
Voluntary Affirmative
Marketing Agreement
Between
Apartment Associations
and the
U.S. Department of Housing
and Urban Development
EQUAL HOUSING
OPPORTUNITY

Voluntary Affirmative Marketing Agreement
Apartment Association

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Voluntary Affirmative Marketing Agreement

Apartment Association

I. Parties

The parties to this agreement are:

A. The U.S. Department of Housing and Urban Development, acting through the Assistant Secretary for Fair Housing and Equal Opportunity (Assistant Secretary) and/or other designated HUD official or officials.

B. The Apartment Association of _____ ("Association").

C. Each individual member firm of the Association which has subscribed to this Agreement, through its authorized officers, in one of the following ways:

1. By signing this Agreement at the place provided in Part XI;
or

2. By giving the Association a statement in writing that the member agrees to be bound by the provisions of this Agreement, in consideration of the benefits provided under this Agreement.

II. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below, unless the context indicates otherwise:

A. "HUD" means the U.S. Department of Housing and Urban Development.

B. "Assistant Secretary" means the HUD Assistant Secretary for Fair Housing and Equal Opportunity.

C. "Association" means the apartment association which is a party to this Agreement.

D. "Member" means a member of the Association.

E. "Signatory Member" means a member who has subscribed to this Agreement.

F. "Associate" means an employee of a member or an agent associated with a member in an independent contractor status who engages in rental of apartments or property management.

G. "1968 Act" means Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-3619, popularly known as the Fair Housing Act.

H. "1866 Act" means 42 U.S.C. 1982, first enacted as Section 1 of Chapter 31, Act of April 9, 1866. The 1866 Act was construed by the U.S. Supreme Court, in *Jones v. Mayer*, 392 U.S. 409 (1968), to prohibit all racial discrimination, private as well as public, in the sale or rental of real property.

I. "Fair Housing Laws" includes both the 1968 Act and the 1866 Act.

J. "Effective date" means the date on which this Agreement is signed by the Assistant Secretary for Fair Housing and Equal Opportunity, or other designated HUD Official or Officials.

K. "CHRB" means Community Housing Resource Board.

L. "EOC" means the Equal Opportunity Committee of the Association.

III. Goals, Purposes and Authority

A. The goal of HUD, the Association and the signatory members, in entering into this Agreement, is to implement, through local voluntary action, the policy expressed by Congress in the first sentence of the 1968 Act: "It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States." 42 U.S.C. 3601.

B. Based on the premise that a free housing choice is a choice free of practices or influences that would limit that choice because of race, color, religion, sex, handicap, familial status, or national origin, the more specific goal of HUD, the Association, and the signatory members is to provide information and service that will enable all apartment renters to have a free housing choice. The object of marketing is to rent; the object of "affirmative marketing" is to provide free housing choice.

C. The purpose of the affirmative marketing program undertaken by the parties to this Agreement is to achieve a condition in which individuals with similar financial resources and interests in the same housing market area have a like range of housing choices available to them regardless of their race, color, religion, sex, handicap, familial status, or national origin. Participation in the program signifies a commitment by each signatory member to seek to assure that the availability of apartments listed for rental under the control of the signatory member is made known to all individuals with similar financial resources and interests, and that all such individuals feel welcome to apply and are assured of the free opportunity to rent, without regard to their race, color, religion, sex, handicap, familial status, or national origin. In dealings with prospects, the signatory member must seek to assure that his or her conduct does not impede, delay, discourage, or otherwise limit or restrict a homeseeker's choice so as to make any apartment "unavailable" to a prospective renter on account of race, color, religion, sex, handicap,

familial status, or national origin.

D. The authority for HUD to enter into this Agreement is provided in the Congressional directive set forth in Section 809 of the 1968 Act: "(The HUD Secretary) shall call conferences of persons in the housing industry and other interested parties to acquaint them with the provisions of this title and his suggested means of implementing it, and shall endeavor with their advice to work out programs of voluntary compliance and of enforcement." 42 U.S.C. 3609.

IV. Affirmative Marketing Program

A. Advertising

1. The Association shall, within 60 days of the effective date of this Agreement, and quarterly thereafter, place in a newspaper of general circulation in the housing market area served by the Association an Affirmative Marketing Advertisement mutually agreed upon by HUD and the Association.

2. The Association and HUD shall negotiate with local newspapers and television and radio stations for the donation of space and time for the presentation of the Association's Affirmative Marketing Advertisement to the public and the publication of the recommended "Publisher's Notice", as set forth in the Appendix to HUD's Fair Housing Advertising Regulation, 24 CFR Part 109, but with the following additional sentences:

"To complain of discrimination, call HUD toll-free at:
1-800-424-8590."
"The telephone number for the hearing impaired is
1-800-543-8294."

3. (a) Each signatory member shall include the official Equal Housing Opportunity logotype in all space advertising (advertising in regularly printed media such as newspapers or magazines) which is "display" advertising, in accordance with the size standards set forth in Table 1 of the Appendix to HUD's Fair Housing Advertising Regulation, 24 CFR Part 109.

(b) Each signatory member shall include the official Equal Housing Opportunity slogan or logotype in each "classified" space advertisement of four (4) column inches or larger in size, except where the HUD "Publisher's Notice" appears on the lead page of the classified advertising section of the newspaper or magazine.

(c) Each signatory member shall include the official Equal Housing Opportunity slogan or logotype in a prominent place in all "for rent" signs, brochures, circulars, billboards and direct mail advertising.

4. Whenever a signatory member uses human models in display advertising for the rental of housing, all reasonable steps should be taken to ensure that the use of the models, through representation of both majority and minority groups, indicates to the general public that the advertised housing is open to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin, and is not for the exclusive use of any particular group or groups.

5. Each signatory member shall adopt and utilize advertising policies and practices designed to attract renters, without regard to race, color, religion, sex, handicap, familial status, or national origin, to housing offered for rent, including practices designed to make availability of the housing known to all persons of similar financial resources and interests.

6. HUD shall, when requested by the Association, provide technical assistance to the Board and to signatory members in developing advertising techniques to carry out the provisions of this paragraph A. In addition, HUD shall provide camera-ready copy of the Equal Housing Opportunity logotype, in appropriate sizes, for the use of signatory members in complying with the provisions of this paragraph A.

B. Fair Housing Poster

Each signatory member shall display, in a prominent place, the Fair Housing Poster prescribed by HUD in 24 CFR Part 110.

C. Development of Educational Materials and Training Courses

1. The Association shall develop educational materials and training courses for members and their associates in the following areas:

(a) The duties, obligations and rights of members and associates under the Fair Housing Laws;

(b) The goals and programs of this Agreement.

2. Each signatory member shall, within 60 days after the effective date of this Agreement, conduct an education program for its associates to inform them of their responsibilities under this Agreement and under the Fair Housing Laws. Each signatory member shall require its associates to comply with this Agreement and with the Fair Housing Laws.

D. Development of Office Procedures and Techniques to Carry Out the Purposes of the Agreement

1. The Association shall develop specific suggested office management procedures designed to implement and attain the goals and purposes set forth in Part III of this Agreement and shall disseminate the procedures to its members with a recommendation for adoption. Each signatory member should adopt the procedures for their use and advise the Association of any changes or innovations in the procedures which they may consider necessary or advisable.

2. The office management procedures shall address the following areas of concern:

(a) Making prospective apartment renters aware of an optimum number (consistent with the resources of the member firm) of available choices of location within their price range and interest ranges;

(b) Providing prospective apartment renters with complete and accurate information on availability of apartments and other facts relating to location (such as schools, employment or transportation);

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(c) Eliciting opinions of prospective minority renters (e.g., by suggestion box or questionnaire) on ways in which real estate services to minority prospects can be improved or changed to increase Association and member responsiveness to their needs;

(d) Recording the names of prospective apartment renters and the apartments shown to them, to enable management to monitor the performance of associates in carrying out the purposes of this Agreement;

(e) Using a standard rental application form; and

(f) Assuring that associates of the signatory member avoid practices that limit housing choice of prospects.

3. The Association shall establish procedures to review with its signatory members their progress in developing and adopting the office management procedures described under paragraph D.2. and to assess whether adherence to those procedures is achieving the intended goals and purposes.

4. HUD shall provide technical assistance to the Association, upon request, in developing, or measuring the effectiveness of, any of the office management procedures referred to in this paragraph D.

E. Minority Firms, Associates and Employees

1. In order to promote equal housing opportunity within the Association and each signatory member firm, and to project that image to both the general public and to the minority apartment seeker, the Association shall encourage minority firms to apply for membership through letters of invitation, accompanied by an application form, and through personal visits and telephone calls.

2. In order to promote the recruitment of minority firms, the Association shall review its present membership policies and practices and, where necessary, adopt and implement affirmative procedures, standards and criteria for the selection and admission of members which shall be nondiscriminatory and nonexclusionary in terms of race, color, religion, sex and national origin.

3. Each signatory member shall affirmatively recruit minority salaried employees through advertising directed specifically at the minority community or through those sources likely to produce minority candidates for employment.

4. The Association shall sponsor outreach and training programs to attract minority persons into the apartment rental field as associates.

5. HUD shall assist the Association and signatory members in identifying potential minority applicants and sources of recruitment for minority associates and employees.

F. Code of Fair Housing

The Association shall, in coordination with HUD, develop a code of fair housing practices relevant to apartment house rental standards and procedures, and each of its members shall be required to adopt the code as a condition of continued membership in the Association.

G. Publicizing of Agreement and Program by Board

The Association shall explain and publicize the purposes and provisions of this Agreement to all of its members, and through them to their associates, to encourage members to subscribe to this Agreement and to achieve broad participation by signatory members in the affirmative marketing program set forth in this Part IV.

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H. Affirmative Marketing for Apartments

In order to promote awareness by apartment managers and rental agents of the requirements of the Fair Housing Laws and the equal housing opportunity policy of the parties to this Agreement, each signatory member shall require its associates to make available in its rental office copies of such fair housing brochures or flyers as HUD may provide.

I. Contracting with Minority and Women-owned Businesses

Each signatory member shall provide minority and women-owned businesses an opportunity to bid on such services as printing, office supplies, advertising and professional services needed for business operations.

J. Authorization of Expenditures

The Association shall authorize reasonable expenditures as needed to carry out appropriately the affirmative marketing program set forth in this Agreement.

V. Implementation

A. The Association, with the cooperation of its signatory members, shall establish an Equal Opportunity Committee (EOC) with the following responsibilities:

1. To explain and publicize the purposes and provisions of this Agreement to all signatory members (and through them to their associates), to achieve the broadest possible participation in this Agreement by signatory members.

2. To implement and monitor the progress of the affirmative marketing program set out in Part IV of this Agreement.

3. To receive and investigate complaints of violations of the Fair Housing Laws and to refer such complaints to the Association.

4. To meet at least semi-annually with representatives of HUD, the participating State or local human rights agency, and the Community Housing Resource Board (CHRB), to monitor progress made under this Agreement.

B. List of Signatory Members

1. The Association shall maintain a current list of all signatory members. This list shall be made available to the Assistant Secretary, or other designated HUD official, upon request.

2. The Association, upon request by a designated HUD official, shall verify in writing the current signatory status of any member which has applied for participation in a HUD/FHA program and has referenced its signatory status under this Agreement for the purposes provided in Part VI of this Agreement.

C. Each signatory member shall be responsible for implementing the affirmative marketing program prescribed in Part IV of this Agreement and for monitoring the progress made by it in implementing that program.

D. HUD shall designate specific Field Office personnel to provide the Association, its signatory members, and its EOC with technical assistance, information and advice in implementing the provisions of this Agreement.

E. HUD, in conjunction with State and/or local human rights agencies, shall organize a Community Housing Resource Board (CHRB). The CHRB is comprised of representatives from a broad spectrum of organizations throughout the community which is served by the Association. All representatives have a substantial interest in fair housing and equal opportunity, and will meet regularly with the Association and assist in its implementation of the provisions of this Agreement. The CHRB shall be

organized and shall function in accordance with the following:

1. The CHRB shall have two basic objectives:

(a) To monitor effectively the implementation of the affirmative marketing provisions of this Agreement, in order to enhance the prospect that the commitments of HUD and housing industry groups (including the Association and its signatory members) will be met; and

(b) To maximize communication between the local housing industry and community groups which foster civil rights and the interests of minorities and women.

2. The Director of Fair Housing and Equal Opportunity in the local HUD office shall solicit and appoint the members of the CHRB. HUD shall try to obtain a balanced representation on the CHRB, to provide an equal voice for all of the groups and interests involved in it, such as representatives of State and local agencies of government, civil rights and fair housing groups, and business and civic organizations which have a substantial interest in fair housing and equal opportunity. The CHRB may include one or more principals of firms which are members of the Association.

3. The CHRB shall meet at least quarterly with the Association to assist it with any problems which may arise in the implementation of this Agreement and shall participate with HUD in the annual evaluation of the effectiveness of this Agreement.

4. The Association shall make reasonable efforts to assist the CHRB in identifying meeting facilities and providing clerical support; however, the Association will be under no obligation to provide other monetary support to the CHRB.

5. In providing program implementation assistance to the Association, the CHRB may engage in a variety of activities that are designed to support the goals of this Agreement and be of assistance to the Association in achieving program requirements, as set forth in Part IV of this Agreement. Activities appropriate for a CHRB include:

(a) Assessing the effectiveness of the implementation of this Agreement;

(b) Making information public regarding the goals of fair housing and this Agreement;

(c) Assessing community fair housing needs;

(d) Expanding minority involvement as professionals in the industry;

(e) Expanding public awareness of housing opportunities in the community;

(f) Developing cooperative solutions to problems associated with the implementation of this Agreement;

(g) Joining with the Association to negotiate with local newspapers for inclusion of a HUD-prescribed publisher's notice regarding refusal to accept real estate advertising that violates the 1968 Act and the availability, on an equal opportunity basis, of all advertised dwellings;

(h) Joining with the Association to negotiate with television and radio stations for public service time to promote fair housing;

(i) Persuading the press to carry articles on this Agreement and the role of the CHRB in promoting affirmative marketing;

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(j) Seeking air time on community television and radio talk shows to discuss this Agreement and fair housing issues; and

(k) Providing community officials with a set of recommendations to improve fair housing conditions.

6. Effectiveness of CHRB activity is dependent upon its identification as a voluntary effort and not as an enforcement effort. Accordingly, the CHRB may not sponsor, conduct, or fund programs of real estate testing or industry self-testing programs.

7. If an organization of a signatory member represented on the CHRB becomes involved in litigation or in an administrative complaint under the Fair Housing Laws, representatives of both parties in the proceedings must refrain from participation in CHRB matters relating to issues involved in the litigation or administrative complaint during the period of the proceedings.

8. In geographical areas where a number of VAMAs have been executed, HUD may establish a county-wide or multi-jurisdictional CHRB to work with all the signatory apartment associations or other housing industry groups in that geographical area.

9. The CHRB is not authorized to establish or become a member of a State association of CHRBs. However, the CHRB is encouraged to participate with other CHRBs in statewide conferences or meetings convened for the purposes of facilitating communication among CHRBs and sharing ideas and programs that address similar problems at the local level.

10. HUD shall provide the CHRB with a copy of the Association's annual evaluation report completed by HUD. The CHRB must receive a copy of the report (HUD Form 941) within two weeks of the evaluation and provide comments to HUD within three months of receipt of the report.

VI. Acceptance of Signatory Status of Member in Lieu of Individual Affirmative Fair Housing Marketing Plan

During the effectiveness of this Agreement, any signatory member who hereafter applies for participation in any HUD/FHA program relating to the rental of dwelling units and would otherwise be subject to the requirements of the HUD Affirmative Fair Housing Marketing Regulations or to the Joint HUD-VA Nondiscrimination Certification may, in lieu of submitting an Individual Affirmative Fair Housing Marketing Plan or executing the Certification, reference its status as a signatory member under this Agreement.

VII. Effective Date and Term of Agreement

A. This Agreement shall become effective upon approval by the Assistant Secretary or other designated HUD official. The effective date of this Agreement shall be the date on which he or she signs this Agreement, as indicated in Part IX.

B. This Agreement shall be in effect for a term of five years.

C. During the sixty day period prior to the expiration of each calendar year during the term of this Agreement, representatives of the Association, the participating State or local human rights agency, the CHRB and HUD shall meet to evaluate the effectiveness of the Agreement. Following the meeting, the Association shall submit an "annual evaluation of effectiveness report" (HUD Form 941) to HUD. If the evaluation reveals that reasonable progress is not being made toward achieving its objectives, the Agreement may be modified upon mutual consent of the Association and HUD. If the Association and HUD are unable to agree upon the terms of a modification, either the Association or HUD may terminate the Agreement.

VIII. Suspension of Signatory Member

A. Whenever HUD or the Equal Opportunity Committee (EOC) has reasonable cause to believe that a signatory member has failed to make good faith efforts to comply with his or her responsibilities under this Agreement, representatives of the HUD Regional Office of Fair Housing and Equal Opportunity and the EOC shall meet to discuss the matter. If the HUD representatives determine that corrective action by the signatory member is needed to achieve compliance, the representatives of the EOC shall contact the signatory member and arrange for a joint meeting with the HUD representatives and the principals of the signatory member to identify and discuss the area(s) of non-compliance. The HUD representatives shall determine the appropriate corrective action needed to achieve compliance, including a timetable for taking such action.

B. If the signatory member does not agree to take the needed corrective action, or fails to take such action within the time specified, the matter shall be submitted to the Regional Director of Fair Housing and Equal Opportunity to consider whether the signatory member should be suspended as a party to this Agreement. Written notice of such submission shall be

given to the signatory member. The signatory member may submit written arguments and/or other materials in support of its position to the Regional Director. The Regional Director shall make a recommendation to the Assistant Secretary, who shall make the final decision on suspension of the signatory member. The signatory member shall be notified in writing of the action of the Assistant Secretary.

C. The suspension of a signatory member as a party to this Agreement shall remain in effect until the Assistant Secretary has determined that the signatory member should be reinstated.

D. During the time that a signatory member is suspended as a party to this Agreement, the signatory member shall be subject to the requirements of the HUD Affirmative Fair Housing Marketing Regulations, and shall be required to submit an individual Affirmative Fair Housing Marketing Plan or to execute a Joint HUD-VA Nondiscrimination Certification in connection with any new application for participation in any HUD/FHA assistance or insurance program relating to the rental of dwelling units. In addition, the suspended signatory member shall have 30 days from the date of suspension to submit to HUD an individual Affirmative Fair Housing Marketing Plan for each of its current projects for which an individual plan had not previously been submitted.

IX. HUD Signatories

This Agreement has been approved by the U.S. Department of Housing and Urban Development, acting through the following designated HUD officials:

_____	_____
Date	Field Office Manager
_____	_____
Date	Regional Administrator
_____	_____
Date	Assistant Secretary for Fair Housing and Equal Opportunity

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X. Association Signatories

This Agreement was adopted by the Board of Directors of the Apartment Association _____ at a meeting held on _____, at _____ and the officers whose names are set forth below have been duly authorized to execute this Agreement on behalf of the Association.

_____	_____
Executive Secretary	President

XI. Member Signatories

This Agreement is subscribed to by the following members of the Association:

Name of Firm:

Authorized Signature and Date:
