

Certified Guides Cooperative

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Membership Agreement

Mission

The Certified Guides Co-op (“CGC”) is a not-for-profit guide's cooperative supporting AMGA and IFMGA certified guides by providing access in the United States and abroad. The CGC aims to inspire and encourage sustainable and equitable leadership within the mountain guiding community.

Organization

The CGC is incorporated and operated under the laws of Washington State. The CGC is owned and controlled by its members and operates on an at-cost basis. Funds raised are reinvested in the CGC for growth.

Membership

- A membership share may be held individually, and each membership share is entitled to one (1) vote.
- All members are co-owners of the CGC.
- Membership investment must be fully paid to use CGC services.
- Annual activation payment must be fully paid to use CGC services.

An individual one-time membership share is US\$1,000 of which \$250 is non-refundable.

Agreement

By completing this agreement and making a payment, I hereby purchase a share in the CGC which entitles me to one vote and other benefits of membership so long as I remain a member in good standing.

I hereby apply for membership in the CGC and attest to the following Terms of Membership.

Terms of Membership

1. I must abide by the rules, policies, and Bylaws of the CGC, as they may be amended from time to time. I may view the current Bylaws on the CGC website at www.cgcoop.org, or I may request that the Board of Directors mail a current copy to me.
2. I am a member in good standing of the American Mountain Guides Association (“AMGA”) or International Federation of Mountain Guides Association (“IFMGA”), and I will continue to remain a member in good standing of the AMGA or IFMGA as long as I am a member-owner of the CGC.
3. Member cards are provided for my use only.
4. Membership certificates will be supplied.
5. I agree to fully pay the equity capital required for membership in the CGC.
6. If I am delinquent in equity payments or other financial obligations to the CGC, I may have member benefits suspended.
7. CGC policies may be changed by the Board of Directors as the need arises.

8. Upon 45 days of notice, I may apply to the Board of Directors to sell my share (less any outstanding obligations) back to the CGC for the refundable portion of the membership fee per the CGC Bylaws pertaining to Membership Termination. Shares are not transferable to third parties.
9. I authorize the CGC Board, in its sole discretion, to recoup, offset, or set off any amount I owe to the CGC, including any compounded interest and late payment fees, by reducing the amount of any capital credits, dividends, or similar amounts retired and paid to me, regardless of any statute of limitation or other time limitation.
10. I have been informed of the plans and projections for the CGC and have had the opportunity to ask questions. The CGC, its Board, and Executive Director have disclosed potential risks associated with the formation of the CGC, and I understand that my equity may not be returned.
11. I agree to pay all current and future dues and fees for services the CGC agrees to provide me.
12. I agree to comply with this Membership Agreement and with, as they currently exist or are later adopted or amended, the CGC: (a) Articles of Incorporation; (b) Bylaws; (c) service rules and regulations; (d) rate or price schedules; (e) Operational Plan; (f) Risk Management Plan; and (g) rules, regulations, and actions adopted, taken, or approved by the Board of Directors (a through g, collectively, "Governing Documents"), all of which constitute a contract between the CGC and its members.
13. I agree to pay the CGC for its damages, costs, and expenses, including attorney fees and legal expenses, caused by or associated with my failure to: (a) pay any amount charged or assessed by the CGC; (b) comply with the Governing Documents; or (c) provide the CGC with truthful, accurate, and complete information.
14. The terms of this Membership Agreement may be modified or amended by action of the Board of Directors. Members shall be informed of any and all changes. The modifications or amendments shall apply prospectively from the date of the amendment or modification forward, but the modifications or amendments will not apply retroactively if retroactive application prejudices the Member.
15. You agree that this Membership Agreement is governed by and interpreted under the laws of Washington State.
16. I have included a check for the full membership amount.
17. I will keep a copy of this Membership Agreement for my records.

(Print) Member-Owner

(Sign) Member-Owner

Date

Address

Email

Phone

Scott D. Schell, CGC Executive Director

Date