

Women in Lighting and Design Chapter Charter Agreement

ARTICLE 1: PURPOSE

Chapters create the core of Women in Lighting and Design (hereinafter WILD), fulfilling the organization's mission and vision at the local level. They are structured so as to effectively deliver programs and services to their members, while also interacting as part of WILD's global community. This Agreement grants authority to the chapter to act in the name of WILD as stated in this charter and in accordance with the WILD bylaws, associated bylaws documents, and policies.

It is important for the chapter to understand and respect these terms since chapters are not independently incorporated, but are organized under WILD's incorporation and Federal tax identification status, and must therefore operate in a manner that protects and does not jeopardize the interests and tax status of the chapter and WILD, as WILD is ultimately liable for all chapters.

ARTICLE 2: FRAMEWORK

2.1 FORMATION

A Chapter may form when the following criteria are met:

- a. Located in a unique geographical location relative to currently existing Chapters;
- b. Minimum of three (3) committee members;
- c. Minimum of ten (10) members, inclusive of the three required committee members; and
- d. Members of the Chapter must maintain active membership in WILD in accordance with the provisions, procedures, and applicable dues schedule of WILD in order to be considered part of the minimum required membership.

2.2 STRUCTURE

Each Chapter shall be comprised of the following:

- a. Chapter Committee
The Chapter Committee shall be composed of no less than three (3) members in good standing. Members of chapter leadership shall be elected or selected according to policies and procedures set by the Chapter membership, and shall serve according to these policies and procedures. The Chapter Leadership shall commit to incorporating the values of diversity, equity, inclusion and respect (DEIR) in the Chapter's governance and activities.
 - i. Chapter Leader
Will guide the chapter and ensure compliance with this charter, and the bylaws and associated documents of WILD.
 - ii. Chapter Liaison
Will be selected by the chapter to serve on the WILD Chapter Liaison Committee as a representative of said chapter. The person serving in



the Liaison position may also serve in one of the other required committee positions.

- iii. Chapter Finance Leader
Will work with the Board of Directors Treasurer to ensure all Chapter financial obligations are met.
- iv. Chapter Committee Members
Additional committee members may be added as desired to provide additional support for the chapter. There is no limit to the number of committee members for a chapter.

b. Chapter Members

Chapter members are considered to be additional members of the Chapter's community not serving on the committee. All members of WILD may select the chapter they prefer for their primary membership. It is recommended this selection be made based on the geographical area of the Chapter relative to a member's area of residence or employment, but it is not required. The Chapter may deny the application of, or terminate the membership of, any person or firm that does not choose to abide by the bylaws and associated documents of WILD and will inform the Board of Directors in writing of its intention to do so.

2.3 PROGRAMMING

- a. Chapters must provide their members a minimum of two (2) programs per year with the purpose of providing an opportunity for the Chapter members to meet and interact with each other. This programming can be considered any opportunity as deemed fit to serve this purpose by the Chapter's committee.
- b. The Chapter Committee shall ensure that chapter programs are aligned with WILD's mission and vision, and address the professional needs of the chapter members.

2.4 REVOCATION OR SURRENDER OF THE CHARTER

The charter granted to the Chapter by this Agreement, with all of its attendant rights and obligations, will remain in full force and effect until and unless revoked by WILD or surrendered by the Chapter in accordance with the following provisions:

a. Revocation

WILD, 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 the Association's bylaws or applicable policies or procedures. This includes, but is not limited to, having under 10 members and a lack of leadership. Any decision by WILD to revoke the Chapter's charter will be initiated by written notice to the Chapter specifying the reasons for the revocation, with the Chapter provided the opportunity to respond to WILD's Board of Directors in writing or, if permitted by the Board, in person. The decision of the Board 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



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so at least sixty (60) days in advance of the effective date of the surrender to the Board of Directors of WILD.

c. **WILD's Rights after Revocation or Surrender**

After revocation or surrender of the Chapter's charter, WILD will have the right to notify each member of the Chapter of the fact of the revocation or surrender. The Chapter will cease to represent or suggest any affiliation with WILD and will return any WILD property or assets that may be in the possession of the Chapter at the time of revocation or surrender of the charter.

Current Chapter Members will automatically be placed in the WILD Int'l chapter, without a specific geographical location, until they choose to select another Chapter or end their membership. Any yearly dues will not be repaid.

ARTICLE 3: FINANCIAL OBLIGATIONS

3.1 All sponsorship contributions with receipts for tax purposes must be handled through the WILD Board of Directors. Chapters may not establish a 501(c)(6) or any other corporate entity.

3.2 FUNDING

Chapter programming may be funded in the following ways:

- a. self-funded by members;
- b. sponsorship made through direct payment to an event service provider;
- c. sponsorship made to WILD and issued back to the chapter for their use;
- d. ticket payments made to WILD and issued back to the chapter for their use; and
- e. other sponsorship and/or grants, as discussed and agreed upon with the WILD Board of Directors in advance.

3.3 The Chapter Finance Leader will be responsible for tracking Chapter financial activity throughout the year and reconciling with Board finances at the end of each year, at a minimum, or as needed. Bookkeeping must be maintained and provided for auditing as required.

3.4 Chapters shall review chapter financial reports as needed with the WILD Board of Directors and their staff, complying with financial policies and practices as required.

3.5 CONTRACTS AND GRANTS

Chapters are obligated to protect the chapter and WILD by ensuring there are written agreements with speakers, vendors, facilities, etc., when hosting an event. As noted at the beginning of this Agreement, chapters are part of WILD and are not permitted to be independently incorporated. Thus, WILD is ultimately liable for all chapter contractual obligations. Therefore, before signing any agreement involving a commitment of resources valued in excess of \$5000 or requiring an insurance rider, it must be reviewed and approved by the WILD Board of Directors.

- 3.6 Chapter's must procure event insurance as required to ensure WILD is sufficiently covered against any liabilities. Please discuss with the Board of Directors as needed, and consider especially for events taking place outside of an established venue.

ARTICLE 4: ORGANIZATION OBLIGATIONS

- 4.1 Follow the WILD bylaws and associated documents, including the guidance within them for meetings, voting, etc. as necessary.
- 4.2 Follow WILD's Branding Guidelines for use of the WILD logo and graphics. The Chapter will not use, or cause, or permit to be used by any person, any logos, trademark, service marks, or copyrighted materials of WILD without WILD's prior written consent, other than the limited use of that intellectual property in connection with performance of the specific obligations of the Chapter provided in this Agreement. The Chapter will ensure that the applicable copyright or trademark notice is used with any WILD intellectual property as appropriate. Upon the expiration or termination of this Agreement, all use by the Chapter of WILD's intellectual property will end immediately. The Chapter's obligations to protect WILD's intellectual property will survive the expiration or termination of this Agreement.
- 4.3 Represent WILD in the Chapter's community in a manner that follows the code of ethics and professional conduct guidelines in order to:
- i. maintain and build membership from within the Chapter's geographical area; and
 - ii. maintain its relationship with other, partner organizations.
- 4.4 The Chapter will refrain from representing, and will use best efforts to compel representatives of the Chapter to refrain from representing, that any policies, programs, activities, events, statements, positions, communications, or representations emanate from, or are endorsed by, WILD unless specifically permitted in writing by WILD.
- 4.5 The Chapter may obtain their own liability insurance. Chapter leadership is not covered under the standard business coverage for WILD.
- 4.6 WILD and the Chapter may at times come into possession of confidential information of the other or of members. 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 WILD nor the Chapter will disclose confidential information of the other or of any member except as permitted in writing or required under compulsion of law.
- 4.7 This Agreement may be assigned only upon the prior written approval of the other party.



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CHAPTER CHARTER SIGNATURES

The chapter officers have read and agree their chapter will abide by this Agreement.

Therefore, the _____ Chapter of Women in
Lighting + Design (WILD) is formed as of _____, _____.

Signed by: _____

Signed by: _____

Print Name:

Title: Chapter Leader

Email:

Phone Number:

Print Name:

Title: WILD Board of Directors President

Email:

Phone Number: