

# Membership Application

To become an OnSite member, please complete this application and fax it to 512-467-0264 or drop it in the mail.

School District: \_\_\_\_\_

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

**Asbestos Designated Person:** \_\_\_\_\_

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

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

**Integrated Pest Management Coordinator:** \_\_\_\_\_

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

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

Average Daily Attendance (ADA)\*: \_\_\_\_\_ ESC Region: \_\_\_\_\_

*\*Onsite annual membership fees are based on a district's Average Daily Attendance (ADA).*

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

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

**Note: The individual who signs this application must be authorized by your district to agree to and bind the district to the OnSite membership terms and conditions set out on the reverse side of this application. By submitting this signed application, your district accepts and agrees to such terms and conditions.**

**Please check any specific service areas that may be of special interest to your school district:**

- Asbestos Management
- Integrated Pest Management
- Hazardous Material Management
- Training
- Indoor Air Quality
- Labor/Staff Unitization Services-Custodial, Maintenance, Grounds
- Long Range Facility Planning
- Facility Assessments
- Energy Services
- Other: \_\_\_\_\_





## OnSite Membership Agreement

This Agreement governs your entity's ("you" or "your") TASB OnSite Environmental and Facilities Services ("OnSite") membership and applies to the services provided under your annual membership subscription ("Services"). The Services currently provided, which may change from time to time, are listed in the enclosed Description of Member Benefits. (Your membership also entitles you to obtain discounts for additional "fee for services" provided by OnSite under separate agreement.)

**Acceptance:** Your submission of an executed OnSite membership application, signed by an individual duly authorized to enter into this Agreement and bind your entity, constitutes your acceptance of the terms of this Agreement, in exchange for which TASB agrees to provide Services in accordance with this Agreement. A facsimile signature will be considered an original.

**Membership Commencement Date:** Your membership begins after TASB receives your executed membership application and provides you with access to OnSite through "myTASB".

**Term:** OnSite's membership year is September 1 - August 31. Unless terminated as provided for in this Agreement, your membership begins on the commencement date and ends on the following August 31, and will automatically renew thereafter for successive September 1 – August 31 membership years.

**Annual Membership Dues:** TASB will invoice you for your first year's dues, prorated according to your membership commencement date, upon receipt of your executed membership application. Thereafter, TASB will invoice you before the end of the then current membership year for next year's dues. You agree to pay your OnSite annual membership dues in the amount and no later than the due date specified in the invoice, and agree that TASB may deny Services or impose a non-member charge for Services until your invoice is paid in full.

**Termination by You:** You may terminate your OnSite membership at any time by giving 30 days' prior written notice to TASB. However, you are not entitled to a prorated refund of your annual membership dues if you terminate. Additionally, termination of this Agreement will not terminate any contractual obligation to OnSite under any separate agreement for "fee for services".

**Termination by TASB:** If you cease to be an Active or Associate Member of TASB (if eligible), your OnSite membership will automatically terminate at the same time as your TASB membership. TASB may suspend or terminate your OnSite membership if you do not fully and timely pay your OnSite annual membership dues, or if you fail to timely pay any undisputed amounts due for additional "fee for services". If your OnSite membership is suspended or terminated, you agree to pay non-member charges for any training received after the effective date of the suspension or termination. If your membership is suspended or terminated under this section, you are not entitled to a prorated refund of any annual membership dues you have paid.

**No Legal Advice:** Certain Services are intended to assist you with state and federal regulatory compliance and to help you manage various environmental and facilities laws that apply to your operations. However, the Services are neither an exhaustive explanation of the law nor intended to constitute legal advice or substitute for the advice of an attorney.

**No Warranty:** You understand and agree that the Services are provided "as is," without any warranty whatsoever. Without limiting the generality of the foregoing, TASB specifically disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. TASB makes no warranty or representation regarding the Services and information, materials, goods or services obtained through the Services, or that the Services will meet your requirements or any governmental requirements. You use the Services solely at your own risk.

**Limitation of Liability:** TASB's maximum liability under this Agreement is limited to the equivalent of one year's membership dues.

**Amendment:** This Agreement may be amended by TASB by providing you at least 30 days' prior written notice. Your payment of annual membership dues and/or continued use of the Services as an OnSite member constitutes your acceptance of any changes.

**Relationship between You and TASB:** For purposes of this Agreement and the Services, you and TASB are independent contractors and not employees, agents, or representatives of one other, and nothing in this Agreement constitutes a partnership, agency or joint venture between you and TASB.