



Consultant Membership Terms and Conditions Agreement

Terms and Conditions

The following terms and conditions govern the PEAK Grantmaking Membership and the benefits available thereunder (the "benefits"). The Membership Terms and Conditions (the "Terms and Conditions," or "Agreement") are made between PEAK Grantmaking, a Delaware corporation with executive offices at 1666 K Street, NW, Suite 400, Washington, D.C. 20006 and the person applying for membership ("you" or the "Member").

I. NO SOLICITATION RULE

Activities of PEAK Grantmaking are designed to bring together individuals involved in grants management throughout the entire philanthropic community. To maintain the collegial spirit of our work, you agree to refrain from soliciting PEAK Grantmaking members, which includes engaging in any conduct relating to any business interests or for profit or personal economic benefit.

II. USE OF PEAK GRANTMAKING MATERIALS

In keeping with PEAK Grantmaking's goals and mission, many of the materials posted on our website are licensed to the public through the Creative Commons Attribution-Non-Commercial-No Derivatives license.

Other than as specifically described in the preceding paragraph, you may not copy, reproduce, distribute, modify, display, republish, transmit, repost, or otherwise use PEAK Grantmaking content without prior written permission from PEAK Grantmaking. Using this information for commercial gain, or taking control of the information by reusing or reposting without prior approval from PEAK Grantmaking would be detrimental to PEAK Grantmaking and is a violation of international copyright law.

To request such permission, please contact us.

III. USE OF MEMBER INFORMATION

The PEAK Grantmaking Member Directory shall be used for individual, personal and confidential reference purposes only. The Directory and the contents thereof are proprietary products of PEAK Grantmaking. The contents of the Directory may not, in whole or in part, be reproduced; copied; disseminated; entered into a computer database; used as part of or in connection with the preparation, revision or confirmation of a mailing, telephone, fax, e-mail, or other marketing list; or otherwise utilized in any form or manner or by any means, except for the user's individual, personal and confidential reference. Contained therein are the names, addresses, telephone numbers, fax numbers, e-mail addresses, and contact persons of PEAK Grantmaking members as of the date of access. Their presence in the Directory represents only that these individuals are members in good standing of PEAK Grantmaking; it does not represent their consent to receive any marketing or related communications.

IV. CHANGES

Any benefits received as part of this membership are subject to discontinuation, change, modification, improvement or substitution without notice and PEAK Grantmaking makes no representations or warranties with respect to, and accepts no responsibility or liability for, out of date or erroneous information related thereto. In addition, these Terms and Conditions may be changed at any time without prior notice. However, any changes will be posted on the PEAK Grantmaking website or distributed to you for acceptance. Your continued access of the PEAK Grantmaking website or use of benefits after such changes conclusively demonstrates your acceptance of those changes.

V. OTHER TERMS, CONDITIONS, AND NOTICES

- a. Member Web Site and Password. You must have a password to access certain membership program benefits and services. You shall keep your password secure and confidential and use it only for your authorized access to the Membership Programs website. You are solely responsible for all activities that occur with your password. You shall notify PEAK Grantmaking immediately of any actual or suspected unauthorized use of your password. PEAK Grantmaking is not responsible for any consequences that result from any unauthorized use of your password.
- b. Assignment. Membership is not transferable or assignable.

- c. Severability. If any part of these Terms and Conditions shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms and Conditions.
- d. Waiver. Failure to enforce any of these Terms and Conditions shall not constitute a waiver of such terms, nor affect their enforceability.
- e. Governing Law and Forum. Any claim arising under or relating to the Membership Programs, the materials, or the websites shall be adjudicated in the District of Columbia.

VI. ENTIRE AGREEMENT

These Terms and Conditions represent the entire agreement between the parties and supersede any prior agreements, understandings, informational pieces or other descriptions regarding the subject matter herein. Questions: Should you have any questions regarding these Terms and Conditions you may contact us at info@peakgrantmaking.org.

Agreed to:

Printed Name:

Signature:

Organization:

Date: