



**Advancing Professional Construction  
and Program Management Worldwide**

## **CMAA REGIONAL CHAPTER FORMATION MANUAL**

**© Copyright 2003**

**Updated 2005, 2007, 2008, 2009, 2010, 2011**

**Construction Management Association of America**

**7926 Jones Branch Drive, Suite 800**

**McLean, VA 22102**

**Phone: (703) 356-2622**

**Fax: (703) 356-6388**

**[www.cmaanet.org](http://www.cmaanet.org)**

## **PREFACE**

The Construction Management Association of America (CMAA), like most nationally-based organizations of its type, has adopted the concept of local chapters in order to expand the benefits of national membership and broaden the scope of communication and participation within the Association. The success of this effort depends largely on the quality and effectiveness of local leadership. It is their willingness to commit the time and resources necessary to a sustained effort in managing the chapter organization that determines the outcome. CMAA National can provide only limited support. At the same time, CMAA must ensure that its corporate obligations—both legal and financial—are met and its mission on behalf of its national membership is fulfilled.

To those ends, this Regional Chapter Formation Manual seeks to provide the required guidance while, at the same time, leaving to the chapters the task of developing creative programs and activities which best serve the needs of their individual constituencies. It is recommended that newly elected chapter leaders become thoroughly familiar with the contents of this manual, including the sections introducing the CMAA chapter concept and chapter formation, in order to better understand and be able to communicate the roles of CMAA and its chapters to both the membership and the design and construction community.

## I. INTRODUCTION TO CMAA REGIONAL CHAPTERS

### **The National Agenda**

CMAA is a nationally-based industry association that seeks to promote the interests of both its members and the CM industry by pursuing activities in which CMs share common objectives that are best attained by a collective effort. Activities such as setting standards, developing model contract documents, protecting the interests of the industry in the legislative and regulatory arenas at all levels of government, and promoting CM among owners, design and construction organizations, and the general public are all examples of the national agenda that has been established by the Association.

CMAA reaches out to the larger design and construction community in a general way through a network of relationships established by CMAA National, through public relations and communications activities, and through the participation by CMAA's leadership in both public and private conferences and events. The Association offers its programs regionally, to make it accessible by both members and non-members who share an interest in CM-related issues and topics.

The Association also offers specific support to regional program efforts in two ways:

- CMAA National will assist local members in putting on periodic regional market seminars as forums for communication and business development. These seminars require the establishment of a local program steering committee, but do not require a permanent governance body or annual reports. CMAA National approves the proposed program and provides the logistical support for such seminars. One or more regional meetings may be appropriate as a preliminary step and testing ground for possibly establishing a more permanent regional chapter.
- CMAA National will assist in the formal establishment of an affiliated regional chapter for CMAA members as the most direct form of outreach when there is assurance that the critical mass of membership and the capacity for sustained interest and leadership exists to maintain an active chapter of CMAA. Chapters are approved by the CMAA Board of Directors and their affiliated agreement will be kept as a permanent record in accordance with requirements established by the Board.

### **The Purpose of Regional Chapters**

The primary purpose of CMAA Regional Chapters is to extend the reach of the national organization through the active involvement of individual members at the local level and to expand the benefits of CMAA membership for those residing in areas that have adequate members and interest to support a local chapter effort.

The objectives of chapters themselves are defined in the Standard Regional Chapter Bylaws. These include objectives, which are essentially intended to further the mission of CMAA:

- Promoting and supporting the purposes and objectives of CMAA in the local design and construction community.
- Promoting and encouraging the growth of CM and the improvement of CM practice.
- Promoting CM through relationships with academic institutions and student organizations.
- Providing regional activities for CMAA members.
- In addition, well-run chapter programs can provide valuable "association" benefits to members who actively participate. Personal professional development, networking with colleagues and owners, providing and achieving recognition, encouragement for students through scholarship fundraising, and mentoring entry-level professionals are all possible through local chapter efforts.

### **Policy Guidelines**

Chapters should function within the policy guidelines established by CMAA National, and they are expected to follow the standards established by CMAA when engaging in activities that promote the CM profession.

Chapters should not engage in political activity, particularly direct lobbying or participation in political campaigns, independent of CMAA National. Political action on local issues should be undertaken in partnership and with the support of CMAA National.

### **Chapter Membership and Participation**

Because membership in a CMAA regional chapter requires membership in CMAA National, all currently active chapters have been established in major metropolitan areas where there are adequate members to sustain the leadership and program of the chapter.

Chapters play a role in growing CMAA's membership, in part by directly recruiting chapter contacts, but primarily as a result of good chapter programs that fulfill their mission of expanding the value of CMAA membership through opportunities for local involvement and access to the market.

Experience has shown that the requirement that all chapter participants be CMAA members and the necessity for chapters to be financially self-sufficient are sometimes in conflict. Chapter officers are sometimes reluctant to "police" the attendance at meetings and events to ensure that non-members are not taking advantage of dues-paying members and obtaining the benefits of membership for free. Good chapter programs and a consistent effort to promote the CM industry and the Association will go a long way to alleviating this problem.

## II. GUIDE TO CMAA REGIONAL CHAPTER FORMATION

Chapter formation is an evolutionary process, which generally starts with a few interested CMAA members talking and asking questions. It gradually becomes a more formalized activity for which this section of the manual provides particular guidance.

### Threshold Questions

Before embarking on the formal process of developing a chapter, the following questions should be answered by potential leaders in the local area, with the assistance of the Regional Chapters Committee and CMAA National:

- Does the nucleus of CMAA membership, including owner members, exist within a reasonable geographic area to develop and sustain a chapter over the long term?
- Are there adequate leadership resources available now and in the future, including corporate members who are in a position to logistically support chapter startup?
- Is there enough CM activity and interest in the chapter's market area to provide real growth potential?

If the answer to these questions is "yes," the effort required to initiate chapter formation is probably worth it. If the answer is "no" to any of these questions, local members may want to look at a regional meeting or program alternative as a means of generating the membership and interest required to get a chapter off the ground successfully.

Experience has shown that chapters which have few corporate members as participants in the formation process or which have to recruit substantial numbers of new members in order to form a chapter are often unsuccessful because they do not have the capacity to sustain chapter leadership over the long term.

### The Chapter Formation Team

While the idea of forming a Regional Chapter usually starts with a single member, it truly takes a team effort, at the local and national level, to successfully launch a Regional Chapter.

The responsibility for successful chapter development is shared by three entities: (1) the local steering committee of CMAA members who spearhead the formation effort, (2) CMAA National, which provides information, support, and guidance to the effort as well as monitoring compliance with Regional Chapter requirements, and (3) the Regional Chapters Committee, which reviews the final application and recommends approval or rejection to the CMAA Board of Directors. Before the CMAA Board of Directors will approve the chartering of a new chapter, there must be a consensus among these entities that all of the elements are in place for both a successful launch and an ongoing commitment that will last beyond the participation of the chapter's founders.

### **Chapter Formation Steering Committee**

The initial work of the chapter development effort falls on the Steering Committee, which usually consists of one or more CMAA corporate members as well as individual members who share an interest in establishing a local group.

The specific tasks of the Steering Committee include:

- Identifying and recruiting local members to assist on the Steering Committee.
- Compiling mailing lists and making initial contacts with members residing in the region to be served to assess interest in chapter formation and participation.
- Developing potential member resource lists and assessing potential for CMAA membership/chapter growth.
- Setting up an initial formation meeting for members and prospective members to stimulate interest and test commitment to the effort.
- Preparing and submitting the formal application for a chapter charter.

### **CMAA National Support**

The CMAA Executive Director and staff are both watchdogs and cheerleaders in the chapter formation process. They will support the effort, as well as do everything possible to ensure that the elements for success are in place before the launch. The responsibilities of CMAA National include:

- Monitoring CMAA membership distribution to identify areas for potential chapter development.
- Providing guidance to any member initiating a chapter development effort (including this manual).
- Providing existing CMAA membership and prospect lists to the Steering Committee.
- Furnishing CMAA informational materials for chapter startup meetings.
- Reviewing and auditing the submitted chapter application and assisting the Steering Committee in completing all requirements.

### **Regional Chapters Committee**

The Regional Chapters Committee exists to support and strengthen the growth of existing chapters and facilitate the development of new chapters. The Committee chairman, with the assistance of the Committee members, will:

- Advise prospective chapters on "lessons learned" from working with existing chapters.
- Monitor progress and provide advice and assistance in the completion and submittal of chapter applications.

- Review and approve the completed chapter application prior to submittal to the Board of Directors for final approval.
- Following receipt of the application, conduct a conference call with prospective chapter's steering committee to determine the viability of the chapter, answer any questions of the steering committee, and offer suggestions, if any, for improvement of the application itself .
- Conduct a six-month review of the progress of the newly formed regional chapter to insure the chapter is moving ahead smoothly with its original plans as well as formulating plans for the future. The areas for review include membership growth, conduct of meetings/events, officer elections, financial status, and completion of incorporation, affiliation, and Bylaws. The chapter president will submit a written report to the Committee for this review process. A conference call will be held with the Committee and the Chapter to discuss the report as well as allow the Chapter President to discuss issues or challenges that may have arisen.

### **Application to Form a Regional Chapter**

The complete application package for new chapter formation includes the following documents:

- A Regional Chapter Application Form (Appendix A)  
Line-by-line instructions for completing the application are included with Appendix A.

The Application Form is designed to show that the prospective chapter has in place both a body of CMAA members committed to supporting the startup and continued operation of the chapter and a program activity plan that will attract current members and build membership for the future. In completing the Application Form, all members involved should ensure that they have read and understand the provisions of the Regional Chapter Affiliation Agreement, the Standard Regional Chapter Bylaws, and the Regional Chapter Administrative Manual, all of which must be upheld and abided by if the chapter is to succeed.

- A completed Regional Chapter Affiliation Agreement (Appendix B)

The Affiliation Agreement is between CMAA National and a Regional Chapter, layint out the essential requirements and guidelines for the operation of the Chapter as a subsidiary of CMAA.

- A completed set of Standard Regional Chapter Bylaws (Appendix C)

These Bylaws have been adopted by the CMAA Board of Directors to provide for consistent governance and administration of the chapter. Chapters may adopt "Additional Provisions" they feel are necessary to govern as long as those provision do not conflict with the CMAA Bylaws or any other policies approved by CMAA National for the administration of Regional Chapters.

- Chapter Incorporation Information (Appendix D)

The incorporation process must be completed within 90 days after chapter chartering.

- Chapter Six-Month Review Form – form provided directly to President.

## INSTRUCTIONS FOR CMAA REGIONAL CHAPTER APPLICATION FORM

Line by line instructions for completing the Application Form are as follows:

- **Name of Proposed Chapter:** The name of the chapter must always include both the local chapter name and the name of the Association.
- **Address/Telephone/Fax/Email:** The address of the chapter can be the work address of the chapter president or Steering Committee chair. Specify any routing designation within the firm that will make this feasible. Use the telephone, fax, and email of the chapter president or steering committee chair. However, a permanent address for the chapter (i.e. P.O. Box) is requested by National once the chapter is formally chartered.
- **Service Region:** A description of the geographical boundaries to be served by the chapter. Include only those areas within which it is reasonable to expect members to regularly participate in chapter meetings.
  - **Number of Prospective Members in Service Region:** Obtain from the roster of potential members.
- **Key Locations:** List towns, cities or metropolitan areas in which meetings are likely to be held within the Service Region.
- **Charter Members:** A minimum of three (3) CMAA Corporate Member Representatives, one (1) Owner Member, and nine (9) CMAA Individual Category Members (not students) are required to form a chapter. Check with CMAA National to ensure that all listed charter members are currently in good standing.
- **Chapter Officers:** Chapter officers serve on the same calendar as CMAA, with terms running approximately October 1-September 30, coinciding with the date of the Association's National Conference & Trade Show.
- **Election Procedure:** Indicate how officers were chosen or elected and by whom (Steering Committee or initial membership meeting).
- **Formation History:** Describe the meetings and events involved in the formation process leading up to submittal of the formal application.
- **Chapter Dues:** Indicate whether or not the chapter plans to assess dues and the method by which they will be collected. Chapter dues levels, if applicable, are included in the Regional Chapter Affiliation Agreement and must be reviewed by the CMAA Board annually. Chapters are individually responsible for dues collection.

- **First Year Program:** Complete the fill-in questions and provide narrative outline of the activities planned for the coming year. List any standing committees that will be established.
  - **Frequency of Regular Meetings:** Indicate whether regularly scheduled meetings of chapter members will be monthly, semi-monthly, quarterly, etc.
  - **Special Events:** Planned events which may involve other than regular chapter members, such as seminars or local conferences.
  - **Other Activities:** Examples would be trade show participation, scholarship fundraising, special project tours, etc.
  - **Committees:** Include both chapter operations committees as well as those that parallel CMAA National committees, such as professional development, government affairs, etc.
- **First Year Financial Plan:** Complete as indicated.
  - **Bank Account(s):** Each chapter must establish, upon approval of chapter affiliation by the CMAA Board of Directors, at least a checking account at a bank central to chapter operations and not requiring a change in bank each time the chapter treasurer changes.
  - **EIN:** Each chapter must obtain an IRS form SS-4 to apply for a tax identification number. This can be done through the IRS ([www.irs.gov](http://www.irs.gov)). This should be completed upon final approval of chapter affiliation.
  - **Chapter Incorporation:** Each chapter must apply for incorporation status with their respective state or locality as a 501(c)(6) organization. This should be completed upon final approval of chapter affiliation. *Incorporation must be achieved within 90 days of the chapter chartering.*
  - **Accounts Management System:** Each chapter must utilize a computerized system to maintain its accounts and provide required reports to CMAA National. CMAA National currently offers QuickBooks online for this purpose at no cost to the chapter.
- **Business Plan:** Complete as indicated.
  - **Revenue/Expense:** Estimate based on specific number of planned regular meetings, special events, and other specified activities planned during the period.
- **Signatures:** Application must be completed by the prospective leadership consisting of the president, vice president, and secretary/treasurer. If the new chapter is being formed from part of an existing/parent chapter, that chapter president's signature must be included.
- **Required Attachments to the Application:**
  - Completed Chapter Affiliation Agreement
  - Completed Regional Chapter Bylaws

## APPENDIX A REGIONAL CHAPTER APPLICATION FORM

**Name of Proposed Chapter:** \_\_\_\_\_

**Address (President):** \_\_\_\_\_

Firm: \_\_\_\_\_

Street/PO: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

**Chapter Territory:** \_\_\_\_\_

Number of Prospective Members in Territory: \_\_\_\_\_

**Key Locations:** \_\_\_\_\_

<b>Charter Members:</b>	<b>Name</b>	<b>Firm/Agency</b>
(1) Corporate [ ]	_____	_____
(2) Corporate [ ]	_____	_____
(3) Corporate [ ]	_____	_____
(1) Owner	_____	_____
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____

**Chapter Officers:**

President: \_\_\_\_\_ Firm: \_\_\_\_\_

Vice President: \_\_\_\_\_ Firm: \_\_\_\_\_

Secretary/Treasurer: \_\_\_\_\_ Firm: \_\_\_\_\_

**Election Procedure:**          Steering Committee Appointment/Election  
                                       Membership Vote  
                                       Other \_\_\_\_\_

**Formation History:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Chapter Dues:**

Does the Chapter intend to assess Chapter dues?    Yes    No    Don't Know

If yes, how will dues be collected? \_\_\_\_\_

**First Year Program:**

Frequency of Regular Meetings: \_\_\_\_\_

Special Events (specify type): \_\_\_\_\_

Other Activities: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Committees: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**First Year Financial Plan:**

Proposed Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

\_\_\_\_\_

To be provided after approval of chapter affiliation:

EIN Number: \_\_\_\_\_

Incorporation completed?  Yes  No

Bank Account Number(s): \_\_\_\_\_

**Accounts Management System:**

Has it been established?  Yes  No

If yes, what system is being used? \_\_\_\_\_

**Business Plan:**

Specify fiscal period ending on December 31: From \_\_\_\_\_ to \_\_\_\_\_

List revenue sources and amounts; estimated total revenue:

List expense items and amounts; estimated total expenses:

Projected net revenue from Chapter operations: \$ \_\_\_\_\_

**Signatures**

The persons whose signatures are affixed to this application have read and understand the provisions of the Regional Chapter Affiliation Agreement, the Standard Regional Chapter Bylaws, and the Regional Chapter Administrative Manual and agree to abide by the policies and procedures stated therein.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary/Treasurer: \_\_\_\_\_

Date of Application Submittal: \_\_\_\_\_

In the event the new chapter is being formed from an existing/parent chapter, the signature of that chapter president signature must be affixed to this application, attesting to their knowledge of the new chapter formation.

Parent Chapter President \_\_\_\_\_

Parent Chapter Name \_\_\_\_\_

**Required Attachments to the Application**

Regional Chapter Affiliation Agreement

Standard Regional Chapter Bylaws

---

**FOR USE BY CMAA NATIONAL ONLY:**

Approvals:

Reviewed by the National Office: \_\_\_\_\_ Date \_\_\_\_\_

Approved by the Regional Chapters Committee: \_\_\_\_\_ Date \_\_\_\_\_

Approved by the CMAA Board of Directors: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX B**  
**REGIONAL CHAPTER AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Construction Management CMAA of America (CMAA), a 501(c)(6) nonprofit corporation, with its principal place of business at 7926 Jones Branch Drive, Suite 800, McLean, Virginia 22102, and the \_\_\_\_\_ Chapter of the Construction Management Association of America, a 501(c)(6) nonprofit corporation, with its principal place of business at \_\_\_\_\_

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

**I. Grant of Charter to Chapter.**

A. Charter. CMAA hereby grants to the Chapter a non-exclusive charter to be a chapter of CMAA. In accordance therewith, Chapter is authorized to use the name "Construction Management CMAA of America," "CMAA" and logo of CMAA in or in connection with Chapter's name, acronym and logo, with the authority to use such marks in connection with Chapter's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by CMAA.

B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by CMAA or surrendered by Chapter, pursuant to the terms of this Agreement for revocation and surrender.

C. Territory. Chapter shall represent CMAA as CMAA's affiliate in \_\_\_\_\_ (the "Territory"), pursuant to and in accordance with CMAA's mission and purposes as set forth in CMAA's Articles of Incorporation and Bylaws or as otherwise established by CMAA's Board of Directors. Chapter acknowledges that this designation is non-exclusive in the Territory and that CMAA may, in its sole discretion, designate other affiliates in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.

D. Authorized Activities. CMAA specifically authorizes Chapter to conduct activities within the Territory as may be consistent with the mission and purposes of CMAA and in which CMAA may from time to time authorize Chapter to engage. In conducting those activities, the Chapter shall abide by and promote the purposes and objective of CMAA as set forth in the CMAA Bylaws. The Chapter shall conduct all activities in a manner to uphold the highest professional and ethical standards of the profession and CMAA.

- Promote and support the purposes and objectives of CMAA in the local design and construction community.

- Promote and encourage the growth of CM and the improvement of CM practice.
- Promote CM through relationships with academic institutions and student organizations.
- Promote regional activities for CMAA members.

## **II. Membership.**

A. Membership in CMAA is a prerequisite to Chapter membership. The terms and conditions of membership in CMAA shall be determined exclusively by CMAA. The terms and conditions of membership in the Chapter shall be determined exclusively by Chapter, and shall be set forth in Chapter's Bylaws. All members of CMAA currently in good standing and located within a Chapter's assigned geographical territory, as defined by CMAA, shall be members of that Chapter.

B. A Chapter must maintain a minimum active membership of three corporate membership and nine individual category CMAA members, including the Chapter officers, to be eligible to be chartered as a CMAA Regional Chapter. No person, firm, organization, or other entity shall be considered a Chapter member or be accorded any privilege or benefit of membership who is not a member in good standing of CMAA.

C. Chapter membership categories, if used, shall be the same as those assigned to members by CMAA.

## **III. Obligations of CMAA.**

CMAA's obligations under this Agreement shall include:

A. Assisting local members in putting on periodic regional market seminars as forums for communication and business development

B. Assisting in the formal establishment of a chartered regional chapter for CMAA members as the most direct form of outreach when there is assurance that the critical mass of membership and the capacity for sustained interest and leadership exists to maintain an active chapter of CMAA.

C. Providing administrative support and operational guidance/direction, particularly with regard to fiscal, insurance, membership, certification, educational programs, and other matters requiring coordination with the national program.

## **IV. Obligations of Chapter.**

Chapter's obligations under this Agreement shall include:

A. Corporate and Tax Status. If applicable, Chapter warrants that it is incorporated as a nonprofit corporation in good standing, that it shall remain in good standing, and is and shall remain exempt from federal income tax under Section 501(c)6 of the Internal Revenue Code.

B. Articles of Incorporation, Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of CMAA, Chapter heretofore provided to CMAA, and CMAA provided its approval to, the Articles of Incorporation and Bylaws of Chapter. Such Chapter Bylaws are, and shall remain, consistent in all material respects with the Standard Regional Chapter Bylaws attached hereto as Appendix C and incorporated by reference herein. Any amendments to Chapter's Articles of Incorporation or Bylaws must first be submitted to, and approved by, the CMAA Board of Directors. Chapter shall have as its purposes those set forth in the Model Bylaws attached hereto, shall conduct its activities at all times in strict accordance with such Bylaws, and shall comply at all times with all of the requirements set forth in CMAA's Bylaws and all other chapter-related policies, the CMAA Regional Chapters Administration Manual, procedures, handbooks, or other written guidance heretofore or hereafter promulgated by CMAA (all of which are incorporated by reference herein).

C. Governance. The Chapter shall be governed by a Chapter-elected Board of Directors and officers in accordance with the Standard Regional Chapter Bylaws. No person, firm, organization or other entity shall be elected, appointed, or otherwise assigned to act in an official capacity, in or on behalf of the Chapter, who is not a current member of CMAA.

D. Compliance with Laws. Chapter warrants that it is in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement, and shall remain in full compliance with, and otherwise conduct its activities at all times in accordance with, all applicable law, regulations and other legal standards. Further, Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, Chapter warrants that it shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate or tax status.

E. Tax Exempt Activity Limitations. The CMAA is prohibited from engaging in certain activities that are specified in the applicable tax laws. For example, and not by way of limitation, the CMAA as a tax exempt organization is prohibited from participating in or intervening in any political campaign on behalf of or in opposition to a candidate for public office. The Chapter shall not engage in activities that are not tax exempt under IRS 501(c)(6) and shall seek guidance from CMAA in connection with Chapter activities and the applicability of IRS 501(c)(6) (if applicable).

F. CMAA Foundation. The CMAA's IRS 501(c)(3) charitable Foundation is the appropriate repository for contributions to be utilized by the Chapter for research or educational purposes within the guidelines established by the Foundation. The Chapter shall obtain the approval of CMAA for any and all Chapter activities that are to be conducted for the purpose of soliciting or receiving money that is to be contributed to the Foundation.

G. Recordkeeping, Reporting and Inspection. The Chapter shall establish and maintain a bank account or accounts and financial records of all income and expenses. Chapter shall

maintain all records related to its corporate and tax-exempt status and shall forward to CMAA copies of its Articles of Incorporation, Bylaws and tax exemption determination letter from the Internal Revenue Service (if applicable), as well as any adverse notices or other correspondence received from any governmental agency (e.g., Internal Revenue Service, state Secretary of State or corresponding agency). Chapter shall maintain reasonable records related to all of its programs, activities and operations. Chapter shall submit regular written reports, no less than once per year, to CMAA summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon the written request of CMAA and at CMAA's expense, Chapter shall permit CMAA or CMAA's designated agent to review appropriate records of Chapter pertaining to its programs, activities and operations. Alternatively, Chapter shall send to CMAA copies of such records.

H. Chapter Dues. The Chapter may collect Chapter dues from members as approved by the CMAA Board of Directors. The payment of dues shall be voluntary and no CMAA member shall be denied participation in Chapter activities for non-payment of Chapter dues. The annual Chapter dues assessment to be charged each Chapter member must be approved by the CMAA Board of Directors. Any change to dues assessments must be approved by the CMAA Board of Directors.

I. Programs and Activities. Chapter shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of CMAA, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall endeavor to use, to the extent possible, materials available through CMAA in support of such programs and activities. Chapter shall send to CMAA on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Chapter intends to sponsor or conduct. CMAA may, at its sole discretion, send representatives to observe such programs and activities.

J. Government Affairs Efforts. Chapter shall endeavor to conduct government affairs efforts within the Territory consistent with the purposes and objectives of CMAA. In performing this function, Chapter shall work with CMAA in order to ensure national consistency in these efforts. Chapters are prohibited from involvement in election campaigns.

## V. Intellectual Property and Confidential Information.

A. Limited License. In accordance with CMAA's non-exclusive grant to the Chapter to be a chapter of CMAA in the Territory, Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "Construction Management Association of America," "CMAA," logo of CMAA, and other CMAA trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "Marks"); (ii) CMAA's membership mailing, telephone, fax, and electronic mail lists with respect to past, current or prospective members of CMAA located within the Territory (hereinafter collectively referred to as the "Mailing List"); and (iii) all copyrighted or proprietary information and materials provided by CMAA to Chapter during the Term of this Agreement (hereinafter referred to as the

“Proprietary Information”)(the Marks, Mailing List, and Proprietary Information are hereinafter collectively referred to as the “Intellectual Property”) in or in connection with Chapter’s name, acronym and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to Chapter by CMAA.

- The Intellectual Property is and shall remain at all times the sole and exclusive property of CMAA. The Intellectual Property may be used by Chapter of CMAA if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by CMAA. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of Chapter by CMAA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by CMAA in its sole discretion.
- CMAA’s logo may not be revised or altered in any way, and must be displayed in the same form as produced by CMAA. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of CMAA.
- The Intellectual Property must be used by Chapter in a professional manner and solely for official Chapter-related purposes. Chapter shall not permit any third party to use the Intellectual Property without CMAA's express prior written approval. Chapter shall not sell or trade the Intellectual Property without CMAA's express prior written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of CMAA, discredits CMAA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between CMAA and Chapter, including but not limited to the fact that Chapter is a separate and distinct legal entity from CMAA.
- Chapter shall maintain the confidentiality of the Mailing List and shall not sell, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of CMAA.
- In any authorized use by Chapter of the Intellectual Property, Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Chapter Territory, and any other guidelines that CMAA may prescribe.
- CMAA shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. CMAA reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that Chapter’s

usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license. Use of the Intellectual Property shall create no rights for Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by Chapter shall terminate immediately upon the revocation, surrender or other termination of this Agreement. Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

B. Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

## **VI. Relationship of Parties.**

The relationship of CMAA and Chapter to each other is that of independent contractors. Nothing herein shall create any CMAA, joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that Chapter is an agent of CMAA.

The Chapter shall provide for and maintain liability insurance in connection with all Chapter activities. This insurance can be obtained through CMAA or by the Chapter in its local area.

## **VII. Indemnification.**

Chapter shall indemnify, save and hold harmless CMAA, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act or omission by Chapter or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Chapter in this Agreement. This indemnity shall

require Chapter to provide payment to CMAA of costs and expenses as they occur. Chapter shall promptly notify CMAA upon receipt of any Claim and shall grant to CMAA the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

### **VIII. Revocation or Surrender of Charter.**

A. Revocation of Charter. The charter granted by CMAA to the Chapter hereunder shall remain in full force and effect unless and until revoked by CMAA or surrendered by Chapter in accordance with the provisions of this Agreement. CMAA, through its Board of Directors, shall have the authority to revoke the charter of Chapter if the Board of Directors determines that the conduct of Chapter is in breach of any provision of this Agreement. Failure to meet stated Chapter Charter requirements, to follow administrative procedures, or to maintain a level of activity and leadership consistent with the objectives of CMAA regional chapters are grounds for termination by the CMAA Board of Directors.

Any decision by CMAA to revoke Chapter's charter shall be initiated by sending written notice to Chapter specifying the grounds upon which the revocation is based; however, CMAA shall provide Chapter with a minimum of thirty (30) days from the date of such notice to respond. Cure for all outstanding problems must be initiated with the Chapter's response to the notification and be totally corrected within ninety (90) days from notification. In the event that CMAA determines, in its sole discretion, that Chapter has not corrected the condition leading to CMAA's decision to revoke Chapter's charter, CMAA shall so notify Chapter in writing. CMAA's decision shall become final unless, within thirty (30) days of its receipt of written notice from CMAA, Chapter delivers to CMAA a written notice to appeal such determination. Upon the filing of such an appeal notice, Chapter shall have the opportunity to present its case, by written communication or in person, to the Board of Directors of CMAA pursuant to the applicable rules or procedures prescribed by CMAA's Board of Directors. The decision of CMAA's Board of Directors upon such appeal shall be final and not subject to further appeal.

B. Surrender of Charter. Chapter may surrender its charter by delivering to CMAA written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender.

### **IX. Miscellaneous.**

A. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

B. Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

C. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

D. Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the Commonwealth of Virginia. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

E. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the Commonwealth of Virginia. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the Commonwealth of Virginia.

F. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

G. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

I. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

J. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

K. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

L. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by fax, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or fax numbers:

If to CMAA: 7926 Jones Branch Drive, Suite 800  
McLean, Virginia 22102  
Attn: Bruce D'Agostino, Executive Director  
Fax: 703-356-2622

If to Chapter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_-

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

Construction Management Association of America

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Chapter of Construction Management Association of  
America

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## APPENDIX C STANDARD REGIONAL CHAPTER BYLAWS

### ARTICLE I – NAME AND REGION

The name of this organization is the Construction Management Association of America, the (identified under Article XI, Section 1) Region (hereinafter "the Chapter"). It is a regional chapter chartered by the Construction Management Association of America, Inc. (hereinafter "CMAA" or "the Association"). CMAA is incorporated under the laws of the Commonwealth of Virginia. This chapter of CMAA is an incorporated association of firms and individuals. The Region serviced by this Chapter is defined under Article XI, Section 1 - "Additional Provisions."

### ARTICLE II – RELATION TO CMAA BYLAWS AND PURPOSES

The primary objective of the chapter is to support the purposes of CMAA. The Bylaws of the Chapter are subject to the Bylaws of the Association and the Regional Chapter Affiliation Agreement.

### ARTICLE III – CHAPTER PURPOSES AND OBJECTIVES

- Section 1.** Promote and support the purposes and objectives of CMAA.
- Section 2.** Promote CMAA membership growth.
- Section 3.** Promote and encourage the growth and development of construction management ("CM") as a professional service and to enhance the quality of CM practice at the regional level through association of CM practitioners with CM service users and owners, contractors, architects, engineers, suppliers, and other construction service related groups and individuals.
- Section 4.** Promote the development of Student Chapters within the Region; to maintain a direct link between CM practitioners and academic institutions active in the teaching and research of CM; and to promote cooperation between practitioners, students, and professors in matters of common interest to the advancement of the CM practice.
- Section 5.** Hold meetings and events for CMAA Chapter members.

### ARTICLE IV – MEMBERSHIP AND VOTING

- Section 1.** **Membership.** Membership in CMAA is a prerequisite to Chapter membership.
- Section 2.** **Voting.** On all matters of Chapter business, each Chapter member shall have one vote. Unless otherwise specified in the Chapter Bylaws, voting on matters of business conducted at regular or special membership meetings shall be decided by the majority of those present.
- Section 3.** **Payment of Dues.** Any member who has paid in full all current dues levied by CMAA and is located in the assigned geographical area shall be deemed in good standing of the Chapter. Payment of Chapter dues (if any) is not a requirement for membership.

**Section 4. Solicitation.** The list of members of or applicants to the Association shall not be used for advertising or solicitation. Lists may be circulated only to dues-paying members and are for use only in accordance with the purposes of the Chapter as specified by its Board of Directors.

## **ARTICLE V – CHAPTER MEETINGS**

**Section 1. Meetings.** Chapter meetings will be held on a schedule approved by the Board of Directors.

**Section 2. Notices.** It shall be the duty of the Secretary to announce any meeting to regular members by written or electronic notice at least ten (10) days prior to the date when the meeting shall be held. The notice shall state the time, date, place, agenda, and the principal speakers, if any.

**Section 3. Rules.** All meetings shall be conducted in accordance with the parliamentary procedure of Robert's Rules of Order.

## **ARTICLE VI – BOARD OF DIRECTORS OF THE CHAPTER**

**Section 1. Number, Terms.** The Board of Directors shall consist of no fewer than four members, and will include the elective officers and the Past President. The President of the Chapter shall act as Chair of the Board of Directors. Directors shall serve a minimum of a one-year term with no limitation on the number of terms.

**Section 2. Responsibilities.** The Board of Directors shall be responsible for the management of the affairs of the Chapter. They will draft and propose "Additional Provisions" to the Standard Chapter Bylaws for approval by the Association Board of Directors and the Membership of the Chapter.

**Section 3. Meetings.** The Board of Directors will meet at least quarterly.

**Section 4. Quorum.** At any meeting of the Board of Directors, a quorum for the transaction of Chapter business shall consist of a majority of the Directors, but if at any meeting of the Board there will be less than a quorum present, a majority of those present may adjourn the meeting without notice until a quorum shall attend. All decisions and elections of the Directors shall be by a majority vote. Each member of the Board, except the Chair, has one vote; no proxies are allowed. The Chair will only vote on those issues where the vote breaks a tie.

**Section 5. Notices.** At least ten (10) days prior to any meeting of the Board of Directors, written notice which states the place and purpose of such meeting shall be mailed or sent electronically by the Secretary or the Secretary's designee to each Director.

**Section 6. Attendance.** Any Board Member who fails to attend two (2) consecutive Board meetings will be warned by the Chairman. If he or she fails to attend the third consecutive meeting, he or she shall automatically be removed from the Board, unless excused by the Board by two-thirds vote.

**Section 7. Election.** If the incumbent Board of Directors determines that a Board of more than four members is warranted for the following year or if the Past President will not be able to serve, the nominating committee shall be instructed to nominate a slate of Board nominees in addition to the Officers (as provided in Article VII, Section 2) for election at the Annual Membership meeting.

## **ARTICLE VII – OFFICERS**

**Section 1. Elective Officers.** The elective officers shall be the President, the Vice President, and the Secretary/Treasurer who, together with the Past President, shall serve on the Board of Directors. The Secretary/Treasurer can be separated into two offices. Members of the same firm shall not serve simultaneously as an elective officer or as Past President.

**Section 2. Nomination and Election.** The nominating committee shall prepare a slate of nominees for officers of the Chapter. Nominations may also be made from the floor. The officers shall be elected by members prior to the CMAA National Conference and will be expected to attend the Conference.

**Section 3. Term of Office.** Each officer shall assume office immediately following the National Conference and shall hold office for one year or until his successor shall be duly elected and has assumed office. Elected officers shall be eligible to serve only two consecutive terms in the same office.

**Section 4. Vacancy.** A vacancy occurring in any office shall be filled by a replacement selected by the Board of Directors for the balance of the term.

**Section 5. President.** The President shall be the chief elected officer of the Chapter and shall preside at all meetings of the Board of Directors and the membership of the Chapter. The President will constitute the communications link between the Chapter and the Association. The President shall have, perform, and discharge the duties as the Board of Directors from time to time may prescribe. The President shall be an ex-officio member of all committees except the nominating committee. It shall be the duty of the President to appoint all committees.

**Section 6. Vice President.** The Vice President shall perform and discharge such powers and duties as the President or the Board of Directors from time to time may prescribe. The Vice President shall perform the duties of the office of the President in the absence of the President. The Vice President will become President on the succeeding year of office.

**Section 7. Secretary/Treasurer.** The Secretary/Treasurer shall be responsible for all monies of the Chapter, collect all dues and assessments, and have the custody of the funds and other assets of the Chapter, subject to the discretion and control of the Board of Directors. The Secretary/Treasurer shall be responsible for a correct and accurate accounting of all monies received and dispersed and of the financial condition of the Chapter, all to be reported to the Chapter and the Association. The Secretary/Treasurer shall be responsible for a complete roll of the names and addresses of the Board of Directors and the members of the Chapter and informing the Association of same. The Secretary/Treasurer shall be responsible for the taking and keeping of minutes accurately reflecting the proceedings at all meetings of the Chapter and shall have, perform, and discharge the duties usually pertaining to such office and such other power and duties as

the President and the Board of Directors may from time to time prescribe. The Secretary/Treasurer shall report to the Board of Directors at its regular meetings.

## **ARTICLE VIII – FINANCE AND DUES**

- Section 1. Fiscal Year.** The fiscal year of the Chapter shall coincide with the fiscal year of the Association.
- Section 2. Budget.** The financial operations of the Chapter shall be conducted in accordance with an annual operating plan recommended by the Secretary/ Treasurer, reviewed by the President, and approved by the Board of Directors.
- Section 3. Dues.** Chapter dues may be assessed annually as specified in the Chapter Affiliation Agreement. Payment of Chapter dues shall not be a prerequisite to Chapter membership.
- Section 4. Disbursements.** The Secretary/Treasurer or President shall be authorized to disburse checks upon approval of the appropriate officer or committee chairman and within the limits of the approved budget.
- Section 5. Audits.** The accounts of the Chapter shall be audited not less than annually by a committee of two members in good standing other than the President and Secretary/ Treasurer. A report of the results will be submitted to the Chapter Board of Directors.
- Section 6. Beneficiary of Assets.** Should the Chapter be dissolved for any reason, its assets shall, after payment of all just debts, be turned over, without restriction, to the Construction Management Association of America, Inc.

## **ARTICLE IX – AMENDMENTS**

Additional Provisions to these Standard Bylaws must be approved by the Chapter Board of Directors and submitted with the Chapter Affiliation Agreement for approval by the Association Board of Directors.

## **ARTICLE X – DISSOLUTION**

The Chapter may be dissolved at any time by the Association Board of Directors or the Chapter Board of Directors in accordance with the Chapter Affiliation Agreement.

## **ARTICLE XI – ADDITIONAL PROVISIONS**

- Section 1. Chapter Service Areas.** Chapter service areas are defined as geographical boundaries within which Chapters may be expected to extend services to CMAA members and those members may reasonably participate in Chapter activities. Individual members may request assignment to an alternative Chapter through the national office. Chapter service areas are subject to change, with approval of the CMAA national office, upon the request of a Chapter and with the mutual consent of other chapters affected.

## APPENDIX D CMAA CHAPTER INCORPORATION INFORMATION

### **Chapter Incorporation**

It's very important that you incorporate as a 501(c)6 non-profit organization. CMAA recommends using The Company Corporation at <http://www.corporate.com> for chapter incorporation::

- Contact person: Natasha Evans
- Contact Information: 1-800-315-9420 ext. 8562; nevens@incorporate.com
- Package type: Recommend Economy or Basic Incorporation -
- State incorporation fees vary

However, chapters may pursue the incorporation process directly with the State in which the incorporation is being filed.

### **Immediately after chartering, each chapter will be responsible for the following:**

- Chapters should identify an address and contact person to use as its "Principle Place of Business." This contact person must have a street address and cannot list a P.O. Box. CMAA recommends that the chapter select an individual or business who can serve in this capacity for a longer duration than simply a term as a chapter officer. From time to time, the contact person designated as the Principle Place of Business will receive notifications and information regarding the incorporation status, e.g. renewals, from the Company Corporation. This designee, however, is not automatically the Registered Agent.
- The Chapter must acquire an EIN number under its official chapter name. The EIN is procured through the IRS ([www.irs.gov](http://www.irs.gov)).
- Begin the incorporation process either by contacting The Company Corporation, the State, or Martha Montague, CMAA's chapter relations manager (336-492-6028; [mmontague@cmaanet.org](mailto:mmontague@cmaanet.org)). This process must be completed within 90 days of chartering the chapter.

### **Annually:**

- File Federal taxes using the appropriate IRS Form 990 and State taxes using appropriate form for tax-exempt organizations. The IRS has updated the rule requiring tax-exempt organizations to file tax returns as follows: Beginning in 2008 for the 2007 tax year, exempt organizations with gross receipts under \$25,000 must file an annual notice. For more information, please visit the [IRS Website](#).
- Renew the chapter's incorporation status.

### **The Company Corporation will perform the following:**

- Act as the Registered Agent on behalf of the chapter.
- File Articles of Incorporation with the state in which the chapter does business. Chapters must incorporate using their official chapter name as it exists on the Regional Chapter Formation application.
- Pay the incorporation fees to appropriate state agency.
- Manage the yearly incorporation renewal process with the State where the chapter is incorporated. A \$125 fee plus appropriate State renewal fees are charged for this service.