OFFICIAL PASS CHAPTER AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between The Professional Association for SQL Server ("PASS"), a nonprofit corporation incorporated under the laws of the state of Illinois, USA, and _____, a nonprofit group, ("CHAPTER").

RECITALS

1. PASS is an international association whose members are users of SQL Server.

2. CHAPTER consists of members of PASS and others with a common interest in SQL Server.

3. CHAPTER is not a "Virtual Chapter" as defined by PASS, even if CHAPTER members plan to meet virtually or electronically.

4. CHAPTER desires to meet, and continue to meet all requirements to be an Official Chapter of PASS as established by the PASS Board of Directors from time to time.

5. CHAPTER wishes to formalize its relationship with PASS.

6. PASS is willing to recognize CHAPTER and offer program benefits to CHAPTER provided that CHAPTER executes this Agreement and agrees to its terms and conditions.

NOW, THEREFORE, in consideration of these recitals, and other mutual promises and considerations which follow and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, CHAPTER and PASS agree as follows.

I. GENERAL TERMS

1. While PASS and CHAPTER intend to be affiliated in accordance with the terms of this Agreement, PASS and CHAPTER expressly acknowledge that they are, and intend to remain, separate entities and as such shall not incur any liability, obligation, or expense on behalf of the other.

2. Upon execution of this Agreement, PASS will recognize CHAPTER as a representative of PASS in the geographic area of _____, _____ ("Area"). PASS will consult with the CHAPTER and receive approval of the CHAPTER before any other group within the Area is granted the right to become a representative of PASS.

3. CHAPTER will adopt a set of governing rules (bylaws or charter) that provides for the administration and regulation of its internal affairs. These bylaws shall not materially conflict with the Bylaws of PASS.

4. CHAPTER shall have the right to receive PASS services and publications, including electronic newsletters, Web site hosting, and other services provided by PASS to its members, at member rates as established from time to time by PASS.

5. CHAPTER shall identify itself in written and oral communications as an Official PASS Chapter.

6. CHAPTER will encourage its members to join PASS. CHAPTER will collaborate with PASS to facilitate marketing efforts to the CHAPTER members Contact information will only be used to

support the CHAPTER and only shared with third parties if individual PASS or CHAPTER members grant permission in writing. It is strictly understood that member contact information will not be sold, used, or marketed for any outside sales or marketing activities not directly related to CHAPTER or PASS business.

7. CHAPTER, at the request of CHAPTER, may obtain limited administrative and organizational assistance from PASS, including dissemination of email to PASS members, access to local Microsoft contacts, and access to regional mentors as designated by PASS.

8. CHAPTER has the right and is encouraged to sponsor conferences, meetings, seminars, and other educational and technical meetings that relate to SQL Server to users in its Area.

9. The president or official leader of the CHAPTER shall be provided with one complimentary registration to the annual PASS Community Summit. This discount may only apply to the PASS Community Summit registration; it does not include airfare, accommodations, or pre/post conferences. The CHAPTER may send a representative to attend the Chapter Leadership Meeting at the Summit. If the CHAPTER leader or a representative in a leadership role attends the PASS Community Summit under the leader discount, such leader or representative must attend the Chapter Leadership Meeting.

10. PASS reserves the right to offer incentives from time to time, on a trial basis, to an individual or set of CHAPTERS, but is not obligated to offer incentives to CHAPTER or to all CHAPTERS.

11. Each CHAPTER will be provided with and must post the PASS logo on the CHAPTER's Web site and we ask they promote PASS's local, regional and global event events and other events on any Web page maintained by the CHAPTER in accordance with terms set forth by PASS.

12. If volunteers desire to start a new chapter in the Area, the current CHAPTER shall be consulted in writing by a PASS representative. In addition, if PASS Chapters in the same or overlapping locations want to combine to form one larger user group, PASS will provide assistance to accomplish this merger of Chapters.

13. No benefits will be available to CHAPTER until execution of this Agreement by both parties. Benefits to CHAPTER may change from year to year at the sole discretion of PASS.

14. CHAPTER will not make any representations regarding policies or positions of PASS except in conformance with written policy statements adopted by PASS.

15. CHAPTER must maintain regular contact with PASS. CHAPTER will submit monthly reports to PASS on a form submitted to CHAPTER by PASS and will complete and deliver any renewal information to PASS to maintain CHAPTER status.

II. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement as set forth below upon not less than thirty (30) days advance written notice to the other.

2. If the requirements of the Official PASS Chapter Program or this Agreement are not met by the CHAPTER, PASS may deliver written notice thereof and CHAPTER will be granted 30 days to comply with such requirements. If CHAPTER fails to comply with the request set forth in the notice within said thirty (30) day period, PASS may terminate this Agreement in accordance with the terms hereof. Notwithstanding the above, upon written notice to the other, either party may terminate the relationship for any reason whatsoever. In the event that either party provides the other of notice of termination, the leader of such CHAPTER and a representative designated by PASS agree to discuss any issues to attempt resolution prior to such termination. If the CHAPTER terminates its affiliation as a result of the group disbanding, the CHAPTER will provide a list of all remaining members and their contact information to PASS to enable PASS to

re-launch the CHAPTER if the remaining members so desire. This information will only be used by PASS to help re-launch the CHAPTER.

3. Upon termination of this Agreement, CHAPTER will cease use of the names: PASS and/or The Professional Association for SQL Server and/or Official PASS Chapter.

III. MISCELLANEOUS TERMS

1. Entire Contract. This Agreement embodies the entire Agreement and agreement between the parties, and there are no other agreements or understandings, oral or written between PASS and CHAPTER, except as recited herein.

2. Amendments. No amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

3. Successors and Assigns. All of the terms and conditions of this Agreement are hereby made binding on the respective successors and permitted assigns of both parties hereto.

4. Captions. The captions and headings used in connection with the paragraphs and provisions of this Agreement are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning, scope or intent of the provisions hereof.

5. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois, without regard to its conflict of law provisions.

6. Counterparts. This Agreement may be executed by the parties in separate duplicate counterparts, all of which taken together shall constitute one Agreement binding on all the parties hereto, notwithstanding that all parties hereto may not be signatories to the original or the same counterpart. For purposes hereof facsimile or electronic signatures will be deemed original signatures.

7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provision hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. Litigation Expenses. In the event litigation is filed to enforce any of the terms and conditions contained in this Agreement, the prevailing party in any such litigation shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in such litigation.

9. Notices. All notices to each party will be deemed effective if delivered personally by a recognized international courier, with proof of service, or by facsimile with proof of sending, or by mail to the following address:

To PASS: 203 North LaSalle - Suite 2100
Chicago, Illinois 60601 USA
Fax: 1-604-899-1269
Attention: PASS HQ – Community Team

To CHAPTER _____
_____
Fax: _____
Attention: _____

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers and/or steering committee effective as of the day and year first written above.

CHAPTER

Name of Chapter:

_____

Leader Name: _____

Title: _____

Date: _____

Mailing address:

Address 1: _____

Address 2: _____

City: _____

State/Province: _____

Country: _____

Zip/Postal Code: _____

Contact phone number: _____

Email address: _____

Signature:_____

PASS

By: Director (currently Allen Kinsel)

Title: PASS Director: Global Chapters

Date: