



Membership Agreement

This document serves as the agreement of each Member to the Roles, Responsibilities and Benefits for Membership in Urban Wood Network Inc.

_____ ("Member"), agrees, effective _____ (date of payment) to become a member of Urban Wood Network Inc. (UWN).

Urban Wood Network Inc. is a US 501C3 Nonprofit, registered in The State of Wisconsin at 1239 Fish Hatchery Road, Oregon, WI 53575, info@urbanwoodnetwork.org, 906.875.3720

1) BACKGROUND AND UNDERSTANDING

- a) The Urban Wood Network Inc. (UWN) is a network of independent businesses, organizations, municipalities, and advocates who utilize urban wood to its maximum potential.
- b) UWN promotes the social, environmental, and economic values of urban wood.
- c) UWN drives utilization of urban forest resources in the creation of the highest value forest products to maximize the value of trees removed due to pests, disease, or circumstance.
- d) UWN builds awareness of the urban wood market by bringing together urban wood efforts, providing leadership and assistance, and by facilitating information sharing.
- e) UWN seeks to build a common understanding, language, commitment, and brand as we bring urban wood to the marketplace.
- f) Urban wood is often described as the wood that comes from the trees where we live and work and may come from areas traditionally thought of as rural communities.
- g) UWN defines urban wood as "any wood that was not harvested for its timber value and was diverted or removed from the waste-stream and developed or redeveloped into a product. Urban wood can come from 3 sources: Deconstruction, Fresh cut urban trees, and Salvaged trees."
- h) Urban Wood Network is an equal opportunity organization.

Any question about qualifying wood sources should be brought to UWN.

2) MEMBER OBLIGATIONS

- a) Payment
 - i.) Member agrees to pay to UWN an annual membership fee, determined in accordance with the membership fee schedule, attached hereto as Exhibit A and incorporated herein, as it may be amended from time to time at the beginning of a new year.
 - ii.) The first annual payment shall be due upon execution of this Agreement.
 - iii.) Subsequent annual membership payments shall be due on or before the agreement date of each year thereafter, unless the Member chooses not to renew its membership, or UWN notifies Member that UWN has been dissolved or is no longer offering memberships. Payment of membership fees is consent to this Membership Agreement.



- b) Responsibilities
 - i.) Promote UWN membership, mission, and goals.
 - ii.) Promote the highest and best utilization of removed urban trees.
 - iii.) Utilize the UWN logo and promotional materials in compliance with the branding guide & member agreement.
 - iv.) Maintain current business information for UWN website listing at urbanwoodnetwork.org.
 - v.) Support UWN events through promotion and/or attendance.
 - vi.) Contribute stories for UWN media.
 - vii.) Maintain proper business practices including licensing/certification and payment of applicable taxes/fees.
 - viii.) Comply with applicable industry practices and local, state, and national laws/regulations for tree removal, processing and drying as per the USRW standards and guidelines.
 - ix.) Promote manufacturing, selling, supplying, specifying, and/or utilizing urban wood as a regular policy while including utilizing the UWN logo and branding as much as possible.
 - x.) Maintain ISA Arborist certification, if applicable in the member's UWN Chapter/Region.
 - xi.) Clearly identify kiln drying techniques of urban wood products in alignment with industry practices, as per the USRW standards and guidelines.

- c) Professional Conduct and Product Quality
 - i.) The success of UWN rests on the professionalism and product quality of all its members. The work of any one member reflects on all UWN members. The UWN reserves the right to remove a member from UWN should an issue of professionalism or product quality arise. The removal of a member must be approved by a unanimous vote of the UWN Board of Directors and will be done only as a last resort if other interventions are not successful.
 - ii.) UWN member will not make any false, misleading, or deceptive claims about urban wood products.

- d) UWN Key Tenets - Member agrees to support, promote, and uphold the following:
 - i.) Urban trees have their highest value while living. When these trees need to be removed, they should be put to their highest and best uses to maximize their economic, environmental, and societal benefits for people in urban areas and beyond.
 - ii.) Sustainable recovery and the highest and best use of urban forest products are essential components of sustainable urban forestry management.
 - iii.) Increased end user demand for urban forest products is essential to increasing demand all along the urban wood use chain and producing benefits throughout the urban forest sector.
 - iv.) The Urban Wood Network will effectively achieve its mission through collaboration and information sharing.
 - v.) The Urban Wood Network is committed to work in partnership with the full diversity of stakeholders that share our vision and mission.



- e) Conflicts-of-Interest - UWN is committed to maintaining the highest standards of transparency, integrity, and impartiality in its operations and interactions with its members and the public.
 - i.) Definition of Conflict of Interest: A conflict of interest arises when a member's personal, financial, or professional interests could compromise, or appear to compromise, their ability to make unbiased decisions in the best interests of UWN and its mission.
 - ii.) Disclosure of Conflicts of Interest: Members of UWN are expected to promptly disclose any actual, potential, or perceived conflicts of interest that could impact their involvement in UWN's activities. This includes but is not limited to financial interests, employment, relationships, or affiliations that may conflict with the organization's goals and objectives.
 - iii.) Recusal from Decision-Making: In cases where a member has a conflict of interest, that member must recuse themselves from any discussions, decisions, or votes related to the matter at hand. This includes avoiding any attempts to unduly influence decisions that could be affected by the conflict.
 - iv.) Transparency: UWN will maintain transparency regarding potential conflicts of interest within its membership. All disclosed conflicts of interest will be appropriately documented and managed.
 - v.) Resolution of Conflicts: UWN's leadership and governance bodies will assess disclosed conflicts of interest on a case-by-case basis. Decisions on how to address conflicts will prioritize the organization's best interests, mission, and ethical considerations.
 - vi.) Removal of Membership: UWN reserves the right to take appropriate action, including revocation of membership, if a member's conflicts of interest are deemed to compromise the organization's integrity, values, or mission.

3) MEMBER'S BENEFITS

- a) License
 - i.) UWN Content
 - (1) Inconsideration of the annual membership fee, Member shall have a license to use for their own use, all materials which it receives from UWN under this Agreement ("UWN Content").
 - (2) Member shall give appropriate reference to UWN as the source of the materials utilized.
 - (3) UWN DISCLAIMER - MEMBER ACKNOWLEDGES AND AGREES THAT UWN MATERIALS ARE PROVIDED ON AN "AS-IS " BASIS AND THAT UWN, AND ITS DATA PROVIDERS AND CORPUS AUTHORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY WITH WHATEVER DOCUMENTATION IS PROVIDED. IN NO EVENT SHALL UWN, ITS DATA PROVIDERS OR CORPUS AUTHORS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES OR EXPENSES OF ANY NATURE OR KIND ARISING IN ANY WAY FROM THE FURNISHING OF OR MEMBER'S USE OF THE UWN MATERIALS RECEIVED.



2) Logos and Brand Images

- (1) UWN Inc. owns the UWN Logos depicted on Exhibit A. UWN grants this UWN member a non-transferable, royalty-free, non-exclusive, non-assignable, revocable, limited term license to use, reproduce, publish, distribute and display UWN Logos in promotional materials (including social media) related to member's membership in the Urban Wood Network, and in the promotion and sale of Urban Wood products.
- (2) UWN member may continue to work with traditionally logged timber; however, these products must be kept separate from Urban Wood products and may not carry UWN Logos.
- (3) UWN member may not alter UWN Logos in anyway other than to adjust the size proportionally for its use in its promotional materials. This includes changing colors, font, proportions or removing the TM or ® marks.
- (4) UWN member may not use UWN Logos as the exclusive representation of UWN member's business entity.
- (5) UWN member recognizes the value of the good will associated with UWN Logos and acknowledges that UWN Logos and goodwill are the property of UWN.
- (6) UWN member agrees not to diminish the value of the UWN Logos.
- (7) UWN member acknowledges that any goodwill derived from its use of UWN Logos inures to UWN's benefit.
- (8) UWN member agrees not to dispute, challenge, or assist anyone else in disputing or challenging UWN's rights in the UWN Logos, or the validity of the UWN Logos.

3) Access to USRW certification when available

4) Further benefits can be found on the UWN website.

4) Indemnity

- a) Member shall defend, indemnify and hold harmless UWN, its employees, trustees, officers, and agents ("Indemnified Persons") from and against any and all liability, claims, lawsuits, losses, damages, costs or expenses (including attorneys' fees) which the Indemnified Persons may hereafter incur, suffer or be required to pay by reason of any use of the UWN Materials by Member, its employees, directors, officers or agents which violates this Agreement, any user agreements, or any laws, including federal and state copyright laws.

Exhibit A – Dollar amounts are based upon the annual gross income of “urban wood” side of the member’s business.

Sector	Area	Under \$100,000	\$100,000 - \$500,000	\$500,000 - \$1,000,000	\$1,00,000 - \$5,000,000	\$5,000,000+
1	All Industries and Tree Caretakers	\$100	\$175	\$300	\$500	\$1,000
2	Individual Advocates & Students	\$50				