

MEMBERSHIP APPLICATION

ASSOCIATE MEMBERSHIP (*Annual Fee Includes the Following*) Associate membership is reserved for businesses that do business with or are related to the Building Industry but do not bid on plans. (examples are: Designers, Architects, Engineers, Sign Companies, Realtors, etc.). The benefits of membership are: 1 card holder for your business cards to be placed on our wall to hand out to potential customers who are looking for someone of your expertise; your business listing added to our website with a weblink to yours; 1 free month of your business card ad on our wide screen lobby TV; plus the ability to access additional advertising opportunities available only to members.

HEADING ON BEND PLAN CENTER WEBSITE TO LIST YOUR BUSINESS (see website for headings)

\$225.00/Yr. Cash or Credit/Debit Only

TIER 1 MEMBERSHIP (*Tier one membership includes all of the benefits of the Associate Membership plus the following*) Full use of Bend Plan Center Bid Room to access Plans and Builder / Owner Contact Information. Emailed notification when new plans arrive in for bid. Overnight checkout of plans. Free use of fax machine for outgoing faxes (*local calls only*). Ability to purchase any needed copies of bidsets. 1- Membership card.

HEADING ON BEND PLAN CENTER WEBSITE TO LIST YOUR BUSINESS (see website for headings)

\$325.00/Yr. Cash or Credit/Debit Only

TIER 2 MEMBERSHIP (*Tier two membership includes all of the benefits of the Associate Membership and Tier 1 membership plus the following*) Online access to Bend Plan Center Website with 1 username and password to access all Plans, Builder / Owner Contact Information and recently issued Building Permits for the City of Bend, City of Redmond and Deschutes County all in PDF Format*. Ability to order plans online for pick up at or shipped from Bend Plan Center.

*All Contact Information, Commercial Plans and Building Permits are viewable as well as printable PDF files.

*Residential plans are viewable only PDF Files.

*Username and Password will be emailed to you within 24 hours of payment.

HEADING ON BEND PLAN CENTER WEBSITE TO LIST YOUR BUSINESS (see website for headings)

\$525.00/Yr. Cash or Credit/Debit Only

ADDITIONAL ADVERTISING BENEFITS AVAILABLE TO MEMBERS ONLY

ALL ADVERTISING IS BASED ON AVAILABILITY AND MUST BE APPROVED BY B.P.C.

Circle any additional below that you wish to purchase

<u>BUSINESS CARD AD ON BEND PLAN CENTER LOBBY TV –</u>	<u>Price</u>
<u>Ad Runs until end of this membership</u> ----- Add	\$75.00
<u>INTERNET ADVERTISING</u>	
-ADD BOLD TO MAIN HEADING ----- Add	\$15.00/Yr.
- FULL COLOR ONLINE BUSINESS CARD AD WITH WEB LINK ----- Add	\$100.00/Yr.
<u>IN HOUSE WALL SIGNAGE (when available)</u>	
-24" X 36" LOWER FRONT WALL SIGN ----- Add	\$350.00/Yr.
-36" X 27" UPPER FRONT WALL SIGN ----- Add	\$325.00/Yr.
-24" X 20" SIDE WALL SIGN- LOWER, MIDDLE, UPPER ----- Add	\$250.00 \$225.00 \$200.00/Yr.
-25" X 23" BACK WALL SIGN- LOWER, UPPER ----- Add	\$300.00 \$250.00/Yr.
-ADDL. BUSINESS CARD HOLDERS ON WALL (if available)----- Add	\$35.00 ea./Yr.

MISC.
 -ADDITIONAL MEMBERSHIP CARDS for Employees OR Replacement of lost Cards-----Add **\$10.00/ ea.**

Additional Headings on Bend Plan Center Website (\$15.00 each) **Bolded** (add'l \$15.00)

- | | |
|----------|-------|
| 1) _____ | Y / N |
| 2) _____ | Y / N |
| 3) _____ | Y / N |
| 4) _____ | Y / N |

see “ www.bendplancenter.com “ for available Headings.

COMPANY INFORMATION

TODAYS DATE _____ **TIER** – associate / tier 1 / tier 2 **TOTAL DUE TODAY** _____

Company Name _____

Representatives Name _____ Phone () - _____

Subsidiary of (if applicable) _____

Billing Address _____ Fax () - _____

City/State/Zip _____

Agreement to all terms of this Application including Pricing, Plan Center Rules and Guidelines.

***ANNUAL MEMBERSHIP RENEWALS MUST BE PAID PRIOR EXPIRATION DATE TO GUARANTEE YOUR ADVERTISING SPACE.**

Bend Plan Center reserves the right to refuse membership to anyone. Dues are payable at time of application and membership coincides annually ONE YEAR from month of year paid. (example; member joined on July 15th, 2004, their membership is active until July 14th, 2005.) **No dues will be refunded should cancellation occur.**

Plan Center services are for members only. Documented proof of membership is required to view plans. Non Members are not allowed to view plans for bid. Only Bend Plan Center members, and, in the case of members who are entities, their partners, officers and or employees, will be entitled to use Bend Plan Center (including all plans, specifications and addenda therein). In addition, you acknowledge and agree that the unauthorized disclosure of bid materials could cause competitive harm to Bend Plan Center of Oregon, and you promise to receive and maintain the bid materials in trust and confidence, and take reasonable precautions against such disclosure to any unauthorized users. Bend Plan Center reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, membership benefits (or any part thereof) with or without notice. You agree that Bend Plan Center is not liable to you or to any third party for any modification, suspension or discontinuance of membership. You agree that Bend Plan Center, in its sole discretion, may terminate your membership for any reason, including, without limitation, if Bend Plan Center believes that you have violated or acted inconsistently with the letter or spirit of the Agreement. Bend Plan Center may also in its sole discretion and at any time discontinue providing membership benefits, or any part thereof, with or without notice. You agree that any termination of your access to Bend Plan Center for any reason may be effected without prior notice, and acknowledge and agree that Bend Plan Center may immediately terminate your membership. Further, you agree that Bend Plan Center shall not be liable to you or any third-party for any termination of your access to the Plan Center. **Any member whose membership is suspended or terminated for any reason is not entitled to a refund AND membership IS NOT TRANSFERABLE.** Bend Plan Center reserves the right to change this Agreement from time to time at its sole discretion. Disruptive or inappropriate behavior is considered an infraction. More rules and guidelines of this agreement are posted at www.bendplancenter.com. This Application **does not** constitute a credit account. A Credit Application is a separate form.

Plans are available for nightly checkout on a "first come" basis. A maximum of 2 plans may be checked out. **Plans are available for checkout between 4:30pm – 5:00pm Monday through Friday. Plans are due back on the premises the following work day by 8:00am. Member will be charged for any plans brought back later than 8:00am and payment is due immediately. Plans are not allowed to be dropped off at Bend Plan Center while Bend Plan Center is closed. Any plan set that is marked with indelible materials will be charged to you.** Pencil marks must be erased before plans are returned.

Any and all plans, specs, addenda, contact information or any other plan center materials purchased or downloaded are for the sole purpose of gathering information for bidding on jobs and are not allowed to be shared with other parties or used for any other purpose!

Bend Plan Centers hours of operation are Monday – Friday 7:30am – 5:00pm and will be closed on all Holidays including the Friday after Thanksgiving as well as other weekdays that precede or follow Christmas, New Years and Independence Day.

Use of the Bend Plan Center is at your sole risk. It is your responsibility to contact the Builder or Prime Contractor to verify their acceptance of your bid as well as to verify that you are bidding on the most current and complete sets of documents available prior to placing your bid with them and it is your responsibility to review all documents to assure that all aspects of your bid are reviewed, as represented in blueprint documents, specifications, addenda and memorandum. The plans, specifications and addenda obtained are to be used for reference only. Companies wishing to bid as prime or general contractors must obtain a full set from the owner or issuing office of the project. **Document Clarity is dependent on the condition of the original source and is not guaranteed. The Bend Plan Center does not warrant any plans or images to be free from defects, errors or omissions of any kind and does not guarantee the award of any work to any member.**

Applicant agrees that the undersigned is duly authorized to execute this application on behalf of the Applicant and to bind Applicant to the terms and conditions of this application, including agreement.

I / WE CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE AND THAT I / WE CAN AND WILL COMPLY WITH THE TERMS, AGREEMENTS, CONDITIONS, RULES AND GUIDELINES CONTAINED IN THIS APPLICATION.

Name _____ Title _____ Date _____
please print

AUTHORIZED SIGNATURE _____

EMAIL ADDRESS TO SEND NOTIFICATIONS _____

WEBSITE ADDRESS (if applicable) _____

1. ACCEPTANCE OF TERMS

BPC (Bend Plan Center) makes available for your use and access to the BPC Online Plan Viewing Service (the "Site") information, documents, software and products (collectively, the "Materials") and various services (the "Services") subject to the terms and conditions set forth in this Usage Agreement and Disclaimers (the "Usage Agreement"). By accessing this Site, you agree to the Usage Agreement. BPC reserves the right to change the Usage Agreement from time to time at its sole discretion. Your use of the Site will be subject to the most current version of the Usage Agreement posted on the Site at the time of such use. In addition, when using particular Services or Materials on this Site, you shall be subject to any posted guidelines or rules applicable to such Services or Materials that may contain terms and conditions in addition to those in the Usage Agreement. All such guidelines are incorporated into this Usage Agreement by reference.

Use of site is at your sole risk. The site is provided on an "as is" and "as available" basis. It is your responsibility to review all documents to assure that all aspects of your bid are reviewed, as represented in blueprint documents, specifications, addenda and memorandum. The plans, specifications and addenda obtained from this site are to be used for reference only. Companies wishing to bid as prime or general contractors must obtain a full set from the owner or issuing office of the project.

You **MUST** be a current Site participant (valid Internet Member) of BPC to access this Site. If you are not a current Site participant or if you breach any of the Usage Agreement, your authorization to use this Site is automatically terminated and you must immediately destroy any Materials downloaded or printed from this Site.

2. COPYRIGHT; LIMITED LICENSE

You acknowledge and agree that Materials and Services on this Site and any necessary software used in connection with the Site ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by BPC, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Materials and Service, or the Software, in whole or in part. Furthermore, except as expressly provided in this Usage Agreement, BPC does not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information with respect to the Materials, Services and Software.

2.1 Use of Software. The software and accompanying documentation that are made available to download from the Site are copyrighted work of BPC and/or its suppliers. Use of the software is governed by the terms of the end user license agreement that accompanies or is included with such software. You will not be able to download or install any software that is accompanied by or includes an end user license agreement unless you agree to the terms of such end user license agreement. If you do not agree to such terms, you will not be able to use the software. You may not decompile, reverse engineer or otherwise attempt to discover the source code of any software available on the Site.

3. USE OF SITE INFORMATION

Except as otherwise indicated elsewhere on this Site, you may view and download the documents and information available on this Site subject to the following conditions:

- A. The documents and information may be used solely for your use in preparing cost estimates for those construction projects provided on the Site and/or for your reference during the construction process of same and for no other purpose.
- B. The documents and information may not be modified or altered in any way.
- C. You may not remove any copyright or other proprietary notices contained in the documents and information.
- D. BPC reserves the right to revoke the authorization to view and download the documents and information available on this Site at any time, and any such use must be discontinued immediately.
- E. The rights granted to you constitute a license and not a transfer of title.

The rights specified above to view and download the documents and information available on this site are not applicable to the design or layout of this Site. Elements of this Site are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

4. UNAUTHORIZED USE

Only Bend Plan Center members, and, in the case of members who are entities, their partners, shareholders, officers and employees, will be entitled to view and use Site Materials (including all plans, specifications and addenda therein). In addition, you acknowledge and agree that the unauthorized disclosure of Site Materials could cause competitive harm to Bend Plan Center of Oregon, and you promise to receive and maintain the Site Materials in trust and confidence, and take reasonable precautions against such disclosure to any unauthorized users.

5. MODIFICATIONS TO SERVICE

BPC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that BPC is not liable to you or to any third party for any modification, suspension or discontinuance of the Service.

5. ACCOUNT, PASSWORD AND SECURITY

You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to:

- A. immediately notify BPC of any unauthorized use of your password or account or any other breach of security; and
- B. ensure that you exit from your account at the end of each session; and
- C. pay BPC all costs to change your password and or account information should you request the change. BPC cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

7. TERMINATION

You agree that BPC, in its sole discretion, may terminate your membership, password, account (or any part thereof) or use of the Site for any reason, including, without limitation, if BPC believes that you have violated or acted inconsistently with the letter or spirit of the Usage Agreement. BPC may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site for any reason may be effected without prior notice, and acknowledge and agree that BPC may immediately deactivate your account. Further, you agree that BPC shall not be liable to you or any third-party for any termination of your access to the Site.

8. DISCLAIMER OF WARRANTIES . YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- A. **YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EFFORTS HAVE BEEN MADE TO ASSURE THE ACCURACY OF THE INFORMATION, BUT BPC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE BEST SOURCES OF INFORMATION FOR PROJECT FILES ARE THE ACTUAL PLANS AND SPECIFICATIONS MAINTAINED AT BPC 'S MAIN OFFICE.**
- B. **BPC MAKES NO WARRANTY THAT:**
 - i. **THE SERVICE AND MATERIALS WILL MEET YOUR REQUIREMENTS;**
 - ii. **THE SERVICE AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;**
 - iii. **THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE;**
 - iv. **THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; AND**
 - v. **ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.**
- A. **ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.**
- B. **NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BPC OR THROUGH OR FROM THE SERVICE OR MATERIALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE USAGE AGREEMENT.**

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL BPC OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ANY ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) THAT ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, MATERIALS, SERVICES AND FUNCTIONS OF THE SITE, EVEN IF BPC IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNITY

You agree to indemnify and hold BPC, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, your connection to the Site, your violation of the Usage Agreement, or your violation of any rights of another.

11. GOVERNING LAW AND JURISDICTION

The Usage Agreement and the relationship between you and BPC are governed by the laws of the State of Oregon without regard to its conflict of law provisions. You also agree that this Usage Agreement is entered into between you and BPC in Oregon. The failure of BPC to exercise or enforce any right or provision of the Usage Agreement does not constitute a waiver of such right or provision. If any provision of the Usage Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Usage Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Materials or Service or the Usage Agreement must be filed within one year after such claim or cause of action arose or be forever barred. By agreeing to these terms, subscriber agrees to be individually bound by each term set forth above including each disclaimer of warranty. It is further agreed that these terms bind the subscribers heirs, assigns, partners, employees, joint venturers and successors in interest.

Acceptance of Agreement and Waivers of both page 1 and page 2

Authorized User Name Printed _____

Authorized User Signature _____

Company Name _____

Today's date _____