

Sample

STATE ASSOCIATION-LOCAL ASSOCIATION POLITICAL CONTRIBUTION COLLECTION AND COOPERATION AGREEMENT

This agreement is made and entered into this _____ day of _____ 201_ by and between the _____ (State) Association of REALTORS® (“State”) and the _____ (Local) Association of REALTORS® (“Local.”)

Whereas, RPAC is a Federal political committee operated by the National Association of REALTORS® registered with and reporting to the Federal Election Commission, and State operates State PAC as a state political committee registered with and reporting to the campaign finance regulatory agency in the State of _____; and

Whereas, State and Local cooperate to solicit and collect from their members contributions to RPAC and State PAC, and State intends to make available to Local a portion of such State PAC contributions for the purposes of supporting candidates seeking local elective office in the territorial jurisdiction of Local, as more specifically described below.

Now, therefore, in consideration of the foregoing State and Local agree as follows:

1. Local will engage in, and cooperate with and assist State to engage in, solicitation and collection of contributions to RPAC and State PAC as permitted by federal and state law and using methods such as dues billing, fundraising events, direct solicitations, and others. Such contributions include personal contributions by individual members for use by RPAC, State PAC, and Local in connection with the support of candidates for office for which only such personal contributions are lawful, and to the extent permitted by law contributions may also include those provided by contributors other than individuals.
2. Contributions collected by Local will be promptly provided to State for transmittal to the National Association of REALTORS® the portion intended for National RPAC and to State the portion intended for State PAC, as determined by State. Local shall also provide to State information about the identity of contributors, the date and amount of the contribution of each, and other information required by law or specified by State.
3. State will make a portion of the contributions collected by State available to Local for use in connection with local elections, as follows (Choose ONE of the following three options and strike the others that are inapplicable):

Local may retain ____% of the State PAC portion of contributions collected by Local for deposit to the account of the political committee (Local PAC) established and operated by Local. Local acknowledges that it will file all regular reports required by state or local law of contributions received and contributions and expenditures made by Local PAC. All contributions by and expenditures of Local PAC shall relate to candidates for local elective office for political jurisdictions wholly within the territorial jurisdiction of Local, and Local PAC shall not make contributions or expenditures in connection with candidates for federal or state office.

Sample

OR

Local shall forward to State 100% of all contributions received, including the portion intended for transmittal to NAR for National RPAC and the portion intended for State for State PAC. State shall provide to Local ____% of such contributions to Local for deposit to the account of the political committee (Local PAC) established and operated by Local. Local acknowledges that it will file all regular reports required by state or local law of contributions received and contributions and expenditures by Local PAC. All contributions by and expenditures of Local PAC shall relate to candidates for local elective office for political jurisdictions wholly within the territorial jurisdiction of Local, and Local PAC shall not make contributions or expenditures in connection with candidates for federal or state office.

OR

Local shall forward to State 100% of all contributions received, including the portion intended for transmittal to NAR for RPAC and the portion intended for State PAC. State shall make available for use by Local ____% of such contributions for use in connection with contributions to or expenditures in support of candidates for elective local elective office within the territorial jurisdiction of Local. State PAC will make such contributions and expenditures as Local shall in its sole discretion determine, but only for candidates for local elective office for political jurisdictions wholly within the territorial jurisdiction of Local. State PAC acknowledges that it will file all regular reports required by state or local law of such contributions and expenditures related to the local candidates determined by Local, and Local shall assist State PAC as may be necessary in providing candidate, committee, or other information required for such reports. All contributions by and expenditures directed by Local shall relate to candidates for local elective office for political jurisdictions wholly within the territorial jurisdiction of Local.

4. State PAC will refrain from making contributions to or expenditures in support of or in connection with candidates seeking local elective office within the territorial jurisdiction of Local, except as provided above.
5. This Agreement is effective on the latest date of execution by the parties and shall remain in effect unless and until terminated by either party by notice in writing to the other directed to its office address, at least 90 days prior to the date of termination set forth in such notice, provided, that all contributions received prior to the effective date of termination shall be shared pursuant to this Agreement, even if sharing occurs after the termination date. This Agreement supersedes and replaces all prior agreements among or between the parties regarding the collection, transfer, sharing or other activity regarding contributions to be used by NAR, State Association, or Local Association in connection with the election of candidate for Federal, state, or local office.

(State) Association of REALTORS®

(Local) Association of REALTORS®

By: _____

Date

By: _____

Date