

## 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]

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

American Association of Legal Nurse  
Consultants

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**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