



Return by Fax to: 443-640-1086 or scan and e-mail to SMART@ksigroup.org

SORT 2012 MEMBERSHIP AGREEMENT & SERVICE CONTRACT AUTHORIZATION

The Shippers of Recycled Textiles, Inc., (SORT) and the undersigned company (hereafter "Member") agree as follows:

- The Member is a member in good standing of the **SMART** association and has applied for, and upon execution of this Agreement by SORT, is accepted into membership by SORT. Membership in SORT is conditional upon membership in good standing in SMART and upon the Member fulfilling their obligations to SORT as set forth herein, in the bylaws and as established by the Board of Directors by rule, policy or resolution. Membership shall initially be for the duration of the last expiring service contract negotiated by SORT in which the Member elects to participate.
- Authorization to Negotiate Service Contract**
 (a) The Member authorizes SORT to negotiate and execute a service contract(s) with ocean conferences and carriers for the transport of the Member's products as indicated herein, under such terms and conditions as negotiated and approved by the Board of Directors and participating Members. Any service contract negotiated by SORT shall be binding upon the Members of SORT participating therein.

 (b) SORT will undertake negotiations of service contract(s) in reliance upon the minimum volume estimate of the Member stated herein. In consideration of the negotiation and execution by SORT of a service contract, the Member unconditionally promises and agrees to ship in fulfillment of SORT's minimum quantity commitment as stated not less than the forty foot containers or TEU's of the product indicated, distributed substantially and in accordance with terms of such service contract.

3. **SORT Dues:** *(please select one of the following):*

| | | |
|-------|----------------|--|
| _____ | Plan A: | Member pays a \$200 annual dues fee, plus per container dues of \$40 on every 20 or 40 foot container shipped under a SORT contract. Companies shipping 100 or more containers under the SORT contract during the calendar year will receive a refund of the \$200 membership fee. |
| _____ | Plan B: | In lieu of the \$200 annual dues, a company agrees to pay \$65 per container dues on every 20 or 40 foot container shipped under a SORT contract. |

The Member shall be liable for and shall pay upon demand by SORT the per container dues ("PCD") as determined by the Board of Directors to be due and payable to SORT based upon the greater of (1) its minimum volume commitment hereunder (even in the event it fails to meet such commitment) or (2) actual TEU's shipped under the SORT service contract. Upon termination of membership in SORT, for any reason, the Member must cease all shipments under any SORT service contract.

4. This Agreement shall be construed in accordance with the laws of the District of Columbia.

Only companies returning signed forms are eligible to use the SORT shipping service contracts.

Member Signature: _____ Printed Name _____

Company Name: _____ Title: _____

Email : _____ Phone: _____

If you were a SORT Member in 2010, your current user name and password will still be active.

If you are new to SORT this year, please complete the section below so we can provide you access to the SORT Member website where contract and rate information can be accessed.

User ID _____ Password _____