



# ASSOCIATE MEMBERSHIP APPLICATION

## COMPANY INFORMATION

Company Name:

Company Address:

City: State/Province: Zip Code: Country:

Company Phone: Email:

Company Website:

Primary Contact Full Name: Title:

Primary Contact Phone: Mobile Phone:

Primary Contact Email:

## MEMBERSHIP TYPE SELECTION

Our company hereby submits our SMACNA Associate Membership application at the classification level indicated below.

**Platinum** – \$25,000     **Gold** – \$15,000     **Silver** – \$7,500     **Bronze** – \$3,500

## NEW MEMBER INFORMATION

The following information will be kept CONFIDENTIAL

What are your primary reasons for joining SMACNA?

Who referred you to SMACNA?

As a new associate member of SMACNA, what do you consider to be the most important benefits and/or services you will receive from the Association?



# TERMS AND CONDITIONS OF ASSOCIATE MEMBERSHIP

## GENERAL

Associate membership in this Association may be available to any person, company or corporation engaged in selling products and/or services to the contractor membership of this Association. Associate membership is offered to those firms who are interested in furthering the objectives and goals of the Industry.

## SPAM

SMACNA prohibits the use of its member lists in any manner associated with the transmission, distribution or delivery of any unsolicited bulk or unsolicited commercial e-mail ("Spam"). You may not use any member list to send Spam, nor to violate federal or state laws regulating Spam. If approved for membership, I hereby agree that in the event I contact a SMACNA contractor member via e-mail I will honor SMACNA's e-mail policy and comply with all applicable Spam laws, including particularly, prohibitions against false or deceptive e-mail and requirements allowing recipients to opt-out of receiving further e-mail messages from me.

## FEE SCHEDULES

Due to the diversity of these Associate Members, the Board of Directors is authorized to establish more than one classification and a fee schedule for each classification.

## REFUNDS & CREDITS

All SMACNA Associate Membership fee payments are final. SMACNA does not allow for refunds of SMACNA Associate Member fees after payment has been processed. In the event of an extenuating circumstance, it will be at the sole discretion of SMACNA as to whether a one-time use credit can be issued. A request for one-time use credit must be made in writing to the Sheet Metal and Air Conditioning Contractors' National Association, Inc.

## AUTOMATIC RENEWAL

SMACNA reserves the right to increase the cost of an associate membership annually. Associate Member's membership shall automatically renew for successive periods of twelve (12) months beginning on the first anniversary of the date on which Associate Member's associate membership commenced. This will be known as the "Renewal Date" and the Associate Member signing this Agreement hereby agrees to give written notice to SMACNA no less than sixty (60) days prior to the upcoming Renewal Date if Associate Member intends to terminate this Agreement.

## INDEMNIFICATION

Associate Member hereby agrees to indemnify, save and hold harmless SMACNA and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise solely by reason of: (i) any breach of this Agreement or intentional act or omission by Associate Member or any of its officers, directors, employees, or agents; (ii) third party claims for infringement of intellectual property rights arising out of any permitted use by SMACNA of Associate Member's name, logo, website, or other information, materials, products, or services provided by Associate Member; and (iii) any misuse of the SMACNA Marks by Associate Member. This indemnity shall require the payment of costs and expenses by Associate Member as they occur. SMACNA shall promptly notify Associate Member upon receipt of any claim or legal action referenced in this Section VII.A.

## TERMINATION

This Agreement will terminate prior to the expiration of the Term or any Renewal Term: (i) upon the occurrence of a material breach of a material provision by one (1) of the parties hereto if such breach is not cured within thirty (30) days after written notice of such breach is received by the breaching party from the non-breaching party identifying the matter constituting such breach; (ii) at any time upon the mutual written consent of both parties; (iii) upon notice if SMACNA has a reasonable basis to believe that Associate Member's products, services or materials are materially misleading or could in any way damage the reputation or image of either party; and/or (iv) if Associate Member and/or SMACNA ceases doing business for any reason, including (but not limited to: voluntary or involuntary bankruptcy, insolvency, the appointment of a receiver, custodian, trustee or similar agent, or any other similar proceeding.

Upon expiration or termination, any and all licenses granted hereunder shall immediately terminate. Within thirty (30) days or expiration or termination, each party shall return or certify the destruction of, as directed by the other party, such other party's Confidential Information and Marks.

## GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Virginia.

## WHY BECOME A SMACNA ASSOCIATE MEMBER?

### READ WHAT ONE OF OUR CURRENT PREMIER PARTNERS HAS TO SAY:

"Partnering with SMACNA has been like joining a family. It gave us the ability to interact directly with SMACNA members, and has been one of the best business decisions our company ever made."

**-Mike Bailey**  
**Sr. Vice President, Sales**  
**Mestek Machinery**

