

TEXAS 2100 MEMBERSHIP AGREEMENT

Article 1. Purpose of this Agreement

The purpose of this Agreement is to specify matters pertaining to membership in Texas 2100, an unincorporated, non-profit association organized under the laws of the State of Texas (hereinafter referred to as the “Association”).

Article 2. Types of Membership

A member of the Association is an individual or a corporation who approves this Agreement and who has been admitted by the President of the Association after submitting a Member Registration Form.

There are four types of members as provided below:

1. Regular Member: An individual who has joined the Association in approval of the objectives of the Association and has one vote in Members Conference.
2. Auxiliary Member: An individual who has joined the Association for the purpose of supporting the activities of the Association and who has no voting right in the Members Conference.
3. Corporate Membership: A corporation who has joined the Association in approval of the objectives of the Association and for the purpose of supporting the activities of the Association, and who has a voting right in the Members Conference (one vote per entity).
4. Student Membership: A student who has joined the Association in approval of the objectives of the Association and who does not have a voting right in the Members Conference.

Article 3. Application for Admission

An applicant shall submit a Member Registration Form to the President for admission to the Association.

Article 4. Approval of Admission

The President of the Association may not approve admission of an applicant in any of the following cases:

1. The Association has terminated the membership of the applicant in the past. A unanimous resolution by the Board may override this condition.
2. The Association finds any item presented in the Member Registration Form to be false.
3. The Association finds a valid reason to disapprove admission.

Article 5. Membership Fee

Each member shall pay an annual membership fee as provided below:

1. Regular Member - \$50 per year.
2. Individual Membership – No membership fees.
3. Corporate Membership - \$100 per year – up to five individual memberships assigned on admission.
4. Student Membership - No Membership Dues

Membership fee shall be paid in one payment via means defined by the Association. Membership may be cancelled any time and reimbursement of any dues will be prorated on a calendar-month basis; i.e., any portion of a month will be considered a full month.



Article 6. Effective Term of Membership

All memberships are effective for one year commencing on payment and acceptance by the President, or delegated party. Membership may be cancelled by either party. In the event membership is cancelled by the Association due to breach of the Code of Conduct or similar events (See Article 8), no refund of partial membership will be made.

Article 7. Renewal of Membership

Unless membership has been cancelled, membership will be automatically renewed when the Association confirms that the annual fee has been paid on the anniversary date of membership every year.

Article 8. Cancellation of Membership

Membership shall be cancelled in any one, but not limited to, the following cases. Other causes of cancellation must be approved by Board action:

1. The member submits a notice of cancellation to the Association.
2. The member is deceased or adjudicated as missing, or the sponsoring entity is dissolved.
3. The member continually fails to pay the membership fee for one year or more.
4. The member is expelled by the Association for violation of Code of Conduct.

Article 9. Withdrawal from the Association

A member may withdraw from the Association by submitting to the President a notice of withdrawal, to be provided separately.

Article 10. Expulsion from the Association

In any of the following cases, the Association may expel the member from the Association by Board resolution. In such a case, the Association shall provide the member with an opportunity to present an explanation prior to the resolution.

1. The member has violated any of the terms of this Agreement.
2. The member has damaged the reputation of the Association or has acted against the objectives of the Association.

Article 11. Modification of this Agreement

As prescribed in the Articles of Association and/or By-Laws, the Association may add, modify, or change the terms of this Agreement without the prior consent of the members.

Article 12. Refundability of Money and Goods

Membership fees that have already been paid or goods that have already been contributed by a member shall be refundable, except as previously outlined.

Article 13. Governing Law and Jurisdiction

The law of the State of Texas and the United States shall govern the interpretation of this Agreement. If any matter requiring a lawsuit arises between a member and the Association, the court having jurisdiction over the location of the Association shall be the court of agreed exclusive jurisdiction for the member and the Association.

Article 14. Good Faith

If any matter that is not provided herein arises between a member and the Association, both parties shall consult with each other in good faith. In the event of a legal conflict between parties, the parties will seek arbitration prior to executing legal action, except in cases where criminal or regulatory matters are involved.



Article 15. Agreement in Entirety

This agreement constitutes the full and singular contractual relationship between the parties. No other matters, unless explicitly cited as a valid amendment to this agreement, and so authorized by the Board or its delegated party, shall be deemed as amending this contract.

Be it so prescribed that on this day of _____, _____:

Member Name

Member Number

Regular Member

Individual Member

Corporate Member

Student Member

Residing at:

has completed all qualifications for membership in the Association and is hereby admitted to the Association upon the approval of

Name

Position

This agreement is full and valid according to the set forth terms and all appropriate preconditions for a contractual agreement have been met. Validity and enforceability of this agreement will be considered established except as defined herein or such time as the agreement is in force or has not been voluntarily or involuntarily cancelled as allowed by law or this document.

