



NATIONAL ASSOCIATION OF PROFESSIONAL MORTGAGE WOMEN

LOCAL AFFILIATION AGREEMENT

This Affiliation Agreement is made and entered into this_ day of_ 20 by and between the National Association of Professional Mortgage Women ("NAPMW"), a not-for-profit corporation, and the NAPMW- _____ ("Local"), for mutual consideration. The Parties agree to work together to provide business, personal and leadership development, and training to advance women in mortgage-related professions.

I. Grant of Charter

A. Charter. Having met the requirements for forming a NAPMW Local Association, as specified in NAPMW's Operating Procedures and Extension Handbook, NAPMW hereby grants to the LOCAL, and the LOCAL accepts by action of its governing body, a charter to be a Local Association of NAPMW. The LOCAL shall use the designation:

"NAPMW _____"

B. Territory. The LOCAL is authorized to operate within its geographic region, which shall specifically include: _.

II. Obligations of NAPMW

A. NAPMW Shall:

1. Permit the LOCAL to utilize the NAP MW name in the name of the LOCAL and permit use of the NAPMW name and logo in accordance with NAPMW's Trademark and Logo Use Guidelines.
2. Provide LOCAL leadership support to maintain and enhance the NAPMW-LOCAL relationship.
3. Make products and services available to the LOCAL that are designed to help the LOCAL carry out its responsibilities under the Agreement.
4. Notify the LOCAL of educational and other opportunities available to LOCAL members, including those activities of NAPMW that may take place within the territory of the LOCAL.
5. Provide a page within the NAPMW website for the promotion of LOCAL programs, products, and services.

B. NAPMW shall notify the LOCAL of changes to criteria for eligibility to be a LOCALs.



III. Obligations of the LOCAL

- A. The LOCALS' obligations under this Agreement shall include the following:
1. Promote membership in NAPMW.
 2. Acknowledge that membership in NAPMW is achieved only by combined membership in the Local and National organizations or by direct Association membership in NAPMW where no Local exists. Members of one Local Association may join another Local Association as Affiliate Members as defined in the Local Association's Operating Procedures.
 3. Promote and encourage the use of NAP MW programs, products, and services.
 4. Comply with NAPMW's Articles of Incorporation, Bylaws, Operating Procedures, Leadership Resources, Financial Management Handbook, IRS guidelines, and laws.
 5. The LOCAL shall not collect any membership dues for renewing members during the annual billing cycle according to the procedures set forth in the NAPMW Operating Procedures, unless granted written permission by NAPMW.
 6. The LOCAL shall be responsible for developing programs and services that appeal to members' interests including, but not limited to, educational programs and seminars.
- B. Access to Records. Upon request by NAPMW, the LOCAL shall allow NAPMW to review the books and records of the LOCAL. It is understood that such a request will be made in a reasonable fashion so as not to disrupt the LOCAL'S activities.
- C. Fiscal Year. The LOCAL shall adopt a June 1 to May 31 fiscal year.
- D. The LOCAL shall use its funds only to accomplish the objectives and purposes specified in NAPMW's and the LOCAL'S governing documents. The LOCAL acknowledges that NAPMW would not be able to hold Local Association Board members harmless from liability for any ultra-vireos actions contrary to the Associations' governing documents.
- E. Compliance with laws and insurance. Each party warrants that it has and shall continue to comply with all applicable laws, regulations, and other requirements that may affect its performance with this Agreement. Each party warrants that it shall make all required filings such as tax filings, as may affect its corporate or tax status. Each party shall maintain appropriate insurance.



IV. Domain Names, Websites and Social Media Accounts

- A LOCALS are encouraged to purchase domain names that identify the Local Association's activities and events. LOCAL domain name registration and website administration shall generally be conducted at the local level, however NAPMW shall be listed as a co-owner of all domain names, websites and social media accounts and NAPMW shall be granted administrative authority and access, such as separate login account, for use in exceptional circumstances as determined by the National Board of Directors.
- B. LOCALS are also encouraged to utilize and maintain accounts on social media platforms. Administration and management of social media accounts shall generally be performed at the Local level, however NAPMW shall be listed as a co-owner of all accounts and NAPMW shall be granted administrative authority and access, such as separate login account, for use in exceptional circumstances as determined by the National Board of Directors.

V. Use of Trademark and Copyrighted materials, confidential Information

- A Limited License. NAPMW grants a limited license to the NAPMW name, trademarks, and other logos in accordance with NAPMW's Trademark and Logo Use Guidelines.
- B. Confidential Information. Each party shall, during the term of this Agreement and thereafter, maintain the confidentiality of any or all of the other party's confidential or proprietary information of date owned by it. Such confidential information shall always remain the property of its owner and shall be deemed to be furnished in the party's obligations under this Agreement. Upon termination of the Agreement for any reason, each party shall immediately deliver to the owner all written documentation, including copies of or concerning such confidential information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by its employees, agents, or contractors. The confidentiality obligations under this Section shall survive the expiration or termination of this Agreement.

VI. Separate Entities & Indemnification

- A. Separate Entities. NAPMW and the LOCAL expressly acknowledge and agree that neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The LOCAL is not liable or responsible for the debts or obligations of NAPMW and NAP MW is not liable for the debts or obligations of the LOCAL.
- B. Indemnification. NAPMW and the LOCAL agree to indemnify and hold harmless one another, its officers, directors, employees, and agents from and against any claims, losses, or demands that may result from its willful or negligent acts or those of its officers, directors, employees, or agents

