Tobacco and Vapor Retail Association of Oregon

PRINCIPAL MEMBER AGREEMENT

MEMBERSHIP DUES: Dues required to establish and maintain Principal membership to the Association are \$198 per month per location fully or partially owned by Applicant within the state of Oregon unless superseded by a board-approved schedule of dues. Principal members agree to one-year commitments to be renewed annually unless membership is terminated or resigned. At the end of each year of membership, dues will be recalculated for the next year in cases where the number of stores owned by Applicant changes.

Dues shall be paid in advance regardless of selection. Initial payment shall be remitted with this application. Annual payments for membership dues shall be paid on on the anniversary date of this application. Quarterly payments are owed on the 5th day of March, June, September, and December. Monthly payments are owed on the 5th day of each month. Pro-rated dues shall be calculated for applicants who select QUARTERLY and MONTHLY options and apply in the middle of the quarterly or monthly periods.

MEMBERSHIP RENEWAL: Principal Members may resign at any time, forfeiting any pre-paid membership dues. Principal Memberships are renewed automatically on the anniversary of the Date of Application indicated on this document. Dues assessed for renewed membership are at the rate fixed by the Board of Directors.

MEMBERSHIP RESIGNATION: Principal Members may resign their memberships if they do so no less than twenty days prior to the Member's annual renewal date. This agreement remains in effect until: (1) Principal Member fails to meet any requirements of Principal Membership; (2) A Principal Member's membership is terminated by the Association Board of Directors as outlined in the Association bylaws, (3) Principal Member notifies the Association that the Principal Member resigns; or (4) Association ceases to exist. This Agreement will terminate automatically if it is rejected by the Board of Directors. If so rejected, Association agrees to refund any prepaid membership dues to Applicant.

WARRANTIES AND SEVERABILITY: No warranties are given or implied by this Agreement. A determination that any provision of this Agreement is inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision.

MEMBERSHIP POWERS: Principal members have the collective power to elect, remove, or replace the Board of Directors. Principal Members will have other powers as delegated by the Board of Directors or by the Bylaws of Association.

Signature of Authorized Applicant Representative

Printed name of Authorized Applicant Representative

This Agreement was adopted by the Board of Directors for the 21+ Tobacco and Vapor Retail Association of Oregon on ______, _____.

Signature of Association Secretary

Printed name of Association Secretary