CHRISTIAN LEGAL SOCIETY
ATTORNEY CHAPTER AFFILIATION AGREEMENT

(Adopted Effective _____, 20__)

Applicant/Chapter: _____

Address: _____
           _____
           _____
           _____

In consideration of the right to use the Christian Legal Society's service marks and to be recognized as an attorney chapter of the Christian Legal Society ("CLS"), an Illinois not-for-profit corporation, 8001 Braddock Rd, Suite 302, Springfield, Virginia, 22151, the undersigned (the "Chapter") enters into this Attorney Chapter Affiliation Agreement (the "Agreement") with CLS and agrees as follows:

1. To accept and abide by the bylaws of CLS relating to CLS chapters as appended to this Agreement as Exhibit 1 and as amended from time to time.

2. To recognize the ownership by CLS of the trademarks and service marks CHRISTIAN LEGAL SOCIETY (Registration No. 1,467,749), CLS and the cross and scales-of-justice symbols/logos both old (Registration No. 1,390,629) and new, and the exclusive right of CLS to control the quality of services offered and material produced by the Chapter under these marks.

3. To provide CLS with copies of all printed or other materials carrying the CLS marks and to permit inspection of the Chapter's records and operations at any time.

4. To discontinue promptly use of the CLS marks and holding itself out as a CLS chapter upon demand by CLS, or upon termination of this Agreement.

5. To conduct the business and activities of the Chapter in conformance with the Chapter by-laws, and not to alter these bylaws (copy appended as Exhibit 2) without the prior written approval of CLS.

6. To only recognize as CLS members those who meet the requirements of Article III Section 1 the Chapter by-laws (copy appended as Exhibit 2).

7. To promote CLS membership and never charge or receive any form of membership dues or dues-like annual fees, except when participating in the CLS membership dues-sharing revenues provided to it by CLS as set forth in Exhibit 3 appended hereto or as modified from time to time by CLS.

8. To submit annually (and periodically as requested) a list of the names and addresses (including e-mail addresses) of Chapter directors and officers (a current list being attached), a copy of any Chapter mailing list (including e-mail addresses) that the Chapter may maintain separate from its subsidiary web site of the CLS web site, and a Chapter annual report (form appended as <u>Exhibit 4</u>), as a condition for the Chapter's participation in CLS membership dues-sharing revenues.

9. To submit to the general supervision and control of CLS including: (a) annually furnishing income and expense statements and a balance sheet to CLS (forms appended as <u>Exhibits 5 and 6</u>), and (b) keeping on file records of all contributions by donors (and receipts therefore) and expenditures by the Chapter, and permitting CLS to inspect such records at any time.

10. To have and maintain, as directed by CLS, only one web site that shall be a subsidiary web site of the CLS web site (www.clsnet.org).

11. To promote the vision, mission and objectives of CLS as adopted and amended from time to time by the CLS Board of Directors.

12. To promote attendance at the CLS national conference, regional and any local CLS conferences.

13. To promote continuing legal education courses sponsored or co-sponsored by CLS.

14. To accept as binding the response of the CLS Executive Director with regard to any inquiry into the meaning or interpretation of the Chapter's bylaws pursuant to Article XVI, Section 2 of such bylaws.

☐ If this box is checked, the Chapter intends to qualify for federal income tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Section 501(c)(3)"), through inclusion in CLS' group federal income tax exemption under Section 501(c)(3), and agrees that it will meet the following additional requirements:

(a) It has obtained or will obtain a federal employer identification number.

(b) It will submit a written request to be included in CLS' group federal income tax exemption, including therewith its federal employer identification number and its authorization to CLS to include the Chapter in its reports to the Internal Revenue Service, by completing and filing with CLS <u>Exhibit 7</u> appended hereto. This requirement shall not apply if a written request by the Chapter to be included in CLS' group federal income tax exemption has previously been accepted by CLS.

(c) It will meet the requirements of Section 501(c)(3).

(d) It will not be a private foundation or private school.

(e) It does not have and will not obtain a ruling or determination letter from the Internal Revenue Service.

(f) It will conduct the business and activities of the Chapter in conformance with Article XIV of the Chapter bylaws.

(g) It will furnish such financial, programmatic and other information as is specified in items 6 and 7 above or as may be requested by CLS from time to time.

The parties further agree as follows: This Agreement, together with the Exhibits referenced above, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and replaces and supersedes any and all prior written and oral affiliation agreements by and between the parties. This Agreement shall not be modified or amended in any respect except by a written instrument executed by both parties, provided, however, that either party may terminate this Agreement at any time by written notice to the other party. This Agreement shall continue in effect until terminated by either party or until the Chapter ceases to exist, whichever is earlier.

This Agreement is executed by the parties as of the dates set forth below.

Date: _____ "Chapter"

CHRISTIAN LEGAL SOCIETY OF _____

By: _____
Print Name:
Title:

By: _____
Print Name:
Title:

By: _____
Print Name:
Title:

CLS ACCEPTANCE

The foregoing Attorney Chapter Affiliation Agreement is hereby accepted and the Christian Legal Society of _____ is hereby recognized as continuing to be an affiliated chapter of the Christian Legal Society, subject to the terms and conditions set forth above.

Date: _____ CHRISTIAN LEGAL SOCIETY

ATTEST: By: _____
David Nammo, *CEO/Executive Director*

By: _____
Peter M. Smith, *Controller*