

Become a part of the Largest Bridal Network in Kern County!

Just a few of the many benefits in joining The Kern County Bridal Association.

Discounts on all the following:

- ★ Free Monthly Networking Mixers with other wedding professionals.
- ★ Committees to help grow your business.
- ★ Discounts on other trade shows.
- ★ Discount on Local advertising with Major Media.
- ★ Up to 40% Discount on Printing services of Business Cards, Postcards, ect.
- ★ 3 Bridal Shows every year.
- ★ 1/4 Page Color ad in the Bridal Show Program with paid booth.
- ★ Discount on Advertising in The Wedding Book.
- ★ Your own domain name and hosting (www.yourname .com or link to your web site) (value=189.40) {PLEASE NOTE: WE DO NOT BUILD WEBSITES}.
- ★ E-Mail Leads right to your E-Mail Box.
- ★ Directory listing on KernCountyBridalAssociation.com.
- ★ Your own Page on KernCountyBridalAssociation.com.
- ★ Directory listing with BridalAssociationofAmerica.com (value=219.00).
- ★ Use of the Office for meeting with clients.
- ★ Your information given to all brides who call the association looking for information (business cards, flyers, tri-folds, anything you give us).
- ★ Listing on our partner websites MyFairWedding.com, BakersfieldQuinceanera.com, RainbowWeddingsBakersfield.com, BakersfieldParty.com
- ★ Use of the Kern County Bridal Association logo in literature and advertising, and a Membership Certificate.

Code of Ethics:

As members of the Kern County Bridal Association, you shall:

- ☺ Exhibit professional and ethical behavior.
- ☺ Communicate to your customers regarding prices, what service and/or product they will receive.
- ☺ Communicate what is in their contract.
- ☺ Observe all laws and obtain any license(s) required by law for your type of business.
- ☺ Honor all agreements made with customers and service providers.
- ☺ Attend at least 75% of the mixers hosted by the association.

To join please Call Kyle @ 661-633-9200

Membership is \$480.00 a year or \$40.00 a month with a 1 year commitment.

(\$60 discount for full year payment or \$5.00 discount if paying monthly on auto-pay)

All Membership fees must be paid in full at time of enrollment! **ALL MEMBERSHIPS ARE FOR A MINIMUM OF 1 YEAR.**



Kern County Bridal Association

Membership Application 2016

1901 Chester Ave., Suite 201 Bakersfield, Ca 93301
1-800-200-9935 or 661-633-9200 fax 661-633-9199

Name of Business: _____
 Type of Business: _____
 Full Name: _____
 Address of Business: _____
 City: _____ State: _____ Zip Code: _____
 Business Phone: _____ Fax #: _____
 Home Phone: _____ Cell: _____
 E-Mail Address: _____
 Web Site: _____

Membership

Yearly Membership (420.00) Monthly Membership (40.00)

Payment

Check One: Visa Master Card Discover American Express Check # _____
 Card # _____ Exp Date: _____ CVV code: _____
 Signature: _____ Date: _____

_____ I Authorize the Bridal Association to charge my card every month/year for my dues. I
(initial) also understand that if my dues are charged automatically I will receive a discount of
 \$60/year or \$5/month.

Note: This is a yearly membership and cannot be canceled. Membership will continue on a monthly
 base until canceled by you.

To cancel your membership with the KCBA you must send a certified letter of cancellation and include
 the following information:

1. Your Name:
2. Company Name:
3. Address:
4. City:
5. Phone #:
6. E-Mail Address:
7. User Name:
8. Password:
9. Reason for cancellation

Please Mail to
 Kern County Bridal Association
 1901 Chester Avenue, Suite 201
 Bakersfield, Ca 93301
 All cancellations take effect 30 days from date
 of receipt of letter
 There is no refund on Membership dues
 All memberships are Year to Year
 Even when paying monthly

KCBA Membership Terms & Conditions

These Terms and Conditions (“Terms and Conditions”) constitute a legal agreement by and between Your Company (hereafter “You”, “Your” or “Your Company”) and the Kern County Bridal Association and its subsidiaries (hereafter “KCBA”, “We”, “Us” or “The Association”).

Becoming a member: Please read these Terms and Conditions. If you agree join us. If you don't agree then don't join us.

I. MEMBERSHIP PROGRAMS. The Membership Programs referred to as the “Membership Program”.

1. Regular membership

II. REQUIREMENTS FOR MEMBERSHIP. Complete and Submit Application to KCBA:

1. Membership Application: By submitting the application, You certify to KCBA that the information contained in it is accurate and that You have the authority to bind Your Company to these Terms and Conditions. KCBA will respond to membership applicants ASAP. After notification of membership acceptance, You can use the benefits and services of the Membership Program of which You are a member.

2. Communication: You must have and maintain a valid e-mail address, phone and postal address to enable Your Company to communicate with KCBA. A condition of membership in any Membership Program is that You receive from KCBA program surveys, email, newsletters and other communications related to the Membership Programs.

3. Payment: KCBA will accept membership payments by credit card (Visa, Master Card, Discover, and American Express) Check, Pay Pal or if by Cash in our office located at 1901 Chester Ave., Suite 201, Bakersfield, CA 93301. All membership payments must be made within one calendar month of date of invoice. Upon invoice of a second monthly bill, a late fee of \$10.00 will apply to all outstanding balances.

- A. Membership Benefits will be suspended if payment (or payment arrangement) is not made within two months or 60 days of date of invoice(s).
- B. Membership Benefits will be canceled for non-payment if payment is not made, nor satisfactory payment arrangements agreed, within three months or 90 days from date of earliest invoice.
- C. Membership canceled for non-payment will be subject to a reinstatement charge of \$50.00 to renew membership.

KCBA Membership Terms & Conditions

4. Membership Term: Membership is perpetual unless revoked or terminated. Membership in the Kern County Bridal Association starts with a 12 month commitment. After 12 consecutive months of membership you may cancel your membership by following the directions on the cancellation policy. There are amendments to this policy. Some contracts (Bridal Shows, Wedding Book advertising and other as stipulated in each contract) will extend your contract by as much as 12 to 16 months from the date of signature. This amendment is in place of paying full price on bridal shows or on contracted services due to item promoting the member base. [Note: this clause currently exists in Section (5) as written]. All KCBA membership is annual and will renew on your anniversary month automatically. In the event you change your membership from pay-monthly to pay-yearly, your anniversary date will change to the month of payment. A written cancellation must be submitted no less than 30 days in advance of your anniversary month per our cancellation policy to decline renewal. Please see complete cancellation policy for details.

5. Membership Benefits will be extended only to accounts in good standing; i.e. not suspended or revoked as outlined in Paragraph II, Section (3). Suspended or canceled members are therefore not eligible to sign up for, or receive free listings in, Association-sponsored activities including discounted KCBA Bridal Shows, web site listings, community outreach events, “*The Wedding Book*”, “*My Wedding Book Planner*”, newsletters and other advertising. Memberships canceled by KCBA for non-payment will lose any member discounts given at the time of contract; i.e. Bridal Shows and other discounted contracts will be re-invoiced at non-member rates; not to exceed twice the member price.

6. Update Information: At least once per year, you must verify and update Your business information (including, but not limited to, business name, primary and secondary contact, job title, email address, business address (physical and mailing), postal code, telephone and fax number) that Your Company has on file with KCBA by logging into the KCBA members area website <http://www.thebestweddings.com/members> to “View/Modify Account Information”. Alternatively, you may contact member support for assistance.

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III. PROGRAM BENEFITS AND SERVICES. From time to time, KCBA may offer benefits or services to members of the Membership Programs. Benefits or services may be governed by separate guidelines, rules or other terms and conditions that will be provided with that offer. The guidelines, rules or terms and conditions for a particular benefit or service shall govern that particular benefit or service.

1. Domain Name: With paid membership in KCBA you will be entitled the use of a domain name of your choosing (if available). Once you choose a domain name let your membership coordinator know so that it may be secured for you. Once we acquire the domain name submitted to KCBA it will become the sole property of KCBA and available for use with your membership. If you cancel your membership with KCBA we will release the domain name to you upon the following conditions (1) All past due dues or fees are paid in full including balance of membership dues based on yearly membership in the association. (2) A transfer fee of \$95.00 is paid to KCBA. (3) Any fees paid in advance by KCBA for said domain name are paid.

2. Website Hosting: With paid membership in KCBA you will be entitled to a Basic Hosting Plan as defined on BakersfieldInternet.com site.

3. Bridal Pac: KCBA provides prospective brides and grooms with a Bridal Pac upon request at no charge. The Bridal Pac is filled with information provided by our members. There is no limit to the information you can provide to KCBA for distribution in the Bridal Pac and by other means through the association. All information provided **MUST NOT** contain any information on other services not provided by KCBA or its members. If at any time the information provided by you becomes invalid either by change on your part, expiration date, or information on other members or services that are no longer affiliated with the association the information becomes invalid and it will be removed from distribution by the KCBA.

4. E-Mail Leads: As a part of your membership in KCBA you are authorized to receive Bridal Hot Lead from BAOA leads that are only provided via e-mail and are for your use only "KCBA Confidential". If you cannot or are not receiving e-mail leads it may be one of the following issues:

- Have you set-up your free account on the Bridal Association of America website? If you have, did you setup your e-mail lead preferences?
- To check this, log into your account on the Bridal Association of America and select *Change Your Email Lead Preferences*. Make sure you have selected yes for Receive E-mail Leads. We always suggest that you select all services under your state. A bride may not have checked your service by mistake, she may not be that far in the planning, or for some other reason unknown to us. You can always delete the ones you don't want.
- Your ISP: Known issues exist with but are not limited to SBCGLOBAL and AOL. To fix this issue try setting up a free e-mail account with gmail.com then wait a day or two and see if you have received any leads. If you are still having problems call member support at 661-633-9200.

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5. Phone Referrals: KCBA will refer your company to brides and grooms who contact the association looking for information on your type of service.

6. The Wedding Book: Advertising in The Wedding Book is available to members of KCBA at a discounted rate (no listing is included with your membership). Please see The Wedding Book for information on pricing and sizes. All artwork is the responsibility of the member and can be uploaded in the member's area. As a member in the wedding book, you must display the wedding book in plain sight of the customer at all times.

7. Bridal Shows: KCBA will produce at least 2 Bridal Shows per year and basic members can participate in these events at a discount rate for a regular size booth. Members participating in shows will have first right of refusals for up to 30 days, prior to the next show "only for the next show" after the last show of participation. When a show is less than 30 days out and you have not made a commitment to the show your spot will become available to the waiting list or the general membership and you will have to go to the bottom of the list. Members must place postcards for the upcoming bridal shows for up to 30 day prior to the next bridal show at all registers in plain view of customers and have at least 1 poster on each door promoting the bridal show.

8. Use of The Wedding Center as an office: The Wedding Center is available to its members to meet with clients during regular business hours only. You must arrive no less than 15 minutes before your scheduled appointment.

9. Receiving Faxes: as a benefit of membership you can receive faxes at KCBA (661-633-9199); however, KCBA is not responsible for the receipt of those faxes and you must be in the office when they are received.

10. Membership and Listing on other sites: available to members of KCBA is a listing on our partner site BridalAssociationOfAmerica.com.

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IV. CONFIDENTIAL INFORMATION. KCBA's "Confidential Information" includes: (I) tangible information of KCBA's that is labeled "confidential" or "KCBA Confidential" and (II) orally communicated information that relates to or is embodied in a tangible document that is labeled as stated in (I). At all times, title or the right to possess Confidential Information remains with KCBA. Confidential Information may be disclosed to Your Company at events and through other means. Certain programs may require additional confidentiality terms as a condition of participation. (III) Any information provided by KCBA not labeled "confidential" or "KCBA Confidential" is subject to the same rules of Confidentiality. (IV) The terms below also control KCBA's Confidential Information disclosed through the Bridal Events and survive termination or expiration of the agreement. You agree to do and/or comply with the following terms:

1. **Maintain Confidential Information.** Maintain Confidential Information with at least the same degree of care that you use to protect Your Company's own confidential and proprietary information, but with at least a reasonable degree of care under the circumstances.
2. **No Disclosure.** Do not disclose any Confidential Information to any third parties except to Your Company employees who have a need to know the information to do their jobs. Before disclosing Confidential Information to Your Company's employees, train them on these contractual obligations of confidentiality and obtain their agreement to comply with them. You are responsible for compliance of Your Company's employees with these contractual obligations.
3. **Copies.** Do not make copies of Confidential Information except as necessary for Your Company employees that have a need to know; all copies must be marked "KCBA Confidential".
4. **Duration.** Maintain the confidentiality of Confidential Information for at least two (2) years from the date it was disclosed to You unless it is: (I) rightfully in the public domain, (II) rightfully received from a third party without any obligation of confidentiality, (III) rightfully known to You without any limitation on use or disclosure prior to its receipt from KCBA, or (IV) generally made available to others by KCBA without restriction on disclosure. You agree to return or destroy all or part of Confidential Information, including any copies, at KCBA's request, and confirm your compliance with such request.
5. **No Other Use.** Any bride/groom/customer/client information obtained from KCBA via email, by phone, at a bridal event, through the wedding book, Printed List, Excel Files or any other means may only be used for the business issued a booth/membership, i.e. if you sell flowers and you are also a photographer, but you only signed up as a flower shop, you can only use the leads for your flower shop. The leads may not be used for your photography business. If you use the leads for a business not signed up for the event, your membership will result in fines of \$995.00 for each company that may have benefited from the lead.

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V. OTHER TERMS, CONDITIONS AND NOTICES

1. Member Web Site and Password. You must have a password to access certain areas of the Membership Program benefits and services. You shall keep your password secure and confidential and use it only for your authorized access to the Membership Programs website. You are solely responsible for all activities that occur with your password. You shall notify KCBA immediately of any actual or suspected unauthorized use of your password. KCBA is not responsible for any consequences that result from any unauthorized use of your password.

2. No Agency. No agency, partnership, joint venture, franchise, or employment relationship is created between KCBA and You or Your Company as a result of these Terms and Conditions or Your Company's participation in any of the Membership Programs. Neither of us is authorized to create any obligation, express or implied, on behalf of the other.

3. Assignment. Membership is not transferable or assignable. KCBA may assign or delegate its rights and/or obligations, in part or in whole, under this agreement to any of its subsidiaries that are wholly owned directly or indirectly by KCBA.

4. Order of Priority. The English language version of these Terms and Conditions shall prevail over any translations of them. The terms of any trademark license agreement(s) shall prevail over these Terms and Conditions with respect to the subject matter of the trademark license agreement.

5. Waiver. Failure to enforce any of these Terms and Conditions shall not constitute a waiver of such terms, nor affect their enforceability.

6. Governing Law and Forum. Any claim arising under or relating to the Membership Programs, the materials, or the websites shall be adjudicated in the following forums and governed by the following laws: For the United States of America the forum shall be Bakersfield, California, USA and the applicable law shall be that of the State of California, without reference to its conflict of law principles.

7. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KCBA shall not be liable to any Member if a KCBA employee or any other party acting on behalf of KCBA or acting on behalf of a Program Member accesses or updates the personal and/or business profile information of the Program Member(s).

KCBA Membership Terms & Conditions

VI. MEMBERSHIP CANCELLATION POLICY

The following policy may seem a bit over the top; however, it is intended to protect our members from fraud. In the past we have had a competitor of one of our members try to cancel the member's membership! Due to this, we have put in place this safeguard for the protection of our members.

Membership in the Kern County Bridal Association starts with a 12 month commitment. After 12 consecutive months of membership you may cancel your membership by following the directions below. Your membership will continue on a month to month basis until you provide written notice of cancellation. Your membership will be immediately terminated upon such notice.

There are amendments to this policy. Some contracts (Bridal Shows, Wedding Book advertising, and others as stipulated in each contract) will extend your contract by as much as 12 to 16 months from the date of signature. This amendment is in place of paying full price on a bridal show or for advertising.

Common misunderstandings - these will not cancel your membership

- * Membership does not automatically cancel after 1 year.
- * Not paying your dues will not cancel your membership and could amount to several hundred dollars in past dues and late fees and could eventually result in legal fees.
- * Calling the office to cancel your membership, then saying that you spoke with some girl and that she said it was ok.
- * Sending an email or replying to an email.

Cancelling your membership with the Kern County Bridal Association can be done in 1 of 2 ways:

1. You can make an appointment with Kyle Brown and submit your cancellation in person. Kyle is available most days Monday ~ Friday 9am to 5pm.
2. You can send a certified letter of cancellation and include the following information:
 1. Your Name:
 2. Company Name:
 3. Address:
 4. City:
 5. Phone #:
 6. E-Mail Address:
 7. User Name:
 8. Password:
 9. Reason for cancellation

END OF TERMS