



AFFILIATE AGREEMENT

The undersigned, \_\_\_\_\_ (hereinafter "Affiliate")  
with an address of \_\_\_\_\_ is hereby granted non-  
member "Affiliate" status with the Metropolitan Educational Council (hereinafter "MEC") for  
a period of one year beginning on January 1, 2011 and ending on December 31, 2011. It is  
agreed by the parties hereto as follows:

1. The Affiliate will participate in or receive the following services:  
All Services Available
2. In consideration for the services received, the Affiliate agrees to pay MEC or provide to MEC  
(amount of annual fees or other amount or form of payment), payable no later than 60 days.
3. The MEC Governing Board must approve this Affiliate's status as an Affiliate of MEC and  
must approve this Affiliate Agreement before this Agreement is effective and before the  
Affiliate receives any services from MEC.
4. The privileges of the Affiliate are limited to those privileges that are specified herein and, in  
addition, are specified in the Constitution and By-Laws of MEC.
5. The Affiliate agrees that its purpose and objective is consistent with the Constitutional  
purpose and objective of MEC which is to "contribute to the educational services available to  
the youth and adults in Franklin and surrounding areas by cooperative action."
6. The Affiliate represents that it is and will remain entitled to exemptions from state sales tax  
and other tax liability to the same extent as is MEC and its members with respect to any and  
all transactions, purchases, services or other benefits received from or through MEC by reason  
of this affiliation Agreement. The Affiliate further agrees to immediately disclose to MEC  
any change in its taxation status or non-profit status including, but not limited to, its  
entitlement to exemption from state sales tax.

7. The Affiliate further agrees as follows:
- a. Affiliate will defend, indemnify and hold harmless MEC, including MEC's members, employees and agents, in the event of any future determination of tax liability, other claim, demand or charge of any kind incurred by MEC or any of its members as a result of provision of services to the Affiliate under this agreement.
  - b. MEC makes no representation, warranties, express or implied or guarantees whatsoever with respect to any goods or services provided to the Affiliate by MEC.
  - c. This Affiliate Agreement embodies the entire agreement between the Affiliate and MEC and shall not be modified, changed or altered in any respect except in writing by the parties hereto.
  - d. The MEC Governing Board may, upon thirty (30) days written notice, terminate the Affiliate Agreement and terminate any and all services to the Affiliate. In the event of such termination MEC will return to the Affiliate, all or part of the consideration paid to MEC by the Affiliate for services that were not received by the Affiliate. The Affiliate further agrees that the determination of the amount of the consideration to be refunded to the Affiliate is in the sole discretion of MEC and is limited to consideration given by the Affiliate to MEC during the year of termination or during the year immediately prior to termination.
  - e. With respect to all services purchased and other benefits of affiliation, Affiliate agrees to follow the Constitution and By-Laws of MEC and all contractual provisions and limitations between MEC and its vendors, including, but not limited to, contractual provisions that address participation in purchasing by non-public and/or non-member entities.
  - f. The benefits and services provided to the Affiliate under this agreement shall not interfere with benefits to the MEC members.

IN WITNESS WHEREOF, the Affiliate and MEC have executed this Agreement as of the

\_\_\_\_\_ day of \_\_\_\_\_.

AFFILIATE:

By \_\_\_\_\_  
Name of Affiliate

Metropolitan Educational Council:

\_\_\_\_\_  
Affiliate Representative (Name and Title)

\_\_\_\_\_  
Executive Director MEC

