

# Membership Agreement

This Membership Agreement (the "Agreement") is made and entered into as of [Insert Date] (the "Effective Date"), by and between My Veteran Buddy, a Limited Liability Company (the "Company"), and [Insert Member Name or Entity Name], an individual or entity with a principal address at [Insert Address] ("Member").

## Recitals

WHEREAS, the Company is a Limited Liability Company dedicated to supporting veterans and community organizing through peaceful, legal, and constitutional activities, projects, and services;

WHEREAS, the Member desires to join the Company's membership program to participate in its mission, subject to the terms and conditions herein;

WHEREAS, the parties wish to establish a binding agreement governing the Member's participation, rights, obligations, and relationship with the Company;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Article 1: Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- "Company" means My Veteran Buddy, a Limited Liability Company, including its successors and assigns.
- "Member" means an individual or entity who has joined the Company's membership program, satisfied all eligibility requirements, and remains in good standing as determined by the Company in its sole discretion.
- "Local Command" means a geographically defined chapter established and operated by the Company to coordinate activities, projects, and leadership within a specific territory.
- "Active Local Command" means a Local Command that is currently operational in a Member's residential or principal place of business/operation territory.
- "Teams" means groups of Members organized by the Company (often under a Local Command) to participate in specific activities, projects, or initiatives.
- "Confidential Information" means any non-public information disclosed by the Company to the Member, including but not limited to business strategies, member lists, financial data, marketing materials, event details, and proprietary methodologies.
- "Intellectual Property" means all trademarks, logos, copyrights, patents, trade secrets, and other proprietary rights owned or licensed by the Company, including those related to its programs, events, and materials.
- "Good Standing" means a Member who has paid all dues, complied with this Agreement and all Company policies, and has not been subject to any disciplinary action or termination.
- "Term" means the duration of the Member's membership as defined in Article 6.

## **Article 2: Membership Terms**

2.1 Membership is open to individuals who are at least eighteen (18) years of age and to legally recognized entities that align with the Company's mission and values, as determined by the Company in its sole discretion. All applicants must provide accurate contact information and consent to background checks if required. The Company reserves the right to deny or revoke membership for any reason.

2.2 Membership Categories: The Company may establish and modify membership categories at any time, including but not limited to:

- Veteran Member: Reserved for verified veterans of the U.S. Armed Forces, National Guard, or Reserves (proof of service required upon request).
- Community Member: For non-veterans interested in supporting the Company's mission.
- Business Member: For for-profit businesses and corporate entities that wish to support the mission (a designated representative must be named).
- Non-Profit Organization Member: For 501(c) or equivalent non-profit organizations that align with the mission (a designated representative must be named).

2.3 Membership Benefits: Subject to category and Good Standing, benefits may include participation in Teams and Local Command activities, access to events, leadership opportunities, and discounts. Benefits are non-transferable, subject to change, and provided at the Company's sole discretion.

2.4 Local Command Affiliation: All Members are members of My Veteran Buddy at the national level.

(a) Members whose residence (or, for Business/Non-Profit Members, principal place of business/operation) is within the territory of an Active Local Command are automatically affiliated with that Local Command in addition to their national membership and are subject to its leadership, guidelines, and activities.

(b) Members who join from an area without an Active Local Command are considered "at-large" Members until a Local Command is established in their territory. Upon formation of a new Local Command covering their area, they are automatically transferred and affiliated with the new Local Command without additional action or fee.

## **Article 3: Team and Local Command Participation**

3.1 Team Structure: The Company may create, modify, or dissolve Teams at its discretion to focus on specific community activities and projects. Examples include, but are not limited to: (a) Volunteer Teams for community service projects and events; and (b) Event Planning Teams for organizing mission-related activities. Team assignments are at the Company's sole discretion.

3.2 Team Participation: Members may request to join one or more Teams, subject to Company approval based on skills, availability, and needs. Approved Members must: (a) attend required meetings and events; (b) contribute meaningfully to discussions and decision-making; (c) actively

participate in activities and projects; and (d) comply with Team-specific guidelines. Failure to participate may result in removal from a Team or termination of membership under Article 6. Participation does not create any employment, agency, or partnership relationship.

Team and Local Command assignments remain at the Company's sole discretion. Participation requirements and removal rules remain unchanged.

#### **Article 4: Membership Obligations**

4.1 Code of Conduct: The Member shall strictly adhere to the Company's Code of Conduct Policy (available at [Insert Link to Policy Document] and incorporated herein by reference). This includes, without limitation: (a) respecting the rights, dignity, and diversity of all individuals; (b) maintaining confidentiality of sensitive information; (c) avoiding conflicts of interest; (d) refraining from harassment, discrimination, or disruptive behavior; and (e) complying with all applicable laws; (f) engage only in peaceful, non-violent, legal, and constitutional conduct; all activities sponsored by or conducted under the banner of My Veteran Buddy must fully comply with the United States Constitution and all applicable federal, state, and local laws. Violations constitute a material breach and may lead to immediate suspension or termination.

4.2 Communication: The Member shall maintain open, respectful, and professional communication with other Members, Company staff, and participants. This includes responding promptly to Company inquiries and using approved channels for disputes or concerns. Prohibited conduct includes spreading misinformation, engaging in unauthorized solicitations, or using Company platforms for personal gain.

#### **Article 5: Membership Fees and Payment Terms**

5.1 Membership Fees: Fees shall be reasonable and based on the Company's operating expenses, as detailed in the Pricing and Payment Terms Policy (available at [Insert Link to Policy Document] and incorporated herein by reference). Fees are non-refundable except as expressly stated in the policy. The Company may adjust fees with thirty (30) days' notice.

5.2 Payment Terms: Fees are due upon execution of this Agreement or renewal. The Member authorizes electronic payments if enrolling online. Payment plans or discounts for annual/multi-year commitments may be offered at the Company's discretion. Late payments accrue interest at 1.5% per month or the maximum rate permitted by law. Non-payment constitutes a material breach. All payments are in U.S. dollars and exclude taxes, which the Member shall pay.

#### **Article 6: Termination**

6.1 Voluntary Termination: The Member may terminate membership at any time by providing written notice (including email) to the Company. Termination is effective upon receipt, but prepaid fees are non-refundable.

6.2 Involuntary Termination: The Company may suspend or terminate membership immediately for cause, including but not limited to: (a) breach of this Agreement or any Company policy; (b) non-payment of fees; (c) conduct detrimental to the Company's mission, reputation, or operations; (d)

legal violations; or (e) failure to maintain Good Standing. Procedures are outlined in the Termination Policy (available at [Insert Link to Policy Document] and incorporated herein by reference), which may include notice and an opportunity to cure for non-material breaches. Upon termination: (i) all benefits cease; (ii) the Member must return Company property; and (iii) obligations surviving termination (e.g., confidentiality) remain in effect.

6.3 Effect of Termination: Termination does not relieve the Member of accrued obligations, including payment of fees. The Company shall have no liability for losses arising from termination.

#### **Article 7: Representations and Warranties**

The Member represents and warrants that: (a) all information provided is accurate and complete; (b) they have the legal capacity to enter this Agreement; (c) their participation will comply with all laws; and (d) they will not infringe third-party rights. The Company disclaims all warranties, express or implied, including fitness for a particular purpose.

#### **Article 8: Indemnification**

The Member shall indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and affiliates from any claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees) arising from: (a) the Member's breach of this Agreement; (b) violations of law or policy; or (c) Member conduct during participation.

#### **Article 9: Limitation of Liability**

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY THE MEMBER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

#### **Article 10: Confidentiality and Intellectual Property**

10.1 Confidentiality: The Member shall hold all Confidential Information in strict confidence, using it solely for participation purposes, and not disclose it without the Company's prior written consent. Obligations survive termination for five (5) years.

10.2 Intellectual Property: The Company grants a limited, revocable, non-exclusive license to use its Intellectual Property solely for membership activities. The Member shall not modify, reproduce, or claim ownership. Any Member-created content vests in the Company.

#### **Article 11: Governing Law and Dispute Resolution**

Parties agree to mediate any dispute or claim arising out of/or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such an event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American

Arbitration Association (“AAA”) in accordance with the AAA Arbitration Rules for Commercial Contracts. The decision of the arbitrator shall be final and non-appealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other, and in such event, either party shall have the right to resort to court action. If either Party pursues enforcement of this Agreement or to obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys’ fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party. Costs shall include, without limitation: attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

**Article 12: Entire Agreement**

This Agreement, together with incorporated policies, constitutes the entire understanding between the parties and supersedes all prior agreements.

**Article 13: Amendments**

The Company may amend this Agreement or policies at any time, effective upon posting or notice. Continued participation constitutes acceptance.

**Article 14: Miscellaneous**

14.1 Electronic Signatures: Electronic signatures (e.g., via website) are binding as originals under the Electronic Signatures in Global and National Commerce Act.

14.2 Force Majeure: Neither party is liable for delays due to events beyond control (e.g., acts of God, pandemics).

14.3 Severability: If any provision is invalid, the remainder remains enforceable.

14.4 Assignment: The Member may not assign rights without Company consent.

14.5 Notices: Delivered via email or mail to provided addresses.

14.6 Waiver: No waiver of breach constitutes waiver of subsequent breaches.

14.7 Survival: Articles 6.3, 8, 9, 10, 11, and this Article survive termination.

By signing (electronically or otherwise), the Member acknowledges reading, understanding, and agreeing to this Agreement and policies.

**Member Information**

Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

**Member Signature**

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

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

**Company Representative**

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

Print Name of Signor: [Insert Name]

Title of Signor: [Insert Title]

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