

THE ROOF ASSEMBLY VENTILATION COALITION
Participation Agreement
Entered as of _____, 20__
Washington, DC

Institution and Purposes of the Coalition. The undersigned agree to participate, on the following terms and conditions, in the Roof Assembly Ventilation Coalition ("Coalition"), in furtherance of its Mission Statement, which is annexed hereto as Exhibit A and made by reference an integral part of this Participation Agreement ("Agreement").

Membership. Membership shall be open to entities and individuals with a significant demonstrated interest in steep slope roof assembly ventilation issues in the regulatory arena. Application for Membership may be made to the Chair of the Coalition, who shall present each application to the Coalition for consideration. Upon approval, each new Member shall agree in writing to be bound by this Agreement. Nothing herein shall constitute Members as partners for any purpose.

Decisionmaking. Affairs, proceedings and actions of the Coalition shall be determined at meetings by general consensus of all its Members; provided, however, that in the event no general consensus is evident or expressed, decisions may be taken by affirmative vote of at least a simple majority of the total Membership. The Asphalt Roofing Manufacturers Association ("ARMA"), a trade association organized and incorporated under the laws of the District of Columbia, is a Member of the Coalition. Each Member shall have one vote. ARMA membership in the coalition does not preclude individual ARMA members from becoming separate members in the coalition.

Communications. Public communications on behalf of, or in the name of, the Coalition shall first be authorized by it. No Member shall authorize or make public communications on behalf of, or in the name of, the Coalition without such prior authorization.

Resignation and Termination of Membership. Members can resign at any time upon giving notice in writing delivered to the Chair; provided, however, that former Members shall remain responsible for their proportionate shares of expenditures expressly approved by them prior to resignation. In addition, the Coalition can terminate a Membership upon finding, after reasonable notice and opportunity for fair hearing, that a Member is in breach of this Agreement.

Meetings and Officers. Meetings of the Coalition, which may be conducted in person, by telephone or by any other means of communication acceptable to the Members, may be called by the Chair or by any Member, upon reasonable notice provided by the Secretary to all Members in good standing. A simple majority of the Coalition's Members in good standing, present in person or by proxy, shall constitute a quorum. Proceedings of the Coalition shall be conducted according to Robert's Rules of Order under the guidance of a Chair and shall be recorded in minutes taken by a Secretary, both of whom shall be chosen by the Members in good standing. The Members may also choose a Treasurer to oversee and account for the financial affairs of the Coalition. No bond shall be required of the Treasurer unless otherwise determined by the Members. The Chair, Secretary and Treasurer shall each serve a term of one year from the time of selection, remaining in office until their successors are chosen. There shall be no limit to the number of terms that can be served. Any vacancy or incapacity shall be remedied whenever a successor is chosen by the Members.

Initial Contributions and Subsequent Assessments. ARMA has approved \$9,000.00 in start-up funding for Coalition staff support and activities related to the Coalition's Mission Statement. Every other entity or individual, upon joining the Coalition, shall pay \$3,500.00. Members may be levied upon express approval of the Coalition to defray expenditures in furtherance of the Coalition's Mission Statement and related activities. Each Member shall be responsible for its share of all assessments, as may be determined by the Coalition.

Recognition, Identification and Intellectual Property. By agreeing to participate in the Coalition, each Member grants the Coalition permission to recognize and identify it on web sites, in news releases and in other publications; provided, however, that any Member can by express notice to the Chair withdraw and withhold this grant of permission, or may outline conditions under which such recognition and identification may be made. In no event shall permission hereunder grant, license, assign or otherwise transfer any intellectual property owned or held by any Member.

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Legal Affairs, Staff Support and Dissolution. The Coalition shall conduct its affairs in compliance with all applicable laws, including the antitrust and trade regulation laws of the United States and its political subdivisions. ARMA, to the extent of its budgeted funding of Coalition activities, shall make available to the Coalition the services of legal counsel and administrative staff support necessary in the conduct of its ordinary course of business. The Coalition may be dissolved, and this Agreement terminated, by action of its Members at any time, provided that the Coalition's financial obligations, if any, have been discharged. Upon dissolution, all assets of the Coalition shall be distributed to an organization or organizations exempt under Section 501(c) of the Internal Revenue Code, as the Coalition shall direct.

Governing Law. This Agreement shall be governed by and interpreted under the laws of the District of Columbia.

Amendment. This Agreement may be amended only by written consent of all the Members in good standing.

AGREED AS OF THE DATE FIRST ABOVE WRITTEN:

Participant Information:

Company Name: _____

Address: _____

City: _____ State/Province: _____

Postal Code: _____ Country: _____

Phone: _____ Fax: _____

Website: _____

Rep. Name: _____

Rep. Title: _____

Phone: _____ Fax: _____

Email Address: _____

Representative Signature: _____

Payment Information:

Check# _____ Amount Paid: _____

Credit Card (Circle One): Visa MasterCard American Express

Credit Card Number: _____ Exp. Date: _____

Authorized Name: _____

Authorized Signature: _____

Remit via fax to: 202-232-9741 or **mail to:** ARMA: Attention: Jim Baker
529 14th St, NW, #750, Washington, DC 20045