



Team River Runner Affiliation Agreement

This Affiliation Agreement (“Agreement”) is entered into as of _____, 20____, by and between Team River Runner-National (“TRR-N”) and the proposed new site located in _____ (the “Chapter”).

TRR-N is a Section 501(c)(3) charitable organization dedicated to providing active duty service members and veterans an opportunity to find health, healing, and new challenges through whitewater boating and other paddling sports; and

TRR-N intends to have an affiliation with the Chapter and the Chapter wants to receive a charter to be a chapter of TRR-N.

NOW, the parties agree as follows:

1. Grant of Charter. TRR-N hereby grants a non-exclusive charter to the Chapter to be a chapter of TRR-N, and the Chapter shall be authorized to use the designation "Team River Runner - _____" with authority to use such designation, or any appropriate contraction or acronym of such designation, in connection with the activities of the Chapter as authorized in this Agreement, subject to the terms and conditions of this Agreement. The Chapter will serve the constituency of TRR-N in the geographic area of _____, _____.

2. Obligations of TRR-N. TRR-N's obligations to the Chapter include, but are not limited to, the following:

- a. Initial Chapter Startup Education. TRR-N will provide the Chapter with the guidance and support necessary to initiate a TRR chapter including:
 - A TRR Chapter Handbook with policies and procedures.
 - Instruction on adaptive paddling, rolling, and boat outfitting.
 - Training and support for updating the TRR Online Reporting System (“ORS”) and launching the Chapter’s mini-page on www.teamriverrunner.org
- b. Ongoing Education. TRR-N will provide the Chapter with regular updates on activities, programming, teaching techniques, upcoming trips and training opportunities through monthly Council of Chapter Secretaries’ conference calls and through email and the website.
- c. Initial Financial Assistance. To start the program, TRR-N will provide three (3) full sets of kayak gear (paddle, spray skirt, lifejacket, helmet, and splash jacket), and assist the Chapter in obtaining kayaks, either through

local purchase or TRR-N ordering from a preferred vendor. TRR-N will also help the chapter fund local pool use for instruction for veterans to promote an ongoing program. If TRR-N determines the chapter lacks adequately trained volunteers, TRR-N may fund pertinent certification training for two (2) Chapter volunteers during the Chapter's initial three (3) years of operation, subject to funds availability and at a reasonable cost. The maximum expected outlay for a new chapter is not to exceed \$8000 the first year, at TRR-N's discretion. As the chapter builds a foundation of solid instruction, it is expected of the chapter to contribute to its own financial sufficiency. As the chapter grows its program, it is expected that participation levels will increase during the years. TRR-N may at its discretion continue to financially assist a chapter during its second year not to exceed \$2500. The chapter is expected to be financially self-supported by the end of the third year.

- d. Ongoing Financial Assistance. TRR-N will assist the Chapter with the collection, accounting, and disbursement of Chapter funds. TRR-N will provide the Chapter liability insurance.
- e. Marketing and Communications. TRR-N will assist the Chapter in promoting participation and in preparing newsletters and other communications from the Chapter to its participants.

3. Obligations of the Chapter. The Chapter's obligations to TRR-N include the following:

- a. Activities. The chapter's sole purpose for existence is to provide free paddling opportunities to veterans. Veterans with a medical condition, disability, or in a healing mode will take priority in availability of instruction. If a chapter so deems and desires to help other individuals (community members or non-veterans) with disabling conditions, they are encouraged to do so if available resources allow. No fees may be charged to veterans, volunteers, or anyone participating in the program. **The chapter will endeavor to meet the TRR-N goal of serving at least 15 unique veterans during the course of the year and conducting 26 paddle events (to include pool instruction as well as outings).**
- b. The Chapter will conduct all of its activities under this Agreement in accordance with the highest legal and ethical standards and with TRR-N's Bylaws and applicable policies and procedures. Specifically, the Chapter will conduct all of its policies, programs, activities, and events in accordance with the guidelines and safety and liability requirements laid out in the TRR Chapter Handbook, ensuring the highest safety and risk management techniques at all times.
- c. VA/DoD compliance. The Chapter will ensure that all of its volunteers comply with the Chapter's local medical center mandated, VA, or DoD volunteer training and safety requirements.
- d. No Endorsement. The Chapter will refrain from representing, and will use best efforts to compel representatives of the Chapter to refrain from representing that any of its policies, programs, activities, events,

statements, positions, communications, or representations emanate from, or are endorsed by, TRR-N unless specifically permitted in writing by TRR-N.

- e. Representation. The Chapter Coordinator or one individual appointed by the chapter coordinator will dial into the monthly phone conference and other meetings of TRR-N, and will update the TRR ORS in a timely fashion (at least monthly).
- f. Intellectual Property. TRR-N retains all rights and interests in its legal name and trademarks, including its logo, and all related intellectual property including, without limitation, copyrights; mailing, membership, and other lists; educational materials; and all proprietary information and procedures (hereinafter collectively referred to as its “intellectual property”) and all rights and interests in the use thereof. The Chapter is authorized to use the intellectual property of TRR-N, indicating the affiliation of the parties when conducting activities in connection with the promotion of the parties’ common concerns, subject at all times to the prior review and approval of TRR-N, which shall not be unreasonably withheld. The Chapter will ensure that the applicable copyright or trademark notice is used with any TRR-N intellectual property as appropriate. Upon the expiration or termination of this AFFILIATION AGREEMENT, all use by the Chapter of TRR-N’s intellectual property will end immediately. The Chapter’s obligations to protect TRR-N’s intellectual property will survive the expiration or termination of this AFFILIATION AGREEMENT.
- g. Fiscal responsibility. The Chapter is encouraged to undertake efforts to obtain local financial and in-kind support for the TRR programs that it operates. In soliciting funds using the TRR name and presence, the Chapter acknowledges that it has a major responsibility to exercise due care that funds are properly accounted for and are used for no other purposes than to support TRR activities and programs. The Chapter further acknowledges that such funds remain the property of TRR-N. The Chapter will remit funds to TRR-N for deposit. Collected funds shall be allocated so the chapter is credited with 90% of funds collected. TRR-N will then take appropriate and reasonable steps to see that such funds are used for the benefit of the Chapter. Such steps will include reimbursing vendors, purchasing supplies and equipment, and other measures necessary to accomplish the TRR mission. The Chapter will support such efforts by providing information and supporting documentation about its expenditures. The remaining 10% of collected donations shall be allocated to TRR-N for use as required for National expenses. Specifically, TRR-N will use the funds to support general functions of TRR-N, including but not limited to underwriting the development of new sites, covering general insurance, accounting and audit costs, Staff/Volunteer salaries and the like, and covering the costs of national clinics and training activities not otherwise met by specific Chapter-level funding.
- h. Banking relationships. The Chapter is not authorized to set up a bank account in any other way. The Chapter and TRR-N acknowledge that such

arrangements are critically necessary to permit TRR to exercise its fiduciary responsibility to contributors and to comply with all rules and regulations governing Section 501(c)(3) organizations.

- i. Legal Requirements. The Chapter agrees to comply with all applicable State and Federal laws regulating nonprofits, and annual registration and reporting requirements.

4. Revocation or Surrender of the Charter. The charter granted to the Chapter, with all of its attendant rights and obligations, will remain in full force and effect until and unless revoked by TRR-N or surrendered by the Chapter in accordance with the following provisions.

- a. Revocation. TRR-N, through its Board of Directors, has the right and authority to revoke the Chapter's charter if the Board determines that the conduct of the Chapter is in violation of this Agreement or the provisions of TRR-N's Bylaws or applicable Handbook policies or procedures. TRR-N will submit a written notice of intent to revoke a Chapter's charter to the Chapter specifying the reasons for the possible revocation. The Chapter will be given sixty (60) days to respond in writing and to provide an oral argument before the TRR-N's Board of Directors. The Chapter may request appointment of an independent arbitrator, pursuant to the laws of the State of Maryland, to make a decision as to whether revocation of the Chapter's charter is warranted. The decision of the Board, or arbitrator if requested by the Chapter, is final and the Chapter specifically warrants that it will assert no appeal to that decision in any other forum.
- b. Surrender. The Chapter may surrender its charter by delivering notice of its intention to do so at least sixty (60) days in advance of the effective date of the surrender to the Board of Directors of TRR-N.
- c. TRR-N's Rights after Revocation or Surrender. After revocation or surrender of the Chapter's charter, TRR-N will have the right to notify each member of the Chapter of the fact of the revocation or surrender and will have the sole authority to organize a new chapter of those members to replace the former Chapter of TRR-N. The Chapter will cease to represent or suggest any affiliation with TRR-N and will return any TRR-N property or assets that may be in the possession of the Chapter at the time of revocation or surrender of the charter.

5. Tax-exempt Status. The Chapter agrees to be a member of TRR-N's "group exemption" for purposes of securing federal tax-exempt status for the Chapter, and to supply all information to any party required to maintain that tax-exempt status. The Chapter agrees to take all actions required to maintain TRR-N's exemption from Federal income tax under the provisions of the Internal Revenue Code as amended, or similar provisions or other laws. The Chapter specifically agrees that it will not directly or indirectly support or oppose any candidate for public office, and that it will not, except as an insubstantial part of its activities, carry on any lobbying activities or otherwise attempt to influence legislation being considered by any legislative body, except as consistent with the policies and procedures of and prior approval by TRR-N.

6. Confidentiality. TRR-N and the Chapter may at times come into possession of confidential information of the other. Each party agrees to identify in writing all confidential information as such at the time of disclosure. That confidential information will be maintained in confidence and will be subjected to the same level of protection that each party would utilize for its own similar confidential information. Neither TRR-N nor the Chapter will disclose confidential information of the other except as permitted in writing by the other or required under compulsion of law.

7. Term of Affiliation. The initial term of this Agreement shall be three (3) years from the effective date above. Provided that the Chapter has remained in compliance with TRR-N's Bylaws and all applicable TRR-N policies and procedures, this Agreement shall be automatically renewed for successive three (3) year terms, unless sooner terminated by revocation or surrender of the Chapter's charter as described under the terms of Section 4.

8. Assignment. The affiliation provided under this Agreement shall be effective only as between the parties hereto. This Agreement may be assigned only upon the prior written approval of the other party.

9. Miscellaneous. This Agreement constitutes the entire Agreement between TRR-N and the Chapter with respect to the subject matter hereof. Only a writing executed by both parties may amend this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

The parties have caused this Agreement to be executed by their duly authorized representatives.

CHAPTER

TRR-N

By _____

By _____

Name _____

Name _____

Title Chapter Coordinator

Title Executive Director

Date _____

Date _____