

CHAPTER AGREEMENT

This Agreement is made by and between the _____ Chapter ("Chapter") and ReclaimDemocracy.org

In consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Obligations of Chapter.** Chapter will perform the following:
 - a. Adopt a Chapter name structured as *(Name of community, region or state) Chapter of ReclaimDemocracy.org*. Chapter will not conduct any activities not associated with ReclaimDemocracy.org's mission under this name.
 - b. Adopts the ReclaimDemocracy.org mission statement as its guiding statement.
 - c. Comply with applicable federal, state, and other laws and regulations.
 - d. **Adopt articles of incorporation and bylaws and provide copy to national office.**
 - e. Comply with such practices, policies and procedures that may be adopted from time to time by ReclaimDemocracy.org after review by, and consultation with, Chapter.
 - f. Maintain at least five members in good standing, participate in efforts to increase its number of members and local members of national organization.
 - g. **Maintain an independent Chapter checking account and avoid co-mingling monies.**
 - h. Be entitled to use the Tradename/Trademark as set forth in Paragraph 3.

2. **Obligations of ReclaimDemocracy.org.** ReclaimDemocracy.org will perform the following:
 - a. Authorize Chapter to use the Tradename/Trademark in accordance with Paragraph 3.
 - b. Communicate regularly with and inform Chapter about policies, programs, services, activities, and other vital information.
 - c. Provide benefits promised as part of Chapter agreement
 - d. Provide Chapter liaison's contact information to persons interested in contacting Chapter.
 - e. Consult with Chapter if appropriate about bylaws, policies, programs, services, activities, etc.

3. **License.** ReclaimDemocracy.org hereby grants to Chapter, and Chapter accepts, a nonexclusive, nontransferable license to use the Tradenames (Reclaim Democracy, ReclaimDemocracy.org) and all other trademarked or servicemarked phrases. Chapter will not (a) use Tradenames in any manner that might diminish the value of the name; (b) Chapters may not authorize or license the right to use the Tradenames to any third party.

4. **Ownership.** Chapter acknowledges and agrees that the Tradenames is the sole and exclusive property of ReclaimDemocracy.org. This Agreement does not convey title or ownership in the Tradenames to Chapter, but instead gives Chapter only the limited rights set forth in Paragraph 3. ReclaimDemocracy.org reserves all rights not expressly granted in this Agreement.

5. **Termination.** ReclaimDemocracy.org and Chapter each retain the right to terminate at-will this Agreement. Upon termination Chapter will immediately cease using the Tradenames and return to ReclaimDemocracy.org any and all proprietary materials. Both parties acknowledge, however, that their primary intent is to satisfy the aforementioned mission by forging and sustaining a strong collaborative relationship and that, if one party believes the other has or is about to default, violate, or fail to comply with one or more of such performance criterion, it will immediately notify the other to discuss and ensure compliance in a manner that strengthens said relationship and bolsters as applicable their respective images, effectiveness, and resources.

6. **General.** Chapter and ReclaimDemocracy.org hereby acknowledge and agree that this Agreement does not represent a franchise, cooperative, partnership, or other joint venture. Neither party will be liable for the debts, obligations or liabilities of the other party. Each party hereby indemnifies and holds harmless the other party and its officers, directors, members, employees and other agents from and against all claims, demands and liabilities (including reasonable attorneys' fees and costs) asserted by third parties arising from the indemnifying party's performance of this Agreement, which such obligation will survive the expiration or termination of this Agreement. The provisions of this Agreement are severable. Neither party may assign or otherwise delegate its duties, obligations, rights or privileges to third parties. This Agreement will be interpreted and enforced in accordance with the laws of the State of Montana. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the city, county and state in which ReclaimDemocracy.org maintains its headquarter office for the resolution of all disputes arising out of or relating to this Agreement. This Agreement may be amended in writing and executed by both parties.

7. **Entire Agreement.** This Agreement will supersede any and all prior agreements or understandings, whether expressed or implied, formal or informal, written or oral, between Chapter and ReclaimDemocracy.org. This Agreement is effective as of the date set forth after ReclaimDemocracy.org's signature below.

CHAPTER:	ReclaimDemocracy.org:
By: Name, Title _____	Jeff Milchen, Board Chair
Signature _____	_____
Address _____	222 S. Black Ave
_____	Bozeman, MT 59715
Phone, Fax _____	406-582-1224
Email _____	info@ReclaimDemocracy.org
Website _____	www.ReclaimDemocracy.org
Date _____	_____