

# Membership Application



## Applicant Information

Organization: \_\_\_\_\_

Division if Applicable: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip: \_\_\_\_\_ County: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ # of Employees: \_\_\_\_\_

SIC Code: \_\_\_\_\_ URL: \_\_\_\_\_

### Type of organization (check one that applies):

- |   |                                     |   |  |
|---|-------------------------------------|---|--|
| <input type="checkbox"/> Financial Services                                     | <input type="checkbox"/> Healthcare | <input type="checkbox"/> Legal Services | <input type="checkbox"/> Manufacturing |
| <input type="checkbox"/> Government   | <input type="checkbox"/> Education  | <input type="checkbox"/> Retail         | <input type="checkbox"/> Technology    |
| <input type="checkbox"/> Wholesale, Warehousing, Distribution or Transportation |                                     |   |  |

Other: \_\_\_\_\_

### Why is your organization interested in joining ERC?

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> On Demand Support    | <input type="checkbox"/> Certified HR Advisors | <input type="checkbox"/> Professional Development, Training & Engagement Surveys |
| <input type="checkbox"/> Preferred Partners   | <input type="checkbox"/> Webinars & Events     | <input type="checkbox"/> Executive Coaching                                      |
| <input type="checkbox"/> Compensation Reports |  |  |

## Member Fees

Platinum	Gold	Silver	Bronze
\$499/month	\$199/month	\$99/month	\$69/month

### Payment Method

Monthly Tier: \_\_\_\_\_

Annual Tier: \_\_\_\_\_

Check (Enclosed)  Mastercard  AMEX  Visa  Discover

Card #: \_\_\_\_\_ Sec. Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Cardholder: \_\_\_\_\_

Cardholder email: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

The undersigned gives ERC (Employers Resource Council) permission to charge the credit card provided for the monthly or annual payment term of membership fees. If monthly payment terms are selected, the undersigned gives permission to ERC to charge the credit card monthly recurring membership fees. The email provided for the cardholder will receive a monthly payment receipt.

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

### Please Submit to:

ERC | 387 Golf View Lane, Suite 100 | Highland Heights, OH 44143 | Membership@yourERC.com

## Primary Contact

This person will receive ERC mailings, confidential survey information, web access to Online HR Research powered by AnswersNow, weekly online newsletter, email updates and invoices.

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## Terms & Conditions for Membership

**THE UNDERSIGNED APPLIES FOR MEMBERSHIP WITH ERC** (Employers Resource Council), a not-for-profit 501(c)(6) employers association. Membership is subject to the approval of ERC, consistent with the association's by-laws and all applicable laws governing ERC. The applicant agrees to abide in the by-laws and policies of ERC. Upon approval of membership, fees are not refundable.

It is understood and agreed that the company's, or its successor's, term of membership shall be one year (12 months) from the month of membership acceptance and shall be continuous until it is canceled in writing. By submitting this application, your organization agrees to pay full annual membership dues as well as fees for products and/or services provided outside the realm of membership upon receipt of invoice. Membership pricing is subject to change upon each twelve (12) month term.

It is also understood and agreed that membership may be terminated by the company, or its successor, in writing 30 days in advance or by the ERC Board of Directors upon notice as provided in the by-laws in effect.

**Annual Membership:** If the company's membership terminates prior to the end of the twelve (12) month term with an annual subscription, the company, or its successor, agrees that membership fees are non-refundable.

**Monthly Membership:** If the company's membership terminates prior to the end of the twelve (12) month term with a monthly subscription, the company, or its successor, agrees to pay a cancellation fee equivalent to three (3) months of membership fees plus fifty (50) percent of the remaining twelve (12) month term, not to exceed the full twelve (12) month term fees.

**THE UNDERSIGNED UNDERSTANDS THAT ERC DOES NOT PROVIDE QUALIFIED LEGAL OPINIONS.** Research, training or HR support information that ERC provides to its members should not be relied upon or considered a substitute for legal advice, and disclaims any and all warranties and/or responsibility for the statements or their uses. The information that ERC provides is for general employer use and not necessarily for individual application. ERC recommends that members consult legal counsel when and if appropriate.

All information provided to ERC on this application and submitted in the process of using ERC member services will be kept confidential (including survey responses and HR Help Desk requests) unless you or another representative of your organization provides consent to share the information. In some cases, ERC may share member contact information with partner organizations to promote awareness of exclusive ERC member benefits. In addition, by submitting this application, your organization agrees that upon membership in ERC, all copyrighted ERC materials are to be used strictly for your organization's internal purposes only.

Any materials provided to ERC members may not be used for any purpose other than for the members' benefit. Any reproduction or utilization of these materials outside your organization is prohibited without written permission from ERC and may result in termination of membership and/or legal action. This specifically includes:

**ERC surveys** - ERC survey information is copyright protected and the misuse of this information subjects your organization to potential litigation and possible damages paid to ERC.

If litigation is brought upon your firm for copyright infringements or violation of this agreement, your organization will assume ALL legal expenses incurred on behalf of ERC and your membership with ERC will be suspended pending the outcome of the litigation.

**HR service providers** (including Staffing Firms, Consultants, Brokers and Law Firms) - Information from ERC is not to be used for your organization's financial gain. This includes directly/indirectly sharing or disseminating information for your clients' benefit.

### LIMITATION OF LIABILITY

IN NO EVENT SHALL ERC, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE MEMBER'S USE OF THE PRODUCTS AND/OR SERVICES PROVIDED TO IT BY ERC, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, ATTORNEYS FEES, THE COST OF SUBSTITUTE SERVICES, OR OTHER DAMAGES, EVEN IF ERC OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE, BUT EXCLUDING GROSS NEGLIGENCE OR WILFULL ACTS OF ERC) ARISING FROM MEMBER'S USE OF ERC PRODUCTS OR SERVICES EXCEED, IN THE AGGREGATE, THE EQUIVALENT OF ONE YEAR OF MEMBERSHIP FEES.

**BY SUBMITTING AN APPLICATION, THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ AND COMPREHEND THE ABOVE TERMS FOR MEMBERSHIP AND THAT THEIR ORGANIZATION AGREES TO COMPLY WITH ALL TERMS HERIN.**

In addition, the **UNDERSIGNED**, acknowledges that they are a duly authorized representative of the organization applying for membership.

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

Print: \_\_\_\_\_

# Thank you for your interest in ERC Membership!