

INDEPENDENT CHAPTER EXECUTIVE

AGREEMENT made this _____ day of _____, 2002, by and between PITTSBURGH CHAPTER NATIONAL TOOLING & MACHINING ASSOCIATION, a non-profit association, having its principal office at 2585 Washington Road, Building #100, Suite 120, Upper St. Clair, PA 15241, hereinafter called the "Association",

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GEORGE DAVIS, of _____, PA _____, hereinafter called "Chapter Executive".

WHEREAS, the Association is dedicated to sustaining a viable, active tooling and machining industry in Pittsburgh and its surrounding entities.

WHEREAS, the Chapter Executive has remained an active member of the Association providing the vital communication link between members, the trade schools, new members and the National NTMA office.

WITNESSETH:

I. INDEPENDENT CHAPTER EXECUTIVE STATUS:

The Chapter Executive hereby agrees, pursuant to the terms and conditions set forth herein, to be an independent Chapter Executive for the Association and not an employee for any/and or all purposes. The Chapter Executive is responsible for paying his own taxes, social security, and other similar obligations. The Association will not deduct any amounts from his compensation nor make any payments to any taxing or other governing authority or body for Chapter Executive taxes, social security or other such obligations. Chapter Executive agrees to indemnify and hold harmless the Association should it be required to make any such payments on account or behalf of the Chapter Executive.

II. TERMS AND CONDITIONS:

The term of this AGREEMENT shall commence upon execution hereof by the parties hereto and shall continue for such time as the parties may agree unless and until terminated by the Association or the Chapter Executive as set forth herein.

The Chapter Executive shall act on behalf of the Association as a vital communication link between members, the trade schools, new members and the National NTMA Office. The Chapter Executive must also possess the communication skills necessary to promote and unite the current and future Pittsburgh Chapter NTMA members.

The Association agrees to pay the Chapter Executive the amount of \$ _____ per _____ for his services as an Independent Chapter Executive, plus any reasonable, related expenses so incurred as agreed upon in writing in advance.

III. MEMBERSHIP:

The Chapter Executive agrees to perform, to the best of his abilities, the coordination of all promotional activities with Membership Chairman and his/her committee members; To maintain complete, up-to-date database of members and prospective members; To maintain complete status reports on all prospective member contacts; To handle all mailing activities regarding membership; and to maintain contact with NTMA National Office to address any questions from members or prospective members.

IV. MEETINGS:

(Defined as: Membership, Board, Sub-Committee, Apprenticeship and Chapter Functions)

The Chapter Executive will assist the Program Chairman in developing meeting programs. Under guidance of the Program Chairman, the Chapter Executive will be responsible for the preparation and distribution of meeting notices and will, in general, be responsible for all meeting promotion efforts. The Chapter Executive will make all reservations and handle physical arrangements; i.e. meeting room, seating arrangements, meals, etc. Under guidance of the President, he will prepare the agenda for general membership meeting and Board of Directors' meetings and insure their distribution. He will also be responsible for the preparation and/or coordination of any special Chapter surveys, the Precision Pittsburgh newsletter, or special bulletins. The Chapter Executive will attend all meetings and maintain records of all business transactions, prepare final minutes for approval by the appropriate officers and/or chairmen and make distribution. The Chapter Executive will also handle all mailing activities for meeting notices, surveys and the newsletter.

V. RECORDKEEPING:

The Chapter Executive agrees to maintain complete status reports on National dues collections as well as the billing, collections and subsequent record keeping with regard to any local associate members. The Chapter Executive will maintain complete financial records and assist the Treasurer in preparing income and expense reports, balance sheets, budgets, etc., as required by local policy, usually on a semi-annual basis. The Chapter Executive must provide copies of minutes for each meeting to Fort Washington, Maryland office of NTMA.

VI. FINANCIAL (Treasurer):

The Chapter Executive is responsible for the collection and accounting for all monies; payment of all chapter and apprentice disbursements, billing of annual dues to associate members, and the maintenance of a complete financial accounting system for all monies received and disbursed. The Chapter Executive agrees to management of local checking account and broker money market account; reconciling monthly statements. The Chapter Executive, with broker consultation, is responsible for the investment of

chapter funds where possible. The Chapter Executive accounts for the preparation of detailed monthly Treasurer reports, maintaining tie-in with bank statements; the preparation of annual federal income tax return, Form 990, and submitting on a timely basis keeping in close liaison with the Chapter CPA; the preparation of federal and state employment tax returns, including Form 941, W2, 1099, PA501 for W/H , and PA U2.

VII. TERMINATION:

This Agreement may be terminated by either party for any reason or no reason upon thirty (30) days written notice by certified or registered mail sent first-class postage prepaid to the address of the non-terminating party set forth or elsewhere as the parties may direct. In the event of a breach or violation of this Agreement by the Chapter Executive of any term of this Agreement, the Association may terminate this Agreement immediately without further obligation to the Chapter Executive.

VIII. MISCELLANEOUS:

This Agreement represents the entire agreement between the parties hereto, and shall be binding.

This Agreement shall not be modified except in writing, signed by all the parties hereto.

If any part of this Agreement shall be declared invalid or unenforceable for any reason, then and in that event, all other provisions of the Agreement shall remain in full force and effect.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, and venue for any and all claims or actions allegedly arising out of this Agreement or for an alleged breach thereof shall lie in the Court of Common Pleas of Allegheny County, Pennsylvania, without regard to where any alleged breach, dispute, action, or conduct of any kind occurred, happened, arose or allegedly occurred, happened or arose.

ATTEST:

PGH. CHAPTER NATIONAL TOOLING & MACHINING ASSOC.

SECRETARY

BY: _____
ASSOCIATION

WITNESS:

GEORGE DAVIS, CHAPTER EXECUTIVE