

The format of this agreement is required Eagle Local Aerie # \_\_\_\_\_, a \_\_\_\_\_ corporation, which is a subordinate unit of the Grand Aerie of the Fraternal Order of Eagles, a nonprofit IRC Section 501(c)(8) organization, (“Local Aerie”) and \_\_\_\_\_ (“Local Unit”).

In consideration of the mutual benefits to the respective parties, the Local Aerie and Local Unit agree to the terms set forth below.

**I. THE LOCAL AERIE AGREES:**

1. To establish in its By-Laws the authority for the organization of the Local Unit.
2. To recognize the autonomy of the Local Unit and its general jurisdiction over its members, and its power and authority to conduct the business of the Local Unit, not in conflict with the Laws of the Order, the Local Aerie, or the Affiliation Agreement entered into and executed by the Local Aerie and the Grand Aerie, Fraternal Order of Eagles.
3. To assist Local Unit with such activities as deemed appropriate by the Local Aerie.
4. To perform tasks necessary and incident to the development, progress, growth and welfare of the Local Aerie and its subordinate units, as may generally be performed by a fraternal benefit society.
5. To assist the Local Unit’s leadership in fulfilling Paragraph II(10) below.

**II. THE LOCAL UNIT AGREES:**

1. To operate in conformity with the Articles of Incorporation, Constitution, and Statutes of the Grand Aerie, Fraternal Order of Eagles, and the By-Laws of the Local Aerie..
2. To operate at all times in conformity with all applicable federal, state/provincial, and local laws, regulations and ordinances.
3. To submit by-laws and proposed amendments to the Office of the Grand Secretary for approval.
4. To fully maintain adequate insurance coverage as required in the Laws of the Order.
5. If it elects to incorporate, to comply with the requirements set forth in the Laws of the Order. (Local Units cannot incorporate)
6. To maintain the books, accounts, receipts and records of the Local Unit in the form prescribed by the Board of Grand Trustees.
7. To acknowledge that the Grand Aerie is the lawful owner of the name, “Fraternal Order of

Eagles” and of the acronym “FOE”, as well as its eagle logo, and its associated trademarks used in its business, and all variations, licensed to Local Aerie pursuant to the Affiliation Agreement entered into by and between Local Aerie and the Grand Aerie, Fraternal Order of Eagles, and the Local Unit agrees that it will take no action inconsistent with the Grand Aerie’s ownership of its name, and the acronyms and trademarks.

8. To, when requested by the Local Aerie, provide the Local Aerie with any and all further assurances of compliance with, adherence to, or activity involving this Agreement or the principles and governing mission of the Local Aerie.
9. To remise, release, waive and forever discharge the Local Aerie its officers, directors, employees, agents, members, assigns, from all liability, claims, demands, damages, expenses, actions or causes of action, resulting from the performance, nonperformance of this Agreement and the relationship resulting there from.
10. To use its best efforts to ensure that its leadership receives training and education on issues relevant to the Local Unit including, but not limited to: corporate and tax law, governance, risk management, fiduciary duty and the Constitution and Statutes and regulations of the Grand Aerie, Fraternal Order of Eagles and also the Local Aerie.
11. To adhere to all the terms and conditions contained within the Affiliation Agreement entered into by and between the Local Aerie and the Grand Aerie, Fraternal Order of Eagles, a copy of which has been provided to the Local Unit.

### **III. THE LOCAL AERIE AND THE LOCAL UNIT JOINTLY AGREE:**

1. The parties individually agree to indemnify and hold each other harmless for any and all claims, losses, damages, liabilities, including reasonable attorney’s fees, conducted by the Local Aerie and the Local Unit, respectively, and will promptly notify each other upon receipt of any claim or legal action arising out of activities conducted by either party. These obligations shall survive indefinitely the termination of this Agreement.
2. By executing this Agreement, neither the Local Aerie nor the Local Unit waives any constitutional, statutory or common law defenses.
3. This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the Province of \_\_\_\_\_ and the parties both consent to the jurisdiction (personal) of the Province of \_\_\_\_\_. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorneys’ fees.

### **IV. TERM OF AGREEMENT AND TERMINATION:**

1. This Agreement shall be for a term of THREE (3) YEARS commencing \_\_\_\_\_.
  
2. If this Agreement is terminated by The Local Aerie for Cause, or if Local Unit attempts to terminate this Agreement without cause or for convenience, the parties acknowledge that actual damages hereunder are difficult, if not impossible, to ascertain, and the parties Agree, and acknowledge as reasonable, that the Local Aerie shall have right to pursue all its rights as specified in the Constitution and Statutes of the Fraternal Order of Eagles. In addition, any termination by either party shall immediately void the Local Unit's right to use any Fraternal Order of Eagles trademarks as discussed in Paragraph II(7) above. Further, this Agreement does not limit any rights that may be enforced by the Grand Aerie.

**LOCAL AERIE # \_\_\_\_\_: LOCAL UNIT \_\_\_\_\_:**

\_\_\_\_\_  
Signature of Worthy President, \_\_\_\_\_

\_\_\_\_\_  
Signature of Secretary, \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This Agreement was adopted at a duly convened meeting of the Local Unit held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_