



**Greater Fort Lauderdale Pride, Inc.
Board Member / Director Agreement for 2016 / 2017**

For good consideration, Greater Fort Lauderdale Pride, Inc (GFLP) enters into an agreement with the Board Member/Director on the following terms and conditions.

By-laws

The Board Member/Director acknowledges that he/she has received and reviewed a copy of the by-laws of GFLP and agrees to abide by them. The Board Member/Director also understands that any violation of the by-laws may result removal from the board of directors and may also result in civil and/or criminal prosecution.

Duties

The Board Member/Director agrees to perform his/her duties as outlined in the current and future GFLP by-laws and SOP. The Board Member/Director understands that he/she may be removed from service as a result of failure to perform these duties as required.

Term of Service

The term of service is subject to the provisions set forth in the GFLP SOP & by-laws.

Compensation

The Board Member/Director understands that GFLP is a non-profit organization and that his/her position is that of a non-compensated individual and is therefore not entitled to any monetary, trade, barter or any other form of compensation unless approved by a board vote. The Board Member/Director also understands that no worker's compensation or unemployment insurance is offered or implied.

Public Identification

The Board Member/Director acknowledges & authorizes that his/her legal name, electronically recorded voice or image, photographs or likeness may be used & become part of public record. This includes, but is not limited to all forms of media, regulatory forms & documents, legal notices, statements, letterhead, advertisements & all other situations also required to conduct of business.

Confidentiality of Proprietary Information

The Board Member/Director agrees, during or after term of service, not to reveal GFLP information, in any form/format to any person corporation, media or entity. Should the Board Member/Director reveal or threaten to reveal this information without executive board approval, GFLP shall be entitled to an injunction restraining Board Member/Director from disclosing same or from rendering services to any entity that said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive & GFLP may pursue any legal remedies it has against the Board Member/Director for a breach or threatened breach of this condition, including the recovery of damages & legal costs from the Board Member/Director. If a conflict occurs, executive board will be consulted for a resolution via GFLP - SOP - 3 **Order of Business for Disciplinary Session.**

Reimbursement of Expenses

The Board Member/Director may only incur reasonable expenses for furthering GFLP business with the express documented consent of GFLP.

Termination:

The Board Member/Director acknowledges that his/her service to GFLP may be terminated according to the GFLP SOP & By-Laws.

Assistance in Litigation

The Board Member/Director shall, upon reasonable notice, furnish such information and proper assistance to GFLP as it may reasonably require in connection with any litigation in which it is, or may become, a party to either during or after his/her term of service.

Effect or Prior Agreements

This Agreement supersedes any prior agreement between GFLP or any predecessor of GFLP and the Board Member/Director.

Negativity that harms the organization

Board Member/Director agrees to not engage in any negativity, non-constructive comments, verbal or written. Only the board president may speak on behalf of the organization or to any media outlet including all social media unless a surrogate has been designated by the president. Any Board Member/Director that violates this may face disciplinary actions up to termination from the Board. If a conflict occurs, the executive board will be consulted for a resolution via GFLP - SOP - 3

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Limited Effect of Waiver by GFLP

Should GFLP waive breach of any provision of this agreement, that waiver will not operate or be construed as a waiver of further breach by the Board Member/Director.

Severability

If for any reason, any provision of this agreement is held invalid; all other provisions of this agreement shall remain in effect.

Assumption of Agreement by GFLP Successors and Assignees

GFLP rights and obligations under this agreement will inure to the benefit and be binding upon GFLP successors and assignees.

Oral Modifications Not Binding

This instrument is the entire agreement of GFLP & the Board Members. Oral changes shall have no effect. It may be altered only by a written agreement signed by the party whom enforcement of any waiver, change, modification extension, or discharge is sought.

Accepted this _____ day of _____, _____

Board Member/Director Signature

Board Member/Director Printed Name