

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made this ____ day of _____, 20__, by and between the FLORIDA GOLF COURSE SUPERINTENDENTS ASSOCIATION, a nonprofit corporation (FGCSA) and _____, a nonprofit corporation (hereinafter referred to as Chapter). This Affiliation Agreement will remain valid for two years from the date signed and will be renewed every two years.

I. PURPOSE

The purpose of affiliation between chapters and FGCSA is to ensure the golf course superintendents profession, and its respective associations, are adequately represented in the golf course industry.

This agreement is made in order to:

- Amass voting power of the superintendents of the state of Florida into one block vote representing the collective needs and desires of a majority of its members of this Association in GCSAA annual and special elections;
- Enhance the image of its members and assist in elevating their professional status;
- Have an effective state and chapter network of trained volunteers that vigorously represent the profession in areas including, but not limited to: career development, education, government relations, media/public relations, membership, research and fundraising;
- Promote and develop future chapter and state leaders;
- Support both FGCSA and chapters in their activities and programs to benefit members and the golf course superintendent's profession and;
- Share information that helps preserve and advance the members' livelihood and the golf course superintendent's profession.

II. TERM

This agreement shall supersede any prior understandings and agreements between Chapter and FGCSA and shall expire one year from the date signed.

Both parties shall operate and conduct their business and affairs in accordance with the generally accepted principles of nonprofit business organizations.

In consideration of the mutual promises and commitment both parties hereby agree as follows:

III. PRIVILEGES OF AFFILIATED STATUS

A. Voting Representation:

1. Each chapter may have a voting delegate or opt to have their chapter's vote included with that of the FGCSA. This voting delegate will be instructed to carry a block vote representing the wishes of the Association in GCSAA annual and special elections.
2. Each affiliated chapter will have representation on the FGCSA Board of Directors. Affiliated chapters will elect a Class A or Class SM Superintendent to serve as External Vice President for a period of 3 years (as indicated in the FGCSA By-Laws). The External Vice President will serve as a Director on the FGCSA Board

of Directors and will carry a vote in all FGCSA business during FGCSA board meetings.

- B. Promotional Materials & Logo:** A chapter which has been granted affiliated status must follow the rules of the GCSAA for logo use and promotion.
- C. Group Return Participation:** Each chapter which has been granted affiliated status will be included in the Group Tax Return filed on behalf of all affiliated chapters with the IRS.
- D. Incorporation:** Each chapter that has been granted affiliated status shall incorporate in the State where its principal business is located. Chapter, however, understands and agrees that it is the sole responsibility of Chapter to examine and comply with laws relating to; incorporated associations in the state where Chapter is located, the filing requirements of non-profit corporations, and the nature of activities to be undertaken by Chapter to maintain its corporate status in good standing as required by state law. As a benefit of affiliation, the FGCSA will annually register those affiliated chapters with the state to maintain their corporation status to include paying the annual fee prior to May 1st of the fiscal year.

IV. AFFILIATED STANDARDS

- A. Definition of Affiliated Chapter:** “A voluntary association of persons engaged in the management and operation of a golf course that have formed a nonprofit corporation to support each other. It is recognized that this voluntary association promotes activities and programs that benefit its members and the golf course superintendent profession.” This voluntary Association may make application for admission as an Affiliated Chapter of this Association in accordance with the FGCSA Bylaws, Article III Section 1-4.
- B. Application:** Any chapter applying for affiliation with FGCSA must complete an affiliation checklist and complete the process outlined therein (contact FGCSA to request a copy). FGCSA shall provide the forms necessary for admission as an Affiliated Chapter of this Association which shall be submitted to the Member Relations Committee. Upon recommendation of the Member Relations Committee, the FGCSA Board of Directors shall act upon any application for admission as an Affiliated Chapter at its next meeting succeeding the receipt of such application and all accompanying documents.
 1. Chapter shall submit its Constitution or Articles of Incorporation and Bylaws with the application for admission as an Affiliated Chapter.
 2. Chapter must submit a complete membership roster with the application for admission clearly indicating all membership classifications according to job description of each member including but not limited to Class A, Superintendent Member and Class C members all in accordance with FGCSA Bylaws.
 3. All chapters newly applying for affiliation are required to pay an initiation fee of \$1,000.00
 4. Chapters are required to contact the officers of all adjacent affiliated chapters and receive, in writing, the approval of the formation of the new chapter.

C. Conformity of Bylaws:

1. Chapter Bylaws must be consistent with, but need not be limited to, the Bylaws of FGCSA. The appropriate governing body shall have authority to determine acceptability of Chapter Bylaws for admission as an affiliated chapter.
2. Before any amendments to Chapter Bylaws are formally presented to the Chapter membership for consideration, the Chapter shall submit the proposed amendment(s) to FGCSA with a request that the proposed Bylaws amendments be reviewed for conformity with the policies of FGCSA. The Chapter shall also furnish FGCSA with a copy of the amended Bylaws approved by the Chapter thirty days after the date approved.
3. Chapter hereby acknowledges receipt of the Bylaws of FGCSA and expressly agrees to comply with and conform to all of the terms and provisions thereof and to all amendments, revisions and modifications thereof.
4. Chapter expressly acknowledges the objectives of FGCSA as set forth in the Articles of Incorporation and in the Bylaws of FGCSA, and agrees to take such action as is appropriate to implement such objectives and to enhance the reputation and goodwill of FGCSA, the chapter and all members.
5. Chapter shall hold a minimum of one annual meeting per year.

D. Officers and Directors: Chapter shall be governed by a Board of Directors, a majority of which shall be Class A and Superintendent Member members of FGCSA, elected by its members. The officers of the Chapter shall all be Class A and Superintendent Member members of FGCSA which shall include President, Vice President, Secretary and Treasurer (Secretary/Treasurer can be two separate positions).

Chapter shall elect officers and directors of the chapter in accordance with the Chapter's Bylaws. Chapter agrees to notify FGCSA electronically within thirty (30) days identifying the new officers and directors with their respective addresses.

E. Annual Reporting of Association Activities: The Board of Directors of Chapter, or a committee appointed by the Board of Directors, shall prepare and submit an Annual Report of Association Activities to FGCSA which shall contain an outline of Chapter activities for the past year, anticipated activities for the upcoming year, additional miscellaneous information and the following attached documents: current Bylaws, current officers, a current membership roster, Year-End Financial Reports, QuickBooks Accountant's Report, Ending Fiscal Year Bank Statements, and any other necessary paperwork required by the IRS for Group Return filing. All items are due to the FGCSA office by August 30th for the fiscal year ending June 30th of that year, unless otherwise indicated on the FGCSA Affiliated Checklist and FGCSA By-Laws. Failure to produce these documents by the August 30th deadline will result in a \$300 fine for every 30 days the documentation is late or incomplete.

- F. Insurance:** The FGCSA shall procure insurance coverage for its affiliate chapters to include: operation, activities and conduct to include but not limited to; premises, operations, property, personal injury, special events, and directors and officers liability. A certificate of insurance will be on-file with the FGCSA and will meet the Affiliation requirements of the GCSAA.
- G. Membership:** Both parties agree to jointly promote membership of both organizations and will use a standard membership template provided by the FGCSA. All membership dues will be collected and recorded by the FGCSA. Reimbursement of membership dues will be made to the chapters within a reasonable time frame. All Class A and Superintendent Member members applying for membership in FGCSA or an Affiliated Chapter who have not been previously affiliated with a chapter shall be a member in both FGCSA and the affiliated chapter and must maintain such membership thereafter. Affiliated chapters have a responsibility to ensure that golf course superintendents (Class A and Superintendent Member members) comply with the dual membership requirement with the GCSAA.

Chapters and FGCSA shall maintain the following definition for a golf course superintendent:

“A golf course superintendent is one who is entrusted with the management and operation of the tract of land defined as a golf course, including involvement in construction and maintenance of golf courses and related equipment.”

The following minimum definitions are required for chapter golf course superintendent and assistant superintendent members:

- Chapter Class A member – An individual with a minimum of three (3) years’ experience as a golf course superintendent. Chapters *may* additionally choose to require their Class A members to comply with all additional qualifications of a GCSAA Class A membership.
- Chapter Superintendent Member – An individual with less than three (3) years’ experience as a golf course superintendent.
- Chapter Class C member – An individual who is an assistant to a golf course superintendent, and is presently employed in such capacity.

- H. Newly Affiliated Chapter:** All chapters seeking to become affiliated with FGCSA shall have and maintain a minimum of fifty (50) GCSAA Class A and Superintendent Member members, and comply with membership requirements set forth in G above.

V. RESPONSIBILITIES

- A. Separate Corporate Entities:** Chapter and FGCSA expressly acknowledge and agree that Chapter and FGCSA are, and intend to maintain, separate corporate entities and as such shall not incur any liability, obligation or expense on behalf of each other. The Chapter and FGCSA and its members are prohibited from acting as agents or representatives of the other without express written authority. In furtherance of such intention and agreement, Chapter hereby indemnifies and holds harmless FGCSA and its officers, directors and employees from and against any

suit, claim, obligation, cost and expense which may be incurred by Chapter and/or its officers, directors and employees which may arise by reason of any act or failure or omission to act or any agency relationship by Chapter, its officers, directors or employees.

1. **Self-Governance:** Chapter hereby understands and agrees that it (Chapter) is a legal entity which must not only observe all FGCSA affiliated status obligations, but also discharge legal obligations incumbent upon any self-governing organization.

1. VI. PROBATION, SUSPENSION, REVOCATION AND DISAFFILIATION OF AFFILIATED STATUS

A. Authority and Events: The affiliated status granted to Chapter and all of the rights and obligations created hereunder shall remain in full force and effect through the expiration of this agreement unless placed on probation, suspended, revoked or disaffiliated in accordance with the procedures set forth in paragraphs B, C & D. FGCSA shall have the authority to place on probation, suspend or revoke the affiliated status granted to Chapter if the Board of Directors determines the conduct of Chapter to be in violation of the affiliation agreement.

B. Grounds for Probation, Suspension or Revocation: FGCSA shall have the right to place on probation, suspend or revoke a chapter affiliated status if the chapter:

1. Fails or refuses to comply with the Affiliation Agreement and/or FGCSA Bylaws.
2. Knowingly and willfully violates any law including but not limited to antitrust laws.
3. Chapter and/or its officers, directors or employees, willfully and/or maliciously undermine the objectives, reputation and/or goodwill of FGCSA and/or its officers, directors and employees.
4. Officers, directors or employees of the Chapter willfully violate the FGCSA Code of Ethics.
5. Fails to comply with the annual affiliation requirements.

C. Procedure:

1. **Inquiry:** The Board of Directors of FGCSA may cause an inquiry by the Member Relations Committee or duly appointed investigating body (investigating body) for the purpose of determining whether there is reasonable basis to believe that Chapter's affiliated status should be placed on probation, suspended or revoked upon receipt of a written, signed request or upon its own initiative.
2. **Investigation:** The Investigating body shall review the written request or the Board of Directors request.
 - a) If the investigating body finds that the written request does not state allegations which if sustained, would constitute grounds for probation, suspension or revocation, it shall so notify the FGCSA Board of Directors, who shall notify the originator of the request.
 - b) If the investigating body finds that the written request does state allegations

which, if sustained, would constitute a violation of the standards of FGCSA it shall make inquiries of Chapter and may make inquiries of any individual who may have knowledge of pertinent facts and circumstances.

- c) On the basis of these inquiries, the investigating body shall determine whether there is or is not sufficient evidence to support the allegations in the request. The investigating body shall notify the Board of Directors of its determination.

3. **Notification:** Within thirty (30) days after notification of the investigating body's findings, the President of FGCSA shall send notice of the purported violation by Certified Mail, Return Receipt Requested, to the appropriate representatives of the Chapter and originator of the request. The notice shall specify the conduct which is the subject of the request and shall specify the date the FGCSA Board of Directors will meet to review the Investigating Body's findings.
4. **Hearing:** At the time and place fixed for the Board of Directors meeting, the representatives of Chapter shall have an opportunity to be heard, to present witnesses, to question witnesses and to present written evidence.
5. **Determination:** The FGCSA Board of Directors shall review the findings of the Investigating Body and evidence and arguments offered by the Chapter, it shall consider the gravity of the offense and shall take any action which it deems appropriate which may include placing the Chapter on probation, suspending or revoking the Chapter's affiliated status. The determination of the FGCSA Board of Directors shall be affirmative vote of a majority of the Board of Directors present and voting at the duly called meeting at which a quorum is present. The action of the FGCSA Board of Directors shall immediately be communicated to the appropriate representatives of Chapter by Certified Mail, Return Receipt Requested.
 - a) **Probation.** The Board of Directors may place a Chapter on probation for a period not to exceed 90 days. All FGCSA Class A and Superintendent Member members shall be notified of such probation.
 - b) **Suspension.** The Board of Directors may suspend a Chapter's affiliated status for a period of nine (9) months, which shall result in a loss of all privileges. All FGCSA Class A and Superintendent Member members shall be notified of such suspension.
 - c) **Revocation.** The Board of Directors may also revoke a Chapter's affiliated status. In the event that the Chapter's affiliated status is revoked, the Chapter will cease to have the right to represent itself as an Affiliated Chapter of FGCSA and will lose all benefits and privileges provided therein.
 - d) **Automatic Probation, Suspension and Revocation.** Failure to comply with the Affiliation Agreement reporting requirements shall result in automatic probation and failure to file the required reports within the probationary period will result in automatic suspension. If the Chapter fails to comply with the reporting requirements within the nine (9) month suspension period, then the Chapter's affiliated status shall be automatically revoked.

- 6. Reapplication:** Any Chapter that has been revoked may reapply for affiliated status one (1) year after the date of revocation.
- a) Each Chapter shall pay \$500.00 when reapplying for affiliated status.

D) Voluntary Disaffiliation with FGCSA

- 1) Any Chapter may voluntarily terminate its affiliation with FGCSA by delivering to the Director of Member/Chapter Services written notice of its intention to do so no less than 90-days prior to the effective date of such termination.
- 2) Procedure for disaffiliating with FGCSA
 - a) Written notice, signed by all the officers of the chapter, must be received no less than 90-days prior to the effective date of the termination.
 - b) FGCSA will communicate to all ‘shared’ members the intent of the chapter officers, as well as the subsequent consequences of such action, allowing 30-days for ‘shared’ members to challenge the impending disaffiliation.
 - c) The chapter shall hold harmless any shared members who wish to transfer their membership to another affiliated chapter.
- 3) Upon termination, the chapter shall cease using the Florida Golf Course Superintendents Association name, trademark, trade name and logo and all other rights and privileges associated with being affiliated with FGCSA

VII. MISCELLANEOUS PROVISIONS

- A. Confidentiality:** FGCSA will hold and will cause its officers, directors and employees to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law or as necessary, all documents and information provided to FGCSA as required by this agreement.
- B. Severability:** In the event any part of this agreement is found to be illegal, in violation of public policy, or otherwise unenforceable in law, such finding shall not invalidate any other part(s) of this Agreement.
- C. Choice of Law:** The parties acknowledge that this Agreement shall be governed by and construed under the laws of the State of Florida.
- D. Amendments:** This agreement may be amended by the FGCSA Board of Directors at any time, with 90 days written notice of the proposed change provided to the affiliated chapters.

IN WITNESS THEREOF, the parties hereto have caused this Affiliation Agreement to be executed by their duly authorized officers, effective as of the day and year first written above.

CHAPTER

ATTEST:

BY: _____
Authorized Chapter Officer

Chapter Secretary

TITLE: _____

DATE: _____

FGCSA

BY: _____
FGCSA Association Manager

DATE: _____