

## TERMS AND CERTIFICATIONS:

**Arbitration:** All disputes arising out of or related to this Agreement or the member's participation in BNI shall be resolved by binding arbitration in accordance with the laws of the state where the applicant's BNI Chapter is located. The Arbitration shall be subject to the National Arbitration Rules of the ADR Canada to the extent such rules are not inconsistent with this article. This clause encompasses any and all disputes involving BNI, its franchisee, and their officers, directors, employees, agents and representatives, as well as members, provided that the disputes pertain to membership or participation in BNI.

**Limitations on Liability:** Notwithstanding any other provision of this Agreement, any liability to you involving BNI, its franchisee, and their officers, directors, employees, agents and representatives for any cause whatsoever arising out of or related to this Agreement and/or membership or participation in BNI, and regardless of the form of the action, will at all times be limited to the amount of the annual membership fee paid by you for membership in BNI. Except in jurisdictions where such provisions are restricted, in no event will there be any liability to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages. No actions hereunder may be commenced unless brought within one (1) year of accrual.

**Terms:** All term fees are measured from the application date. Applications dated between the 1<sup>st</sup> and the 15<sup>th</sup> of the month shall begin their term on the first of that month. Applications dated after the 15<sup>th</sup> of the month shall begin their term on the 1<sup>st</sup> day of the following month. Terms run for one (1) year from the date the term begins.

**Certification:** I hereby declare and certify that all statements contained in this application and any accompanying documents are true and correct, and that any misrepresentation or false statement may be grounds for rejecting my application or, if discovered after my application has been accepted, subject me to immediate termination at franchisee's or BNI's discretion without any reimbursement. I further understand that my membership is conditional and I agree, accept and will abide by all the terms and conditions set forth herein and those contained within the BNI Member Policies, Guidelines and Code of Ethics, all of which I have had the opportunity to review within this document or have received. I understand and agree that upon my acceptance to BNI, **fees are non-refundable without exception.**

## BNI GENERAL POLICIES

1. Only one person from each professional classification is permitted to join a chapter of BNI. Membership Committees of each chapter have final authority relating to classification conflicts.
2. Members must represent their primary occupation, not a part-time business.
3. The weekly meetings last for 90 minutes. Members need to arrive on time and stay for the entire meeting.
4. An individual member cannot be in a second BNI chapter nor in any other group that allows only one person per profession and whose primary purpose is to pass referrals to one another, because it substantially reduces their commitment to the chapter members. Membership Committees must enforce this policy.
5. Attendance is critical to the group. If a member cannot attend, you may send a substitute (not a member of your chapter) to the meeting. This will not count as an absence. A member is allowed three absences every six months (Canada tracks absenteeism by six Consecutive calendar months). More than this and the member's classification is subject to being opened by the chapter's Membership Committee.
6. Members are required to bring bona-fide referrals and/or visitors to their chapter of BNI. Chapters may establish a minimum number of referrals and/or visitors that is acceptable to maintain membership.
7. Visitors may attend chapter meetings up to two times.
8. Speakers must bring a door prize. Only members bringing a visitor or a referral are eligible for the door prize.
9. There are no leaves of absence except for medical leaves. A member may take up to eight weeks medical leave with the Membership Committee's prior approval if fees are pre-paid for that period of time and they attempt to have someone "fill in" during their leave.
10. It is the member's responsibility to file a concern with the Membership Committee of their chapter if a visitor "who submits an application in any way conflicts with their classification." This should be done before the visitor is approved for membership. If there are no complaints, the Membership Committee will "assume their consent."
11. Members who wish to change their classification must submit a new membership application and get approval from the Membership Committee for that classification change.
12. In case of problems with a member, Membership Committees may, at their sole discretion, put a member on probation relating to the member's business practices or commitment to the chapter.
13. A member's classification may be opened for failure to comply with the policies and/or the code of ethics of BNI. Membership Committees of the chapter may open classifications. In the absence of a Membership Committee, the Leadership Team may fulfill that responsibility.
14. If the Leadership Team fulfills all responsibilities throughout their term, they will receive as consideration and

exemption of dues during their tenure as a Leadership Team Member. The Leadership Team must agree to the terms outlined in the Leadership Team Agreement in order to hold a position and must go through training before participating.

15. In the absence of a Membership Committee, the Leadership Team may act as an ad hoc Membership Committee until one is established.
16. All BNI membership lists are for the purpose of 'giving' referrals and not for soliciting (via e-mail, direct mail, or other means) BNI members or Directors without their prior approval.
17. All new members must attend Member Success Program (MSP) training in their region within the first 60 days after their induction. Only after attending the MSP training may the new member be added to the "speaker rotation" of the chapter. Any new members not attending the MSP training within the first 60 days after being inducted into the chapter will be subject to having their classification open by the Membership Committee.
18. Policies are subject to change. All proposed policy changes need to be reviewed first by the Board of Advisors.
19. Other than normal BNI printed materials, members may not use the BNI Intellectual Property (e.g. logos, trademarks, names, slogans, copyrighted materials, etc.) to manufacture, distribute, sell, market, or promote any product or service, or otherwise use the BNI Intellectual Property without obtaining the prior written consent of BNI HQ or the appropriate National Office. Members must agree to abide by the BNI Branding Standards for any permitted use.

## **BNI ADMINISTRATIVE POLICIES**

1. There is an initial registration fee. Fees are paid annually. Contact the local Secretary/Treasurer for amounts. Fees may also be paid with VISA, MASTERCARD, DISCOVER, OR AMERICAN EXPRESS, CASH or CHECK.
2. BNI may establish chapters in every city or community with people interested in developing a referral-based business. In addition, BNI reserves the right to open more than one chapter per community or city where BNI's services are requested.
3. Membership dues are payable 30 days prior to the due date. Members not paid by the first meeting of the month they are due, are considered late and will be assessed a late charge. If fees are not paid within 15 days, the member will be officially dropped by BNI.
4. Fees are non-refundable. A certificate of credit will be given, upon request, to members in good standing for the unused portion of their time.
5. Fees cannot be transferred from one person to another unless the fees are from the same company.
6. BNI has a strict policy on returned checks. A member has three working days in which to contact their Regional BNI office and resolve the matter. Any returned checks not resolved within this period will be turned over to collections. All returned checks will be assessed a minimum \$25 returned check fee. If a member submits a second NSF check, that member will be subject to immediate termination.
7. BNI is a marketing service provided by BNI Enterprises, Inc. BNI or any of its franchisees reserves the right to discontinue a member's participation in this program.
8. A member requesting a transfer from their current chapter to a new chapter will be required to submit a completed new member application to the Membership Committee of the new chapter. In addition, if the member has less than 12 months of paid membership credit, they must submit a renewal payment. Or, if the member has more than 12 months of paid membership credit, no additional investment is required. Upon acceptance into the new chapter, the credit from their previous chapter will be added to their membership in the new chapter as well as the renewal time, if applicable.

## **BNI PROGRAM GUIDELINES**

Program Guidelines are not policies, but are recommended practices that allow chapters to run more smoothly and effectively.

## **VISITING CHAPTERS**

- Members visiting other chapters should announce that they are from another chapter.
- Visiting members must not do or say anything that competes with a member of that chapter.
- The chapter should be cautious in giving referrals to individuals they don't know, including visiting members.
- Visiting members should pay for their own meal.
- Before visiting another chapter, the visiting member should call that chapter's President first.
- A visiting member should visit on the same basis as a regular visitor, i.e., no more than twice.

## **ABSENCES AND TARDINESS**

- Absences and tardiness mean less business for members; therefore, the Membership Committee of a chapter may

give warnings to members who are consistently late or leave early. If the problem continues, the member's classification may be subject to being opened by the Membership Committee.

## **SUBSTITUTE PROGRAM**

- People to consider for substitutes include: your customers, clients, patients, friends, family, and/or employees.
- The primary purpose for a substitute is to represent a BNI member. BNI recommends minimal use of a substitute. However, a member may use a substitute up to three times in a six-month period.
- The chapter should be aware that a substitute will be attending the meeting. The Visitor Hosts should be there to greet the substitute and welcome him/her to the meeting.

## **MULTI-LEVEL MARKETING**

- Multi-level marketing members of BNI should represent their products and services in BNI and not the business opportunity element of their businesses.

## **BNI CODE OF ETHICS**

1. I will provide the quality of services at the prices that I have quoted.
2. I will be truthful with the members and the referrals.
3. I will build goodwill and trust among members and their referrals.
4. I will take responsibility for following up on the referrals I receive.
5. I will live up to the ethical standards of my profession.\*
6. I will display a positive and supportive attitude with the members and the Directors of BNI.

\*Note: Professional standards outlined in a formal code of ethics supersede the above standards