



# **New Chapter Application**

**2017-2018**

National Association of Minority Contractors  
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<b>Section 1.</b>	<b>Application Checklist.....</b>	<b>2</b>
<b>Section 2.</b>	<b>New Chapter Application Process: How to Apply.....</b>	<b>3</b>
<b>Section 2.01</b>	<b>Step-by-Step Overview of the Application Process .....</b>	<b>3</b>
<b>Establishing a NAMC Local Chapter .....</b>		<b>3</b>
<b>NAMC New Chapter Application Packet: Confirmation of Receipt and Approval Notification .....</b>		<b>3</b>
<b>Chapter in Formation Status: Next Steps.....</b>		<b>3</b>
<b>Other Requirements: Committee Information .....</b>		<b>4</b>
<b>Section 3.</b>	<b>NAMC Chapter Application Form .....</b>	<b>5</b>
<b>Section 4.</b>	<b>NAMC Chapter in Formation Agreement .....</b>	<b>6</b>
<b>Section 5.</b>	<b>Chapter Affiliation Agreement.....</b>	<b>7</b>
<b>Appendix.....</b>		<b>15</b>
<b>Chapter Membership Roster Form.....</b>		<b>16</b>

## Section 1. Application Checklist

To become a local NAMC Chapter, a group of ten (10) or more minority or small business contractors must first be granted Chapter in Formation status. The following documentation must be provided to NAMC National office in Washington, DC. See Section 2 for more detailed information.

- 1. A letter of interest expressing desire to form a chapter
  - a. Letter addressed to the NAMC National President, Executive Vice President, and Secretary
- 2. Meeting with NAMC representatives
- 3. A signed, completed Chapter Application with all requested documentation

Due **within 10 business days** of being granted [Chapter in Formation](#) status, a chapter must provide a signed Chapter in Formation Agreement and remit the Chapter Fee to the National office as discussed in Section 2.

- 4. Signed Chapter Formation Agreement
- 5. Remit the Chapter Fee by check, money order, or credit card
- 6. Corporate Support Letter. Letter identifying [a.\) one corporate partner](#) who has committed to supporting the chapter at the [local level](#) and [b.\) one corporate partner](#) who has committed to supporting NAMC at the [national level](#). Contact information should include:

Company Name  
Company Address  
Company Phone Number  
Primary Contact's Name  
Title  
Address  
Phone Number(s)  
Email Address

A chapter must provide the following additional documentation **within 60 calendar days** from the effective date of being granted Chapter in Formation status.

- 7. A signed Chapter Affiliation Agreement
- 8. A copy of the Chapter Articles of Incorporation
- 9. A copy of the Chapter Bylaws
- 10. A profile of each founding member
  - a. Current résumé or bio

- 11. Proof of 501(c)(3) or 501(c)(6) status
  - a. Copy of filing or letter of determination from the Internal Revenue Service
- 12. Primary and secondary contact information, if contacts are different from founding members
- 13. A Chapter Member List
  - a. Form provided (see Appendix)

**Failure to provide the requested documentation within the given timeframes can result in an unfavorable decision or withdrawal of Chapter in Formation status.**

## Section 2. New Chapter Application Process: How to Apply

### Section 2.01 Step-by-Step Overview of the Application Process

Each organization submitting an application to become a designated NAMC local Chapter must meet certain criteria as outlined in “New Chapter Formation Guidelines” and provide all requested information and materials to the NAMC National office. A group comprised of no less than ten (10) minority or small business construction contractors wishing to become affiliated with the National Association of Minority Contractors will follow the steps outlined below.

#### Step 1 Establishing a NAMC Local Chapter

Forward a **letter of interest** to NAMC’s president, executive vice president, and secretary expressing desire to form a local chapter.

NAMC National will coordinate a meeting between the prospective chapter members and NAMC representatives to evaluate the group’s objectives and suitability.

Complete a **Chapter Application** and **attach copies of all requested information**. All documentation must be provided to the NAMC National office in Washington, DC before further consideration will be given to your request. NAMC’s mailing address is The National Association of Minority Contractors, 910 17<sup>th</sup> Street NW, Suite 413, Washington, DC 20006.

#### Step 2 NAMC New Chapter Application Packet: Confirmation of Receipt and Approval Notification

Once received, the NAMC National office will send you a letter and/or email confirming receipt of your application and review documentation for completeness. If the packet is found to be incomplete, you will be notified via letter or email of the missing or incomplete items and given time to make corrections.

After the national office’s initial review, your packet will be sent to 1.) the NAMC National Membership Committee, 2.) the NAMC National Executive Committee, and finally, 3.) the NAMC National General Board for review and approval, in that order.

When a determination has been made, you will be notified via letter and/or email regarding approval. Approved applicants will be granted “Chapter in Formation” status.

#### Step 3 Chapter in Formation Status: Next Steps

Once granted Chapter in Formation status, **within 10 business days**, the Chapter is required to provide the National office with a signed **Chapter Formation Agreement** and remit the **Chapter fee**. The Chapter fee is currently established as \$4,000 annually and shall be prorated as follows for new chapters. Payment can be made by check, money order, or credit card.

<u>Month</u>	<u>Amount Due</u>	<u>Month</u>	<u>Amount Due</u>
January – March	\$4,000	July – September	\$2,000
April – June	\$3,000	October – December	\$1,000

The following documentation must be submitted **within 60 calendar days** of being granted Chapter in Formation status. If this documentation has previously been submitted, it need not be submitted again.

- \_\_\_\_\_ A. Chapter Affiliation Agreement (signed)
- \_\_\_\_\_ B. Chapter Articles of Incorporation
- \_\_\_\_\_ C. Chapter Bylaws
- \_\_\_\_\_ D. Profile of each founding member (Current résumé or bio)
- \_\_\_\_\_ E. Copy of 501(c)(3) or 501(c)(6) filing or a letter of determination from the IRS
- \_\_\_\_\_ F. Primary and secondary contact information, if contacts are different from founding members
- \_\_\_\_\_ G. Chapter Membership List (Form provided; see Appendix)

<b>Step 4</b>	<b>Other Requirements: Committee Information</b>
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Provide the following:

- \_\_\_\_\_ A. A List of Chapter Committees
- \_\_\_\_\_ B. Contact information for each committee chairperson and co-chairperson
- \_\_\_\_\_ C. An objectives statement for each committee
- \_\_\_\_\_ D. A copy of the current meeting schedule and planned projects

Committee documentation is due within the same **60 day** period mentioned in Step 3. See the NAMC National Committee Directory in the Appendix for examples of committees.

**Failure to provide the requested documentation within the given timeframes can result in an unfavorable decision or withdrawal of Chapter in Formation status.**

### Section 3. NAMC Chapter Application Form

<b>A. APPLICANT</b>			
FULL NAME: _____			
PRINCIPAL OFFICER: _____			
CITY: _____		STATE: _____	ZIP: _____
PHONE: _____	CELL: _____	FAX: _____	
EMAIL: _____			
<b>B. CHAPTER OFFICERS</b>			
NAME	TITLE	PHONE	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
<b>C. ORGANIZATIONAL CONTACT PERSON</b>			
NAME	TITLE	PHONE	
_____	_____	_____	
<b>D. GEOGRAPHICAL LOCATION</b>			
Attach a map of the area to be serviced by your NAMC Chapter.			
<b>E. MEMBERSHIP YEAR</b>			
Begins	_____	Ends	_____
	<i>Month, Day, Year</i>		<i>Month, Year</i>
<b>F. MEMBERSHIP FEE STRUCTURE</b>			
Local Chapter Membership Fee	\$ _____	National Membership Fee	\$ _____
<b>G. MEMBERSHIP LIST</b>			
Attach a listing of all current and/or potential members to include name, address, and contact numbers. A fillable form can be found in the Appendix.			
<b>H. NONPROFIT FILING STATUS</b>			
Attach a copy of your 501(c)(3) or 501 (c)(6) filing.			

In acceptance of making application to become a NAMC local chapter, we hereby agree to abide by the NAMC National Bylaws and policies as set by the NAMC National Board of Directors and NAMC Chapter Agreement Guidelines.

<b>Printed Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## Section 4. NAMC Chapter in Formation Agreement

This agreement, made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the National Association of Minority Contractors (“NAMC”), a nonprofit corporation of the State of California, duly formed and organized to engage in business education, training, and providing other construction-related assistance to small and minority businesses throughout the country, having its principal office in Washington, DC and the \_\_\_\_\_ in the State of \_\_\_\_\_ (hereon called the “location association”) duly formed and organized to engage in business education, training providing other construction-related assistance to small and minority contractors, have their principal office in \_\_\_\_\_.

The said parties hereinafter WITNESSETH that:

Whereas, the local association agrees to abide by the intent of NAMC Bylaws and actively participate in the perpetuation of viable minority contractors.

### NAMC

The NAMC logo is to appear on local association publications and stationary.

### ACTIVITY

The local association is to constantly strive to create a positive and progressive program consistent with the mutual goals and objectives of the National Association.

### MEMBERSHIP

The local association is to be the representative of NAMC and remit the annual membership fees, applications, and all requested supporting documentation. Understanding the definitive business environment nationally, NAMC National will regulate the local association and fee structure in keeping with the local’s ability to develop and promote leadership.

### BOARD REPRESENTATION

The local association is asked to submit to the National Legal, Bylaws, and Nominations Committee a person they feel will represent their total geographical service area.

### INTERPRETATION OF THIS AGREEMENT

All questions as to the execution, validity, interpretation, and performance of this agreement shall be governed by the laws of the state of the local association.

IN WITNESS THEREOF, the parties to these presents have hereunto set their hand and seals to this agreement.

#### LOCAL ASSOCIATION

#### NAMC NATIONAL

\_\_\_\_\_  
President’s Printed Name/Signature

\_\_\_\_\_  
President’s Printed Name/Signature

\_\_\_\_\_  
Secretary’s Printed Name/Signature

\_\_\_\_\_  
Secretary’s Printed Name/Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Section 5. Chapter Affiliation Agreement

THIS AFFILIATION AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the National Association of Minority Contractors, Inc. ("NAMC"), a 501(c)(3) nonprofit corporation, with its principal place of business at 910 17<sup>th</sup> Street NW, Suite 413, Washington, DC 20006, and the \_\_\_\_\_ Chapter of the National Association of Minority Contractors, Inc., with its principal place of business at \_\_\_\_\_.

WHEREAS: NAMC's commitment is to build local construction workforce economies by developing new chapters and strengthening existing ones.

WHEREAS: NAMC seeks to create opportunities which maximize profitability and positive cash flow from construction projects for its membership.

WHEREAS: NAMC seeks to establish clear criteria, requirements and standards for participation as a NAMC chapter and member and to set standards of excellence and protect the chapters and the work accomplished, as well as protect the NAMC brand.

WHEREAS: NAMC seeks to create an infrastructure that is beneficial to the chapters and their members and provide clarity of governance.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

### **I. BOARD REPRESENTATION AND LEADERSHIP**

- A. All chapters shall be governed by a Board of Directors. At least seventy (70) percent of the Chapter's Board of Directors and Officers shall have relevant construction industry experience as defined by NAMC'S bylaws. Specifically, each Chapter President shall have relevant construction industry experience as defined by NAMC's bylaws.
- B. Each Board of Directors must have a Chairperson or President, Vice President, Secretary or Treasurer. Each Officer shall be elected annually by the Board of Directors subsequent to the election of the Board of Directors for that year. Each Officer shall serve a period of two years to promote continuity.
- C. Board Members shall be elected annually by the General Membership of the Chapter. Each Board Member shall serve staggered terms to maintain consistency and continuity of succession.



- D. Each newly elected Board Member and Officer shall attend a Board Orientation and Leadership Training within thirty (30) days of the election. All Board Members and Officers shall sign a Code of Conduct Pledge established by the Board of Directors upon election.
- E. Board Members and Officers shall not receive compensation for their services except for approved travel or organization expense reimbursement. Each Chapter shall develop a policy for reimbursements.
- F. In order to qualify to serve as an Officer of the Chapter, each person shall
  - i. Be a person in good financial standing with the Chapter.
  - ii. Be a person who has served at least two (2) consecutive years on the board within the past two (2) years.
  - iii. Be a person with previous leadership experience in a chapter, committee or other organization.
  - iv. Present two (2) letters of recommendation of character and business acumen.
- G. Each Chairperson or President, Vice Present or Executive Director shall attend the Mid- Winter Meeting and Annual Conference.
- H. In order to qualify to serve as a Board Member each person shall:
  - i. Be a person in good financial standing with the Chapter.
  - ii. Be a member for at least two (2) consecutive years within the past year.
  - iii. Must have at least (1) letter of recommendation of character and business acumen.

## **II. NOMINATIONS AND ELECTIONS**

- A. Each Chapter's bylaws shall set forth the rules governing the elections of Board Members and Officers.
- B. Each Chapter shall have a Nominations Committee and a designated time for elections.
- C. Each Chapter's Nominations Committee shall provide written procedures for the nominations and elections process to the members at least 30 days prior to elections. All interested candidates shall provide a written Statement of Interest. Each candidate shall have the opportunity to present themselves to the membership.
- D. Election results shall be reported to the National Office within two (2) weeks including contact and member profile information.

**III. BY-LAWS**

- A. All By-laws shall be submitted and approved by NAMC National within 30 days of executing this agreement.
  
- B. By-laws should generally align with the National by-laws in regard to the following
  - i. Board Composition and Officers
  - ii. By-law Changes
  - iii. Nominations and Elections Process
  - iv. Meetings and Committees

**IV. GOOD STANDING STATUS AND CODES OF CONDUCT**

- A. All Chapters shall maintain good standing with NAMC. Good standing is defined as:
  - i. Financially current with payment of annual dues.
  - ii. Quarterly reporting requirements have been met including updated chapter roster, officers, member profile information and chapter report submitted to the National Office.
  - iii. Annual legal filings and financial statements current.
  - iv. Adherence to the National By-Laws.
  
- B. Chapter warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, Chapter warrants that it shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate or tax status.
  
- C. Tax Exempt Activity Limitations. NAMC is prohibited from engaging in certain activities that are specified in the applicable tax laws. For example, and not by way of limitation, NAMC as a tax exempt organization is prohibited from participating in or intervening in any political campaign on behalf of or in opposition to a candidate for public office. The Chapter shall not engage in activities that are not tax exempt under IRS 501(c)(3) and shall seek guidance from NAMC in connection with Chapter activities and the applicability of IRS 501(c)(3) (if applicable).
  
- D. Recordkeeping, Reporting and Inspection. The Chapter shall establish and maintain a bank account or accounts and financial records of all income and expenses. Chapter shall maintain all records related to its corporate and tax-exempt status and shall forward to NAMC copies of its Articles of Incorporation, Bylaws and tax exemption determination letter from the Internal Revenue Service (if applicable), as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency). Chapter shall maintain reasonable records related to all of its programs, activities and operations. Chapter shall submit regular

written reports, no less than once per year, to NAMC summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the written request of NAMC and at NAMC's expense, Chapter shall permit NAMC or NAMC's designated agent to review appropriate records of Chapter pertaining to its programs, activities and operations.

- i. **Programs and Activities.** Chapter shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of NAMC, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall endeavor to use, to the extent possible, materials available through NAMC in support of such programs and activities. Chapter shall send to NAMC on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct. NAMC may, at its sole discretion, send representatives to observe such programs and activities.
- ii. **Government Affairs Efforts.** Chapter shall endeavor to conduct government affairs efforts within the Territory consistent with the purposes and objectives of NAMC. In performing this function, Chapter shall work with NAMC in order to ensure national consistency in these efforts.

## **V. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

- A. **Limited License.** In accordance with NAMC's non-exclusive grant to the Chapter to be a chapter of NAMC in the Territory, Chapter is hereby granted a limited, revocable, nonexclusive license to use (i) the name "National Association of Minority Contractors," "NAMC," logo of NAMC, and other NAMC trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"); (ii) all copyrighted or proprietary information and materials provided by NAMC to Chapter during the Term of this Agreement (hereinafter referred to as the "Proprietary Information")(the Marks, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with Chapter's name, acronym and logo and for other official Chapter related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by NAMC.
- B. The Intellectual Property is and shall remain at all times the sole and exclusive property of NAMC. The Intellectual Property may be used by Chapter of NAMC if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by NAMC. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by NAMC. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by NAMC in its sole discretion.

- C. NAMC's logo may not be revised or altered in any way, and must be displayed in the same form as produced by NAMC. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of NAMC.
- D. The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit any third party to use the Intellectual Property without NAMC's express prior written approval. Chapter shall not sell or trade the Intellectual Property without NAMC's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of NAMC, discredits NAMC or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between NAMC and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from NAMC.
- E. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

## **VI. INDEMNIFICATION**

- A. Chapter shall indemnify, save and hold harmless NAMC, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by Chapter or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Chapter in this Agreement. This indemnity shall require Chapter to provide payment to NAMC of costs and expenses as they occur. Chapter shall

promptly notify NAMC upon receipt of any Claim and shall grant to NAMC the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

## **VIII. REVOCATION OR SURRENDER OF CHARTER**

- A. Revocation of Charter. The charter granted by NAMC to the Chapter hereunder shall remain in full force and effect unless and until revoked by NAMC or surrendered by Chapter in accordance with the provisions of this Agreement. NAMC, through its Board of Directors, shall have the authority to revoke the charter of Chapter if the Board of Directors determines that the conduct of Chapter is in breach of any provision of this Agreement. Failure to meet stated Chapter Charter requirements, to follow administrative procedures, or to maintain a level of activity and leadership consistent with the objectives of NAMC regional chapters are grounds for termination by the NAMC Board of Directors. Any decision by NAMC to revoke Chapter's charter shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; however, NAMC shall provide Chapter with a minimum of thirty (30) days from the date of such notice to respond. Cure for all outstanding problems must be initiated with the Chapter's response to the notification and be totally corrected within ninety (90) days from notification. In the event that NAMC determines, in its sole discretion, that Chapter has not corrected the condition leading to NAMC's decision to revoke Chapter's charter, NAMC shall so notify Chapter in writing. NAMC's decision shall become final unless, within thirty (30) days of its receipt of written notice from NAMC, Chapter delivers to NAMC a written notice to appeal such determination. Upon the filing of such an appeal notice, Chapter shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of NAMC pursuant to the applicable rules or procedures prescribed by NAMC's Board of Directors. The decision of NAMC's Board of Directors upon such appeal shall be final and not subject to further appeal.
- B. Surrender of Charter. Chapter may surrender its charter by delivering to NAMC written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.

## **IX. MISCELLANEOUS**

- A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

- C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the District of Columbia. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.
- E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the District of Columbia. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the District of Columbia. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the District of Columbia.
- F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
- H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
- I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

- L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by fax, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or fax numbers:

**If to NAMC:**

National Association of Minority Contractors, 910 17<sup>th</sup> Street, NW, Suite 413, Washington, DC 20006

Attn: Wendell Stemley, NAMC National President

Lisa Colon Heron, Esq., General Counsel

Fax: 202.296.1644

Email: president@namcnational.org, lcheron@smithcurrie.com, and dlittlejohn@namcnational.org

**If to Chapter:** \_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

NATIONAL ASSOCIATION OF MINORITY CONTRACTORS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Chapter of National Association of Minority Contractors, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Appendix



## Chapter Membership Roster Form

Chapter Name: \_\_\_\_\_

Date: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

First Name	Last Name	Title	Company Name	Address	City, State, Zip	Phone	Email
<b>PRESIDENT</b>							
<b>BOARD MEMBERS</b>							
<b>STAFF</b>							
<b>ADMINISTRATIVE</b>							
<b>MAJOR CORPORATE PARTNERS</b>							

