

## **Greater Eureka Chamber of Commerce Member Terms and Conditions**

### **Membership**

1.1. Eligibility: Membership in the Greater Eureka Chamber of Commerce ("the Chamber") is open to businesses, organizations, and individuals who support the Chamber's mission and objectives.

Membership is non-transferable and non-refundable.

1.2. Application Process: To become a member of the Chamber, applicants must submit a completed membership application, along with any required supporting documentation, to the Chamber. The Chamber reserves the right to accept or reject any membership application.

1.3. Membership Categories: The Chamber offers several membership categories, each with its own benefits and dues structure. Members are responsible for selecting the appropriate membership category and paying the corresponding dues.

1.4. Membership Term: Membership in the Chamber is for the calendar year and is valid from date of acceptance by the Chamber until December 30<sup>th</sup> of the year. Members must renew their membership annually to maintain membership in good standing.

1.5. Member Information: Members must provide accurate and up-to-date information to the Chamber, including contact information, business or organizational description, and any other information requested by the Chamber.

### **Code of Conduct**

2.1. Compliance: All members of the Chamber are expected to comply with the Chamber's code of conduct, which includes the following principles:

2.1.1. Honesty: Members must act with honesty and integrity in all their dealings with other members and the Chamber.

2.1.2. Professionalism: Members must conduct themselves in a professional manner and adhere to high ethical standards in their business or organizational activities.

2.1.3. Respect and Inclusion: Members must respect the rights and dignity of all individuals and refrain from engaging in any behavior that is discriminatory or harassing.

2.1.4. Compliance with Laws: Members must comply with all applicable laws and regulations governing their business or organizational activities.

2.2. Enforcement: The Chamber reserves the right to enforce the code of conduct and take appropriate action against any member who violates the code of conduct. Such action may include termination of membership, suspension of membership benefits, or any other action deemed appropriate by the Chamber.

### **Benefits and Services**

3.1. Overview: The Chamber provides a range of benefits and services to its members, including but not limited to:

3.1.1. Networking Opportunities: The Chamber provides opportunities for members to connect with other members and develop business relationships.

3.1.2. Educational Programs: The Chamber offers educational programs and resources to help members improve their business or organizational skills and knowledge.

3.1.3. Advertising and Promotional Opportunities: The Chamber provides members with opportunities to advertise and promote their businesses or organizations to other members and the community.

3.1.4. Access to Chamber Resources and Expertise: The Chamber provides members with access to Chamber resources, such as business directories, research reports, and expert advice.

3.2. Modifications: The Chamber reserves the right to modify, add, or withdraw any benefit or service at any time, without notice to members.

### **Fees and Dues**

4.1. Dues Structure: The Chamber establishes a dues structure for each membership category, based on the benefits and services provided to members.

4.2 Contributions or gifts to the Greater Eureka Chamber of Commerce are not tax deductible as charitable contributions.

4.3 Membership dues, once received by the Greater Eureka Chamber of Commerce, are non-refundable.

### **Termination of Membership**

5.1. Termination for Cause: The Chamber may terminate a membership for cause, including but not limited to:

5.1.1. Violation of the Code of Conduct: Any member who violates the Chamber's code of conduct may have their membership terminated.

5.1.2. Non-Payment of Fees or Dues: Members who fail to pay their dues or fees in a timely manner may have their membership terminated.

5.1.3. Other Conduct: The Chamber may terminate a membership for any other conduct deemed detrimental to the Chamber or its members.

5.2. Notice of Termination: If the Chamber decides to terminate a membership, it will provide the member with written notice of the termination and the reason for the termination.

5.3. Effect of Termination: Termination of membership will result in the loss of all membership benefits and services, including access to Chamber events, resources, and expertise.

### **Organizational Management**

6.1. The Chamber is a private, 501c6 nonprofit organization. It is overseen by a Board of Directors comprised of Chamber members, elected by Chamber members.

6.2. The Board of Directors has sole responsibility for hiring and overseeing the President and CEO, who in turn has sole responsibility for hiring and overseeing other Chamber employees.

### **Intellectual Property**

6.1. Ownership: The Chamber retains all rights to its name, logo, and other intellectual property, including research, program models, program content, and other assets developed by Chamber employees, Board and committee members on behalf of the Chamber. Members may not use the Chamber's name, logo and other intellectual property in any way without the Chamber's prior written consent.

6.2. Use of Member Name: The Chamber may use a member's name and logo in Chamber marketing and promotional materials, on the Chamber website and in the annual membership directory.

6.3 Member Confidential Information: The Chamber will not sell or distribute confidential member information, personal email addresses, phone numbers or financial data.

### **Limitation of Liability**

7.1. Exclusion of Liability: The Chamber shall not be liable to any member or third party for any damages, including but not limited to direct, indirect, incidental, special, or consequential damages, arising from the member's use of the Chamber's benefits and services.

7.2. Indemnification: Members agree to indemnify and hold harmless the Chamber, its officers, directors, employees, agents, and affiliates from any claim, demand, or damage arising from the member's use of the Chamber's benefits and services.

### **Governing Law**

8.1. Applicable Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of law.

8.2. Jurisdiction: Members agree that any action arising from or related to these Terms and Conditions or the member's use of the Chamber's benefits and services shall be brought in the state or federal courts located in Humboldt County, California.

### **Modification of Terms and Conditions**

9.1. Modifications: The Chamber reserves the right to modify these Terms and Conditions at any time, without notice to members.

9.2. Notification: Members will be notified of any modifications in writing or by email.

### **Entire Agreement**

10.1. Entire Agreement: These Terms and Conditions constitute the entire agreement between the member and the Chamber and supersede all prior or contemporaneous agreements or understandings, whether written or oral, relating to the subject matter of these Terms and Conditions.

10.2. No Waiver: The failure of the Chamber to enforce any provision of these Terms and Conditions shall not be construed as a waiver of any such provision or the right to enforce such provision.

By joining, continuing or renewing membership with the Greater Eureka Chamber of Commerce, members acknowledge that they have read, understood, and agree to these Terms and Conditions.