



CALIFORNIA
HISPANIC
CHAMBERS OF COMMERCE

*Advocacy, Empowerment & Education for
California's Hispanic Businesses*

2020 MEMBERSHIP APPLICATION

WWW.CAHCC.COM



ABOUT

The California Hispanic Chambers of Commerce (CHCC) is the premier and largest regional ethnic business organization in the nation that promotes the economic growth and development of Hispanic entrepreneurs and California's Emerging Businesses.

Through its network of Hispanic chambers and business associations, the CHCC represents the business interests of over 800,000 Hispanic owned businesses throughout the State of California. The CHCC has provided beneficial and measurable benefits to local Hispanic chambers, business organizations and corporations in the areas of advocacy, business advancement, and education.

The CHCC membership is formed by more than 85 regional Hispanic Chambers, affiliate business organizations, and corporations that represent the interest of Hispanic, minority, and women owned businesses throughout the State of California.

MEMBERSHIP VALUE

- Special benefits for chambers/organizations and their memberships through affinity programs, discounts, and promotions,
- Discounted/free registration to statewide CHCC Events (Economic Summit, Annual Legislative Conference, and Annual Convention), regional events, and discounted rates on events' accommodations,
- Strategic marketing opportunities through CHCC's website, social media platforms, communications, and partnerships,
- Valuable opportunities to build relationships with chamber executives, elected officials, business executives, and Latino leaders through regional meetings, CHCC committees, and statewide events,
- The vehicle for chambers and organizations executives to engage and train in developing and supporting best practices in serving small businesses,
- An extensive and premier portfolio of resources, data, and studies in the areas of Business and Chamber Advancement, Procurement, International Trade, and Latina Business Development.
- Access to the CHCC Business Institute's programs: Creating A Path to Success (CAPS), Business Leadership Institute (BLI), and Procurement Institute (PI).
- Potential for the California Hispanic Chambers of Commerce Foundation to act as fiscal agent to administer grants and donations on behalf of your chamber/organization. **Administrative fee applies,*
- An advocacy platform that informs and educates elected and appointed officials, legislative bodies, agencies, public and private organizations about the concerns, needs, and opportunities affecting the Hispanic and minority business communities in California, and
- A medium to promote Hispanic leaders to high elected and appointed government positions through the CAHCC PAC.



MEMBERSHIP APPLICATION CHECKLIST

All Chambers and/or business associations must meet all requirements established by the Board of Directors for “Certified or Affiliate Membership” with the California Hispanic Chambers of Commerce.

The following documents, standards and fees have been established by the CHCC Board of Directors:

- Membership Application (Completed and Signed)
 - Membership Payment Form (Completed and Signed)
 - Membership Criteria Acknowledgement (Completed and Signed)
 - CHCC Alternative Dispute Resolution Process (Completed and Signed)
 - CHCC Logo Agreement
 - Roster of CURRENT Board of Directors-Including Phone and Email (Electronic Format – Excel, CSV) ***
 - Roster of Paid Professional Staff-Including Phone and Email (Electronic Format – Excel, CSV)***
 - Certified copy of Articles of Incorporation**
 - Chamber/Organization Bylaws**
 - Letter of Recommendation*****
 - Chamber/Voting: Regional Chair
 - Affiliate/Non-Voting: Any CHCC Board of Director
- Contact CHCC Staff to complete this requirement.

**Need to submit if you are a new member or requested by CHCC Staff.

***The CHCC does not share nor sell this information to third-parties.

****Not needed if your chamber/organization is renewing its membership

To qualify as a “CERTIFIED CHAMBER MEMBER” or “AFFILIATE” in good standing, all of the above items (unless otherwise noted) must be submitted by **FRIDAY, JUNE 26th 2020 to:**

By mail:

California Hispanic Chambers of Commerce
ATT: CHCC Membership Services
1510 J Street, Suite 110
Sacramento, CA 95814

Or via email:

alex@cahcc.com

If you have any questions, please contact CHCC Membership Services at (916) 444-2221 or via email at alex@cahcc.com



MEMBERSHIP APPLICATION

Chamber/Association Name **Year Established**

Address **City** **State** **Zip**

Phone **Fax** **Email** **Website**

Service Delivery Area(s)

Number of Members **Number of Paid Staff** **Gross Annual Budget**

Does Chamber/Assoc. Maintain an Office? YES NO If yes, list business hours: _____
Are you a member of the USHCC? YES NO
Does Chamber/Assoc. have a foundation YES NO
Do you have a Political Action Committee? YES NO

Board of Directors transition month: _____; every _____ year(s)/

Date of Annual Dinner / Gala: _____

Chief Staff Executive Information

Executive Name **Executive Title**

Address **City** **State** **Zip**

Phone **Mobile Phone** **Fax** **Email**

Is your executive employed full-time? YES NO



Chief Elected Officer (Volunteer) (Chairman or President of your Board of Directors)

Chief Elected Officer Name

Chief Elected Title

Personal Business Name

Address

City

State

Zip

Phone

Mobile Phone

Fax

Email



MEMBERSHIP PAYMENT FORM

Membership Categories (Please Indicate Membership)

- Certified Member Status (Entitled to all CHCC Benefits & Voting Member Status) **\$100.00 Dues**
- Affiliate Membership (Non-Voting Membership Status, but Entitled to all CHCC Benefits) **\$100.00 Dues**

Membership Dues Payment

Check Enclosed

Authorized Signer

Check Number

Address

City

State

Zip code

Phone Number

Email

Credit Card Information

Card Number:

Expiration Date:

CVV2/CID:

Name on Card:

Zip/Postal Code

Amount: \$100.00

Email:



MEMBERSHIP CRITERIA ACKNOWLEDGEMENT

The CHCC offers the following two types of memberships:

Chamber/Voting: Any business organization or other entity organized as a Hispanic chamber of commerce within the State of California, and which

- (1) has at least twenty-five (25) active members in good standing of such business organization,
- (2) is registered and in active status with the California Secretary of State and in compliance with all local, state and federal laws that govern a chamber of commerce, corporation, partnership or other business entity,
- (3) meets and maintains the voting membership qualification criteria as established from time to time by the CHCC board of directors, and
- (4) has among its primary goals and purposes the promotion of the goals and purposes of the CHCC as set forth in Article I, section 4.1, shall be eligible for a voting membership.

Affiliate/Non-Voting: Any non-profit entity established as a City chamber of commerce within the State of California; Any Ethnic business organization or Non-Hispanic Chamber of Commerce established in the State of California; Any Professional business organization with the primary purpose of advancing the shared goals of the CHCC; And, must have at least twenty-five (25) active members in good standing.

In order to qualify for either “Certified” (Voting) or “Affiliate” (Non-Voting) membership, a prospective member must align with the CHCC goals and purpose.

The goals and purpose of the CHCC are:

- a) To promote, support and encourage the advancement and development of Hispanic and minority owned businesses;
- b) To provide an organizational forum for the exchange of ideas, information, technical assistance, procurement opportunities, and any other form of business opportunities that enhance the Hispanic and minority business communities;
- c) To develop a program of advocacy in order to inform and educate elected and appointed officials, legislative bodies, agencies and public and private organizations about the concerns, needs, and opportunities which affect the Hispanic and minority business communities in the State of California;
- d) To foster unity and communication between organizations, corporations, and individuals who support the goals and objectives of the CHCC.

I understand that once approved for membership, failure to satisfy any of the above criteria can result in the termination of my CHCC Membership, as described in the procedure set out in the CHCC Bylaws.

Chamber

Authorized Representative (Print)

Title

Signature

Date



ALTERNATIVE DISPUTE RESOLUTION PROCESS

It is the policy of the California Hispanic Chambers of Commerce (CHCC) that each of its qualified members should informally attempt to resolve any complaint disagreement or dispute with another member at the earliest possible opportunity. Members are encouraged to address any matters of concern with another member by first engaging in informal discussions directly with that member. Should such informal discussions be unsuccessful, members agree to attempt to resolve their disputes by contacting the CHCC and participating in good faith in the CHCC Alternative Dispute Resolution Process (ADR Procedures) described below.

I. Definitions

The Following terms used herein shall have the meanings set forth below:

- (a) **“Appeal”** – A written request for a review by the BOD, filed only after the parties have been unsuccessful at resolving their dispute via the formal negotiation process.
- (b) **“BOD”** - The Board of Directors of the CHCC
- (c) **“Complainant”** – A member who submits a dispute in accordance with this procedure.
- (d) **“Day”** – A calendar day
- (e) **“Dispute”** – Any unresolved complaint or disagreement between two or more members.
- (f) **“Dispute Resolution Committee”** – An ad hoc committee created by the BOD to review an appeal brought before the BOD.
- (g) **“Interested Participant”** – Any member of the BOD who (1) is directly or indirectly involved in the Dispute, including as a participant in any informal discussions or the formal negotiation process described in Section II below; or (2) is an officer, director, employee, or independent contractor of any party, except that membership in the BOD, by itself, does not make a member an Interested Participant.
- (h) **“Mediation”** – A voluntary, confidential process whereby a trained, impartial third – party assists parties in finding a mutually-acceptable solution to a dispute or disagreement.
- (i) **“Member”** – An individual, chamber of commerce, corporation, partnership, or business entity that has been approved by the BOD for membership in the CHCC. This definition includes both non-voting and voting members.
- (j) **“Notice of Dispute”** – As defined in section II (a).
- (k) **“Parties”** – The Complainant and Respondent.
- (l) **“Respondent”** – The Party against whom the Complainant has a Dispute.

II. Formal Negotiation Process.

- (a) If a dispute cannot be resolved via informal discussions between the parties, the complainant shall deliver a written Notice of Dispute to the Respondent, with a copy to



the CHCC, identifying the Dispute and requesting that the respondent engage in a formal negotiation process. The Notice of Dispute shall clearly and concisely provide the following information:

- (i) A detailed description of the dispute, including all names, dates, places, and times necessary to understand the dispute;
 - (ii) Copies of any relevant and supporting documents, and
 - (iii) The remedy sought.
- (b) The Respondent shall have fifteen (15) days from the receipt of the Notice of Dispute to deliver a written response to the Complainant with a copy to the CHCC. During this time, the Respondent may seek clarification from the complaint of any information provided in the Notice of Dispute.
- (c) The Parties shall have fifteen (15) days after such written response was provided or was due to meet and negotiate diligently and in good faith toward a solution satisfactory to all parties. At the end of the fifteenth day, if the parties are unable to resolve the dispute, the complainant may bring the dispute to the BOD by filing an Appeal. The Parties may mutually agree to extend the negotiation period beyond the 15-day period.

III. Board of Director's (BOD) Review.

- (a) If the Dispute is not satisfactorily resolved during the Formal Negotiation Process, it may be appealed to the BOD. The Complainant shall have fifteen (15) days from the end of the fifteen day period under section II(c) above or any extension thereof to file an Appeal with the BOD. The Complainant shall include a copy of the Notice of Dispute and may submit any other information or documents relevant to the dispute. The Complainant shall send the Respondent a copy of the Appeal and any supporting documents.
- (b) The Respondent shall have fifteen (15) days from the receipt of the Appeal to submit a written statement in reply to the Appeal and in support of its position. The Respondent may submit any other information or records relevant to the Dispute. The Respondent shall send the Complainant a copy of its response and any supporting documents.
- (c) The BOD may review the Dispute itself, or, in its sole discretion, may create a Dispute Resolution Committee to review the Dispute. Within fifteen (15) Days from the receipt of the Complainant's Appeal, the BOD may appoint no less than three (3) uninterested members of the BOD or members of the CHCC senior staff to serve as members of the Dispute Resolution Committee. A member of the BOD shall be disqualified from serving on the Dispute Resolution Committee if such member is an Interested Participant as defined herein.
- (d) Within forty-five (45) days from the receipt of the respondent's response to the Complainant's Appeal, the BOD or the Dispute Resolution Committee may hold a meet-and-confer-meeting ("Meeting") to give the parties a reasonable opportunity to present information and evidence relevant to the Dispute.
- (e) In the alternative, the BOD or the Dispute Resolution Committee may determine



that the Dispute is more appropriately suited to Mediation, and may, instead of holding a meeting, direct that the Parties participate in the Mediation process more fully described below.

- (f) In the event that a meeting is held, the Parties have the right, but not the obligation, to representation by an attorney or any other person of their choice. The meeting is designed to be informal and to secure the position of the Parties to the Dispute and will not be conducted in accordance with the rules of law relating to the examination of the witnesses or presentation of evidence.
- (g) The BOD shall render a final written decision to the parties within sixty (60) days from the receipt of the Respondent's response or from the date of the decision of the BOD, whichever is later. If a Dispute Resolution Committee is created by the BOD, the Dispute Resolution Committee shall make a written report of its findings and recommendation and submit it to the BOD.
- (h) The decision of the BOD is final and shall not be subject to further review.

IV. Mediation.

- (a) If the BOD or the Dispute Resolution Committee determines that it is more appropriate for the Parties to resolve their Dispute using Mediation, the BOD or the Dispute Resolution Committee shall direct the Parties to contact the American Arbitration Association ("AAA") and obtain a current list of AAA – approved mediators.
- (b) The Parties shall each review this list and within fifteen (15) days, shall mutually decide upon a mediator to conduct the Mediation proceedings.
- (c) If the Parties cannot agree upon the selection of the mediator, the Sacramento Office of the AAA will appoint the mediator.
- (d) In consultation with the selected mediator, the Parties shall promptly designate a mutually convenient time and place for the Mediation. Unless the mediator grants a continuance, such time is to be no later than fifteen (15) days after the selection of the mediator.
- (e) The mediator may request that the Parties submit written statements prior to the Mediation on terms and conditions to be decided by the mediator.
- (f) Throughout the mediation process, each party may be represented by legal counsel.
- (g) At least one individual with authority to settle the dispute on each Party's behalf shall attend the mediation.
- (h) In addition, each Party may, after at least five (5) days notice to the other Party and with the permission of the mediator obtained at least five (5) days prior to the Mediation, bring such additional persons as needed to respond to questions, contribute information, and participate in the negotiations.
- (i) The format for the Mediation shall be designed to assure that both the mediator



and the parties have an opportunity to hear an oral presentation of each party's views on the matter in dispute and to facilitate resolution of the dispute.

- (j) Neither the Parties, nor their respective legal counsel, nor the mediator shall disclose information regarding the Mediation process, or statements made during the process, unless all parties agree.
- (k) The process shall be treated as both a compromise negotiation for purposes of federal and state rules of evidence, discovery, and liability.
- (l) All participants commit to participate in the Mediation proceeding in good faith and with the intention of resolving the dispute.
- (m) The fees and expenses of the mediator shall be shared equally by the parties.
- (n) The mediator shall be disqualified as a witness, consultant, expert or counsel for any Party with respect to the Dispute or any matters arising from the Dispute
- (o) Any settlement reached during the Mediation shall be reduced to writing and signed by the Parties.
- (p) The Mediation proceedings shall be completed within sixty (60) days after selection of the mediator, unless extended by the parties. If the Parties have not resolved all issues by said date or any extension thereto, any Party may pursue other remedies as to any open and unresolved issues, including non-binding arbitration.

V. General Provisions Pertaining to the Alternative Dispute Resolution Process.

- (a) All Notices of Dispute, statements, documents, information, and other written materials pertaining to any aspect of the Alternative Dispute Resolution Process described above may be delivered to the appropriate Parties by U.S. Mail, overnight courier, fax, hand delivery, or e-mail.
- (b) All Parties participating in the Alternative Dispute Resolution Process shall bear their own costs, including mediators, and attorneys' fees.

Chamber

Authorized Representative (Print)

Title

Signature

Date



LOGO LICENSE AGREEMENT

Name: _____

Name of Chamber of Commerce: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

E-Mail: _____ **Web Site:** _____

Please explain how you wish to use the California Hispanic Chambers of Commerce (“CHCC”) logo. If applicable, please describe the wares and documents on which the mark will be used and attach a proof or illustration. If the logo will be used on a web site, please provide the web site’s address.

One Time Use: _____ **Ongoing Use:** _____

Start Date of Event when the Logo will be used: _____

End Date (must specify for review): _____



By signing this License Agreement and Application for Use (“Agreement”), The undersigned Chamber of Commerce (“User”) understands and agrees to the following:

1. Notwithstanding this Agreement, the CHCC is the owner of the logo and has the sole right to authorize its use.
2. The CHCC shall retain all ownership rights and interests in the logo, including without limitation any registrations and/or applications to register the logo.
3. The User shall use the logo only in the exact form authorized by the CHCC, without any alteration, addition, deletion or other modification in design or color.
4. Except as otherwise agreed by the CHCC for qualified voting members, the logo may not be used to indicate any kind of endorsement by the CHCC, official status with respect to the CHCC, or any kind of relationship with the CHCC aside from membership in the CHCC.
5. The User shall comply with all bylaws and rules and regulations of the CHCC, as well as all applicable laws and governmental regulations.
6. The User shall have obtained all necessary governmental approvals and permits pertaining to the conduct of the User’s business in connection with which the logo is used.
7. The User shall indemnify, defend and hold the CHCC harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys’ fees) arising out of or relating to any claims or suits which may be brought or made against the CHCC by reason of the User’s use of the logo.
8. The CHCC shall have the right to terminate this Agreement without cause or penalty upon notice to User. The User’s right to use the logo shall automatically terminate once it has been provided notice of termination by the CHCC.
9. Upon termination of the User’s right to use the logo for any reason, the User shall immediately discontinue all use of the logo. The CHCC may demand that the User recall and destroy goods and documents bearing the logo. The CHCC reserves the right to inform its members and the public that the User is no longer entitled to use the logo.
10. The CHCC shall be entitled to collect from the User the costs and expenses (including without limitation attorneys’ fees) of enforcing this Agreement against the User.
11. In the event of any violation of this Agreement, the CHCC shall, in addition to all other available legal and equitable rights and remedies, have the right to seek an injunction against the User. When seeking such injunction, the CHCC shall not be required to post a bond or other security.

Name: _____

Chamber: _____

Signature: _____

Date: _____

CHCC Use Only

Approved By: _____

Date of Approval: _____