



Hospitality **Financial and**
Technology **Professionals**

**Chapter Affiliation
Agreement**

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HFTP CHAPTER AFFILIATION AGREEMENT

Acknowledgement Receipt

I have received my copy of the Hospitality Financial and Technology Professionals Chapter Affiliation Agreement. It is my responsibility to read and understand the matters set forth in this agreement. It is also my responsibility to manage the chapter in accordance with these policies and procedures.

I understand that no statement contained in this agreement creates any guarantee of continued affiliation or creates any obligation, contractual or otherwise, on the part of the Hospitality Financial and Technology Professionals. I will rely on any promises, statements or representations to the contrary only if they are in writing and signed by an authorized global representative of Hospitality Financial and Technology Professionals.

I understand and acknowledge that Hospitality Financial and Technology Professionals has the right, without prior notice, to modify, amend or terminate policies, practices, and other institutional programs within the limits and requirements imposed by law.

CHAPTER ATTEST

BY: _____ Chapter

Chapter Officer Name/Title (please print)

Chapter Officer Name/Title (please print)

Chapter Officer Signature

Chapter Officer Signature

HFTP

HFTP Chief Executive Officer

Date:

HFTP CHAPTER AFFILIATION CHECKLIST

Your Chapter must complete the following yearly requirements in order to maintain its affiliated status. A copy of this checklist must be submitted annually with all completed yearly affiliation requirements by December 31.

Mandatory Documentation

- Yes, enclosed are signed copies of our Chapter Affiliation Agreement Acknowledgement Receipt, Chapter Affiliation Checklist and Chapter Funding Checklist.
- Yes, enclosed is a copy of our Chapter Management Plan
- Yes, enclosed is a copy of our Chapter Fiscal Year Financial Report
- Yes, enclosed is a copy of our most updated Chapter Bylaws

Tax-Exempt Status (Check One)

- Yes, our Chapter's filed 990/990 N (e-postcard) with the IRS and tax exempt status remains in good standing
- Yes, our Chapter's tax-exempt status remains in good standing; our Chapter participates in the HFTP Global Group Exemption
- This is not applicable; our Chapter is a non-domestic (international) Chapter

Insurance (Check One)

- Yes, our Chapter currently has director and officer's liability insurance coverage. Enclosed are copies of our insurance certificate.
- Yes, our Chapter currently has general liability insurance coverage. Enclosed are copies of our insurance certificate.
- No, our Chapter does not have insurance

Financial Information (Check One)

- Yes, our Chapter has less than \$50,000 in gross annual receipts.. Enclosed is a copy of our most recently filed 990/990N-tax form. It has been submitted to the IRS
- Yes, our Chapter has more than \$50,000 in gross annual receipts. Enclosed is a copy of our most recently filed 990-tax form. It has been submitted to the IRS

BY: _____ Chapter

Chapter Officer Name/Title (please print)

Chapter Officer Name/Title (please print)

Chapter Officer Signature

Chapter Officer Signature

HFTP CHAPTER FUNDING CHECKLIST

HFTP Chapters will receive funding based on three categories as identified by the HFTP Board of Directors in the Chapter Funding Policy. Utilize the checklist below to indicate the category that best describes your chapter. A copy of this checklist must be submitted with all completed yearly affiliation requirements by December 31st

Fully Funded Chapter

- Yes, our Chapter leader(s) participated in at least two (2) Chapter Leader Webinar Series.
Check one: live Chapter Leader Webinar Series viewed recordings
- Yes, our Chapter held at least two of four required educational meetings face-to-face and they were publicly announced and published no later than 30 days in advance of the meeting date
- Yes, our Chapter maintained an operating chapter reserve not to exceed one year of operating expenses. All special reserves have been designated in a separate line item, have been approved in advance, and have been reported to HFTP Global annually. (Please attach acknowledgment.)
- Yes, our Chapter has met all standards as stated in the HFTP Chapter Affiliation Agreement, including all of the criteria checked above.

Partially Funded Chapter

- Yes, our chapter has met all of the standards as stated in the HFTP Chapter Affiliation Agreement, BUT has not met one or more of the following criteria checked below:
- No, our chapter did not participated in at least two (2) Chapter Leader Webinar Series
- No, our Chapter did not have at least two of four required educational meetings face-to-face, publicly announced and published no later than 30 days in advance of the meeting date
- No, our Chapter did not maintain an operating chapter reserve not to exceed one-year operating expenses, or did not designate special reserves in a separate line item, or did not get special reserves approved in advance, or failed to report special reserves to HFTP Global annually

Funding Classification (Check One)

For funding purposes, our Chapter is classified as a:

- Fully Funded Chapter
- Partially Funded Chapter
- Neither, our chapter is a Probationary Chapter

BY: _____ Chapter

Chapter Officer Name/Title (please print)

Chapter Officer Name/Title (please print)

Chapter Officer Signature

Chapter Officer Signature

Chapter Affiliation Agreement

THIS AFFILIATION AGREEMENT is made this ____ day of ____, 20____, by and between Hospitality Financial and Technology Professionals, a not-for-profit corporation (HFTP) and _____ Chapter, a not-for-profit corporation (hereinafter referred to as Chapter). In consideration of the mutual promises and commitment both parties hereby agree as follows:

I) PURPOSE

A. Purpose of Agreement is to:

- Have an effective international and Chapter network of trained volunteers that vigorously represent the profession in the areas of education, public relations, membership recruitment, and retention.
- Support both HFTP and Chapter in their activities and programs to benefit members and the hospitality financial and technology professions.
- To enhance the practice of professional hospitality accounting, financial management, technology management, and hospitality information processing. *HFTP Bylaws Article II, Section 2.1*
- To further the contributions of each member to the hospitality industry through professional development. *HFTP Bylaws Article II, Section 2.2*
- To provide an interchange of information and ideas between members and also other related professional and trade associations. *HFTP Bylaws Article II, Section 2.3*
- To emphasize each member's responsibilities for planning as well as implementation of hospitality accounting, financial management, technology management, and hospitality information processing programs. *HFTP Bylaws Article 2, Section 2.4*
- To provide leadership in the establishment and enhancement of hospitality accounting, financial management, and information processing practices and standards. *HFTP Bylaws Article II, Section 2.5*
- To provide leadership in education and professional development, focusing on management skills as well as technical expertise. *HFTP Bylaws Article II, Section 2.6*
- To further the ethical standards of the hospitality accounting, financial management, and hospitality technology profession. *HFTP Bylaws, Article II, Section 2.8*
- To further contribute and enhance such other functions as may properly come within the scope of this professional Association. *HFTP Bylaws, Article II, Section 2.9*

Chapter Affiliation Agreement

B. Rules of Affiliation (CP-22)

Chapter is affiliated with HFTP and shall operate in accordance with their Chapter bylaws and HFTP Global standards as outlined in this document. Both parties shall operate and conduct its business and affairs in accordance with the generally accepted principles of not-for-profit organizations. Chapter affairs are to be managed by elected officers and directors.

II) TERM

A. Term of Agreement

This agreement shall supersede any prior understandings and agreements between Chapter and HFTP and shall expire October 31, ____.

III) PRIVILEGES OF AFFILIATED STATUS:

A. Promotion and Logos (CP-30)

It is the policy of the Board that HFTP chapters may identify themselves as such on circulars, brochures and promotional materials related to solicitation of members, continuing education programs, or other programs or materials.

Chapters that use HFTP logo(s) must primarily use their HFTP Chapter logo (personalized chapter logo which has written HFTP at the top and the chapter name below). If the chapter is using the general HFTP logo (HFTP at top, full name spelled out below), they must include their chapter name preceding or following the logo(s). HFTP and chapters hold federal income tax exemptions under section 501(c) (6) of the IRS code. In order to maintain this exemption, chapters must avoid advertising, making recommendations, or publicizing for individuals or companies. Chapters may not render services or offer benefits to individuals or companies that are not available to all members.

Guidelines for HFTP Logo(s) Use:

- HFTP logo(s) are registered service marks and should not be used to suggest that HFTP endorses an organization's products or services in any way.
- Requests for the use of HFTP logo(s) must be submitted in writing and the use of the logos must be defined.
- With the exception of HFTP chapters, HFTP logo(s) should not be used on letterhead, brochures, advertisements, flyers, direct mail pieces, reports, books, handouts, web sites, PowerPoint presentations, or other items used to identify an organization.

Chapter Affiliation Agreement

- Organizations with affiliation to HFTP (employees who are members) may request an “HFTP Member” or “HFTP Allied Member” logo directly from HFTP Global to use.
- The HFTP logos may not be used for any commercial purpose unless approved specifically by HFTP in writing.
- Any member or chapters of the Association in good standing may use the HFTP logos.
- The use of the HFTP logos by any member or chapter of the Association in good standing, is authorized for the members' business cards, stationery and envelopes where the member's name is imprinted on the paper not merely typed. Individual members in good standing may also request the “HFTP member” logo from the HFTP Global office.
- The HFTP logos must not be used in such a way as to represent approval by HFTP of the content of circulars, brochures, and other such promotional materials without prior written permission of the Association. A copy of the proposed material showing the use of the logo must accompany all requests for permission.
- Members and chapters may not adopt, publicize, promote or otherwise convey any policy or principle in the name of HFTP which has not been officially adopted by the Association.
- Use of the HFTP logos shall be in good taste and within acceptable business practices as determined by HFTP. HFTP reserves the right to limit or revoke the use of the logo by members and chapters, if warranted.
- Logo use must retain the following style: A combination of blue (**Pantone 306**), gray (Pantone 431), **green (Pantone 357)** and **orange (Pantone 158)**, or all black or all white. The font used in the logo the Eurostile font family.
- Logos may not be graphically adjusted or added to, and must be used as outlined by HFTP Global.

B. Member Lists (CP-29)

Chapter officers shall be provided with access to chapter member roster reports including chapter membership rosters, chapter payment reports and names and addresses of potential HFTP members.

Chapter Affiliation Agreement

IV)Chapter Funding (CP-25)

For funding purposes, the Board will identify chapters into three categories: Fully Funded Chapters, Partially Funded Chapters and Probationary Chapters.

A. Annual Affiliation Fee

The HFTP Board of Directors determines the annual affiliation fee each chapter will receive per member. No later than July 1st, chapters will receive an estimate of the amount of the annual affiliation fee and additional funding they may be eligible to receive the following year. Chapter membership counts for additional funding purposes shall be determined January 31st. Chapter funding will be distributed in February. There will be no restrictions on the use of funds provided to chapters, unless a chapter is on probation.

B. Fully Funded Chapters

Fully Funded Chapters are chapters that have met all standards as stated in the HFTP Chapter Affiliation Agreement, including the following criteria:

- Attendance (by at least one chapter representative) to participate in at least two (2) Chapter Leader Webinar Series. A representative may attend the live webinar or view recordings.
- Chapters must have at least two of four required educational meetings face-to-face, publicly announced and published no later than 30 days in advance of the meeting date.
- Chapter Reserves: It is the policy of the Board that chapters must maintain an operating chapter reserve not to exceed one-year of operating expenses. Special reserves for such items as scholarships, endowments, charity events, regional conferences, community fund raising, and other chapter identified initiatives must be designated in a separate line item. Special reserves must be approved in advance in writing and reported annually to HFTP Global.

Fully Funded Chapters will receive \$500 USD annually, plus an Annual Affiliation Fee per member (see chart below). Per member funding will occur as members join or renew. In the event a member chooses to affiliate with more than one chapter the additional affiliation fee will be paid to the applicable chapter as members join or renew.

Member Dues Paid Amount	Country Category	Affiliation Fee Paid To Chapter Per Member
\$415USD	4	\$70USD
\$210USD	select category 4	\$35USD
\$175USD	3	\$25USD
\$150USD	1 and 2	\$20USD

Chapter Affiliation Agreement

Global Pricing: HFTP offers reduced dues rates for some countries, excluding the US and Canada. Please review the dues pricing found on the membership application for further information. Contact HFTP office for global pricing rates.

Fully Funded Chapters will also receive additional funding based on the chapter membership counts as follows:

- With less than or equal to 30 members, an additional \$1,000 funding
- With greater than 30 and less than or equal to 50 members, an additional \$1,500 funding
- With 51-75 members, an additional \$2,000 funding
- With 76-100 members, an additional \$2,500 funding
- With 101-125 members, an additional \$3,000 funding
- With 126-150 members, an additional \$3,500 funding
- Chapters will receive \$500 for every increment of 25 members thereafter.

C. Partially Funded Chapters

Partially Funded Chapters are chapters that have met all of the standards as stated in the HFTP Chapter Affiliation Agreement EXCEPT one or more of the following criteria:

- Attendance (by at least one chapter representative) to participate in at least two (2) Chapter Leader Webinar Series. A representative may attend the live webinar or view recordings.
- Chapters must have at least two of four required educational meetings face-to-face, publicly announced and published no later than 30 days in advance of the meeting date.
- Chapter Reserves: It is the policy of the Board that chapters must maintain an operating chapter reserve not to exceed one year of operating expenses. Special reserves for such items as scholarships, endowments, charity events, regional conferences, community fund raising, and other chapter identified initiatives must be designated in a separate line item. Special reserves must be approved in advance in writing and reported annually to HFTP Global.

Partially Funded Chapters will receive \$500 USD annually, plus an Annual Affiliation Fee per member (see chart below). Per member funding will occur as members join or renew. In the event a member chooses to affiliate with more than one chapter the additional affiliation fee will be paid to the applicable chapter as members join or renew.

Chapter Affiliation Agreement

Member Dues Paid Amount	Country Category	Affiliation Fee Paid To Chapter Per Member
\$415USD	4	\$70USD
\$210USD	select category 4	\$35USD
\$175USD	3	\$25USD
\$150USD	1 and 2	\$20USD

Global Pricing: HFTP offers reduced dues rates for some countries, excluding the US and Canada. Please review the dues pricing found on the membership application for further information. Contact HFTP office for global pricing rates.

D. Probationary Chapters

Probationary Chapters are chapters that have been placed on probation according to HFTP policies. Probationary Chapters working with the global office may receive funds upon authorization from the HFTP Executive Committee. These funds will be used for reorganization mailing and meeting expenses.

E. Additional Funding Appeals Process

No later than January 31st, all chapters will be notified of their funding. “Partially Funded Chapters” or “Probationary Chapters” may submit appeals if they do not qualify for full funding. Appeals must be signed by two chapter officers and submitted to HFTP global office by March 1st. The HFTP Executive Committee will review the appeals for “Partially Funded Chapters” or “Probationary Chapters” that wish to receive full funding. After reviewing the appeals request, the HFTP Executive Committee will notify the chapter in writing regarding the decision made. Notification will be sent no later than 60 days after the appeal was submitted.

F. HFTP Emergency Chapter Fund (CP-31) - CLOSED

The purpose of the HFTP Emergency Chapter fund is to financially assist HFTP Fully Funded and Partially Funded Chapters that may experience financial difficulties as a result of the new global dues structure that went into effect November 1, 2005.

Application Process

HFTP Fully Funded and Partially Funded Chapters that wish to receive the HFTP Emergency Chapter Fund must submit a written request to the HFTP Executive Committee for review.

Requests for the HFTP Emergency Chapter Fund must include:

- Copies of the chapter financial statements for the past three years
- Copies of the chapter bank statements for the past year
- The total amount of the request for the HFTP Emergency Chapter Fund and a proposed budget for use of the funds.

Chapter Affiliation Agreement

- Copies of the chapter operating budgets (proposed, current and previous year)

The request must be signed by two chapter officers and submitted to the HFTP global office.

The HFTP Emergency Chapter Fund is not available to provide a subsidy to support a chapter's meal program.

Qualifications for Use of Funds

The HFTP Board of Directors determines the qualification for the use of the HFTP Emergency Chapter Fund, which includes but is not limited to:

- Attorney fees and damages
- Administrative and Governance expenses
- Accrued income taxes

V) AFFILIATE POLICIES AND STANDARDS

As an organization representing professionals working in hospitality financial and technology management, HFTP has developed a set of requirements that encourage Chapter excellence. These standards are set to insure all HFTP members receive a basic standard of service from a Chapter no matter where the Chapter is located. The requirements address three areas: Governance and Organization, Administration, and Programming and Education.

A. Governance & Organization

1. It is a policy of the Board that Chapters will operate within the policies and procedures of HFTP and the Chapter Affiliation Agreement as approved by the HFTP Board of Directors. (CP-15)
2. As described in Article III, Section 1 of the HFTP Bylaws, it is the policy of the Board that one Chapter affiliation is included in HFTP membership dues. Applicants have the option to select affiliation with an existing chapter of their choice. In the event that applicants do not indicate their chapter affiliation, the applicants will remain as undecided. (CP-11)
3. Chapter bylaws must be consistent with the global bylaws. The only exception is that each Chapter may choose in their bylaws to allow Industry and/or Allied members to vote and hold office at the Chapter level. A copy of the Chapter bylaws is to be submitted to the HFTP offices annually, and retained on file. Bylaws modifications should be sent to the HFTP office as applicable. In the event that Chapter bylaws are not consistent with the global office, those Chapters in non-compliance should be given a 30-day notice to comply (CP-04 & CP-05)

Chapter Affiliation Agreement

4. All Chapters shall be named “HFTP (specific geographic location/area) Chapter.” If a Chapter chooses a specific focus, the Chapter name shall reflect that focus. (CP-13)
5. Chapters must maintain the anniversary dues cycle and an election cycle consistent with the global office. (CP-10)
6. Chapters will establish officer and director positions to meet their needs. At minimum Chapters will have a president, vice president, and secretary/treasurer with responsibilities consistent with the HFTP global Bylaws. (CP-14)
7. All HFTP Chapters must have at least four board meetings annually. (CP-02)

B. Administration

1. The HFTP global office will process all new member applications and renewal notices. All membership dues payments are made in full to HFTP. (CP-08)
2. Chapters are responsible for billing and collecting additional Chapter contributions (i.e. meal plan, charity, and scholarship contributions). Billing members for meals as part of their membership dues jeopardizes the not-for-profit status of the Association. (CP-17)
3. It is a policy of the Board that when relocating Chapter affiliations, Chapter funding for the current year will not be transferred. (CP-20)
4. Chapters are responsible for their individual compliance with local and national corporate and tax laws. (CP-18)
5. Chapters will submit a Chapter Management Plan to the HFTP global office no later than **December 31** each year.
6. Chapters are required to establish committees to efficiently manage Chapter business. (CP-07)
7. Chapters are required to file quarterly reports with the HFTP global office for information to the Board of Directors. (CP-16)
8. HFTP Web Site is to be used solely for business and professional purposes. Therefore, Chapters and any others authorized to post information on it must adhere to generally accepted standards of proper conduct. Examples of subject matter prohibited include but are not limited to vulgarities, sexual language, references to sexual acts, price and expense information, and derogatory statements of any kind about a business or a person’s race, religion, national origin or sexual orientation. Care must also be exercised not to infringe copyrighted items or trade and service marks, or to post material that might be construed as an antitrust violation. HFTP reserves the right to impose appropriate sanctions should a violation occur. (CP-19)

Chapter Affiliation Agreement

C. Programming and Education

1. Chapters are expected to promote association membership through participation in at least one major recruitment campaign annually. (CP-12)
2. Chapters are encouraged to plan educational programs with each planned meeting; four educational programs are required annually. Two of four required educational meetings must be held face-to-face and publicly announced no later than 30 days in advance of the meeting date. When planning education, Chapters are encouraged to emphasize the varied interests of the membership (i.e., business type, position, etc). (CP-09)
3. Chapter events can be held only at scheduled times, as approved by the Executive Vice President/CEO, during the association's organized conference and/or social events. (CP-21)

D. Chapter Websites (CP-19)

It is a policy of the Board that Chapters websites will operate within the policies and procedures of HFTP and the Chapter Affiliation Agreement as approved by the HFTP Board of Directors. (CP-19)

1. Chapter Websites Hosted by HFTP: It is the policy of the Board that HFTP will provide chapters with website templates which may be used to create chapter websites. Chapter websites hosted by HFTP will be housed in HFTP's servers and will contain the domain www.hftp.org/chaptername. Chapter websites may be managed by the chapter leadership and/or if requested by HFTP staff. Each year, chapters must notify HFTP in writing by December 31 who will be managing the chapter website hosted by HFTP. It must be clear from looking at the chapter website that it represents a chapter of HFTP and that it is not the HFTP Global website. The chapter name indicating such affiliation and a link to www.hftp.org must be present on the home page of the chapter website. This avoids confusion for those who are attempting to find the main HFTP Global website. To protect the HFTP Brand, HFTP exercises the right to delete and/or update any information or image posted on an HFTP hosted chapter website it deems necessary to change for whatever reason. Examples include but are not limited to: out dated or incorrect information, derogatory comments, images, aligning with brand standards, or information that might be construed as antitrust violation. HFTP reserves the right to remove a chapter website link from the HFTP site at any time and for any reason whatsoever, without prior notice. HFTP reserves the right to redesign the chapter websites' design and operation.

Chapter Affiliation Agreement

2. Chapter Websites Hosted by Third Party: It is the policy of the Board that HFTP will authorize chapters to utilize third parties to create and host chapter websites. Chapters are responsible for all processes pertaining to chapter websites hosted by third parties. Examples include but are not limited to: third part negotiations, payments, contractual terms, and payments. It must be clear from looking at the chapter website that it represents a chapter of HFTP and that it is not the HFTP Global website. The chapter name indicating such affiliation and a link to www.hftp.org must be present on the home page of the chapter website. This avoids confusion for those who are attempting to find the main HFTP Global website. HFTP reserves the right to remove a chapter website link from the HFTP site at any time and for any reason whatsoever, without prior notice. Third party website administrators must comply with all of the provisions of the Chapter Website Policy CP-19.
3. Chapter Regional Websites Hosted by HFTP: It is the policy of the Board that HFTP will provide chapters with website templates for chapter regionals which may be used to create chapter regional websites. Chapter regional websites hosted by HFTP will be housed in HFTP's servers and will contain the domain www.hftp.org/chapterregionalname. Chapter regional websites may be managed by the chapter leadership and/or if requested by HFTP staff. Each year, chapters must notify HFTP in writing by December 31 who will be managing the chapter regional website hosted by HFTP. It must be clear from looking at the chapter regional website that it represents a chapter of HFTP and that it is not the HFTP Global website. The chapter name indicating such affiliation and a link to www.hftp.org must be present on the home page of the chapter website. This avoids confusion for those who are attempting to find the main HFTP Global website. To protect the HFTP Brand, HFTP exercises the right to delete and/or update any information or image posted on an HFTP hosted chapter regional website it deems necessary to change for whatever reason. Examples include but are not limited to: out dated or incorrect information, derogatory comments, images, aligning with brand standards, or information that might be construed as antitrust violation. HFTP reserves the right to remove a chapter regional website link from the HFTP site at any time and for any reason whatsoever, without prior notice. HFTP reserves the right to redesign the chapter regional websites' design and operation.

E. Chapter Email Accounts (CP-32)

It is the policy of the Board that HFTP Global will **not** provide chapters or chapter regionals with email accounts hosted by HFTP's domain.

Chapter Affiliation Agreement

Chapter Email Accounts Hosted by Third Party:

It is the policy of the Board that HFTP chapters must utilize third party domains to establish chapter email or chapter regional accounts through temporary domains that may offer email services.

- Chapters are responsible for all processes pertaining to chapter email accounts hosted by third parties. Examples include but are not limited to: third party negotiations, payments, contractual terms, and payments.
- It must be clear from looking at the chapter email account that the email represents a chapter of HFTP and that it is not an HFTP Global email account. The chapter name indicating such affiliation must be included in the email domain (e.g. *hftpchapter.org*, *hftpchapter.com* or *hftpchapterregional.org*, *hftpchapterregional.com*).
- Gmail accounts may also be used as an alternative.

VI) RESPONSIBILITIES

A. Separate Legal Entities (CP-27)

Chapters are and should maintain, separate existence as legal entities and shall not incur any liability, obligation or expense on behalf of HFTP global. Chapters and chapter members are prohibited from acting as agents or representatives of HFTP without express written authority. In furtherance of such intention and agreement, chapter hereby indemnifies and holds harmless HFTP its officers, directors and employees from and against any suit, claim, obligation, cost and expense which may be incurred by chapters and/or chapter officers, directors and employees which may arise by reason of any act or failure or omission to act or any agency relationship by chapters, chapter officers, directors or employees. Chapters are legal entities, which must not only observe all HFTP standards and procedures, but also discharge legal obligations incumbent upon any self-governing organization.

B. Self Governance

Chapter hereby understands and agrees that it (Chapter) is a legal entity which must not only observe all HFTP affiliated status obligations, but also discharge legal obligations incumbent upon any self-governing organization.

VII) PROBATION AND DISBANDMENT

A. Authority and Events

The affiliated status granted to Chapter and all of the rights and obligations created hereunder shall remain in full force and effect through the expiration of this agreement unless placed on probation or disbanded in accordance with the procedures set by the HFTP Board of Directors.

Chapter Affiliation Agreement

B. Chapter Mediation Procedures (CP-23)

1. The chapter liaison and director of member relations will coordinate a phone consultation. If deemed necessary the chapter liaison and director of member relations will schedule a visit to the area to talk with individual Chapter members and officers.
2. A written recommendation will be sent to the Executive Committee within two weeks of visit or consultation. The Executive Committee will then determine whether or not to proceed with probation or revocation of Chapter status.
3. The Chapter president will be officially notified via certified mail within thirty (30) days. The notice shall specify the conduct that is the subject of the request and shall specify the date the HFTP Board of Directors will meet to review.
 - a. If the Executive Committee determines to proceed with probationary status, the Chapter will be expected to operate under the Chapter Probation Policy guidelines. The Chapter president will be officially notified via certified mail that the Chapter has been placed on probation for a period of one year, effective the first business day of the following month, and must operate under the guidelines of a probationary Chapter.
 - b. If the Executive Committee determines not to proceed with probationary status, they may instead revoke the Chapter charter and disband the Chapter. At that time, any funds in the Chapter's treasury will be distributed to one or more regularly organized qualified charitable, educational, scientific, or philanthropic organization(s) or the HFTP Foundation as determined by the Chapter board of directors. If the Chapter does not have a board of directors in place, a majority vote of the Chapter membership will determine the distribution of the Chapter's treasury. The Chapter president will be notified via certified mail that the Chapter charter will be revoked effective the last day of the following month, and will no longer be a chartered Chapter of Hospitality Financial and Technology Professionals.

C. Grounds for Probation or Disbandment (CP-24)

HFTP shall have the right to place on probation or disband a Chapter if the Chapter fails to follow the Chapter Policies and Procedures as outlined in this document.

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D. Chapter Probation Procedures (CP-24)

A Chapter placed on probation will have a twelve-month period in which to re-establish and meet the Chapter standards as outlined in this document.

1. The Chapter president will maintain close contact with the chapter liaison and the director of member relations throughout the probationary period, and will send all Chapter correspondence to both staff members at the global office.
2. When a Chapter is put on probation HFTP will not relinquish funds to probationary Chapters. Chapters that are working with the global office to reorganize may receive Chapter funds upon recommendation from the Executive Vice President/CEO and authorization from the HFTP Executive Committee. If the Chapter is reorganized any Chapter Affiliation fees held at global will be used to assist the Chapter with a reorganization mailing and meeting expenses or will be deposited into the Chapters bank account.
3. The Chapter president must submit to the chapter liaison a Chapter Management Plan (CMP) for the first six months of the probationary period.
4. At the end of a six month period, the chapter liaison and director of member relations will evaluate the Chapter's progress. The Executive Committee will be notified of the results.
5. The Chapter president must submit to the chapter liaison a Chapter Management Plan for the remaining six months of the probationary period.
6. At the completion of the probationary period, the chapter liaison and director of member relations will perform a final evaluation and submit a report with recommendations to the Executive Committee. The Committee may recommend: (a) the Chapter's probation is to be lifted; (b) probationary status be extended for no more than one year; (c) that the Chapter be disbanded.

E. Disbandment (CP-24)

The Executive Committee may disband a Chapter. In the event that the Chapter is disbanded, the Chapter will cease to have the right to represent itself as an affiliated Chapter of HFTP and will lose all benefits and privileges provided therein. The evaluation criteria to be determined by the Executive Committee will include, but is not limited to: (a) membership retention and growth; (b) financial status; (c) frequency, attendance and programs of Chapter meetings; (d) leadership development; (e) Chapter Management Plan, (f) not meeting HFTP chapter standards as outlined in the Chapter Affiliation Agreement.

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In the event that a Chapter is disbanded, the funds held at the global office as well as monies in the Chapter treasury will be distributed to one or more regularly organized qualified charitable, educational, scientific, or philanthropic organization(s) or the HFTP Scholarship Fund as determined by the Chapter board of directors. If a Chapter does not have a board of directors in place, a majority vote of the Chapter membership will determine the distribution of the Chapter's treasury.

F. Reapplication

Any Chapter that has been disbanded may reapply for affiliated status one (1) year from the date of disbandment.

VIII) RECORD RETENTION:

A. Records Retention Requirements (CP-28)

All official chapter financial records, including financial statements, canceled checks, annual tax returns, tax correspondence, etc., should be retained for five years. Continuing education records should also be kept for five years. Chapter charter documents, bylaws, employer's ID number (EIN), group exemption number (GEN), chapter president highlight reports (if applicable), and other historical documents (e.g., minutes of board meetings, monthly newsletters, awards, etc. should be kept in permanent storage. All other chapter correspondence, program brochures, etc., need only be kept for two years. Records should be established and maintained in accordance with generally accepted accounting principles and in a manner that facilitates accurate and reliable financial and statistical reporting. If the chapter knows of pending litigation or if a government investigation has commenced the chapter must not destroy records.

IX) MISCELLANEOUS PROVISIONS

A. Confidentiality

HFTP will hold and will cause its officers, directors and employees to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of legal counsel, by other requirements of law or as necessary, all documents and information provided to HFTP as required by this agreement.

B. Severability

In the event any part of this agreement is found to be illegal, in violation of public policy, or otherwise unenforceable in law, such finding shall not invalidate any other part(s) of this agreement.

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C. Choice of Law

The parties acknowledge that this agreement shall be governed by and construed under the laws of the State of Texas.