

~~MEMBERSHIP AGREEMENT~~
~~FOR~~
~~THE~~ NON PROFIT INSURANCE PROGRAM

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~~FOR~~
MEMBERSHIP AGREEMENT

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~~MEMBERSHIP AGREEMENT CREATING THE~~ NON PROFIT INSURANCE PROGRAM
MEMBERSHIP AGREEMENT
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~~MEMBERSHIP AGREEMENT CREATING THE~~ NON PROFIT INSURANCE PROGRAM
MEMBERSHIP AGREEMENT

1. Introduction.

THIS AGREEMENT is made and entered into ~~in the state of Washington~~ pursuant to the provisions of ~~Chapter 48.62~~ Revised Code of Washington (RCW) by and among the Washington ~~non-profit~~nonprofit corporations listed in Exhibit A attached hereto, as the same ~~may will~~ be amended ~~from time to time~~regularly (collectively, the "Members").

2. Recitals.

2.1 ~~Chapter 48.62~~ Revised Code of Washington provides that two or more eligible entities may, pursuant to Washington state law, jointly coordinate the purchase of insurance and related services (these activities are hereafter collectively referred to as a "~~joint insurance purchasing program~~Joint Insurance Purchasing Program").

2.2 Revised Code of Washington ~~Section 48.62.021~~ defines eligible entities to include a ~~non-profit~~nonprofit corporation organized under ~~Washington law~~the entity's state of domicile.

2.3 It is to the mutual benefit of the Members to join together to establish this Joint Insurance Purchasing Program to accomplish the purpose set forth herein.

2.4 The Members have determined it is in their best interest to participate in such a program.

3. Agreement.

In consideration of the foregoing recitals and the mutual benefits to be derived ~~herefrom~~here from, the Members agree as follows:

3.1 Purpose of Agreement. This Agreement is entered into by the Members pursuant to ~~Chapter 48.62~~ Revised Code of Washington for the purpose of authorizing the creation and maintenance of a ~~non-profit~~nonprofit corporation pursuant to the provisions of RCW Chapter 24.03 to be known as the Non Profit Insurance Program (~~the "Program"~~NPIP). ~~The Program~~ NPIP is organized for the ~~sole purpose of providing a Joint Insurance Purchasing Program~~purpose of coordinating insurance and related services, to the extent permitted by law, for the benefit of its Members ~~in the state of Washington. The Program shall, in exchange for the payment of annual assessments and retroactive assessment by the Members, administer a Joint Insurance Purchasing Program wherein the Members will pool their losses and claims and jointly purchase insurance and administrative and other services through the~~

~~Program including claims adjusting, risk management consulting, loss prevention and related services at levels established in each annual budget. It is also the purpose of this Agreement to provide, to the extent permitted by law, to provide for the admission of such additional non-profit corporations as defined and permitted by RCW 48.62 as amended, as members as may desire to participate in the Joint Insurance Purchasing Program and which meet certain financial, underwriting and other criteria as may be established by the Board of Directors of the Program.~~

3.2 Parties to Agreement.

3.2.1 Members. Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement pursuant to ~~Section 3.12.~~ this agreement. Each party to this Agreement also certifies that the withdrawal or cancellation of any party to this Agreement, pursuant to ~~Sections 3.13 or 3.14~~ this agreement shall not affect this Agreement or the remaining Members' intent to contract with the remaining Members pursuant to the terms of this Agreement with the then remaining parties to this Agreement.

3.2.2 Types of ~~Memberships.~~ Membership. Members shall be made up of ~~non profit~~ nonprofit corporations who meet the membership criteria ~~established as set forth in this Agreement and~~ by the NPIP Board of Directors ~~of the Program. The initial.~~ Members of the Program NPIP are listed on Exhibit A.

3.3 Term of Agreement. This Agreement shall become effective ~~on May 12, 2004,~~ upon signature, and shall remain in force, until terminated pursuant to the provisions of ~~Section 3.16.~~ this Agreement.

3.4 Creation of Program NPIP.

3.4.1 Pursuant to Chapter 48.62 Revised Code of Washington, the Members ~~authorize~~ authorized the formation of ~~a non-profit corporation to be known as the Non-profit Insurance Program~~ NPIP, pursuant to the provisions of RCW Chapter 24.03 and ~~the~~ Articles of Incorporation ~~substantially in the form attached as Exhibit B.~~ The regulation and management of the affairs of ~~the Program shall be~~ NPIP are governed by this Agreement, and corporate ~~By-Laws substantially in the form attached as Exhibit C~~ Bylaws, which ~~shall be~~ have been adopted by ~~by the initial~~ NPIP's Board of Directors ~~immediately upon the incorporation of the Program. The Program.~~ NPIP's Articles of Incorporation and ~~By-Laws~~ Bylaws may be amended ~~from time to time~~ as deemed necessary by the Members and ~~the NPIP Board of Directors,~~ pursuant ~~by their own terms and subject~~ to the ~~procedures set forth in requirements of~~ Washington law ~~and Article 17 of the By-Laws.~~

3.4.2 Notwithstanding the foregoing, the NPIP Board of Directors shall have no power or authority to incur any obligations on the part of, or to be chargeable to, Members in excess of the requirement of each Member to compensate the Program or the insurance carrier with whom ~~the Program~~NPIP has purchased insurance pursuant to this Agreement, for the individual Member's share or obligation for the purchase of insurance contemplated and authorized by this Agreement. The debts, obligations and liabilities of any Member shall not become the debts, obligations and liabilities of other Members, except as provided by Section 3.11 of this Agreement.

3.4.3 The insurance afforded to each Member, pursuant to this Agreement, is limited to the insurance provided by any insurer of ~~the Program~~NPIP and the coverages defined in the policies of insurance issued by any insurer of ~~the Program~~NPIP. No coverage, benefit or insurance, in excess or different from that afforded by any insurer of ~~the Program~~NPIP, is offered or afforded to any Member by execution of this Agreement. NPIP may extend coverage beyond that provided by its excess or reinsurance partners, but only by express written agreement with the Member.

3.5 Powers of ~~the Program~~NPIP. The Members hereby delegate to ~~the Program~~NPIP the powers which are common to the Members and which are reasonably necessary and proper to carry out the purposes and terms of this Agreement. Such powers shall include, but not be limited to, the power to:

3.5.1 Establish, and require compliance with, all terms of the Joint Insurance Purchasing Program to be provided by ~~the Program~~NPIP including the types and limits of the insurance coverage, the methodology to be used to allocate ~~the Program~~NPIP's costs among Members, and the amount of ~~retroactive~~ assessments to be paid by each Member;

3.5.2 Make and enter into contracts;

3.5.3 Incur debts, liabilities or obligations;

3.5.4 Acquire, receive, hold or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;

3.5.5 Sue and be sued, complain and defend, in its corporate name;

3.5.6 Hire employees and agents; and

3.5.7 Employ a third party administrator to act in accordance with Section 3.8. The authority of ~~the NPIP's~~ Board of Directors ~~of the Program~~ shall be exercised pursuant to the terms of this Agreement and ~~the Program's~~NPIP's Articles of Incorporation and ~~By Laws~~Bylaws and in the manner provided by RCW Chapter 24.03.

3.6 Responsibilities of ~~the Program:~~ The ProgramNPIP. NPIP shall have the following responsibilities:

3.6.1 ~~Within thirty days after the effective date of this Agreement,~~

~~the~~ Annually, prior to the fiscal year, the NPIP Board of Directors shall adopt a budget. ~~A similar budget shall be adopted by the Board of Directors prior to the beginning of each fiscal year thereafter.~~ Such budget shall ~~specify the types and limits of~~ determine the insurance coverage to be provided through ~~the Program~~ NPIP, the estimated annual assessment to be paid by each Member, and the methodology to be used to allocate ~~the Program~~ NPIP's costs, including deductible costs, administrative costs, and loss costs, to each Member on an annual basis ~~and to establish the amount, if any, of each Member's retroactive assessment.~~

3.6.2 ~~The Program~~ NPIP will assist each Member's risk manager, upon request, with the implementation of risk management programs.

3.6.3 ~~The Program~~ NPIP will provide loss prevention, safety, and consulting services to Members.

3.6.4 ~~The Program~~ NPIP will provide claims adjusting and subrogation services for claims covered by the Joint Insurance Purchasing Program's joint insurance purchasing program.

3.6.5 ~~The Program~~ NPIP will provide loss analysis for the Members for the purpose of identifying high exposure operations and evaluating proper levels of self-retention and deductibles.

3.6.6 ~~The Program~~ NPIP will conduct risk management audits to assess each Member's participation in the ~~joint insurance purchasing program~~ Joint Insurance Purchasing Program.

3.6.7 NPIP will comply with any other requirements imposed by Washington law.

3.7 Responsibilities of Members. Members shall have the following responsibilities:

3.7.1 ~~The governing body of each~~ Each Member shall ~~designate in writing a~~ appoint one representative who shall be authorized to exercise the Member's voting rights ~~with respect to the Program~~ in NPIP, if any, and to act on behalf of the Member with respect to all matters pertaining to ~~the Program~~ NPIP. Only directors, officers and employees of a Member shall be eligible to be appointed as a representative of a Member. The name of the person appointed as a Member's representative shall be submitted to NPIP directly or via the Member's agent/broker via mail, email, or application. A change in a Member's appointed representative shall not become effective until NPIP has received notice of such change. The alternate Member representative indicated on the renewal application will be used, if necessary, serve and act in the absence of the Member's representative.

3.7.2 Each Member shall maintain its own set of records, as a loss log, on all categories of loss ~~to ensure accuracy of the Program's loss reporting system~~ and

shall provide to ~~the Program~~NPIP a written report to all potential claims or losses within 48 hours after they become known to the Member.

3.7.3 Each Member shall pay to ~~the Program~~NPIP, when due, all-~~assessments and retroactive~~ assessments established by ~~the Program~~NPIP, pursuant to the terms of this Agreement. After the withdrawal, cancellation, or termination of a Member, such Member shall continue to pay to ~~the Program~~NPIP, when due, ~~its share of any retroactive assessment established by the Program~~ until all claims, losses, costs, and other unpaid liabilities relating to the Member's period of membership have been resolved fully.

3.7.4 Each Member shall provide ~~the Program~~NPIP with such information or assistance as may be necessary for ~~the Program~~NPIP to carry out the ~~joint insurance purchasing program~~Joint Insurance Purchasing Program.

3.7.5 Each Member shall comply with all ~~By-Laws~~Bylaws, resolutions, and policies adopted by the NPIP Board of Directors and shall cooperate with ~~the Program, and any insurer of the Program~~NPIP and its insurers in accomplishing the purposes of this Agreement.

3.8 NPIP Board of Directors' Authority.

3.8.1 ~~The Program~~ NPIP shall be governed by a Board of Directors in accordance with the ~~ByLaws.~~ Bylaws.

3.8.2 The Third Party Administrator ("Administrator") shall have the general supervisory control over the day to day decisions and administrative activities of ~~the Program~~NPIP. Activities shall include, but are not ~~be~~ limited to: (1) negotiations and placement for insurance coverage contracts; (2) disbursement billings to individual Members for their proportionate charges; (3) payment and management of claims sustained by Members of ~~the Program~~NPIP and liaison with representatives acting on behalf of participating Members. The Administrator shall also keep records of expenses and claims data.

3.8.3 Administrative costs and charges to be paid to the Administrator shall be negotiated between the NPIP Board of Directors and the Administrator.

3.8.4 ~~Program~~ NPIP funds shall be administered by the Administrator under the control and supervision of the NPIP Board of Directors. The Administrator will be authorized to disburse funds for the processing of covered claims and administrative costs. ~~All parties having check writing authority on Program funds shall be bonded to the Program in an amount established by the Board of Directors.~~

3.8.5 The NPIP Board of Directors will provide for an annual audit of the books and records of ~~the Program~~NPIP as proscribed by the laws and regulations of the State of Washington. When such an audit of the accounts and records is made by the ~~Washington State Auditor's office~~auditing agency, a report thereof shall be filed as a record with the

office of the Administrator. Such reports shall be conducted, distributed, and/or filed as required by law. Costs of this audit shall be borne by ~~the Program~~NPIP and shall be considered ~~as administrative costs~~for budgetary purposes.

3.8.6 ~~Pursuant~~ The NPIP Board of Directors is authorized to invest NPIP assets pursuant to the laws and regulations of the ~~state~~State of Washington, ~~the Program elects to invest its assets, in permissible investments, in a manner which is permitted by law, such manner of investment to be selected from time to time by resolution of the Board of Directors.~~

3.8.7 The NPIP Board of Directors shall establish an annual budget ~~for the Program. The Administrator shall submit a proposed budget for the following fiscal year sixty days prior to the end of each fiscal year to the Board of Directors.~~ Fiscal years for ~~the Program~~NPIP shall be from ~~August 20~~June 1 through ~~August 19~~May 31 of the next calendar year. The NPIP Board of Directors shall determine the estimated expenses and costs to be incurred by ~~the Program~~NPIP for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for ~~the Program~~NPIP as a whole: (1) ~~beginning and ending~~additional funds toward unreserved fund balance; (2) anticipated revenues in detail; and (3) appropriations, in detail. The NPIP Board of Directors shall apportion the budget costs among the Members, based on rating factors. All payments due ~~the Program~~NPIP from Members upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

~~3.8.8 The first budget and premium assessments shall be proposed by the Administrator and approved by the Board of Directors not later than thirty days after the effective date of this Agreement.~~

3.9 Service Representative Relationship (Agent/Broker).

3.9.1 Each participating Member of ~~the Program~~NPIP shall designate a servicing representative to act on their behalf. ~~Service representatives' minimum duties and criteria will be established by resolution of the Board of Directors and reviewed annually.~~ All service representatives shall be licensed, ~~Washington State~~ insurance brokers. Duties will include, but are not limited to, the providing of local claims assistance, the securing of underwriting information, completion of applications, updating ~~of vehicle lists~~exposure data and information and such other functions as ~~the Board of Directors may from time to time establish by resolution~~necessary and reasonable.

3.9.2 Each Member agrees to indemnify and hold ~~the Program~~NPIP, its Administrator, employees and agents, harmless from and indemnify them against any claims, complaints, and causes of action or judgments arising from any allegation of a failure of the performance or negligence on the part of the Member's servicing representative, including a failure

to communicate to or forward communications from ~~the Program, the Program~~[NPIP, NPIP](#)'s Administrator or any Program insurer. The employment of a servicing representative and the scope of the services performed by that representative ~~is~~[are](#) completely within the domain of the Member. A Member acts upon the advice and actions or inactions of its servicing representative at its sole risk.

~~3.10 Effective Date of Joint Insurance Purchasing Program. The Joint Insurance Purchasing Program shall become effective on August 20, 2004.~~

~~3.11 Contingent Liability and Retroactive Assessments.~~

~~3.11.1 Pursuant to the provisions of Revised Code of Washington Section 48.62 et seq., each Member shall be contingently liable for the liabilities of the Program, in the event the assets or insurance of the Program are not sufficient to cover its liabilities. Any actual or projected deficits of the Program shall be financed through retroactive assessments levied against each Member, in accordance with the following cost allocation methodology. The annual assessment for each member shall include all costs associated with participation in and administration of the Pool for that insurance year (other than retroactive assessment), including but not limited to insurance premiums, brokerage fees, self insured retention amount, third party administrator's management fee's, federal, state, and local taxes, and other costs of administration. There shall be no additional costs charged to any member other than retroactive assessments.~~

~~Stop loss coverage shall be fully funded each year as determined by the Board.~~

~~3.11.2 In the event the Program's assets should be insufficient to cover liabilities, the Board of Directors shall direct the Administrator to reassess Members an amount according to the following formula:~~

Member Reassessment Amount

~~(Liability Due and Not Serviced By Current Program Assets) + =
(Required Reserve Account)~~

~~(Member Contribution or Assessments During Period Giving Rise to X
Deficiency)~~

~~TOTAL OF ALL Assessment or Contributions (During Period Giving Rise to Deficiency)~~

~~The reassessment will be implemented only after a review of the circumstances surrounding the deficiency by the Board of Directors and approved by the Board of Directors. Should any Member leave the Program and subsequently a deficiency exists in the period that the entity was a Member of the Program, the withdrawing Member shall be assessed and pay, with interest, the amount that the Program is held liable for during the period in question. The Board will establish terms of payment in the event this section is exercised.~~

~~3.123.10~~ New Members. ~~New~~ Members ~~may be~~ admitted as Members of ~~the Program~~ after one year from the effective date of the joint insurance purchasing program may be required to pay a reasonable share of the unreserved fund balance of the Program and the costs necessary to analyze their loss data and determine their premiums. Any costs to be paid by the new Members shall be determined by the NPIP, to the extent permitted by law, and subject to the conditions set forth by the NPIP Board of Directors.

~~3.133.11~~ Withdrawal. A Member may withdraw only at the end of ~~the Program~~ NPIP's fiscal year and only after it has given the Program ninety days (90) written notice of its intent to withdraw from this Agreement.

~~3.143.12~~ Cancellation. ~~The Program~~ NPIP shall have the right to cancel any Member's participation in the ~~joint insurance purchasing program~~ Joint Insurance Purchasing Program upon the affirmative vote of ~~at least three-fourths of the whole~~ NPIP Board of Directors at any regular or special meeting. Any Member so canceled shall be given 90 days notice prior to the effective date of the cancellation.

~~3.153.13~~ Effect of Withdrawal or Cancellation. Neither the withdrawal nor the cancellation of any Member shall cause the termination of this Agreement. No Member, by withdrawing or having its membership canceled, ~~shall be~~ is entitled to payment or return of any assessment paid by the Member to ~~the Program~~ NPIP or any ~~Program~~ NPIP insurer, or to any distribution of ~~the Program~~ NPIP's assets. The withdrawal or cancellation of any Member, ~~after the effective date of the Joint Insurance Purchasing Program,~~ shall not terminate its responsibility

to contribute its share of any assessments ~~or retroactive assessments established by the Program until all claims, losses, costs, and other unpaid liabilities relating to the Member's period of membership have been resolved fully and a determination of the final amount of payment owed by the Member or credit due the Member for the period of its membership has been made by the Board of Directors. In making this determination, the Board of Directors shall use the cost allocation methodology or methodologies established by the budgets adopted pursuant to the requirement of Section 3.6.1 hereof.~~ per this Agreement. It is the intent of this Agreement that no assets of ~~the Program~~NPIP shall be owned by Members nor shall Members be responsible for debts incurred by the ~~Program~~NPIP other than insurance premiums, assessments and claim deductibles attributed to the Members' membership.

~~3.16.14~~ 3.14 Termination and Distribution.

~~3.16.1~~3.14.1 Termination. This Agreement may be terminated at any time by the written consent of three-fourths of the Members. However, this Agreement and ~~the Program~~NPIP shall continue to exist for the purpose of paying all debts and liabilities, disposing of all claims, distributing net assets, ~~and otherwise winding up~~ and liquidating the affairs of ~~the Program~~NPIP in accordance, with Washington law. The NPIP Board of Directors shall continue to have the authority to administer the ~~joint insurance purchasing program during such winding up and liquidation~~Joint Insurance Purchasing Program, including the power to require Members, including those Members which withdrew prior to the termination date, to pay any ~~retroactive~~ assessments deemed necessary by the Board of Directors to fully resolve and dispose of all claims, losses and liabilities covered by this Agreement. ~~The retroactive assessment shall be determined on the basis of the cost allocation methodology or methodologies established by the resolutions adopted pursuant to the requirements of Sections 3.6.1 and 3.11.2 hereof.~~

~~3.16.2~~ 3.14.2 Distribution. Upon termination of this Agreement and full satisfaction of all outstanding claims, losses, and liabilities of ~~the Program~~NPIP, all assets of ~~the Program~~NPIP shall be distributed among the Members that were Members of the ~~joint insurance purchasing program~~Joint Insurance Purchasing Program, on the date action to terminate this Agreement was taken, in proportion to the cash payments made by each Member during the term of this Agreement. The NPIP Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been resolved fully.

~~3.17~~3.15 Notices. ~~Notices~~ Except as otherwise required by Washington law, notices to Members hereunder shall be sufficient if ~~mailed: via service representative, via email, or via mail,~~ to the office of the last ~~official~~known address of the ~~respective~~ Member.

~~3.18~~3.16 Amendment. This Agreement may be amended at any time by the

approval by an affirmative vote of a ~~two-thirds~~ majority of the ~~voting Members present at any meeting of the Members. All amendments shall be proposed in writing to the~~ NPIP Board of Directors ~~at least thirty (30) days prior to the annual or special meeting. Amendments may also be proposed by the Board of Directors. Any proposed amendment to this agreement adopted by three-fourths of the~~ whole of the program during a regular or special meeting of the Board of Directors.

The Board of Directors shall ~~be submitted, in writing, within thirty (30) days of any membership meeting.~~ provide notification of the intent to change the foundation agreement to each member of the program at least 30 days in advance of the meeting in which the vote of the board will occur, or pursuant to state law, whichever notice is greater. Notice must be provided via electronic or regular mail and must provide a copy of proposed changes. .

All amendments shall be adopted with the governing body of each member and signed by an authorized representative of each member. The signed amendment will be submitted to, and retained by NPIP. Copies of the foundation agreement and subsequent amendments shall be published on the website of the program, per applicable state law.

~~3.19~~ 3.17 Voting Rights and Procedures. Each Member shall be entitled to one vote on each matter submitted to a vote of the Members on the date the vote is taken, unless a record date for voting purposes is fixed by the Board of Directors. Members present on the day of the meeting of the membership shall be entitled to vote at such meeting per state law.

The vote may be taken by mail or by electronic transmission (if the name of each candidate and the text of each proposal to be voted upon are set forth in a record accompanying or contained in the notice of meeting). An election may be conducted by electronic transmission if ~~the~~ corporation NPIP has designated an address, location, or system to which the ballot may be electronically transmitted and the ballot is electronically transmitted to the designated address, location, or system, in an executed electronically transmitted record. Members voting by mail or electronic transmission are present for all purposes ~~of quorum, count of votes and percentages of total voting power present.~~

~~3.20~~ Authority. ~~The Program~~ 3.18 Authority. NPIP is hereby granted the authority to enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the ~~By-Laws~~ Bylaws against any Member or previous Member, the Member or previous Member agrees to pay such sums as the court may fix as reasonable attorneys' fees and costs in said action including fees and costs on appeal.

~~3.21~~ 3.19 Default and Remedies. If any Member fails to perform any term or condition of this Agreement and such failure continues ~~for a period of sixty (60) days after the~~ Program NPIP has given the Member written notice of such failure, the Member shall be in default hereunder. Upon default, ~~the Program~~ NPIP may ~~immediately~~ cancel the Member's membership effective immediately without further notice or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of ~~the Program~~ NPIP are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

~~3.22~~ 3.20 No Waivers. No waiver or forbearance of a breach of any covenant, term,

or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

3.23.21 Prohibition Against Assignment. No Member may assign any right, claim or interest it may have under this Agreement, ~~except to a non-profit corporation organized under Washington law into which it is merged~~. No creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund premium or asset of ~~the Program~~NPIP.

3.24.22 Entire Agreement. This Agreement contains the entire understanding of the parties regarding the ~~joint insurance purchasing program~~Joint Insurance Purchasing Program, and they acknowledge that there is no other written or oral understanding or promise between them with respect to the matters addressed by this Agreement except for the Articles of Incorporation and ~~By Laws~~Bylaws of ~~the Program~~NPIP. This Agreement may not be altered, amended, or revoked, except pursuant to ~~the provision of Section 3.18~~this Agreement.

3.25.23 Severability. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

3.26.24 Time. Time is of the essence of this Agreement and each and every provision hereof.

3.27.25 Section Headings. The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they introduce.

3.28.26 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of NPIP's domicile - the state of Washington.

~~3.29 Counterpart Copies. This Agreement may be signed in counterpart each of which shall constitute an original and all of which shall constitute but one original.~~

4. Execution. The parties have executed this Agreement by duly authorized officers thereof as of ~~the~~ _____ day of _____, 20____ date coverage was bound in NPIP.

Name of ~~Non-profit~~Nonprofit Corporation ~~Member~~Entity

Mailing Address

Street Address (if different from above)

City _____ Zip _____ Phone _____

By ___ : Signature of ~~Authorized Officer~~ Member Representative

(Print or ~~Type Name~~ type name)

Title

Date signed

EXHIBIT A = List of Members ~~EXHIBIT B =~~
~~Articles of Incorporation~~ ~~EXHIBIT C =~~
~~By-Laws~~

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Document comparison by Workshare Compare on Friday, July 29, 2016 9:45:50 AM

Input:	
Document 1 ID	file://C:\Users\vann\Desktop\Membership Agreement-Final.pdf
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Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	264
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Moved to	1
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