

## **AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT is made this \_\_\_ day of \_\_\_, 20\_\_ by and between the GOLF COURSE SUPERINTENDENTS ASSOCIATION OF AMERICA, a nonprofit corporation (GCSAA) and \_\_\_\_\_, a nonprofit corporation (hereinafter referred to as Chapter).

### **I. PURPOSE**

The purpose of affiliation between chapters and GCSAA 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:

- Enhance the image of its members and assist in elevating their professional status;
- Have an effective national and chapter network of trained volunteers that vigorously represent the profession.
- Promote and develop future chapter and national leaders;
- Support both GCSAA 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 GCSAA and shall automatically renew annually unless revoked by GCSAA or Chapter upon ninety (90) days written notice. A membership group will review the agreement every three years to ensure it still fulfills its purpose. If GCSAA amends the agreement between review cycles, chapters will be given the opportunity to provide input and execute the amended agreement.

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:** Chapters holding affiliated status have the privilege to be represented by a delegate at all GCSAA meetings, as defined by Article VIII, Section 2 of the GCSAA Bylaws. Such Chapter delegate shall represent and be authorized to cast the votes of the voting members of GCSAA who are also members of such Affiliated Chapter and who desire to be represented by such delegate.

**B. Promotional Materials & Logo:** A chapter which has been granted affiliated status is granted a limited, revocable, non-exclusive, non-transferable license to use (i) the name “GOLF COURSE SUPERINTENDENTS ASSOCIATION OF AMERICA,” the acronym, “GCSAA”, the logo of GCSAA, and other GCSAA trademarks, service marks, trade names and logos (hereinafter collectively referred to as the “Marks”) consistent with the purposes of this Agreement and may indicate its affiliation on circulars, brochures and other such promotional materials related to solicitation of members, continuing education programs, or other such programs and materials. The GCSAA logo may not be used in any other manner without the prior written permission of GCSAA. Any use of the Marks must be in accordance with the GCSAA branding style guidelines. GCSAA logos must not be used in such a way to represent approval by GCSAA of the content of publications or programs. Chapter’s right to use the Marks shall terminate immediately upon the termination of this Agreement.

1. All affiliated chapters who accept Chapter Logo Grants are required to adopt the GCSAA branded chapter logo and abide by the requirements outlined in the current GCSAA Branding Style Guidelines.

**C. Member Lists:** Affiliated Chapters shall be provided with the names and addresses of GCSAA members who are not affiliated with a chapter and the executive staff shall be provided with access to the GCSAA online Membership Directory.

GCSAA and affiliated chapters shall encourage shared members to take advantage of continuing education and professional development opportunities. In support of this effort, GCSAA shall provide each affiliated chapter with a list of all GCSAA Class A and Class B members of their chapter, so that chapters may help promote the value of Class A membership.

**D. Cooperative Programs:** Affiliated Chapters shall be entitled to participate in cooperative programs sponsored by GCSAA. A list of current chapter programs shall be made available to chapter leaders and executives upon request.

#### **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 submit an application for admission as an Affiliated Chapter of this Association in accordance with the GCSAA Bylaws, Article IV Section 2.

**B. Application:** Any chapter applying for affiliation with GCSAA must complete a pre-application checklist and complete the process outlined therein (contact GCSAA to request a copy). GCSAA shall provide the forms necessary for admission as an

Affiliated Chapter of this Association which shall be submitted to the appropriate membership group for review. Upon recommendation of the membership group, the GCSAA 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. Any newly formed chapter applying for affiliation with GCSAA, as well as any existing affiliated chapter undergoing a name change or merger that results in a new chapter name, must have the proposed chapter name approved by the GCSAA Board of Directors prior to formal recognition.

Chapters may not adopt or use any state-level or statewide geographic naming designation (example: “Georgia”, “Florida”, “Texas”, etc.) when multiple chapters exist within that state unless all existing GCSAA-affiliated chapters within that state provide written consent confirming no objection to use of that name.

Additionally, chapters proposing a name that includes a state border region, multi-state region, or that may reasonably be perceived to represent or overlap with another state’s geographic identity must obtain written acknowledgment of no objection from the GCSAA-affiliated chapters in the neighboring state(s) prior to Board consideration.

The GCSAA Board of Directors shall have the final authority on approval, denial, or required modification of any proposed chapter name.

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, Class B , Class C and Class EM members all in accordance with GCSAA Bylaws. The membership roster shall also designate those members of GCSAA and must be accompanied by a petition signed by the Class A and Class B members signifying that they are members of that chapter and support the affiliation application.
3. All chapters 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. Incorporation:** Chapter 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. The Chapter shall furnish to GCSAA a Certificate of Good Standing from the State where the Chapter is incorporated when executing the affiliation agreement and provide a written affirmation of good standing on a yearly basis as part of the annual reporting requirements.

**D. Conformity of Bylaws:**

1. Chapter Bylaws must be consistent with, but need not be limited to, the Bylaws of GCSAA. The appropriate governing body shall have authority to determine acceptability of Chapter Bylaws for admission as an affiliated chapter. Refer to Section K for the minimum requirements for Class A, Class B , Class C and Class EM members.
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 GCSAA with a request that the proposed Bylaws amendments be reviewed for conformity with the policies of GCSAA. The Chapter shall also furnish GCSAA 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 GCSAA 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 GCSAA as set forth in the Articles of Incorporation and in the Bylaws of GCSAA, and agrees to take such action as is appropriate to implement such objectives and to enhance the reputation and goodwill of GCSAA, the chapter and all members.
5. Chapter shall hold a minimum of one annual meeting per year.

- E. Officers and Directors:** Chapter shall be governed by a Board of Directors, a majority of which shall be Class A and Class B members of GCSAA, elected by its members. The officers of the Chapter shall all be Class A and Class B members of GCSAA who are actively employed as golf course superintendents. This includes President, Vice President, Secretary and Treasurer (Secretary and Treasurer can be fulfilled by the same individual.)

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

- F. 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 GCSAA by March 31 of each year. This report 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, an affirmation of current good standing of incorporation, an affirmation that chapter has retained its tax exempt status and does not anticipate losing such status, Certificates of Insurance for General Liability and Directors and Officers, and a financial summary if the Chapter has less than \$50,000 of gross annual revenues. Chapters with more than \$50,000 in gross annual revenues shall submit a copy of their 990/990 EZ annual tax returns upon completion.

- G. Annual Chapter Delegates Meeting:** A Chapter representative shall attend the annual Chapter Delegates meeting unless otherwise approved by the appropriate oversight task group. If a chapter does not have a delegate at the meeting a letter will be sent to the chapter's board of directors notifying them of the absence and potential consequences if the chapter fails to attend the following year. If an affiliated chapter fails to send a representative, who is an eligible voting member of GCSAA and a member of the chapter, to the Chapter Delegates Meeting for two consecutive years, the chapter's right to vote by chapter delegate at the next annual meeting shall be suspended. A letter will be sent to all eligible voting members of the chapter, notifying them that their chapter lost its privilege to vote on behalf of its members at the annual meeting. It is further recommended that the voting member sent to the Chapter Delegates Meeting be the voting delegate or alternate delegate. If that is not possible,

it is strongly recommended that the voting member sent to the meeting be able to communicate effectively as this is the opportunity the chapter has to meet the candidates for the GCSAA Board of Directors and learn about issues that may be on the ballot at the annual meeting. Furthermore, it is an opportunity the chapter has to communicate their comments to GCSAA.

- H. Voting:** Each Chapter is required to vote at the GCSAA annual meetings. If a chapter fails to vote at the annual meeting a letter informing the chapter's board of directors will be sent. If a chapter fails to vote at two consecutive annual meetings, a letter will be mailed to all chapter voting members.
- I. Insurance:** The Chapter shall procure insurance coverage for its operation, activities and conduct to include but not limited to a Commercial General Liability Policy (premises, operations, property, personal injury, special events) and a Directors and Officers Liability Policy, with a certificate of insurance provided to GCSAA along with the annual report. The Commercial General Liability coverage shall have a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate. The Directors and Officers coverage shall have a minimum of \$1,000,000 each policy period. Each chapter shall consult its insurance agent to determine if additional insurance coverage is necessary for its operation.
- J. Tax-Exempt Status:** All Chapters applying for affiliated status shall obtain tax-exempt status from the Internal Revenue Service or the equivalent revenue agency. Chapter shall provide GCSAA with a copy of its application for tax-exempt status submitted to the Internal Revenue Service or the equivalent revenue agency when executing the affiliation agreement. All Chapters are required to submit to GCSAA a copy of the Internal Revenue Service or the equivalent revenue agency exemption determination letter and failure to submit the exemption letter within two years from the date of application will cause the chapter's application for affiliated status to be reviewed by the appropriate task group which may result in revocation of affiliated status. Chapter must notify GCSAA of a substantial change or revocation in the Chapter's tax-exempt status.
- K. Membership:** Both parties agree to jointly promote membership of both organizations. All Class A and Class B members applying for membership in GCSAA or an Affiliated Chapter who have not been previously affiliated with a chapter shall be a member in both GCSAA and the affiliated chapter and must maintain such membership thereafter. GCSAA and affiliated chapters have a responsibility to ensure that golf course superintendents (Class A and Class B members) comply with the dual membership requirement. When appropriate, a chapter may offer a facility membership to a facility that qualifies for this classification.

Chapters and GCSAA 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, assistant superintendent and equipment manager 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 Class B 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.
- Chapter Class EM member – An individual who is employed as an equipment manager, assistant equipment manager or mechanic/technician in the golf industry.

**L. Newly Affiliated Chapter:** All Chapters seeking to become affiliated with GCSAA shall have and maintain a minimum of fifty (50) GCSAA Class A and B members, and comply with membership requirements set forth in K above. All Chapters seeking affiliation are required to pay an Initiation Fee of \$1,000.00 and must submit a petition signed by the Class A and B members that they are members of that Chapter and support the affiliation application. A chapter applying for affiliation must complete the chapter assessment tool as part of the application process. GCSAA reserves the right to decline acceptance of an affiliated chapter if its reasons for affiliating are inconsistent with the purpose and the objectives of the association.

**M. Assessment:** Chapters shall be required to complete a GCSAA-developed assessment every three years. This self-assessment allows chapters to identify their current resources and competencies, and determine opportunities to better serve their members.

## **V. RESPONSIBILITIES**

**A. Separate Corporate Entities:** Chapter and GCSAA expressly acknowledge and agree that Chapter and GCSAA 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 GCSAA and its members are prohibited from acting as agents or representatives of the other without express written authority.

1. **Self Governance:** Chapter hereby understands and agrees that it (Chapter) is a legal entity which must not only observe all GCSAA affiliated status obligations, but also discharge legal obligations incumbent upon any self-governing organization.
- B. **Indemnification:** In furtherance of such intention and agreement, Chapter hereby indemnifies and holds harmless GCSAA 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 negligence or act or failure or omission to act by Chapter, its officers, directors, employees, or agents. GCSAA hereby indemnifies and holds harmless Chapter and its officers, directors, employees or agents 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 from any negligence or act or failure or omission to act by GCSAA, its officers, directors, employees or agents.

## 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. GCSAA 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:** GCSAA 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 GCSAA 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 GCSAA and/or its officers, directors and employees.
  4. Officers of the Chapter who willfully violate the GCSAA Code of Ethics.
  5. Fails to comply with the annual affiliation requirements.

### C. Procedure:

1. **Inquiry:** The Board of Directors of GCSAA may cause an inquiry by the duly appointed 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 GCSAA 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 GCSAA, 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 GCSAA 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 GCSAA 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 GCSAA 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 GCSAA 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, defined by GCSAA bylaws, is present. The action of the GCSAA 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 GCSAA Class A and Class B 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 GCSAA Class A and Class B 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 GCSAA 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 \$1,000.00 when reapplying for affiliated status.

#### **D. Voluntary Disaffiliation with GCSAA**

1. Any Chapter may voluntarily terminate its affiliation with GCSAA by delivering 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 GCSAA.
  - 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. GCSAA 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.
  - d. Upon termination, the chapter shall cease using the Golf Course Superintendents Association of America name, trademark, trade name and logo and all other rights and privileges associated with being affiliated with GCSAA

### **VII. MISCELLANEOUS PROVISIONS**

- A. **Confidentiality:** GCSAA 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 GCSAA 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 Kansas.

**D. Amendments:** This agreement may be amended by the GCSAA 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: \_\_\_\_\_

GCSAA

BY: \_\_\_\_\_  
GCSAA Chief Executive Officer

DATE: \_\_\_\_\_