



APPROVED 11/01/01  
LAST REVISED 09/17/09

# POLICIES & PROCEDURES

## ***AFFILIATED ASSOCIATIONS***

Apartment associations submitting a local or state charter application after November 2004 must report ALL units without regard to local caps, minimums or other limits and submit the dues rate for each unit owned or managed.

### **MEMBERSHIP REPORTING**

1. All rental housing units owned or managed by an owner, developer or property manager (Industry Members), that are members of an Affiliate, will be reported to the National Apartment Association and dues will be paid on all such units without regard to local affiliate dues caps.
2. All communities owned or managed by Industry Members that employ on-site administrative staff will be reported to the National Apartment Association. Affiliates will report the name of the property, address, phone, fax and email information to the extent known. This information will be utilized in order to provide a copy of *units* magazine and other NAA information to each of these locations.
3. The owner, property management company, key personnel, and regional manager for rental housing units for which dues have been paid to NAA will all be members of the NAA with regard to services provided to such units. Affiliates should report the name, address, phone, fax and email information to the extent known. This information will be utilized in order to provide a copy of UNITS magazine and other NAA information to each of these individuals.
4. All Associate Members (suppliers), who are members of a State or Local Affiliate, will be reported to the National Apartment Association.

### **DUES STRUCTURE**

1. Dues payment by State and Local Affiliates paid to NAA for owners, developers and property managers ("Industry Members") will be paid on all rental-housing units that are owned or managed by that member. There will be no per member fee paid in concert with the per unit fee. The per unit fee for Industry Members will be \$0.47 per rental housing unit.
2. Dues payment by all State and Local Affiliates paid to NAA for Associate Members (suppliers) will be an annual member fee of \$30 per Associate Member.
3. Dues payment by Industry Members or Associate Members who are not located within the geographic area of an existing State or Local Affiliate ("Direct Members"), will continue to pay an annual membership fee directly to NAA of \$125.00 per member and \$0.75 per rental housing unit, owned or managed.

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# POLICIES & PROCEDURES: NATIONAL APARTMENT ASSOCIATION

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## CHARTER - LOCAL

To qualify for charter status, a local association shall submit the necessary fees and a formal written application to the NAA, signed by the president of the applying association, and attested to by the secretary of such applying local association as having been approved by its local Board of Directors, and certifying:

1. That the jurisdiction requested by such association does not conflict with the jurisdiction of an existing chartered local association or state association;
2. That the applying association will submit to NAA, a membership list including all members of any category for which the local affiliate will remit dues to NAA. Such lists shall be submitted to NAA semiannually. Revisions shall be submitted on a monthly basis. Membership lists shall include each member's contact name, management company and property name, as appropriate, address, telephone and fax number, email address, number of units owned or managed, and classification of membership. Such membership lists shall not be used by the NAA, its staff, officers, or contractors in any way other than official mailings of NAA unless otherwise authorized by a two-thirds (2/3) vote by the Board of Directors;
3. That such local association represents the rental housing industry in the jurisdiction applied for, and is comprised of not fewer than twenty (20) members in good standing of which at least ten (10) shall be owners, builders, or developers of rental housing property, or companies that manage rental housing property;
4. That an opportunity be given to all present members of the NAA within the requested jurisdiction to become members of such local association, provided such members meet the membership requirements of such local association;
5. That the bylaws of the applying association do not conflict with the aims and purposes of NAA. Copies of the applying local association's bylaws shall be forwarded to NAA for its prior approval;
6. That the applying local association is a member of a chartered state association, if one exists, or will become a member within one (1) year after the chartering of the appropriate state association by the NAA;
7. That a completed application and corresponding materials are received from the applying association, in addition to a non-refundable \$250 charter application fee.
8. That the local affiliate will comply with the terms of the NAA Member Service Pledge.
9. That such local association agrees to promote NAA goods and services to members and encourage member participation in NAA.

The territory assigned to any chartered Local Affiliate may be revised by the chartered State Association at any time. The chartered State Association may request the NAA Board of Directors to conduct this revision or to review its decision.

Increases or reductions in the area of jurisdictional rights regarding membership in NAA, approved by a majority vote of the Board of Directors of NAA, shall be binding upon the chartered local association provided a minimum of at least thirty (30) days notice of the proposed change has been given the chartered local association and said association has had an opportunity to comment or protest the pending action before the NAA Board of Directors.

### **Communications.**

Each Affiliate, where feasible, shall distribute to members for whom they pay dues, communications sent to the association by the NAA.

### **Education Courses.**

Each Affiliate that conducts educational courses must promote NAAEI education courses, but may use additional noncompetitive educational courses. No educational material will be made available if there is an outstanding delinquent balance on the account of any Affiliated Association.

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# POLICIES & PROCEDURES: NATIONAL APARTMENT ASSOCIATION

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## **Membership Lists.**

Member Lists shall be submitted to NAA semi-annually. Revisions shall be submitted on a monthly basis. Membership lists shall include each member's contact name, management company and property name, as appropriate, address, telephone and fax number, email address, number of units owned or managed, and classification of membership. Such membership lists shall not be used by the NAA, its staff, officers, or contractors in any way other than official mailings of NAA unless authorized by a two-thirds (2/3) vote by the Board of Directors.

**Member Service Pledge and Compliance Checklist.** State and local associations affiliated with the National Apartment Association are required to submit the *Member Service Pledge* and *Compliance Checklist* form on an annual basis. NAA agrees to also submit the Compliance Checklist on an annual basis and provide it to its affiliated associations. (*Pledge and Compliance Checklist included*).

## **Roster Reporting Form.**

Twice per year, NAA affiliates are required to submit a roster reporting form, identifying the number and classification of members.

Failure to comply with submitting the semi-annual affiliate roster will be handled in the same manner as failure to pay dues in Article V Section 3 of the NAA Bylaws.

NAA reserves the right to audit the membership roster at any time to ascertain whether the Affiliate is accurately reporting all of the respective required information, and that the Affiliate is operating in compliance with the NAA Bylaws and Policies & Procedures.

## **Publications.**

The publications and other suitable printed materials, i.e. letterhead, membership certificates, etc., of each Affiliated Local Association shall designate membership in NAA using the style and format established and provided by NAA and place the NAA logo on their publications and mailing materials, if appropriate.

## **CHARTER - STATE**

To qualify for charter, the state association shall submit to NAA a formal written application, together with charter fees and other applicable fees, signed by the president and secretary of the applying association, and certifying:

1. That the state association's board of directors has approved the application.
2. That the bylaws of the applying state association do not conflict with the Bylaws of NAA. Copies of the applying state association's bylaws shall be forwarded to NAA for its prior approval.
3. That the State Affiliate must be incorporated or registered with the state.
4. That existing NAA Affiliates within the state either already are or will become members of the new state association within one year, as evidenced by a letter written by the existing Affiliate's Board of Directors.
5. That the state association would meet at least once each year either in person or telephonically.
6. That the state affiliate will comply with the terms of the NAA Member Service Pledge.
7. That the state association agrees to promote NAA goods and services to members and encourage member participation in NAA.

A new Affiliate cannot apply for a state charter during the first year of membership with NAA.

Other associations may be accepted in an area or any portion thereof upon submission to the NAA of an instrument in writing signed by the president and secretary and approved by the board of directors of the existing chartered state or local association in the area specifically waiving their exclusive jurisdiction over that area or any portion thereof with regard to a specific applicant association. All such applications must have the approval of a majority of the Board of Directors of the NAA.

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## POLICIES & PROCEDURES: NATIONAL APARTMENT ASSOCIATION

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### **Communications.**

Each chartered state association, where feasible, shall distribute to members for whom they pay dues communications sent to it by the NAA.

### **Education Courses.**

Each chartered state association that conducts educational courses must promote NAAEI education courses, but may use additional noncompetitive educational courses. No educational material will be made available if there is an outstanding delinquent balance on the account of any Affiliated Association.

### **Membership Lists.**

In the case where any member is only a member of the State Affiliate, the state association shall include such members on a membership list and shall be submitted to NAA semiannually. All directives required by Affiliates are also required of state affiliates with members who are not represented by local Affiliates. Such membership lists shall not be used by the NAA, its staff, officers, or contractors in any way other than official mailings of NAA unless authorized by a two-thirds (2/3) vote by the Board of Directors.

**Member Service Pledge and Compliance Checklist.** State and local associations affiliated with the National Apartment Association are required to submit the *Member Service Pledge* and *Compliance Checklist* form on an annual basis. NAA agrees to also submit the Compliance Checklist on an annual basis and provide it to its affiliated associations. (*Pledge and Compliance Checklist included*).

### **Publications.**

The publications and other suitable printed materials, i.e., letterhead, membership certificates, etc., of each chartered state association shall designate membership in NAA using the style and format established and provided by NAA and place the NAA logo on their publication and mailing material, if appropriate.

## **CHARTER - INTERNATIONAL**

To qualify for charter, the international association shall submit to NAA a formal written application, together with charter fees and other applicable fees as outlined below:

1. International Associations representing rental housing companies can join NAA as an "International Affiliate" and pay an application fee of \$250 U.S.
2. The applying association must submit all of the required documentation outlined on the Affiliate Charter Application.
3. The International Affiliate must pay the base dues rate, as established by the Assembly of Delegates, for management company, property, supplier/vendor or other member. There is no per unit fee charged, but the total number of units represented must be reported by the association.
4. International Affiliates will be assigned a region by the Membership Committee at the time the charter is approved. The Affiliate will not be assigned a delegate, and will not have representation at the Assembly of Delegates, beyond that of the Regional Vice President.

## ***COMMUNICATIONS***

### **Logos.**

State and local affiliates may use the NAA Logo on their letterhead, envelopes, business cards, magazine, applications, brochures, newsletters, trade show booths and display materials.

Any member in good standing may use NAA's trademark logo on their business stationery, cards, or other business material indicating their membership in NAA (e.g. "Proud Member of NAA or "Member NAA"). Provided that no member shall use NAA's mark in any way that would imply NAA's endorsement of the member or its products or services.

Any abuse or violation of this policy will result in revocation of this license.

## ***FINANCIAL MANAGEMENT***

### **Audit.**

The financial statements of the Association shall be audited not less than annually by a certified public accountant that shall be appointed by the Board of Directors and who shall provide an audited financial statement to the Board of Directors.

### **Budget.**

The Board of Directors shall adopt in advance of the next fiscal year, annual operating and capital budgets.

The annual budgets are subject to approval of the Assembly of Delegates at the annual meeting.

### **Collection.**

No products or services will be made available if there is an outstanding delinquent balance on the account of any Affiliated Association.

### **Expense.**

Overhead and indirect costs are not an allowable expense for outsourced research projects conducted by, but not limited to, universities.

### **Fiscal Period.**

The fiscal period of the Association shall be January 1<sup>st</sup> through December 31<sup>st</sup>.

## ***GOVERNANCE***

### **ASSEMBLY OF DELEGATES**

#### **Allocation.**

Delegates will be allocated based upon the percentage of NAA's national affiliate dues billed for the May 1 through April 30<sup>th</sup> period, and received prior to the end of that twelve month time period ending (April 30). All dues paid by an affiliate will be attributed to the state in which the affiliate is chartered. International members will not receive any delegates, and as such, dues paid by international members will not be used in the calculation of delegates.

Delegates should be reported to NAA by November 1<sup>st</sup> of each year for the following year but no later than January 1.

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# POLICIES & PROCEDURES: NATIONAL APARTMENT ASSOCIATION

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## BOARD OF DIRECTORS

### **Attendance.**

Absence at any regular Board meeting by a Board member must be preceded by written notice to the Secretary of the Association stating the reason for such absence. Such notice may be reviewed by the Board of Directors. Any Board member who fails to attend two consecutive regular Board meetings without approval may be removed from the Board.

### **Election of Regional Vice Presidents.**

Odd numbered regions will elect their Vice Presidents to serve a two-year term beginning in odd calendar years. Even numbered regions will elect their Vice President to serve a two-year term beginning in even calendar years.

Additional Regional Vice Presidents will be based upon the percentage of NAA's national affiliate dues billed for the May 1 through April 30 period, and received prior to the end of that twelve month time period (April 30). All dues paid by an affiliate will be attributed to the region in which the affiliate is chartered.

Each May, prior to June Education Conference, the status of additional Regional Vice Presidents will be reviewed based upon the previous year's dues paid (billed and received) by Affiliates in the region ending April 30<sup>th</sup>. Regional Vice Presidents may be elected during the June Education Conference but no later than September 1. Regional Vice Presidents will be installed during the Assembly of Delegates in November for the following year.

Should a change become necessary due to one region surpassing another in national dues paid, regions involved will be notified and the addition or deletion of a Regional Vice President will become effective beginning in January regardless of the initial term elected.

Dues received from international members will not be used in the calculation to determine regional vice presidential positions. Regional Vice Presidents are responsible, however, for serving the all of the members within their region.

At the time of charter approval the Board of Directors will determine how members and units will be allocated for purposes of RVP and delegate distribution if the affiliate's approved territory crosses regional lines.

### **Removal.**

If in the judgment of two-thirds of the Board of Directors present and voting, due cause is found for the removal of a board member, such member shall be advised in writing by the Secretary, the basis for such decision. Within fourteen (14) days of receipt of notice from the Secretary, the board member must give written notice to the Secretary of the intention to appeal to the Assembly of Delegates at the next regular meeting and shall retain full rights as a Board member until the appeal is acted upon and removal is sustained by a two-thirds (2/3) majority vote cast. The subject Board member shall not be present when the vote is taken.

### **Minutes.**

Minutes of any Board of Directors' meeting will be sent to the affiliated associations by the Secretary of NAA no later than thirty (30) days after the Board of Directors' meeting.

**Special Ballot.** The Board of Directors may authorize a vote by mail, email or telephone. The question thus presented shall be determined according to a majority of the votes received within fifteen (15) days after such submission to the Board, or within a specific time frame as determined by the Chairman of the Board; provided that in each case votes of at least fifty-one percent (51%) of the number of Board members shall be received.

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# POLICIES & PROCEDURES: NATIONAL APARTMENT ASSOCIATION

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## COMMITTEES

**Committee Appointments.** Standing committee appointments are submitted each year by November 1<sup>st</sup> from the Chairman of the Board and Regional Vice Presidents for terms of service beginning the following year.

Regional Vice Presidents may appoint one "alternate" member for each regular committee member. (Regions with more than one voting Regional Vice President may appoint one additional representative). In the absence of an appointed committee member, an alternate may vote. The Chairman of the Board may appoint regular or alternate members to committees if the region has not submitted appointments when due.

### **Budget and Finance Committee.**

The Budget and Finance Committee will be composed of regional representatives with one (1) representative from each region; up to two (2) appointees of the Chairman of the Board; and the Treasurer, who will serve as Chairperson of this Committee. Regions with more than one Regional Vice President may appoint one additional representative.

The Budget and Finance Committee shall prepare budgets and monitor expenditures of NAA. Said budgets are to be submitted to the Board of Directors at least forty-five (45) days prior to the annual meeting for the subsequent fiscal year.

### **Education Conference Committee.**

The Education Conference Committee Chairperson will be appointed by the Chairman-Elect to serve a term of one (1) year. The Chairperson shall have complete discretion to determine the number of members of this committee and to appoint those members.

The Education Conference Committee shall organize and promote a specific Education Conference to be held during that person's term as President, as authorized by the Board of Directors. Their term shall begin with his/her appointment and end after the specific conference for which he/she was appointed to chair.

### **Independent Rental Owners Committee.**

Independent Rental Owners' Committee (IROC) shall be composed of regional representatives with one (1) representative from each region and two (2) appointees of the Chairman of the Board. Regions with more than one Regional Vice President may appoint one additional representative. The Chairman of the Board shall appoint the Chairperson of the IROC to serve a term of one (1) year.

The IROC shall be the advocate for all independent owners to the Board of Directors and Assembly of Delegates.

### **Legislative Committee.**

The Legislative Committee will be composed of regional representatives with one (1) representative from each region, Immediate Past Chairperson of the Legislative Committee, National Issues Subcommittee Chair, State and Local Issues Subcommittee Chair, NAA Political Action Committee (NAA PAC) Subcommittee Chair, the NAA President (as Treasurer of the NAA PAC) and up to two (2) appointees of the Chairman of the Board.

Regions with more than one Regional Vice President may appoint one additional representative. The Chairman of the Board shall appoint the Chairperson of the Legislative Committee to serve a term of one (1) year.

The Legislative Committee shall propose the legislative agenda and promote this legislation in the manner prescribed by the Board of Directors and/or Assembly of Delegates. The Legislative Committee shall also approve all disbursements from the (NAA PAC).

The Legislative Committee will consist of three subcommittees: National Issues, State and Local Issues, and NAA PAC. The NAA Chairman of the Board shall appoint the chairpersons of each subcommittee.

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## POLICIES & PROCEDURES: NATIONAL APARTMENT ASSOCIATION

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The Legislative Committee will act as a legislative communications liaison at all NAA national meetings. The NAA staff will act at all other times as the communications liaison to the Joint Committee with the National Multi Housing Council, the Board, and the NAA membership.

The NAA representatives to the NAA/NMHC Joint Legislative Committee shall be appointed by the NAA Chairman of the Board.

NAA may establish and maintain a Political Action Committee pursuant to the Federal Election Campaign Act of 1971 as amended. The President of NAA shall be the Treasurer of any such Committee or fund.

### **Membership Committee.**

The Membership Committee will be composed of regional representatives with one (1) representative from each region, and up to two (2) appointees of the Chairman of the Board. Regions with more than one Regional Vice President may appoint one additional representative. The Chairman of the Board shall appoint the Chairperson of the Membership Committee to serve a term of one (1) year.

The Membership Committee shall determine eligibility or ongoing eligibility of membership for any state, local, or direct member after the NAA staff has provided sufficient documentation on which to make such determination.

Reports will be made to the Board of Directors by the Membership Committee Chairperson regarding membership counts, eligibility, and other related action items during each of the regularly scheduled Board of Directors meetings.

### **Nominating Committee.**

Nominating committee appointments are submitted each year by January 1<sup>st</sup> from each Region. The Chairman of the Nominating Committee will appoint three (3) Past Chairman of the Board to serve on the Nominating Committee.

Members serving on the Committee from each region must be an owner/manager with a minimum of 3 years national volunteer experience with the National Apartment Association preferably having served on the NAA Board or the Assembly of Delegates.

The members of the Nominating Committee will be announced to the Board during the January Board meeting and will have its first scheduled meeting no later than the Capitol Conference each year.

Members of the Committee are expected to attend each meeting and participate in the interview and nomination process. Candidates selected must have 10 committee votes to be appointed to the slate of officers. No proxy votes will be allowed.

No member of the Nominating Committee may be a nominee.

The Committee will decide via conference call who they will interview prior to their scheduled meeting.

An extensive interview process will be conducted by the Committee during the Fall Board of Directors Meeting.

Committee will vote by ballot and tally results. Nominee must receive 10 committee member votes to secure a nomination.

Slate of proposed Officers by the Nominating Committee will be announced during the Fall Board of Directors meeting.

In order to be nominated for Chairman of the Board or Chairman-Elect, an individual must have served on the Board of Directors for at least two (2) years and shall have served as a Regional Vice President or National Committee Chairperson of the Legislative Committee, Education Conference Committee, Budget & Finance Committee, Membership Committee or Independent Rentals Owners Committee. Nominations received for an officer position will be announced during the Joint Board and Assembly Meeting during the Education Conference.

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## POLICIES & PROCEDURES: NATIONAL APARTMENT ASSOCIATION

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The Committee will report to the Board of Directors and the Assembly of Delegates the slate of officers to be submitted for election at least thirty (30) days prior to the annual meeting. Any additional nominations from the delegation for an available officer position must be received by the Committee at least fifteen (15) days prior to the annual meeting. No nominations will be accepted from the floor. The Chairman-Elect automatically becomes Chairman of the Board the following year. No nominations will be accepted for Chairman of the Board.

### **Past Chairmen's Committee.**

Past Chairmen's Committee shall be composed of all NAA Past Chairmen. The Chairperson shall be the Immediate Past Chairman of NAA. Their purpose shall be to consult and advise the current Officers. They will have one scheduled meeting each year. Other meetings may be scheduled at the discretion of the Chairperson.

### **Privatized Military Housing Committee**

The Privatized Military Housing Committee focuses on this specific segment of rental housing. The Chairman of the Board appoints the chair of the Privatized Military Housing Committee who selects committee members that are, in turn, approved by the Chairman of the Board.

### **Student Housing Committee.**

The Student Housing Committee explores opportunities in the unique student housing market. It also plans and hosts an industry-wide, national student housing conference each year for this segment of the multifamily housing market. The committee chair is appointed by the incoming Chairman of the Board. Appointments to the committee are made by the committee chair and approved by the NAA Chairman of the Board.

**Education Institute.** The National Apartment Association Education Institute (NAAEI) is the education and research arm of the National Apartment Association.

It will be the preeminent national provider of education and apartment career development programs for the apartment industry; and the sponsor of industry research, benefiting apartment operators, their associates, supplier partners and apartment residents.

The mission of the NAA Education Institute is to provide broad-based education, training and recruitment programs that attract, nurture and retain high-quality professionals and develop tomorrow's apartment industry leaders; and to conduct research that benefits the apartment industry and its residents.

The NAA Board of Directors approves all members of the Institute Board. The NAAEI President is elected by its own Board of Directors. Members of the various Institute committees are approved by the Institute Board. There is an application that must be completed for review by the Institute Board for all committee members.

### **Special Ballot.**

Committees may authorize a vote by mail, email or telephone. The question thus presented shall be determined according to a majority of the votes received within fifteen (15) days after such submission to the Committee, or within a specific time frame as determined by the Chair; provided that in each case votes of at least fifty-one percent (51%) of the number of Committee members shall be received.

## ***NATIONAL SUPPLIERS COUNCIL***

### **Dues.**

Dues of NSC members shall be paid annually in advance, directly based on anniversary date.

### **REVISIONS**

09/19/03 – 10/01/04 – 11/13/04 – 11/19/05 – 06/14/06 - 09/08/06 – 03/13/07 - 10/05/07  
- 03/10/09



## NATIONAL APARTMENT ASSOCIATION MEMBER SERVICE PLEDGE

This MEMBER SERVICE PLEDGE is being made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ between the National Apartment Association (NAA) and the  
\_\_\_\_\_, an Affiliated Association of NAA.

Our members are the property owners, property managers, builders, developers and suppliers of rental housing. Both the National Apartment Association on a national level and [Affiliated Association's Name] on a [State/Local] level commit to provide goods and services to our members in a professional manner to assist them in advocating, communicating and education for the apartment industry.

### **I. What our members can expect from NAA**

NAA agrees to assist our members by providing, as requested, in a manner consistent with NAA's Bylaws and Policies & Procedures, the following services:

- a. Legislative and regulatory information and advocacy.
- b. National public relations activities and information.
- c. Association governance and leadership support.
- d. Assistance in developing and presenting educational programs.
- e. Current information about industry issues.
- f. Liaison with HUD, the Internal Revenue Service, the Federal Election Commission or other Federal agencies desired by the Affiliated Association.
- g. Membership development assistance.

- h. Access to all programs and products of the National Apartment Association Education Institute including the designation programs of CAM, CAMT, CAPS, CAS, NALP as well as non-designation education products.
- i. The use of the name and any and all trademarks or service marks, which NAA owns to assist the affiliated association's representation of our members.

## **II. What our members can expect from Affiliated Associations.**

- a. Development and delivery of valuable products and services to meet the needs of local members.
- b. The Affiliated Association shall take all appropriate action to sustain and promote membership growth.
- c. The Affiliated Association shall develop procedures to ensure that the interests of its members are represented.
- d. Delivery of NAA/NAAEI products and services, as well as other locally administered continuing education programs.
- e. Compliance with NAA's Bylaws and Policies & Procedures.
- f. Collection of member dues and accurate reporting to NAA according to the NAA dues formula.
- g. Provide basic monitoring and advocacy on government activities in their jurisdictions to the extent possible.
- h. Encourage member involvement in the political process on behalf of the industry.
- i. The Affiliated Association shall regularly share with NAA, state and local government activities to the extent possible.

**III. What our members can expect from NAA and [Affiliated Association's Name]**

- a. An organizational structure that facilitates delivery of goods and services.
- b. Financial Integrity, maintenance of books and records available for inspection by our members.
- c. Insurance policies designed to protect our members and the assets of our respective organizations, as appropriate.
- d. Compliance with all applicable laws and regulations.

**IV. Relationship of the Parties**

- a. The Affiliated Association shall remain in good standing and in compliance with NAA Bylaws and Policies & Procedures.
- b. NAA and the Affiliated Association are not and shall not be considered joint ventures, partners, legal representatives, or agents of each other. At no time shall either party represent itself to be acting in any of these capacities. Except as provided in this Pledge, the Affiliated Association shall conduct its business and activities according to its sole judgment and discretion.
- c. Neither NAA nor the Affiliated Association shall have the right to obligate the other party in any manner and shall not make, or represent that it has the power to make any agreement, express or implied on behalf of the other.
- d. Neither NAA nor the Affiliated Association shall be liable for any act or omission, or for any debt or other liability of the other.

**V. Association Obligations**

- a. To ensure that each National, State, and Local organization is meeting its obligations to our members, NAA and the [Affiliated Association's Name] agree to certify annually that it continues to operate in compliance with NAA's Bylaws and Policies & Procedures.
  
- b. Upon failure to submit an annual compliance checklist or if the responses are incomplete, NAA, upon request of the NAA Board of Directors, may contact the Affiliated Association to ask if they are experiencing problems and to offer assistance with any issues and/or challenges they may have.

**IN WITNESS WHEREOF**, the parties hereto have caused this Pledge to be executed by their duly authorized representative.

NATIONAL APARTMENT ASSOCIATION

By: \_\_\_\_\_  
DATE

(AFFILIATED ASSOCIATION)

By: \_\_\_\_\_  
DATE



## NATIONAL APARTMENT ASSOCIATION

State and local associations affiliated with the National Apartment Association are required to submit this *Compliance Checklist* form on an annual basis. NAA agrees to also submit the Compliance Checklist on an annual basis and provide it to its affiliated associations.

This self-assessment is to be reviewed annually by each NAA affiliated association board of directors, signed by its chief elected (*president or chairman*) and chief executive (*association executive*) officer, and returned to NAA by (*date*) accompanied by a copy of the minutes from the board of directors meeting, which indicates that the document was approved.

AFFILIATED ASSOCIATION NAME \_\_\_\_\_

The association's board of directors agrees that to the best of their knowledge and belief:

- 1. The association's by-laws were last reviewed on \_\_\_/\_\_\_/\_\_\_ (*mm/dd/yy*) and are in compliance with the governing documents of NAA.
- 2. The association's organizational policies, mission and organization chart(s) were last reviewed on \_\_\_/\_\_\_/\_\_\_ (*mm/dd/yy*) and meet the ongoing needs of the organization.
- 3. The association is keeping a record (*minutes*) from all of its Board of Directors meetings.
- 4. The association is providing  industry advocacy,  education,  communications and  business networking activities that meet the ongoing needs of the members. (Check as appropriate).
- 5. The Affiliated Association is responsible for maintaining the insurance coverage necessary to protect the association, directors, officers and staff, as appropriate.
- 6. The association is adequately addressing its fiscal responsibilities by meeting one of the following guidelines (Check as appropriate):
  - ) We have had an audit or a financial review conducted by an outside CPA within the past 2-years, or
  - B) We are keeping and approving the following financial documents:  1) copies of bank account signature cards with appropriate restrictions or other documentation as directed by their governing body;  2) monthly checking, investment and other bank account reconciliations;  3) quarterly reviews of check registers;  4) quarterly reviews of financial statements (*balance sheets and statements of operation*) recorded in board minutes;  5) copies of verifications (*bank statements, maturity notices for CDs or money market funds*); and  6) most recent IRS form 990 or comparable forms on file.

Approved by the association's board of directors on (date) by:

\_\_\_\_\_  
President

\_\_\_\_\_  
Association Executive

AMERICA'S LEADING ADVOCATE FOR QUALITY RENTAL HOUSING