

AFFILIATION AGREEMENT FOR LOCAL AERIES
OF
THE FRATERNAL ORDER OF EAGLES

This Agreement is between the Grand Aerie, Fraternal Order of Eagles, a nonprofit IRC Section 501(c)(8) Washington corporation, (“Grand Aerie”) and Local Aerie # _____ (“Local Aerie”).

In consideration of the mutual benefits to the respective parties, the Grand Aerie and the Local Aerie agree to the terms set forth below.

IT IS AGREED:

1. ACKNOWLEDGEMENTS AND AFFILIATION.

(a) Grand Aerie and Local Aerie expressly acknowledge that they are, intended to remain, separate and autonomous legal entities that are individually operated and Grand Aerie’s relationship is based on contract and Local Aerie is not an operationally controlled entity nor is its daily governance and decision making controlled by Grand Aerie. Local Aerie’s Board of Trustees exercises its fiduciary duty in governing the organization and its actions and its employees and receivers are the sole responsibility of the Local Aerie. The parties acknowledge this Agreement was negotiated and entered into at arms-length.

(b) Grand Aerie and Local Aerie agree to affiliate with each other pursuant to this Agreement to mutually assist each other in matters of common interest and value and the Grand Aerie and Local Aerie agree they will use their best efforts to cooperate in the fulfillment of this Agreement as described below.

2. AGREEMENT

(a) **THE GRAND AERIE AGREES:**

1. To provide for the enactment, promulgation, amendment or repeal of a Constitution, Statutes, Laws, Rituals, and Rules and Regulations for the governance of the Grand Aerie, its subordinate units, including Local Aeries.

2. To recognize the autonomy of the Local Aerie and its general jurisdiction over its members, and its power and authority to conduct the business of the Local Aerie, not in conflict with the Laws of the Order.
3. To assist Local Aeries with such activities as deemed appropriate by the Grand Aerie.
4. To develop membership programs for the purpose of assisting Local Aeries in maintaining and increasing the membership of the Order.
5. To issue and to provide for the suspension, revocation, or reinstatement of the Charter of the Local Aerie.
6. To perform tasks necessary and incident to the development, progress, growth and welfare of the Grand Aerie, its subordinate units, including Local Aeries, as may generally be performed by a fraternal benefit society.

(b) **THE LOCAL AERIE AGREES:**

1. To operate in conformity with and incorporate into the bylaws of the Local Aerie as controlling, the Articles of Incorporation, Constitution, and Statutes of the Fraternal Order of Eagles, as from time to time amended.
2. To operate at all times in conformity with all applicable federal, state, and local laws, regulations and ordinances.
3. To comply with membership reporting requirements established by the Grand Aerie, including but not limited to subscription to and use of the Membership Management System (MMS) for tracking and processing all membership information.
4. To submit any and all documents to the Grand Aerie pursuant the Constitution and Statutes of the Fraternal Order of Eagles including but not limited to House Rules, bylaws and proposed amendments to the Office of the Grand Secretary for approval. As well as any adverse notices or other correspondence received from any governmental agency.
5. To follow the provisions of the Constitution and Statutes Section 39.6 pertaining to dissolution, and that the Grand Aerie may suspend its charter and assign a receiver to oversee the affairs of the Local Aerie and that the receiver shall have power with regard to the Local Aerie the same as outlined in Section 39.3.

6. Annually, on the first day of business, the Local Aerie shall submit all documents required by the Grand Aerie Constitution and Statutes of the Fraternal Order of Eagles including but not limited to the following:

- (1) Annual federal tax return Form 990, or equivalent;
- (2) Any changes to Local Aerie's bylaws, house rules or governing documents, articles of incorporation;
- (3) Names and contact information of Local Aerie officers and trustee;
- (4) Names of committee members as required by Constitution and Statutes;
- (5) Local Aerie Auditor's Report;
- (6) Copy of current insurance policies; and
- (7) Any other information that has been requested in writing.

7. Prior to any name or affiliation change or transfer of assets, the Local Aerie shall seek prior written authorization from the Grand Aerie Board of Grand Trustees.

8. To fully maintain adequate insurance coverage, naming the Grand Aerie as an additional insured and third party beneficiary, as required in the Laws of the Order, including but not limited to general liability insurance and liquor liability insurance. Liquor liability insurance is required to be obtained in all states that have liquor liability laws.

9. To incorporate, and comply with the requirements set forth in the Laws of the Order, as well as federal, state and local laws.

10. To maintain the books, accounts, receipts and records of the Local Aerie in the form prescribed by the Grand Aerie, as per Section 85.2 of the Constitution and Statutes of the Fraternal Order of Eagles.

11. When requested by the Grand Aerie, to provide the Grand Aerie with any and all further assurances of compliance with, adherence to, or activity involving this Agreement, Grand Aerie Constitution and Statutes, or the principles and governing mission of the Grand Aerie.

12. To remise, release, waive and forever discharge the Grand Aerie, its officers, directors, employees, representatives, members, assigns, from all liability, claims, demands, damages, expenses, actions or causes of action, and hold the Grand Aerie harmless from any actions resulting from the performance, nonperformance of this Agreement and the relationship resulting there from.

13. To indemnify, save and hold harmless Grand Aerie, its subsidiaries, affiliates, related entities,

partners, representatives, officers, trustees, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act of omission by Local Aerie or any of its subsidiaries, affiliates, related entities, partners, officers, trustees, employees, members, shareholders or receivers, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Local Aerie in this Agreement. This indemnity shall require Local Aerie to provide payment to Grand Aerie of costs and expenses as they occur. Local Aerie shall promptly notify Grand Aerie upon receipt of any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

14. To use its best efforts to ensure that its leadership receives training and education on issues relevant to the Local Aerie including, but not limited to: corporate and tax law, governance, risk management, fiduciary duty and the Constitution and Statutes and regulations of the Grand Aerie. Further agrees not to bring suit or legal action against the Grand Aerie for any past, present, or future claims.

15. To insure that any and all auxiliaries, affiliates, or subgroups otherwise associated with the Local Aerie (including but not limited to: Clubs, sports teams, ritual teams, Eagle Riders, Past Presidents, REAC, Under 35 Club, and Junior Order of Eagles) are notified of these obligations, and separately agree to these terms, naming the Grand Aerie as a third party to the agreement.

16. The Local Aerie further agrees to submit to the authority of the Grand Worthy President or any receiver appointed pursuant to 39.4 of the Constitution and Statutes of the Fraternal Order of Eagles or deputy duly appointed to act on the Grand Worthy President's behalf and comply with the provisions 39.4 of the Constitution and Statutes of the Fraternal Order of Eagles as from time to time amended.

17. The Local Aerie also agrees to all the terms and conditions of Section 39.6 and 124.1 of the Constitution and Statutes of the Fraternal Order of Eagles as from time to time amended.

18. To allow Receiver access to financial account information pursuant to the receiver's authority granted in the Constitution and Statutes

19. Non-Profit Status. Aerie at all times shall remain in good standing as a non-profit entity in the jurisdiction of its incorporation and otherwise in accordance with the laws of the state. Aerie shall advise Grand Aerie within thirty (30) days if its status as a nonprofit entity changes.

20. No Authority to Act for Grand Aerie. Aerie shall not hold itself out as a receiver or representative of, permit its employees and representatives to speak or act on behalf of or purport to speak or act on behalf of Grand Aerie, including but not limited to making statements that purport to be official positions of Grand Aerie.

(c) **THE GRAND AERIE AND THE LOCAL AERIE JOINTLY AGREE:**

1. The parties acknowledge that they are separate and autonomous legal entities, and that the Local Aerie is not operationally controlled in its daily governance and decision making by the Grand Aerie.

2. The parties agree that the relationship of the Grand Aerie and the Local Aerie is not intended to create an agency relationship of any kind, and both agree not to contract any obligation in the name of the other, or to use each other's credit in conducting any activities under this Agreement.

3. The Grand Aerie grants to the Local Aerie a license to use the registered marks of the Grand Aerie under the following:

(a) In general. Grand Aerie licenses Local Aerie to use its name and logo, as an official Aerie, during the term of this Agreement, in connection with Local Aeries activities to promote the common mission. In order to protect the good name and integrity of Grand Aerie, Grand Aerie retains the right to review and approve all uses of said name and marks in advance, but will not unreasonably withhold its approval.

(b) Acknowledgement. Local Aerie acknowledges that Grand Aerie is the lawful owner of the name, "Fraternal Order of Eagles" and the acronym "FOE" and its associated trademarks used in its business, and Local Aerie agrees that it will take no action inconsistent with Grand Aerie's ownership of its name, and the acronyms and trademarks.

4. By executing this Agreement, neither the Grand Aerie nor the Local Aerie waives any constitutional, statutory, or common law defenses.

5. This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the State of Ohio and the parties both consent to the jurisdiction (personal) of Ohio. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorney's fees.

6. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

3. TERM OF AGREEMENT AND TERMINATION

1. This Agreement shall expire May 31, 2027.
2. If this Agreement is terminated by The Grand Aerie for Cause, or if Local Aerie attempts to terminate this Agreement without cause or for convenience, the parties acknowledge that actual damages hereunder are difficult, if not impossible, to ascertain, and the parties agree, and acknowledge as reasonable, that the Grand Aerie shall have right to pursue all its rights as specified in the Constitution and Statutes of the Fraternal Order of Eagles
3. Termination of Prior Agreement. This Agreement terminates and replaces any and Prior Agreements.

4. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes any prior agreement and all other prior or contemporaneous communications, representation, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.

(a) **Amendment**. This Agreement may not be amended except by a written instrument signed by both parties which states that it is an amendment to this Agreement.

5. SEVERABILITY

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

6. COUNTERPARTS

This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same Agreement.

This Agreement was adopted at a duly convened meeting of the Local Aerie held on the _____ day of _____, 2022.

GRAND AERIE:

LOCAL AERIE # _____:

Signature of Authorized Official and Title

Signature of Worthy President Date

Date _____

Signature of Secretary Date