



AFFILIATION PARTNERSHIP AGREEMENT
BETWEEN

REBUILDING TOGETHER, INC.

AND

REBUILDING TOGETHER AFFILIATE:

Rebuilding Together, Inc. and **Rebuilding Together SOUTH LAKE COUNTY, Inc.** (the “Rebuilding Together Affiliate”) are entering into this affiliation partnership (“Agreement”) as of 31st day of December, 20 13 (the date of this Agreement) in order to further the *Rebuilding Together* vision, mission, and core values. *Rebuilding Together* refers to the charitable endeavors carried on by Rebuilding Together, Inc. and the Rebuilding Together Affiliates embodied in the *Rebuilding Together* vision, mission, and core values, including creating safe and healthy housing. “Rebuilding Together Affiliates” refers to all individual organizations that make up the Affiliate Network. The “Affiliate Network” refers to the collective group of all Internal Revenue Service Section 501(c)(3) organizations that are currently approved by Rebuilding Together, Inc. to operate as *Rebuilding Together* for a specific geographic area.

Rebuilding Together, Inc. is a District of Columbia nonprofit corporation, which acts to further the *Rebuilding Together* vision, mission, and core values on a national basis. Rebuilding Together, Inc. is managed by and under the direction of its Board of Directors (the “National Board” or “Board”), President/CEO, and the officers and employees of Rebuilding Together, Inc.

Background

The *Rebuilding Together* vision: a safe and healthy home for every person.

The *Rebuilding Together* mission: bringing volunteers and communities together to improve the homes and lives of low-income homeowners.

The *Rebuilding Together* core values:

- a. We are committed to helping low-income people, those who are at risk of becoming low-income, and communities in need. We respect the integrity, strengths, and assets of all people. We strengthen lives, homes, and communities.

- b. We are a safe and healthy housing organization with a strong volunteer engagement platform.
- c. We work in partnership with neighborhoods and involve residents in all aspects of our work.
- d. We value collaboration with other groups who share similar goals.
- e. We believe in the quality of the planning, delivery, and evaluation of our services.
- f. We believe in inclusivity and seek to promote a diversity that is reflective of our communities.
- g. We recognize the uniqueness of each affiliate and its community and respect local flexibility and creativity in decision-making and service delivery.
- h. Volunteer service on National Rebuilding Day is our core initiative and common denominator; we seek cost-effective leveraging of donated materials, supplies, and labor.

Rebuilding Together, Inc.

Rebuilding Together, Inc. gives national focus to the *Rebuilding Together* vision, mission, and core values and acts as a resource center and facilitator for start-up and established Rebuilding Together Affiliates. The role of Rebuilding Together, Inc. with respect to affiliates evolves to meet changing needs. At present, its principal functions are to: (1) increase the visibility and recognition of the *Rebuilding Together* brand; (2) provide technical assistance to affiliates; (3) pursue opportunities for affiliate pass-through grants; (4) provide training and professional development opportunities for affiliates; (5) advocate for *Rebuilding Together* and Rebuilding Together Affiliates; and (6) promote the financial stability and sustainability of Rebuilding Together, Inc. and its affiliates. In carrying out these functions, Rebuilding Together, Inc. strives to operate as a top-rated nonprofit, as determined by both the Better Business Bureau's Wise Giving Guide and Charity Navigator, and to conduct itself in a fiscally responsible manner. Presently, Rebuilding Together, Inc. is actively engaged in the following areas: establishing consistent branding; fundraising (through grants, national partners, and affiliate support); national advocacy; arranging insurance for affiliates; new affiliate support and training; supporting Standards of Excellence for affiliates; and acting as an information clearinghouse and communications channel.

Rebuilding Together, Inc.'s Statement of Intent:

- a. Support the work of the Affiliate Network to provide a safe and healthy home for every person;
- b. Focus our collective efforts on the elimination of substandard housing for low-income homeowners;
- c. Provide training, support, and technical assistance to the Affiliate Network;
- d. Provide training and support to assist the Affiliate Network in meeting the standards set forth in the Standards of Excellence;
- e. Embrace the highest standards of ethics and accountability;
- f. Provide excellent customer service to the Affiliate Network;
- g. Employ a team of experts to enhance the service delivery of the Affiliate Network;
- h. Represent and involve the Affiliate Network in our advocacy and public policy initiatives;
- i. Use our collective voice to market and raise the visibility of *Rebuilding Together*;
- j. Promote national initiatives to enhance local visibility of the Affiliate Network;
- k. Promote the consistent delivery of high-quality services across the Affiliate Network;

- l. Cultivate national partnerships to support and enhance the capacity of the Affiliate Network;
- m. Respect local partnerships and information provided to Rebuilding Together, Inc. by the Affiliate Network;
- n. Protect the privacy of any contact information provided to Rebuilding Together, Inc.;
- o. Launch new affiliates to continue to build and strengthen the Affiliate Network; and
- p. Support the uniqueness of each affiliate and their community, and respect local flexibility and creativity in decision-making and quality service delivery.

Rebuilding Together, Inc. strives to provide the Affiliate Network with the following programs and services:

- i. Strategic Positioning, Partnerships, and Development Initiatives
 - a. Active partnerships with housing coalitions and community development organizations to position and build momentum around the *Rebuilding Together* vision, mission, and core values;
 - b. Pass-through funding, when grants and contributions are designated for a Rebuilding Together Affiliate or its locality;
 - c. Special discounts on materials and supplies;
 - d. Access to National Partnerships on the local level; and
 - e. Annual availability of executive summaries of Rebuilding Together, Inc.'s business plan and strategic directions on the Affiliate Resource Center within thirty (30) days of board approval.
- ii. Visibility/Marketing
 - a. National and regional press and public relations activities;
 - b. Brand awareness campaigns;
 - c. National website;
 - d. Social media presence;
 - e. Affiliate marketing tools;
 - f. *Rebuilding Together* publications and special reports on significant issues; and
 - g. E-news and other Affiliate Network communications.
- iii. National Initiatives
 - a. The *Rebuilding Together* national general liability/volunteer accident insurance program;
 - b. The *Rebuilding Together* national insurance program for directors and officers;
 - c. The *Rebuilding Together* national safety resources; and
 - d. Initiatives addressing home modifications, energy efficiency, veterans housing, and other relevant housing-related programming.
- iv. Advocacy
 - a. Advocacy for policy reform and initiatives that affect our Affiliate Network and the clients we serve;
 - b. Advocacy initiatives that engage affiliate representatives;
 - c. Affiliate positioning within local markets to increase visibility and funding streams; and
 - d. Expanded sources of federal funding and funding from private foundations.
- v. Organizational Development
 - a. The *Rebuilding Together* National Conference;
 - b. Workshops to support the mission and business model of the Rebuilding Together Affiliate, such as home modification workshops;
 - c. Regional training workshops;
 - d. Professional training and development;

- e. Teleconferences; and
 - f. Training and guidance to achieve all standards including the Minimum, Better, and Best Levels of the Standards of Excellence.
- vi. Connectivity
- a. A National Affiliate Council (“NAC”) to advise the National Board and Rebuilding Together, Inc. staff on matters that pertain to the health and welfare of the Affiliate Network;
 - b. The *Rebuilding Together* communications network, currently known as the Affiliate Resources Center, which provides opportunities for all Rebuilding Together Affiliates to share information and connect with other Rebuilding Together Affiliates; Regional support networks; and
 - c. Listservs (for executive directors, general interest, marketing and communications, board presidents, and treasurers).
- vii. Technical Assistance
- a. Start-up assistance in the form of “how to” guides, manuals, and training materials, including guides and forms for applying for an Internal Revenue Service Section 501(c)(3) determination letter;
 - b. Manuals, training, coaching, mentors, workshops, and site visits to provide guidance in the areas of:
 - i. Fundraising
 - ii. Public relations
 - iii. Program management
 - iv. Board building
 - v. Advocacy
 - vi. Non-profit management
 - vii. Leadership
 - viii. Transition management
 - c. Information on important program issues related to national housing needs, such as information about the disabled, the low-income, the elderly, and volunteerism; and
 - d. An online library containing best practices and templates from the Affiliate Network.

Rebuilding Together, Inc. will:

1. Maintain our non-profit exemption status under Section 501(c)(3) of the IRS code;
2. Be governed by a diverse Board of Directors as our bylaws require;
3. Meet the Minimum, Better, and Best Standards of Excellence by July 1st of 2014, 2015, and 2016, respectively, or by the same scheduled required by *Strategic Markets* (as defined by Rebuilding Together, Inc.);
4. Make the following available on the Affiliate Resource Center within thirty (30) days of its filing or Board approval:
 - a. IRS Form 990
 - b. Audited financial statements
 - c. Strategic Plan and associated executive summary of annual goals;
5. Follow Generally Accepted Accounting Principles (GAAP);
6. Comply with the Sarbanes-Oxley Act and all other applicable laws;
7. Carry general liability insurance;
8. Carry Directors and Officers Insurance;
9. Work cooperatively with the Affiliate Network to support and promote the *Rebuilding Together* mission;

10. Develop an annual business plan that will include goals and action plans for furthering the:
 - a. Visibility and recognition of the *Rebuilding Together* brand;
 - b. Design of programs to provide technical assistance, training, and professional development to the Affiliate Network; and
 - c. Financial stability of the organization;
11. Provide the NAC with the opportunity to evaluate Rebuilding Together, Inc.'s performance on an annual basis as related to this Agreement;
12. Include financial support for the NAC at substantially the same levels as currently provided in its annual budget;
13. Conduct an annual survey of all affiliates to gauge effectiveness of services, customer service, and programming;
14. Notify the Affiliate Network via E-news when Rebuilding Together, Inc. distributes direct mail campaigns that use rented lists;
15. Utilize the expertise of NAC members, engaging them to consult and advise Rebuilding Together, Inc. on new programs, initiatives, and partnership opportunities; and
16. Use its best efforts to encourage current direct funders of the Rebuilding Together Affiliate to continue to fund the Rebuilding Together Affiliate, at least at the same historic level (as over the past year), even if that funder chooses to fund Rebuilding Together, Inc. Rebuilding Together, Inc. will work with such funders to encourage them to communicate directly with the Rebuilding Together Affiliate in regard to any decisions to change funding to the Rebuilding Together Affiliate, including the reasons for the change.

Rebuilding Together, Inc. acknowledges that affiliates in strategic, high-visibility, and high-need markets require additional attention, support, and enhanced review to assist them in meeting common affiliate standards as prescribed in this agreement and in the Standards of Excellence. All affiliates will continue to receive high quality services and support.

The Rebuilding Together Affiliate

1. The activities of the Rebuilding Together Affiliate must be those activities consistent with *Rebuilding Together*. The Rebuilding Together Affiliate agrees to carry out its mission in its community with affiliate programs that have the following characteristics:
 - a. They execute one or a combination of elements from our core service model, which consists of home repair, home modification, fire safety, and/or energy efficiency programs for low-income and at-risk homeowners, provided at no cost to the recipients. Their work may also include the rehabilitation of non-profit facilities and community spaces, including parks, playgrounds, community centers, and formal/informal gathering places in predominantly low-income communities. Standards for assistance and criteria for at-risk clients, if the Rebuilding Together Affiliate serves at-risk clients, are determined by the Rebuilding Together Affiliate based on income as well as community and individual needs.
 - b. They are programs supported by skilled, unskilled, and professional volunteers.
 - c. They work in partnership with community groups who support our mission.
 - d. They provide high-quality planning, delivery, and evaluation of our core service areas.
 - e. They strive for cost-effective leveraging of donated materials, supplies, and labor.

- f. They may include a fee-for-service program in addition to their no-cost home repair programs to enhance delivery of our core business model. The Rebuilding Together Affiliate must meet all applicable state and local licensing requirements if it chooses to initiate a fee-for-service home repair program and must work within their affiliate service area, mission and bylaws.
 - g. They encourage able-bodied beneficiaries and their families to participate in the renovation of their own homes, to the extent that this is possible.
 - h. They are locally managed, administered, and funded.
 - i. They do not discriminate on the basis of race, religion, ethnic or national origin, gender, disability, or sexual orientation, either against the people they serve or the volunteers who participate.
 - j. They comply with all local and federal laws pertaining to non-profit groups, construction, volunteer management, and all safety standards and lead safety practices, including, but not limited to, the United States Environmental Protection Agency (EPA) 40 CFR 745 rule.
2. The Rebuilding Together Affiliate is entitled to use the name “Rebuilding Together” and the service mark (“logo”) (as it appears on the first page of this Agreement) in conjunction with its *Rebuilding Together* programs. The Rebuilding Together Affiliate agrees to use the name, “Rebuilding Together,” in conjunction with its geographical service area as its corporate name (for example “Rebuilding Together Detroit” or “Rebuilding Together Washington County”), as approved by Rebuilding Together, Inc. The Rebuilding Together Affiliate agrees to use its corporate name together with the logo on all correspondence, publications, and publicity regarding the Rebuilding Together Affiliate’s *Rebuilding Together* programs, except to the extent requested by Rebuilding Together, Inc. for specific projects. The Rebuilding Together Affiliate agrees to use the logo only in accordance with the then current national standards of use specified and provided by Rebuilding Together, Inc. to the Rebuilding Together Affiliate. The Rebuilding Together Affiliate acknowledges that it has received a copy of the current branding standards.

It is agreed that in the event of any disaffiliation for any reason, the Rebuilding Together Affiliate will no longer be authorized to use the *Rebuilding Together* brand, logo, or any distinguishing marks affiliated with the brand and logo, and will immediately cease using such brand, logo, or mark. In the event that any disaffiliated organization or its principal sponsors form a new entity as individuals, it is agreed that they shall not use the words “Rebuilding” or “Together” in any name associated with the new entity, unless that new entity has been approved by Rebuilding Together, Inc. to become a Rebuilding Together Affiliate.

3. The Rebuilding Together Affiliate has selected a service area that has been agreed to by Rebuilding Together, Inc. Rebuilding Together, Inc. encourages the Rebuilding Together Affiliate to define a service area that meets the needs of the community, that has the philanthropic resources to support the efforts of the Rebuilding Together Affiliate, and that the Rebuilding Together Affiliate has the management capabilities to support successfully. Typically, the service area encompasses city or countywide geographic boundaries. If the Rebuilding Together Affiliate wishes to change its defined geographic designation, the Rebuilding Together Affiliate must contact Rebuilding Together, Inc. for a Request for Change of Geographic Designation Form. Requests for a change must be approved by Rebuilding Together, Inc.

4. Uniformity with website and email addresses is important in building the visibility of the *Rebuilding Together* brand. The Rebuilding Together Affiliate will use its best efforts to obtain and use a domain name in the following form: [www.rebuildingtogether\[anytown\].com](http://www.rebuildingtogether[anytown].com) or [.org](http://[anytown].org), and to use an email address in the form of [jdoe@rebuildingtogether\[anytown\].com](mailto:jdoe@rebuildingtogether[anytown].com), or a reasonable variation thereof.
5. The Rebuilding Together Affiliate will file for and maintain its registration as a charitable organization with all applicable state and federal authorities, including the IRS.
6. The Rebuilding Together Affiliate is and will continue to be a non-profit corporation exempt under Section 501(c)(3) of the Internal Revenue Code or, if not now exempt, the Rebuilding Together Affiliate will promptly file an application for a determination letter with the IRS. Failure to promptly acquire and maintain Section 501(c)(3) status will result in termination of the Rebuilding Together Affiliate as a Rebuilding Together affiliate.
7. The Rebuilding Together Affiliate is solely responsible for the organization, operations, publicity, fundraising, compliance with applicable laws, and all other aspects of its local program, all in compliance with this Agreement, including carrying out repair and rehabilitation work in a safe and proper manner and ensuring the completion of all rehabilitation projects undertaken. The Rebuilding Together Affiliate will have sole responsibility to select, train, and supervise volunteers and to hire, fire, terminate, discipline, set the compensation of, prescribe the duties of, and establish the terms of employment of its employees and officers. Rebuilding Together, Inc. shall have no authority with respect to the employment policies or employment decisions of the Rebuilding Together Affiliate. Rebuilding Together, Inc. may consult with and advise the Rebuilding Together Affiliate and its board directly to make them aware of areas of risk or concern regarding affiliate operations. If the Rebuilding Together Affiliate has staff, Rebuilding Together, Inc. will alert such lead affiliate staff person (usually Executive Director or equivalent) of its concerns in advance.
8. Rebuilding Together, Inc. may audit the Rebuilding Together Affiliate for basic compliance with non-profit legal requirements and compliance with the Standards of Excellence, but such audits may occur no more than once in every two (2) year period. The audit may take the form of a desk audit and call for documents or site visit audit. The audit shall be conducted upon reasonable prior notice, during normal business hours, and in a manner so as to not unreasonably interfere with the normal business of the Rebuilding Together Affiliate. All expenses associated with a site visit audit will be paid by Rebuilding Together, Inc. Nothing in this Agreement shall be construed to create any obligation on the part of Rebuilding Together, Inc. to supervise any of the activities of the Rebuilding Together Affiliate or to provide any financial resources to the Rebuilding Together Affiliate, notwithstanding any rights that Rebuilding Together, Inc. may have to obtain information from the Rebuilding Together Affiliate or to place on probation or terminate the Rebuilding Together Affiliate.
9. The Rebuilding Together Affiliate is and will continue to be governed by a board of directors drawn from the Rebuilding Together Affiliate's community. The Rebuilding Together Affiliate will strive diligently to have a board composition that reflects the diversity of the Rebuilding Together Affiliate's community.
10. The Rebuilding Together Affiliate agrees to work cooperatively and in good faith with other affiliates within the Affiliate Network, particularly those Rebuilding Together affiliates in

adjacent or contiguous areas, in regard to the solicitation of volunteers, funding, and in-kind donations. The Rebuilding Together Affiliate will strive to participate annually in a regional meeting to enhance connectivity, innovation, and cooperation. The Rebuilding Together Affiliate may contact Rebuilding Together, Inc. and/or their NAC representative to help resolve differences of opinion or disagreements with other Rebuilding Together affiliates.

11. The Rebuilding Together Affiliate agrees to follow Generally Accepted Accounting Principles (GAAP) for nonprofits and will comply with all applicable financial reporting requirements established by federal and state law. The Rebuilding Together Affiliate will file the appropriate IRS 990 form according to the published IRS schedule and form eligibility. Unless otherwise provided by federal and state law, the following reports shall be prepared:
 - a. Operating revenues from \$.01 up to \$25,000: IRS filing, year-end basic financial data report (summary of activities and financial position);
 - b. Operating revenues of \$100,001 and above: IRS filing, year-end basic financial data report (summary of activities and financial position), and a statement signed by the Rebuilding Together Affiliate's Treasurer or financial officer stating that all financial reports are true and correct to the best of his or her knowledge, the affiliate is in compliance with GAAP, and all bank accounts have been appropriately reconciled;
 - c. If the Rebuilding Together Affiliate receives federal funding (HUD, DHHS, CDBG, HOME, CHDO etc.,) it must follow the auditing requirements that the funder dictates, including OMB-A-133 audits for expense incurred over \$500,000;
 - d. If the Rebuilding Together Affiliate has operating revenues over \$250,000: Rebuilding Together, Inc. strongly suggests that the financial reports be subject to audit by a Certified Public Accountant. GAAP, United Way, the Better Business Bureau Wise Giving Alliance, the Financial Accounting Standards Board, and many funders require that an audit be conducted for organizations with operating revenues above \$250,000. This requirement is based on best practices of the nonprofit sector to ensure consistency and transparency on the part of every non-profit organization; and
 - e. The Rebuilding Together Affiliate must follow its state mandates requiring an audited financial statement. Some states require an audit for operating revenues of \$20,000 and above.
12. The Rebuilding Together Affiliate agrees to send a copy of its IRS filing and applicable financial statements for each fiscal year to Rebuilding Together, Inc. within thirty (30) days of the forms being filed with the IRS. The Rebuilding Affiliate agrees to complete required IRS filings in a timely manner, minimizing extensions and not filing wherever possible.
13. The Rebuilding Together Affiliate agrees to expend the majority of its resources, including board and staff time, on *Rebuilding Together* core services, as defined in this agreement, and core services work planning. The Rebuilding Together Affiliate's time may be defined as time spent by staff and in Board meetings and Committee Meetings as noted in the official minutes. The Rebuilding Together Affiliate's resources consist of cash, in kind contributions of building materials and supplies, and grants. The Rebuilding Together Affiliate may be asked by Rebuilding Together, Inc. to self-certify or otherwise document time and resources spent on core

service activities in situations where the Rebuilding Together Affiliate's performance may, in the opinion of Rebuilding Together, Inc., present reputational risk to the Rebuilding Together Affiliate, Rebuilding Together, Inc., and/or other Rebuilding Together affiliates.

14. Annual Dues/Affiliation Fee: The Rebuilding Together Affiliate agrees to pay an annual dues/affiliation fee to Rebuilding Together, Inc. in accordance with the fee schedule listed below in this section.

Dues/affiliation fees are calculated and documented as follows, with a minimum and maximum amount listed below in this section:

- For those that file a Form 990, dues/affiliation fees are equal to 5% of the difference between gross receipts (line G on page 1) and noncash contributions (Part VIII, line 1g).
- For those that file a Form 990-EZ, dues/affiliation fees are equal to 5% of gross receipts (Line L).
- For those that file a Form 990N, dues affiliation fees are equal to 5% of all cash receipts.

Line designations are as found on the 2012 990 forms and may change if the forms are revised.

The dues/affiliation fee is payable on September 15 and is calculated based on the Rebuilding Together Affiliate's most recently completed Form 990. Rebuilding Together, Inc. will send the invoice to the Rebuilding Together Affiliate's Board President, Board Treasurer, and Executive Director, if any, by no later than August 15. The dues/affiliation fee invoice will be both emailed and then sent via U.S. Postal Service by August of each given year as a follow up communication with the expectation that all dues/affiliation fee payments will be received by Rebuilding Together, Inc. on or before September 15 of that given year.

The dues schedule will be:

Year	Minimum	Maximum
2013	\$750	\$10,000
2014	\$500	\$10,000
2015	\$500	\$11,000
2016	\$500	\$12,500
2017	\$500	\$14,000
2018	\$500	\$15,000

In addition, if the Rebuilding Together Affiliate receives more than \$50,000 in cash grants from Rebuilding Together, Inc. in one calendar year, the Rebuilding Together Affiliate will be required to pay an additional fee of 5% of all grant dollars over \$50,000 with a cap of \$5,000. The fee will be due with annual dues. Some exceptions may be made to this rule in the sole determination of Rebuilding Together, Inc. on a case by case basis, typically for instances where the Rebuilding Together Affiliate is passing money through to another non-profit organization. This annual fee will not be in effect until 2014.

If the Rebuilding Together Affiliate does not pay its dues/affiliation fee on or before September 15 and has not entered into a payment plan approved by Rebuilding Together, Inc., the Rebuilding Together Affiliate will be considered to be out of compliance and is then:

- a. Ineligible to apply for or receive pass-through funding or grant funding until it is deemed by Rebuilding Together, Inc. to be in compliance; and
- b. Ineligible to receive product donations until it is deemed by Rebuilding Together, Inc. to be in compliance.

If the Rebuilding Together Affiliate has not paid its dues/affiliation fee payment by September 30 (fifteen (15) days late) and has not entered into a payment plan approved by Rebuilding Together, Inc., the Rebuilding Together Affiliate will be assessed a late fee of 5% of its annual dues/affiliation fee. If the Rebuilding Together Affiliate has not paid their dues/affiliation fee payment by November 15 (two (2) months late) and has not entered into a payment plan approved by Rebuilding Together, Inc., the Rebuilding Together Affiliate will be assessed a late fee of 10% of its unpaid dues/affiliation fee payment.

If the Rebuilding Together Affiliate has not paid its dues/affiliation fee payment by December 30 (three and one half (3.5) months late) or by the end date established by a payment plan schedule, and has not entered into an approved amended payment plan schedule, the Rebuilding Together Affiliate will be assessed a late fee of 15% of its unpaid dues/affiliation fee payment and is then:

- c. Ineligible for pass-through funding for a one (1) year period beginning September 15;
- d. Ineligible for product donations for a one (1) year period beginning September 15; and
- e. Ineligible for grants from Rebuilding Together, Inc. for a one (1) year period beginning September 15.

If the Rebuilding Together Affiliate becomes affiliated (both by Rebuilding Together, Inc. and by determination of non-profit status from the IRS) after July 1, 2013, and is new to Rebuilding Together Affiliate status, the Rebuilding Together Affiliate will pay a modified dues schedule as it builds its operating funds:

Year of Operation	Pay These Dues
1	50% of minimum noted in the dues schedule
2	50% of minimum noted in the dues schedule
3	50% of dues schedule

Note that the dues/affiliation fee payment, late fees, and all required documentation, as set out in Section 22 below, are required to be current and accurate for the Rebuilding Together Affiliate to remain in compliance and eligible for all funding and services from Rebuilding Together, Inc.

- 15. The Rebuilding Together Affiliate agrees to carry any and all insurance required by state law.
- 16. The Rebuilding Together Affiliate agrees to carry general liability insurance and volunteer accident insurance. The Rebuilding Together Affiliate must obtain general liability insurance coverage providing: \$1,000,000 each occurrence; \$5,000,000 general aggregate; and \$2,000,000 completed operations limits. Volunteer accident insurance is written on an excess basis and coincides with other insurance available to the insured through his/her own medical plan, workers compensation, or other similar coverage. The type, face amount, and limits of coverage of the volunteer accident insurance must be equal to or in excess of: \$50,000 Overall Medical Expenses

per person per accident; \$2,500 Accidental Death per Person per Accident subject to maximum; \$5,000 Dismemberment per Person per Accident subject to maximum; and \$250,000 Overall Maximum for any one accident.

This insurance may be arranged through Rebuilding Together, Inc. for the Rebuilding Together Affiliate or may be insurance that the Rebuilding Together Affiliate obtains elsewhere in amounts and on terms equal to the insurance type, face amounts and limits of coverage set forth in Paragraph 16.

If the Rebuilding Together Affiliate purchases insurance arranged through Rebuilding Together, Inc., the Rebuilding Together Affiliate agrees to pay the premium within thirty (30) days of the invoice. If the Rebuilding Together Affiliate is thirty (30) days late in payment of its insurance premiums, it will be assessed a late fee of 5% of the unpaid premium. If the Rebuilding Together Affiliate is sixty (60) days late in payment of its insurance premiums, it will be assessed a late fee of 10% of the unpaid premium. If the Rebuilding Together Affiliate is ninety (90) days late in payment of its insurance premiums, it will be assessed a late fee of 15% of the unpaid premium.

If the Rebuilding Together Affiliate chooses to secure general liability and/or volunteer accident insurance outside of Rebuilding Together, Inc.'s policy, the Rebuilding Together Affiliate must provide Rebuilding Together, Inc. with a certificate of insurance from the issuing carrier to verify the amounts and terms, and that Rebuilding Together, Inc. is named as an additional insured.

The Rebuilding Together Affiliate will complete and return to Rebuilding Together, Inc. a volunteer accident claim form within forty-eight (48) hours of any incident required to be reported on such form. The form is available on the Affiliate Resource Center.

17. The Rebuilding Together Affiliate agrees to carry Directors and Officers Insurance with a minimum \$1,000,000 limit of liability written on a claims-made basis and including defense costs in addition to the limits of liability. The Directors and Officers Insurance shall pay, on behalf of the insured, all losses which the insured shall become legally obligated to pay on account of any claim made against him/her during or after the policy period for Wrongful Act, Personal Injury, or Publishers Liability. This coverage is written on a claims made basis. This insurance may be arranged for the Rebuilding Together Affiliate through Rebuilding Together, Inc. If the Rebuilding Together Affiliate chooses to secure Directors and Officers Insurance outside of the insurance arranged through Rebuilding Together, Inc., the Rebuilding Together Affiliate must provide Rebuilding Together, Inc. annually with a certificate of insurance from the issuing carrier to verify the amounts and terms equal to the minimum limits outlined in this section, and must list Rebuilding Together, Inc. as an additional insured.
18. The Rebuilding Together Affiliate agrees to comply with the current minimum requirements of the Standards of Excellence. Each year the Rebuilding Together Affiliate's Board of Directors will certify, by means of self-assessment or audit, to Rebuilding Together, Inc., that the Rebuilding Together Affiliate meets the current minimum requirements of the Standards of Excellence. In the event that the Rebuilding Together Affiliate does not currently meet the Minimum Standards of Excellence, the Rebuilding Together Affiliate will have until September 15, 2014 to meet current minimum standards (Standards of Excellence announced in 2013); after which time, the Rebuilding Together Affiliate will need to sign the annual certification required. The Board President, Vice President, and Executive Director (if any) will be required to sign the Self-Certification Form on behalf of the Board of the Rebuilding Together Affiliate and return it

to Rebuilding Together, Inc. by September 15, 2014 and annually thereafter. If the Rebuilding Together Affiliate becomes affiliated (both by Rebuilding Together, Inc. and by determination of non-profit status from the IRS) after July 1, 2013, and is new to Rebuilding Together Affiliate status, the Rebuilding Together Affiliate will have two (2) years after the signing of this Agreement to meet the current minimum standards. The NAC and Rebuilding Together, Inc. will work cooperatively to review the Standards of Excellence periodically. The Rebuilding Together Affiliate will be notified and have one (1) year to meet any additions and revisions to the Minimum Standards of Excellence.

19. As long as the Rebuilding Together Affiliate is in good standing as provided in Paragraph 21 below, the Rebuilding Together Affiliate will be entitled to participate in national initiatives, programs, and services that generally are made available to affiliates. Rebuilding Together, Inc. reserves the right to modify or terminate any national initiatives, programs, and services at its sole discretion. Some national initiatives may have fees, charges, and/or conditions for participation that the Rebuilding Together Affiliate may not be able to satisfy.
20. The Rebuilding Together Affiliate agrees that it will not merge or otherwise combine with any other Rebuilding Together affiliate or other organization without the prior approval of Rebuilding Together, Inc., which will not be unreasonably withheld or delayed.
21. The Rebuilding Together Affiliate agrees to send to Rebuilding Together, Inc. the following information by September 15 of each year to be deemed an affiliate in good standing:
 - a. A copy of any changes since the last filing made to the Rebuilding Together Affiliate's Articles of Incorporation and bylaws, or the Rebuilding Together Affiliate's Section 501(c)(3) IRS determination letter (The initial filing of these documents will be made within six (6) months after the Rebuilding Together Affiliate signs its initial affiliate partnership agreement.);
 - b. Verification that the Rebuilding Together Affiliate is annually registered as a charity in each required state;
 - c. A current list of the Board of Directors of the Rebuilding Together Affiliate, with the affiliations and the complete contact information (name, address, phone number, email) for each director;
 - d. A copy of the Rebuilding Together Affiliate's most recently filed IRS Form 990, audit, and other financial reports as required by this Agreement;
 - e. The Rebuilding Together Affiliate's Annual Report & Statistics for the most recently completed year (typically due to Rebuilding Together Inc. in January);
 - f. If general liability and/or volunteer insurance is/are secured by the Rebuilding Together Affiliate outside of the insurance program sponsored by Rebuilding Together, Inc., a certificate of insurance for such insurance, showing Rebuilding Together, Inc. as an additional insured, must be provided. Levels of coverage must be at least equal to those detailed in Section 16 above;
 - g. If Directors and Officers Insurance is secured by the Rebuilding Together Affiliate outside of the insurance program sponsored by Rebuilding Together, Inc., a certificate of insurance for

such insurance must be provided by the Rebuilding Together Affiliate to Rebuilding Together, Inc. Levels of coverage must be at least equal to those detailed in Section 17 above;

- h. Annual dues/affiliation fees paid per the dues/affiliation fee schedule;
 - i. Standards of Excellence: Self-Certification Form;
 - j. A copy of the Rebuilding Together Affiliate's letterhead and website screenshot (if any) to ensure compliance with logo branding standards; and
 - k. Self-certification that acknowledges receipt of the most recent *Rebuilding Together* brand standards and messaging and a commitment to adhere to brand standards and national messaging in all branding, including websites, shirts, marketing materials, presentations, etc.
22. The Rebuilding Together Affiliate will not be considered to be in good standing if the President/CEO of Rebuilding Together, Inc. determines, in his or her reasonable judgment, having discussed or debriefed the situation with the three (3) NAC members of the Rebuilding Together, Inc. Board and considered their verbal or written response, that there is credible information about the Rebuilding Together Affiliate that would materially, negatively affect the Rebuilding Together Affiliate's ability to provide quality services, maintain the community's trust, or that negatively affects the *Rebuilding Together* brand or otherwise poses reputational risk for the Rebuilding Together Affiliate, Rebuilding Together, Inc., or the Affiliate Network. Examples of such information might include repeated violations by the Rebuilding Together Affiliate of its organizational bylaws; failure of the Rebuilding Together Affiliate to meet its fiduciary responsibilities; theft, embezzlement or negligent mismanagement by its directors, officers or employees; material violations of this Agreement; and/or failure to comply with any financial agreements made with Rebuilding Together, Inc. If the Board of the Rebuilding Together Affiliate is taking corrective actions to address the issue(s) of concern, then good standing may be reinstated at the discretion of the President/CEO.
23. The Rebuilding Together Affiliate will not be considered to be in good standing from the date it has received notice that it has been removed from good standing by Rebuilding Together, Inc. or has been placed on probationary status in accordance with Paragraph 1 under the heading "Inactive Status, Probation, Disaffiliation, and Termination."

The Rebuilding Together Affiliate will be eligible to receive pass-through funding upon satisfaction of the following conditions: (1) The Rebuilding Together Affiliate must be in good standing as an affiliate under this Agreement by September 15 of each year, and (2) if the Rebuilding Together Affiliate previously received funding, the Rebuilding Together Affiliate must have successfully met the requirements in the Statement of Acceptance.

When receiving pass-through funding, the Rebuilding Together Affiliate must complete and submit to Rebuilding Together, Inc. the following by the stated deadlines: a signed Statement of Acceptance Form, a Project Selection Form for each project to be funded under each grant, and a Final Report Form for each project funded. In addition, the Rebuilding Together Affiliate must provide such additional information and complete and submit such other forms as Rebuilding Together, Inc. may request in order to fulfill its obligations to National Partners.

The Rebuilding Together Affiliate must complete the Final Report Form by the required due date. If this form is not received within forty-five (45) days of the project completion date, the Rebuilding Together Affiliate will forfeit the remainder of funds it had been initially awarded for that project. If the Rebuilding Together Affiliate does not complete the final report within sixty (60) days of the due date, the Rebuilding Together Affiliate will be ineligible for pass-through funding for one (1) year.

The Rebuilding Together Affiliate acknowledges that: National Partners often select affiliates to support with pass-through funding that are in markets that are strategically important to the National Partner. The Rebuilding Together Affiliate must contact Rebuilding Together, Inc. if the Rebuilding Together Affiliate has any problems and/or concerns with working with a National Partner. Rebuilding Together, Inc. will act as the mediator between the Rebuilding Together Affiliate and the National Partner. If any project issues cannot be resolved at the local level, the Rebuilding Together Affiliate must contact Rebuilding Together, Inc. for assistance.

24. The Rebuilding Together Affiliate represents to Rebuilding Together, Inc. that this Agreement has been reviewed and approved by the Rebuilding Together Affiliate's Board of Directors and is a valid and binding agreement, and that the Rebuilding Together Affiliate is now in compliance with, and at all times will continue to comply fully with, all applicable laws, regulations, and other legal standards applicable to the Rebuilding Together Affiliate, and to make all required filings, including annual corporate reports and tax filings, that may affect its corporate or tax status. This includes having and maintaining all permits, licenses, and other governmental approvals that may be required in connection with the Rebuilding Together Affiliate's performance under this Agreement.

The Rebuilding Together Affiliate and Rebuilding Together, Inc. mutually represent that this Agreement has been reviewed and approved by their respective boards of directors and is a valid and binding agreement.

Standards of Excellence

The Standards of Excellence were developed by the NAC to set out the operating standards that all affiliates aspire to meet. Rebuilding Together, Inc. will provide training and templates to assist the Rebuilding Together Affiliate in reaching each level of the Standards of Excellence. All references to the Standards of Excellence in this document shall refer to the current Standards of Excellence, issued by the NAC in 2013.

The Rebuilding Together Affiliate must meet the Minimum Standards of Excellence by September 15, 2014. Thereafter, the Rebuilding Together Affiliate must annually self-certify that it continues to meet the minimum requirements. The Rebuilding Together Affiliate is encouraged to meet the Better and Best Standards. Revisions of and additional policies regarding the Standards of Excellence must be approved by the NAC and will be posted on the Affiliate Resource Center.

If, on the basis of information that it deems credible, Rebuilding Together, Inc. determines that the Rebuilding Together Affiliate does not meet the requirements for the Standards of Excellence category currently claimed by the Rebuilding Together Affiliate, it may notify the Rebuilding Together Affiliate that Rebuilding Together, Inc. will re-categorize the Rebuilding Together Affiliate to a lower category after sixty (60) days of the notice, unless it receives information from the Rebuilding Together Affiliate which Rebuilding Together, Inc. deems credible, and justifies the Rebuilding Together Affiliate's

maintaining its current category. The notice will specify the deficiencies on which the determination is based and will be accompanied by an offer from Rebuilding Together, Inc. to provide training and assistance in curing the deficiencies. If Rebuilding Together, Inc. receives information from the Rebuilding Together Affiliate within the sixty (60) day notice period, including any information regarding any steps taken by the Rebuilding Together Affiliate to cure deficiencies that Rebuilding Together, Inc. determines justifies maintaining the affiliate's current category, it will so notify the Rebuilding Together Affiliate and the re-categorization will not take place.

If Rebuilding Together, Inc. determines that the information provided by the Rebuilding Together Affiliate does not justify maintaining the Rebuilding Together Affiliate's current categorization, it will so notify the Rebuilding Together Affiliate, explaining the basis for this determination. The Rebuilding Together Affiliate may dispute this determination by notice to the Vice President of Affiliate Relations (VPAR), setting forth the basis on which the Rebuilding Together Affiliate asserts that the determination is unjustified. The giving of the notice will defer the effectiveness of the re-categorization until the VPAR gives notice to the Rebuilding Together Affiliate of his/her decision regarding the dispute, which decision will be final and binding. If the VPAR affirms the determination, the re-categorization will become effective fifteen (15) days after the VPAR gives notice of his/her decision to the Rebuilding Together Affiliate. If the VPAR disaffirms the determination, the re-categorization will not take effect, and the decision of the VPAR will be final and binding.

Recommendations to the Rebuilding Together Affiliate

1. Rebuilding Together, Inc. strongly encourages the Rebuilding Together Affiliate to plan an annual program workday, for the last Saturday in April, which is National Rebuilding Day. If this is impractical, the Rebuilding Together Affiliate should plan major activities, events and/or a media/special event for that day so that the Rebuilding Together Affiliate can be a part of National Rebuilding Day and National Rebuilding Month (April).
2. Rebuilding Together, Inc. strongly encourages the Rebuilding Together Affiliate to utilize the NAC in its capacity as the advocate for the Affiliate Network. The purpose of the NAC is to serve as the official elected representative of the Rebuilding Together Affiliates. The NAC is intended to be used as a forum by which the Rebuilding Together Affiliate Network might make known its concerns or otherwise might hold Rebuilding Together, Inc. accountable to the Affiliate Network in meeting the expectations of the Affiliate Partnership Agreement. The NAC is the recognized advocate for the Affiliate Network and as such has direct access to the National Board of Directors through membership.

Conflicts or Complaints

In the event that the Rebuilding Together Affiliate has concerns, conflicts, or complaints in regard to a determination by Rebuilding Together, Inc. that the Rebuilding Together Affiliate has failed to meet obligations imposed by this Agreement or other actions taken by Rebuilding Together, Inc., that do not invoke a determination of involuntary inactive status, probation, termination, or disaffiliation, the Rebuilding Together Affiliate shall have the right to have their complaint or concern heard and resolved.

The process for resolving such conflicts or complaints shall promote the amiable resolution of concerns between the Rebuilding Together Affiliate and Rebuilding Together, Inc. Extension of times, beyond those indicated in the formal steps of the procedure outlined below, may be agreed to by the parties

involved and put in writing. At any time during Steps One or Two of this conflicts and complaints process, the Rebuilding Together Affiliate may voluntarily elect to have the written conflict or complaint shared with the three (3) NAC members who sit on the National Board. Subsequently, those NAC members may issue a nonbinding opinion submitted to the Rebuilding Together Affiliate and Rebuilding Together, Inc. Failure by the Rebuilding Together Affiliate to comply with time limitations shall constitute withdrawal of the complaint. Failure by the Rebuilding Together, Inc. to comply with time limitations shall constitute the right of the Rebuilding Together Affiliate to proceed to the next step of the process.

1. Step One: Vice President of Affiliate Relations

- a. Conflicts or complaints should be discussed with the VPAR. The discussion should be primarily of a verbal nature and no formal written report is required. Communications will be documented in memo form.
- b. If informal discussions fail to resolve the issue, the Rebuilding Together Affiliate shall submit the substance of the complaint in writing to the VPAR.
- c. The VPAR shall, as soon as practicably possible, or within ten (10) working days of receipt of notification, arrange a meeting or conference call with the Rebuilding Together Affiliate representatives to discuss the complaint.
- d. A decision by the VPAR regarding the disposition of the complaint shall be conveyed in writing to the Rebuilding Together Affiliate in a timely manner, within ten (10) working days following the meeting.
- e. If the matter is resolved at this level, it shall be mutually acknowledged in writing, and no further action is required.
- f. If the Rebuilding Together Affiliate is not satisfied with the VPAR's decision, the Rebuilding Together Affiliate has ten (10) working days to submit a written notice outlining the complaint to the President/CEO and including a copy of all written communications from Step 1.

2. Step Two: President/CEO

- a. Upon receiving the written notice, the President/CEO, in consultation with the National Board Chair, shall request copies of all written communications from Step 1 b-f. The President/CEO shall convene a meeting with the VPAR and the representatives of the Rebuilding Together Affiliate, as soon as possible, within ten (10) working days, to discuss the issues and issue a decision in writing.
- b. If after this meeting and issuing of the written decision, the Rebuilding Together Affiliate is not satisfied with the President/CEO's decision, the Rebuilding Together Affiliate has ten (10) working days to submit a written notice outlining the complaint to the National Board Chair and including a copy of all written communications from Steps 1 and 2.

3. Step Three: National Board

- a. Upon receiving the written request, the National Board Chair shall request copies of all written communications from Steps 1 and 2. The National Board Chair shall convene the Executive Committee of the National Board (no fewer than three (3) people), which shall meet as soon as possible, within ten (10) working days to discuss the issues.
- b. The Executive Committee of the National Board shall decide on the matter by majority vote and shall issue its decision in writing to the Rebuilding Together Affiliate and the President/CEO as soon as possible, preferably within ten (10) working days of its meeting.
- c. Decisions of the Executive Committee of the National Board shall ordinarily be final. Failure of a party to cooperate with the Executive Committee of the National Board does not preclude the National Board from conducting a further proceeding.
- d. In the event that the Executive Committee of the National Board is unable to reach a decision, then the Executive Committee shall bring this matter to the full Board for consideration within twenty (20) working days. Upon referral by the Executive Committee, the Rebuilding Together Affiliate shall have the right to be present and be accompanied by a representative and by a person who could substantiate the complaint. The full Board shall issue its decision in a written statement to the Rebuilding Together Affiliate and the President/CEO as soon as possible, within ten (10) working days of its meeting, and this decision shall be final.

If the roles of the Vice President of Affiliate Relations or President/CEO are unfilled at the time of the conflict or complaint, the President/CEO or National Board may designate a senior staff member(s) to execute these duties.

Inactive Status, Probation, Disaffiliation, and Termination

1. Inactive Status

Inactive status may be voluntary or involuntary.

- a. Voluntary. In the event that the Rebuilding Together Affiliate determines that it is unable to carry out its *Rebuilding Together* home repair and rehabilitation program but intends to recommence the program within the next twelve (12) months, the Rebuilding Together Affiliate may request in writing to be placed on inactive status. Rebuilding Together, Inc. will grant such request if it determines this to be in the best interests of *Rebuilding Together*, which determination will be final and binding.
- b. Involuntary. In the event that Rebuilding Together, Inc. determines that the Rebuilding Together Affiliate is unable at present to carry out its *Rebuilding Together* home repair and rehabilitation program but that there are reasonable prospects that it may recommence its program within the next twelve (12) months, Rebuilding Together, Inc. may place the Rebuilding Together Affiliate on involuntary inactive status in accordance with the following procedure. Rebuilding Together, Inc. will give the Rebuilding Together Affiliate written notice that unless the Rebuilding Together Affiliate takes actions within sixty (60) days of the notice that demonstrates its commitment and ability to resume its program, it will place the Rebuilding Together Affiliate on inactive status for a period of twelve (12) months. The

notice will be accompanied by an offer of assistance from Rebuilding Together, Inc. and clear action steps for remediation or notice to cure. If Rebuilding Together, Inc. determines that the Rebuilding Together Affiliate has failed to take such actions within that period, Rebuilding Together, Inc. may place the Rebuilding Together Affiliate on inactive status and notify it of that action. The determination of Rebuilding Together, Inc. will be final and binding.

While the Rebuilding Together Affiliate is on inactive status it will not be required to conduct a program or to pay dues/affiliation fees or otherwise perform its obligations under the heading "Rebuilding Together Affiliate", except for Paragraphs 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 15, and 16, 17, 18, and 20, and will not be considered in good standing under this Agreement, and thus not eligible for funding under this Agreement. The Rebuilding Together Affiliate will have sixty (60) days to submit a written plan of action to the President/CEO, setting forth in detail its plan to reestablish operations. Rebuilding Together, Inc. will assist the affiliate to reengage operations. The President/CEO will review the plan and will approve, deny, or request modifications to the plan, as deemed appropriate. Before recommencing programs, the Rebuilding Together Affiliate will request in writing to be restored to active status and demonstrate to the reasonable satisfaction of the agents of Rebuilding Together, Inc. that it is in a position to carry out its obligations under this Agreement. Rebuilding Together, Inc. will grant such request if it determines that it is in the best interests of *Rebuilding Together*. The granting of a request for inactive status will be without prejudice to any rights of Rebuilding Together, Inc. under the "Inactive Status, Probation, Disaffiliation, and Termination" heading.

2. Probationary Status

- a. Notice of intent. If Rebuilding Together, Inc. proposes to place the Rebuilding Together Affiliate on probationary status in accordance with the procedure in Section 2(c), it will give the Rebuilding Together Affiliate notice of the proposed action specifying its basis under that section. The notice will be accompanied by an offer of assistance from Rebuilding Together, Inc. and clear action steps for remediation or notice to cure. If within thirty (30) days of the notice, the Rebuilding Together Affiliate does not request the offered assistance or, in the judgment of Rebuilding Together, Inc., take substantial action to remove the basis for its being placed on probation, Rebuilding Together, Inc. may proceed under Section 2(c).
- b. Grounds for probation. The grounds for placing the Rebuilding Together Affiliate in probationary status are failure to meet the requirements for continued affiliation as set out in this Agreement, violation of any provision of this Agreement, failure to comply with the minimum Standards of Excellence, failure to be in good standing under this Agreement, failure to maintain a viable financial and organizational structure, and engaging in actions that present reputational risk to the *Rebuilding Together* brand and Affiliate Network.
- c. Procedure and Effects. If after the process in Section 2(a) has been completed, the President/CEO determines that there exist one or more grounds for placing the Rebuilding Together Affiliate on probationary status, he/she may place the Rebuilding Together Affiliate on probationary status by giving notice of that action to the Rebuilding Together Affiliate and specifying the grounds for such action.

The Rebuilding Together Affiliate will have sixty (60) days to submit a written plan of corrective action to the President/CEO, setting forth in detail its plan to correct the deficiencies or to explain why the reasons specified in the notice are inappropriate. Rebuilding Together, Inc. will assist the Rebuilding Together Affiliate to reengage operations. The President/CEO will review the plan and will approve, deny, or request modifications to the plan, as deemed appropriate. While the Rebuilding Together Affiliate is in a probationary status, it will be ineligible to apply for or receive pass-through funding and will be ineligible to receive product donations. If the Rebuilding Together Affiliate fails to submit an approved plan to the President/CEO or fails to follow-through on initiating their approved plan, the Rebuilding Together Affiliate may be deemed to be in breach of this Agreement. This provision is subject to the dispute resolution provisions of this agreement. In consideration of the circumstances of a particular case leading to probation, Rebuilding Together, Inc. may mandate that the Rebuilding Together Affiliate immediately cease to operate home repair projects or other business activities using the *Rebuilding Together* brand until the written plan of corrective action is approved and implementation of the corrective actions is sufficiently underway. Determination of the sufficiency of the plan and its implementation will be made solely by Rebuilding Together, Inc., which may use the three (3) National Advisory Council members who serve on the National Board in an advisory role to provide affiliate perspective if probation is under consideration or underway for the Rebuilding Together Affiliate.

3. Disaffiliation by the Rebuilding Together Affiliate

The Rebuilding Together Affiliate may cease to be a Rebuilding Together affiliate by delivering written notice of their intention to do so to Rebuilding Together, Inc. at least sixty (60) days prior to the effective date of the Rebuilding Together Affiliate's disaffiliation. Prior to such effective date, the Rebuilding Together Affiliate will comply with all of its obligations under this Agreement. See Section 5, Consequences, for further details.

4. Termination by Rebuilding Together, Inc.

On behalf of Rebuilding Together, Inc., its President/CEO shall have the authority to terminate the Rebuilding Together Affiliate as a Rebuilding Together affiliate if the President/CEO determines that the Rebuilding Together Affiliate has breached any provision of this Agreement, or brought discredit to the organization, has not resolved issues while on probation status in a satisfactory way, or that the Rebuilding Together Affiliate's continued affiliation is not in the best interests of *Rebuilding Together*. Any decision by the President/CEO to terminate the Rebuilding Together Affiliate for breach of this Agreement will be initiated by sending the Rebuilding Together Affiliate a written notice specifying the breach, proposing a cure, and setting a time limit within which the cure will be completed. During the thirty (30) days following this notice, the President/CEO and the Rebuilding Together Affiliate will discuss the President's proposal. If at the end of such period (or any extension thereof), the Rebuilding Together Affiliate has not either cured the breach to the satisfaction of the President/CEO or entered into an agreement to effect a cure satisfactory to the President/CEO, the President/CEO will give a notice of intent to terminate the Rebuilding Together Affiliate after which the Rebuilding Together Affiliate will have sixty (60) days from the date of the notice to cure the breach. In the event that the President/CEO determines, in consultation with the Chairman of the National Board, that the Rebuilding Together Affiliate has not cured the breach and provided satisfactory assurance that there will be no further breach, the President/CEO will notify the Rebuilding Together Affiliate in writing of its termination, effective immediately. Prior to the issuing of this final notice of

termination, the Board of Directors of Rebuilding Together, Inc. will be notified of the action. This provision is subject to the dispute resolution provisions of this agreement. See Section 5, Consequences, for further details. In consideration of the circumstances of a particular case leading to termination, Rebuilding Together, Inc. may mandate that the Rebuilding Together Affiliate immediately cease to operate any home repair projects or other specific business operations using the *Rebuilding Together* brand pending the dispute resolution process. Rebuilding Together, Inc. may use the three (3) National Advisory Council members who serve on the National Board in an advisory role to provide affiliate perspective if termination is under consideration or underway.

5. Consequences

When the Rebuilding Together Affiliate's disaffiliation or termination becomes effective, the Rebuilding Together Affiliate will immediately cease to use the name, "*Rebuilding Together*," either alone, in part, or in combination with any other words, will cease to use the logo, and will cease to hold itself out as a Rebuilding Together affiliate in fundraising or any other activity. The Rebuilding Together Affiliate will also cease to be entitled to participate in any programs and services provided by Rebuilding Together, Inc. In addition, the Rebuilding Together Affiliate will need to provide written notification to all regulating agencies (the Internal Revenue Service, the Secretary of State, local governments, donors, sponsors, etc.) of the Rebuilding Together Affiliate's dissolution. If there are any remaining funds that were raised in *Rebuilding Together's* name, the Rebuilding Together Affiliate is encouraged to donate these funds to another Rebuilding Together affiliate or to the Affiliate Development Fund at Rebuilding Together, Inc. [Note: Required by law: nonprofits that dissolve operations must donate remaining funds to like-missioned organizations in order to carry out the work the donors intended to fund.] Neither the Rebuilding Together Affiliate nor Rebuilding Together, Inc. will have any further obligations under this Agreement except as expressly provided herein.

Dispute Resolution

The dispute resolution procedure set forth here is intended solely to serve as a means for settlement of differences between the parties on matters that have led to an involuntary placement on inactive status, probation, or termination of the Rebuilding Together Affiliate. Any other grievances, complaints, or disagreements regarding the obligations of Rebuilding Together, Inc. and the obligations of the Rebuilding Together Affiliate that arise under this agreement but do not invoke a determination of involuntary inactive status, probation, disaffiliation, or termination shall be handled through the process described above in the "Conflicts and Complaints" heading.

The dispute resolution process is available to the Rebuilding Together Affiliate after the conclusion of all procedures required by the "Inactive Status, Probation, Disaffiliation, and Termination" section above. The Rebuilding Together Affiliate, at any time during Steps One or Two of this Dispute Resolution process, may voluntarily elect to have the written conflict or complaint shared with the three (3) NAC members who sit on the National Board, and those NAC members may issue a nonbinding opinion submitted to the Rebuilding Together Affiliate and Rebuilding Together, Inc. Extension of times beyond those indicated in the formal steps of the procedure outlined below may be agreed to by the parties involved and put in writing. Failure by the Rebuilding Together Affiliate to comply with time limitations shall constitute withdrawal of the dispute. Failure by Rebuilding Together, Inc. to comply with time

limitations shall be deemed to establish the right of the Rebuilding Together Affiliate to proceed to the next step of the resolution process.

1. Step One: Vice President of Affiliate Relations

- a. A written notice of dispute must be delivered to the Vice President of Affiliate Relations (VPAR). This notice must set out the reasons that the Rebuilding Together Affiliate disputes a determination by Rebuilding Together, Inc. to place the Rebuilding Together Affiliate on inactive status, probation, or to disaffiliate or terminate the Rebuilding Together Affiliate.
- b. The VPAR, shall as soon as practicable after notification, or within ten (10) working days of receipt of notification, arrange a meeting or conference call with the Rebuilding Together Affiliate's representatives to discuss the dispute.
- c. A decision by the VPAR regarding the disposition of the dispute shall be conveyed in writing to the Rebuilding Together Affiliate within ten (10) working days following the meeting.
- d. If the matter is resolved at this level, it shall be mutually acknowledged in writing, and no further action is required.
- e. If the Rebuilding Together Affiliate is not satisfied with the VPAR's decision, the Rebuilding Together Affiliate has ten (10) working days to submit a written notice outlining the dispute to the President/CEO and including a copy of all written communications from Step 1.

2. Step Two: President/CEO

- a. Upon receiving the written notice and the copies of all written communications from Step 1, the President/CEO, in consultation with the National Board Chair, shall convene a meeting with the VPAR and the representatives of the Rebuilding Together Affiliate, within ten (10) working days, to discuss the issues and issue a decision in writing.
- b. If after this meeting and the issuing of the written decision, the Rebuilding Together Affiliate is not satisfied with the President/CEO's decision, the Rebuilding Together Affiliate may, within ten (10) working days, submit a written notice outlining the dispute to the National Board Chair, including a copy of all written communications from Steps 1 and 2.

3. Step Three: National Board

- a. Upon receiving the written request and the copies of all written communications from Step 1 and Step 2, the National Board Chair shall convene an Executive Committee of the National Board (no fewer than three (3) members), which shall meet within ten (10) working days to discuss the dispute.

- b. The Executive Committee of the National Board shall decide on the dispute by majority vote and shall issue its decision in writing to the Rebuilding Together Affiliate and the President/CEO within ten (10) working days of its meeting.
- c. The Decision of the Executive Committee of the National Board shall be final and binding. Failure of a party to cooperate with the Executive Committee of the National Board does not preclude the National Board from conducting proceedings.
- d. In the event that the Executive Committee of the National Board is unable to reach a decision, the Executive Committee shall refer this dispute to the full Board for consideration within twenty (20) working days. In the event of a referral by the Executive Committee to the full Board, the Rebuilding Together Affiliate shall have the right to be present at the relevant meeting of the full Board in regard to the dispute, and be accompanied by a representative and by a person who can substantiate the factual basis for the dispute. The full Board shall issue its decision in a written statement to the Rebuilding Together Affiliate and the President/CEO within ten (10) working days of its meeting, and this decision shall be final and binding.

If the roles of the Vice President of Affiliate Relations or President/CEO are unfilled at the time of the conflict or complaint, the President/CEO or National Board may designate a senior staff member or members to execute these duties.

General

1. Notices

The Rebuilding Together Affiliate and Rebuilding Together, Inc. agree that all notices and other communications required or permitted to be given under this Agreement will be in written form (unless otherwise stipulated herein), and will be considered delivered on the date of delivery when delivered in person or by reputable courier maintaining records of receipt, or sent by certified or registered mail or the equivalent (return receipt requested). All such communications shall be addressed to the address appearing on the signature page of this Agreement, or such other address as the Rebuilding Together Affiliate or Rebuilding Together, Inc. may designate by notice.

2. Liability, Indemnification

Under no circumstances shall either party be liable for any act, error, omission, debt, or other obligation of the other party. Each party (the "Indemnifying Party") shall defend (if required by the other party and with counsel reasonably acceptable to such other party), indemnify, and hold the other party and its donors, and their respective officers, directors, agents, employees, and assigns (collectively, "Indemnified Parties"), harmless from and against any and all losses, damages, claims, suits, judgments, or expenses of any nature whatsoever incurred or suffered, either directly or indirectly, by the Indemnified Parties, including reasonable attorneys' fees and costs arising out of or relating to any act, error, or omission of the Indemnifying Party, its officers, directors, agents, invitees, or employees or the performance of the Indemnifying Party's obligations. The foregoing indemnities shall not be limited by insurance and shall extend to claims for indemnification under this paragraph made after this Agreement has terminated as well

as while this Agreement is in force, provided that the basis for the indemnity claim arose while this Agreement was in force.

3. Other

- a. This Agreement may not be amended except in writing signed by the Rebuilding Together Affiliate and Rebuilding Together, Inc. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against which such waiver is sought.
- b. This Agreement may not be assigned by the Rebuilding Together Affiliate or Rebuilding Together, Inc. without the written consent of the other. Any attempted assignment or delegation of duties shall be void.
- c. The parties to this Agreement are independent contractors. This Agreement does not constitute either the Rebuilding Together Affiliate or Rebuilding Together, Inc. as the agent of the other or create any partnership or joint venture or establish any fiduciary relationship between the parties. The name *Rebuilding Together* does not refer to a legally cognizable entity, but is only descriptive of the endeavors that are generally engaged in under that name; its use in this Agreement does not alone create any duties or obligations on the part of the parties.
- d. Each party will be responsible for its own expenses under this Agreement.
- e. Except for Section 2 under the heading "General," this Agreement is for the sole benefit of the Rebuilding Together Affiliate and Rebuilding Together, Inc. and is not for the benefit of and does not create any rights that are enforceable by any other person including other Rebuilding Together Affiliates.
- f. The provisions under the heading "Inactive, Probation, Disaffiliation, and Termination" and "General" in this Agreement shall survive the termination or expiration of this Agreement.
- g. This Agreement will be governed by the law of the District of Columbia.
- h. This Agreement is intended by the Rebuilding Together Affiliate and Rebuilding Together, Inc. to be legally binding, not including the "Background" and the "Rebuilding Together, Inc." sections; provided, however, that the portion of the "Rebuilding Together Inc." section, from and including "Rebuilding Together, Inc." until the beginning of the next section (which begins the "Rebuilding Together Affiliate"), shall be legally binding.
- i. This is the entire Agreement between the Rebuilding Together Affiliate and Rebuilding Together, Inc. and supersedes all prior discussions and agreements.
- j. The titles, captions, and headings of the agreement are descriptive only and shall not form a basis for any legally enforceable obligation.

Term

This Agreement will begin its term and become effective on the signing date, and will remain in effect until July 1, 2018, unless sooner terminated as provided herein.

REBUILDING TOGETHER SOUTH LAKE COUNTY, INC.
(Geographical designation of Rebuilding Together Affiliate)

By: [Signature] 10/30/13
(Signature of Principal Officer of Rebuilding Together Affiliate) (Date)

MITCHELL W. BIELAK II, BOARD PRESIDENT
(Name and title of Principal Officer of Rebuilding Together Affiliate. Please print.)

P.O. Box 665, Crown Point, IN 46308
(Address--Street, City, and State-- of Rebuilding Together Affiliate)

And by: [Signature] 10/30/13
(Signature of Secretary of Rebuilding Together Affiliate) (Date)

Margot Ann Sabato
(Name of Secretary of Rebuilding Together Affiliate. Please print.)

REBUILDING TOGETHER, INC.
[Signature]
CEO, Rebuilding Together, Inc

12/31/13
(Date)

THIS DOCUMENT MUST BE SUBMITTED IN DUPLICATE IN ITS ORIGINAL FORM.

Rebuilding Together
Attention: Affiliate Relations--APA
1899 L Street NW, Suite 1000
Washington, DC 20036
202.483.9083
www.rebuildingtogether.org