

CLEVELAND ROWING FOUNDATION
MEMBER ORGANIZATION AGREEMENT

20__

This Member Organization Agreement (the "Agreement") is entered into on the ___ day of _____, 20__ between Cleveland Rowing Foundation ("CRF"), whose address is 1003 British Street, Cleveland, OH 44113, and _____, whose address is _____ ("Member Organization").

WHEREAS CRF is a nonprofit organization established to promote and foster the development of the sport of rowing among individuals in Northeast Ohio;

WHEREAS CRF is comprised of several Member Organizations, one of which is a signatory to this Agreement;

WHEREAS CRF has in effect Articles of Incorporation, By-Laws, and a Code of Regulations, *as amended*, ("Governing Documents") which, among other things, govern the qualification of Member Organizations, and the obligations, rights and privileges of membership in CRF;

WHEREAS CRF has in effect a Safety Manual ("SaM") and various other policies and procedures which may be amended from time to time ("Boathouse Policies");

WHEREAS this Agreement is designed to supplement the Governing Documents, SaM and Boathouse Policies applicable to the Member Organization, and to further clarify the obligations, rights and privileges of membership in CRF;

WHEREAS CRF has certain responsibilities, duties and obligations to its Member Organizations, including but not limited to the creation and implementation of policies and procedures that may be amended from time to time, to support and provide safe and sanitary facilities, and

WHEREAS CRF AND Member Organization agree to abide by the terms of the Governing Documents, SaM, Boathouse Policies and Procedures, and this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS

1. Member Organization agrees to provide their rosters CRF's Executive Director based on the following schedule. Within five business days of receipt, an invoice will be provided to the Member Organization, with payment due with 2% in 10 Days/Net 30 day terms. If not paid within 60 days of invoice issuance, a 1-¼% per month service charge accruing until payment is received. All Member Organizations will notify CRF in writing of the date when their program will begin. The due dates for the rosters are due on or before the following:

- For fall rowing season, by OCTOBER 1.
- For spring season, scholastic and collegiate programs, MARCH 15,
- For summer season, scholastic and collegiate programs, WITHIN TWO WEEKS OF THE START OF THE PROGRAM,
- For adult spring and summer programming, JUNE 15.

a. Annual written proof of the Member Organization's: i. Current US Rowing membership, ii. US Rowing insurance coverage, or its equivalent, and iii. any other insurance the Member Organization carries for rowers and equipment stored and/or used at the CRF Boathouse;

b. Proof that CRF is named as an additionally insured or co-insured on the Member Organization's liability insurance;

- c. A list of participants enrolled in the current season;
- d. A valid CRF liability waiver for each participant; and
- e. A valid swim test certificate or waiver for each participant under the age of 18 years if none was previously provided.

2. Member Organization agrees that it is responsible for the conduct of its participants. Any participant who violates any provision of the Governing Documents, SaM, Boathouse Policies or this Agreement, or who otherwise engages in inappropriate conduct, may be ejected from CRF’s premises. Additional discipline may be imposed as appropriate, which could include permanent exclusion from CRF’s premises. Member Organization agrees that it is obligated to adequately supervise any participant under the age of 18 years, on and off the water.

3. Member Organization agrees to strictly adhere to the provisions of the SaM. Member Organization further agrees to participate in safety training of and compliance by its coaches, coxswains, participants and visitors.

4. Member Organization agrees to pay the annual Member Organization dues assessments and/or fees as established from time to time by CRF. Failure to pay dues and /or fees may cause the Member Organization to lose its ability to row. Failure to pay dues and/or fees may also cause the Member Organization to LOSE ITS STATUS AS A MEMBER IN GOOD STANDING OF CRF AND TO LOSE ALL ATTENDANT PRIVILEGES AND RIGHTS OF MEMBERSHIP INCLUDING, BUT NOT LIMITED TO ROWING AND VOTING. Member Organization further agrees to cooperate with CRF in its efforts to ensure that each rower has provided the necessary documentation listed in paragraph 1, above.

5. CRF is to direct all hardcopy communications to Member Organization (which may include invoices) to:

Name*	Title
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Address*

CRF is to direct all electronic communications to Member Organization (which may include invoices) to:

Name*	Title	Email Address*
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*Member Organization agrees to timely provide to CRF’s Executive Director with any changes/updates to this information.

If CRF fails to receive a timely reply to communications directed to the person listed above, CRF shall then notify:

Name	Title	Email Address
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7. The lack of enforcement of any provision of this Agreement by CRF once or several times shall not be considered a waiver of CRF’s rights to enforce subsequently, at any time and from time to time. This Agreement is governed by the laws of the State of Ohio. Any dispute hereunder shall be submitted to friendly non-binding mediation before a mutually acceptable professional mediator. If the dispute is not resolved by mediation after ninety (90) days, the parties agree to submit the dispute exclusively to binding arbitration before a panel of 3 arbitrators, one appointed by each party and the third by mutual agreement of the two appointed arbitrators. The parties agree to appoint all arbitrators within thirty (30) days after completion of unsuccessful mediation. All proceedings shall be determined in accordance with the applicable Rules of the American Arbitration Association and conducted in Cleveland, Ohio. The parties waive any and all rights to commence a court action to settle any dispute in any manner related to this agreement. Each party shall be responsible for its own costs of mediation and arbitration but the arbitration panel may award such costs to the mostly prevailing party if the panel determines that the claim or defense submitted is frivolous.

I, _____, assent and agree to the above Terms and Conditions. By signing this document, I attest that have full legal authority to sign on behalf of _____ Member Organization.

Signature Date

I, _____, assent and agree to the above Terms and Conditions. By signing this document, I attest that have full legal authority to sign on behalf of _____ CRF.

Signature Date