

## **TERMS AND CONDITIONS**

Upon acceptance of Seniors on the Move, the signer of the Membership Application and the Affiliate Membership Agreement (hereafter referred to as "Member") shall be considered an "Affiliate Member" of "Seniors on the Move", (hereafter referred to as "SOM") so long as applicable dues are paid and Terms and Conditions are met.

### **Affiliate Membership in "Seniors on the Move" (SOM) is subject to the following Terms and Conditions:**

1. Member shall submit to SOM a complete Affiliate Membership Application (either online or paper app) along with the corresponding annual membership fee designated by membership category.
2. Upon receipt of the Member's Application, Member will be contacted to determine what special and/or discounted services they will provide to Seniors on the Move individual/couple and associate members. Members will be considered Affiliate Members and included in the SOM Service Provider Network when the membership application has been approved and the Affiliate Member Agreement has been signed by both parties (Member and a SOM Officer).
3. Subject to the Affiliate Member Agreement and terms, SOM agrees to the Member, a non-exclusive, non-transferable and revocable agreement to market and refer the Member to SOM individual/couple and associate members.
4. All Affiliate Member Benefits provided by SOM are subject to discontinuation, change, modification, improvement or substitution without notice and SOM makes no representations or warranties with respect to, and accepts no responsibility or liability for, out of date or erroneous information related thereto.
5. All business transactions with SOM individual/joint and associate members as a result of membership, are strictly between the Affiliate member and the individual/couple/associate member. Seniors on the Move, LLC acts only as a referral agent.
6. As part of participation in the SOM Network, Member shall cooperate with SOM and act in good faith. Member also recognizes and accepts SOM adherence to the Privacy Policy in all matters involving privacy of referral's information.
7. SOM reserves the right to modify the dues structure and/or membership terms prior to annual or monthly renewal.

### **Cancellation Policy**

1. Seniors on the Move, LLC has the right to suspend or terminate this membership without further obligation should Member fail to comply with the Terms and Conditions of the SOM Affiliate Membership Application and Agreement.
2. We may cancel your membership for non-payment at any time. Non-payment includes, but is not limited to, your credit/debit card or check being declined for payment for any reason. Membership services will be provided until the cancellation effective date.
3. If cancellation is effected by you, and received by us, within fourteen (14) days of your first dues payment, you will receive a full refund. No refunds will be issued after fourteen (14) days of your first payment. All cancellation requests must be submitted in writing to address below.

### **Receipt of Mail**

SOM cannot guarantee that it receives any mail that Member claims to have sent. Member should, at Member's own expense, send any notices to SOM in a form to ensure to Member that their communication arrived at SOM, which form may include but not be limited to FedEx, UPS, USPS Return Receipt Requested and USPS Certified Mail. All written notices should be directed to: Seniors on the Move, 318 5<sup>th</sup> St., West Des Moines, IA 50265.

### **General Release**

Each Member, for himself/herself, and on behalf of any person who uses the Benefits available to SOM Affiliate Members, hereby forever releases, acquits and discharges SOM from any and all liabilities, claims, demands, actions and causes of action that such Member or such Member's legal representatives may have by reason of any monetary damage or personal injury sustained as a result of or during the use of any and all Benefits available through SOM. The sole recourse available to a Member, Membership Beneficiary or their legal representatives shall be the cancellation of the Membership.

### **Privacy Policy**

SOM will not sell or otherwise disclose individual/joint or associate member non-public information to any third party unless such third party is performing services for or on our behalf and is bound by an obligation of confidentiality.

### **Entire Agreement**

The Affiliate Membership Terms & Conditions contain the entire terms and agreements in connection with Member's participation in the SOM Affiliate Network and no representations, inducements, promises or agreement, or otherwise, between SOM and the Member not included herein, shall be of any force or effect. If any of the foregoing terms or provisions shall be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby.

### **Governing Law; Arbitration**

This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Iowa. Any dispute arising between you and SOM will be submitted to arbitration in the State of Iowa in accordance with the rules of the American Arbitration Association then in effect.



# Supporter Affiliate Membership Agreement & Terms



318 5<sup>th</sup> St.  
West Des Moines, IA 50265  
515-225-1455

## Affiliate Provider Member Name:

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## Terms of Affiliate Membership:

To participate in the Seniors on the Move Affiliate Network, service providers must complete the Affiliate Membership application, either on paper or online, and be accepted by an Officer. (Complete terms are included on back of this form.)

## Provider Contribution:

As an Affiliate Member, the above provider agrees to honor individual/joint and associate members of Seniors on the Move with the following discounts and/or special services:

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*This agreement will be reviewed and revised as needed.*

Membership cards will be issued to individual/couple and associate members as proof of membership in Seniors on the Move. Affiliate providers can also call the office at 515-225-1455 to verify membership.

## Supporter Level Affiliate Member Benefits:

As a Supporter Level Affiliate Member, you will receive business referrals from Seniors on the Move, logo placement on [seniorsonthemove-ia.com](http://seniorsonthemove-ia.com), listing in the Affiliate Member Directory, and member pricing on select products and advertising. (See Affiliate Membership Levels flyer for complete benefit details.)

## Signatures:

*I have read and agree to the Affiliate Membership Agreement & Terms.*

\_\_\_\_\_  
Affiliate Company Representative (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer, Seniors on the Move (print name & title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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