

Membership Terms & Conditions

This is a legal agreement that sets forth the terms and conditions of your/your organization's ("You/Your") membership in the National Association for Pupil Transportation (NAPT).

Term of Your Membership:

This agreement begins when you have been notified by NAPT that Your application for membership has been accepted by NAPT and ends 12 months thereafter, unless You cancel it beforehand. ("Term"). NAPT shall have the right, in its complete and sole discretion, to terminate the Agreement for any reason prior to the end of its Term. NAPT will refund all fees and charges paid by the member and not earned by NAPT within thirty days of the termination. You shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination, expiration or cancellation.

Obligations of Members

Bylaws: You agree to abide by the Bylaws. Bylaws, means the NAPT corporate bylaws, as in effect and as amended from time to time, a copy of which is available online in the Members' Only Area, or upon written request of NAPT.

Dues and Other Fees: You shall pay dues, fees and other assessments applicable to your type of membership, as established from time to time by NAPT. NAPT may establish additional fees or charges for participation in meetings or for other benefits of membership.

Use/Disclosure of Contact Information:

The NAPT collects business contact information, including, without limitation, e-mail addresses, telephone and facsimile numbers, and physical addresses, pertaining to its Members and Trade Show Attendees. Any such information provided by a Member or Trade Show Attendee may be disclosed by the NAPT to its other Members, Exhibitors, Official NAPT Trade Show Service Providers, and Partners. By providing Your business contact information to the NAPT, You have consented to the use and disclosure of that information in this manner. If You do not want the NAPT to use or disclose Your business contact information as described herein, you must notify NAPT in writing. NAPT notes that this may result in You being unable to access some or all of our services.

Injunctive Relief and Other Compensation:

You acknowledge that if You breach any obligations under this Agreement, You shall cause damages of an irreparable and continuing nature to NAPT, for which money damages will not provide adequate compensation. Therefore, in addition to any money damages to which NAPT is entitled (which includes NAPT's right to recover its reasonable attorney's fees), NAPT also is entitled to an injunction to prohibit your continuing breach of the applicable covenant or otherwise to compel Your specific performance under this Agreement. NAPT shall have the right to obtain such injunctive compensation without having to prove any damages or post any bond.

Limitation of Liability:

You agree that You will not sue NAPT for injunctive relief or for any damages on any matter concerning the subject matter of this Agreement. In no event shall NAPT be

liable to You or any other for any damages of any type as a consequence of Your actions pursuant to this Agreement, whether such actions are authorized or unauthorized pursuant to the terms of this Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL NAPT OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notices:

All notices, which concern this Agreement, shall be given in writing and be effective, as follows.

- (a) By actual delivery of the notice into the hands of the party entitled to receive it, in which case such notice shall be deemed given on the date of delivery; or
- (b) By mailing such notice by registered or certified mail, return receipt requested, in which case such notice shall be deemed given five (5) days from the date of its mailing.

All notices should be mailed to: NAPT, 1840 Western Avenue, Albany, NY 12203, in the case of NAPT, and at Your address as contained in the NAPT records in the case of You.

Any party to this Agreement may change its address for notice purposes, by providing written notice of the change of address to the other party.

Miscellaneous:

If any provision of this Agreement is held invalid or unenforceable, all other provisions shall remain valid, unless such validity would frustrate the purpose of this Agreement, and this Agreement shall be enforced to the full extent allowable under applicable law and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision. No modification to this Agreement is binding, unless in writing.

This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of New York, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

This Agreement is the entire Agreement between You and NAPT relating to the subject matter herein and supersedes all prior and contemporaneous oral or written communications, proposals, and representations with respect to its subject matter except for the Bylaws which are themselves integrated into this Agreement.

NAPT reserves the right to change this Agreement and/or its terms at any time and may eliminate the license granted herein with respect to You individually or all members collectively at any time. Any change to this Agreement and/or its terms shall be effective as of the date of posting to the website of NAPT or actual notice to you, whichever is earlier.