

## Affiliate Agreement 2018

This Agreement is made between the Association of Nutrition & Foodservice Professionals ("ANFP"), an Illinois non-profit corporation, and the Illinois Chapter of ANFP (the "Chapter") for mutual consideration, who agree to work together to provide educational programs, information, discussion forums, networking and other services to advance the careers of nutrition and foodservice professionals.

ANFP hereby grants to the Chapter, and the Chapter accepts, the use of the name Association of Nutrition & Foodservice Professionals, or the acronym ANFP, as a part of its own name, subject to the following terms and conditions, during the terms of this Agreement.

### ANFP shall:

- Grant to Chapter and the exclusive right to be affiliated with ANFP in the geographic area defined as: Illinois and to be known as the IL ANFP Chapter of ANFP. This right shall not extend to any area outside the designated state. The designated state may be modified at any time by ANFP with sixty (60) days notice to the Chapter as other Chapters achieve or relinquish affiliation with ANFP.
- Permit the Chapter to utilize the ANFP name in the name of the Chapter and permit additional uses of the ANFP name and Chapter logo consistent with the ANFP style guide;
- Host and edit the approved chapter website;
- Pay dues rebates to the Chapter in accordance with the ANFP dues rebate policy in the Volunteer Handbook;
- Dedicate ANFP staff to maintain and enhance the ANFP Chapter relationship and support the efforts of the Chapter to provide consistent, quality member experience at the local level through education and communication;
- Initiate annual group exemption status to maintain Chapter's corporate and federal tax filings; and
- Provide education, training, information, tools, and consultation that assist Chapter leaders in:
  - planning and delivering Chapter education and networking events,
  - communicating with Chapter members,
  - recruiting, advancing, and retaining Chapter members, and
  - managing the business of the Chapter.

### The Chapter shall:

- Meet and maintain current Chapter Minimum Standards as stated in Volunteer Handbook;
- Accept all ANFP members who choose to be affiliated with the Chapter state (as Chapter members without charging Chapter dues);
- Comply with ANFP and Chapter bylaws;
- Comply with copyright laws, including receiving written permission and providing the source of images and articles; chapters will cover any fines or legal pursuits shall the situation arise;
- Promote membership in ANFP and encourage the use of ANFP programs, products and services;
- Establish and practice sound fiscal policies and be self-sufficient;
- Only utilize the Chapter version of the approved ANFP name, logo, and website, and such use must be in accordance with the logo and brand style guidelines. Chapter version may not be altered. Chapter will use its approved name, logo, and website on all documents and communication.
- Use former Chapter name of Illinois DMA on all contracts and IRS documents since federal tax identification numbers (FEIN) remain the same. The IRS still sees ANFP and Chapters as d/b/a Dietary Managers Association because the articles of incorporation for the parent company did not change.
- Complete the required IRS tax filings (Forms 990N, 990EZ, or 990 as appropriate) annually to keep tax-exempt status using the proper protocol per the Volunteer Handbook. Forward electronic receipt to ANFP Headquarters.
- Follow the same fiscal year as ANFP headquarters (June 1 – May 31).
- Serve as host of a regional or annual meeting with signed agreement if booked in the same state; the host Chapter and Chapter of neighboring state(s) will not have its own meeting in that same season (within 60 days prior/post) as regional or annual meeting.

- Agree to be randomly selected for proof of audit/financial review by the National Audit & Finance Committee.
- Obtain the required state tax and charitable gaming permits/licenses for games of chance, including but not limited to (50/50) raffles, auctions, drawings, etc. (Regulations vary from state-to-state)
- The chapter shall be allowed to purchase and re-sell ANFP Branded or other merchandise items to local members provided that the chapter is able to demonstrate that it has abided by all state and local regulations/requirements pertaining to sales/use tax registration and filings. The chapter will be expected to seek approval from HQ prior to selling any merchandise/items from. Upon written approval, the chapter will be responsible for the proper collection and remittance of state/local sales tax when applicable and to provide proof of the required sales/use tax return filings to ANFP HQ following each filing.
- Each chapter will establish a Finance Committee consisting of, at a minimum, two board members and two non-board members.
- Utilize ANFP member contact information for promoting state or district association functions only.

#### Compliance with Laws and Insurance:

Chapter warrants that it will comply with all applicable laws, regulations and other requirements that may affect its performance of this Agreement. ANFP shall initiate corporate and federal tax filings on behalf of Chapter but Chapter shall complete the required IRS tax filings (Forms 990N, 990EZ, or 990 as appropriate) annually to keep tax-exempt status and shall furnish copies to ANFP within thirty (30) days of such filings.

ANFP shall cover every Chapter volunteer (as listed in the database) in a group bonding and general liability insurance policy. The annual amount will be deducted from the first chapter rebate of the volunteer year.

#### Liability and Representations:

ANFP and the Chapter expressly agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. Neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The Chapter is not liable or responsible for the debts or obligations of ANFP, and ANFP is not liable or responsible for the debts or obligations of the Chapter.

Chapter shall indemnify, defend and hold harmless ANFP, its officers, directors, employees and agents from any and all claims and causes of action, including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which ANFP, its officers, directors, employees and agents may incur arising out of the negligence, gross negligence or willful or wanton misconducts of Chapter, its officers, directors, employees and agents acting on behalf of Chapter. Chapter's obligations under this section shall survive the expiration or termination of this Agreement.

ANFP shall indemnify, defend and hold harmless Chapter, its officers, directors, employees and agents from any and all claims and causes of action, including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Chapter, its officers, directors, employees and agents may incur arising out of the negligence, gross negligence or willful or wanton misconducts of ANFP, its officers, directors, employees and agents acting on behalf of ANFP. ANFP's obligations under this section shall survive the expiration or termination of this Agreement.

Chapter officials may speak only on behalf of Chapter and recognize that they may not speak or act on behalf of ANFP.

Chapter shall not make any representations regarding policies or positions of ANFP except in strict conformity with written policy statements duly adopted and published by ANFP.

#### Termination of Agreement:

This Agreement and all of the rights and obligations created hereunder shall remain in full force and effect unless terminated by either party upon thirty (30) days written notice.

This Agreement shall terminate automatically if Chapter shall violate any of the terms of this Agreement.

The Board of Directors of ANFP shall have the authority by a two-thirds (2/3) affirmative vote to revoke this Agreement if Chapter is determined to be in violation of the ANFP bylaws and/or standards as outlined in this agreement. In such circumstances, Chapter shall have the right to be present and to participate in such Board meeting and shall have all of the rights and privileges as fairness and due process dictate.

Chapter may surrender its affiliation by delivering notice of its intention to do so at least thirty (30) days in advance of the effective date of such action. Chapter will have followed current established procedures for termination of Chapter prior to delivering such notice to ANFP Board of Directors.

Upon termination, Affiliate shall cease using the ANFP name, trademark, trade name and logo, and all other rights and privileges associated with being affiliated with ANFP and shall return any and all funds and property belonging to ANFP. Chapter's financial obligations to ANFP incurred before termination shall remain an obligation of Chapter until paid or otherwise resolved.

**Notice:**

Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notice shall be sent by Express Mail, Certified or Registered mail, return receipt requested, with all postage and charges prepaid.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their duly authorized officers, effective as of the day and year first written below.

CHAPTER ILANFP

ANFP HQ

By

By

Judy L. Rain

Title

Title

President

Date

Date

9-4-18

Address 1309 Sycamore St.

Quincy Il 62301