

## **Algoa Bay PMA Membership Application**

I hereby am agreeing to apply for Membership, through purchase of services or purchasing items, from Algoa Bay also known as ABSS (hereinafter known as PMA), a Private Membership Association, whose Directors are Brian and Sharon Hayes. With the signing of this agreement I accept the offer made to become a Member and I express my agreement with the following Declaration and Memorandum of Understanding:

### **DECLARATION**

1. This Association of Members hereby declare that our primary purpose is to protect and maintain our right to freedom of choice regarding the conduct of business and management of our financial assets by asserting our constitutional, contractual, and civil rights under God, the Common Law and the Constitution of the United States of America.
2. I comprehend that this a Private Membership Association (PMA) and is not a public entity of any kind created by or under any governmental authority, permission or statute (a statutory association, corporation, limited liability company, limited or general partnership). It is a private, voluntary association of people acting in their natural capacity and right, pursuant to the intent, purpose, express provisions, and principles set forth in the PMA's Articles of Association, which are made available to me.
3. As Members, we accept the inventory and items brought forth by the PMA knowing that the PMA specializes in advancing the members knowledge of molluscan habitat, distribution, proper classification, and sale of sea shells.
4. The mission of the PMA is to provide Members with the highest quality products, shells, and molluscan information.

### **MEMORANDUM OF UNDERSTANDING**

I understand that the Director of the PMA provides services, sales or advice in the capacity of a fellow Member Facilitator in a private manner and not in any public capacity. I understand that within the PMA, all members are equal.

Understanding that this is a Private Membership Association, I agree to hold harmless the PMA and the Director and other Members from any unintentional liability that might result from the advice or services I receive, except from any harm that could remotely result "a clear and present danger of substantive evil" as determined by the PMA and defined by the United States Supreme Court.

I understand that the PMA is exempt from any action of Federal, State or Local agencies as it relates to any complaints against the PMA, its Director or Members. All complaints or grievances will be settled by non-judicial arbitration within the PMA.

I enter into this agreement of my own free will. I accept that this Membership does not entitle me to any voting interest in the PMA. I acknowledge I am not liable for any debts, liabilities, suits or

judgments against the PMA. I understand that this Membership does not absolve me from any personal obligation outside of this Association.

I have read and understand this contract and any questions I had were answered fully to my satisfaction. This document consists of my entire agreement for Membership and it supersedes any previous agreement I may have made, either express or implied.

I understand that my Membership fee, if any, entitles me to receive those benefits declared by the Executive Director of the PMA to be general benefits.

I understand that my membership fee, if any, does not pay for the shells or other items sold by the PMA.

The term of the Membership begins on the date upon which I create my Membership and continues until the dissolution of this Association. By creating my Membership and autographing below, I do certify and attest that I have carefully read this application for Membership and I fully understand and agree with all the provisions stated herein.

Accepted by: \_\_\_\_\_  
a Man/Woman, as Member

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_