

CHAPTER CHARTER AND AGREEMENT

This CHAPTER CHARTER AND AGREEMENT (hereinafter "Agreement") is made and effective on _____, 2014, by and between the CALIFORNIA ASSOCIATION OF MARRIAGE AND FAMILY THERAPISTS, a California nonprofit mutual benefit association (hereinafter "CAMFT") and the _____ CHAPTER of CAMFT (hereinafter "CHAPTER").

WHEREAS, CAMFT wishes to grant CHAPTER a charter pursuant to which CAMFT and CHAPTER are affiliated;

WHEREAS, CAMFT and CHAPTER wish to set forth their mutual understandings and agreements pertaining to the grant of the charter and the mutual rights and responsibilities created thereby.

NOW, THEREFORE, in consideration of the foregoing and of other mutual promises and agreements hereinafter set forth, CAMFT and the CHAPTER agree as follows:

- 1. Formation/Rights of Chapters.** Chapters shall be formed in accordance with the provisions of the CAMFT Bylaws. So long as Chapters are in good standing (which includes but is not necessarily limited to full compliance with this Agreement, its own bylaws, the CAMFT bylaws, the CAMFT Code of Ethics, and all other policies and procedures of CAMFT pertaining to Chapters), Chapters shall have the right to utilize the name of CAMFT in the name of the Chapters, to represent itself as affiliated with CAMFT, and to receive all other benefits bestowed by CAMFT upon its affiliated chapters.
- 2. Relationship.** CAMFT and Chapters are separate legal entities. Chapters are not and shall not be considered a partner, joint venturer, subsidiary, legal representative, or agent of CAMFT. At no time shall Chapters act or represent themselves to be acting in any of these capacities. Neither CAMFT nor Chapters shall have the right or power to bind or obligate the other party in any manner, and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party. Neither CAMFT nor Chapters shall be liable for any act, error, omission, debt, or other liability or obligation of the other.
- 3. Bylaws.** Chapters shall abide by and promote the purposes and objectives of CAMFT as set forth in the most current version of CAMFT's Bylaws. Chapters shall also adopt and abide by its own bylaws which shall be in a form acceptable to CAMFT and which is consistent with CAMFT's Bylaws.

Chapters shall submit its bylaws, and all proposed bylaw amendments, to CAMFT for approval to ensure compliance with this paragraph.

4. **Membership.** Clinical, prelicensed, and associate CAMFT members in good standing, as defined by the CAMFT Bylaws, shall be eligible for membership in Chapters. Chapters may establish other categories of membership as Chapters deem appropriate and these individuals do not need to be members of CAMFT, so long as individuals or entities accepted for such memberships do not otherwise qualify as clinical, prelicensed, or associate members of CAMFT. Loss of membership in CAMFT as a clinical, prelicensed, or associate member shall result in loss of membership in Chapters.

5. **Dues.** Chapters may establish and require Chapter fees, dues and assessments on its members.

6. **Board Composition.** The composition of the Chapters' Board of Directors shall be consistent with the CAMFT bylaws. In case of necessity, a chapter may request a variance from the CAMFT Board of Directors if the above provision is not achievable. Such request is granted solely for a one year period. The chapter may make a separate request to the CAMFT Board of Directors should the necessity arise for a variance in any subsequent year.

7. **Annual Report.** Chapters are required to submit to CAMFT an annual report on the activities and financial status of the Chapters' within sixty (60) days after the new Chapter Board is seated. Specifically, the annual Chapters report shall include but not be limited to:

- (a) A listing of outgoing and newly elected Chapter officers and committee chairs;
- (b) A summary of the past year's activities, including number of regular and special meetings, topics, and any special events, such as seminars or trade events;
- (c) A roster of current members, both voting and non-voting as applicable, the Chapters' mailing list (including at a minimum the full name, mailing address, telephone number, and email address for each Chapter member), and attendance lists for meetings and events; and
- (d) A balance sheet showing the current assets and liabilities of the Chapter.

8. **Bank Account/Taxes.** Chapters shall establish and maintain their own bank account(s). Chapters shall obtain their own federal employer identification number for use in opening Chapters accounts. Chapters shall obtain their own tax exempt status or pay taxes as appropriate for their organizational structure.

9. **CAMFT Name and Logo Use.** The distinction between Chapters and CAMFT must be maintained. Communication by a Chapter and its officers or members, in correspondence, reports, or other materials, must always identify the Chapter by name. The use of CAMFT's name and logo and the CAMFT acronym by the Chapter must always include the name of the Chapter (not just the CAMFT name) so as not to confuse communications from CAMFT with those of Chapters, especially when communicating with the general public.

10. **CAMFT Membership List Use.** A chapter may request and receive, at no charge, up to four mailing labels/lists per year comprised of members in good standing of CAMFT located within the region represented by the chapter. The mailing labels/lists may only be used for official chapter activities (i.e. publicize chapter events, assist with chapter membership drives, etc.) and may not be sold. They also may not be distributed to or shared with individuals inside or outside of the chapter. A chapter that does not comply with this policy may lose the privilege of receiving future mailing labels or lists. Any chapter that wishes to request mailing lists/labels from CAMFT should complete the "Chapter Mailing Label/List Request Form."

11. **CAMFT Member Suspension/Expulsion.** CAMFT agrees to notify Chapter within 15 days in the event that any Chapter member is suspended or expelled from membership in CAMFT. In such case, Chapter shall notify the member that his/her membership in the Chapter is also suspended or terminated.

12. **Indemnification/Defense.** Chapters agree to indemnify, defend and hold CAMFT harmless from any and all claims, loss, liabilities, damages, costs (including attorneys fees and costs) that CAMFT, or any of CAMFT's past, present, or future officers, directors or employees incurs as a result of the acts or omissions of Chapter or Chapter's breach of this Agreement.

13. **Insurance.** CHAPTER shall obtain and maintain at its own expense a broad form Commercial General Liability (CGL) insurance policy providing coverage of at least One Million Dollars (\$1,000,000.00) per occurrence and a Two Million Dollar (\$2,000,000.00) aggregate. CHAPTER shall obtain a Directors & Officers Liability policy of at least One Hundred Thousand Dollars (\$100,000) per occurrence for any act or omission committed by CHAPTER or its officers, directors, employees, , or volunteers during the term of this Agreement which causes harm, liability, or damages to CAMFT or CAMFT's officers, directors, employees, volunteers, or invitees. CHAPTER shall name CAMFT as an additional insured on the CGL and D&O policies. CHAPTER shall provide CAMFT with written proof of insurance at any time requested by CAMFT, but no less than once per year.

14. **Continuing Education.** If CHAPTER serves as continuing education provider, CHAPTER must be a provider in good standing with a relevant approval agency.

15. **CAMFT Member Number.** CHAPTER shall request CAMFT member number on CHAPTER member application.

16. **Suspension or Termination.** Chapters' charter shall terminate automatically upon the dissolution of CAMFT for any reason. The Chapters' officers shall conclude the business of the Chapters immediately upon notice of dissolution of CAMFT.

A Chapter may be suspended its charter terminated by a 2/3 vote of the CAMFT Board of Directors ("CAMFT Board") if the Chapter has breached this Agreement, or if the Board believes that the Chapter has engaged or is engaging in activities which are not in the best interests of CAMFT. In the event the CAMFT Board determines that suspension or termination of a Chapter is necessary, the following procedure shall be followed:

(a) The Chapter shall be given sixty (60) days prior written notice of the proposed suspension or termination and the reasons for the proposed suspension or termination. Any notice of proposed suspension or termination shall be either personally hand delivered or sent by overnight express mail service to the Chapter's last address as shown on CAMFT's records as well as to the President of the Chapters if that person's address is different than the Chapter's address.

- (b) The Chapter shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed suspension or termination. The hearing shall be held, or the written statement considered, by the CAMFT Board to determine whether the suspension or termination should take place.
- (c) The CAMFT Board shall decide by a 2/3 vote whether or not the Chapters should be suspended, terminated, or sanctioned in some other way. The decision of the CAMFT Board shall be final.
- (d) Any court action challenging the suspension or termination of a Chapter by the CAMFT Board, including a claim alleging defective notice, must be commenced within one year after the effective date of the suspension or termination.

Upon suspension or termination of a Chapter's charter, the Chapter shall cease utilizing CAMFT's name, acronym, and logo (all of which are owned completely and exclusively by CAMFT) and any other intellectual property owned by CAMFT, and may no longer claim any affiliation with CAMFT.

17. **Inspection of Records.** Chapters agree that they will make their records available for inspection by CAMFT during the term of this Agreement and for up to three years after any termination of this Agreement. CAMFT will give Chapter a reasonable amount of time to respond to any request for records, keeping in mind that Chapter board members are volunteers and that records may not be stored in one central location.

18. **Ethics Committee.** Chapters may, but are not required to, create an “ethics committee” to advise the Chapter’s Board and membership regarding CAMFT’s Code of Ethics and procedures. However, no chapter may establish its own code of ethics or make determinations regarding ethics-related cases. All such cases are subject to CAMFT’s Code of Ethics and procedures for handling such matters. Any ethics committee created by Chapters is advisory only.

19. **Attorneys’ Fees and Venue.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of San Diego, State of California for any proceeding arising hereunder.

20. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the issues described in this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

21. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

22. **Assignment/Amendment.** Neither party may assign or transfer this Agreement without the express written consent of the other party. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

23. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

Dated: _____

CALIFORNIA ASSOCIATION OF MARRIAGE
AND FAMILY THERAPISTS

By: _____
_____, _____

Dated: _____

_____ CHAPTER

By: _____
_____, CHAPTER President