

# New Hampshire Snowmobile Association NHSA Online Membership Sales User Agreement

This agreement is written on this \_\_\_\_\_ day of January 2018, by and between the New Hampshire Snowmobile Association, 614 Laconia Road, Tilton NH 03306 herein also referred to as NHSA, and the \_\_\_\_\_ Club, herein also referred to as "Club" with a mailing address of \_\_\_\_\_.

In consideration of the mutual promises set forth hereunder, the sufficiency of which is hereby acknowledged, the NHSA and the Club agree to the following:

The Club requests that NHSA make available the sale of its club memberships on the NHSA Online Membership Website.

The Club gives permission for NHSA to receive donations on its behalf through the Online Membership website in the following ways. The website will offer a Trail Supporter donation (\$15), a Trail Blazer donation (\$65) and donations available in varied increments.

The Club requests to have their:

Individual memberships to be sold for \_\_\_\_\_ (in \$5 dollar increments)

Family memberships to be sold for \_\_\_\_\_ (in \$5 dollar increments)

NHSA agrees to make available the clubs Online Membership Sales to become available within 5 days of the receipt of this agreement.

NHSA agrees that all collected donations/dues from the previous month received by NHSA on behalf of the Club shall be mailed to the Club not later than the 15<sup>th</sup> of the month following the month of receipt.

The Club gives permission for NHSA to retain \$10 per club membership transaction from the monies received on behalf of club from Online Membership Sales.

**Severability of Agreement; Conflict.**

If a court or an arbitrator of competent jurisdiction determines that any provisions or conditions of this Membership Agreement are illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions (or portions of them) and obligations shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

**Dispute Resolution:** All disputes arising out of or in connection with this Agreement, including without limitation any disputes concerning the formation, validity, performance or termination of any of the rights or obligations created hereby, shall be resolved by arbitration under the procedures adopted by Rule 33 of the Rules of the New Hampshire Superior Court, and shall occur only in the Merrimack County, New Hampshire, unless another location is unanimously agreed upon by the parties. If a Dispute arises, the party intending to commence arbitration concerning the Dispute shall, prior to commencing the arbitration, submit to the other party a letter (the "Notice Letter") setting forth the nature of the Dispute, including the claims proposed to be asserted, the parties involved in the Dispute, and the nature and amount of the relief to be sought in arbitration if the Dispute cannot be resolved. The remaining party shall attempt in good faith to resolve the Dispute within 30 calendar days after receipt of the Notice Letter. If the Dispute is not resolved within such period of 30 calendar days, then the sender of the Notice Letter may commence arbitration pursuant to this Section; and any arbitration commenced prior to expiration of said period shall be subject to dismissal at the option of any party.

**Duration: This contract is valid from the date shown below and shall terminate on June 30, 2018.**

**In witness whereof,** NHSA and The Club have hereunto set their hands;

**New Hampshire Snowmobile Association**

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ **Club**

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_