

GRA Membership Agreement.

This is the membership agreement that each full voting member of the Game Retailers Association (GRA) signs and agrees to when becoming a member of the GRA.

Terms:

- 1) GRA. Short for the Game Retailers Association. An association of independent game sellers operating commercial, brick and mortar retail establishments.
- 2) Applicant. The term we shall use for the company that is seeking to join the GRA and will be signing this agreement.
- 3) Member. All other full voting members of the GRA who have previously applied and been approved for membership; were that membership is current and in good standing.
- 4) BOD. The Board of Directors of the GRA; 5 members of the GRA elected and serving in the current term as directors of the GRA.

The Applicant is applying for membership in the GRA. The Applicant purports to meet the membership qualifications for full voting membership status. Those qualifications being they own, or are the manager of a brick and mortar store (that has received permission by the owner to have the company join the GRA and be the company's representative in the GRA) that sells non-electronic games in some form.

Applicant understands the "structure" of the GRA. Being that the GRA does not exist as an entity upon itself, but is rather a non commercial collaboration of the Member companies, expressly for the purpose of information sharing, discussion, advocacy and group representation on issues related to the business of games retailing. Since the GRA itself does not exist, the GRA is an operating agreement between its Member companies, and therefore, the Applicant in signing this agreement will be entering into an agreement with all Member companies of the GRA.

The Applicant agrees to conduct themselves following the rules as per the GRA's two principle documents. The first of these is the GRA Bylaws, found at <http://gameretailers.org/bylaws.php>, and the second the GRA Code of Ethics found at <http://gameretailers.org/codeofethics.php>. The By Laws provide the structure by which GRA Member companies may come together to conduct GRA related issues and the Code of Ethics are the standards that the Member companies of the GRA expect the Applicant to be able to follow in order to be granted membership into the GRA and to be allowed to retain that membership.

Enforcement:

The Applicant agrees, that per the By Laws, the currently serving BOD are the ultimate arbiter of GRA rules enforcement. If the Applicant has cause to bring issue with the manner in that any GRA Member company conducts themselves with regards to GRA affairs or conducts business as related to the GRA Code of Ethics, the Applicant agrees to bring such issues to the GRA BOD and agrees to abide by the decisions made by the GRA BOD regarding their findings and/or any actions the BOD take on the matter. BOD decisions on such matters are considered final and Applicant agrees to that GRA related affairs are to be conducted and settled by the GRA and in no case shall the Applicant seek to bring any legal action against any other GRA Member of the GRA with regards to a GRA related issue. The Applicant, per the GRA Bylaws, may seek additional recourse to counter a BOD decision through bringing a proper motion to be heard or failing that, through advocating and getting enough GRA Member support for a Recall Vote to replace a BOD Member or GRA officer, as necessary, for a motion to be brought again, and heard again.

Member Representation:

Under no circumstances is a GRA Member empowered to conduct business on behalf of the another Member. No Member may solicit business in the name of another Member, make agreements on behalf of another Member, purchase or agree to purchase anything in the name of or on behalf of another Member or represent themselves as belonging to or having a position of authority of any kind in relation to another Member company's business.

Group Representation:

From time to time the Member companies of the GRA may discuss relevant industry topics and opt to present a position paper either publicly or to be given privately to another company within the industry, for the purpose of the GRA representing the needs and wants of its membership to said entity. When such presentations are made, a GRA position paper shall only contain those names as have agreed to sign and back such a position. The Applicant agrees that they shall not mention or present another Member company as having back or not backed any particular position on a subject unless said member has expressly approved such. Such expressions of permission, to be

considered valid, should never be received privately only from one Member to another, without easy access to 3rd party verification. Permission must come from a Member having officially signed a position paper, or expressly grant permission through a GRA membership forum where all GRA members would have access to have received the statement of permission.

Fiscal Responsibilities:

The GRA, as a non entity, is not empowered to hold assets upon itself, nor incur expenses under its own name. The GRA is a volunteer organization, with time and money being donated for its operations by its Member companies. Per the By Laws, if the BOD and GRA membership have agreed to conduct some action which requires funds be spent in the furtherance of that action, it is automatically considered an unfunded mandate that can not be carried out until one or more Member companies have agreed to provide the necessary funds for that action to be carried out. The Member carrying out the action need not be the Member company or companies that have agreed to supply the funds to carry out the action. As the GRA does not exist as an entity itself, that means any actions conducted in the name of the GRA must be conducted by one or more of its Member companies. An unfunded mandate becomes funded when one of several things happens. 1) If the company to carry out the action also agrees to fund said action themselves. Or 2) One or more Member companies agrees to fund the action by supplying funds to the Member company conducting the action, either before or after the action being completed. If the Applicant agrees to supply funds to another Member company as a sharing of the expenses of a particular GRA related action, they must do so through an official GRA forum so that all Members may see, or by informing ALL Member companies of the currently serving BOD. Such an offer to fund a GRA function, in part or in its entirety, must come with an agreement of when and how the funds will be supplied. Once offered, if accepted by the BOD, then a binding agreement has been reached for the Member to supply said funds on the terms noted. It shall be considered a breach of this membership agreement if a Member agrees to supply funds, the BOD accepts said offer, and the Member does not provide the funds as agreed to.

GRA Intellectual Properties:

The GRA, as a non entity, can not hold intellectual properties itself. Therefore, any intellectual properties that come from the operation of the GRA are considered to be jointly owned in equal allotments to all current Member companies belong to the GRA. This may include, but not limited to the GRA name, GRA web domain, GRA documents such as its Bylaws, Code of Ethics, Membership Agreement, white papers, position papers and/or assorted market data or survey data collected through GRA operations. The Applicant agrees that GRA intellectual properties, as jointly owned by the members, are fully restricted from use except by those means expressly permitted by the current BOD, or by anything expressly written into the By Laws of the GRA, excepting the following:

- GRA full voting members in good standing may always use the GRA logo and may always refer to their company as a GRA member, so long as the use of said properties conform to all other GRA guidelines. Applicant may not use these properties until granted full voting status, nor may Applicant use a non GRA approved logo.

Severance:

A GRA Member company shall retain full voting status so long as they continue to meet the qualifications for being a full voting member and they remain in good standing. Good standing means that the Member has continued to follow the GRA rules and guidelines as agreed to and that the BOD has had no cause to sanction said Member company for violations of rules and guidelines, or a breach of this agreement. The BOD has no hard guidelines as to how to address violations, so may offer a Member warnings, suspend membership for a duration or cancel membership by a Member entirely, according to their discretion. Should the BOD decide the Applicant's membership in the GRA should be suspended, for any reason, the Applicant agrees to hold the BOD and all other Member companies of the GRA harmless for any real or perceived damages that may come from no longer being a GRA Member.

A Member company may opt to terminate its membership with the GRA at any time. To do so, they must formally announce their severance to a GRA forum where all Member companies may see, or by communicating their desire to resign their membership to ALL BOD Members. In any event that the Applicant ceases to be a GRA full voting Member, the Applicant will no longer be considered to have any claim or ownership to any GRA intellectual properties.

Applicant agrees that by signing and agreeing to this agreement, that the GRA through its Bylaws and procedures may change this agreement, the GRA Bylaws and/or its Code of Ethics as the needs of the association grow. Applicant will be given notice of any changes to this agreement or those documents this agreement references as documents the Applicant also agrees to abide by as a part of this agreement. When said changes occur, Applicant is considered to have agreed to said changes. If Applicant does not agree, they have the recourse to terminate their GRA membership. In the event that any changes to this agreement or its associated documents would make it so the Applicant would incur a financial liability, i.e., such as membership dues owed, the Applicant will have a minimum of 30 days in which to terminate its GRA membership before the acceptance of said liability.

Name of Business _____

Member Name _____

Date _____

Signature: _____