



South Bay Islamic Association
325 N Third Street, San Jose, CA 95112

Membership Application

Membership Requirements

(SBIA Bylaws specify the complete requirements for becoming a member. The Bylaws are available by request from the Secretary of SBIA. A copy is also available at the library in the Downtown Office)

An applicant for a voting member must:

1. Testify to the Unity of Allah (SWT) and the Finality of the Prophethood of Prophet Muhammad (SAWS) and abide by organizations Bylaws.
2. Be at least 16 years old (Picture ID may required to verify age at anytime)
3. Be a resident of the San Francisco Bay area, specifically a resident of San Francisco, Santa Clara, San Mateo, San Benito, Marin, Solano, Alameda, or Santa Cruz counties (Open for discussion)
4. Pay the documented membership fee set by the Board of Directors (Current Membership Fee is \$50)

Personal Information (Required):

First Name: _____

Last Name: _____

Street Address _____

City: _____ State: _____ Zip Code _____

Phone: _____ Email _____

Payment method: Check, Credit Card, Debit Card

Attached: Yes _____; No _____

I testify that there is none worthy of worship but Allah, and that Prophet Muhammad (SAWS) is His Last and Final Messenger. I promise to abide by the rules of SBIA and do my best to promote its growth. I have also read and agree with the Membership Arbitration clause printed in the back.

Signature: _____ Date: _____

Detailed rules related to membership and Arbitration clause:

1. Membership is automatically renewed by donating minimum of \$50 a year in that recordable donations (donations that are made by using personal checks or other means that clearly indicate donor's name and address) to SBIA Operating Funds or SBIA's Asset-related projects may be substituted for the annual membership due as long as the amount donated is equal to or more than the amount of membership due.
2. Donations for non-SBIA projects, such as fundraisers for projects by other organizations, funds collected for helping out individuals in need, or donations for victims of disasters in the US or elsewhere cannot be substituted for annual membership fee because they cannot be used for any SBIA expenditures.
3. Failure to pay the annual membership fee will cause a voting member to become a non-voting member.
4. Membership fees are due by June 30th of each year in order to be eligible to vote in Board of Directors and Board of Trustees Elections and General Body Meetings that are held later that year.
5. Membership is individual. Qualified members of a household have to apply individually. However, once they become a member (with Arbitration Clause signed and submitted) , membership will be renewed automatically if a recordable donation with multiple names, such as husband and wife is submitted, provided that the amount of donation is sufficient to cover the membership fees for all.

Arbitration Clause for Members

In the event that I have any claim against or dispute or differences with the South Bay Islamic Association (henceforth SBIA), the South Bay Area Islamic School, or the Islamic Center of San Jose, or any other entity operated and controlled by SBIA or if I am involved in any controversy arising out of or involving the Articles of Incorporation, Bylaws, or decisions of the SBIA and/or Committees formed pursuant to the Bylaws or by the governing body, I agree to submit any such matter to final and binding arbitration pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et seq., or amended statutes, within one month of the time such matter arises. I agree that such arbitration shall be the exclusive forum for any such dispute. If SBIA does not receive a written request for arbitration from me within 30 days from the date the dispute arose, I agree that I will have waived any right to raise any claim, in any form, arising out of such dispute.

I further expressly agree that in arbitration my exclusive remedy shall be:

- a) To seek rescission of any act that I deem to have been wrongly undertaken by SBIA, or
 - b) To force SBIA to perform tasks required of it under its Articles of Incorporation, Bylaws and any effective resolutions.
- I expressly waive any claim for damages, actual or punitive, save and except to the extent of membership dues paid by me.
 - I understand that by executing this agreement I waive my right to a trial by a judge and/or jury.
 - Should any of the provisions of this agreement be unenforceable, the remaining provisions shall remain in full force and in effect and the agreement shall be construed in the most favorable manner so that any dispute/difference involving the parties is resolved by binding arbitration.
 - I understand and agree that this agreement represents and expresses the complete agreement between SBIA and me regarding any acts of omissions of SBIA.
 - I hereby accept the terms and conditions of this agreement in exchange for membership privileges in this Association.

Executed in Santa Clara County, CA on (Date): _____

By (First and Last Name): _____

SIGNATURE: _____