



Environmental Membership Application

To become a Facility Services Environmental member, please complete this application and fax it to 512-483-7179, e-mail it to Facilities@tasb.org, or drop it in the mail.

School District: _____

Address: _____

Average Daily Attendance (ADA)*: _____ ESC Region: _____

Asbestos Designated Person: _____

Phone: _____ Email: _____ Fax: _____

Address: _____

Integrated Pest Management Coordinator: _____

Phone: _____ Email: _____ Fax: _____

Address: _____

The individual signing this application must be authorized by your district to agree to and bind the district to the Environmental Membership Agreement Terms and Conditions, attached to this application. By submitting this signed application, your district accepts and agrees to the terms and conditions of the Environmental Membership Agreement as presented. No change or insertion by you will be valid or enforceable unless countersigned or accepted by TASB in writing.

Note: The annual membership fee for Facility Services Environmental membership is available on request and is based on a district's Average Daily Attendance (ADA). A new member will be charged an initial one-time charge in the amount of 50% of the full annual membership fee in connection with uploading all member's data for purposes of providing audit and revision of asbestos management plan services.

Signature: _____ Date: _____

Name: _____ Title: _____

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

- Training
- Asbestos Management
- Integrated Pest Management
- Indoor Air Quality
- Lead



Environmental Membership Agreement Terms and Conditions

These terms and conditions (“Agreement”) govern your entity’s (“you” or “your”) TASB Facility Services (“Facility Services”) Environmental membership and apply to the services provided under your annual membership subscription (“Services”). The Services are listed in the Environmental Membership Benefits as applicable to the current term, which are attached hereto as Exhibit A and incorporated herein for all purposes. (Your Environmental membership also entitles you to obtain discounts for additional environmental “fee for services” provided by Facility Services under separate agreement.)

Acceptance: For new members, your submission of an executed Facility Services Environmental Membership application, signed by an individual duly authorized to enter into this Agreement and bind your entity constitutes your acceptance of the terms and conditions of this Agreement. For renewing members, your payment of your annual Environmental membership fee and/or use of any Services as a Facility Services Environmental member constitute your acceptance of the terms and conditions of this Agreement, in exchange for which TASB agrees to provide Services in accordance with this Agreement. Any interlineations or modifications to this Agreement by you will be void and unenforceable unless TASB consents to the change in writing.

Term: Facility Services’ Environmental membership year is September 1 - August 31. For new members, your membership begins on the on the date TASB receives your executed membership application and membership fee (“membership commencement date”) and ends on the August 31 subsequent to your membership commencement date. Unless terminated as provided for in this Agreement, your membership will automatically renew thereafter for successive September 1 – August 31 membership years. You must be an Active, Associate, or Affiliate Member of TASB on your membership commencement date and/or renewal date if eligible.

Annual Membership Fee: For new members, TASB will invoice you for this year’s membership fee, prorated according to your membership commencement date, upon receipt of your executed membership application. For renewing members, TASB will invoice you before the end of the then current membership year for next year’s membership fee. You agree to pay your Facility Services annual Environmental membership fee in the amount and no later than the due date specified in the invoice, and agree that TASB may deny Services until your invoice is paid in full.

Termination by You: You may terminate your Facility Services Environmental 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 fee if you terminate. Additionally, termination of this Agreement will not terminate any contractual obligation to Facility Services under any separate agreement for “fee for services.”

Termination by TASB: If you cease to be an Active, Associate, or Affiliate Member of TASB (if eligible), your Facility Services Environmental membership will automatically terminate at the same time as your TASB membership. TASB may suspend or terminate your Facility Services Environmental membership if you do not fully and timely pay your Facility Services annual Environmental membership fee as allowed by law, or if you fail to timely pay any undisputed amounts due for additional “fee for services.” If your membership is suspended or terminated under this section, you are not entitled to a prorated refund of any annual membership fees you have paid under this Agreement.

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.

Limitation of Liability: TASB’s maximum liability under this Agreement is limited to the membership fee amount paid by you for the current membership year.

Amendment: This Agreement may be amended by TASB by providing you at least 30 days’ prior written notice. Your payment of the annual Environmental membership fee and/or continued use of the Services as a Facility Services Environmental 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 another, and nothing in this Agreement constitutes a partnership, agency or joint venture between you and TASB.

EXHIBIT A: Environmental Membership Benefits

The following services are included with a TASB Facility Services Environmental membership and provided at no additional cost:

Free Training Seminars

- Environmental Members receive free, unlimited access to designated scheduled training classes throughout the year
- Many training opportunities held throughout the state
- Training varies by topic and location each year and is outlined in the current year Training Schedule¹

Environmental Compliance Services

- **Asbestos**
 - Access to Licensed Asbestos Management Planner Agency (TDSHS²)
 - Access to Licensed Asbestos Inspector/Management Planners (TDSHS)
 - On-line access to Asbestos Management Plan information and reports
 - Audit and revision of existing asbestos management plan (subject to initial, one-time upload fee³)
 - Management plan updates
 - Six-month surveillance forms and reports (e-mailed each December and June)
 - Annual reminders
 - Periodic courtesy notices regarding regulation changes
 - Provide general assistance to district personnel with TDSHS random audits and inspections
 - Free access to Two-Hour Asbestos Awareness presentation
- **Integrated Pest Management**
 - Assistance with Integrated Pest Management (IPM) Plan and Procedures
 - Periodic plan updates
 - Periodic courtesy notices regarding regulation changes
 - Monitoring of quarterly IPM Advisory Committee meetings and updates, if applicable
- **Indoor Air Quality**
 - Access to Licensed Mold Assessment Company (TDLR⁴)
 - Access to Licensed Mold Assessment Consultants (TDLR)
 - Periodic courtesy notices regarding regulation changes
- **Lead**
 - Access to Licensed Lead Firm (TDSHS)
 - Access to Licensed Lead Assessment Consultants (TDSHS)
 - Periodic courtesy notices regarding regulation changes

¹ Schedule subject to change. Visit facility.tasb.org for the latest schedule.

² Licensing agency—Texas Department of State Health Services (TDSHS)

³ A new Environmental member will be charged an initial, one-time charge in the amount of 50% of the full annual Environmental membership fee in connection with uploading all member's data for purposes of providing audit and revision of asbestos management plan services.

⁴ Licensing agency—Texas Department of Licensing and Regulation (TDLR)

Environmental Compliance Assistance

TASB Facility Services staff are available to assist Environmental members with general information on compliance with various relevant federal and state regulations and standards. The TASB Facility Services Environmental membership program offers guidance on achieving and maintaining compliance with asbestos management plans, hazard communication standards, lead, indoor air quality, and integrated pest management regulations.

The following environmental services are available to TASB Facility Services Environmental members under separate agreement and for additional fees at a discount from the non-member price.

On-site environmental consulting and training related to:

- Asbestos inspection and sampling services
- Integrated pest management documentation audit and building inspection services
- Indoor air quality assessment and investigation services
- Lead assessment and sampling services
- Onsite training presentations at your district:
 - Asbestos awareness training
 - Bloodborne pathogens training
 - Hazardous communication awareness training