

## **(State) RPAC-Local Board PAC Cooperative Agreement**

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2006, by and between the (State) REALTORS® Political Action Committee, a voluntary, unincorporated political action committee organized under the laws of the State of \_\_\_\_\_ (hereinafter StatePAC), and the Political Action Committee formed by the \_\_\_\_\_ Board/Association of REALTORS® (hereinafter BoardPAC), a voluntary unincorporated political action committee organized under the laws of the State of \_\_\_\_\_.

### **WITNESSETH:**

Whereas, the membership of both StatePAC and Board PAC consists of REALTORS®; and

Whereas, the purposes of StatePAC and Board PAC are to promote the best interests of the real estate industry and the real estate purchasers and owners of the State of \_\_\_\_\_ by the support of candidates for election to office in the executive and legislative branches of state and local government; and

Whereas, StatePAC has entered into a cooperative agreement with the political action committee of the National Association of REALTORS® (RPAC) whose purpose is the support of candidates for election to federal offices; and

Whereas, the substantial identity of membership and purposes of StatePAC and BoardPAC make desirable cooperation between them to the end of affecting their respective purposes.

Now, therefore, in consideration of the foregoing and the following, the parties agree as follows:

1. StatePAC and Board PAC shall undertake joint fundraising campaigns in conjunction with RPAC for the purpose of securing personal contributions, and to the extent permitted by law corporate contributions, from their members and others for use to support of candidates for elective office in state, local and federal government, and also for use in connection with other political programs.
2. Contributions received through such joint fundraising campaigns shall be submitted to the (State) Association of REALTORS® and StatePAC for screening, allocation, and clerical handling and deposited into a special transmittal account of the \_\_\_\_\_ (State) Association of REALTORS®.
3. All contributions so deposited shall be distributed to RPAC (including the NAR Political Advocacy Fund), StatePAC and Board PAC in accordance with the allocation formula set forth in Schedule A to this Agreement.
4. The allocation formula set forth in Schedule A may be modified with the consent of any party whose allocated share is reduced by such revised formula.

5. StatePAC shall provide BoardPAC with the names, addresses, occupations and such other information as it may, from time to time, to time, request in writing from StatePAC in respect of contributions to the joint fundraising campaigns, and each shall make such reports and such filing as may be required to comply with the laws applicable to it.

6. StatePAC and Board PAC agree that all solicitation materials used in the joint fundraising campaigns will inform each contributor of the applicable percentage of his or her contribution to be used for the support of Federal, state and local political candidates and elections, respectively. StatePAC will prepare and provide solicitation materials for be used in connection with the joint fundraising campaigns conducted by BoardPAC. Additional materials may be prepared and used by BoardPAC, at its own expense, subject to compliance with all legal requirements for such materials.

7. StatePAC and BoardPAC will further specifically advise all contributors of the portion of their contribution allocated RPAC that is charged against the applicable limits of contributions as provided in 2 USC Section 441a and the corresponding Federal Election Commission regulations.

8. StatePAC and BoardPAC agree that they shall not solicit contributions under the joint fundraising campaign from persons who are not members of the National Association of REALTORS<sup>®</sup> except to the extent permitted by state or local law. Contributions provided by non-members of the Board or State Association of REALTORS<sup>®</sup>, whether solicited or unsolicited, may be accepted but shall be treated as non-personal contributions for purposes of the allocation provided in paragraphs 3 and 4 hereof.

9. StatePAC shall deposit contributions collected through the joint fundraising campaigns into the transmittal account within 10 days from the date the contributions are received.

11. Neither StatePAC nor Board PAC shall make any contribution, direct or indirect, to any federal candidate or campaign.

12. BoardPAC shall not make contributions to any candidate for state office (including state legislative offices) and StatePAC shall not make contributions to any candidate for local office in any county, township, municipal or other local jurisdiction which includes any portion of the designated jurisdiction of the \_\_\_\_\_ Board/Association of REALTORS<sup>®</sup>, except that either BoardPAC or StatePAC may make such contributions with the prior express permission of the other.

13. That this agreement may be amended at any time by mutual consent of the parties, and it may be terminated by notice in writing given by registered mail by either party to the other, directed to its office address, at least 180 days prior to the date of termination. All contributions received prior to the effective date of termination shall be allocated in full, pursuant to this agreement, even if such allocation occurs after the termination date.

This Agreement, consisting of 3 pages and Schedule A is agreed and accepted, effective the \_\_\_\_\_ date of \_\_\_\_\_, 2006:

\_\_\_\_\_ (State) REALTORS Political Action Committee  
By: \_\_\_\_\_  
StatePAC Chair

\_\_\_\_\_ (State) Association of REALTORS  
By: \_\_\_\_\_  
President

\_\_\_\_\_ (Board) Political Action Committee  
By: \_\_\_\_\_  
BoardPAC Chair

\_\_\_\_\_ Board/Association of REALTORS  
By: \_\_\_\_\_  
President

Schedule A  
Allocation Formula

|                            | RPAC/PAF | StatePAC | BoardPAC |
|----------------------------|----------|----------|----------|
| Personal contributions:    | 30%/0%   | XX%      | YY%      |
| Non-personal contributions | 0%/30%   | AA%      | BB%      |