

AMERICAN SOCIETY OF SAFETY PROFESSIONALS
AFFILIATION AGREEMENT

This Agreement is made between the American Society of Safety Professionals (“ASSP”), a non-profit corporation, and Badgerland (the “Chapter”).

1. GRANT OF CHARTER AND LICENSE

1.1 Charter. ASSP hereby grants to the Chapter, and the Chapter accepts a charter to be and continue as a chapter of ASSP. ASSP hereby grants the Chapter a license to use the name American Society of Safety Professionals or the acronym ASSP as a part of its own name as identified above, subject to the following terms and conditions, during the terms of this Agreement.

1.2 Territory. The Chapter is authorized to operate in the specific geographic area determined from time to time by ASSP.

2. DUES

ASSP shall bill Chapter members for dues and remit collected dues to the Chapters as long as the Chapter is in compliance with this Agreement, according to a schedule specified by ASSP.

3. ASSP NAME AND LOGO

In addition to the use of the ASSP name as specified in Section 1, the Chapter may utilize the ASSP name and logo in other instances permitted by ASSP, in accordance with ASSP policies and guidelines.

4. OPERATIONS

The Chapter shall operate in accordance with ASSP “Society Operational Guideline” (SOG 8.10) “Maintenance of Chapter Charter” in effect from time to time and in accordance with their Chapter Bylaws, which must follow the ASSP Model Chapter Bylaws in effect from time to time.

In recognition of the need for ASSP and its Chapters to speak with one voice, Chapters may not take public positions or make public statements which are in conflict with public positions of ASSP.

5. SEPARATE ENTITIES

ASSP and the Chapter expressly agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. 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 ASSP and ASSP is not liable for the debts or obligations of the Chapter.

6. TERMINATION OF CHARTER

ASSP may terminate the charter granted to the Chapter: (a) for any reason upon sixty (60) days written notice to the other party, and (b) upon ten (10) days notice to the other party in the event of the Chapter's material breach of this Agreement; provided, a Chapter may request an opportunity to present an objection to a proposed termination to the ASSP Board of Directors, in which case the proposed termination shall not become effective until ratified by the ASSP Board of Directors.

Notwithstanding anything in this Agreement to the contrary, upon delivery of notice of termination, for any reason the Chapter shall promptly deliver to ASSP a current roster and other databases of all members of the Chapter, including all contact information, to enable ASSP to communicate with such members. From and after the date of termination, the Chapter shall cease to identify itself as a chapter of ASSP and may only utilize printed material bearing any mark of ASSP with ASSP's specific written permission for post-termination use.

7. MISCELLANEOUS

7.1 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any disputes shall be Chicago, Illinois.

7.2 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.

7.3 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 ASSP at 520 N Northwest Highway, Park Ridge, IL 60068 or the Chapter at the address shown with the signature of the Chapter President. Either party may change the address by providing 10 days advance written notice to the other party.

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.

Badgerland Chapter

American Society of
Safety Professionals

By Lea F. Burger

By Dennis Hudson

Date May 1, 2018

Date April 1, 2018

Title Chapter President

Title Executive Director

Address

Lea Fay Burger
Springs Window Fashion LLC
7459 Garber Rd
Middleton, WI 53562