

**THE PROFESSIONAL MEDIATION ASSOCIATION  
MEMBERS  
AGREEMENT**

Members are those Professional Mediation Association members in good standing.

The Membership term shall be renewable annually and shall run not less than one year.

The Member's primary purpose is to promote and advocate Alternative Dispute Resolution in conjunction with the Association. Members must be Certified or Approved as having met the established standards for their individual state.

Members shall receive from the Association referrals for Mediation and may accept or decline any or all referrals at their discretion.

Upon Member's satisfactory performance of the obligations and subject to the terms stated herein, Member is granted a non-exclusive license to use trademarks, service marks, trade names, including the mark "Professional Mediation Association™" and other identifying terms, slogans, emblems, symbols, advertising formats and concepts, promotional campaigns, artistic creations, identifying colors and paint schemes as Association may now or hereafter devise for use by Members, for use only in connection with the services rendered and subject to such conditions as Association may establish from time to time. It is expressly agreed that the ownership of all rights, title and interest in and to Association's Proprietary Marks and Trade Indicia are and shall remain vested solely in the Association.

Members are authorized to include and display the designation "Member, Professional Mediation Association" on and incorporated into business cards, letterhead and other approved promotional material when used in conjunction with or in the promotion of their Mediation /ADR services.

Members understand and agree that the Association makes no guarantee that any particular member will receive referrals. The Association agrees to make the member's contact information available and to provide such information to prospective clients. Members are free to set, establish and or negotiate fees for services. The Association shall not at any time recommend a fee structure for services nor shall the Association disclose to clients any information regarding a member's fee structure. The Association may provide a general statement to prospective referrals that all Association professional members are free to set, establish and/or negotiate fees with prospective clients and that the Association has no control or involvement in this process in any manner.

Members shall maintain Certified or Approved status for duration of service as Member. In the event the Member fails to maintain Certified or Approved status as established by their state governing authority the Member shall immediately notify the Association and shall work with the Association to remedy the non-approved status.

**Members are encourage to submit to the Association such writings, essays, articles, news events, legislative or regulatory enactment pertaining to Mediation/ADR in their state. Accepted submissions may be published in electronic or printed form and/or published by the Association for the benefit of the members and the general public.**

**Members are encouraged to provide to the association items of general interest which are Mediation/ADR related such as contact information for state organizations, notices of events and opportunities pertaining to Mediation/ADR specific to their state for dissemination to members, prospective members and the general public in the promotion of Mediation/ADR.**

Member shall be fully responsible for any claims arising out of its operations whether conducted by Member or Member's employees, agents or representatives. Member agrees to indemnify and hold Association, Association's officers, directors, employees and shareholders, and all persons or entities affiliated with Association harmless from all fines, suits, proceedings, claims, demands, debts, obligations, liabilities, judgments, damages or actions of any kind or nature (including court costs, attorney's fees, expert witness fees and expenses therein) arising or resulting out of, or from the investigation, defense or good faith settlement of any matter connected with any act or omission by Member or any of Member's employees or agents.

By Applicant's signature affixed hereto this agreement is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Printed Name

Address:      Street: \_\_\_\_\_  
                  City:        \_\_\_\_\_  
                  State:      \_\_\_\_\_  
                  Phone:     \_\_\_\_\_  
                  Fax:        \_\_\_\_\_  
                  E-mail:    \_\_\_\_\_

Return to:  
***The Professional Mediation Association***  
Membership Committee  
P.O. Box 664  
Gallatin, TN 37066