



National Valet Parking Association

MEMBERSHIP APPLICATION

2010

**NATIONAL VALET PARKING ASSOCIATION
MEMBERSHIP APPLICATION**

DIRECTIONS: PLEASE COMPLETE, SIGN AND DATE THIS APPLICATION, EXECUTE THE NVPA MEMBERSHIP AGREEMENT, AND SEND THE APPLICATION, AGREEMENT, YOUR CHECK, AND ALL SUPPORTING DOCUMENTATION AND MATERIALS TO THE ADDRESS INDICATED AT THE END OF THIS APPLICATION. WE LOOK FORWARD TO YOUR MEMBERSHIP IN THE NATIONAL VALET PARKING ASSOCIATION.

Membership Type (check one):

<input type="checkbox"/> Voting Member (see requirements below)
<input type="checkbox"/> Associate Member
<input type="checkbox"/> Affiliate Member

Member Information (please print or type):

Name: _____

If an entity, state of formation: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Website: _____

Delegate: Please identify the one individual in your organization who will formally represent your company as necessary at meetings and cast votes on your behalf on matters to which you may be entitled to vote. This individual will also serve as our primary contact within your organization with respect to all official NVPA matters.

Delegate Name: _____

Business Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

Email: _____

Company Description: Please provide a brief description of your products, services, or background to be included in NVPA publications, including the NVPA website. Please do not exceed 250 words.

IF YOU WOULD LIKE TO BE CONSIDERED FOR VOTING MEMBERSHIP, PLEASE PROVIDE THE FOLLOWING INFORMATION SO THAT THE MEMBERSHIP COMMITTEE MAY THOROUGHLY EVALUATE YOUR APPLICATION. THANK YOU VERY MUCH.

(1) Years In Business. How long has your company been in business? To be considered as a Voting Member you must have been actively engaged in the valet parking business for a minimum of five years. Has your company been in business for at least 5 years? ()YES ()NO

(2) Size of Company. How many employees does your company have? Voting Members must employ a minimum of 100 employees. Does your company employ at least 100 people? ()YES ()NO

(3) Safety Procedures. Does your company promote safety with respect to your clients, customers and employees, to include: [a] safe driving programs and discipline policy for unsafe drivers ()YES ()NO, [b] efforts to maintain a safe work environment for your employees ()YES ()NO, [c] methods of reporting unsafe conditions to management ()YES ()NO, [d] promotion of safe cash handling systems to protect employees, ()YES ()NO and [e] regular safety meetings with your managers ()YES ()NO ?

(4) Security Procedures. Do you have a policy with respect to protecting the security of customers' vehicles, such as securing keys in locked key boxes, locking vehicle doors, etc? ()YES ()NO

(5) Employment Practices. Please discuss your recruiting and hiring practices. Do you: [a] check the driving record of all applicants before they are hired ()YES ()NO, [b] check references and past employment records ()YES ()NO, [c] administer integrity or honesty tests to potential applicants ()YES ()NO, [d] adhere to all federal and state hiring practices ()YES ()NO, and [e] adhere to all federal and state wage and hour laws ()YES ()NO?

(6) Insurance. Please submit evidence, such as an insurance certificate, demonstrating that you carry the following types and levels of insurance: [a] General Liability Insurance and Garage Keepers Legal Liability with a total minimum of \$5,000,000 and an umbrella for the difference and [b] Workmen's Compensation Insurance with the minimum as required by law. Are your insurance carriers rated A+ or higher? ()YES ()NO

(7) Claims Management. Please discuss your claims management policies. Do you have professional procedures for settling claims that include: [a] a trained claims adjuster to investigate all claims ()YES ()NO, [b] professional claim forms available at all locations for customers ()YES ()NO, [c] written procedures for customers and employees to follow in the event an incident occurs or a customer desires to make a claim ()YES ()NO, and [d] a history of responsible claims settling within your region ()YES ()NO?

(8) Customer Service. Please answer the following to confirm that you deliver excellent customer service. Do you: [a] provide written training materials to your employees ()YES ()NO, [b] administer classroom training to your employees ()YES ()NO, [c] provide on-site driving testing and training for your employees ()YES ()NO, [d] provide professionally uniformed personnel ()YES ()NO, [e] enforce professional and conservative grooming

standards ()YES ()NO and [f] conduct independent customer service shopping ()YES ()NO ?

(9) Additional Information. Please provide any additional information or evidence demonstrating your commitment to the ideals of the National Valet Parking Association.

**IN ORDER FOR YOUR APPLICATION TO BE CONSIDERED BY THE
MEMBERSHIP COMMITTEE, ALL PROSPECTIVE MEMBERS
SHOULD BE SURE TO DO THE FOLLOWING:**

1. Execute the Membership Agreement included herewith.
2. Submit a check for the annual dues applicable to the class of membership for which you are applying. If for some reason you are not granted membership, your check will not be cashed and will be returned to you.

<u>Membership Class</u>	<u>Dues</u>
Voting	\$1,000
Associate	\$ 250
Affiliate	\$1,500

*Checks should be made payable to: **National Valet Parking Association, Inc.**

3. Sign and date this application below.

The undersigned applicant certifies that the information contained in this application is accurate to the best of applicant's knowledge.

Applicant/Company Name: _____

Date: _____

By: _____
(Individual Signature)

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Send Application Materials to: National Valet Parking Association
Peneli Tims, Executive Director
PO Box 644
Solana Beach, CA 92075

NATIONAL VALET PARKING ASSOCIATION

MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (“Agreement”) is entered into between the National Valet Parking Association, Inc., a Georgia nonprofit corporation, (“NVPA”), and the individual or entity identified on Exhibit A hereto (“Member”).

Member agrees to be a member of NVPA on the following terms and conditions:

1. **DEFINITIONS**

- 1.1 Affiliates** means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists.
- 1.2 Bylaws** means the NVPA corporate bylaws, as in effect and as amended from time to time.
- 1.3 Confidential Information** means and includes: (i) written materials marked as confidential at the time of disclosure; (ii) orally-disclosed material that is designated as confidential at the time of disclosure and in a written memorandum sent to the Secretary within thirty (30) days of disclosure, summarizing the Confidential Information sufficiently for identification; and (iii) all minutes of meetings of the members and executive committee.
- 1.4 Control** means beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.
- 1.5 Delegate** means, in cases of Members that are entities, an employee, or officer or owner of such Member designated to receive official correspondence and notices from the NVPA and to cast votes on behalf of such Member. The Delegate shall be identified on Exhibit A hereto and may be changed from time to time by Member upon proper notice to NVPA.
- 1.6 Dues** means the annual dues applicable to Member’s class of membership. Dues shall be set annually by a vote of the NVPA board, as set forth in the Bylaws. Dues as of the date hereof are as follows:

<u>Membership Class</u>	<u>Dues</u>
Voting	\$1000.00
Associate	\$250.00
Affiliate	\$1500.00

- 1.7 Member** means undersigned Member.

1.8 Members means all NVPA Members, regardless of membership class, including Members who may become Members after the undersigned Member joins.

1.9 Secretary means the individual or company designated by NVPA as the Secretariat with which NVPA has contracted to provide management, administrative and membership services.

2. Membership

2.1 Class Membership. Subject to the terms and conditions of this Agreement and the Bylaws, Member agrees to be a Member of NVPA in the class designated on the signature page of this Agreement. Member's assignment to a class is subject to meeting the qualifications for membership in the class and confirmation by the Membership Committee and Board, or as otherwise required by the Bylaws.

2.2 Qualifications. The Member represents and warrants that it satisfies the qualifications required for membership type indicated below. As applicable, the Member covenants to adhere to these standards and to inform the NVPA immediately if it fails to satisfy them.

2.2.1 Voting Member. If a Voting Member, the Member represents and warrants that it satisfies the following:

(i) Years In Business. The Member has been in business for a minimum of five years.

(ii) Size Of Company. The Member employs a minimum of 100 employees

(iii) Safety Procedures. The Member promotes safety of its clients, customers and employees by (a) establishing safe driving habits and strict discipline for unsafe drivers, (b) maintaining a safe work environment for its employees, (c) providing methods to report unsafe conditions to management, (d) promoting safe cash handling systems to protect employees, and (e) holding a quarterly safety meeting with all managers.

(iv) Security Procedures. The Member protects the security of its customers' vehicles by securing all vehicle keys in a locked key box and locking all vehicles.

(v) Employment Practices. The Member maintains stringent recruiting and hiring practices by (a) checking the driving record of all applicants before they are hired, (b) checking references and past employment records, (c) administering integrity or honesty tests to potential applicants, (d) adhering to all federal and state hiring practices, and (e) adhering to all federal and state wage and hour laws.

(vi) Insurance. The Member carries the following types and levels of insurance: (a) General Legal Liability Insurance with a minimum of \$5,000,000 and an umbrella for the difference (b) Garage Keeper's Legal Liability Insurance with a minimum of \$1,000,000, (c) Worker's Compensation

Insurance with the minimum as required by law, and (d) insurance policies issued by carriers rated A+ or higher.

(vii) Claims Management. The Member has professional procedures for settling claims that include (a) a trained claims adjuster to investigate all claims, (b) professional claim forms available at all locations for customers, (c) written procedures for customers and employees to follow in the event an incident occurs or a customer desires to make a claim, and (d) a history of responsible claims settling within its region.

(viii) Customer Service. The Member delivers excellent customer service by (a) providing written training materials to its employees, (b) administering classroom training to its employees, (c) providing on-site driving testing and training for its employees, (d) providing professionally uniformed personnel, (e) enforcing professional and conservative grooming standards and (f) conducting independent customer service shopping.

2.2.2 Associate Member. If an Associate Member, I represent that I am an individual that is a former industry executive or other industry participant not actively engaged in the business of providing valet services.

2.2.3 Affiliate Member. If an Affiliate Member, the Member represents that it is an individual, company or organization whose primary purpose is furnishing equipment, supplies or services to the valet parking industry.

2.3 Support For Mission. Member, regardless of membership classification, covenants to support and promote the mission of the NVPA and to use commercially reasonable efforts to satisfy and maintain those practice standards applicable to its membership class.

2.4 Member Benefits. The Member shall be entitled to the benefits provided by this Agreement and the Bylaws. The member shall be entitled to participate in NVPA membership meetings, to receive materials disseminated to the Member, to access World Wide Web pages maintained by NVPA, and to the other benefits of such membership, as determined from time to time by the Executive Committee or as specified in the Bylaws.

2.5 Use Of Name. The Member may publicly disclose that it is a Member of NVPA. However, the Member may not identify any product or service as being sanctioned by or approved by the NVPA, unless such a program is adopted by the NVPA and Member satisfies its requirements. The NVPA shall have the right to include the Member's name in any lists of Members published by the NVPA and to announce that the Member has joined NVPA.

2.6 Affiliates. The Member acknowledges and agrees that it and its Affiliates shall be treated for all purposes as one Member, entitled to one vote on all matters upon which the Member is entitled to vote.

3. Obligations Of Members

3.1 Bylaws. The Member has reviewed, hereby approves and agrees to abide by the Bylaws. Terms used in this Agreement have the same meaning as when the same terms are used in the Bylaws.

3.2 Dues and Other Fees. The Member shall pay dues, fees and other assessments applicable to it's class, as established from time to time by the Executive Committee and/or Board. Dues within a class shall be nondiscriminatory. The Executive Committee may establish reasonable additional fees or charges for participation in meetings or for other benefits of membership.