**CHAPTER AFFIDAVIT**

**Association of Energy Engineers, Inc.**

The Association of Energy Engineers, Inc. (“Association”) is a not-for-profit organization and is tax-exempt under Internal Revenue Code Section 501(c) (6). The Association was formed and operates to promote the scientific and educational interests of those engaged in the energy industry through continuing education programs, newsletters, and other related activities.

The Association carries out much of its work through its chapters, which operate to promote the mission of the Association in local communities across the United States and abroad. Chapters hold periodic meetings to discuss activities and issues that are occurring in the energy industry and host special events, meetings or seminars and educational courses. The expenditures of the chapter mostly include rental space, printing, postage, educational materials, meals and miscellaneous office expenses. The Chapters may collect dues as well as meeting and seminar fees to defray the costs of their programs and activities.

Although the chapters have substantial autonomy in their governance, the IRS rules require that they remain subject to the “general supervision and control” of the Association.

This affidavit sets forth the general terms and conditions of the relationship between the Association and the chapter, and upon its completion and execution, the Association will confirm the charter of an existing chapter, or will issue a charter to a new chapter formally designating it as an official Chapter of the Association.

**AFFIDAVIT**

In consideration of the confirmation or issuance of a charter, the Chapter through its initial duly authorized undersigned officer agrees as follows:

1. The Chapter is responsible for complying with the laws of its country regarding the establishment of a chapter of a US organization.

2. The Chapter shall operate exclusively to promote the mission and purposes of the Association. The Chapter shall not offer programs which compete with those being offered directly by the Association, or carry on any activities or operations which might, directly or indirectly, adversely affect the goodwill, reputation or relations of the Association with its members or the public generally.

3. The Chapter will regularly encourage its members to hold concurrent active membership in the Association.

4. Only a member in good standing of the Association shall be eligible to serve as an officer of the Chapter.

5. The Chapter shall maintain at all times a membership of no fewer than ten (10) members in good standing of the Association.

6. The Chapter shall hold no less than three (3) meetings of its membership per year.

7. The Association urges the Chapter to use the model bylaws provided by the Association. Any changes adopted to the model bylaws shall require the prior approval of the Association. The model bylaw provision requiring that, in the event a Chapter terminates that any remaining assets shall be distributed to the Association or its charitable foundation, is mandatory and may not be amended.

8. By February 15 of each year, the Chapter shall file a Chapter Operations Report with the Association for the previous year using the form prepared by the Association. The Report shall include a list of the current officers and directors of the Chapter, and the current membership roster. This membership roster should identify which are members of the Association and which are members only of the Chapter. The list should include contact information. The Chapter acknowledges that this Report, and the information included in it, is critical to maintaining an efficient and collaborative relationship between the Association and its chapters and ensuring that the Association’s tax exemption is not jeopardized.

9. The Chapter is authorized to use the Association’s name, acronym and logo in conjunction with the Chapter’s name. (Logo shall conform to the Association’s published Policy on Logo Usage.) However, the Association shall be the sole owner of the Association name, acronym and logo, and it may revoke such authorization with or without cause. The Chapter shall enter into all contracts and all other legal agreements in the name of the Chapter and not in the name of the Association.

10. If Chapter chooses to take part in AEE training courses or use any AEE training materials, Chapter

agrees that in the event a conflict of any type arises, including involvement of any other entity in

country, AEE shall have the authority to cease all AEE training and collect any funds it is due. AEE

also shall have the authority to dissolve the Chapter and to prohibit any further use of the AEE

name, logo, and copyrighted materials.

11. The Chapter acknowledges that it has received and reviewed the Chapter Start Up Kit provided by the Association, and will abide by any additional requirements and policies set forth there.

12. In the event of failure of the Chapter to meet these obligations, the Association shall give the Chapter written notice of any violations and a reasonable period of time to become compliant. Failure to remedy violations may result in the revocation of the Chapter’s charter by the Association.

**CHAPTER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Chapter Officer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Chapter Officer Name and AEE Member Number (please print clearly):**

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**Chapter Officer Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**