



# SSA Affiliated Association Agreement 2011

## **IMPORTANT NOTES:**

If renewing: Agreement is evergreen and in place unless terminated with 30 days notice by the Affiliated Association.

If new or renewing: After the Final Agreement is sent to you, please have your (elected or Board-appointed) Chief Executive/Operating Officer sign two copies of the language of the new language and forward both to SSA; after SSA signs, one signed copy will be returned to you. Also, please forward an electronic (Excel spread sheet) up-to-date membership list to include First name/Last name, Company, Address, City, State, Zip, Country (if other than US), Phone and E-mail address (to be used in the case of legislative alerts in a specific county/state).

As soon as your Association affiliates with SSA your members are eligible to begin receiving monthly copies of the SSA Globe magazine. All other benefits under this Agreement (including a \$50.00 SSA discount certificate) to your members will commence upon payment of dues. No dues to SSA are required until January 1, 2011; so please budget accordingly.

## 2011 SSA AFFILIATION AGREEMENT

This **Affiliation Agreement** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Self Storage Association ("SSA" or "Association") and the \_\_\_\_\_ ("Affiliate").

### Recitals

**WHEREAS**, SSA is a non-stock corporation under the laws of the Commonwealth of Virginia with its principal place of business in Alexandria, Virginia, and is the national trade association serving the self storage industry in the United States;

**WHEREAS**, Affiliate is a not-for-profit \_\_\_\_\_ corporation under the laws of the State of \_\_\_\_\_ with its principal place of business in \_\_\_\_\_, and serves the self storage industry in its Area;

**WHEREAS**, SSA and Affiliate desire to create this affiliation for purposes of developing programs and services for the self storage industry; serving the needs of self storage owners, operators and managers; and, cooperating on issues affecting the self storage industry; and,

**WHEREAS**, SSA maintains an affiliate liaison at Association Headquarters and the Annual Affiliation Fee under this Agreement will help to underwrite the costs of this liaison.

**NOW, THEREFORE**, based on mutual consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

### Agreement

#### 1. Definitions.

Except as may be otherwise expressly stated within this Agreement, the following terms shall have these meanings in this Agreement:

1.1 "Affiliate Indicia" shall mean the trade name and style of the Affiliate, including its trademarks and logotypes.

1.2 "Annual Affiliation Fee" shall mean the amount paid from time to time by the Affiliate to SSA for participation in this affiliation, which amount is determined and is payable from time to time in accordance with this Agreement.

1.3 "Area" shall mean [insert State or area covered by Affiliate] \_\_\_\_\_.

1.4 "Chief Executive/Operating Officer" shall mean the principal presiding officer, chairman or president, whether by election or appointment, as that office is defined in the Affiliate's By-laws.

1.5 "Direct Member" shall mean a company, entity or person having a regular, dues-paying membership in good standing in SSA as defined by the Association's By-laws.

1.6 "Fall Show" shall mean a conference and trade show produced and conducted each Fall by the SSA in differing locations across the United States for the benefit of the self service storage industry.

1.7 “Globe” shall mean the trade magazine published monthly by SSA entitled the *SSA Globe*.

1.8 “Indirect Member” shall mean a Member who, through the Affiliate’s payment of the Annual Affiliation Fee to SSA, receives certain benefits from SSA as set forth in this Agreement.

1.9 “Member” shall mean a regular, dues-paying member of the Affiliate as defined by the Affiliate’s By-laws;

1.10 “Spring Show” shall mean a conference and trade show produced and conducted each Spring by the SSA in differing locations across the United States for the benefit of the self-service storage industry.

1.11 “SSA Indicia” shall mean the trade name and style of the SSA, including its trademarks and logotypes.

## **2. Affiliation.**

2.1 SSA hereby confers on Affiliate the status of “authorized affiliate” of SSA in the Area, subject to the terms and conditions of this Agreement, SSA’s rules and policies, and the parties’ applicable Articles of Incorporation and By-laws.

2.2 The affiliation created by this Agreement shall apply only within the Area; provided, however, that this Agreement shall not modify the Affiliate’s governing documents or its relationships with Members of potential Members in its Area.

2.3 The parties are and shall remain independent. Neither SSA nor Affiliate shall represent to any third party that it has authority to serve as an agent for or incur any liabilities on behalf of the other for any purpose. SSA and Affiliate shall be managed by their respective Boards of Directors pursuant to each party’s governing documents.

2.4 Neither party shall be responsible for nor liable for the acts or omissions of the other, whether through the acts or omissions of its officers, directors, employees, or agents, regardless of whether the acts or omissions were committed intentionally or negligently. SSA officers and staff will not be held personally liable for any wrongful acts, intentional or otherwise, while acting on the behalf of SSA.

2.5 During the term of this Agreement, SSA shall not enter into a comparable affiliation agreement with any other trade association or entity serving the self storage industry in the Affiliate’s Area. Notwithstanding the foregoing, SSA may solicit persons within the Affiliate’s Area to become Direct Members of SSA.

## **3. Term; Termination.**

3.1 The term of this Agreement shall be one (1) year. The Agreement shall renew automatically for additional one (1) year terms, unless terminated in accordance with this Agreement.

3.2 SSA may terminate this Agreement and revoke the authorized affiliation for breach of this Agreement pursuant to Section 8.1 by a two-thirds (2/3) vote of the SSA Board of Directors. The SSA Board of Directors will provide the Affiliate with written notice of the termination and the reasons the action was taken within fifteen (15) days of the vote. The Affiliate may petition the SSA Board of Directors to withdraw the termination of affiliation no later than thirty (30) days of the date of notice of termination. When submitting the petition the Affiliate may request the opportunity to discuss the termination with the SSA Board of Directors and the discussion shall

either be held in person or by telephone conference call. The termination discussion shall be held within thirty (30) days of filing the petition. The SSA Board of Directors shall review the petition and all other information brought to its attention by the Affiliate, and if it determines, in its sole discretion, that the Affiliate is in compliance with Section 8.1, the Board shall withdraw its termination of affiliation. The SSA Board of Directors shall provide the Affiliate notification of its action on the petition within forty-five (45) days of receipt. The SSA Board of Directors may extend the time to respond to the Affiliate's petition an additional thirty (30) days by sending notice of this action to the Affiliate.

3.3 Affiliate may terminate this Agreement upon thirty (30) days written notice to SSA.

3.4 Upon termination of this Agreement, Affiliate shall have no further rights to use SSA Indicia and Affiliate shall cease to reference any affiliation with SSA. Upon termination of this Agreement, SSA shall have no further rights to use Affiliate Indicia and SSA shall cease to reference any affiliation with Affiliate. After any such termination, SSA shall retain the right to enter an affiliation agreement with another trade association or entity in the Affiliate's Area.

3.5 Termination of this Agreement shall not relieve either party of any obligations due and/or payable to the other party. SSA shall be entitled to retain any and all Annual Affiliation Fees paid by the Affiliate. Upon termination hereof, any accrued but unpaid amounts that may be due to SSA by Affiliate shall immediately become due and payable and shall be paid promptly by Affiliate less any disputed amounts. Disputed amounts shall not become due until the actual amounts have been affirmed or determined by an audit. Costs associated with the audit shall be paid by the party in error.

3.6 If an Affiliate elects not to renew its affiliation with the SSA or the affiliation is terminated by the SSA, the SSA and the Affiliate shall have the right to review and approve in writing all direct correspondence or communications to the Affiliate's members concerning the disaffiliation or ending of programs or services. Each party shall have ten (10) days from receipt of all proposed correspondence or communication to either approve it or state its objections. If no objection is raised within ten (10) days the correspondence or communication shall be deemed approved by the recipient.

#### **4. Benefits.**

4.1 Payment of the Annual Affiliation Fee by Affiliate to SSA shall entitle each Indirect Member to the following:

- (a) an annual subscription to the SSA Globe magazine;
- (b) an annual \$50.00 gift certificate from SSA that can be redeemed by the Member and applied to registration fees for SSA meetings, conferences or other education sessions or for publications; provided, however, that such certificate must be used within the calendar year it is issued;
- (c) Free attendance for all state association members to SSA's new monthly On-line University live Web casts. Any reproduction of the web casts will be at a fee determined by the SSA.

4.2 Payment of the Annual Affiliation Fee by Affiliate to SSA shall entitle the Affiliate to the following:

- (a) the right to co-mail Affiliate's newsletter or periodical -- either inserted into the Globe or sent in a common poly-bag mailer with the Globe -- four (4) times each year to its Members with SSA bearing the costs of postage;

- (b) the right to one (1) full-page ad per year in the *Globe*; however, the full page can be taken in increments (quarter-page minimum);
- (c) the right to an annual, updated electronic mailing list of all self storage facilities in the state from the SSA National Facilities Database.
- (d) the right to have the Affiliate's Chief Executive/Operating Officer register and attend the SSA Spring Show without the payment of registration fees to SSA; and,
- (e) the right to recommend qualified individuals to SSA 's Nominating Committee for consideration in filling open seats on the Association's Board of Directors in accordance with SSA's Bylaws.
- (f) Ability to apply for SSA Legislative-Regulatory support as well as a grant for state use (up to \$5,000 per grant).
- (g) Ability to place state information in the monthly state affiliate column of the **SSA *Globe*** magazine.

## **5. Annual Affiliation Fee.**

5.1 The affiliation created by this Agreement is conditioned on the Affiliate's payment of the Annual Affiliation Fee; provided, however that Affiliate's Chief Operating Officer is a Direct Member of SSA at the time Annual Affiliation Fee is paid to SSA.

5.2 The Affiliation Fee for 2011 is thirty dollars (\$30) per Affiliate's Regular Member, per year (not counting Vendor Members). Affiliation dues paid to SSA from Members who are both affiliate members as well as SSA direct members will be rebated back to the Affiliated Association once their membership list is submitted to SSA and reviewed for duplicate SSA direct memberships.

5.3 SSA's Board shall periodically review and assess the Annual Affiliation Fee and shall set and post the Annual Affiliation Fee each Fall (by November 1<sup>st</sup>) for the ensuing year. The Annual Affiliation Fee of thirty dollars (\$30) initially set forth in Section 5.2 shall remain in effect through 2011, and thereafter shall not be raised by more than 50 percent from year to year during any term of this Agreement.

5.4 The Annual Affiliation Fee, where assessed, must be paid by the Affiliate to SSA in accordance with Exhibit A attached hereto or its Members' subscriptions to the *Globe* and all other benefits under this Agreement shall be suspended.

## **6. Subsidiary Relationships.**

6.1 SSA and Affiliate may contract and cooperate with third-party organizations to achieve their respective objectives, but they shall not thereby, directly or indirectly, circumvent the intent of this Agreement. Affiliate agrees that it will not contract or cooperate with third-party organizations to compete, directly or indirectly, with SSA conferences, tradeshow, seminars, programs and publications without the SSA's prior written consent which shall not be unreasonably withheld. It is not the intent of this paragraph or this Agreement to require the Affiliate to have the SSA's consent to purchase services such as advertising or hiring speakers for Affiliate events from SSA competitors. Nor does this Agreement prevent the Affiliate from selling products or services such as booth space or event sponsorships to SSA competitors.

6.2 All visual graphics provided by a third-party organization for use in promotional materials

for events or activities co-sponsored or co-endorsed by SSA and Affiliate may not assume a dominant presence over that of the SSA or the Affiliate, but shall appear in position and prominence like that of the other participants.

6.3 Promotional materials for joint ventures with third-party organizations sponsored or endorsed by Affiliate, but not by SSA, shall clearly state that they are sponsored or endorsed by the Affiliate, and shall not give the impression of co-sponsorship or co-endorsement by the SSA unless SSA shall have first provided its consent in writing.

## **7. Compliance and Liability.**

7.1 All parties to this Agreement will strictly follow policies and procedures for, and remain in compliance with federal, state and local anti-trust, trade regulations, tax and other applicable laws, regulations and ordinances. SSA and Affiliate each shall maintain appropriate records of minutes of its governing body and meetings, as well as appropriate financial records.

7.2 Neither SSA nor Affiliate shall file federal and/or state income tax returns indicating that it controls the activities of the other party.

7.3 The Affiliate shall make available to SSA its Articles of Incorporation and By-laws on an annual basis for review by the Association. SSA shall make its Articles of Incorporation and By-laws available on annual basis for review by Affiliate.

## **8. Authorized Affiliate Standards.**

8.1 SSA's Board of Directors has the right to determine the reasonable minimum standards for defining an "authorized affiliate." The current standards are:

- (a) Maintain a minimum of twenty-five (25) Members and be located in the Area;
- (b) Provide periodically to SSA updated schedules of events;
- (c) Elect or Board-appoint its officers;
- (d) Ensure that its Chief Executive/Operating Officer is a Direct Member of SSA;
- (e) Provide a copy of its Articles of Incorporation and By-laws to SSA upon execution of this Agreement;
- (f) Ensure that its Chief Executive/Operating Officer, incoming or anticipated Chief Operating Officer or principal staff member attend the annual Leadership Conference, if held;
- (g) Ensure that its officers, directors, and Members act in compliance with its Articles of Incorporation, By-laws and the anti-trust laws of the United States and the Area in which it operates;
- (h) Remain a nonprofit organization and tax exempt under Section 501 (c) (6) of the Internal Revenue Code;
- (i) Provide the SSA with a mailing list by the 20<sup>th</sup> day of each month of Members (via an acceptable electronic format such as Excel spread sheet) who are eligible to receive the Globe the following month; if the mailing list is not received by this due date, SSA may mail the Globe to the previous month's list provided by the Affiliate;

(j) Provide the SSA with quarterly newsletter copy in a timely fashion so as to maintain the Globe's publishing deadlines;

(k) Promote SSA events on affiliate website and/or in newsletter as well as share 'About SSA' presentation at a member meeting at least once per year; and,

(l) Comply with the terms of this Agreement.

8.2 If for any reason, the Affiliate is unable to comply with these criteria set forth in Section 8.1 it will be given three (3) months to comply after written notice from SSA. If compliance is not achieved in that time period, the Affiliate will be put on probation and will be given an additional one (1) month to come into compliance. If after that time, the Association still does not meet the minimum criteria for a SSA authorized affiliate, the matter will be turned over to the SSA Board for action. Board action may include terminating this Agreement as set forth in Section 3.2.

## **9. Indicia.**

9.1 The parties acknowledge that SSA's indicia, name and reputation have significant intangible value to both SSA and Affiliate. Based upon this acknowledgment, SSA hereby grants to Affiliate a limited license to use SSA's name (with the word "Affiliate," or words, "Authorized Affiliate," or "Authorized Affiliate Association"), as well as the SSA Indicia in accordance with this Agreement. All uses of the SSA name and SSA Indicia are subject to the prior review and approval of SSA to ensure appropriate style and quality of its valuable proprietary property.

9.2 The graphic standards set forth by SSA (Attachment A) concerning the use of its name and SSA Indicia shall be adhered to and shall not be altered in any way without the express written permission of SSA.

9.3 The parties acknowledge that Affiliate's indicia, name and reputation have significant intangible value to both SSA and Affiliate. Based upon this acknowledgment, Affiliate hereby grants to SSA a limited license to use Affiliate's name (with the word "Affiliate," or words, "Authorized Affiliate," or "Authorized Affiliate Association"), as well as the Affiliate Indicia in accordance with this Agreement. All uses of Affiliate's name and Affiliate Indicia are subject to the prior review and approval of Affiliate to ensure appropriate style and quality of its valuable proprietary property.

## **10. Miscellaneous.**

10.1 If any portion of this Agreement shall be declared invalid, or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect and shall not be affected.

10.2 This Agreement is not assignable unless approved in writing by the non-assigning party.

10.3 All amendments to this Agreement must be in writing, approved by SSA's Board of Directors and by a vote of the Affiliate's Board of Directors before becoming effective and binding upon the parties.

10.4 Any and all previous affiliation or similar agreements between SSA and Affiliate are hereby terminated and declared null and void.

10.5 Any notice that be given hereunder shall be in writing and shall be deemed to be given on the date such notice is deposited in the United States mail, postage prepaid, addressed to the party receiving the notice as follows:

**If to SSA:**

Michael T. Scanlon, Jr.  
President & CEO  
Self Storage Association  
1901 N. Beauregard Street, Suite 450  
Alexandria, Virginia 22311  
Email: mscanlon@selfstorage.org

**Please insert Affiliate's Mailing & Primary E-mail addresses:**

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10.5 The parties hereto acknowledge that the person signing this Agreement on behalf of SSA and Affiliate are duly authorized to execute this Agreement and that their signatures hereto bind SSA and Affiliate to the terms and conditions hereof.

10.6 This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, SSA and Affiliate have executed this Agreement as of the date set forth above.

Accepted and agreed to:

Accepted and agreed to:

**Self Storage Association**

**[Your Association's Name]**

Name (Print): Michael T. Scanlon, Jr.

\_\_\_\_\_



Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**EXHIBIT A**  
**PAYMENT OF ANNUAL AFFILIATION FEE**

**[NOTE: The appropriate payment option will be inserted in each Affiliation Agreement]**

**[For Affiliates with a January 1<sup>st</sup> membership renewal]**

During the term of this Agreement or any extension thereof, Affiliate shall pay the Annual Affiliation Fee to SSA due in January of each year for each Regular Member (not counting Vendor Members) whose membership in the Affiliate is based or renewed on a calendar year basis. Affiliate shall provide SSA with a list of its current Members when this payment of the Annual Affiliation Fee is made. For any new Members joining the Affiliate after this payment of the Annual Affiliation Fee is made, the Affiliate may pay the Annual Affiliation Fee for such new Members when Affiliate updates Member information, including Member cancellations, to SSA for Globe subscriptions.

**[For Affiliates with rolling membership renewal dates]**

During the term of this Agreement or any extension thereof, Affiliate shall provide SSA in January of each year with a list of its current Members and the anniversary date for each Member's membership in the Affiliate. Within fifteen (15) days after the end of each month, Affiliate shall pay to SSA the Annual Affiliation Fee for each Member whose membership in the Affiliate was renewed that month and for any new Member who joined the Affiliate that month. In addition, within fifteen (15) days after the end of each month, Affiliate shall notify SSA of any Member who cancels or does not renew its membership in Affiliate.

**[For Affiliates with a membership renewal with a fixed date other than January 1<sup>st</sup>]**

During the term of this Agreement or any extension thereof, Affiliate shall pay the Annual Affiliation Fee to SSA by [insert 30 days after the membership renewal date] of each year for each Member whose membership is based or renewed on [insert annual membership renewal date]. Affiliate shall provide SSA with a list of its current members when this payment of the Annual Affiliation Fee is made. For any new Members joining the Affiliate after this payment of the Annual Affiliation Fee is made, the Affiliate may pay the Annual Affiliation Fee for such new Members when Affiliate updates Member information, including Member cancellations, to SSA for Globe subscriptions.