

AFFILIATE AGREEMENT

This Agreement is made between the American Association of Legal Nurse Consultants, (AALNC), a non-profit corporation, and _____ Chapter AALNC, a nonprofit corporation (the “Affiliate”).

1. GRANT OF CHARTER AND LICENSE

1.1 Charter. AALNC hereby grants to the Affiliate, and the Affiliate accepts a charter to be and continue as an affiliate of AALNC. AALNC hereby grants the Affiliate a license to use the name American Association of Legal Nurse Consultant or the acronym AALNC 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 Chapter. The Affiliate is authorized to operate in the specific geographic area identified in Exhibit A.

2. POLICY MANUAL

The Affiliate agrees to comply with the terms of the Affiliate policies adopted by AALNC, as they may be adopted and amended from time to time.

3. AALNC NAME AND LOGO

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

4. SEPARATE ENTITIES

AALNC and the Affiliate 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 Affiliate is not liable or responsible for the debts or obligations of AALNC and AALNC is not liable for the debts or obligations of the Affiliate.

5. TERMINATION OF CHARTER

Either party may terminate the charter granted to the Affiliate: (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 other party’s material breach of this Agreement; provided, an Affiliate may request an opportunity to present an objection to a proposed termination to the AALNC Board of Directors, in which case the proposed termination shall not become effective until ratified by the AALNC Board of Directors.

Notwithstanding anything in this Agreement to the contrary, upon delivery of certified letter notice of termination, for any reason and by either party, the Affiliate shall promptly deliver the following to AALNC's national office: a current roster of all members of the Affiliate, including all contact information, to enable AALNC to communicate with such members; Affiliate meeting minutes; financial records; and remaining treasury funds to the national office. From and after the date of termination, the Affiliate shall cease to identify itself as an affiliate of AALNC and may only utilize printed material bearing any mark of AALNC with AALNC's specific written permission for post-termination use.

6. MISCELLANEOUS

6.1 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.

6.2 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.

6.3 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 AALNC at 1163 S. Main, Suite 318, Chelsea, MI 48118 or the Affiliate at the address shown with the signature of the Affiliate President. Either party may change the address for notice by 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.

[AFFILIATE]

American Association of Legal Nurse
Consultants

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Address _____

EXHIBIT A

GEOGRAPHIC AREA OF AFFILIATE

Atlanta Chapter
Bay Area of Northern California
Central Virginia
Cleveland/NEO
Columbia South Carolina
Connecticut Chapter
Dallas
Delaware
Denver
Eastern North Carolina
Greater Albuquerque
Greater Augusta
Greater Baltimore
Greater Birmingham
Greater Charlotte
Greater Chicago
Greater Houston
Greater Indianapolis
Greater Jackson/New Orleans
Greater Jacksonville
Greater Orlando
Greater Portland/Valley
Greater Sacramento
Greater Tampa Bay
Little Rock
Nashville
New Jersey Morristown
New York City
Orange County Chapter of Southern California
Pacific Northwest Chapter
Philadelphia Chapter
Phoenix
Pittsburgh
Puget Sound
San Diego
South Florida
Southern New England
Southern West Virginia
St. Louis
West Virginia Upper Ohio Valley