



Starting a Chapter of the American National Cane Club



The American National Cane Club (ANCC) was founded in 1988. Each member of the American National Cane Club has their own unique way of crafting and carving walking sticks and canes. In order to inform and aid one another, we meet on the last Tuesday of each month. Since Lancaster County PA was the starting place of the ANCC, it is also the headquarters for the club. We are always looking for ways to promote the club and to share ideas and materials related to the making of canes and sticks. Therefore, we welcome anyone that is interested in starting a new chapter of the ANCC.

Comradeship and input are the only existing qualifications for membership to our organization, this being required by all ... nothing more, nothing less. Our membership dues are minimal and they are used strictly for the enhancement of the club. Memberships and dues are annual and are renewable on April 1st. The election of officers are also held in April. Dues can be found at www.caneclub.org. Each chapter could have their own section on the caneclub.org web site in addition to the regular member benefits.

New members will receive:

1. An ANCC patch
2. A white and a brass ANCC medallion to put on your canes / sticks

New and returning members receive:

1. The ANCC newsletter
2. Ability to buy ANCC clothing
3. Ability to join the ANCC forum
4. Ability to display / sell at the ANCC events and shows
5. Ability to register your canes / sticks with ANCC
6. Ability to post pictures of your work and your contact information on the ANCC web site
7. Roster of other cane / stick carvers

A new chapter will have to:

- Apply to the ANCC and agree to promote the goals of the ANCC.
- Elect officers and hold meetings. There is no minimum amount of members needed for a chapter. A meeting usually involves a treasurer's report, discussion of old and new business and a time for show and tell. The show and tell lets you bring along your latest cane or stick to show or you can share something of interest. You can also bring something you are not going to use to give it to someone in the club. The meetings usually involve many jokes along with sharing information and caring for each other.
- Collect the annual ANCC membership dues that would be sent to the ANCC. Additional local dues could be collected and used by the local chapter. There is no cost to start a chapter. However, each person in the chapter must be a member of the ANCC.
- Each chapter could create its own newsletter. A copy of the newsletter would be sent to each of the local members and a copy would be sent to the national headquarters.

If you are interested in starting a new chapter of the ANCC, please fill out the following application and the license agreement. Send the **application**, **license agreement** and the **dues** (checks made out to American National Cane Club) to:

American National Cane Club
Terry Bupp-Petersheim
329 Chocolate Ave
Mount Joy, PA 17552



Application for a New Chapter of the American National Cane Club



We are interested in starting a new chapter of the American National Cane Club (ANCC). We agree to promote the goals of the ANCC. We also agree to elect officers and hold meetings.

New chapter name: _____

New chapter meeting location: _____

New chapter contact information:

Name: _____

Address: _____

Phone: _____

Email: _____

New chapter officers:

President: _____

Treasurer: _____

Secretary: _____

Sergeant at Arms: _____

New chapter members: (Please indicate who is a new ANCC member and who is a returning ANCC member.)

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| 9. | 19. |
| 10. | 20. |

Total dues enclosed: _____ **Check number:** _____

License Agreement

This License Agreement (this "Agreement") is made effective as of February 3, 2012 between the American National Cane Club (ANCC) of 329 Chocolate Ave, Mount Joy, PA 17552 and _____ of _____.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "ANCC", and the party who is receiving the right to use the licensed property will be referred to as "Licensee".

The parties agree as follows:

1. GRANT OF LICENSE. ANCC owns the ANCC logo. In accordance with this Agreement, ANCC grants the licensee an exclusive license to use the ANCC logo. ANCC retains the title and ownership of the ANCC logo.

2. PAYMENT OF ROYALTY. Licensee will pay to ANCC a royalty which shall be calculated as follows: included in the annual membership dues.

3. MODIFICATIONS. Licensee may not modify or change the ANCC logo in any manner.

4. DEFAULTS. If licensee fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, ANCC shall have the option to cancel this Agreement by providing 30 days written notice to the licensee. Licensee shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

5. ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

6. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

7. TERMINATION. This Agreement may be terminated by the ANCC by providing 30 days written notice to the other party.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written oral agreements between parties.

9. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

10. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, enforced as so limited.

11. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Pennsylvania.

Licensor:

American National Cane Club

By: _____
President of ANCC

Date: _____

Licensee:

Chapter name:

By: _____
President of Chapter

Date: _____



Final Checklist for License Agreements

Licensor: American National Cane Club

Licensee: _____

February 3, 2012

Make it Legal

_____ The License Agreement should be signed and dated by both parties. The Agreement becomes effective as of the date indicated on the document.

_____ Both Parties should retain a copy of the signed Agreement.

Copies

Give a signed copy of the document to:

_____ American National Cane Club

_____ Licensee

When to Consult a Lawyer

- ✓ A lawyer should be consulted regarding any unique issues not addressed by this program.

Other Information

- ✓ The document should be reviewed periodically to ensure that the parties are each complying with their respective obligations.
- ✓ It is not necessary that the signatures be witnessed or notarized.
- ✓ Original copies should be kept in a fire-proof and safe location.

Reasons to Update

- ✓ Correct an error or change a term in the Agreement.
- ✓ Prepare a license agreement for a different transaction.