

**NOMAS Chapter
Licensing Agreement**

Date: _____

1. Terms and Conditions

a. This document shall serve as the exclusive and total agreement between NOMAS and the Chapter.

b. This agreement shall become effective upon:

1). NOMAS receipt of the Chapter Application, this signed and dated Licensing Agreement.

2). The opening of the new chapter bank account will be coordinated by the branch in Denver, CO. As the local Chapter Coordinator, you will obtain the address and bank number of the closest local branch and enter that information to the Colorado branch that will work with your local, specified branch to open the account. Signors on the bank account will include an authorized officer of NOMAS and the new Chapter Coordinator.

3). Applicant will receive a letter of acknowledgment and Greeting Package that will provide detailed guidelines on how to start and operate the chapter. (Note: NOMAS reserves the right to reject the application, in which case an explanatory letter will be mailed and/or e-mailed back to the applicant.)

4). NOMAS chapters will choose to operate as nonprofit entities utilizing the FEIN number of NOMAS which is _____. Bank accounts will be opened under this same FEIN number; OR, Sign a Fiscal Sponsorship Agreement with a Pre-Approved Affiliate Organization (Fiscal Sponsorship Agreement to be drawn up by Affiliate Organization and approved by NOMAS Board); OR, Obtain individual Non-Profit Standing.

2. Other chapter requirements:

a. This agreement shall remain in force for a one year period through December 31 of each year and be automatically renewed unless either party wishes to cancel for any reason. In such case, a properly signed and dated letter delivered into the hands of either party no later than 30 days prior to the end of the calendar year would suffice. At such time the chapter would need to complete and submit a Financial Activity Report that reflects both transactions and the beginning and ending balances in the local checking account. Funds in the local checking account whose balance must agree with that reflected in the Financial Activity Report must remain in place until NOMAS closes the account.

b. In the event that either party fails to perform as required by this agreement, the party being offended may submit a letter of notice to cancel this agreement, which then becomes effective 30 days after receipt. (Note: If performance issues are related to a failure to properly handle funds or failure to deliver promises to community members, then the Letter of Notice to cancel the agreement would be effective immediately on receipt.)

c. The chapter will make its best efforts to achieve the Principles and Tenets of NOMAS.

d. Failure to comply with any of the terms and conditions noted above may result in the cancellation of the chapter's license to operate a NOMAS chapter.

3. In exchange for the above rights, the Chapter agrees to:

- a.** Complete the NOMAS Chapter Application to become a chapter. Choose Fiscal Structure and receive approval by NOMAS.
- b.** Print out, complete, sign and date the license agreement.
- c.** Forward the licensing agreement to: Moshe Rozdzial 3500 E. 17th Ave, Denver, CO 80206.
- d.** Implement the chapter as set out in the Greeting Letter and on the NOMAS WEB Site under the Chapter Toolkit guidelines.
- e.** Complete Affiliate Organization Agreement and submit for approval.
- f.** Submit the annual Financial Activity Report to NOMAS within 30 days after the end of the year, but no later than January 31. The Report will include the beginning balance in checking account (start of year or account), the annual revenue obtained, the annual expenses paid and the ending balance in checking account.
- g.** Fully adhere to the terms and conditions of this licensing agreement.

4. In exchange for the completion and submission of the Chapter Application and the signed and dated Licensing Agreement as noted above, NOMAS hereby grants to Chapter, the right to:

- a.** Establish a NOMAS chapter in their community.
- b.** Establish and operate your chapter within the zip codes specified in your application to ensure that there are adequate resources necessary to achieve the principles and tenets of NOMAS and the aforementioned Affiliate Organization Agreement.
- c.** Establish a chapter checking account in accordance with the provisions noted above.
- d.** To name your chapter, use the full name of “NOMAS” followed by the grantees’ county, city name, state name, i.e.: NOMAS, Boston, MA.
- e.** Utilize the NOMAS logo in all advertising and promotional materials.
- f.** Make full use of the NOMAS national WEB site (both unrestricted and restricted content).
- g.** As announced, attend the National NOMAS Conference to exchange chapter experiences and gain additional education and training (Note: Chapters will be responsible for their own transportation, lodging and most meals).
- k.** Receive newsletter(s) as they are issued.
- l.** Receive bulletins as necessary, noting operational changes and new opportunities for chapters in the areas of community partnering, fund raising, volunteer recruitment, training and retention and Board/Council development.

Chapter Coordinator Signature: _____

Date: _____ Name (please print): _____

NOMAS Chair Signature: _____ Date: _____

NOMAS Co-Chair Signature: _____ Date: _____

Names of Additional Required NOMAS Members and date of membership:

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____