

AFFILIATE
CHAMBER AGREEMENT BY AND BETWEEN WORCESTER
REGIONAL CHAMBER OF COMMERCE AND THE AUBURN CHAMBER OF
COMMERCE

WHEREAS, the Worcester Regional Chamber of Commerce ("Regional Chamber") enjoys a close working relationship with the Auburn Chamber of Commerce ("Auburn Chamber"), and,

WHEREAS, both the Regional Chamber and Auburn Chamber recognize that there are benefits to be derived to the region through the sharing of resources, programs, expertise, staff and experiences; and

WHEREAS, the Auburn Chamber is an affiliate of the Regional Chamber; and

WHEREAS, both the Regional Chamber and the Auburn Chamber are desirous of establishing a formal agreement which incorporates the terms and conditions of their business relationship; and

WHEREAS, both the Regional Chamber and the Auburn Chamber believe such a formal agreement would be in the best interest of both Chambers;

NOW THEREFORE, the Regional Chamber and the Auburn Chamber agree as follows:

The Auburn Chamber shall have the continuing and on-going benefit to participate without restriction in the following Regional Chamber and Auburn Chamber programs:

- a) Business Programs on timely subjects
- b) Back to Business Training Program
- c) Public Affairs/Legislative Updates and Legislative Liaison services provided by the Director of Public Policy and Government Affairs
- d) Director of Marketing and Communications Support Services
- e) Director of Administration and Finance Support Services
- f) Support to businesses related to local municipal issues
- g) Coordination of Business Advertising and Sponsorship Opportunities on the Auburn Chamber website, through Business Spotlight, the Business Showcase, listings on the Membership Directory, sponsorships for the Annual Scholarship Golf Tournament, Clean-Up Day and other activities listed under the Auburn Chamber calendar of events.
- h) Chamber Referral Group Program
- i) Coordination and assistance for networking programs such as Auburn Chamber breakfast meetings, the annual business meeting, business after hours, the Health Care Expo and the Worcester Chamber Business Expo, the Auburn Chamber Scholarship Golf Tournament, Town Clean-up Day and other programs which may be developed or introduced.

- j) Staff support through the Director of Affiliate Chambers to the Board of Directors at monthly meetings, functions and sub committee meetings such as School Business Partnership, Annual Scholarship Golf Tournament, Health Care Expo, Breakfast Meetings and Programs, Business Development Task Force and other meetings which may be held from time to time in the ordinary course of Chamber activities.
- k) Economic Development;
- l) Programs which may be initiated from time to time to meet changing needs or address new issues/requirements which may impact businesses generally or certain business sectors. It being the intention that as changes and regulations affecting businesses occur over time and as the Worcester Regional Chamber responds to those changes through the development of new programs, the Auburn Chamber would continue to have the benefit of participating in these new programs.

The Auburn Chamber shall have one seat on the Board of Directors of the Worcester Regional Chamber to be filled by the President of the Auburn Chamber or the President's designee.

The Regional Chamber shall collect all Auburn Chamber membership dues and retain eighty percent (80%) of the Auburn dues which shall be Auburn's payment for the cost of the services provided by the Regional Chamber. The Regional Chamber shall maintain the Auburn Chamber's "operations" checkbook and shall pay vendors, expenses, itself, and shall provide the Auburn Chamber's Treasurer with the 20% share of the Auburn Chamber dues. In addition, the Regional Chamber shall provide to the Auburn Chamber \$150.00 from dues collected from the Regional Chamber's business members which choose to add an Auburn Chamber Affiliation. A reconciliation for the Auburn Chamber dues shall be provided monthly.

The Regional Chamber shall also collect the attendance fees at the Auburn Chamber's breakfast meetings; the annual meeting; and Business After Hours, but not the Auburn Chamber's Scholarship Golf Tournament nor Health Care Expo. The Regional Chamber shall pay all vendors and expenses for these events. A financial report for the funds collected shall be provided to the Auburn Chamber within thirty (30) days of each event. At the close of the calendar year the Regional Chamber shall provide a reconciliation for all events and, if there is a net loss, the Auburn Chamber shall reimburse the Regional Chamber in the amount of the loss. If there is a net profit, the Regional Chamber will pay the Auburn Chamber in the amount of the net profit. The reconciliation and any payments due shall be made within 120 days of the end of each calendar year.

Event notices and brochures which are designed and printed in-house by the Regional Chamber and postage are included in the Auburn Chamber's payment for the cost of services.

The Auburn Chamber of Commerce shall maintain, independent of any control or oversight by the Worcester Regional Chamber, its own financial records and bank accounts for its Scholarship Golf Tournament, Health Care Expo, the 50-50 School

Partnership Raffle, and its 20% share of Auburn Chamber membership dues which are paid to the Auburn Chamber by the Regional Chamber. The Auburn Chamber shall be responsible for all financial transactions related to its Golf Tournament and Health Care Expo.

In consideration of the services to be provided to the Auburn Chamber by the Worcester Regional Chamber, the Auburn Chamber shall compensate the Worcester Regional Chamber in an amount equivalent to eighty (80) percent of the dues collected as Auburn Chamber Membership dues. That shall be the only compensation for services paid by the Auburn Chamber to the Worcester Regional Chamber. The balance of the Auburn Chamber dues collected (twenty (20) percent) shall be provided monthly to the Treasurer of the Auburn Chamber for deposit into the Auburn Chamber's Account.

The Auburn Chamber's payment for services includes all the Regional Chamber's fixed costs such as office space, data processing, phones, supplies, copies, event brochures and postage. Contracts dealing with the Auburn Chamber website are to be paid by the Auburn Chamber. Tax return services, event insurance, bonds or the like are to be paid by the Auburn Chamber. The payment for services includes staff time for the Director of Affiliate Chamber Services who shall provide services to the Auburn Chamber in accordance with the job description for the Director of Affiliate Services dated May, 2011 as it may change from time to time, and for the services of the Director of Public Policy and Government Affairs, Director of Marketing and Communications, and Director of Administration, Finance and Member Services. The job description for the Director of Affiliate Services is attached hereto as Exhibit A and incorporated herein.

The Worcester Regional Chamber of Commerce recognizes its management responsibilities and obligation to provide support services to the Auburn Chamber and agrees to the terms and conditions of this Affiliate Agreement.

The Auburn Chamber of Commerce acknowledges its obligation to make the payment for services as provided in accordance with the terms of this Affiliate Agreement.

Executed this 27th day of Aug, 2014.

Worcester Regional Chamber of Commerce

By: *Timothy P. Murray*
Timothy Murray, President & CEO

Auburn Chamber of Commerce

By: *Karen Blais*
Karen Blais, President