

CONTRACT FOR ASSOCIATION MANAGEMENT SERVICES

This Contract for Association Management Services is dated effective as of February 8, 2008, between ACC-Charlotte, an unincorporated Section 501 (c)(6) organization ("ACC-Charlotte") and [REDACTED] ("Contractor"), as independent contractor. For and in consideration of the parties' mutual covenants and the terms hereof, ACC-Charlotte and Contractor agree as follows:

1. INDEPENDENT CONTRACTOR

A. ACC-Charlotte hereby retains Contractor to provide, and Contractor hereby agrees to provide, Association Management Services ("Services") for ACC-Charlotte as needed during the term of this Contract. ACC-Charlotte and Contractor acknowledge and stipulate that Contractor is an independent contractor under this Contract and not an agent or employee of ACC-Charlotte. Contractor will determine the hours and method of providing the Services subject to the requirement that Contractor attend and/or be available for ACC-Charlotte meetings and events. Nothing in this Agreement shall prevent the Contractor with entering into agreements with others for the provision of other service. Contractor shall not be required to devote full time and attention to the performance of the Services. Contractor agrees that ACC-Charlotte will not be responsible for payment of any FICA or FUTA or other similar charges or withholdings on behalf of Contractor and that Contractor will report and pay all applicable taxes due on compensation paid pursuant to this Agreement.

B. This Contract is not assignable by either party hereto. Contractor may not subcontract out any portion of the Services, to be performed in accordance with this Contract without prior written approval of ACC-Charlotte. If ACC-Charlotte consents for Contractor to subcontract out any portion of the Services, Contractor will be responsible for all charges for services by any such subcontractors out of the Contractor's Fee, defined below, and provided further that Contractor shall remain responsible for all Services performed, and liable for any failure to perform or inadequate performance by any such subcontraction as if Contractor had performed the Service itself.

2. TERM. The term of this Contract begins February 1, 2008 and will continue on a month-to-month basis unless either party hereto terminates this Contract as provided in Section 9 below.

3. SERVICES. Contractor shall be primarily responsible for the day to day administration of ACC-Charlotte, including the following services:

i) Chapter Administration

- Prepare periodic reports, meeting minutes, correspondence, and other documentation
- Maintain membership files
- Coordinate membership drives and incentives
- Maintain and update the Chapter web page
- Assist in preparation of the monthly newsletter
- Establish and maintain official Chapter files

- ii) *Support Board of Directors and Committees*
 - o Schedule and attend meetings
 - o Maintain meeting minutes
 - o Assist Board and Committee Chairs in implementing actions

- iii) *Support Chapter meetings (monthly and annual)*
 - o Confirm speakers, travel arrangements, accommodations
 - o Publicize meetings, make facilities arrangements, coordinate members' attendance
 - o Process CLE credit forms with state bar associations including North Carolina and other state bars

- iv) *Support Marketing efforts*

- v) *Support Financial function*
 - o Collect payments
 - o Assist Treasurer in maintaining required financial records

- vi) *Perform other duties as assigned*

4. CONTRACTOR'S FEE. ACC-Charlotte will pay Contractor \$20,000.00 annually, payable in monthly installments of \$1,666.67, upon receipt by ACC-Charlotte's Treasurer of an invoice prepared by Contractor.

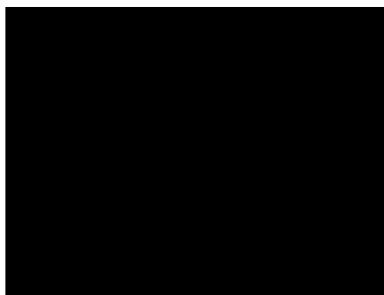
5. EXPENSES

- A. ACC-Charlotte will pay for Contractor's reasonable out-of-pocket expenses actually incurred in providing the Services, such as parking, photocopying, postage, mileage, and office supplies. Payment will be made on receipt of Contractor's request for reimbursement along with the copies of all receipts or purchase orders for such expenses. However, Contractor will not incur any expense in excess of \$200.00 without prior approval from ACC-Charlotte.

- B. Contractor may not bind ACC-Charlotte to any contractual liability or monetary obligation, including but not limited to catering contracts and banquet orders needed in connection with arranging facilities for ACC-Charlotte activities, without the prior written approval of the ACC-Charlotte President or Board of Directors.

6. FACILITIES, EQUIPMENT

- A. During the term of the Contract, the following address and telephone number will be used by Contractor for ACC-Charlotte purposes:



- B. ACC-Charlotte will furnish Contractor with a laptop computer, printer, and cell phone/Blackberry and necessary software programs used or approved by ACC-Charlotte, for Contractor's use in providing Services to ACC-Charlotte. All equipment, materials, supplies, and software programs made available or paid for by ACC-Charlotte, and all data contained in such software programs and all other books and records generated by Contractor in providing Services under this Contract, will remain the property of ACC-Charlotte and will be used only for ACC-Charlotte purposes. Any ACC-Charlotte literature, membership applications, marketing brochures for ACC-Charlotte conferences and seminars, catalogs, folders and stationery provided to Contractor by ACC-Charlotte will also remain the property of ACC-Charlotte.
7. PAYMENTS. ACC-Charlotte will pay monthly Contractor's fee and any request for reimbursement of authorized expenses within thirty (30) days after receipt of Contractor's invoice provided that such invoice is in compliance with the terms of this Contract.
8. DEFAULT
- A. ACC-Charlotte will be in default under this Contract if it fails to substantially perform any of its obligations under this Contract and such failure is not corrected within thirty (30) days after written notice of such failure is given by Contractor to ACC-Charlotte.
- B. Contractor will be in default under this Contract if Contractor fails to substantially perform any of its other obligations under this Contract and such failure is not corrected within thirty (30) days after written notice of such failure is given to Contractor by ACC-Charlotte.
9. TERMINATION. This Contract may be terminated by either party at any time for any reason (or no reason) upon thirty (30) days' prior written notice to the other party. This Contract may be terminated by either party at any time upon two (2) days' prior written notice to the other party in the event of such other party's default under this Contract, as defined under Section 8 above (but termination of this Contract by reason of a default is cumulative with, and will not exhaust, any other rights or remedies the aggrieved party may have at law or in equity). In the event of any termination of this Contract, Contractor and ACC-Charlotte will fully cooperate with each other in good faith in the orderly transfer of all of ACC-Charlotte's property provided to Contractor by ACC-Charlotte, and all materials or supplies in Contractor's possession and paid for by ACC-Charlotte.
10. INDEMNIFICATION. Each party (the "Indemnifying Party") agrees to indemnify, hold harmless, release and defend the other party hereto, and their respective directors, officers, agents or representatives, as applicable (the "Indemnified Party") against any and all liability, loss, suits, claims, damages, costs, judgments, and expenses (including attorney's fees and costs of litigation) which the Indemnified Party may incur, arising out of, or are claimed to result from or to arise out of the Indemnifying Party's (a) failure to comply with any applicable law, ordinance or regulation; (b) performance or lack of performance of this Agreement; or (c) negligent or intentional misconduct.

11. CONFIDENTIALITY. Contractor agrees not to disclose, directly or indirectly, at any time, either during or subsequent to the termination of this Contract, to anyone not an officer or a member of the Board of Directors of ACC-Charlotte, and not to use at any time either during or subsequent to the termination of this Contract, any secret or confidential information of ACC-Charlotte or any parties dealing with ACC-Charlotte (whether or not developed by Contractor), unless Contractor shall first secure the consent of an officer or a member of the Board of Directors of ACC-Charlotte in writing or unless Contractor shall involuntarily be required to do so by a court having competent jurisdiction.
12. INTELLECTUAL PROPERTY. Contractor agrees that any rights to any designs, ideas, or other intellectual property conceived or developed in the whole or in part by Contractor in the course of the provisions of the Services (the "Intellectual Property") shall be the property of ACC-Charlotte and Contractor hereby assigns to the Company all of Contractor's right, title and interest in such Intellectual Property and agrees to execute and deliver such further documents and instruments as may be necessary to effect such assignment.
13. MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties and may not be altered or amended except in a writing executed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

EXECUTED in multiple counterpart originals as of the date first set forth above.

