

# Tribal Membership Agreement for Verdigris Botanica Tribe

This Agreement is made this day of , 2024, by and between the Verdigris Botanica Tribe (hereinafter referred to as the "Tribe") and the undersigned Member (hereinafter referred to as the "Member"). By signing below, the Member agrees to abide by the terms and conditions set forth in this Membership Agreement.

## Article I: Preamble and Purpose

The Verdigris Botanica Tribe is a sovereign and independent tribal entity recognized under applicable federal, state, and tribal law. This Membership Agreement is designed to outline the rights and responsibilities of the Tribe's Members, Board of Directors, and governing bodies to ensure the stability, protection, and long-term sustainability of the Tribe, its assets, and its members.

## Article II: Membership

- 1. Eligibility:** Membership in the Tribe is open to individuals who meet the criteria set forth by the Tribe's governing body and agree to abide by the Tribe's Constitution, Bylaws, and this Membership Agreement.
- 2. Rights of Members:** All Members of the Tribe shall have the right to:
  - Participate in general meetings and decision-making processes.
  - Receive communications regarding the Tribe's activities.
  - Vote on issues affecting the Tribe, subject to the Tribe's Constitution and Bylaws.
  - Access any benefits provided by the Tribe, in accordance with Tribe policies.
- 3. Responsibilities of Members:** Members agree to:
  - Abide by the Tribe's Constitution, Bylaws, and governing policies.
  - Act in the best interest of the Tribe, its assets, and its members.
  - Support the Tribe's purposes and activities and refrain from actions that may damage the Tribe's reputation, operations, or legal standing.
  - Respect the decisions of the Tribe's governing bodies and leadership.
- 4. Non-Disclosure Agreement (NDA):** As a condition of membership, each Member agrees to sign the Non-Disclosure Agreement (NDA) attached hereto as Exhibit A. This NDA ensures the confidentiality and protection of sensitive Tribal information, including but not limited to business practices, proprietary information, and other confidential matters that may be shared within the Tribe. The NDA must be executed and submitted alongside this Membership Agreement to maintain membership status.

## Article III: Governance Structure

- 1. Board of Directors:** The Tribe shall be governed by a Board of Directors, consisting of individuals selected in accordance with the Tribe's Constitution and Bylaws.
- 2. Leadership Positions:** The Tribe's leadership roles, including Chairperson, Secretary, Treasurer, and other officers, will be selected by the Board of Directors or as specified in the Tribe's governing documents.
- 3. Decision-Making:** All significant decisions affecting the Tribe, including financial matters, changes to governance, and tribal activities, will require a supermajority vote (i.e., 75% or more of the Board of

Directors or designated decision-makers). No single individual shall have unilateral power to make such decisions.

## Article IV: Indemnification and Liability

- 1. Indemnification:** The Tribe agrees to indemnify, defend, and hold harmless the Member, Board of Directors, officers, employees, and representatives from any legal liability, damages, or claims arising from actions undertaken in good faith on behalf of the Tribe. This indemnification shall not apply in cases of gross negligence, fraud, or intentional misconduct.
- 2. Limitation of Liability:** No Member, Board member, or officer of the Tribe shall be personally liable for any debts, obligations, or liabilities incurred by the Tribe, except as required by law. The Tribe's assets shall be the primary source of funds for any liabilities.
- 3. Personal Liability for Malicious Actions:** Any Member, Board member, or officer who engages in malicious, unlawful, or harmful actions that negatively affect the Tribe shall be held personally liable for any resulting damages or losses.

## Article V: Dispute Resolution

- 1. Internal Disputes:** In the event of a dispute among Members, Board members, or between the Tribe and a Member, the parties agree to first seek resolution through informal discussions. If an agreement is not reached, the matter will be escalated to a formal mediation process led by a neutral third party.
- 2. External Disputes:** In the event of legal disputes or conflicts involving third parties, the Tribe agrees to defend its interests vigorously, but will also ensure that any costs or risks to individual Members, Board members, or officers are minimized through indemnification.
- 3. Arbitration:** If mediation does not resolve the dispute, the parties agree to submit the matter to binding arbitration, to be conducted in accordance with the laws of the Tribe's jurisdiction, with the final decision being binding.

## Article VI: Termination of Membership

- 1. Voluntary Withdrawal:** A Member may voluntarily withdraw from the Tribe by submitting a written notice to the Board of Directors. Upon approval, the individual's membership will be terminated, and they will no longer have the rights and privileges of membership.
- 2. Involuntary Termination:** The Tribe reserves the right to terminate a Member's membership for reasons including, but not limited to, violations of the Tribe's Constitution, Bylaws, or ethical conduct standards. Any Member whose membership is terminated will forfeit any benefits or assets provided by the Tribe.
- 3. Appeals Process:** Members whose membership is terminated shall have the right to appeal the decision to the Board of Directors. The appeal must be submitted in writing within thirty (30) days of receiving notice of termination. The Board of Directors will review the appeal and provide a written decision to the Member within sixty (60) days.

## Article VII: Protecting Family and Assets

- 1. Protection of Family:** The Tribe acknowledges the importance of family and personal security. As such, the undersigned Member affirms that this agreement will ensure the protection of their immediate family, including their children, from any legal, financial, or governance-related issues arising from their involvement with the Tribe.

- 2. Family Assets:** Any assets or property held by the Tribe shall be separate from those of individual Members or their families, unless expressly stated otherwise in the Tribe's governing documents. The Tribe will respect the privacy and autonomy of each Member's family.
- 3. Beneficiary Designation:** Members may designate beneficiaries for any benefits or entitlements accrued through their membership in the Tribe, provided such designations are made in writing and submitted to the Tribe's governing body.

## Article VIII: Term and Amendments

- 1. Term of Agreement:** This Membership Agreement shall remain in effect for the duration of the Member's affiliation with the Tribe, unless modified or terminated as provided herein.
- 2. Amendments:** Any amendments to this Agreement shall require the approval of a supermajority vote of the Board of Directors and shall be communicated to all Members prior to implementation.
- 3. Review of Agreement:** The Tribe shall review this Membership Agreement annually to determine if any modifications are necessary to better serve the interests of the Tribe and its Members.

## Article IX: Miscellaneous Provisions

- 1. Governing Law:** This Agreement shall be governed by the laws of the Verdigris Botanica Tribe, as set forth in its Constitution and applicable tribal statutes, and where necessary, the laws of the Commonwealth of Kentucky, United States.
- 2. Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 3. Entire Agreement:** This Agreement constitutes the entire understanding between the Tribe and the Member with respect to membership and supersedes any prior agreements, written or oral.
- 4. Notices:** Any notices required under this Agreement shall be deemed to have been given when delivered personally or sent by certified mail, return receipt requested, to the addresses provided herein, or to such other addresses as either party may designate to the other in writing.
- 5. Waiver:** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

## Signature

By signing below, the Member acknowledges that they have read and understood this Membership Agreement and agree to be bound by its terms and conditions. The Member further acknowledges that they have received and executed the attached Non-Disclosure Agreement (Exhibit A) and that such execution is a condition of membership.

Member Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tribe Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A: Non-Disclosure Agreement (NDA)**

(Attach NDA document for signature)