

**Affiliation Agreement
between the
Wenatchee Valley Museum & Cultural Center Association
and the
Photography Association of Wenatchee**

Whereas, the Photography Association of Wenatchee (PAW) is an organization of people with a common interest in photography, dedicated to educating all of those who want to benefit from learning, teaching, sharing, participating, and showing photography on a regular basis to those living primarily in Chelan and Douglas Counties, and has successfully petitioned the Wenatchee Valley Museum & Cultural Center Association for affiliate status; and,

Whereas, the Wenatchee Valley Museum & Cultural Center Association (Museum) is a 501(c)(3) non-profit organization with a 65 year history in the Wenatchee Valley and has a general mission that leads the museum to ". . . gather and educate people to celebrate and preserve the history, arts, sciences and rich diversity of this region and its people;" and,

Whereas, the Museum mission embraces the concepts embodied in the programs of the Photography Association of Wenatchee and the Museum Bylaws enables the Museum to sponsor affiliate organizations; and,

Whereas, both organizations are desirous of bonding for a mutually beneficial relationship and the Museum Board of Trustees has indicated its willingness to supervise & mentor the activities of the Photography Association of Wenatchee under affiliation.

Now, therefore let it be known:

That the Museum grants "affiliate" status to the Photography Association of Wenatchee under the following terms and conditions:

Administration

1. The Photography Association of Wenatchee will provide the Museum with copies of any and all operating documents (Articles of Association, Bylaws, Mission Statements, etc...). This material must contain a list of current officers and committee members (updated annually) and name a liaison or main contact person (PAW Representative) who will work most closely with Museum and may attend Museum board of trustees' meetings.
2. The Photography Association of Wenatchee will provide regular updates of their activities to the Museum staff. This should include an upcoming calendar of events. The Photography Association of Wenatchee will also provide their monthly meeting attendance figures on a quarterly basis on April 1st, June 1st, September 1st, January 1st. These reports will reflect

all meetings, fund-raising activities and events as may be coordinated by the Photography Association of Wenatchee throughout the year.

3. The Photography Association of Wenatchee will operate in the fashion of a viable non-profit entity, and all of their funds shall be held or invested by the Museum on their behalf. The Museum shall provide bookkeeping services, cut checks as directed by the Photography Association of Wenatchee (specifically, the bill will be marked "Approved to be Paid" by PAW's Treasurer), and otherwise supervise the Photography Association of Wenatchee accounts under the Museum's routine accounting systems. Since the Photography Association of Wenatchee activities will be in essence and fact Museum activities while under this agreement, the Photography Association of Wenatchee activities will be covered by the Museum's own insurance. In the event the Photography Association of Wenatchee becomes its own 501(c)(3) non-profit organization or ceases to operate in a correct manner for a non-profit entity or becomes inactive as determined by Museum board, the Museum may end the affiliation.
4. As per standard non-profit rules, no member of the Photography Association of Wenatchee board or committee shall receive compensation for their participation as a board or committee member. Out-of-pocket expenses, such as those related to travel mileage, and lodging, can be compensated. As a general rule, other payments to board members for extended services rendered should be avoided as it can lead to perceived conflict of interest.

Publicity

1. The Photography Association of Wenatchee will acknowledge their affiliate status with the Museum at every public opportunity, including event introductions. The affiliate status (Museum logo and/or name) will be stated in radio ads and public service announcements, newspaper advertisements and articles, radio advertising and appearances as well as on printed items, event banners, brochures, event flyers, letterheads, web-site (<http://www.photographyassociationwenatchee.org>), newsletter published quarterly ("Apple Flash Bulletin") and other materials.
2. The Museum will promote the Photography Association of Wenatchee information in the Museum's newsletters, web-site (by linking PAW's web-site), and public calendars as long as the information is provided to museum publicity staff in a timely manner by the Photography Association of Wenatchee. In general, however, Photography Association of Wenatchee publicity is the responsibility of the Photography Association of Wenatchee.
3. The Photography Association of Wenatchee will actively promote Museum membership among the Photography Association of Wenatchee members and participants at their events.
4. The Photography Association of Wenatchee may use the Museum's bulk mail permit as desired, but must adhere to Museum and U.S. Postal Service rules and regulations and must reimburse the Museum for associated costs.

Fees

1. The Photography Association of Wenatchee shall pay the Museum an annual fee of either \$100.00 or 1% of the group's highest monthly operational fund balance from the previous 12 months (whichever is more) which then shall be considered a "membership" in the Museum association. The fee will be transferred by January 15 of each succeeding year to be used toward the same year following. This arrangement will cover the Museum's staff time investment in establishing and maintaining the bookkeeping system and agreement as well as the right to operate under the Museum's non-profit charter and IRS standing as a 501(c)(3). PAW can petition the Museum director to waive this fee in the event the PAW fund is inordinately low and cannot bear that annual fee. PAW is also asked to contribute darkroom services or other photographic services as they may deem appropriate and feasible.

Funds

1. In the event the Museum provides investment services for the Photography Association of Wenatchee within the Museum's Foundation Fund program, then the Museum will charge the Photography Association of Wenatchee a 2% per annum administrative fee based upon those invested funds-year-prior (as distinct from the general operating funds discussed in administration section 3 above). These invested funds shall be prudently handled in the same manner as if they were Museum funds. No guarantees are represented in the level of organizational return or potential for loss. Separate accounting will be provided and any interest or dividends accrued by the Photography Association of Wenatchee accounts shall remain property of the Photography Association of Wenatchee.

Meeting Room

1. The Museum will provide activity space for the Photography Association of Wenatchee as long as it does not conflict with other scheduled events at the Museum. Normal usage fees will be waived, except the Photography Association of Wenatchee will pay for any actual event expenses incurred. Examples:
 - A. After normal Museum hours the Photography Association of Wenatchee may elect to pay for the special events and staff hours, provided the need for additional space is required.
 - B. The Photography Association of Wenatchee will be expected to leave the facility (including kitchen and dishes if used) clean and organized or must pay a \$100 cleaning fee per use.
 - C. The Photography Association of Wenatchee may be required to pay for any damages incurred to the Museum facility as a direct result of their event. Photography Association of Wenatchee members shall closely supervise special events.

Financial and Fund-raising

1. The Photography Association of Wenatchee may fund-raise for their events and programs under their own name and will be required to fund all of their own activities. The Photography Association of Wenatchee will discuss any major fund-raising efforts with the Museum board and staff prior to initialization of such effort to avoid potential conflict with Museum fund-raising. Pre-existing fund-raising activities developed by the Photography Association of Wenatchee shall be deemed acceptable, such as donations generated by serving coffee at nearby Rest Areas.
2. Parties to this agreement shall not be perceived as having negotiating rights for or officially representing the other party, however, both parties will generally promote the best interests of the other party.
3. The Photography Association of Wenatchee shall be allowed to own and operate equipment necessary to promote and educate with regards to photography (for example, slide projectors) and also fund-raise (for example, coffee urns) without incurring any operational debt while they are affiliates of the Museum. The Photography Association of Wenatchee shall not incur any capital that is not related to promoting and educating photography and also fund-raising activities. Any such debt will be disavowed by the Museum and affiliation will immediately cease.

Renewal, Amendments, Dissolution

1. This agreement will automatically renew as of each June 1. It may be reviewed at any time by either the Museum or the Photography Association of Wenatchee for amendment or discontinuation. In the event of discussion or dispute over subsections of this document, the overall agreement shall remain in force until the discussion concludes with a specific amendment or other action. A discontinuation requires a 60-day notice to the other party following a 2/3 majority vote of the board or committee of the organization initiating the action.
2. In the event the Photography Association of Wenatchee decides to become a recognized non-profit organization the Museum will work with PAW to facilitate such event, contrarily if PAW dissolves completely as an organization, any and all assets will be disposed of to other non-profits or public agencies as provided by PAW's Articles of Association and Bylaws, otherwise such assets will become property of the Museum. In the event of the dissolution of this agreement, the Museum will work with the Photography Association of Wenatchee to return all funds, including those invested, with a minimum of loss due to penalty or brokerage fees. In the event the agreement is dissolved then the Museum reserves the right to pro-rate and retain their appropriate percentages as noted above.

Agreement

1. This document is the only agreement, verbal, written or implied, between the Photography Association of Wenatchee and Museum, superceding any other previous agreements, real or implied which may be perceived to exist.

Agreement entered upon this date _____

By the Wenatchee Valley Museum & Cultural Center Association:

_____ Dr. Keith Williams, Director.

_____ Pauline Sweeny, Secretary.

By the Photography Association of Wenatchee:

_____ Dr. Ivan Christensen, President.

_____ David Forster, Representative.