



**MEMBERSHIP AGREEMENT**

Realizing the financial and economic benefits of an efficient organization of highway contractors and those who furnish materials, equipment and service for the construction of highways, roads, and airports in Tennessee, The Tennessee Road Builders Association (the “TRBA”) and the entity listed below (the “MEMBER”) agree as follows:

**I. THE MEMBER**

Company: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Company Officials (Name & Title): \_\_\_\_\_  
Work Classification (description of services): \_\_\_\_\_  
Company Website: \_\_\_\_\_

**II. REFERENCES**

Provide at least two (2) TRBA members who are in good standing who are able to provide information about the applicant relevant to the applicant’s qualification for membership (Article VI, Section 1, TRBA By-laws.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**III. DIVISIONS**

The Member shall be classified as a part of the Division(s) indicated below. The Member shall have one designated voting representative and one alternate representative for each Division. Division Dues for each membership are listed in Section 2 of the Agreement.

- Aggregate Division** - members engaged in the manufacturing and distribution of construction aggregates.

*Designated Representative:* \_\_\_\_\_  
*Email Address:* \_\_\_\_\_  
*Alternative Representative:* \_\_\_\_\_  
*Email Address:* \_\_\_\_\_

- Asphalt Division** - members engaged in the manufacturing and placement of bituminous mixes.

*Designated Representative:* \_\_\_\_\_  
*Email Address:* \_\_\_\_\_  
*Alternative Representative:* \_\_\_\_\_  
*Email Address:* \_\_\_\_\_

- Bridge & Concrete Division** - members engaged in the construction of concrete structures, bridges, pavement, and other miscellaneous work related thereto.

*Designated Representative:* \_\_\_\_\_

Email Address: \_\_\_\_\_

*Alternative Representative:* \_\_\_\_\_

Email Address: \_\_\_\_\_

- Grading Division** - members engaged in site preparation, grading, excavation and drainage, and incidental items related thereto.

*Designated Representative:* \_\_\_\_\_

Email Address: \_\_\_\_\_

*Alternative Representative:* \_\_\_\_\_

Email Address: \_\_\_\_\_

- Specialty Division** - members engaged in surveying and in the installation of specialty items, which are not defined in other Divisions.

*Designated Representative:* \_\_\_\_\_

Email Address: \_\_\_\_\_

*Alternative Representative:* \_\_\_\_\_

Email Address: \_\_\_\_\_

- Associate Division** - members who do not actively engage in onsite construction work, but whose interests are affiliated with members of the other Divisions.

*Designated Representative:* \_\_\_\_\_

Email Address: \_\_\_\_\_

*Alternative Representative:* \_\_\_\_\_

Email Address: \_\_\_\_\_

**TRBA SIGNATURE:**

**MEMBER SIGNATURE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. Membership Dues. In consideration of the benefits of membership in the TRBA, the Member agrees to pay annual dues in the amounts listed in Section 2 (“MEMBERSHIP DUES”). Membership Dues are subject to adjustment by the TRBA upon renewal of the Membership Term with forty-five (45) days’ notice to the Member prior to renewal.

2. Division Dues and Supplemental Dues.

(a) Division Dues. The Member agrees to pay an annual amount of One Thousand and 00/100 Dollars (\$1,000.00) (“DIVISION DUES”) for each Division it desires to be classified within. Members may elect to be classified in multiple Divisions by paying the appropriate Division Dues and Supplemental Dues for each Division Membership. The Divisions selected by the Member are listed in the Agreement.

(b) Supplemental Dues. The Member agrees to pay the following amounts in addition to the Division Dues for membership in the relevant Divisions (“SUPPLEMENTAL DUES”):

(i) For membership in the Aggregate Division, the Member shall pay 0.0367 cents per man hour of work as reported on the MSHA Form 7000-2 during the course of the Membership Term. Dues paid under this section are capped at Forty Thousand Dollars (\$40,000.00) per year.

(ii) For membership in any other Division, the Member shall pay Twelve One-hundredths of One Percent (0.0012) (\$120.00 per \$100,000.00) of the contract price of each Tennessee Department of Transportation Contract entered into during the course of the Membership Term. For contracts exceeding Forty Two Million and 00/100 Dollars (\$42,000,000.00), the Member shall pay Twelve One-hundredths of One Percent (0.0012) for the first Forty Two Million and 00/100 Dollars (\$42,000,000.00), Six One-hundredths of One Percent (0.0006) for amounts between Forty Two Million and 01/100 Dollars (\$42,000,000.01) and One Hundred Million and 00/100 Dollars (\$100,000.00), and Three One-hundredths of One Percent (0.0003) for amounts over One Hundred Million Dollars (\$100,000,000.00).

(iii) Supplemental Dues are capped at Fifty Thousand Dollars and 00/100 (\$50,000.00) on any one contract and Seventy Five Thousand and 00/100 Dollars (\$75,000.00) total for a year.

(c) Prorated First Year Dues. Division and Supplemental Dues for the Member’s first year will be prorated based on the Members application date.

3. Payment.

(a) The Member shall pay all Division Dues upon entering into the Agreement and must be received prior to approval of membership. Payment of Division Dues upon the renewal of a Membership Term shall occur within thirty (30) days of renewal.

(b) The Member shall pay all Supplemental Dues within thirty (30) days of the end of the Membership Term. Upon request, the Member shall provide the TRBA with reasonable evidence to determine the correct amount of Supplemental Dues.

(c) Payments of Membership Dues due and unpaid shall bear interest from the date payment is due at 1% per month.

(d) Payments shall be made via check made payable to the TRBA and sent to the following address:

Tennessee Road Builders Association  
213 Rep. John Lewis Way N.  
Suite 100  
Nashville, TN 37219

4. Membership Term and Renewal. The term of membership shall be one (1) year from the date of execution of the Agreement (“MEMBERSHIP TERM”) unless terminated in accordance with Section 10 of the Agreement. Membership shall renew automatically on the term anniversary at then-current fees for successive terms, unless a notice of cancellation is received in writing at least 30 days prior to the term anniversary.

5. TRBA Deliverables. The TRBA delivers to members from time to time benchmarks, industry analyses, trend studies, surveys, and other aggregations, compilations, studies and analyses (“TRBA DELIVERABLES”). All these TRBA Deliverables are the copyrighted property of the TRBA. TRBA Deliverables that are in the public domain may be freely shared with third parties. TRBA Deliverables that are restricted to members only may not be used for external sales or marketing purposes and are intended exclusively for the members’ internal use.

6. Confidential Information. Information delivered by the Member to the TRBA shall be deemed confidential information if: 1) it is clearly marked as “Confidential Information”; 2) if disclosed orally, it is designated Confidential Information at the time of disclosure and confirmed as such in writing within a reasonable time thereafter; or 3) it should be reasonably considered confidential given the nature of the information and circumstances surrounding disclosure. The TRBA shall use commercially reasonable efforts to maintain secrecy and confidentiality of the Confidential Information disclosed to it by a Member. Notwithstanding the foregoing, the TRBA may aggregate and compile the Member’s Confidential Information with the Confidential Information of other members and other data with the purpose of creating TRBA Deliverables. However, the TRBA will not disclose the source of any Confidential Information or any other identifying information without the written consent of the Member.

7. Announcements. Upon receipt of the executed Agreement, the TRBA has the right to publicly announce the Member’s membership via email, website, blog, social media, or other means of digital publication. Membership also gives the TRBA the right to use photographs or other pictures of the Member’s employees in the TRBA’s yearly magazine.

8. License to Identify Membership. During the Membership Term, the TRBA grants to the Member a non-exclusive, non-assignable, and non-transferable limited license to use the TRBA name and logo on any print or electronic advertising. Upon termination of the Membership Term or this Agreement, this license shall also terminate. Notwithstanding the above, the TRBA has an absolute right to terminate, cancel, suspend, or withdraw this license at any time. The name and logo are protected by trademark and copyright laws. All right, interest, title to, and ownership and intellectual property rights in the name and logo remain with the TRBA.

9. Member Representations. The Member represents and warrants to the TRBA, as a material inducement to the TRBA to execute this Agreement that:

(a) The Member is authorized to do business in the State of Tennessee and properly licensed by all necessary governmental authorities; and

(b) The Member is not currently engaged in any activity that might bring the TRBA material disrepute.

Breach of the representations and warranties in this Section shall constitute grounds for immediate termination of the Agreement.

10. Termination. The TRBA shall have the right, in its complete and sole discretion, to terminate the Agreement if the Member fails to comply with the terms and conditions of the Agreement and, as such breaches this Agreement or the representations contained herein. The TRBA shall not be responsible for a refund of any fees and charges paid by the Member prior to the termination of the Agreement. The Member shall be responsible for all Supplemental Dues incurred prior to the termination of the Agreement.

The parties will have the right to terminate the Agreement for convenience after five (5) days' written notice. In the event the TRBA exercises this right, it will refund all Membership Dues paid by the Member at a prorated rate based upon the termination date of the Agreement. If the Member exercises this right, the TRBA will not be responsible for a refund of any Membership Dues paid by the member prior to termination of the Agreement, and the Member shall be responsible for paying any Supplemental Dues incurred prior to termination.

11. Notice.

If to the TRBA:

Tennessee Road Builders Association  
213 Rep. John Lewis Way N.  
Suite 100  
Nashville, TN 37219  
Attn: Kent Starwalt

If to the Member:

See address listed in the Agreement

12. Miscellaneous.

(a) The Member will indemnify and hold harmless the TRBA and its officers, directors, employees and agents from and against any and all losses, damages, claims, demands, debts, liabilities and expense (including reasonable attorneys' fees) arising from any monetary damage or personal injury sustained as a result of or during the use of any member benefits available from TRBA membership. Under no circumstances will the TRBA be liable to the Member for indirect, incidental, consequential, special or exemplary damages (even if the TRBA has been advised of the possibility of such damages), arising from any provision of this Agreement.

(b) The parties agree that the purpose of the TRBA is to provide general information to its members about market and industry trends. The Member agrees that it will not discuss under the auspices of the TRBA pricing of its services with other members or the specific terms and conditions under which it

conducts business with its suppliers. Violation of this provision shall be grounds for immediate termination of membership privileges.

(c) This Agreement shall be governed by the laws of the State of Tennessee without regard to its choice of law provisions. Any dispute arising from or related to the Agreement shall have exclusive venue in the Davidson County, Tennessee Chancery Court.

(d) This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the TRBA and Member and their respective successors and permitted assigns or delegates. The TRBA and the Member each agrees that the provisions of this Agreement shall be enforceable directly against it by any such successor or assign referred to above.

(e) In connection with any action by the TRBA to enforce the terms of this Agreement, including but not limited to the collection of Membership Dues, the TRBA shall be entitled to recover from the other party its reasonable attorneys' fees, expert witness costs, and other legal costs for any collection, bankruptcy, trial and appellate proceedings.

(f) This Agreement is the entire agreement between the parties, and replaces any and all prior agreements or understandings between the Parties hereto (whether written or oral) and cannot be modified except in a written document signed by the TRBA and the Member.

(g) If any provision or part of any provision of the Agreement becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

(h) The failure of the TRBA, in any one or more instance, to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute or be construed as a waiver of the same or any similar right, option or restriction but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. The exchange by TRBA and Member of copies of this Agreement and executed signature pages hereto by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original thereof for all purposes

(j) The Member acknowledges that amounts paid to the TRBA in dues are not deductible as business expenses due to the TRBA's lobbying activities on behalf of membership.