

International Andalusian and Lusitano Horse Association

Board of Directors

Conference Call

Date	March 27, 2014	Time	5:00 pm PST
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Chair in Attendance? ☒ Julie Alonzo, President

Secretary in Attendance? ☒ Leesa Nero

Julie Alonzo, IALHA President, called the meeting to order at 5:06 pm PST.

Members in attendance at roll call

Members Absent

Last Name	First Name	Title	In Person Telephone	Last Name	First Name	Title
Alonzo	Julie	President	Telephone	Mathy	Allison	Director R1
Laake	Kay	Vice President	Telephone	Walck	Alison	Director R6
Mohr	Sherry	Treasurer	Telephone			
Nero	Leesa	Secretary	Telephone			
Camp	Gary	Director at Large	Telephone			
Dees	Alex	Director R2	Telephone			
Holman	Nancy	Director R3	Telephone			
Smith	Janita	Director R3	Telephone			
Dell	Malen	Director R5	Telephone			
McGallaird	Sherry	Director R5	Telephone			
Malone	Jill Glasspool	Director R7	Telephone			
Malone	Robert	Director R7	Telephone			
Camp	Lisa	Show Chair	Telephone			

Current strength of body is 15. Minimum # for quorum is 8. Members in attendance at roll call were 13.

☒ Quorum Achieved

Guests:

Last Name	First Name	Title	In Person or Telephone?
Asman	Joanne	Member Region 1	Telephone
Branson	Terrye	Member Region 5	Telephone
Menke	Bruce	Member Region 5	Telephone
Waddell	Kate	Registry Board Member	Telephone
Sausman	Karen	Registrar	Telephone

AUDIT BOARD

Janita Smith indicated William "Bill" Smith would be willing to serve on the IALHA Audit Board. Sherry Mohr inquired if he was a member. It was confirmed he needs to be a Full Member in order to be appointed to this position. Janita said he can be and would file for his membership the next day.

➤ Kay Laake, Vice President, made a motion to:

MOTION

Appoint Bill Smith to the 2014 Audit Board effective upon completion of membership.

- ✓ Voting strength of the body was 12. The motion carried with 11 ayes, 0 nays, 0 abstentions and 1 non-response.
Motion passed unanimously by voice vote.

MEMBERSHIP SERVICES ADMINISTRATOR

Kay Laake, Membership Committee Chair, stated she would be presenting a motion to the Board of Directors for the IALHA to hire a Membership Services Administrator (MSA), to start on April 1, 2014 to bring this department back in-house and to take the place of AR whose contract will end on June 1, 2014; allowing for two months of overlap while the new person becomes familiar with the Avectra software. Kay asked for the Membership Subcommittee members who prepared reports (see attached), and which were previously sent to the Board for review, to briefly recap their reports and address any questions:

- *Alex Dees recapped her report of two new Avectra users and summarized that both were very positive. There were no questions for Alex.*
- *Karen Sausman recapped on the financial cost comparison saying it shows the expenses for a new membership hire is staying within the 2014 Budget. Salary offering is under budget. There is a little more expense if someone in Kentucky is hired verses in Birmingham and the amount shown for the potential phone costs in Kentucky is only an estimate. There were not questions for Karen.*
- *Kay Laake recapped her report on the Backup Plan. Guest Bruce Menke stated that the plan only addresses someone being out and unavailable for 1, 2 or 3 days and wanted to know what is the plan if someone leaves the position entirely (with or without notice) or is out for an extended period of time. Kay responded that she would immediately put a "temp" in place should this occur. The "temp" would be instructed to not focus on the less than important features of membership services but instead on keeping the data base current and up to date. Since all of the transferring of data, from AR to MS, will have taken place already it would be easy to train this person to do the data entry in a matter of hours. Training can be done by phone or in-person. Kay promised to committee to 2 hours per day and if necessary would run an ad again for a new hire. Bruce then asked "How long is Avectra training? Kay responded that is was hard to say but for up front training to move and set up the database there are 10 modules which take about 1 to 1 ½ hours each. Once this is done though it does not need to be done again and a temp would not be dealing with setup only data entry. If necessary Kay could be there for a couple of days and then follow up with a couple hours on the phone. She indicated there were over 50 applicants that were first narrowed down to 15 and then to the 3 being presented for consideration tonight. All 3 had good references. Kay did say that while all 3 had various strengths none of them showed examples of any of their previous work.*
- *Kay Laake said that she would be happy if any of the 3 potential candidates were hired as she feels very good about all of them. She then went on to give her opinion of each one after having her interviews with them. She indicated one of the 50 candidates was an administrator of the Irish Draft association and that they even had an empty space to lease, for between \$350.00 to \$400.00; an amount considerably less than when the committee checked into space 4 years ago. She felt she was a good candidate, due to her breed organization experience, but probably not easy to become an IALHA breed fan whereas the other 3 candidates are new and fresh to our breed.*

After the report recaps Julie Alonzo, President, opened up the floor for each Board of Director to make a brief statement (limited to one minute) and to provide a straw vote as to the direction they are leaning at the same

time. Once they were done guests were allowed the same opportunity. Julie pointed out to the Board that should the board vote to hire someone in Kentucky the motion will need to pass by a 2/3rd's majority to override the preceding vote in 2013 to hire someone to be located in Birmingham. The Board comments are as follows:

- *L. Nero: Of the three candidates Kirsten van Haaren is the strongest. With today's technology there is no reason why the MSA could not be located in KY where she could then market the breed and organization better with the USEF, other equestrians, and during equestrian functions that take place at the park.*
- *S. Mohr: Preference would be for the MSA should be located in the Birmingham office along with the Registry staff. This would save time with everyone in the same location. Thinks we should "walk before we trot and run".*
- *K. Sausman: Believes we should hire the person in Birmingham to create a better flow for membership and create a better team in the office. Right now the office handles about 1/3rd of membership as renewals come in with registries and while they currently spend time forwarding this info to AR the office staff could save time in this person were in the office. Firmly believes we will be saving about \$20,000.00 a year by bringing Membership Services back after the first year.*
- *A. Dees: Most of the sub-committee would have like to have presented something different as they would prefer to abide by the original motion to locate the MSA in the Birmingham office. Doesn't see the KY location and we should not be tied to this hire. She agrees with the hiring of Karyn Ladeaux.*
- *G. Camp: Believes the MSA should be in KY and Katrina St. Germaine's 5 years of Spanish would be helpful.*
- *L. Camp: Excited about the two candidates in KY. In this day and age we can communicate with each other even if located in different areas. With an update phone system this would be seamless. If someone is hired in KY this person does need to see and meet the staff in Birmingham. Of the two in KY she would place Kiri over Katrina.*
- *N. Holman: Kiri is her selection. She has no fears about the MSA working from their home.*
- *J. Smith: Likes the idea of our presence in KY. Only a toehold but would be a start. She is familiar with Market Day so Kiri has to be a self-starter in order to have participated in this and thus she is her selection.*
- *S. Galliard: No response when called upon; phone connection lost?*
- *M. Dell: Would prefer to have the MSA in the Birmingham office unless we are entertaining moving to KY.*
- *R. Malone: Of the three candidates he likes Kiri because of her experience.*
- *J. Malone: Felt Kiri is the strongest candidate and agrees that a presence in KY would be good for the organization.*
- *J. Asman: No response when called upon.*
- *T. Branson: Best possible candidate for this position is Kiri. Kay would have oversight over her whereas the office has no oversight.*
- *B. Menke: Concurs that Kiri is the strongest candidate and has strong connections. There is a group serious about moving to KY within 10 years. Yet he would request the Board reconsider moving membership services from AR altogether. The IALHA does not have a good record of oversight. There are decent people in the office but they are not efficient due to no direct oversight. Membership Services will need proper oversight. Kay will burn out and then who will take over?*
- *K. Waddell: Moving to KY would be a great mistake. There could be a problem with giving any of our records to someone who works at home. We are jumping the gun by going to KY until we are able to go*

directly into the horse park. We should give this serious thought before we leave AR and wait until we are on sound footing.

- J. Alonzo: Would prefer we did not leave AR and kept Membership Services with them but if this function is to be brought back in-house likes the idea of moving to KY. There are concerns about Membership Services being brought back to Birmingham and negatively affecting the Registry which is functioning rather smoothly.

➤ Kay Laake, Vice President, made a motion to:

MOTION

Hire Kirsten "Kiri" van Haaren as the part-time Membership Services Administrator (MSA) in Lexington, KY, effective April 9, 2014 and contingent on an acceptable background check report.

- ✓ Voting strength of the body was 12. The motion carried with 9 ayes, 2 nays, 0 abstentions and 1 non-response.
Motion passed by voice vote.

AVECTRA CONTRACT

Kay Laake presented the contract terms for the A vectra Pro software. She indicated she had asked Jason (A vectra representative) if we could do a one year with a renewal at the same rate. He indicated we could always asked the question but A vectra would prefer a four year agreement and has never seen the company approve a locked in one year agreement. Kay said if we did a one year agreement the renewal would not exceed 6% each year per the contract language.

➤ Kay Laake, Vice President, made a motion to:

MOTION

Authorize Julie Alonzo, President, to sign the A vectra contract for 3 years with User costs of \$225.00 monthly, per user, paid quarterly.

- ✓ Voting strength of the body was 12. The motion carried with 5 ayes, 2 nays, 3 abstentions and 2 non-responses.
Motion passed by voice vote.

➤ Janita Smith, Director Region 3, made a motion to:

MOTION

Reconsider the previous motion and to change from a 3 year to a 1 year contract with A vectra with User costs of \$250.00, per user, paid quarterly.

- ✓ Voting strength of the body was 12. The motion carried with 9 ayes, 0 nays, 0 abstentions and 3 non-responses.
Motion passed by voice vote.

Meeting was adjourned at 7:21 pm PST.

Respectfully Submitted,



IALHA 2014 Secretary

IALHA Membership Services Administrator

1. Logistics:

- a. Report on interviews with current Avectra clients, Alex
- b. Cost Comparison, Karen
- c. Back-up Plan
- d. Hiring Procedure (sent earlier in the month)
- e. Background Checks, Terrye

2. Candidates

- a. Matrix summary (sent earlier)
- b. Karyn Badeaux Summary
- c. Katrina St. Germaine (3 parts)
- d. Kiri van Haaren Summary
- e. Candidates presented
- f. Motion #1 and #2

3. Avectra Netforum Pro *Social CRM*

- a. Avectra Overview
- b. Netforum Pro Overview
- c. Features of Pro for Associations
- d. IALHA Letter
- e. Pricing
- f. Avectra Terms and Conditions
- g. Motion #3

Reports by Alex Dees;

Avecetra Client Interviews

Phone call with Kathleen Kelly of Rhode Island Assisted Living Association Mar 11, 2014

More than halfway through the implementation process – maybe 30 days to go. Started in January. She is feeling good about the process and says that Avecetra has made the process of building the database much, much easier than it was 3 years ago when she first researched going with Avecetra. Very simple cut and paste of lists and she said that if the data was clean (as ours now is) it will be very easy to do. She says that they have taken this much time to finish not because the system is hard to work with but because they have a two person office and do not always have blocks of time to finish faster. She thought that with a dedicated staff person it would happen much faster than 2-3 months.

Avecetra assigned her two people for this process: one is a data specialist for the database work and the other is a systems person. She said that they have been really helpful to her. She watches the many videos that are available on the various aspects of the software, reads the FAQ, and participates in the Avecetra Community Forums (online). The Avecetra staff helps her with anything else that she needs help with. She likes this system and finds that the answers are easy to get with all these resources.

Kathleen felt that going through the implementation process trains you to use the whole system quite well. She thought that she would be ready to go with the completion of the database. In any case, she feels very well supported for anything she needs to learn after that.

So far she has had no surprises, nothing that took extra unplanned time nor has she had to pay any extra fees to Avecetra beyond the initial quotes and contract.

They did look at two other systems before choosing Avecetra. She did not have those names handy for me.

Two interesting things:

Avecetra does have a queue system for implementation, Kathleen had to wait a week or two before they were ready to start work on the new system. That insured that the techs were available for them.

Stephanie Anderson and her co-worker Beverly at NAHSE

I spoke with both ladies on the speaker phone. Stephanie is the Membership Manager and Beverly is also involved with the membership management. Their Association has had Avecetra Pro since 2008. They did the same thing we are doing- moving from an outside contractor using Avecetra Enterprise to an in-house Avecetra Pro. They both stated very strongly that Avecetra Pro was a much better program for them, easier to use (they said this over and over) and more accessible features. Beverly was there the longest and was very involved with the transition. Stephanie came on right as the transition was finishing up.

Beverly said that the transition was very fast and easy (I think she said it took a week for them). She took a one day course at Avecetra and had all the training she needed to upload their data to the new program and operate the program. Stephanie had no formal training by Avecetra but said that it was very easy to learn and the tutorials on-line are excellent. They both agreed that with clean data and a dedicated staff member it will be very fast and easy. They both said over and over that the Avecetra Pro was great and they love it. No unexpected bumps in the process and they don't get nickel and dimed by Avecetra. They are getting some new upgrade features from Avecetra now and are very excited about that. They both said that they highly recommend that we do the transition and it is easy, easy, easy. When I said that AR told us how difficult it could be they were really puzzled because their experience has been great.

In 2008, they did look at some other programs but they decided that Avecetra was best for them. They really feel that it was better than Avecetra Enterprise.

Their only negative comment was that they did not like the website that they have through Avecetra. They feel that the design is limited and not very flexible and user friendly. They are talking about their public website not the membership service part. They are in the process of having another website designed and operated by an outside contractor that will tie back into the Avecetra membership software. She said that Jason told them that Avecetra is in the process of improving this aspect of their products and getting new website templates.

Their Association has 800 active members and over 3000 in their database.

Back-Up Plan for Membership Services Administrator

We feel confident that we have screened, interviewed and checked the candidates we are presenting, but we recognize that there is always the chance that they may become ill, leave for another position, or have life event that may change their working situation. In that event we have the following contingency plan.

- Two Users are included with our package. That means two people connected with IALHA are able to use the system at the same time. The user is not connected to a computer or location. It is connected to a person, with a login, but may be changed at any time.
- The MSA will be the #1 user and the second user will be Kay Laake, VP and Membership Chair. The process allows for either the Vice President or the Membership Chair to be the supervisor of the MSA. It also allows for an easy switch to another user, as long as we are not “passing it around”
- Add seasonal
- Times.....
- In the event of illness or temporary absence, the process will be as follows:
 - Kay Laake will assist in adding names to the database, updating information and creating current reports.
 - The phone system will be able to transfer the caller to the Registry office if they wish.
 - The caller may also leave a message and Kay will be able to pick it up. (remote vm access)
 - If in Birmingham, the calls may also be answered by Registry staff, notations and emails sent.
 - If the MSA is in Birmingham, the mail will be opened and sorted for the returning MSA. If her stay extends, the Birmingham staff will scan and send to Kay.
 - If the MSA is in Lexington, the mail will wait several days for the MSA to return. At that point, the PO box will have a forwarding address to Kay.
- In the event of an extended absence or the MSA is terminated or quits the process will be:
 - Kay Laake will hire a temporary person in Birmingham.
 - Training will take place by phone and in person if needed.
 - Phone messages will be picked up by Kay until the temp is well under way.
 - A review of other potential candidates interviewed this winter will begin (by Membership Committee) and a new hire will be made.
 - If in Lexington, the phone line would be terminated and transferred to the new person.
 - Kay would drive to Lexington and physically move the equipment and materials to the new location.
 - All equipment will have IALHA stickers and contact info

Avectra Overview



Avectra, an abila company

7901 Jones Branch Drive

Suite 500

McLean, VA 22102

855-AVECTRA

www.avectra.com

We create technology
because it's a powerful
way to reach what's
truly fulfilling.

Executive Summary

Avecetra, a wholly owned subsidiary of Abila, has been the leading technology developer for the many of the largest and most influential member-based organizations, providing solutions to major professional, technical and engineering societies, trade and medical organizations, academic and educational associations, labor unions, chambers of commerce, special interest groups, charitable foundations, and not-for-profit member-based companies. Avecetra offers a full range of products to meet the needs of any size organization. From managing more than 1,600 clients across the association and non-profit space, Avecetra knows that the “one size fits all” mentality simply does not work for association management software.

Our mission is simple: empower associations and non-profits to realize their potential and achieve their purpose. Since 1993, Avecetra has developed world-class technology, service and talent to deliver increased relevance, value, and security to our partners while advancing their missions. Avecetra's technology and services drive superior experiences and outcomes for our partners, while our people provide a comforting presence in an otherwise crowded and complex space.

Our footprint is global but our service approach is local and one-to-one. Headquartered in McLean, VA with additional offices in Chicago, IL and Orlando, FL, Avecetra has over 150 purple-clad staff all dedicated to serving you and 1700+ satisfied customers located across the United States, Canada, Mexico, Australia, France, and Japan.

Avecetra's 100% web-based technology integrates data with business processes and then automates it, so our customers can engage members, provide access to all of their resources, get more done and focus on what really matters. Each of our solutions is continually refined through feedback by our user community, ensuring that we have the features our customers need to run their businesses and lead their industries. Whether it means providing you with a powerful, web-based product that keeps you running light or it means working through the night to seamlessly manage upgrades so you don't have to, we put you first every time.

How Do We Do It?

We know your mission. We know your goals. We know it because we've been there. Our teams are made up of experienced and committed professionals who are motivated to achieve the impossible and are personally invested in the outcomes of their work. By keeping the ball moving on a day-to-day basis, you can focus on the big picture.

We don't think in terms of technology, we think in terms of what technology can achieve. Through our commitment to innovative solutions, our significant investment in R&D, and strong client and industry

partnerships, we continually improve our products, creating new opportunities for clients to elevate their missions.



Customer For Life – 24/7/Forever

Nobody understands your challenges better than we do and nobody is better positioned to tackle them than us. We engage industry leadership and invest the time and energy required to have a higher level of empathy for what it takes to succeed as an association or non-profit.

We meet the high expectations of our customers by aligning the entire organization to support the goal of great customer service, client-driven innovation and the highest level of customer satisfaction. Avecetra is committed to a lifetime partnership with our clients and we are here to support their missions and help them succeed. Our motto says it all: **Customer For Life – 24/7/Forever**.

Financially Stable and Positioned for Growth

Avecetra is profitable, well-funded, growing (vertically and globally through channels), and committed to investing in product development for today and into the future. Because Avecetra is financially strong and positioned for growth, we are afforded the luxury to continue investing for the benefit of our customers. Avecetra recently invested \$1 MM+ in hosting and security and plans to continue to strategically invest in research and development to further drive innovation into our products, hosting and security, and personnel and customer-facing roles. Avecetra completed 2012 with revenue of \$41.6 million and invested \$5.3 million into product development the previous year.



Pricing Schedule for IALHA

Date Issued: **3.22.2014**

Pricing concessions are linked specifically to Length of Contract and Payment Terms (Quarterly Invoicing or Annual Prepayment.)

Scenario One - 36 month Contract with Annual Payments	Fees	OR...	Scenario Two – 24 month Contract	Fees
Onboarding	\$5,000		Onboarding	\$5,000
Year 1 (license + onboarding)	\$10,400		Year 1 (license + onboarding)	\$11,000
Year 1	\$5,400		Year 2	\$6,000
Year 2	\$5,400			
Year 3	\$5,400			

*Scenario 1: \$2,700/per user/per year – *Scenario 2: \$3,000/per user/per year

SUBSCRIPTION AGREEMENT

This Agreement is made by and between **Avecetra, Inc.**, a Delaware corporation, 7901 Jones Branch Drive, Suite 500, McLean, VA 22102 ("Avecetra") and **International Andalusian & Lusitano Horse Association (IALHA) 342 N. Main St. West Hartford, CT 06117** ("Customer") and shall be effective as of the Effective Date. This Agreement incorporates by reference: Exhibit A - Order Form. This Agreement governs the purchase and use of the Service. Customer's acceptance of this Agreement, by signing this Agreement or by signing an Order Form referencing this Agreement, or by registering for use of the Service, is agreement to the terms of this Agreement. An individual signing on behalf of an organization is representing that he or she has authority to sign on its behalf and to bind it and its affiliates to these terms and conditions.

1. Definitions.

Affiliate means any entity that directly or indirectly controls Customer, is controlled by Customer, or is commonly or jointly controlled with Customer by another entity.

Avecetra Community (<http://avecetracommunity.com/>) is a web based customer engagement platform provided by Avecetra to all Named Users of Avecetra products unless the Named User requests to opt out of participation.

Confidential Information means this Agreement and its terms, all information exchanged by the parties in negotiating, entering into, and performing this Agreement, Data, Service, Source Code and any further information any party designates or marks "Confidential Information." Confidential Information also means any proprietary information; information of one party, whether or not in written form and whether or not designated as confidential, that is known or should reasonably be known by the other parties as being treated as confidential; and information submitted by one party to the other parties where the other parties know or should reasonably know that the first party is obliged to keep the information confidential. Confidential Information does not include information that is available to the public or lawfully obtained from a source not a party to this Agreement.

Customer Data (or "Data") means all Customer information used with the Services or provided to Avecetra in performance of this Agreement.

Intellectual Property Rights means all rights in any and all jurisdictions in inventions, discoveries, works of authorship, logos, symbols, trademarks, service marks, trade dress, and trade secrets and associated patents and copyright and trademark registrations and registration applications and other intellectual property rights in connection therewith.

Malicious Code means worms, Trojan horses, zombies, viruses, malware, time bombs and other harmful or destructive code, files, scripts, agents or programs whose effect is (i) to degrade the Services; or (ii) to corrupt data; or (iii) distribute data without authorization.

Named User is an individual authorized by Customer to use the Services and identified to Avecetra, for whom Customer has purchased a subscription to the Services. Named Users may include Customer's employees, consultants, contractors and agents.

Order Form means the order documents specifying Customer's purchase of the Service and any subsequent

purchases made by Customer regarding the number of users of the Service, the products licensed, the License Term, and the fees and related payment terms and any other terms and conditions.

Proprietary Information means information belonging to either party from which that party derives actual or potential economic benefit and that is not generally known to others who may obtain economic value from its disclosure or use, or any information that a party identifies as such upon disclosure to the other party.

Renewal Period means the period stated in this Agreement during which the Agreement shall remain in full force and effect after the initial term.

Service (or Services) means the specific edition of Avecetra's products, identified on the Order Form (Exhibit A), accessible via a designated web site or IP address, along with ancillary documentation and services rendered to Customer by Avecetra.

Support Hours are from 8:00 am to 8:00 pm Eastern Time Monday to Friday, except as may be revised on www.avecetra.com/OnDemand_Terms. Customer shall indicate the Primary Contact.

Third-Party Applications means software applications that are provided by parties other than Customer or Avecetra, are identified as third party applications, and interoperate with the Service.

2. SERVICE.

2.1 Service. Avecetra shall make the Service available to Customer pursuant to this Agreement and the attached Order Form during the Term.

2.2 Services availability – Named Users.

The Services are purchased by Customer on a Named User basis, unless otherwise stated in this Agreement or Order Form. Customer cannot access the Services by a greater number of users than Customer has purchased subscriptions for, nor may Customer share Named User subscriptions. Customer may reassign the subscription of a Named User who replaces a former user who will no longer require access to the Services. Customer may purchase additional Named User subscriptions during the Term of this Agreement, and the overall price will be prorated to reflect the months remaining under the Term.

3. USE OF SERVICES.

3.1 Avectra's Obligations. Avectra shall (a) use commercially reasonable efforts to make the Services available to Users 24 hours a day, 365 days per year, except for planned downtime (see www.avectra.com/OnDemand_Terms) or unavailability caused by events beyond Avectra's reasonable control such as terrorist attacks, power interruptions, acts of God, natural catastrophes, fire, civil disorder, acts of government, internet service provider failures or delays, strikes or other labor problems that interrupt services provided by Avectra's vendors; (b) provide basic support and maintenance during regular office hours (see www.avectra.com/OnDemand_Terms); (c) provide Services only in accordance with applicable laws and government regulations; (d) use commercially reasonable efforts to maintain the security of the Service; and (e) regularly save and back-up Customer Data in a commercially reasonable manner.

3.2 Customer's Obligations. Customer shall (a) be solely responsible for the accuracy and integrity of Customer's data; (b) only use Services in compliance with applicable laws, government regulations and Service Guidelines (see www.avectra.com/OnDemand_Terms); (c) be responsible for Users' compliance with this Agreement; and (d) use commercially reasonable efforts to prevent unauthorized access to or use of Services and notify Avectra promptly of any such access or use. Customer shall not (a) use Services to transmit infringing, libelous, or otherwise unlawful material; (b) use Services to transmit or store Malicious Code; (c) permit unauthorized users to access Services; (d) resell or sublet Services without Avectra's express written consent; (e) attempt to recreate or to copy Services for any purpose; (f) attempt to gain unauthorized access to Services; (g) interfere or disrupt the integrity of Services or any Third-party's data (h) store credit card numbers other than in the designated credit card fields in the financial module which Avectra encrypts; or (i) conduct credit card transactions other than through an approved online credit card processing services (see www.avectra.com/OnDemand_Terms).

3.3 Usage Limits. Customer's access to Services and data storage with Services is subject to the limitations set forth on www.avectra.com/OnDemand_Terms. If Customer exceeds these amounts, Customer will be subject to additional charges (see www.avectra.com/OnDemand_Terms). Customer's Service Limits are specified on the Order Form and are in effect for Constituent Records, Email Blasts, Products for Sale, and Excess Data Storage. When Customer reaches approximately 90% of its maximum Service Limit, Avectra shall notify Customer. Customer may purchase additional Services at the then current rate.

3.4 Press Releases. Either party may issue press releases or other marketing information pertaining to this Agreement.

4. PAYMENT TERMS.

4.1 Fees and Payment Terms. Customer shall pay

Avectra all fees specified on all Order Form(s) hereunder. Unless otherwise provided in this Agreement, (a) fees shall be paid in U.S. dollars; (b) fees are exclusive of all taxes, duties, and assessments imposed in connection with Services, including without limitation all sales, use, excise, and/or other taxes and duties and Customer shall be responsible for paying all taxes associated with its purchases hereunder and if Avectra becomes legally obligated to collect and submit such payments, Customer shall be responsible for reimbursing Avectra such amounts paid to government entities; (c) Customer shall be responsible for reimbursing reasonable expenses incurred by Avectra's personnel for travel expenses incurred to provide Services at Customer's site.

4.2 Invoices and Payments. Customer will provide Avectra with accurate invoicing contact information during the Term. If Customer provides Avectra with credit card information or electronic funds transfer information, Customer authorizes Avectra to charge invoiced amounts for the Services during the Term and any renewal periods against such accounts. All fees are due in advance of the Service being rendered.

4.3 Overdue Charges. In the event that Customer fails to pay any Invoiced amounts within 30 days of the Invoice date, Avectra may, at its discretion, impose late payment interest charges equal to one and one-half percent (1.5%) per month against the outstanding balance, or the maximum rate allowed by law.

4.4 Suspension of Services. If any invoiced amount is more than 30 days overdue, Avectra may, without limiting its rights and other remedies, suspend Services to Customer until such amounts are paid in full.

4.5 Disputed Invoices. Avectra shall not exercise its rights under Section 4.4 if Customer has notified Avectra within 15 days of receiving an Invoice that Customer reasonably and in good-faith disputes amounts charged to Customer and Customer is cooperating diligently to resolve the dispute.

5. PROPRIETARY RIGHTS.

5.1 Reservation of Rights. Subject to the limited rights expressly granted to Customer under this Agreement, Avectra reserves all right, title and interest in and to the Services, including all related Intellectual Property Rights.

5.2 Data Ownership. As between Avectra and Customer, Customer exclusively owns all rights, title and interest in and to all of Customer's Data. Customer grants Avectra the right to use, copy, store, and display Customer's Data as necessary to deliver Services purchased by Customer to the extent necessary for Avectra to perform its obligations under this Agreement. Avectra shall have no rights to use, copy, store or display the Customer Data outside its performance under this Agreement.

5.3 Restrictions. Customer shall not (i) permit any third party to access Services except as provided under this Agreement; (ii) create derivative works based on the Services; (iii) reverse engineer the Services; (iv) access the

Services in order to build a competitive product or service or to copy features or functions of the Services.

6. CONFIDENTIALITY.

6.1 No Disclosure. Each party agrees that it will not, during or after the term of this Agreement, permit the duplication or disclosure of any Confidential Information to any unauthorized person or entity. Both parties reserve the right to request a non-disclosure agreement from outside agents including consultants or contractors who will be exposed to such Confidential Information.

6.2 Protection of Confidential Information. Each party shall use the same degree of care in protecting the Confidential Information of the other party that it uses to protect its own Confidential Information. Each party shall limit access to the other's Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements containing restrictions consistent with those set forth herein.

6.3 Compelled Disclosure. A party may disclose the Confidential Information of the other party if compelled to do so by lawful court process, provided that the party so compelled shall provide notice of the intended disclosure to the owner of the Confidential Information in sufficient time to permit the owner of the Confidential Information time to seek protection, including an order that disclosure not be permitted, from the appropriate court.

6.4 Return Of Confidential Information. Except as provided herein, the parties agree to return all Confidential Information obtained from the other party upon the termination of this Agreement. Upon request by Customer at termination of this Agreement, Avectra shall make available to Customer in downloadable form Customer's Data in comma separated value (CSV) format within 30 days of the termination of this Agreement, if requested in writing. Absent a request for the return of Customer's Data, Avectra shall destroy Customer's Data 45 days after termination.

7. WARRANTIES AND DISCLAIMERS.

7.1 Avectra's Warranties. Avectra warrants that the Services will perform in a manner materially consistent with the online documentation and general industry standards. Avectra further warrants that functionality of Services shall not be materially decreased during the Term. For any breach of such warranty, Customer's exclusive remedy shall be as provided in Section 10.2 (Termination for Cause) and Section 10.3 (Payment "Upon Termination") below.

7.2 Avectra's Warranty of Title. Avectra represents and warrants: that it is the owner of the Service described herein; that the Service does not contain any libelous material or injurious instructions; that the Service and all related documentation and Customer's use thereof in accordance with this Agreement do not infringe upon, dilute, or misappropriate any Intellectual Property Right, including but not limited to trade name, trademark, trade secret or copyright.

7.3 Mutual Warranties. Each party represents and

warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code.

7.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7.5 Internet Delays. AVECTRA'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AVECTRA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification By Avectra. Avectra will defend Customer against any claim, suit or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party, and Avectra shall indemnify Customer for any damages finally awarded against Customer and for reasonable attorneys fees incurred by Customer in connection with any such Claim; provided, that (a) Customer promptly gives Avectra notice of the claim, (ii) Avectra has sole control of the defense and settlement of such Claim (provided that Avectra may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (iii) Customer provides Avectra with all reasonable assistance at Avectra's expense.

8.2 Indemnification By Customer. Customer shall defend Avectra against any Claim made or brought against Avectra by a third party alleging the Customer's Data or Customer's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party, and Customer shall indemnify Avectra for any damages finally awarded against Avectra and for reasonable attorneys fees incurred by Avectra in connection with any such Claim; provided, that Avectra (i) promptly gives Customer notice of the claim, (ii) gives Customer sole control of the defense and settlement of such Claim (provided that Customer may not settle any Claim unless the settlement unconditionally releases Avectra of all liability); and (iii) provides Customer with all reasonable assistance at Customer's expense.

8.3 Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnifying party's exclusive remedy against, the other party for any type of Claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Consequential and Related Damages. Neither party shall have any liability to the other party for any lost profits or revenue, or for any indirect, consequential, exemplary, special, cover, incidental or punitive damages, however caused. This exclusion shall apply whether or not a party has been advised of the possibility of such damages.

9.2 Limitation of Liability. The aggregate liability of each party arising out of or related to this Agreement, whether in contract, tort or any other theory of liability, shall not exceed the total amount paid by Customer hereunder in the 12 months preceding the incident, except for claims arising under Section 11.8. The foregoing shall not limit Customer's payment obligations under Section 4 (Fees and Payments).

9.3 Limitation of Action. Except for actions arising under Section 4 (Fees and Payment), no claim or suit, regardless of form, arising out of this Agreement may be commenced by either party more than two (2) years after the events first giving rise to the claim have occurred.

10. TERM AND TERMINATION.

10.1 Term and Renewal Periods. The Term of this Agreement shall begin on the day Customer accepts this Agreement, and continue until all subscriptions granted in accordance with this Agreement have expired or been terminated. User Licenses commence on the start date specified in the applicable Order Form and continue for the License Term specified herein or therein. User Licenses shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless Customer gives Avectra Notice of termination at least thirty (30) days prior to the end of the License Term or relevant Renewal Period. Upon renewal, the price for the monthly license shall be adjusted to the list price in effect at the time of the renewal; but, in no event, will the monthly license price charged to the Customer increase by more than 6% over the cost for the existing term.

10.2 Termination for Cause. A party may terminate this Agreement for cause (i) upon 30 days notice of a material breach if such breach remains uncured at the expiration of the 30 days, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.3 Payments Upon Termination. Upon termination for cause by Customer, Avectra shall refund Customer any prepaid fees covering the remainder of the term after the effective date of termination. Upon termination for cause by Avectra, Customer shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Avectra for the period prior to the effective date of termination.

10.4 Survival of Certain Provisions. Sections 4 (Payment), 5 (Proprietary Rights), 6 (Confidentiality), 7.4 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.3 (Payments Upon Termination) and 11

(General Provisions) shall survive the expiration or termination of this Agreement.

11. GENERAL PROVISIONS, GOVERNING LAW AND JURISDICTION

11.1 Assignment. Customer shall not assign their rights or obligations under this Agreement without the prior written consent of Avectra and any such purported assignment shall be void. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety with Avectra's consent, to Customer's Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially of Customer's assets not involving a direct competitor of Avectra.

11.2 Notices. Any notice or other communication given under this Agreement to Customer shall be in writing and delivered or mailed to the address Customer provides on the Order Form. Any notice from Customer to Avectra shall be directed to:

Avectra, Inc.
7901 Jones Branch Drive, Suite 500
McLean, VA 22101
Attention: CEO

Either Customer or Avectra may designate, by written notice, the change of address or the person to whom such notices are to be sent.

11.3 Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of laws rules. The Virginia Uniform Computer Information Transaction Act shall not govern the terms of this Agreement. The parties agree that all disputes arising under this Agreement shall be arbitrated in Virginia by a recognized, established, alternative dispute resolution ("ADR") firm located in the DC Metropolitan area agreed to by the parties. Unless otherwise agreed by the parties, the arbitration shall be conducted in accordance with the discovery rules of the Federal Rules of Civil Procedure and in accordance with the Federal Rules of Evidence. In the event the parties are unable to agree upon an ADR firm to arbitrate the parties' disputes, the parties agree that the Fairfax County Circuit Court shall have exclusive jurisdiction over such disputes.

11.4 Enforceability. If any paragraph or clause of this Agreement shall be held to be invalid or unenforceable by any body or entity of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect and the parties shall promptly negotiate a replacement provision or agree that no replacement is necessary.

11.5 Waiver and Cumulative Remedies. Neither party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed to be a waiver of such party's right to enforce each and every provision of this Agreement in the future. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the Court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.7 Independent Contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent, partner or joint venture of the other for any purpose or in any sense whatsoever.

11.8 Non-solicitation of Employees. The parties acknowledge that their respective employees are valuable resources, and that because of the nature of their responsibilities, such employees are in positions of trust and confidence. The parties agree that they shall not (i) employ or offer to employ any of the other's employees, (ii) solicit for employment any of the other's employees, (iii) refer any of the other's employees to another person or entity for the purpose of employment, or (iv) cause any parent, subsidiary, or affiliated entity to employ or offer to employ any of the other's employees, for a period of one (1) year subsequent to the termination of this Agreement. The non-breaching party shall be entitled, in addition to all other remedies otherwise available, to an injunction, enjoining

and restraining such breach or threatened or intended breach. The rights and remedies set forth herein are in addition to, and not exclusive of, all other remedies available at law or equity.

11.9 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.10 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement and all such terms or conditions shall be null and void.

Bronze Package Summary

-Data Services-

- **Standard Data Import** – This includes individual, organization, membership and historical data only. (Fixed cost) – Includes import to the TEST site for review and deployment to the Live site
- **Up to 10 hours of Data Analyst time*** for webinars and communications to include:
 - Initial Consultation Call – review workbook
 - Review of Completed Workbook over webinar
 - Presentation of Data Import
 - Miscellaneous correspondence and assistance

**The 10 hours of access to Data Analyst (DA) must be used within 60 days of kick off call*

Up to 10 Online Group Training Classes

- Accounting Setup (60 min)
 - Payment Processor Setup
- Website (60 min)
- Customer Relationship Management (CRM) (60 min)
- Membership Setup (60 min)
- Events (60 min)
- eMarketing Overview (45 min)
- Committees/Product Setup (60 min)
- Membership renewals/drops (60 min)
- Accounting Processes (60 min)
Actions/Processes: batching review; refunds; voids; reconciliation
- MemberFuse (60 min)

Consulting and Training Services- Up to 25 hours of Implementation Consultant time

- Includes consulting, correspondence, assistance with configuration, and post training follow up questions

**The 25 hours of access to Implementation Specialist (IC) must be used within 60 days of kick off call*

netFORUM Pro integrates an organization's data with its business processes and then automates it all, so staff can engage members, increase non-dues revenue, make smarter business decisions faster and successfully identify, serve and retain their members. As a 100% web-based system, netFORUM Pro is available anytime, anywhere – no hardware, no software, just success.

netFORUM Pro delivers all association information in one centralized database, with a broad base of internal modules needed most by today's successful organizations. While robust and full-featured, the architecture is flexible enough for easy integration with external applications. Any changes made to a member record are automatically reflected throughout the system in real-time, eliminating the need for double-entry and enabling instant and accurate analytics.

netFORUM Pro provides one system to support both the internal staff operations of the organization as well as member-facing websites. The iWeb (internal Web) view delivers all of the functionality staff needs for daily operations, while the eWeb (external Web) view delivers the data and functionality targeted toward members and prospects.

Benefits With Business Value

Continuous Innovation

Avecetra is committed to innovation and making sure our customers stay ahead of the curve. We consistently deploy new product features and functionality based on industry insight and feedback. By providing a complimentary, non-disruptive software upgrades, we take responsibility for keeping customers up-to-date and on the upgrade path. We promise to always take care of the technology so our customers can focus on their members.

Enhanced Outreach Capabilities

Member engagement now drives transactions; it's no longer the reverse. netFORUM Pro delivers innovative, unmatched technologies for engaging members and matching messaging and products to member interests. Organizations increase member retention and non-dues revenue by making sure the right information gets to the right people at the right time.

Quick-Access Data and Analysis

netFORUM Pro helps you effectively use your business data to make smart business decisions. Reports, queries and executive dashboards put data in the hands of many, providing staff at all levels the actionable data they need to make faster, better business decisions – from the executive director who wants a big picture view of membership trends to the event manager who needs to track event revenue.

Automated Workflow

netFORUM Pro features graphical workflow systems that help automate common tasks, so staff can focus on higher value, member-serving activities. Additionally, netFORUM Pro empowers members with online self-service options, giving them the experience they expect while saving valuable staff time.

IT Friendly for Maximum Flexibility

netFORUM Pro is a secure, 100% web-based application that ensures maximum uptime, disaster recovery, automatic upgrades and unlimited on-demand training. netFORUM Pro's API/Web services allow for easy integration with third-party applications for organizations requiring enhanced capabilities. netFORUM Pro is flexible and adaptable for dynamic, growing organizations.

"I feel most successful when I get a phone call or e-mail from one of our members, and I'm able to provide the information they need very quickly with a few clicks of the mouse. netFORUM empowers my success in just how easy it is to use, and how quickly I can get to information members need."

~Joan Menzer,
Director of Member Services, AGB

"We will never be obsolete again. The fact that there are constant upgrades to the system was important to me. No large sums of money had to be paid to stay upgraded. The way Avecetra works, I'll never be caught in that situation again."

~Jim Moody, President,
Construction Suppliers Association

Avecetra Social CRM

Avecetra Social CRM is an unrivaled suite of features and functionality empowering organizations to engage both internal and external audiences in more sophisticated, relevant and transparent relationships to promote advocacy, community and action while driving business value.

By combining social media interactions and the rich membership data captured in netFORUM, Avecetra Social CRM delivers unprecedented insight into an organization's membership and overall operations. Additional benefits include proactive business planning, the flexibility to create unique member experiences with each interaction and the ability to deliver more applicable products and services.

The Avecetra Social CRM suite includes:

netFORUM

At the heart of the Avecetra Social CRM suite is netFORUM, the industry's deepest and most robust membership management solution. netFORUM delivers all association information in one centralized database, with a comprehensive set of modules for complete membership management. netFORUM integrates member data and business processes allowing organizations to manage members, chapters, non-members, and other relationships vital to an organization's success. The socialization of netFORUM includes:

- **Social Profiles**— Adding data from a member's social media profile (Facebook, Twitter, etc.) to the existing member profile improves outreach, enhances the ability to map member relationships, uncovers valued social networks and increases personalized service and communication.
- **Social Events**—Build communities around events and allow attendees to easily find and connect with one another. Seamlessly leverage the power of social media to promote the value of your event and create unique event profiles.
- **Social Membership**— Turn a member's online profile into a Facebook-like wall of relevant content and personal connections. Easily allow members to connect with other individuals, groups and engage with internal and external audiences in new, dynamic ways.

MemberFuse™

The MemberFuse™ online community is an organization's own professional social networking website. It unlocks the true potential of a member network, increases retention and grows revenue. By seamlessly working with the internal modules of netFORUM, MemberFuse provides staff and members the tools to connect, collaborate, share resources and conduct business. The User-Centric Architecture combines data residing within netFORUM with user-specified interests and user activity within the community to deliver targeted, relevant, and thus more engaging experiences. In addition to expanding member engagement opportunities, MemberFuse captures critical social data that can be leveraged with the powerful reporting tools and data management capabilities of netFORUM.

Avecetra Social Console

Listen and learn...your members are talking about your organization and the important issues in their industry. By combining tools for listening, engaging, publishing, and scheduling with powerful analytics in one robust tool, the Avecetra Social Console makes social media management and monitoring easier and more effective. And with the ability to capture and record social media conversations from Twitter, Facebook, LinkedIn and others in netFORUM, the ROI on social media initiatives are easily measured and tracked.

Socialytics—Including Avecetra's proprietary A-Score™

In addition to Avecetra's core reports, queries and dashboards, Avecetra's proprietary A-Score™ measures the engagement level of individuals and organizations on an ongoing basis, providing qualitative insight for calculating and measuring the health of membership, services and overall business. The A-Score is the ultimate tool to enhance, optimize and automate new and existing programs and services to encourage engagement and ensure each interaction is consistent and relevant based on real-time information.

Avecetra Social CRM provides organizations with the ability to fully demonstrate the intrinsic value of their membership and to articulate why their continued membership is both valuable and essential to them. By delivering a more complete view of the member's level of engagement, Avecetra Social CRM delivers the insight to identify and foster the members who are most invested in its future.

Experience what thousands of organizations already know: choosing the market leader has benefits.

About Avecetra

For the last 17 years, Avecetra has translated our customers' needs into a market-leading Customer Relationship Management system (CRM) — whether our customers serve members, non-members, employees and or partners by the hundreds or hundreds of thousands. Our social business solutions allow organizations to engage both internal and external audiences in more sophisticated, relevant and transparent relationships to promote advocacy, community and action while driving business value. Avecetra is headquartered in McLean, Virginia with regional offices in Chicago and Orlando.

MEMBER MANAGEMENT ON-DEMAND

Internal Functionality for Staff

Membership Management (CRM)
Accounting
Address Verification
Awards Management
Committee Management
Certification Tracking
Custom Form Designer
Dues Level Management
E-Marketing / E-Mail / E-Newsletter
Event Management
Exhibit Management
Fundraising
Grants Management
Inventory Management
Member Scoring Tool
netFORUM Mobile
Online Communities
Payment Processing
Personalized Dashboards
Reports, Ad-hoc Queries
Sponsorship Management
XML Integration Tools and Plug-ins

External Functionality for Members

Committee/Chapter Management
E-Commerce / Shopping Cart
Event Registration
Member Directory
My Transactions
netFORUM Mobile
Profile Management
Social Networking

**Since 2008, more organizations have chosen Avecetra
over any other AMS or membership management solution.**

AVECETRA™

7901 Jones Branch Drive, Suite 500
McLean, VA 22102

info@avecetra.com | 703.506.7000

www.avecetra.com | 800.858.8272

Empowering the People Who Power Your Business

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MEMBERSHIP MANAGEMENT ACCOUNTING						
	AR	AR	AR	BIRMINGHAM	KENTUCKY	
ASSOCIATION RESOURCES	2012	2013	TOTAL	12 MONTHS	12 MONTHS	
MANAGEMENT FEES / \$3270mo	\$ 39,240.00	\$ 39,240.00	\$ 78,480.00	\$ 19,219.00	\$ 19,219.00	MEMBERSHIP STAFF \$14.00hr/ 24hr/wk/52wk + 10% payroll overhead
ADDITIONAL INSURANCE RELATED TO KENTUCKY	\$ -	\$ -	\$ -	\$ -	\$ -	
WORK RELATED TRAVEL	\$ -	\$ -	\$ -	\$ -	\$ -	
GEN ADMIN	\$ 673.50	\$ -	\$ 673.50	\$ -	\$ -	
CLIENT SERVICES/WEBSITE/PROGRAMMING	\$ 1,047.50	\$ 687.50	\$ 1,735.00	\$ -	\$ -	
AVECTRA	\$ 3,600.00	\$ 3,600.00	\$ 7,200.00	\$ 5,400.00	\$ 5,400.00	AVECTRA - 2 stations \$225ea/mo
POSTAGE/UPS	\$ 7,295.60	\$ 10,046.77	\$ 17,342.37	\$ -	\$ -	
POSTAGE 15%	\$ -	\$ 1,507.21	\$ 1,507.21	\$ -	\$ -	
POSTAGE METER RENTAL	\$ -	\$ -	\$ -	\$ -	\$ -	
PACK/SHIPPING FOR NATIONAL SHOW	\$ 273.00	\$ 62.50	\$ 335.50	\$ -	\$ -	
FAX	\$ 6.00	\$ 36.00	\$ 42.00	\$ -	\$ -	
PRINT/COPY/SCAN	\$ 688.96	\$ 594.45	\$ 1,283.41	\$ -	\$ -	
TELEPHONE	\$ 37.18	\$ 52.26	\$ 89.44	\$ -	\$ 720.00	\$60mo -2 dedicated lines & forwarding in Kentucky plus \$21/mo forwarding to Kentucky from Birmingham
STATIONARY/ENVELOPES	\$ 755.05	\$ 72.50	\$ 827.55	\$ 1,000.00	\$ 1,000.00	
TOTAL	\$ 53,616.79	\$ 55,899.19	\$ 109,515.98	\$ 25,619.00	\$ 26,339.00	+ \$8215 one time costs in Birmingham or \$8565 one time costs in Kentucky

AR's offer to reduce the monthly fee by \$420/mo, drop the 15% postage surcharge and the AVECTRA fee would have resulted in savings						
of \$8,640 in 2012 and a savings of \$10,295 in 2013						
Thus if AR had reduced their fees two years ago, it would have saved us \$18,935 over two years which means we would have paid a total of \$90,581						
during 2012 & 2013 instead of \$109,516 - an average of \$45290 per year.						
The AR total of \$109,516 does include reimbursable actual postage of \$17,342 and stationary printing costs of \$828 totalling \$18,170						
Subtracting those costs from their billing leaves a total of \$91,346 for their management fees, AVECTRA and overhead charges for 2012 & 2013 -						
an average of \$45,673 per year. Our budget for a FULL year is \$25,619 for staff costs, AVECTRA, & printing - a savings of \$20,054 per year.						
MEMBERSHIP SERVICES BUDGET 2014		APPROVED	CURRENT	CURRENT		
based on starting April 1, 2014		JAN 2014	RECOMMEND	RECOMMEND		
			BIRMINGHAM	KENTUCKY		
ASSOCIATION RESOURCES		\$ 16,350.00	\$ 13,080.00	\$ 13,080.00	we paid for Jan 14 in Dec thus just 4 additional months	
MEMBERSHIP STAFF - 9 months		\$ 13,440.00	\$ 13,195.00	\$ 13,195.00	\$14 hr/24 hr wk/39.27 wks	
MEMBERSHIP STAFF PAYROLL COSTS - 9 MONTHS		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
AVECTRA - MONTHLY FEE		\$ 4,400.00	\$ 4,050.00	\$ 4,050.00	from \$250 ea/mo to \$225 ea/mo for 9 months	
PRINTING		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		
TELEPHONE		\$ -	\$ -	\$ 540.00	\$60mo x 9 mo	
ONE TIME SET UP COSTS						
AVECTRA - ONE TIME SET UP FEE		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
VP TRAVEL COSTS - one time		\$ 1,100.00	\$ 1,100.00	\$ 1,100.00		
EMPLOYEE SEARCH - one time		\$ 500.00	\$ 365.00	\$ 365.00		
TOTAL EXPENSES		\$ 43,290.00	\$ 39,290.00	\$ 39,830.00		
ONE TIME CAPITAL COSTS						
COMPUTER/PRINTER		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
OFFICE EQUIPMENT/FURNITURE		\$ 250.00	\$ 250.00	\$ 250.00		
COPIER/SCANNER		\$ -	\$ -	\$ 250.00		
PHONE INSTRUMENTS/SET UP		\$ -	\$ -	\$100.00		
TOTAL BUDGETED EXPENDITURES		\$ 45,040.00	\$ 41,040.00	\$ 41,930.00		