

MARYLAND MOTOR TRUCK ASSOCIATION
MARYLAND MOVERS COUNCIL
REGISTERED MOVER PROGRAM
3000 Washington Boulevard, Baltimore, MD 21230

APPLICATION FOR MEMBERSHIP
AND AGREEMENT TO TERMS OF MEMBERSHIP

Any corporation, firm or individual, who is a member in good standing of the Maryland Motor Truck Association Maryland Movers Council, and is engaged in the business of storing, moving, packing, shipping, or related services, of household goods is eligible for consideration for membership in the Registered Mover Program. The undersigned is a member in good standing of the Maryland Movers Council and desires to make application for membership in the Registered Mover Program.

This form is intended to be used as a simple disclosure document to be reviewed by the Registered Mover Program Committee (the "Committee") as delineated in § 3(A) of the Registered Mover Program Statement of Policy. Responses shall not be misleading and shall be clear, concise, accurate, and complete. Technical language, terms of art, industry jargon, and legal "boilerplate" language should be avoided. Responses to the questions herein should result in disclosure of material facts concerning the Applicant. ANY ADDITIONAL DISCLOSURES THAT YOU, AS THE APPLICANT, BELIEVE ARE NECESSARY OR APPROPRIATE FOR THIS PURPOSE SHOULD BE SET FORTH ON SEPARATE SHEETS AND ATTACHED.

The disclosure requirements of this form are continuing in nature for the duration of the applicant's membership in the Registered Mover Program, and any material change in any of the information provided in this form must be communicated to the Committee promptly. The Registered Mover Program, through the Committee, reserves the right to take any action deemed necessary in the event of a change in any material fact or circumstances affecting the Applicant's membership.

1. Entity is (mark X): Corporation _____ Partnership _____ Individual _____
2. Full name or names of owner, owners, or managers, and if incorporated, names of officers and board of directors: _____

3. Full name or names of previously owned business entity or entities within the last five years engaged in the business of storing, moving, packing, shipping, or related services of household goods, or supplier of goods of services: _____

 - a) Full name or names of owner, owners or managers, and if incorporated, names of officer and board of directors for previously owned business entity or entities. _____

 - b) The applicant hereby acknowledges and affirms that neither the applicant's current business entity, nor any previously owned or managed business entity or entities was operated in an illegal or fraudulent manner. Furthermore, the applicant hereby authorizes the Registered Mover Program, and its agents, to conduct background checks as may be deemed necessary to protect the high ethical standards of the Registered Mover Program.

Applicant Signature

Date

4. Year in which current business entity was established, formed or incorporated: _____
5. Type of business (mark X): Intrastate/Local _____ Interstate _____
6. State number of pieces of equipment: Tractors _____ Trailers _____ Straight Trucks _____
7. Warehouses and offices (list each separately):

Street Address

(Give a description as to square footage, etc.)

8. Furnish copy of Moving Contract, Warehouse Receipt and Storage Order with application.
9. Enter Warehouse License Number and furnish copy (if applicable): _____
10. It is agreed and understood that the Registered Mover Program shall not be responsible for any liability of the Applicant, or any covered employee of the Applicant arising under any workers' compensation or employers' liability law. Applicant shall acquire public liability and property damage insurance fully covering the responsibility imposed upon the Applicant under applicable state and federal regulations. **Applicant shall furnish to the Registered Mover Program all necessary proofs and certifications of insurance** as determined by the Committee prior to approval of application to membership in the Registered Mover Program, and the certifications of insurance shall be updated from policy year to policy year upon request of the Committee. Applicant further agrees to notify the Registered Mover Program within thirty days prior to termination of any required insurance.
11. Indemnification: Whereas in order to induce the Registered Mover Program to continue to offer its membership services to the members of the Registered Mover Program, the Applicant agrees to and shall indemnify the Registered Mover Program to the fullest extent of applicable Maryland and federal law, if the Applicant is or was a party or is threatened to be made a party to any threatened, pending or completed suit, action, claim, proceeding, arbitration or alternative dispute resolution mechanism, investigation, administrative hearing, whether civil, criminal, administrative or investigative proceeding (any such suit, action, proceeding, arbitration or alternative dispute resolution mechanism, investigation, administrative hearing being referred to herein as a "Proceeding") by reason of any action or inaction on the part of the Applicant or an officer, director, employee or agent of the Applicant against expenses (including reasonable attorneys' fees, investigation expenses, expert witnesses and other expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Applicant in connection with the defense and/or settlement of such Proceeding.
12. Costs: The Applicant shall also be solely responsible for paying (i) all reasonable expenses incurred by the Registered Mover Program to enforce this Agreement, including, but not limited to, the costs incurred by the Registered Mover Program to obtain court-ordered indemnification, regardless of the outcome of any such application or proceeding, and (ii) all costs of defending any Proceeding challenging payments to the Registered Mover Program under this Agreement.
13. Notices: All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the party addressed, on the date of such receipt, of (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked. Addresses for notice to either the Applicant or the Registered Mover Program are as shown on the signature page of this Agreement, or as subsequently modified by written notice.
14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to principles of conflict of laws.

15. Consent to Jurisdiction: The Registered Mover Program and the Applicant each hereby irrevocably consent to the jurisdiction of the courts of the State of Maryland for all purposes in connection with any action, suit or proceeding which arises out of or relates to this Agreement.
16. Identical Counterparts: This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforcement is sought needs to be produced to evidence the existence of this Agreement.
17. Modification; Survival: This Agreement may be modified only by an instrument in writing signed by both parties hereto. The provisions of this Agreement shall survive all transfers or sales of ownership by Applicant.

The Applicant hereby agrees that, if accepted into the Maryland Movers Council Registered Mover Program, the Applicant agrees to abide by the principles of the Registered Mover Program Code of Ethics, to be subject to the standards set forth in the Registered Mover Program's "Statement of Policy," and to adhere to the terms and conditions of the instant Agreement.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Address: _____

Telephone: _____

Date: _____