



Form Rev 10062009

OFFICE USE ONLY	
Received	_____
Approved	_____
Effective	_____

HOME VENTILATING INSTITUTE APPLICATION FOR MEMBERSHIP

Check Here **REGULAR MEMBER**

Any business (company, corporation) that is engaged in marketing and selling complete residential ventilation products under its trade name(s) in the United States and/or Canada, and has control over the design or manufacture of these products, is eligible to apply for membership. Membership will become effective upon HVI's receipt of the following items:

- A completed membership application
- Signed Membership Agreement
- Your product catalogs and/or brochures
- Approval by the HVI Board of Directors
- Payment of first year's shipping assessment - \$1,500 USD
- Payment of first year's dues - \$3,000 USD
- Payment of annual meeting assessment - \$ 325 USD

Check Here **ASSOCIATE MEMBER**

Any business (company, corporation) that is a supplier of services or products to a Regular member (but does not meet the criteria for Regular membership) is eligible to apply for Associate membership. Membership will become effective upon HVI's receipt of the following items:

- A completed membership application
- Signed Membership Agreement
- Your product catalogs and/or brochures
- Approval by the HVI Board of Directors
- Letter of referral by current HVI Regular Member
- Payment of first year's dues - \$3,000 USD
- Payment of annual meeting assessment - \$ 325 USD

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE/PROVINCE _____

COUNTRY _____ POSTAL CODE _____

WEB SITE _____

PHONE _____ FAX _____

PRIMARY CONTACT _____

TITLE _____

E-MAIL ADDRESS _____

AUTHORIZED SIGNATURE _____ DATE _____

Contact HVI staff for wire transfer instructions

If for any reason, your membership application is not approved, your payment will be completely refunded.
****This application serves as your first year membership invoice. In subsequent years invoices will be sent July 1****

Advancing the Value of Residential Ventilation for Healthier Living®

1000 N. Rand Rd., Suite 214 • Wauconda, IL 60084 • USA • Tel: 847.416.7257 • Fax: 480.559.9722 • www.hvi.org

HOME VENTILATING INSTITUTE MEMBERSHIP AGREEMENT

The undersigned, hereinafter referred to as the "Member" hereby confirms, acknowledges, adopts and agrees to be bound by the terms and conditions of this Home Ventilating Institute Application and Membership Agreement (the "Agreement") by and between the Home Ventilating Institute (the "Corporation") and Member. This Agreement shall become effective on the date on which this Agreement is signed by the Member or the date the HVI Board of Directors approves Member's application for membership, whichever is later. Disputes regarding the membership category of the Member shall not act to alter the effective date of this Agreement and shall be resolved by the Corporation's Board of Directors.

Bylaws and Policies: The Bylaws and written Policies of the Board of Directors of the Corporation, as each may be amended from time to time, are hereby incorporated by reference into this Agreement in their entirety. Member agrees at all times to be bound by the current version of the Bylaws, Articles, and Policies of the Board of Directors of the Corporation.

Termination: This Agreement may be terminated by the Member or Corporation at any time in accordance with the Bylaws. Members must provide written notice at least 90 days in advance of the termination effective date. Dues, fees and assessments will continue to accrue during that period. All payments of dues, fees, and assessments are nonrefundable, and Member shall not be entitled to a refund for any dues, fees, or assessment of any type or in any amount.

Proprietary Rights: As a member of the Corporation, Member shall receive a non-exclusive, non-transferable, royalty-free, limited license to the HVI Member logo subject to the terms of this Agreement and the governing documents of the Corporation. In order to protect the goodwill of Corporation, Corporation reserves the right to review and approve all uses of the logo. Member shall, on a regular and periodic basis, certify to the Corporation that the logo is being used solely as allowed under the membership privileges. Member agrees to include all notices and legends with respect to the logo as may be required by this Agreement or applicable federal, state and local trademark laws, or which may be reasonably requested by the Corporation. Member will not contest or impair Corporation's rights in the Marks. Member shall not represent that it has any ownership in the Marks or that it owns any registrations thereof. Upon termination of Member's membership, all rights to the logo shall immediately cease.

Endorsement Prohibition: No Member shall state or imply in any advertisement or other public communication that the Corporation endorses, recommends or supports the use of its product, or state or imply that the Corporation has determined that its product or service meets any recommended specifications, unless specifically allowed by the Corporation.

Entire Agreement/Waiver: This Agreement, which incorporates the Bylaws, Articles, and written Policies of the Board of Directors of the Corporation as amended from time to time, constitutes the entire agreement among the parties with the respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. Inconsistencies between this Agreement and the Bylaws, Articles, or Policies of the Board of Directors shall be resolved in favor of the Bylaws, Articles or Policies. Delay or failure to enforce any right, power or privilege under this Agreement shall not constitute a waiver or impairment of such right, power or privilege.

Amendments: This Agreement may be amended with prospective effect only, by three-quarters vote of the voting members of the Board of Directors of the Corporation.

Governing Law: This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Illinois, not including its choice-of-law rules.

Warranty: The undersigned hereby warrants that he or she is authorized to enter this Agreement and bind the Member to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned duly authorized representative of the Member:

Print Member Company Name: _____

Print Authorized Representative Name: _____

Print Authorized Representative Title: _____

Authorized Representative Signature: _____

Date: _____