-exempt status. If the Chapter wants to establish its exemption with the IRS and receive a ruling or determination letter recognizing its exempt status, it should file Form 1023. By establishing its exemption, potential contributors are assured by the IRS that contributions will be deductible.

4.7 CRMM and Chapters shall be governed by their own governing body consistent with the Charter of CRMM.

4.8 The Chapter Agreement shall be reviewed on an annual basis and amended as needed, as approved by the CRMM National Administrator, to provide for changes in the Chapter's geographic area, governance procedures, membership issues or other Chapter matters.

4.9 No part of the assets or earnings of the Chapter shall inure to the benefit of nor be distributed to its members, trustees, officers, or other private persons. The Chapter is authorized to pay reasonable compensation for services rendered, and to make payments and disbursements in furtherance of its purposes. It is understood that the Chapter officers undertake their responsibilities largely on a sacrificial basis, their services are, in the main to be without expense to the Chapter.

4.10 The Chapter shall be self-funded. CRMM is a Non-Profit Religious Organization, and is not formed for the financial gain or profit of its members, trustees, officers, or other private persons. The Chapter shall be supported by the voluntary offerings by God's people. If member offerings are collected, local Chapter shall obtain its own Employer Identification Number (EIN) and establish and maintain its own bank account(s).

5.0 MEMBERSHIP

5.1 Membership in CRMM will be required of all members of the Chapter. The Chapter shall not set forth any other requirements for membership in the Chapter.

5.2 The Chapter shall not set nor impose any dues upon its members. Any funds required for the operation of local Chapter shall be collected by member offerings and not by required fees, dues, or monthly payments from its members.

5.3 CRMM has primary responsibility for accumulating and maintaining the CRMM membership data base. The Chapter shall assist CRMM in updating all membership data including any changes of address, phone, fax or other pertinent information.

5.4 The Chapter shall not suspend, terminate or revoke the membership of any Chapter member without the prior review and approval of CRMM.

6.0 PROGRAMS

6.1 The Chapter shall develop procedures to sustain membership growth and programs and activities that will appeal to its members.

6.2 It is recognized that a program, activity or service designed and initiated by the Chapter may have potential use by other Chapters and/or CRMM. The Chapter may choose to make the program, activity or service available to other Chapters and/or CRMM on a cooperative non-profit basis at its own discretion. Other Chapters may join together to sponsor such programs if they so choose. When such services, programs or activities are undertaken, CRMM must be notified in writing of the arrangements by which such programs are to be offered or jointly sponsored. CRMM will cooperate and assist in encouraging these activities which are of benefit to the general membership of CRMM.

7. USE OF CRMM TRADEMARK AND COPYRIGHTED MATERIALS

7.1 Limited License. Except as specified in Section 1.1, the Chapter shall not use, or cause or permit to be used by any person, the logos, trademarks, service marks, trade names, or copyrighted materials of CRMM without CRMM's prior written consent and to use such only in accordance with CRMM's Visual Identity Guidelines as in effect from time to time.

In accordance with United States copyright law, the Chapter shall not make or cause to be made any copies of CRMM's materials or membership publications, or resell any of same, without CRMM's prior written consent. With respect to any permitted use of CRMM's logo, mark, name, or copyrighted materials, the Chapter shall ensure that the applicable copyright or trademark notice is made, pursuant to requirements of U.S. law, the laws of applicable states, and any other guidelines that CRMM shall prescribe. In any event, upon expiration or termination of this Agreement, all use by the Chapter of CRMM's proprietary property, such as logos, marks, names, or copyrights, shall end immediately. The Chapter's obligations to protect CRMM's property under this Section 7.1 shall survive the expiration or termination of this Agreement.

8. SEPARATE ENTITIES; INDEMNIFICATION; CRMM ACTIVITIES

8.1 Separate Entities. CRMM and the Chapter expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. As such, neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The Chapter is not liable or responsible for the debts or obligations of CRMM and CRMM is not liable for the debts or obligations of the Chapter.

8.2 Indemnification. In furtherance of the above intention and agreement, CRMM hereby agrees to indemnify and hold harmless the Chapter, its officers, directors, agents, members and employees, from and against any action, suit, proceeding, claim, damage, liability, obligation, cost or expense which may arise by reason of any act or omission by CRMM, or any of its officers, directors, affiliates, or employees thereof.

The Chapter hereby agrees to indemnify and hold harmless CRMM, its officers, directors, agents, affiliates, and employees, from and against any action, suit, proceeding, claim, damage, liability, obligation, cost or expense which may arise by reason of any act or omission by the Chapter, or any of its officers, directors, members, or employees thereof.

8.3 CRMM Activities. CRMM may, in its sole discretion, conduct its own activities within the specified geographic area, identified on Exhibit A, during the term of this Agreement. CRMM reserves the right to modify or change the geographic areas described in the attached Exhibit A. CRMM agrees to consult with an existing chapter before granting a charter to a chapter in any of the geographic areas listed in Exhibit A.

9. CONFLICT RESOLUTION AND MEDIATION

The provisions of Article 10 of the Charter of CRMM, relating to Conflict Resolution and Mediation, are incorporated into this Agreement by reference and made a material part hereof. Any dispute between CRMM and the Chapter shall be resolved by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute of Christian Conciliation.

10. TERMINATION OF CHARTER; DISSOLUTION OF CHAPTER

10.1 Termination. Either party may terminate the charter granted to the Chapter, with all of its attendant rights and obligations, (a) for any reason upon ninety (30) days written notice to the other party, and (b) immediately upon written notice in the event of the other party's material breach of this Agreement. Upon delivery of notice of termination, for any reason and by either party, the Chapter shall promptly deliver to CRMM a current roster of all members of the Chapter, including all contact information, to enable CRMM to communicate with such members. From and after the date of termination, the Chapter shall cease to identify itself as a chapter of CRMM and may not utilize the name "Calvary Riders Motorcycle Ministry," the acronym "CRMM", or any mark of CRMM (all of which are owned completely and exclusively by CRMM).

10.2 Dissolution. In the event of the dissolution of the Chapter, the Elders of the dissolved Chapter shall, after paying or making provision for payment of all the liabilities of the Chapter, dispose of all assets of the Chapter to such organizations that are formed and operated exclusively for religious purposes and shall qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law), as the Elders shall determine. Any assets not otherwise disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Chapter is then located. Assets may only be distributed to organizations for charitable purposes who agree with CRMM's Beliefs.

11. WARRANTY; LIMITATION OF LIABILITY

11.1 WARRANTY. CRMM MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ANY MATERIALS, PROGRAMS, MEMBERSHIP PUBLICATIONS OR ANY OTHER ARTICLE OR SERVICE PROVIDED HEREUNDER. ALL GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE ARE HEREBY EXCLUDED.

11.2 LIMITATION OF LIABILITY. THE CHAPTER ACKNOWLEDGES AND AGREES THAT CRMM SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH THE CHAPTER MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL CRMM BE LIABLE TO ANY PERSON FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND.

12. APPEAL

A Chapter may request an opportunity to present an objection to a proposed modification of its geographic area under Section 8.3 or a proposed termination under Section 10 to CRMM, in which case the proposed action shall not become effective unless and until ratified by CRMM.

13. MISCELLANEOUS

13.1 Entire Agreement. This Agreement (together with any exhibits hereto) constitutes the entire Agreement between CRMM and the Chapter with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

13.2 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and venue for any litigation arising hereunder shall be Williamsburg County, South Carolina.

13.3 Waiver. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present, or future.

13.4 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.

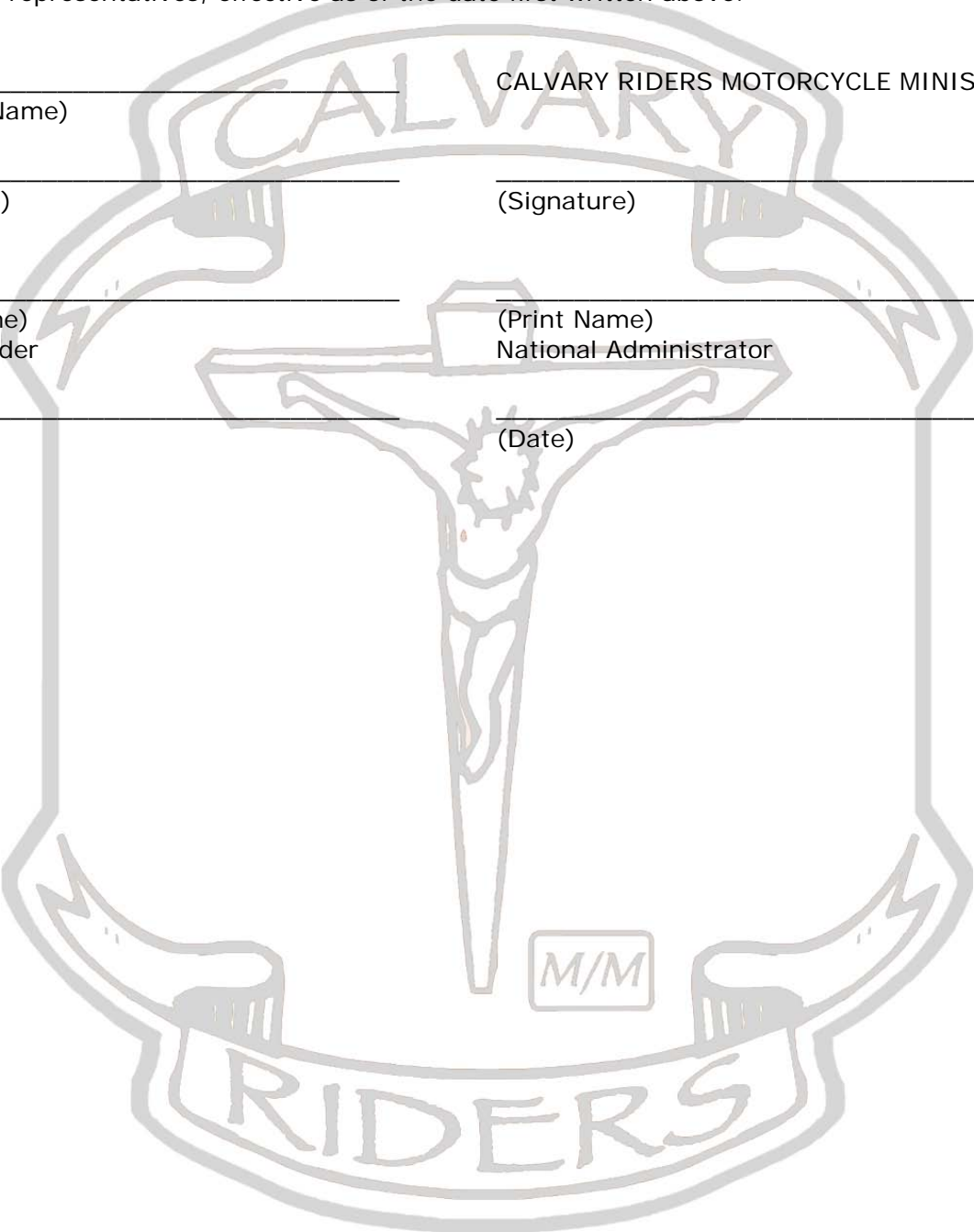
13.5 Successors and Assigns. This Agreement shall inure to the benefit of the parties and their successors and assigns. Neither party may sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

13.6 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier, facsimile, or mail addressed or directed to CRMM at 32 Turtledove Circle, Hemingway, SC 29554 or the Chapter at the home or business address of the Elder(s) of the Chapter in office at the time the notice is sent. Either party may change the address for notice by 30 days advance written notice to the other party.

13.7 Termination of Prior Chapter Agreement. This agreement supersedes and replaces any prior chapter agreement between the parties and terminates any such agreement on the effective date of this agreement.

Signature page to follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.



CALVARY RIDERS MOTORCYCLE MINISTRY

(Chapter Name)

(Signature)

(Print Name)
Chapter Elder

(Date)

(Signature)

(Print Name)
National Administrator

(Date)

M/M

RIDERS

EXHIBIT A

Geographic Territory of the Chapter

Chapter Name Here

State:

State Name Here

County:

County Name(s) Here

Note: Most of the assigned chapter territories are described by county. In some cases, an assigned territory may span more than one county, or even cross over state boundaries. Territories may vary in size, however it is recommended that the designated territory be of a size that members would find comfortable to travel to meet for chapter activities.

Please return completed Charter Agreement to:

CRMM
32 Turtledove Circle
Hemingway, SC 29554