



## **AIAM Membership Agreement**

**“AIAM is a non-profit, member driven industry organization. It's a platform for aerospace leaders in the state to work together on a set of priorities to support the continued growth in the industry through talent attraction and new investment in Michigan.”**



### **Aerospace Industry Association of Michigan**

P.O. Box 81226, Rochester, MI 48308

Phone: (248) 321-4622

Email: [tonyv@iamnow.com](mailto:tonyv@iamnow.com)

Web: <http://iamnow.com/>

## **MEMBERSHIP AGREEMENT**

This Membership Agreement (the "Agreement") is made and entered into on the Effective Date by and between the Member and AIAM, Aerospace Industry Association of Michigan ("AIAM").

1. **Admission as a Member.** Upon execution of this Agreement and payment of Membership Fees the Member shall become a member of AIAM and subject to the Member's compliance with the terms and conditions herein, the Member shall be entitled to all benefits and privileges of membership in accordance with the Privileges of Membership as described in the bylaws of AIAM (the "Bylaws") and as otherwise specified by AIAM from time to time.
2. **Membership Categories.** There are 5 classes of membership and the rights associated with each class of membership are described in the AIAM Bylaws. The classes of membership are as follows:
  - 2.1. **Industry Member.** An industry member may designate access to the membership to its affiliates and its corporate Divisions, within the State of Michigan, as specified by the Member. A corporation may assign its voting rights to any one of the approved affiliates. Membership will be calculated based off the total number of employees engaged in the aerospace industry; this will include the total number of part-time workers, temporary workers, and professional staff engaged in the aerospace industry.
  - 2.2. **Associate Member.** Companies with operations in Michigan currently conducting business in other industries with an interest to expand products or services into the aerospace industry. Membership will be based off the total number of employees for the applying division and all named affiliates; this will include all part-time workers, temporary workers, and professional staff, regardless of whether engaged in the aerospace industry.
  - 2.3. **Educational Institution.** An educational institution in the State of Michigan. Typically, of the following levels: K-12, Technical School, Community College & University.
  - 2.4. **Honorary Member.** Individuals may be designated by the AIAM Board of Directors as honorary members in recognition of services rendered by the individual toward the progress and development of the objects of AIAM. Honorary members are not entitled to vote and may hold a position on the AIAM Board of Directors.
  - 2.5. **Out-of-State & International.** Any company outside the State of Michigan with operations or non-manufacturing assets currently conducting business in aerospace or other industries with an interest to expand products or services into Michigan. Membership will be based off the total number of employees for the applying division and all named affiliates; this will include all part-time workers, temporary workers, and professional staff, regardless of whether engaged in the aerospace industry.

### **3. Membership Fees**

- 3.1. **General.** Members are required to make payment of annual membership fees ("Dues") which are assessed by AIAM annually in accordance with the Bylaws. Membership Fees include the Member's membership for one year. Renewal membership fees are due on the anniversary of when the member joined AIAM. Honorary Members are exempt from Membership Fees.

- 3.2. **Calculation of Membership Fees.** Membership fees are based on the number of total employees. Countable employees are defined in section 2.0 of this Agreement.

Membership Fees are determined annually by AIAM.

- 3.3. **Number of Workers Disclosed.** The corporation represents that it has accurately disclosed its number of employees, part-time and temporary workers, on the AIAM Membership Agreement, attached.

4. **Payment of Fees.** Membership Fees are payable in US Dollars, as applicable, and are due at the time of execution of this Agreement. Membership Fees are determined as of the Effective Date of this Agreement and for membership renewals on the date of the invoice. Membership Fees may be paid by check, bank transfer or credit card. The terms and conditions of the online transactions shall apply.

## 5. Term and Termination

- 5.1. The initial term of this Agreement shall be for one (1) year and the term of this Agreement shall be automatically renewed on a year by year basis thereafter, on the same terms and conditions or as may be amended from time to time, unless terminated as provided herein.

- 5.2. AIAM shall provide all Members with ninety (90) days prior written notice of any material changes to the Agreement.

- 5.3. The Agreement may be terminated by either AIAM or the Member by giving a minimum of thirty (30) days written notice of such termination ("Notice").

- 5.4. AIAM shall have the right to terminate this Agreement without Notice upon the occurrence of one or more of the following: (a) the Member fails to pay its Membership Fees as required in this Agreement or the Bylaws; (b) a material breach by the Member of this Agreement; (c) a material breach by the Member of the Bylaws; (d) a material breach by the Member of the License Agreement; and (e) a material breach of a AIAM policy.

### 5.5. Obligation Upon Termination.

- 5.5.1. Upon termination, the Member's access to the AIAM website and all AIAM Products available on the AIAM website, including but not limited to updated versions of the AIAM Products, materials, AIAM Products, forums and technical support services, as applicable, will immediately cease.

- 5.5.2. Notwithstanding termination of the membership, the Member may use all AIAM Products which were acquired *bona fide* and retained by the Member during the term, subject to the terms herein and the Bylaws.

## 6. Acknowledgments

- 6.1. **Compliance.** The Member agrees at all times to comply with the provisions of the applicable agreements, Bylaws and policies, and to all laws, rules, regulations and orders of any governmental body applicable to its membership in AIAM and activities hereunder. AIAM agrees to publish the Bylaws and AIAM policies on the AIAM website.

6.2. **Name.** The Member acknowledges and understands that AIAM may, from time to time, use the names and trademarks of the Member in publications and other communications distributed to the public domain, and the Member hereby consents to the use of its name and trademarks in such a manner as provided by the Member on the Membership Application. The Member may revoke such consent by providing 30-days written notice to AIAM.

6.3. **Website Access.** The Member shall not permit, allow or do anything that would infringe or otherwise prejudice or compromise the proprietary rights of AIAM or allow any third party access to AIAM's website, unless as expressly authorized herein. AIAM Website means <http://aiamnow.com/> or such other domains as modified from time to time by AIAM.

The Member shall at all times protect its password for access to the AIAM website. If the Member's password is lost or stolen, the Member shall immediately notify AIAM by telephone or in writing. AIAM reserves the right to change passwords at any time, subject to providing prior notice to the Member.

6.4. **Notices.** All notices required under this Agreement must be in writing to the AIAM and to the Member at the most recent contact information in the AIAM's record and shall be delivered by mail, facsimile (fax) or electronic mail (email). Notice shall be deemed to be received on the date it was sent by fax or email.

6.5. **Authority.** The designated representative and signing party is the authorized representative of the corporation, partnership, association, government body or agency as applicable.

## 7. General Provisions

7.1. **Notices.** Every communication provided for in this Agreement or arising in connection with this Agreement, shall be in writing and shall be delivered or faxed to AIAM or the Member at the addresses stated in this Agreement. Either Party may change its mailing or delivery address by giving the other Party written notice to that effect. Any communication delivered shall be deemed to have been received on the date it was delivered. Any communication sent by fax shall be deemed to have been received on the next business day, being a day other than a Saturday, Sunday or statutory holiday as determined by the law of this Agreement, following transmission and electronic acknowledgement of receipt of the transmission.

7.2. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to its conflict-of-laws or choice-of-law principles.

7.3. **Assignment and Successors.** The Member shall not assign this Agreement without the prior written consent of AIAM, which consent may be reasonably withheld. This Agreement shall inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

7.4. **Severability.** If any part of this Agreement is held to be unenforceable or invalid, it will be severed from the rest of this Agreement, which shall continue in full force and effect.

7.5. **Entire Agreement.** This Agreement and any schedules or appendices hereto, constitutes the entire agreement between the parties and supersedes all prior agreements between

the parties, and shall inure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.

7.6. **Counterpart.** This Agreement may be executed and delivered in counterparts with the same effect as if both parties had executed and delivered the same copy, and when each party has executed and delivered a counterpart, all counterparts together shall constitute one Agreement.

IN WITNESS WHEREOF, the parties have executed this Membership Agreement on \_\_\_\_\_, 201\_\_\_. (the "Effective Date").

**Member**

	Please Print
Full name	
Employer and title	
Phone number	
Full address	
Authorized Signature	

**AIAM, Aerospace Industry Association of Michigan**

Per: \_\_\_\_\_

Tony Vernaci, President