

UNIFORM CHAPTER CHARTER AGREEMENT

between the

AMERICAN THEATRE ORGAN SOCIETY (ATOS)

and the

??? CHAPTER, ATOS

This Agreement made and entered into on the date hereinafter set forth, by and between the American Theatre Organ Society, hereinafter referred to as ATOS, and

The ??? Chapter, ATOS, hereinafter referred to as the Chapter:

WITNESSETH:

WHEREAS, ATOS is a geographically diverse organization of theatre organ enthusiasts and the Chapter is a localized organization of theatre organ enthusiasts, both of which have similar aims and objectives; and

WHEREAS, the parties hereto are desirous of coordinating their activities and unifying their efforts to the end that the aims and purposes of the organizations be properly administered; that the Official Journal of ATOS shall be *THEATRE ORGAN*; that other services of a business character may be organized and made available to both parties as needed; that leadership be developed to guarantee the continued success of both organizations; and

WHEREAS, the parties are specifically interested in supplementing all existing organizational efforts by providing additional means and methods of promoting, acquiring, and maintaining a well-informed, active and loyal membership;

Now, THEREFORE, in consideration of the mutual obligations of the parties, IT IS AGREED AS FOLLOWS:

1. Chapters shall be organized by a group of at least ten (10) ATOS members in good standing.
2. The request for a Chapter Charter must be submitted in writing and signed by at least ten (10) ATOS members in good standing, which ten ATOS members will also be members of the Chapter, together with a list of the names of the members who will serve as President, Vice-President, Secretary, and Treasurer of the Chapter.
3. A Chapter's operational area is to be the area where the main activities of the Chapter are centered. The operational area shall be defined on the basis of geographical area, ease of travel, location of instruments and proximity to adjoining Chapters. The Chapter's operational area does not limit or restrict membership to residents within the defined area. In most cases, the operational area will be the

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area in which the Chapter maintains and utilizes playable theatre organs or conducts their normal activities.

The Chapter's area of operation is: ???

4. The parties shall cooperate together on all matters involving membership acquisition, public relations, publicity, and activities for the membership. It is understood that the extent to which funds of the parties shall be spent shall be wholly within the control of each party, unless specific contracts or agreements are made between the parties. ATOS will not sponsor any activity in the Chapter's operational area unless the parties mutually agree.

5. The Chapter recognizes the general jurisdiction of ATOS in all matters pertaining to the purposes of ATOS. ATOS recognizes the general jurisdiction of the Chapter in their matters. In order to ensure uniformity throughout ATOS, the Chapter agrees to abide by the ATOS Bylaws and Policies, as published annually.

6. It is agreed that the name "American Theatre Organ Society," "ATOS," or the ATOS Chapter name, by itself, or in combination with any other words, shall not be extended by either party for use by any non-affiliated enterprise or organization.

7. The Chapter shall require that all officers and voting members of the Chapter be ATOS members in good standing.

8. ATOS agrees to maintain a record of the name, address, and Chapter affiliation (if any) of members of ATOS, as well as a record of former members who have not renewed in the past twelve (12) months. ATOS shall provide a quarterly listing for the Chapter of its respective membership information. The Chapter agrees to maintain at all times an adequate system of records which will clearly disclose the name and address of each person who is a member of the Chapter. Each party agrees to provide a copy of their membership list upon request.

9. Dues may be levied by an ATOS Chapter for its own treasury.

10. Each party hereto agrees to account for, and pay monthly, any dues collected from its members for the other party.

11. ATOS agrees to publish and mail to each member, at least four (4) times per year, *THEATRE ORGAN*, the Official Journal of ATOS, and to maintain this publication on a high level of interest to the membership. Editorial policy shall be established by the ATOS Board of Directors and directed by the Editor and Publisher.

12. The ATOS Board of Directors shall have the right to withdraw a Chapter's Charter. Grounds for consideration of such withdrawal shall include, but not be limited to, a Chapter's violation of this Agreement or any other Chapter activity detrimental to the purposes of ATOS. No action to withdraw a Charter shall be taken unless: (a) the Chapter's President has been notified at least thirty (30) days in advance of the date of the Board meeting where such action is to be considered, and (b) all parties have had the opportunity to speak to the issue and/or present pertinent evidence. The Board's decision is final and binding. In the event a Chapter's Charter is withdrawn, the Chapter holds ATOS harmless.

13. ATOS reserves the right to modify this agreement when legal requirements mandate such change.

14. In the event any provision herein is in conflict with the ATOS Bylaws and Policies now in effect, or as subsequently amended, the provisions of such ATOS Bylaws and Policies shall prevail.

15. This document constitutes the entire agreement between the parties hereto, and supersedes any prior or contemporaneous understandings, whether written or oral, regarding the within subject matter.

[SAMPLE CHAPTER CHARTER AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be implemented and delivered by their Officers thereunto duly authorized.

AMERICAN THEATRE ORGAN SOCIETY (ATOS)

By: _____

Mike Hartley, Chairman of the Board

Date: _____

Attest: _____

Bob Evans, Secretary

Date: _____

??? CHAPTER, ATOS

By: _____

President

Date: _____

Attest: _____

Secretary

Date: _____

Date of Implementation: ???

Chapter Number: ???