

California Staffing Agency Reform Association (Cal-SARA)

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") is entered into between Cal-SARA, a California nonprofit mutual benefit corporation and _____ ("Member").

Cal-SARA and Member (jointly "Parties" and singly "Party") agree as follows:

1. MEMBERSHIP

1.1 Membership. Member supports the mission of Cal-SARA and agrees to be a Member, provided this Agreement is accepted by Cal-SARA. "Member" shall be as defined in the Cal-SARA Bylaws ("Bylaws").

1.2 Qualifications. Member represents that it satisfies the qualifications for becoming a Member that are set forth in the Bylaws or otherwise established by the Cal-SARA Board of Directors ("Board").

1.3 Member Rights. If accepted as a Member, Member shall be entitled to voting rights and other benefits provided by this Agreement and the Bylaws, and to such additional benefits as may be approved by the Board.

1.4 Designation of Representative. Member shall designate in writing one representative authorized to vote and otherwise act on behalf of Member. Member may change its representative by written notice to Cal-SARA. Member may designate in writing a substitute representative to exercise its voting rights at a membership meeting. Such representative and substitute representative must be an employee of Member.

1.5 Publicity. Member may publicly disclose that it is a Member of Cal-SARA. However, Member may not identify any product or service as being related to, sponsored by or associated with Cal-SARA, unless pursuant to a separate written agreement with Cal-SARA.

1.6 Use of Member's Name and Logos. Member hereby grants Cal-SARA permission to use Member's logos and trademarks on this Cal-SARA website and in electronic and paper communications, so long as Member remains a member of Cal-SARA.

2. OBLIGATIONS OF MEMBER

2.1 Compliance. Member shall abide by this Agreement and by policies duly adopted by the Board. Member shall give Cal-SARA written notice of changes which effect Member's qualifications for membership.

2.2 Bylaws. Member has reviewed and agrees to abide by the Bylaws.

2.3 Dues and Other Fees. Member shall timely pay dues, fees and other assessments, as established from time to time by the Board. The Board may establish additional fees or charges for participation in trade shows or other benefits of membership. The Board may suspend Member's voting rights if dues or other assessments are not paid when due.

2.4 Expenses. Member shall bear its own costs and expenses for its participation in Cal-SARA, such as travel, employee compensation, and incidental expenses.

2.5 Antitrust Policy. In connection with its participation in Cal-SARA, Member agrees to comply with the antitrust laws and with the antitrust compliance policies adopted by the Board.

2.6. Code of Conduct. In connection with its participation in Cal-SARA, Member agrees to comply with Cal-SARA's Code of Conduct as a condition of membership. Member understands that failure to abide by the Code of Conduct may result in immediate termination of membership, according to the due process specified in Bylaws.

3. DISCLOSURE OF INFORMATION

3.1 Disclosure of Information. All information disclosed, distributed or otherwise made available by Member to Cal-SARA or other Cal-SARA members or participants in the course of any Cal-SARA activities or discussions shall be deemed to be nonconfidential. Provided however that the Board of Directors may designate confidential information relating to the operations or plans of Cal-SARA and inform Member thereof in writing, in which event Member agrees to maintain the confidentiality of the information.

4. TERM AND TERMINATION

4.1 Term. Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually upon Member's payment of dues.

4.2 Termination. Member may terminate this Agreement and withdraw from membership at any time upon thirty (30) days prior written notice sent to Cal-SARA's Executive Director. A Member can be removed as a Member pursuant to provisions of the Bylaws. Cal-SARA may terminate this Agreement and Member's membership if Member ceases to qualify for membership or if Member fails to pay dues or otherwise breaches this Agreement. If this Agreement is terminated, Member shall not be entitled to any refund of dues.

5. NO WARRANTY/LIMITATION OF LIABILITY

5.1 No Warranty. ALL INFORMATION PROVIDED HEREUNDER TO Cal-SARA BY MEMBER AND TO MEMBER BY Cal-SARA IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE STATED IN WRITING.

5.2 Damage Limitation. IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. OTHER PROVISIONS

6.1 No Transfer. Member may not transfer, assign or sublicense any of its rights under this Agreement without the prior written consent of Cal-SARA.

6.2 Freedom of Action. Member's membership and this Agreement shall not be interpreted to prevent any Member from engaging in any activities or business ventures, independently or with others, whether or not competitive with the activities of any other Member.

6.3 No Joint Venture. Nothing contained in this Agreement and no action taken by Member shall be deemed to render Member an employee, agent or representative of Cal-SARA or any other Member, or shall be deemed to create a partnership, joint venture or agency among or between any of the Members or with Cal-SARA.

6.4 Compliance with Laws. Member agrees to comply with all applicable Federal, State and local laws, regulations and ordinances which may pertain to Member's participation in Cal-SARA.

6.5 Governing Law. This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of California.

6.6 Amendments. This Agreement may be amended by the affirmative vote of at least two thirds of the Board of Directors, provided, however, that an amendment which materially and adversely affects the rights or obligations of Members shall also require approval of a majority of a quorum of the membership. Member shall be given at least ninety (90) days prior written notice of the effective date of an amendment, and amendments shall be prospective only. A Member shall be bound by a duly adopted amendment unless it elects to terminate this Agreement and its membership in Cal-SARA.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6.8 Integration. This Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to Member's membership.

7. EFFECTIVE DATE

7.1 This Agreement shall be effective when it is accepted by Cal-SARA and when Member makes the payment of dues required by Cal-SARA.

MEMBER:

By: _____

Printed Name: _____

Title: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

ACCEPTED AND AGREED:

Cal-SARA

By: _____

Printed Name: _____

Title: _____

Dated: _____