



**SOCIETY FOR THE PRESERVATION AND ENCOURAGEMENT  
OF BARBER SHOP QUARTET SINGING IN AMERICA**

INCORPORATED

April 16, 2001

James Ackles  
120 Charles Court  
Buchanan, MI 49107

Dear Jim,

Enclosed are the signed chapter copy of the Chapter Agreement and a copy of the incorporation documents for chapter records.

Thanks for following up and getting this important work completed.

My best wishes for your every success.

Everett B. Nau, Managing Director  
Membership Development

file

# Chapter Agreement

THIS AGREEMENT is entered into this 23<sup>rd</sup> day of March, 2001, between the Society for the Preservation and Encouragement of Barber Shop Quartet Singing in America, Inc., a non-profit corporation organized and existing under the laws of the State of Wisconsin (the "Society"), and Michigan Metro Chapter, SPEBSQSA, Inc., a non-profit corporation organized and existing under the laws of the State/Province of Michigan (the "Chapter").

## WITNESSETH:

WHEREAS, the Society has been duly organized and incorporated to promote and protect its name, organization and purposes; and

WHEREAS, the Chapter has been duly organized and incorporated in its name, with the consent of the Society, to further the purposes of the Society; and

WHEREAS, the Society's consent to the incorporation of the Chapter and to the Chapter's use of the Society's name, initials, emblem, logo, motto or other proprietary materials was conditioned upon the Chapter and its members agreeing to observe and be bound by the bylaws, codes, regulations, statements of policy or other governing documents promulgated by the Society for the conduct of the affairs of the Society, its chapters and members (hereinafter collectively referred to as the "Society Governing Documents"), as now or hereafter enacted or amended; and

WHEREAS, the members of the Chapter have authorized and directed the Chapter to enter into this Agreement with the Society;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the Chapter and the Society agree as follows:

1. The Chapter is affiliated with the Society as, and shall have the right to operate and hold itself out as a constituent chapter of the Society. The Chapter and its members are bound by, and at all times shall fully recognize, abide by, and observe the provisions of all Society Governing Documents as now or hereafter enacted or amended.
2. The Chapter acknowledges and agrees that the name, initials, emblem, logo, motto, and organizational and operational materials of the Society are the exclusive property of the Society, and that the use thereof by the Chapter is subject to the permission and consent of the Society. The Society hereby grants the Chapter permission to use the same in connection with the

operation of the Chapter and the furtherance of the purposes of the Chapter and the Society; provided, however, that such permission shall be effective only so long as the Chapter remains in good standing with the Society by fulfilling all of the Chapter's undertakings and obligations to the Society, as provided in the Society Governing Documents or otherwise.

3. The Chapter agrees that upon suspension or revocation of the Chapter's charter from the Society, or upon dissolution or discontinuance of the Chapter's corporate existence, for any reason, all rights, privileges and permissions granted to the Chapter under this Agreement, under the Society Governing Documents, or otherwise, shall immediately terminate without further notice, the same being hereby waived. In the event of such termination the Chapter shall, if its corporate existence shall not have terminated, immediately cause its name and organization to be changed so as to delete any reference to, or implication of affiliation with, the Society.

4. The Chapter agrees that no change in its name or purposes, and no amendment to its articles of incorporation, bylaws, or regulations shall be made without the prior consent of the Society, as provided for in the Society Governing Documents.

5. The Chapter and the Society are separate legal entities. The Chapter expressly acknowledges and agrees that neither it, nor any member of the Chapter, shall have the right or authority to incur any obligations in the name or on behalf of the Society, or otherwise to take any action to bind the Society; and the Society shall not be responsible or liable for any debts, obligations or other liabilities incurred by the Chapter in the Chapter's name, or otherwise.

6. This Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the Chapter and the Society; provided, however, that the Chapter shall have no right to assign or otherwise transfer its rights under this Agreement. This Agreement may be amended only by a written instrument making specific reference to this Agreement, and executed by both the Chapter and the Society.

IN WITNESS WHEREOF, the Chapter and the Society have duly executed and delivered this agreement effective as of the day and year first above written.

Michiana McRae Chapter, SPEBSQSA, Inc.

SPEBSQSA, Inc.

By: Jay B. Wort  
President

By: Chuck Watson  
President

Attest: Jennifer Ackles  
Secretary

Attest: Carl [Signature]  
Executive Director and Secretary

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