



THE
AMERICAN
CHESTNUT
FOUNDATION®

*The Mission of The American Chestnut Foundation is to return the iconic
American chestnut to its native range*

UNINCORPORATED CHAPTER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between The American Chestnut Foundation (“TACF”), a non-profit corporation organized and existing under the laws of the Commonwealth of Virginia and _____, (the “Chapter”), an unincorporated Chapter of TACF, that agree to work together as follows:

1. GRANT OF CHAPTER STATUS

1.1 Charter. TACF hereby grants to the Chapter, and the Chapter accepts by action of its governing body, a charter to be an unincorporated Chapter of TACF. The Chapter shall only use the designation “_____ Chapter of TACF” or “_____ Chapter of The American Chestnut Foundation” with authority to use such designation in connection with the activities of the Chapter in conformance with TACF’s Articles of Incorporation, Bylaws, Standing Rules and policies.

1.2 Charter Grant Not Exclusive. Chapter is not entitled to any geographic or other exclusive right to solicit or serve members as a chapter of TACF. TACF may, at its sole discretion, conduct its own activities within any geographic territory or region served by Chapter during the term of this Agreement. Chapter intends to focus its activities in the state(s) of _____.

1.3 Criteria to Maintain Chapter Status. To maintain chapter status, the Chapter must meet the criteria, and maintain compliance with such criteria on an ongoing basis as described in the Standing Rules.

2. OBLIGATIONS OF TACF

TACF’s obligations under this Agreement shall include the following:
TACF shall:

- a) Permit the Chapter to utilize the TACF name and logo in the name of the Chapter, provided that the Chapter adds words distinguishing the Chapter from TACF as required by Section 1.1, and adds words distinguishing the Chapter from any existing Chapters of TACF.
- b) Identify a TACF Regional Science Coordinator (RSC) to assist the Chapter with breeding, educational and outreach opportunities and staff support.
- c) Provide a forum (TACF Chapters Committee) for Chapter leaders to share and discuss chapter-related business and to learn about TACF staff-driven programs and other activities to benefit the work of the Chapters.
- d) Develop an individual webpage for Chapters as part of the overall TACF website. Provide access to national calendars and social media to promote activities and membership for the chapter.
- e) Provide staff assisted financial and banking services as outlined in Standing Rules.
- f) Upon receipt of at least \$40 from a member selecting membership in the Chapter, TACF will enroll them as a member of both TACF and the State Chapter. Each month, the Chapter will receive an allocation of \$15.00 from the enrollment amount received by TACF from new and renewing members during that month. Chapters will be provided with monthly membership reports to assist with volunteer recruitment and other chapter activities.
- g) Provide primary general liability insurance to cover the Chapter Advisory Board and Chapter members and volunteers for authorized events and activities. Indemnify the Chapter in accordance with the resolutions and policies of the Board of Directors of TACF.

3. OBLIGATIONS OF THE CHAPTER

The Chapter's obligations under this Agreement shall include the following:

3.1 Chapter shall:

- a) Promote membership in TACF and promote member communication and Chapter activities related to these objectives.
- b) Promote the mission and vision of TACF by assisting TACF in restoration efforts of the American chestnut within their State and accomplish objectives in a manner consistent with TACF Bylaws, Standing Rules, policies and other guidelines.
- c) Using the current template(s) provided by TACF, submit an Annual Report to include educational and outreach activities and orchard and breeding information as requested.

- d) Engage in a breeding program in cooperation and consistent with TACF's science plan. Identify existing natural or wild American chestnuts and preserve varied sources of genetic materials.
- e) Follow requirements for chapter meetings, election of new officers and presidents as outlined in the TACF Unincorporated Chapter Standing Rules.
- f) Utilize Chapter-designated funds solely for charitable purposes aligned with the mission of TACF.
- g) Refrain from the use of the TACF name, logo or platform to pursue any objectives related to political or social advocacy, including partisan politics, support or opposition to government action or controversial legal, political, or social issues or causes.
- h) Shall not attempt to influence legislation at the federal, state, or local level without written, prior consent of TACF.

3.2 Chapter Operations and Earnings.

No part of the Chapters operations or earnings shall inure to the benefit of, or be distributed to its individual members, officers, or other private persons, except that the Chapter may pay reasonable compensation for services and make payments in support of TACF purposes.

4. NON-DISCLOSURE AND CONFIDENTIALITY.

The Chapter agrees that each TACF membership list may be used to promote Chapter programs and volunteer activities and that no TACF membership list may be shared, resold or used to promote a third party.

5. USE OF TACF TRADEMARK AND MATERIALS

5.1 Use of TACF Trademark and Materials. Except as specified in Section 1.1, the Chapter shall not use, or cause or permit to be used by any person, the logos, trademarks, or trade names of TACF without the written consent of TACF. This limited consent is granted with the separate signing by both parties within the TACF License Agreement and Addendum to the License Agreement. The Chapter shall not make or cause to be made any copies of TACF's publications and marketing and educational materials, or resell any of the same without TACF's prior consent.

5.2 Branding and Logos. Branding, including logos, mastheads, or other visual materials, should be consistent with TACF's publication standards.

6. TERMINATION OF PRIOR CHAPTER AGREEMENTS. This agreement supersedes and replaces any prior chapter agreements between the parties and terminates any such agreements on the effective

date of this Agreement.

7. RENEWAL. At the onset of the election of a new Chapter President, a newly signed Agreement will be required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date below.

FOR THE CHAPTER:

(Chapter Name)

(Signature)

(Name)

(Date)

FOR THE AMERICAN CHESTNUT FOUNDATION

(Signature)

(Name)

(Title)

(Date)