
AFFIRMATIVE
MARKETING AGREEMENT
FOR

VOLUNTARY USE

BY

BUILDERS ASSOCIATIONS

APPROVED BY THE EXECUTIVE COMMITTEE, JANUARY 17,1989
AND EFFECTIVE APRIL 17,1989, THROUGH APRIL 17,1994

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

NATIONAL ASSOCIATION OF

HOME BUILDERS

Page 1 of 13

2/91

8021.2 REV-1
APPENDIX 15

Voluntary Affirmative Marketing Agreement
Builders Associations

Table of Contents

I. Definitions.....	1
II. Purpose of the Agreement.....	3
III. Authority for Agreement.....	4
IV. Applicability of Provisions.....	
V. Responsibilities of Associations and Signatories.....	
VI. Administration of the Program.....	
VII. Compliance and Enforcement.....	
VIII. Reference to the Agreement in Lieu of an Affirmative Fair Housing Marketing Plan.....	

IX. Effective Date and Term of Agreement.....

X. Termination of Agreement by
Builders Association.....

XI. Withdrawl by a Signatory.....

XII. Amendment to the Agreement.....

XIII. Builders Association Signatories.....

XIV. Individual Signatories.....

XV. HUD Signatories.....

VOLUNTARY AFFIRMATIVE MARKETING AGREEMENT
STATE AND LOCAL BUILDERS ASSOCIATIONS
NATIONAL ASSOCIATION OF HOME BUILDERS

This Agreement is made by the United States Department of Housing and Urban Development (HUD); the _____;
(Builders Association)
and the Signatories from the area served by the Builders Association.

Section I - Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- A. "NAHB" means the National Association of Home Builders.
- B. "Builders Association" means a state or local builders association belonging to the National Association of Home Builders.
- C. "Member" means Member of the state or local Builders Association which has signed this Agreement.
- D. "Signatory" means an individual or firm which has signed this Agreement.
- E. "Secretary" means the Secretary of HUD.
- F. "Assistant Secretary" means the HUD Assistant Secretary for Fair Housing and Equal Opportunity.
- G. "Program" means the Voluntary Affirmative Fair Housing Marketing Program.
- H. "Effective date" means the date on which this Agreement is signed

by the Assistant Secretary or other designated HUD official.

- I. "CHRB" means Community Housing Resource Board. A CHRB is an organization composed of local representatives having a substantial interest in housing and equal opportunity, appointed by the Assistant Secretary to assist the Builders Association, the Signatories and HUD in the effective implementation and monitoring of this Agreement.

Section II - Purpose of the Agreement

HUD and the Builders Association believe that the national policy of fair housing can be effectively furthered by the voluntary cooperation of the private housing industry. Accordingly, the Builders Association and the Signatories enter into this Voluntary Affirmative Fair Housing Marketing Program with HUD for the purpose of informing the entire community served by the Association of the availability of housing and services. The ultimate goal of this Agreement is to allow prospective home buyers and renters with similar resources and interests to have a similar range of housing choices, without regard to race, color, religion, sex, handicap, familial status or national origin.

Page 3 of 13

2/91

8021.2 REV-1
APPENDIX 15

Section III - Authority for This Agreement

Title VIII of the Civil Rights Act of 1968 declares: "It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States." Section 808 of the Act requires the Secretary of HUD to "cooperate with and render technical assistance to federal, state, local and other public and private agencies, organizations, and institutions which are formulating or carrying on programs to prevent or eliminate discriminatory housing practices." Section 809 of the Act states: "The Secretary of the Department of Housing and Urban Development shall call conferences of persons in the housing industry and other interested parties ...and shall endeavor with their advice to work out programs of voluntary compliance and of enforcement."

Section IV - Applicability of Provisions of This Agreement

The provisions of this Agreement shall apply to all residential housing constructed, marketed, sold or rented by any Signatory after the Effective Date of this Agreement.

Section V - Responsibilities of Association and Signatories

The Builders Association and Signatories, as appropriate, agree to undertake the following affirmative steps to implement the purposes of this Agreement.

(A) Advertising and Public Information

- (1) The Builders Association shall work with the media to prepare public information to inform the entire community served by it of the Program, including information directed specifically

to minority communities. This shall include placing public service advertising and working with the media on news and feature stories concerning the Agreement and equal housing opportunity. The Builders Association should seek input from the local CHRB in the development of the media items. Also, as an outreach effort, the Builders Association shall make builder publications with feature stories about the Agreement and equal housing opportunity available to the media for placement in local newspapers.

(2) Each Member who builds, markets, sells or rents residential housing shall include an official Fair Housing and Equal Opportunity logo, slogan or statement in all brochures, pamphlets, posters, billboards, and classified advertising of four column inches or larger, as provided in HUD's Fair Housing Advertising Regulation, 24 CFR Part 109. With respect to classified advertising, the Member may, as an alternative, omit the slogan or logo for advertising in publications which display a "Publisher's Notice" in accordance with the regulation.

2/91

Page 4 of 13

8021.2 REV-1
APPENDIX 15

(3) The Builders Association shall negotiate with local newspapers and television and radio stations for the donation of space and time for the presentation of an affirmative marketing advertisement to the public and the publication of the recommended "Publisher's Notice" based on HUD's Fair Housing Advertising Regulation. The notice should read:

All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. If you think you have been a victim of housing discrimination, call HUD toll-free at 1-800-424-8590. (In the Washington, D.C. area, call HUD at 426-3500. The toll-free telephone number for the hearing impaired is 1-800-543-8294.)

(4) Whenever any Member who builds, markets, sells or rents residential housing depicts human models in display advertising, the Member shall reasonably represent both majority and minority groups as models to indicate receptivity to inclusiveness in the housing advertised.

(5) Upon request, HUD shall provide technical assistance to the Builder Association and its Members in developing advertising and public information techniques.

(6) At the national level, HUD and NAHB shall work together to develop and distribute clip-art that can be used in affirmative

marketing advertisements.

(B) Fair Housing Poster

Each Member shall display and maintain the HUD Fair Housing Poster in any place of business where a dwelling is offered for sale or rent, including model homes. Each such Member shall prominently display the Fair Housing Poster so that it is readily visible to all persons seeking housing accommodations or other services rendered by the Member. HUD shall, when requested by the Member, provide without charge the Fair Housing Poster and camera-ready copies of the Equal Housing Opportunity logotype, in appropriate sizes, for the use of the Members. Specifications for obtaining copies of these items are available through HUD's local Offices of Fair Housing and Equal Opportunity.

8021.2 REV-1
APPENDIX 15

(C) Documentation of Affirmative Marketing Efforts

(1) Each Signatory shall assure that its affirmative marketing activity is directed toward all segments of the population, and that efforts are directed toward those groups which are not likely to seek housing marketed by the Signatory without special outreach: e.g., to racial minority groups for housing in predominantly non-minority areas, and to racial majority groups for housing in integrated areas. Such efforts shall include:

(a) Maintaining a record of advertising and outreach actions taken that will demonstrate efforts to increase sales and rentals to members of minority groups, and housing options for both minority and majority groups;

(b) Maintaining a non-discriminatory policy in the recruitment and employment of staff engaged in the sale and rental of properties.

(2) The Builders Association shall report to HUD, on a quarterly basis, progress by both the Builders Association and Signatories in achieving the objectives of this Agreement.

(3) The CHRB should monitor the progress of both the Builders Association and the Signatories in achieving the goals of this Agreement.

Section VI - Administration of the Program

(A) The Builders Association shall establish, from among the Signatories, an Equal Opportunity Committee, which shall have the following responsibilities:

(1) To administer and implement the Program set forth in this Agreement.

(2) To explain and publicize the purposes of this Agreement to all Signatories in order to achieve broad-based informed participation in the Program.

(3) To meet at least annually with representatives of HUD and the CHRB to assess progress in achieving the purposes of this Agreement.

(4) To monitor overall progress made under this Agreement.

(B) Each Signatory shall designate an Equal Opportunity Officer charged with administering the activities for which the Signatory is responsible under the Program, including employee education and training to carry out these activities.

2191

Page 6 of 13

8021.2 REV-1
APPENDIX 15

(C) HUD shall, with the cooperation of state and/or local human rights agencies, organize and appoint a Community Housing Resource Board (CHRB), consisting of representatives of community organizations throughout the metropolitan area that have a substantial interest in housing and equal opportunity. If there is presently a CHRB functioning in the market area of the Builders Association, HUD staff is urged to use the same organization to function as a CHRB for the Builders Association. The CHRB will have the following responsibilities:

(1) To assist the Builders Association, the Signatories and HUD in the effective implementation and monitoring of this Agreement.

(2) To promote community awareness of the purposes and provisions of this Agreement. Among the methods the CHRB can employ toward this end are:

(a) 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 Title VIII of the Civil Rights Act of 1968, and the availability, on an equal opportunity basis, of all advertised dwellings.

(b) Joining with the Builders Association to negotiate with television and radio station for public service time to promote fair housing.

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

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

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

(3) To distribute information received by Signatories concerning location, price, and type of housing becoming available in the market area served by the Builders Association.

(4) To conduct assessments of the Builders Association performance in this Agreement on a regular basis.

(5) To engage in the identification of local problems and issues that impede equal housing opportunity.

(6) To provide, to the extent necessary and possible, housing counseling assistance.

(7) To maintain a current list of community organizations and persons concerned with fair housing to be used as referral sources in each housing market area of the Builders Association.

8021.2 REV-1

APPENDIX 15

(8) To meet as needed with the Equal Opportunity Committee of the Builders Association to identify and seek to resolve specific problems which may arise under this Agreement.

(9) To meet at least quarterly with the Equal Opportunity Committee of the Builders Association and representatives of HUD and state or local human rights agencies to assess progress under this Agreement.

(D) Each Signatory shall inform the CHRB in writing of all housing being constructed, developed, or marketed at least sixty (60) days prior to such housing becoming available, and shall provide adequate information for distribution to the CHRB.

(E) The Builders Association shall cooperate with and draw upon the experience of the CHRB in resolving specific problems that may arise under this Agreement.

(F) The Builders Association shall authorize expenditures as needed to carry out appropriately the Program set forth in this Agreement.

(G) HUD shall, upon request, provide to the Builders Association and the Signatories technical assistance on a continuing basis to aid in the implementation of the Program.

Section VII - Compliance and Enforcement

(A) Termination of Agreement

(1) Whenever, during the term of this Agreement, there is reasonable cause to believe that the Builders Association is not in compliance with provisions of this Agreement, the Assistant Secretary, or his or her designee, may terminate the Agreement after providing an opportunity for the Builders Association to present its position.

(2) If the Agreement is terminated, the obligations of each Signatory shall remain in full force and effect to the extent that those obligations would be required by HUD's Affirmative Fair Housing Marketing Regulations. Any Signatory who had previously applied for HUD assistance and has not yet marketed the housing applied for must file with HUD an individual Affirmative Fair Housing Marketing Plan for such housing within ten (10) days from receipt of notice of the termination of the Agreement. The Plan must be in full conformity with applicable regulations.

(B) Suspension of a Signatory

(1) Whenever there is reasonable cause to believe that a Signatory has failed to make a good-faith effort to fulfill its responsibilities under this Agreement, the following procedures shall be employed:

(a) The Equal Opportunity Committee of the Builders Association (the "committee") shall contact the Signatory, identify and discuss the area(s) of non-compliance, and request appropriate corrective action.

2/91

Page 8 of 13

8021.2 REV-1
APPENDIX 15

(b) The Committee shall document, in writing, the Signatory's non-compliance with the Agreement and provide the Signatory and HUD with copies of the documentation.

(c) The Signatory shall have fifteen (15) days, from receipt of the written documentation of non-compliance, to take corrective action and to provide written notice to the Committee and to HUD of all corrective action taken to be in compliance with this Agreement.

(d) Upon a finding by the Committee of continued-noncompliance, the Committee shall arrange for a joint meeting with representatives of the Committee, HUD and the Signatory to discuss the steps necessary for effecting compliance with this Agreement.

(e) Subsequent to the joint meeting discussed above, the Committee shall provide the Signatory, in writing, a "Second Notice of Non-Compliance," stating that the Signatory has fifteen (15) days to take corrective action or face suspension as a party to this Agreement.

(f) If compliance with this Agreement is not secured within the time stated in the Second Notice of Non-Compliance, the Committee and HUD shall jointly notify the Signatory in

writing that it is suspended as a party to this Agreement and no longer eligible for participation in the Voluntary Affirmative Fair Housing Marketing Program.

(g) Any Signatory suspended from this Agreement shall have ten (10) days from the effective date of the suspension to present to HUD an individual Affirmative Fair Housing Marketing Plan, in full conformity with applicable regulations, for each of the Signatory's HUD-assisted projects.

Section VIII - Reference to the Agreement in Lieu of an Affirmative Fair Housing Marketing Plan

During the period while this Agreement is in effect, any Signatory who is an applicant for participation in any HUD program and would otherwise be subject to the requirements of the HUD Affirmative Fair Housing Marketing Regulations or the joint HUD-VA Nondiscrimination Certification shall, in lieu of submitting an individual Plan or executing the Certification, refer to its participation under this Agreement.

Section IX - Effective Date and Term of Agreement

(A) This Agreement shall become effective upon the date on which the Assistant Secretary or other designated HUD official signs it.

(B) This Agreement shall be in effect for a term of five (5) years.

(C) In the sixty (60) days prior to expiration of each calendar year during the term of this Agreement, representatives of the Builders Association, the CHRB and HUD shall meet to evaluate the effectiveness of the Agreement. An evaluation, prepared by a staff person within the HUD Office of Voluntary Compliance, shall be presented by HUD at the meeting. If the evaluation reveals that reasonable progress is not being made toward achieving the objectives of the Agreement, the Agreement may be modified upon mutual consent of the Builders Association and HUD. If the parties are unable to agree upon the terms of a modification, either the Builders Association or HUD may terminate the Agreement.

Section X - Termination of Agreement by the Builders Association

The Builders Association may terminate this Agreement at any time, with or without cause, by giving HUD ninety (90) days written notice of such termination.

Section XI - Withdrawal by a Signatory

Any Signatory may withdraw from participation in this Agreement at any time by giving HUD and the Builders Association ninety (90) days written notice of such withdrawal. Any Signatory who withdraws shall have ten (10) days from the date of withdrawal to present HUD with an individual Fair

Housing Marketing Plan for each of its HUD-assisted projects, in full conformity with applicable regulations.

Section XII - Amendment to the Agreement

This Agreement may be amended only with the written consent of HUD and the Builders Association.

2/91

Page 10 of 13

8021.2 REV-1
APPENDIX 15

Section XIII - Builders Association Signatories

Authorized by the Board of Directors of the

(Builders Association)

on the date of _____, 19____ ; in the city of

(City, State)

(President)

(Vice President)

(Director)

(Director)

(Director)

Page 11 of 13

2/91

8021.2 REV-1
APPENDIX 15

Section XIV - Individual Signatories

(Name of Builder)

(Date)

By: _____
(Name and Title)

(Name of Builder)

(Date)

BY: _____
(Name and Title)

(Name of Builder) (Date)

BY: _____
(Name and Title)

(Name of Builder) (Date)

BY: _____
(Name and Title)

Section XV - HUD Signatories

For the Department of Housing and Urban Development:

(Manager/Regional FHEO Director) (Date)

(Regional Administrator) (Date)

(Assistant Secretary for Fair Housing and Equal Opportunity) (Date)

2/91

Page 12 of 13

8021.2 REV-1
APPENDIX 15

Agreement Renewal

The Voluntary Affirmative Marketing Agreement was unanimously approved by the Executive Committee of the National Association of Home Builders on January 17, 1989, and jointly approved by representatives of the Department of Housing and Urban Development and the National Association of Home Builders on April 17, 1989, will remain in full force and effective until April 17, 1994.

Signed at Washington, D.C., this 17th day of April, 1989

For the National Association
of Home Builders

For the Department of
Housing and Urban Development

Shirley McVay Wiseman
President

Jack Kemp, Secretary

Kent W. Colton
Executive Vice President

Thomas D. Casey
General Deputy Assistant
Secretary for Fair Housing
and Equal Opportunity

