

**LA HABRA HEIGHTS FIRE WATCH, INC.  
MEMBERSHIP AGREEMENT**

This agreement is made, by and between La Habra Heights Fire Watch, Inc., a California not for profit corporation (LHHFW) and the applicant whose name appears hereafter (Applicant), on the latest date of execution by the parties hereto.

WHEREAS, LHHFW is a membership organization dedicated to the prevention of wildfires through the operation of a system of mobile radios and repeaters on a private network (System) comprised of the members of LHHFW and;

WHEREAS, Applicant desires to become a member or associate member of LHHFW;

The parties now AGREE as follows:

1. LHHFW is a not for profit corporation and will not engage in any political activities and will not, to the best of its ability, permit its meetings or System to be used for any political purpose;
2. LHHFW is subject to and governed by licensing agreements permitting the operation of the System which, in turn, is subject to the laws, rules and regulations of local, state and federal authorities, including the Federal Communication Commission (FCC)[47 CFR11, et seq. "EAS" and 47 CFR 90 "Private Mobile Services"].
3. Applicant requests to be made a:
  - a. Member \_\_\_\_\_ (please initial if chosen)
  - b. Associate Member \_\_\_\_\_ (please initial if chosen)
4. Applicant chooses to:
  - a. Purchase a qualified mobile radio; \_\_\_\_\_
  - b. Borrow a LHHFW issued mobile radio: \_\_\_\_\_
  - c. Does not wish to have a mobile radio; \_\_\_\_\_
5. If Applicant either purchases or borrows a radio, Applicant agrees that LHHFW is responsible for the proper lawful use of such radio on the System and that, LHHFW retains the right to decommission the mobile radio by removing the right to transmit on the System in any of the following circumstances:
  - a. Applicant violates this Membership Agreement;
  - b. Applicant violates any FCC or other rules of regulations;
  - c. Applicant quits LHHFW;
  - d. Applicant violates the System Rules of Decorum (appended hereto and incorporated herein by this reference) after receiving notice of such violation and having reasonable opportunity to cure same;
6. If LHHFW requests the return of a mobile radio which has been programmed to allow transmissions on the System, Applicant agrees to promptly return same to LHHFW's designated agent for decommissioning. Failure to do so (upon written request delivered to Applicants last known address appearing on the LHHFW Membership Roster) will make Applicant liable for all of LHHFW's costs incurred, including attorney fees, in compelling and conducting decommissioning.
7. Applicant agrees to support LHHFW in the following manner:
  - a. Payment of annual dues of \$\_\_\_\_\_.00, paid in advance;
  - b. Annual Sponsorship in the amount of \$\_\_\_\_\_.00;
  - c. Providing personal services in the following area: \_\_\_\_\_;
  - d. Other: \_\_\_\_\_;
8. Applicants Personal Information:
  - a. Name: \_\_\_\_\_ Address: \_\_\_\_\_
  - b. Day Telephone: \_\_\_\_\_ Night Telephone: \_\_\_\_\_
  - c. Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_
9. Applicant has read and understands this agreement and its attachments. Applicant has received a copy of the LHHFW Operations Manual, understands its contents and agrees to perform the services outlined therein .

Executed at La Habra Heights, CA 90631 on \_\_\_\_\_.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

\_\_\_\_\_ (Assigned Call Sign)