



Chapter Contract

Contract Between National Organization and Local Chapter

Chapter Name

Date

When executed between an officer of the National Aging in Place Council® (hereinafter referred to as “NAIPC®”) and an officer of the local chapter (hereinafter referred to as the “Chapter”), this document will serve as a contract between the two organizations. All terms agreed to in this contract will be the only terms of agreement between the organizations unless modified by a subsequent agreement also executed by representatives of each party.

For the purpose of this document, the term “NAIPC®” will refer to the organization and all employees of the organization. The term “Chapter” will refer to the organization and all members of the organization.

In no case shall this agreement interfere with or negate the NAIPC® bylaws. In the event this does occur, the NAIPC® bylaws will take precedent.

It is hereby agreed that NAIPC® is a national trade association registered with the Internal Revenue Service as a 501(c)(6) non-profit association. NAIPC® hereby grants the members of the association residing in the vicinity as defined by this agreement the right to form and organize a local Chapter providing the terms of this agreement are adhered to:

1. **Definition of a “Chapter.”** A Chapter is a group of NAIPC® members who live or work in a particular locality and who, as a matter of geographic convenience, organize themselves to promote the goals of NAIPC® cooperatively. Chapters can engage only in activities that conform to NAIPC®’s goal, policies, and procedures laid out by the by-laws.
2. **Bylaws.** The chapter agrees to abide by the bylaws of NAIPC® (which bylaws are attached as an exhibit of this document).
3. **Use of trademark.** The names “National Aging in Place Council®” and “NAIPC®” are registered by NAIPC® and are not permitted to be used without permission. Nor is the use of a locality name with Aging in Place Council, such as Cincinnati Aging in Place Council, permitted without permission. The NAIPC® logo is trademarked and cannot be used without permission. All official chapters of NAIPC® are permitted use of the name and the trademark.
4. **Membership.**
 - a. Only NAIPC® members in good standing may be Chapter members. All NAIPC® members residing or working within the boundaries of the Chapter may voluntarily assign themselves to that Chapter.

- b. The Chapter shall verify during the application process that the potential Chapter member is a current NAIPC® member before granting chapter membership. If the potential Chapter member is not an NAIPC® member, the Chapter will provide the Chapter applicant with an NAIPC® membership application, and Chapter membership shall be approved after the applicant has been accepted for NAIPC® membership and has paid NAIPC® and Chapter dues.
 - c. All NAIPC® members must sign and adhere to the Code of Conduct.
5. **Forming a chapter.** A Chapter will be formed and recognized when ten members have applied and been accepted and paid national and local dues. In the event a chapter goes below ten registered members, it must consult with NAIPC® about its recognition status.
6. **Constraints. Local Chapter:**
- a. Will operate under rules and procedures that are consistent with the governing bylaws and operational policies and procedures of NAIPC®. Any variation from the governing documents shall be approved through NAIPC®'s Board of Directors prior to becoming effective.
 - b. Will not own real estate, obligate NAIPC® to any financial or other commitment, and only use the NAIPC® name within the guidelines outlining use of NAIPC® name and logo;
 - c. May establish as appropriate a Chair, Vice Chair, and such other leadership positions as may be necessary to carry out chapter activities and/or Chapter Committees for the purpose of discussing or acting upon Chapter business;
 - d. May assess supplemental funds for the purpose of conducting Chapter business and/or events. All Chapter funds are collected and retained by the national organization and are accounted for separately. The Chapter funds are dispersed via a budget that is created by the Local Chapter and approved by the NAIPC® Board; and
 - e. Shall not during the term of this agreement or for a period of six months following the expiration of the term or the termination of this agreement form a relationship with, join or become a Chapter of any other trade association support in the Aging in Place concept without the express prior written approval, in its discretion, of NAIPC®.
7. **Responsibilities of NAIPC® to local chapter.** NAIPC® will provide recognized local Chapter with:
- a. Usage of the name and trade-marked logo;
 - b. Coverage under our 501 (c)(6) not for profit association status;
 - c. National financial and tax management, and reporting;
 - d. A national public relations and advocacy campaign to build awareness of aging in place issues and draw attention to services of NAIPC® members.
 - e. A national website that contains a landing page exclusively devoted to each Chapter as well as listing of all members of each local chapter in the Guide to Service Providers;
 - f. A set of bylaws and Code of Conduct;
 - g. Guidelines and starter kits for establishing local Chapters;
 - h. Membership applications, membership registration, and dues collection process;
 - i. A national administrative staff.

8. **Responsibilities of the chapter to the NAIPC®.** The Chapter will be responsible for:
 - a. Maintaining a paid and approved membership of at least 10 members at all times;
 - b. Promoting the values of NAIPC® within your jurisdiction, including enforcing the Code of Conduct, bylaws, and accountability procedures;
 - c. Creating your Chapter's set of bylaws;
 - d. Recruiting members for NAIPC® and the Chapter within your community;
 - e. Providing networking opportunities for your members;
 - f. Establishing your Chapter as a local source of information, expertise, and resources;
 - g. Maintaining your Chapter's information on the NAIPC® website;
 - h. Providing all financial records and validation required by NAIPC®;
 - i. Organizing and executing events for National Aging in Place Week in your community; and
 - j. Appointing a delegate who shall track attendance and membership participation and communicate these records with NAIPC® regularly.
9. **Rights of approval.**
 - a. NAIPC® will have approval of:
 - i. Admittance of chapters into the national organization, eligibility requirements for both NAIPC® and chapters, a contract defining the relationship between NAIPC® and Chapter;
 - ii. The requirements for membership in both NAIPC® and Chapter;
 - iii. All members for NAIPC® and Chapter;
 - iv. The bylaws drafted by the Chapter;
 - v. Use of the NAIPC® logo and name;
 - vi. Any and all public advertising done by NAIPC® or the chapter that utilizes the logo or name;
 - vii. The structure and responsibilities of the Council of Chapters; and
 - viii. Any utilization of the NAIPC® or chapter membership list.
 - b. The local Chapter will have approval of:
 - i. Arranging Chapter meetings and setting their agendas;
 - ii. The use of the Chapter dues; and
 - iii. Organizing and administering local aging in place events.
10. **Council of Chapters.** NAIPC® will organize and administer a Council of Chapters. Each chapter will have one representative on the Council of Chapters. The Council of Chapters will meet bi-annually either by phone or in person to discuss NAIPC® policy, events, and operation.
11. **Chapter Boundaries.** Chapter will submit suggested geographical boundaries to NAIPC® for approval. NAIPC® will make best efforts to maintain those boundaries. In the event members in a community located within the boundaries submit application for a new chapter, NAIPC® will review the application with the existing Chapter. Final approval of all new chapters will be at the sole discretion of NAIPC® and will be based on an evaluation of the contribution of the presence of the new chapter to the goals of the

organization.

12. **Ethics Committee and Review.** NAIPC® will organize and maintain an Ethics Committee made up of six members from chapters and the officers of NAIPC®. The Ethics Committee will be responsible for upholding the Code of Ethics and reviewing any reported violations by members. The Committee will issue a review process for members found to be in violation of the Code.
13. **Financial Management.** NAIPC® will be fully responsible for financial management of the organization. Attached please find a document outlining the financial relationship between the NAIPC® and Chapter. The Chapter will be responsible for following the procedures as described in that document.
14. **Disputes.** In the event there are disputes or disagreements between NAIPC® and Chapter arising under this agreement or the relationship it describes, and NAIPC® and Chapter are unable to resolve in good faith through discussions between them, NAIPC® and Chapter agree that suit to resolve such disputes may only be brought by the Chapter in the courts of the District of Columbia, and decided under District of Columbia law without regard to the application of conflict of law principles.
15. **Term of arrangement.** The term of this contract will be in perpetuity or for the life of NAIPC® or Chapter, whichever is longer.

Please sign your name and date of signature below to indicate that you understand the terms listed above.

Name

Date

Chapter

Please return this signed form by fax or email to Jessica Hoefler at f: (202) 265-4435 or jhoefler@dworbell.com.

Thank you,
The National Staff of NAIPC®