

COMPANY INFORMATION

Company name:			Federal Tax ID:
Company website:			Type of business:
Mailing address:			Phone:
City:	State:	Zip code:	County:
Billing address:			
City:	State:	Zip code:	County:
*Location(s) address: If different from mailing address			<input type="checkbox"/> *Are there additional locations where service is needed?
City:	State:	Zip code:	County:
Number of employees:		Monthly Membership Fee: \$	
Unionized? <input type="checkbox"/> Yes <input type="checkbox"/> No		Union name:	Local number:
Do you, your suppliers, or your customers do business with the federal government? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Why you have elected to join Vigilant: <input type="checkbox"/> Vigilant services <input type="checkbox"/> Employee benefits <input type="checkbox"/> Workers' comp plan			

Please do not include payment with agreement

CONTACT INFORMATION

Please provide the requested information for people in your company who will serve as Vigilant contacts. Include any individuals whom you wish to receive Vigilant email and access to the member website.

Vigilant emails **Website access**
- Newsletter - Legal guides
- Alerts - Model policies
- Other - Model forms

Voting Executive: (person to vote on assoc. issues)	Title:	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Email address:	Phone:		
HR:	Title:	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Email:	Phone:		
Billing:	Title:	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Email:	Phone:		
Contact: <input type="checkbox"/> Safety <input type="checkbox"/> Workers' comp <input type="checkbox"/> Wage survey <input type="checkbox"/> Other			
Name:	Title:	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Email:	Phone:		
Contact: <input type="checkbox"/> Safety <input type="checkbox"/> Workers' comp <input type="checkbox"/> Wage survey <input type="checkbox"/> Other			
Name:	Title:	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Email:	Phone:		
Contact: <input type="checkbox"/> Safety <input type="checkbox"/> Workers' comp <input type="checkbox"/> Wage survey <input type="checkbox"/> Other			
Name:	Title:	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Email:	Phone:		

MEMBERSHIP AGREEMENT PAGE 2

- 1. Membership Benefits:** Vigilant’s mission is to help manufacturing employers promote safe, fulfilling, legally compliant, and productive work environments. Membership benefits include access to employment attorneys through the Vigilant Law Group; dedicated safety professionals; our member website with hundreds of legal guides, model forms, and model policies; semi-monthly newsletter with legal, HR, and safety updates; and additional services as explained on Vigilant’s website (www.vigilant.org).
- 2. Initial membership commitment:** Beginning on the effective date below, the Company agrees to remain a member of Vigilant and to pay applicable membership dues for at least twelve (12) months. If the Company elects to terminate membership before paying 12 months of dues, the unpaid balance will be immediately due and payable. If Vigilant initiates a termination of membership within the initial 12-month commitment, the Company will not be obligated to pay the remaining balance of membership dues.
- 3. Length of membership after initial 12 months:** After the initial 12-month commitment, Vigilant membership is a month-to-month commitment. The Company may terminate membership at any time, subject to the terms listed in this agreement.
- 4. Termination of membership:** If the Company wishes to terminate membership, it must provide written notice to Vigilant’s accounting department (billing@vigilant.org). Membership terminations are effective on the last day of the month in which notice is given; outstanding dues owed prior to the effective date of the termination remain due and payable. Vigilant reserves the right to terminate membership at any time, for any reason.
- 5. Membership dues:** Membership dues are based on the headcount of Company’s employees within Vigilant’s territory: Washington, Oregon, California, Idaho, and Montana. Members will receive a request from Vigilant once per quarter to report the total headcount in these states. Dues are not charged for employees outside of Vigilant’s territory, and, as such, membership does not include services for employees outside of Vigilant’s territory, unless a specific exception has been granted in writing. Membership dues are calculated based on the information provided by the Company, are invoiced monthly, and are due immediately upon receipt. In order for the Company to remain a member of Vigilant in good standing, the accurate reporting of headcount and timely payment of membership dues is required.
- 6. Identifying the member:** Only the entity or entities named in this application are included within the Company’s membership. To the extent that the Company has a subsidiary company, parent company, or other related entity that is not listed on the Vigilant membership application, such company is not covered by Vigilant membership. If the Company would like to add a related entity to its Vigilant membership, the Company should contact Vigilant’s VP of Member Services, Diane Buisman, to discuss options (diane@vigilant.org).
- 7. Bylaws:** While a member of Vigilant, the Company agrees to the provisions of Vigilant’s Bylaws, as amended, a copy of which is available at any time upon request.

By my signature, I hereby accept the terms of this Vigilant Membership Agreement on behalf of _____ (“the Company”).

Effective on the first day of _____, 20____.

Signature:

Date:

Printed name:

Title:

ADMINISTRATIVE

For Vigilant use only: Please leave this area blank

Referred by:

Account Executive:

Eligible: Y N WWC: Y N

Vigilant Law Group Engagement Letter

Vigilant (a 501(c)(6) nonprofit trade association), has an agreement with Vigilant LG P.C. (doing business as “Vigilant Law Group”), whereby Vigilant Law Group agrees to make its attorneys accessible to provide certain legal services to Vigilant members. Vigilant pays a service fee to Vigilant Law Group to provide these legal services to Vigilant members. Vigilant Law Group is a separate professional corporation (a law firm) that is owned by an attorney-shareholder. Vigilant Law Group employs attorneys who are licensed to practice law in Washington, Oregon, California, Idaho, and/or Montana. The purpose of this letter is to outline the services that are available to your organization (“the Company”) as a Vigilant member, through Vigilant Law Group, and the terms of engaging with our attorneys.

- 1. Ability to Access Vigilant Law Group Attorneys.** In order to access attorneys with Vigilant Law Group, the Company must be a member in good standing with Vigilant. So long as the Company is a member in good standing and current on its monthly membership dues to Vigilant, the Company may access certain described services from Vigilant Law Group attorneys. Vigilant Law Group, at its sole discretion, may decline to provide services for any reason, including if you fail to pay membership dues or otherwise fail to comply with Vigilant’s Bylaws.

- 2. Relationship with Vigilant Law Group Attorneys.** The Company, not any individual employee, manager, officer, director, or owner, is the client of Vigilant Law Group. If the Company seeks legal advice from a Vigilant Law Group attorney, Vigilant Law Group intends that all conversations, correspondence, analyses, etc., between the attorney and the Company are confidential and protected from disclosure under the attorney-client privilege. In order for the Company to preserve that privilege, it is important for the Company to keep this information confidential and not disclose it to third parties. Confidential information shared by the Company with attorneys at Vigilant Law Group will not be shared with Vigilant unless: (1) such disclosure is impliedly authorized and necessary to provide legal services to the Company; or (2) the Company provides consent for such disclosure to be made.

- 3. Scope of Services.** As a member of Vigilant, the Company has access to a suite of benefits, one of which is the ability to access Vigilant Law Group attorneys. Vigilant Law Group’s services are intended to focus on compliance with labor and employment law; our attorneys provide legal advice and opinions, but cannot guarantee an outcome in a particular situation. The services that are available to the Company through Vigilant membership include:
 - a. Employment law advice and counsel on topics such as: family and medical leave; disability accommodation; paid sick leave; employee classifications; wage and hour; harassment and discrimination; hiring, discipline, termination, and resignation; layoffs and downsizing; I-9 compliance; drug and alcohol issues; and severance agreements;
 - b. Developing and updating employee handbooks and policies;
 - c. Conducting risk assessments of employment law compliance;
 - d. Assistance responding to internal employee complaints, including workplace investigations;

- e. Assistance responding to state or federal agency complaints regarding employment discrimination, retaliation, or wage and hour compliance (minimum wage, overtime, breaks, meal periods, etc.); and
- f. Advice and counsel on practical human resource issues, including employee relations, performance expectations, and effective documentation.

4. Limitation of Services. Vigilant Law Group attorneys reserve the right to limit the services provided to any one Vigilant member at any time if: (1) the service being requested is outside the attorney's area of expertise; (2) the attorney does not have the time or resources to commit to the service being requested; (3) the service requested is outside of the Scope of Services described in Paragraph 3; (4) the service would cause a conflict of interest with potential, current, past, or future clients; (5) representation of the Company would result in possible violation of applicable attorney ethics rules; or (6) the attorney feels that they cannot effectively represent the Company in the matter. The following is a non-exhaustive list of services that are not within the scope of services that Vigilant Law Group attorneys provide to the Company through Vigilant membership:

- a. Litigation services;
- b. Representation at unemployment hearings;
- c. Representation in workers' compensation claims;
- d. Assistance responding to subpoenas or other litigation requests;
- e. Tax advice or counsel;
- f. Immigration advice or assistance obtaining work permits/visas;
- g. Advice relating to the federal Employment Retirement Income Security Act (ERISA), Affordable Care Act (ACA), or other federal or state retirement/benefit issues;
- h. Providing legal advice during mergers or acquisitions;
- i. Drafting independent contractor agreements or individual employment contracts;
- j. Reviewing or drafting of business-to-business agreements (e.g. contract with recruiting or temporary staffing firm);
- k. Human resource outsourcing (e.g. recruiting, interviewing job applicants, attending disciplinary meetings, drafting job descriptions, completing HR paperwork, etc.);
- l. Legal advice in states where Vigilant Law Group does not have a licensed attorney.

5. Additional Services. Vigilant Law Group attorneys may provide additional services, as requested by the Company, which will be billed directly to the Company and provided pursuant to a separate fee agreement. Such additional services may include: (1) labor services, such as collective bargaining, grievance representation, or other representation of the Company in union-related matters; (2) legal or HR training; (3) legal advice in support of Vigilant's affirmative action services; or (4) additional services for which the attorney bills either an hourly or flat rate fee.

6. Legal Fees. In the event that a Vigilant Law Group attorney provides additional services as described in Paragraph 5 above, the attorney will communicate the billing rate and/or total project fee to the Company in advance of providing such additional service.

- 7. Company Responsibilities.** The Company understands that in order for Vigilant Law Group to provide effective legal counsel, the Company and its representatives must do the following: (1) candidly and cooperatively engage with Vigilant Law Group attorneys to provide complete and accurate factual information, documents, and other communications relevant to the representation sought from Vigilant Law Group; (2) provide reasonable time for Vigilant Law Group attorneys to complete the work requested by the Company; (3) update Vigilant and/or Vigilant Law Group with any changes in ownership or HR personnel, contact information, addresses, phone numbers, email addresses, business locations, and corporate entities (mergers, acquisitions, sales, substantive restructures, etc.); and (4) pay Vigilant membership dues and Vigilant Law Group fees within the time frame required by invoices submitted to Company.
- 8. Termination of Services.** If the Company's membership with Vigilant is terminated for any reason, the Company's access to attorneys through Vigilant Law Group is also terminated. Upon termination of the Company's membership with Vigilant, the Vigilant Law Group attorney will withdraw from representation, as allowed by applicable attorney ethics rules, and the Company will need to obtain different legal representation for the services that were previously provided by Vigilant Law Group.
- 9. Disclosure of Potential Conflict of Interest.** The Company understands that Vigilant Law Group is owned and operated by attorneys who are affiliated with Vigilant. In particular, Diane Buisman, the sole shareholder of Vigilant Law Group, is currently the Vice President of Member Services for Vigilant. Moreover, Vigilant Law Group's attorneys are also co-employed by both Vigilant Law Group and Vigilant. Vigilant Law Group attorneys may at times provide non-legal services through Vigilant (as opposed to legal services through Vigilant Law Group); Vigilant Law Group attorneys may also provide legal services directly to Vigilant. Vigilant Law Group believes it is important for you to know about the relationship between Vigilant Law Group and Vigilant. Please note that although Vigilant pays service fees in order to secure access to Vigilant Law Group for its members (including the Company), Vigilant has no influence over the legal work provided by Vigilant Law Group, does not direct Vigilant Law Group's representation of any client, and has no right to any confidential attorney-client communication between Vigilant Law Group and its clients. The disclosures contained in this Paragraph 9 are required by the ethics rules governing attorneys. Those rules also require that we recommend you consult independent legal counsel to understand the disclosures that we have made and the potential for a conflict of interest.

If you agree to the above terms, you can either: (1) email Diane Buisman (DianeB@VigilantLaw.com) to confirm receipt; or (2) sign a copy and return it to Diane Buisman.

Company Name

Company Representative, Name and Title
(Printed)

Company Representative (Signature)