SAMPLE ASSOCIATION MANAGEMENT AGREEMENT

AGREEMENT made this ___ day of _____, ____, by and between the ______________________
Association, a ____________non-profit corporation (hereinafter "Association"), and
____________________, an ________corporation with its principal place of business at
____________________(hereinafter" AMC").

WHEREAS, AMC is engaged in the business of providing management services to nonprofit
trade associations; and
WHEREAS, Association is a national trade association which desires to engage an association
management firm to manage its operations; and
WHEREAS, AMC has submitted a written proposal to Association setting forth the services it
proposes to provide to Association ("the Proposal"), which Proposal is attached hereto and made
a part hereof as composite Exhibit A; and
WHEREAS, in reliance upon the representations made in the Exhibit A; Association desires to
obtain association management services from AMC.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable
consideration the receipt and sufficiency of which are hereby acknowledged, Association hereby
engages AMC to provide Association with association management services on the terms and
conditions hereinafter set forth:

1. MANAGEMENT SERVICES

Association hereby engages AMC as an independent contractor to provide customary association
management services to Association. AMC shall perform duties commonly performed by the
executive director and staff of a trade association. In particular, AMC shall provide to
Association the management and other services described in Exhibits A and B hereto. In the
event of an inconsistency between the provisions of (1) Exhibit A, and (2)
Exhibit B or Exhibit C, the provisions of Exhibit B or Exhibit C shall prevail. AMC shall secure
an exclusive telephone number for Association, which AMC shall answer daily from a.m. time
through p.m. time, provided that these hours shall be subject to review and further agreement
based upon information regarding before and after hours incoming calls. There shall be [no
monthly charge] [an agreed upon monthly charge] to Association for telephone lines and/or
telephone service.

AMC acknowledges that Association's Board of Directors has ultimate control over the
management of Association's affairs. Throughout the term of this Agreement an Account
Executive employed by AMC and approved by Association shall serve as Executive Director of
Association. AMC shall at its discretion assign other employees to serve Association in other
capacities.

AMC shall provide offices and equipment, which will remain under AMC's exclusive control,
needed to manage the affairs of Association. AMC's business location, which may change from
time to time, shall be Association's corporate offices and headquarters address.
Prior to the commencement of Association's fiscal year, Association shall adopt an operating
budget for such fiscal year. Such budget, in form and level of detail as shall be mutually agreed
upon between AMC and Association, shall be duly adopted by Association's Board of
Directors.
AMC shall monitor the budget as part of its monthly financial reporting obligation to Association's Board of Directors.

AMC is hereby authorized to handle funds on behalf of Association. Association shall establish one or more accounts in depository institutions mutually agreed upon by Association and AMC.

AMC shall deposit all monies received by AMC for Association's account into such accounts. The following persons shall be sole signatories on all accounts of Association maintained by AMC: Association's President, Association's Treasurer, Association's Executive Director at AMC, and Association's chief financial officer at AMC.

AMC shall have authority to negotiate and enter into agreements for the purchase of goods and services reasonably necessary to and in the ordinary course of Association's business, provided that such agreements are consistent with Association's approved budget. AMC shall not purchase any goods or services for the account of Association from any entity related to AMC without first disclosing to Association the fact and nature of such relationship.

2. COMPENSATION OF AMC

In exchange for receiving from AMC the services set forth in Paragraph 1 hereof and Exhibits A and B hereto, Association shall pay to AMC a monthly management services fee; such fee shall be payable via electronic funds transfer from Association's bank account to AMC's bank account on the first day of each month.

[OPTIONAL FORMS OF COMPENSATION]
The amount of the monthly management services fee shall be __________ (__________).

** During the first _______ months of the term of this Agreement, beginning on ___________.
______, the monthly management services fee shall be ________________ ($__________). During the _______month period beginning ____________, ____________, the monthly management services fee shall be equal to one-twelfth of _____% of Association's budgeted revenue, exclusive of budgeted investment income and changes in investment value, for the ______-_____ fiscal year. After ______, ______, Association and AMC shall agree upon the amount of the management services fee as a component of Association's annual budgeting process.* **

In addition to the monthly management services fee, Association shall pay an administrative fee to AMC based upon Association's actual utilization of AMC's non-management staff, computed at AMC's customary rates, which rates may change from time to time and shall be provided in writing to Association. AMC shall provide Association with documentation of time expended on Association matters by AMC's non-management staff-

***

b. Performance Incentive Payment.
AMC shall be entitled to receive a performance incentive payment equal to ______ percent (______%) of the amount, if any, by which Association's annual addition to its surplus, at the conclusion of Association's ______-_____ and _____-_____ fiscal years, exceeds $_______. exclusive of investment income and changes in investment value, in any such year, provided that: (1) this
Agreement is still in effect at the conclusion of any such fiscal year; and (2) such performance incentive shall have been "earned" by AM C during such fiscal year. AM C shall be deemed to have "earned" a performance incentive payment only to the extent that, based upon its monthly reports to Association, the value of AMC employee time devoted to Association matters in an Association fiscal year exceeds the total of the monthly management services fees paid to AMC during such Association fiscal year. Any performance incentive payment due hereunder shall be paid within ten (10) days of Association's receipt of its annual audit report from its independent accounting firm.

If at any time during the term of this Agreement Association determines that the scope or level of AMC's services described in Paragraph 1 or in Exhibit B should be modified, or in the event that either party determines that the scope or level of AMC's services described in Paragraph 1 or in Exhibit B has been modified, AMC and Association shall negotiate in good faith an appropriate increase or decrease in the monthly management services fee payable to AMC hereunder, or AMC and Association shall negotiate in good faith a separate fee as consideration for any additional or increased level of services.

3. REIMBURSEMENT OF EXPENSES

Association shall reimburse AMC monthly for any expenses incurred by AMC on behalf of Association and for ancillary services provided by AMC to Association, at AMC's customary rates, as budgeted or authorized by Association and as set forth in Exhibit C, Paragraph B, hereof. AMC shall itemize its billing and shall submit reasonable documentation for expenditures. Purchases and expenditures incurred by AMC on behalf of Association shall be billed to Association at AMC's cost with no markup. AMC's invoices for expenses and disbursements are payable by Association within ________ (___) days. Furthermore, AMC shall receive no rebates, commissions or credits for purchases, expenditures or arrangements made with an outside vendor for Association by AMC and billed by the vendor directly to Association or a party designated by Association without Association's express acknowledgment and consent.

4. TERM OF AGREEMENT

This Agreement shall commence on ________, ______ and shall continue until terminated by either party.

5. TERMINATION

a. Without Cause by Either Party

Either party may terminate this Agreement without cause by giving the other party ____________ (___) days written notice thereof, provided that such notice may not be given earlier than _____________.

b. For Cause by AMC

In the event that Association does not fulfill either its payment obligations under Paragraphs 2 or 3 hereof, and/or any agreed upon deadlines and commitments in connection with providing materials or services to AMC, AM C shall give Association written notice of same and ________ (___) days to cure same. If Association does not cure within ________ (___) days, AMC may terminate this Agreement effective ________ (___) or more days after the date of the written notice given hereunder.
AMC shall have the right to terminate the Agreement immediately upon the dissolution or filing for voluntary or involuntary bankruptcy (or its equivalent) by Association. In such event, this Agreement shall be terminated upon receipt of notice of termination from AMC communicated to Association by any acceptable business form.

c. For Cause by Association
In the event of a material breach by AMC of its obligations hereunder, Association shall give AMC written notice of the specific nature of the breach and _________ (___) days within which to cure said breach to Association's satisfaction. If AMC does not satisfactorily cure said breach within such period, Association may terminate this Agreement effective _________ (___) or more days after the date of the written notice given hereunder.
Association shall have the right to terminate the Agreement immediately upon the dissolution or filing for voluntary or involuntary bankruptcy (or its equivalent) by AMC, or upon the taking of dishonest or fraudulent actions by AMC. In such event, this Agreement shall be terminated upon receipt of notice of termination from Association communicated to AMC by any acceptable business form.

d. Effect of Notice of Termination
All monthly management service fees shall be prorated to and including the day of termination. All expenses incurred pursuant to Paragraph 3 shall be payable in full. Any other obligation due and owing by either party to the other at the time of termination shall remain in full force and effect and shall survive termination of this Agreement until such obligation is satisfied, unless otherwise agreed in writing by both parties.
Up to _____ p.m. _____ time on the day of termination, AMC shall be obligated to maintain a full level of service to Association and to cooperate fully with Association and any Association staff or management company in the effectuation of a transition plan provided by Association. In the event that Association gives or receives notice of breach or termination hereunder, Association shall immediately have the right, but not the obligation, to engage or appoint a person or entity to monitor AMC's management activities during any cure or notice period. The appointment of such a monitor, who shall be permitted to enter AMC's offices during normal business hours, shall not relieve AMC of its responsibility to manage Association's affairs prudently and consistently with good business practices.
Upon termination of this Agreement, an audit of Association's finances shall be performed by an independent accounting firm mutually acceptable to the parties. Association shall pay the cost of such audit.

e. Rights and Obligations upon Termination
Within _________ (___) business days of the effective date of termination of this Agreement, AMC shall deliver to the president of Association, or to such person or location as directed by the president of Association, all Association records, documents, materials and other tangibles in its keeping in respect to its management of Association in whatever form maintained and stored.

AMC shall not keep or allow use of any copies or duplications of such records, documents or materials except samples of non-confidential materials, which AMC may retain for its own purposes.
With respect to information contained in computers or on computer diskettes, AMC shall provide Association with all data on computer diskettes, at the discretion of Association, either (a) in readable, generic form, or (b) in a form readable by the software programs used by AMC. AMC also shall provide Association with database information in printed report form. In addition, AMC shall provide Association with the identity and supplier of all software programs used by AMC for Association matters. AMC shall also provide Association with assistance as requested by Association, including descriptions of data formats, required for Association to obtain the same software used by AMC or to transfer Association data contained in AMC’s computer system to other software without manual re-entry of information; Association shall reimburse AMC for any costs incurred by AMC in providing such assistance. AMC shall maintain Association computer data in its computers for a period of ________ (__) months following the effective date of termination of this Agreement, at which time AMC shall delete all Association data from its computers.

6. OWNERSHIP OF MATERIALS AND INFORMATION
All materials and information produced by or for AMC, or entrusted to AMC, for the benefit of Association pursuant to this Agreement are and shall be the sole property of Association. Such materials include without limitation Association's membership and prospect lists, conference registration lists, other mailing lists, publications, copyrights, trademarks, files, financial records and similar property or information now existing or acquired during the term of this Agreement. Should the Agreement be terminated, all such materials and information shall be delivered by AMC to Association or to such person or entity as may be designated by Association in writing. Association and AMC agree that all procedures, systems, forms and computer programs used by AMC in providing services to Association hereunder (with the exception of such procedures, systems or computer programs which were purchased by Association or purchased by AMC and charged to Association, which items shall be considered the sole property of Association) are the property of AMC and may be further used by AMC at any time for any purposes it requires.

7. INDEPENDENT CONTRACTOR RELATIONSHIP
AMC acknowledges that it is engaged as an independent contractor hereunder and that neither it nor any of its employees shall be considered an employee of Association for any purpose under any statute, rule or regulation. AMC agrees to indemnify and hold Association harmless from and to defend Association against any claim based upon an assertion that any AMC employee is an employee of Association, including, without limitation, any claim for withholding tax, unemployment tax, social security payments, worker's compensation or other similar taxes or payments. Association will not directly compensate any AMC employee.

8. COPYRIGHT
Association shall hold the copyright to all materials produced by or for AMC for the benefit of Association pursuant to this Agreement. Such materials shall (a) in those instances deemed appropriate by Association and AMC, bear a copyright notice naming Association as the holder of the copyright, and (b) if directed by Association in writing, be deposited with the federal copyright office at Association's expense. Materials produced hereunder by or for AMC and its employees, including leased employees, or independent contractors on behalf of Association shall be considered "work for hire" under federal copyright laws, or, if such is precluded by law, the rights to such materials shall be assigned permanently to Association. AMC represents and
warrants that, prior to their development of any materials for Association, each of AMC's independent contractors and employees, including leased employees, has agreed to the foregoing.

9. CONFIDENTIALITY AGREEMENT,
AMC agrees to preserve and protect the confidentiality of the proprietary and confidential information relating to Association's finances, administration and membership, including, but not limited to, membership and other mailing lists, financial statements and budgets, Board of Directors meeting minutes, and other similar data. Both during and after the term of this Agreement, AMC agrees not to disclose or disseminate such information to any third party (unless contemplated by this Agreement), and not to use such information for its own benefit, for the benefit of any of its officers, directors or employees, including leased employees, or for the benefit of any third party, without the prior written consent of Association. All such proprietary and confidential information used or generated during the course of AMC's engagement by Association is the property of Association. The foregoing obligations shall not apply to (a) information which, at the time of disclosure, was in the public domain; (b) information which AMC or its affiliates can establish by reasonable proof was in its possession at the time of its disclosure by Association or was subsequently and independently developed by employees of AMC or its affiliates who had no knowledge of the information; or (c) information required to be disclosed under compulsion of law.
AMC represents and warrants that each of its employees, including leased employees, and independent contractors to whom proprietary information is to be disclosed has agreed not to disclose or use Association's proprietary information other than as is permitted hereunder.

10. COVENANT NOT TO COMPETE
Association and AMC agree that, in managing Association hereunder, AMC will gain access to information both necessary to the management of Association and potentially damaging to Association were it used either by or for the benefit of any entity in competition with Association. Accordingly, and in consideration of Association's agreement to engage the services of AMC, and unless otherwise agreed in writing by Association and AMC, AMC covenants and agrees that it will not, for the period of this Agreement and for ____ (____) years from the date of termination of this Agreement, engage directly or indirectly in competition with Association in the ___________ industry, anywhere in the [United States][State of ______], in (a) trade association management, (b) trade show management, (c) publication or distribution of trade publications, (d) provision of educational seminars, or (e) the provision of programs similar to any other Association programs developed or operated during the term of this Agreement.
AMC acknowledges and agrees that the foregoing provisions of this paragraph are not intended to restrain, do not restrain, and will not restrain it from engaging in a lawful trade, profession or business, as defined in any state or other statute found to be applicable to the terms of this Agreement, inasmuch as AMC engages in and desires to engage in the activities set forth in (a) through (e) above in industries other than the ____________ industry. AMC further agrees that the restrictions as to time and geography are reasonable and necessary to protect the legitimate interests of Association. Notwithstanding the foregoing, Association acknowledges that AMC is engaged in the business of providing management services to associations and that AMC is free to contract its services to other clients at any time, and that, except as otherwise provided herein, Association will not object to such contracts. AMC will devote such time, personnel and facilities as are necessary and are mutually agreed upon to perform satisfactory
services for Association as directed by the President and according to principles of good management will effectively carry out the objectives and goals of Association. Association agrees that during the term of this Agreement and for _______ (__) year(s) thereafter, it will not, without the prior written consent of AMC, hire or attempt to hire as an employee or leased employee or engage as an independent contractor for any reason whatsoever any person who was an employee or leased employee of AMC assigned to Association matters during the preceding twelve (12) month period.

In the event of the breach or threatened breach of this paragraph, the non-breaching party shall be entitled to injunctions, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such shall be in addition to all other remedies available at law or in equity. Notwithstanding Paragraph 13 hereof, disputes arising under this paragraph shall not be subject to arbitration.

11. INDEMNIFICATION
Association shall indemnify AMC and hold it harmless from any losses, damages, claims, costs and expenses of any nature incurred as a result of AMC's actions taken on behalf of Association or resulting from AMC's relationship with Association, provided that Association shall not be obligated hereunder with respect to (a) any action of AMC not in the ordinary course of Association's business and taken without Association's knowledge and consent, or (b) any negligent act or omission of AMC.

AMC shall indemnify Association and hold it harmless from any losses, damages, claims, costs and expenses of any nature incurred as a result of (a) any action of AMC not in the ordinary course of Association's business and taken without Association's knowledge and consent, or (b) any negligent act or omission of AMC.

AMC shall maintain a fidelity bond in the amount of ___________ dollars ($_______) on and for employees, including leased employees, handling Association funds; [Association shall pay a pro rata share of the cost of such bond, which amount shall not exceed $____ per year absent further agreement between the parties]. AMC shall maintain, at its expense, adequate and appropriate general liability insurance coverage during the term of this Agreement. Association shall maintain adequate and appropriate general liability and association professional liability (directors and officers liability) insurance coverage during the term of this Agreement.

12. ANNUAL PERFORMANCE EVALUATION
Association's Board of Directors shall conduct an evaluation of AMC's performance hereunder each year during the term of this Agreement. Such performance evaluation shall be conducted other than during the Association's annual budgeting process.

13. ARBITRATION
In the event of a dispute between the parties in connection with this Agreement, the parties agree that the matter shall be submitted to final and binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration shall be held in ________, _________ or its environs or at such other location as the parties may agree. [The parties shall have full discovery rights against each other, including the right to compel the attendance of necessary witnesses, as provided by the federal rules of civil procedure.] The prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to other relief to which it may be entitled, provided that, if the
prevailing party fails to recover the entire amount claimed, recovery of costs and fees shall be limited to the amount which bears the same relationship to the total costs and fees incurred by the prevailing party as the amount recovered bears to the amount claimed.

14. NOTICES
Any notices given under this Agreement shall be in writing and delivered by facsimile and certified mail addressed to the parties as follows:
__________________ Association c/o (Association president) (business address of Association president)
AMC c/o AMC President (business address of AMC)
Notice shall be deemed given when first received by the other party or its agent.

15. ASSIGNMENT
Neither party shall assign its rights hereunder to any person or entity without the prior written consent of the other party. The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

16. GOVERNING LAW
This Agreement shall be governed by the law of the State of ____________, without regard to its choice of law rules.

17. ENTIRE AGREEMENT
This Agreement and its Exhibits represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous discussions, representations or agreements, oral or written, of the parties regarding this subject matter. This Agreement shall not be modified except by further writing signed by both parties.

18. SEVERABILITY
If any provision contained herein is determined by a court of competent jurisdiction or an arbitration tribunal to be invalid or unenforceable, said determination shall not affect the validity and enforceability of the remaining provisions hereof. The parties represent that they are not aware that any provision of the Agreement is invalid or unenforceable.

19. WAIVER
No waiver by either party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, shall constitute a continuing waiver of that or any other right, obligation, breach or default.

20. FORCE MAJEURE
Neither party shall be in default hereunder by reason of its delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, acts of God or the public enemy, riots, or interference by civil or military authorities, provided, however, that nonperformance hereunder shall be excused and shall not constitute a default for a maximum of _________ (___) days per qualifying event.

21. PARAGRAPH HEADINGS
The paragraph headings and numbers are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer. IN WITNESS WHEREOF, the undersigned, hereby certifying that they are authorized to do so, have executed this Agreement on behalf of the parties on the dates indicated below.

______________________________ ASSOCIATION

By: ___________________________ Date: ____________________ ________________.
President

AMC
By: ___________________________ Date: ____________________ ________________.
President

EXHIBIT B
ASSOCIATION MANAGEMENT SERVICES
A. ADMINISTRATIVE
1. Facilities  
a. Provide fully equipped headquarters office  
b. Provide files and storage for association documents, materials and records
2. Planning  
a. Make arrangements for strategic planning sessions (professional fees for any strategic planning sessions are not included in the management services fee)  
b. Develop an annual planning calendar for the following year  
c. Develop program procedures and project action plans  
d. Develop a preliminary annual budget for the following year
3. Board of Directors and Committees  
a. Provide professional association management advice to officers, directors and committee members, including annual leadership training  
b. Prepare meeting notices and agendas for all meetings  
c. Prepare reports and meeting materials for all meetings  
d. Make all meeting site or telephone conference arrangements  
e. Provide required staff at board and committee meetings  
f. Take minutes at meetings  
g. Make reports and provide input at meetings  
h. Write, edit and distribute meeting minutes  
i. Manage the election process for officers and directors
4. Financial and Corporate  
a. Manage accounts payable and issue checks  
b. Issue billings and manage accounts receivable  
c. Enter cash receipts and make bank deposits  
d. Reconcile bank statements monthly  
e. Post entries and maintain general ledger  
f. Prepare monthly financial statements, investment reports, accounts receivable aging reports and check register reports in accordance with a schedule to be agreed upon with ARA's Treasurer  
g. Prepare and process dues renewal statements and reminders monthly  
h. Prepare year-end statements for current year tax returns  
i. Maintain liaison with legal counsel and with auditor  
j. Ensure timely tax and other filings due in current year  
k. Provide a sound fiscal cash management plan
5. General Operations  
a. Provide telephone reception and adequate telephone lines  
b. Supervise mailing and shipping operations  
c. Provide filing and clerical services  
d. Provide normal office supplies  
e. Manage inventory of materials, stationary and supplies  
f. Handle all association correspondence
B. MEMBERSHIP
I. Membership Development  
a. Propose and implement approved membership promotions  
b. Develop concept and provide staff for association exhibits at ARA trader shows  
c. Respond to inquiries regarding membership  
d. Process new member applications and enter in database  
e. Distribute new member materials and appropriate letters
2. Membership Retention and Record Keeping
   a. Provide timely response to member inquiries
   b. Provide delinquent dues follow-up
   c. Maintain up-to-date prospect and membership databases
   d. Prepare membership reports as required

C. PROGRAMS
   I. Trade Shows
      a. Negotiate and contract with facilities and service vendors for current and future years as requested by the Board of Directors
      b. Conduct site inspections as required for prudent management
      c. Develop and implement promotions
      d. Manage hotel, exhibit hall, decorator, speaker, and other service vendor relations
      e. Develop registration materials and program directory
      f. Handle exhibit space sales, assignments, processing of agreements and collection
      g. Handle registration processing and badge production
      h. Provide meeting planning, coordination and appropriate on-site management staff

   2. Education/Certification Program
      a. Provide seminar planning and coordination
      b. Provide certification program management and processing
      c. Arrange for speaker training as required

   3. Chapters
      a. Provide meeting planning and coordination as requested
      b. Act as liaison for chapters directors
      c. Develop, within reason, materials specific to operating chapters

   4. Website
      a. Provide membership database changes to service provider on a monthly basis
      b. Provide information on membership and association programs, as well as other information necessary to maintain website for the benefit of members, to service provider on a timely basis
      c. Receive and respond to e-mail on a timely basis
      d. Receive and process orders on a timely basis

   5. Other Programs

   6. New Program Development
      a. Develop plans and budgets for programs approved by Board of Directors
      b. Assist in development and implementation of surveys and industry research programs as required

D. PUBLISHING AND COMMUNICATIONS
   I. Magazine
      a. Provide full editorial services including research, article solicitation, writing, editing, proofreading, layout and design and desktop publishing
      b. Arrange for and supervise photography, film, printing and distribution services
      c. Provide advertising sales, coordination, billing and collection
      d. Arrange for and supervise inclusion of the association's annual report in one issue per year

   2. Membership Directory and Buyers Guide
      a. Maintain databases and mail extract annually to members for correction, return and data entry
      b. Arrange for and supervise special computer programming and data entry of updated information from members
      c. Extract data for all members annually in format appropriate for production of directory
      d. Provide writing, editing, proofreading, and desktop publishing
      e. Arrange for and supervise design and layout, photography, film, printing and distribution services
      f. Provide advertising sales, coordination, billing and collection

   3. Newsletters
      a. Provide research, writing, editing, proofreading and desktop publishing
      b. Arrange for and supervise photography, film, printing and distribution

   4. Trade Show Promotion and Printed Materials
      a. Obtain all program information and data for content, and provide writing, editing, proofreading, and desktop publishing for exhibitor and buyer promotion, exhibitor contract materials, exhibitor marketing materials, on-site program books, tickets, badges, registration materials and other necessary printed materials
      b. Arrange for and supervise outside design, typesetting, photography, film, printing and distribution services
      c. Provide advertising sales, coordination, billing and collection
5. Promotion and Printed Materials for Other Programs
   a. Obtain all program information for content and provide writing, editing, proofreading and desktop publishing
   b. Arrange for and supervise outside design, reproduction, editorial, typesetting, printing and distribution services

E. PUBLIC/GOVERNMENT RELATIONS
F. OTHER

EXHIBIT C
EXPENSES
A. EXPENSES INCLUDED IN THE MANAGEMENT FEE, EXCEPT AS OTHERWISE AGREED
   1. Office rent, utilities, repairs and maintenance.
   2. Office furnishings, fixtures and leasehold improvements.
   3. Office equipment and maintenance contracts.
   4. Telephone and voice-mail equipment and non-dedicated line charges.
   5. Computer hardware and software, unless directed to purchase by Association, in which case such hardware and software shall be considered the property of Association.
   6. Computer maintenance and support contracts.
   7. Employee salaries, payroll taxes, insurance and benefits.
   8. Employee training, professional dues and subscriptions.

B. EXPENSES NOT INCLUDED IN MANAGEMENT FEE, EXCEPT AS OTHERWISE AGREED
   1. Office supplies and materials specifically for Association.
   2. Postage.
   3. Courier and shipping charges.
   4. Telephone lines authorized by the association.
   5. Charges for telephone calls.
   6. Facsimile charges at AMC's customary rates, provided that broadcast facsimiles will be subcontracted to the lowest cost provider.
   7. Mailing, fulfillment and distribution services.
   8. In-house photocopying at AMC's customary rates.
   9. In-house, desktop publishing at AMC's customary rates.
   10. Outside design, typesetting, pre-press work and printing.
   11. Association stationery, forms, checks and printed materials.
   12. Out-of-the-office storage of files and materials as necessary and as authorized by the association.
   13. Staff travel expenses incurred on behalf of the association.
   15. Fees for outside auditor and tax return preparer.
   16. Outside attorney fees for services performed for the association.
   17. Fees for consultants employed by the association.
   18. Meeting expenses, including on-site temporary personnel.
   19. Internet services and expenses.
   20. Other services and materials authorized by the association.