

CHARTER AGREEMENT

This Agreement (the "Agreement") is made by and between _____ ("Chapter") and Safari Club International ("SCI").

RECITAL

A. SCI, an Arizona non-profit, tax-exempt corporation in accordance with Section 501(c)(4) of the Internal Revenue Code (the "Code"), is an organization with missions including protection of the hunter, conservation of wildlife and education of the public concerning hunting and its use as a conservation tool.

B. Chapter desires to become a chartered branch of SCI to assist SCI to satisfy its missions within the city(ies), county(ies) and state(s) of _____ ("Territory") in accordance with the terms and conditions set forth in this Agreement.

In consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Obligations of Chapter. Chapter will perform the following:

(a) Adopt a Chapter name structured as "Safari Club International (Name of Territory) Chapter" (*e.g.* Safari Club International New England Chapter). Chapter will refrain from conducting any business not associated with SCI under this name.

(b) Conduct business as a volunteer membership organization that is separate and distinct from SCI. Chapter will not become a branch or chapter of, or affiliate with, any other organization whose missions and purposes are substantially similar to SCI's.

(c) Comply with the Code and all applicable federal, state, and other laws and regulations.

(d) Adopt a governing instrument that is substantially similar to the form bylaws provided by SCI from time to time.

(e) Provide SCI with a copy of its adopted Articles of Incorporation (if any) and any other governing instrument, as amended from time to time.

(f) Comply with the Bylaws of SCI and such practices, policies and procedures that may be adopted from time to time by SCI.

(g) Be entitled to use Intellectual Property owned or licensed by SCI as set forth in Paragraph 3.

2. Obligations of SCI. SCI will perform the following:

(a) Authorize Chapter to use Intellectual Property owned or licensed by SCI in accordance with Paragraph 3.

(b) Communicate regularly with and inform Chapter about SCI policies, programs, services, activities, and other vital information.

(c) Produce and provide dual membership applications to Chapter, process dual membership applications and renewals, and remit Chapter dues collected with Chapter membership information.

(d) Consult with Chapter about SCI Bylaws, policies, programs, services, activities, etc.

3. Intellectual Property. SCI owns or has the right to use certain emblems, logos, trademarks, trade names, member lists, donor lists, mailing lists and other intellectual property (collectively, "Intellectual Property"). SCI and the Chapter will enter into a separate Licensing Agreement by which SCI will grant to Chapter, and Chapter will be entitled to, limited use of Intellectual Property. Chapter will not (a) use Intellectual Property or any colorable imitation thereof in a manner inconsistent with the Licensing Agreement; or (b) attempt to authorize or license the right to use Intellectual Property to any third party. Chapter acknowledges and agrees that Intellectual Property is and will remain the sole and exclusive property of SCI.

4. Termination. SCI and Chapter each retain the right to terminate at-will this Agreement. Upon termination Chapter will immediately cease using Intellectual Property. SCI reserves the right to place Chapter charter status on probation or revoke its charter as set forth in the SCI Bylaws, or for noncompliance with or violation of those performance criteria listed in Paragraph 1, or for conduct that diminishes the image, effectiveness, or resources of SCI, the Safari Club International Foundation or Intellectual Property.

5. General.

(a) Chapter and SCI hereby acknowledge and agree that this Agreement does not represent a franchise, cooperative, partnership, or other joint venture. Neither party will be liable for the debts, obligations or liabilities of the other party.

(b) Chapter hereby indemnifies and holds SCI and its officers, directors, members, employees and other agents harmless from and against all claims, demands and liabilities (including attorneys' fees and costs) asserted by third parties against Chapter arising from any and all acts and omissions of Chapter or its officers, directors, members, employees or other agents, which such obligation will survive the expiration or termination of this Agreement.

(c) Each provision of this Agreement is considered separable. If for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity will not impair the operation of or affect the remaining provisions of this Agreement.

(d) Neither party may assign or otherwise delegate its duties, obligations, rights or privileges to third parties.

(e) This Agreement will be interpreted and enforced in accordance with the laws of the State of Arizona. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the city, county and state in which SCI maintains its headquarter office for the resolution of all disputes arising out of or relating to this Agreement.

(f) This Agreement may only be amended in a writing executed by both parties.

(g) Except for the Licensing Agreement, this Agreement supercedes any and all prior agreements or understandings, whether expressed or implied, formal or informal, written or oral, between Chapter and SCI with respect to the charter of the Chapter as a branch of SCI.

(h) This Agreement may be executed in counterparts and by facsimile signature, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

(i) This Agreement is effective as of the date set forth after SCI's signature below.

Chapter:

SCI:

By _____

By _____

Its _____

Its _____

Address: _____

Address: 4800 W. Gates Pass Rd

Tucson, Arizona 85745

Phone: _____

Phone: (520) 620-1220

Fax: _____

Fax: (520) 618-3556

Email: _____

Email: _____

Website: _____

Website: www.SafariClub.org

Date: _____

Date: _____