

BUILDER MEMBERSHIP APPLICATION

HOME BUILDERS ASSOCIATION OF NORTHERN CALIFORNIA

Company Name: _____ CA Contractors Lic. # _____
Contact Person: _____ Title: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: (_____) _____ Fax: (_____) _____
Email: _____ Web Site: _____
Purchasing Agent: _____ email: _____ Years in Business: _____
HR Manager: _____ email: _____ # of Employees: _____
Safety Manager: _____ email: _____ SIC Code: _____
Customer Service Manager: _____ email: _____

Geographic Affiliation:

Types of Construction:

- | | | | |
|--|--|---|-------------------------------------|
| <input type="checkbox"/> Eastern (San Ramon) | <input type="checkbox"/> Attached Housing | <input type="checkbox"/> Single Family | <input type="checkbox"/> 20 or less |
| <input type="checkbox"/> Northern (Santa Rosa) | <input type="checkbox"/> Commercial/Industrial | <input type="checkbox"/> Multi-Family | <input type="checkbox"/> 21 to 50 |
| <input type="checkbox"/> Southern (San Jose) | <input type="checkbox"/> Custom Homes | <input type="checkbox"/> Remodeling | <input type="checkbox"/> 51 to 100 |
| | | <input type="checkbox"/> Land Development | <input type="checkbox"/> 101 + |

HBANC Member Sponsor: _____ **Sponsor's Company:** _____

Membership is on an anniversary basis and encompasses 12 full months from time of membership start. It also includes membership in the California Building Industry Association (CBIA) and National Association of Home Builders (NAHB). Membership Dues are non-refundable.

Labor Relations: Builder Members, solely by their choice and option, may vest Power of Attorney to HBANC for bargaining with the Carpenters Union. **HBANC does not represent any Builders with any union without express authority in writing.**

Applicant Company hereby agrees to abide by the complete By-Laws of the Home Builders Association of Northern California, which are available at the HBANC Regional Office, and agrees that it will pay all obligations owed the Association, which are accrued up to the date its membership is terminated. Applicant understands and agrees that it may effect termination of its membership only by tendering a written resignation that is received by the Association, the termination being effective upon the date of receipt by the Association.

Company Designee's Signature: _____ **Date:** _____
This application must be signed in two places. (see below)

BUILDER DUES SCHEDULE

- Annual dues: \$1,000.** (HBANC Membership Dues include Membership in the (CBIA) California Building Industry Association & (NAHB) National Association of Home Builders).
- Assessments: Maximum of \$100,000** in a calendar year on *all types of construction* in assessment categories "A", "B", and "C" below. See by-laws article XI, sections 1 -7 (reproduced on 2nd page) for practices and procedures governing assessment of fees:
A. For for-sale units (including units associated with a condominium conversion project), a fee of 1/10 of 1% of the unit sales price not to exceed \$800, to HBANC at close of sales escrow by written instructions given to the title company by the Builder Member or other approved payment method. Provided, however, that no assessment shall be due on units required by a governmental agency to be sold at a below-market rate. It shall be the Builder Member's responsibility to request this exemption and provide adequate documentation supporting the request. **Annual maximum \$100,000.**
B. For apartment, commercial, industrial, remodeling, and rehabilitation construction, a fee of 1/10 of 1% of the building permit valuation. **Annual maximum \$100,000.**
C. For Small Builders who regularly produce 20 units or less per year, fees shall be waived for the first 20 units during *the first year of membership only*. Escrow assessments will be charged beginning with the 21st unit in the first year, to the maximum provided. The Small Builder designation is a 1-year temporary status, and following the first year of membership the Small Builder shall be considered a regular Builder Member regardless of the number of units produced each year.
- Lot Development Fee:** \$50 per lot.

I have read and understand the dues schedule above and agree to abide by it:

Company Designee's Signature: _____ **Date:** _____
This application must be signed in two places (see above)

Amount Paid: **\$1,000** Check # _____ Charge to my: VISA MC American Express Discover

Credit Card #: _____ CRV# _____ Expiration Date: _____

Name on Credit Card: _____ Cardholder's Signature: _____

Credit card billing address: _____ Zip Code: _____

Send to: HBANC, PO Box 5160, San Ramon CA 94583-5160 Phone: (925) 820-7626 Fax: (925) 820-7296

HBANC By-Laws

Here are excerpts from HBANC by-laws relating to Builder Members and fees. For a complete set of by-laws, look at www.hbanc.org, or contact the HBANC office.

ARTICLE IV - MEMBERSHIP

Section 1.1. **Builder Member:** Any individual, partnership, corporation, or a division or subsidiary of a corporation, or a joint venture entity engaged in the business of building homes, apartments, schools, or other structures normally related and appurtenant to a community; or in land development. Any individual, partnership, corporation, or joint venture entity that is determined by the Executive Committee, based on the totality of circumstances, to be substantially related to an individual, partnership, corporation, or joint venture entity engaged in the business of building homes, apartments, schools, or other structures normally related and appurtenant to a community, or in land development. Factors relevant to the Executive Committee's determination may include, but are not necessarily limited to, the relationship between individuals associated with each entity, the presence of common employees, officers, directors, or owners, and the business relationship between the entities. The determination of the Executive Committee may be made at any time, and shall be final and binding.

Section 1.2. **Small Builder Member:** Small Builder is a temporary status deemed to encompass any Builder Member under Section 1.1 above which builds fewer than 20 units per year in the HBANC jurisdiction as described in Article XI, Section 2. This subcategory is applied to any new Builder Member which has not been a member of the HBANC in the previous five (5) years. Small Builders under this classification shall be exempt from escrow assessments as provided in Article XI, Section 1 below on the first 20 units built within said jurisdiction, for the first twelve (12) months of that company's membership. If a Small Builder builds more than 20 units during that period in said jurisdiction, that company is liable for escrow assessments beginning on the 21st unit, to the maximum provided.

ARTICLE XI - DUES

Section 1. **Amounts:** Dues or special assessments for all membership classifications shall be established by the Board of Directors and may be revised from time to time by a two-thirds (2/3) majority of all Directors eligible to vote. Any action of the Board of Directors to vote on a change in membership dues structure shall be subject to thirty (30) days notice of the meeting serviced upon all Directors and affected Association members.

Section 2. **Assessments:** Fees, assessed as a percentage of sales price or of building permit valuation, are included in the Association's dues schedule.

All member companies of the Association whether classified as a Builder or an Associate Member are subject to assessment fees if they are named as owner or contractor, or both, on a building permit application for any residential structure or structure improvement or as owner at close of sale escrow.

A member is subject to assessment fees if an entity that is determined by the Executive Committee to be substantially related to the member is named as owner or contractor, or both, on a building permit application for any residential structure or structure improvement or as owner at close of escrow.

A member company participating in a joint venture with a non-member company is subject to assessment fees if the joint venture is named as owner or contractor, or both, on a building permit application for any residential structure or structure improvement or as owner at close of sale escrow, irrespective of that member company's percentage of ownership or interest in the joint venture.

Additional entities in which the member company has a whole or partial ownership interest will be subject to assessment fees if such entity is named as owner or contractor, or both, on a building permit application for any residential structure or structure improvement or as owner at close of sale escrow.

A member named as owner or contractor, or both, on a building permit application for a residential structure or structure improvement for its own account or ownership is subject to an assessment fee on such permit.

Assessment fees will be levied on residential construction only in the HBANC jurisdiction, which includes San Benito, Monterey, Santa Clara, Santa Cruz, San Mateo, San Francisco, Alameda, Contra Costa, Solano, Napa, Marin, Sonoma, Lake, and Mendocino counties.

A member company which has been assessed a fee may, in writing, submit information and circumstances relative to same to the Executive Committee and request an interpretation of the appropriateness of such assessment in terms of these By-Laws provisions. The decision of the Executive Committee on such requests shall be final.

Section 3. Lot Development Fee: A member company which develops residential lots which are sold to others is subject to a per-lot fee as included in the Association's dues schedule.

If a fee is subsequently assessed and received from a member company for any of such lots, a refund of the lot fee will be made to the member company which paid the lot fee upon receipt of a written request for such refund.

Section 4. Non-Profit Builder Exemption: Builder members who qualify as non-profit entities under California Non-Profit Corporation Mutual Benefit Law as 501(c 3) entities shall be exempt from assessment of lot development fees on any activity within the HBANC jurisdiction as described in Section 2 above.

Section 5. Schedule of Payments: All dues shall become due and payable as follows:

1. Builder Member companies' annual dues shall become due and payable on the last day of the member company's anniversary month. Dues not paid by the end of the anniversary month will result in cancellation of membership. Building activity fees as determined by the Board of Directors are due and payable on the fifteenth (15th) day of the month following the invoicing of such fees, unless other arrangements have been approved by the Executive Committee.

Section 6. Delinquencies: All dues, assessments, and other charges unpaid for a period of thirty (30) days after they are due, except as noted in Section 5.1 above, shall remove a member company from good standing and the entity's name and delinquency status may be published by the Association in its communications. A delinquent member company shall be automatically suspended from all rights and privileges of membership. Such suspension shall not relieve the member company from the obligation to pay all delinquencies when due or which may thereafter become due during the period of suspension.

A member company suspended for non-payment of dues, assessments, or other charges may be expelled by action of the Board of Directors, but until so expelled, any suspended member company may automatically restore its membership in good standing by paying in full all charges against it including dues and assessments accrued during its suspension. Legal measures may be invoked by the Board of Directors to collect accounts due the Association, and legal fees for collection may be assessed as a part of the damages for collection against the delinquent member company.

Section 7. Resignation: Any member company wishing to resign from the Association may do so in writing to the board of Directors, such resignation being effective upon the date of receipt of the written notice. All dues, charges, and any collection fees including legal fees applicable to the member company resigning shall be paid in full at the time of the resignation.