



BYLAWS UPDATED: *November 10, 2016*

# **BYLAWS**

## **NATIONAL STORM SHELTER ASSOCIATION**

These bylaws amend and supersede Bylaws of NSSA dated October 10/20/2015.

### **ARTICLE I – MEMBERSHIP**

#### **1.1 MEMBERSHIP GRADES-**

Membership grades in the National Storm Shelter Association (“NSSA” or the “Association”) shall include Producer Member, Professional Member, Component Member, Installer Member, Contractor Member, Inspector Member, Media Member, Affiliate Member, and Corporate Sponsor Member. Applicants may be approved for the grade(s) appropriate to their involvement in the safe room industry. All references to NSSA membership shall state the membership grade(s).

All references to “member” herein shall be deemed to include all membership grades.

#### **1.2 PRODUCER MEMBER**

The membership grade of Producer Member in NSSA shall be open to any person, firm, corporation, limited liability company or partnership engaged in the manufacture or construction of safe rooms and that certify safe rooms they produce are in compliance with the NSSA Standard in the design, manufacture, construction, installation, and inspection of safe rooms and :

- (a) Accepts primary responsibility for compliance with the NSSA Standard as defined in section 5.11. (“NSSA Standard”);
- (b) Agrees to comply with the Association Bylaws (which includes a Code of Ethics) and the NSSA Standard;
- (c) Submits a signed Producer Member Pledge to the Association affirming such agreement;
- (d) Submits a signed Producer Member Application to the Association;  
Pays the required Application Fee appropriate for the subject Membership Grade
- (e) Demonstrates their safe room product fully complies with the NSSA Standard,
- (f) Receives written notice of acceptance into NSSA membership,
- (g) Pays the NSSA first year dues (net of application fee):
- (h) Remains current in the payment of annual Produce Member dues on the anniversary date of acceptance.

Membership applications are reviewed by NSSA staff and the Executive Director to insure that all application requirements have been met and then recommended to the Board of Directors.

Each Producer Member shall be entitled to one vote for each issue or activity requiring a vote of the Association membership.

**1.2.1 Categories of Producer Members.** Producer Members may choose which category of Producer listings they wish to be under, these categories are based on type of construction and ultimate use of the safe room as Residential or Community/Commercial. The categories are listed below:

- Pre-Manufactured Residential Producer Member
- Pre-Manufactured Community/Commercial Producer Member
- Site Built Residential Producer Member
- Site Built Community/Commercial Producer Member
- Peer Reviewer
- Third Party Evaluator

Definitions of these specific Producer Member categories are defined on the NSSA website under Listings on the Member Information page. Site Built Residential Producer Members and Site Built Community/Commercial Producer Members are also referred to herein as “Site Built Producer Members”.

**1.2.2 Producer Member Application Forms and Acceptance.** Applicants for the grade of Producer Member are required to complete the Producer Member Application Forms and send them to the NSSA headquarters. [Note: The Site Built Community/Commercial Producer Member application varies from the initial requirements of all other Producer Member applications]. When a completed application, debris impact report(s), and the third-party evaluator compliance report(s) are received and reviewed, then the Executive Director may recommend applicant admission to the Board of Directors. At least five working days are allowed for board members to express any concern about admission, qualifications or past activities. Any concern expressed is circulated to all members of the board. When no concerns are expressed or when all issues are resolved, the applicant can then be admitted to membership and their membership so listed on the NSSA website.

**1.2.3 Producer Member Pledge and NSSA Seal Requirements.** Execution of the notarized Producer Member Pledge by a prospective Producer Member is a condition of acceptance into NSSA membership by the Board of Directors. Each Producer Member applicant is required to sign a Producer Member Pledge (in the form attached to the application) stating that the Producer Member’s firm shall manufacture, install, construct or provide detailed written installation instructions and sell only those safe room products that meet or exceed the requirements of the NSSA Standard.

An NSSA Producer Member Seal shall be affixed to each shelter produced. Additionally an approved Inspection Checklist (QAP for Site Built Community/Commercial safe rooms) and Certificate of Installation shall be filled out by the Producer Member and promptly filed with NSSA for each shelter installed by a Producer Member. Failure by a Producer Member to submit a properly filled out Certificate of Installation for receipt by the NSSA office within 60 days of the installation date shall result in termination of the Producer Member’s membership in NSSA.

- 1.2.4 Inspection of Producer Member Pledges.** The Producer Member Pledge of each Producer Member and former Producer Member, along with the dates of membership in the Association, is available for public inspection during normal business hours at the Association office.
- 1.2.5 Acknowledgement for Services Required.** Applicants for the grade of Producer Member are required to submit, as part of the application, signed Engineering Services (third party evaluators) and Debris Impact Test forms (provided by NSSA) requesting that each safe room product manufactured, installed, and/or sold by the Producer Member be tested and evaluated by NSSA-approved agencies for compliance with the NSSA Standard. (Note: If requested in writing by the applicant, impact testing may not be required if it is determined to be unnecessary in the professional judgment of the Manager of the National Wind Institute Debris Impact Facility as the result of previous facility testing on similar structures of less robust materials and or construction.)
- 1.2.6 Liability Insurance.** Each Producer Member of NSSA is encouraged to carry liability insurance to protect company assets and to name NSSA as an additional insured.
- 1.2.7** Producer Members may propose three directors for the Board of Directors described in ARTICLE VIII – BOARD OF DIRECTORS. This representative shall be selected for nomination to the Board by vote of a majority of the Producer Members present at the meeting and elected to the Board by the Board of Directors at the annual meeting or as otherwise provided in Article 8.1.1.
- 1.2.7.1** Producer Members appointed by the President to serve on any committee of the Association shall have the same vote as other committee members in the votes of that committee.
- 1.2.8 Producer Member required Compliance Verification Process.** Applicants for grade of Producer Member are required to verify compliance with the NSSA Standard of each safe room design produced according to the following procedure:
- 1.2.8.1** Submit to an NSSA-approved design professional for third party review and verification of conformance to the NSSA Standard the following items for each safe room design produced for sale or rental.
- 1.2.8.1.1** Shelter design drawings shall include design information per ICC 500, Section 107.2.1 and shall include detailed erection, assembly and installation instructions, inspection procedure and/or checklist per ICC 500, Sections 106 and 107.2.4. Community/Commercial storm shelters shall also contain a schedule of structural observations per ICC 500, Section 106.4 and a quality assurance plan required by Section 107.3. All design documents are to be prepared by a registered design professional (engineer or architect).
- 1.2.8.1.2** Obtain certification from an NSSA-approved Debris Impact Testing agency certifying that each storm shelter product and components thereof have been tested and found to comply with the impact and pressure testing requirements of ICC 500, Sections 305 and 306 when tested according to procedures of ICC 500, Chapter 8. Reports of the testing agency certifying compliance of storm shelter products and components with the above requirements are to be submitted to NSSA and to the third-party evaluator selected. [Where testing of storm shelter products or components is

conducted after completion of a third party review report, the results of testing shall be also be submitted to NSSA and the third-party evaluator.]

Upon review of the original design report(s) and the debris impact testing reports, the third-party evaluator shall prepare a final compliance letter and summary report which includes the original design and debris impact testing report(s). The compliance letter (signed and sealed with the design professional seal) and the summary report shall be sent to NSSA headquarters. (Note: Impact testing of roof and wall assemblies may not be required if it is determined to be unnecessary in the professional judgment of the Manager of the National Wind Institute Debris Impact Facility as the result of previous facility testing on similar structures of equal or less robust materials and or construction.)

**1.2.8.1.3** Upon receipt by the NSSA of the third-party evaluator's compliance letter and report stating that each safe room design submitted by the Producer Member applicant has been found to be in compliance with the NSSA Standard for safe rooms, then the Producer Member application will be complete. In accordance with **Article 1.2.2**, the Producer Member shall produce only the type of safe rooms (tornado and/or hurricane) receiving verification of compliance. To facilitate participation in potential FEMA or other government funded grant programs the third-party evaluator shall state in their compliance letter that the safe room(s) meet or exceed FEMA P-361 guidelines [See section 5.1.1 for specific NSSA requirements for compliance with FEMA P-361 guidelines.].

**1.2.8.2** The Bylaws contain several references to the ICC 500-2014 edition and appropriate Sections within the Standard. In the event the ICC 500-2014 Standard is revised in the future the Bylaws will be amended where appropriate to reflect the latest version of the ICC 500 Standard. The revision pertaining specifically to revisions to ICC 500 will not become effective for members for a period of 6 months following the date the revisions are published.

### 1.3 INSTALLER MEMBER

The membership grade of Installer Member in NSSA shall be open to all persons, firms, corporations, limited liability companies or partnerships that install safe rooms for Producer Members and who bear responsibility for compliance with installation and inspection instructions provided by the Producer Member. Installer Members may apply the appropriate NSSA seal supplied to them by the Producer Member for whom they are installing.

Each Installer Member shall be entitled to one vote for each issue or activity requiring a vote of the Association membership.

**1.3.1 Installer Member Application Forms.** Applicants for the grade of Installer Member are required to complete an Installer Member application (in a form provided by the Association) and send the application to NSSA headquarters for processing.

**1.3.2 Installer Member Pledge.** Each Installer Member applicant is required to sign an Installer Member Pledge (in a form provided with the application) stating that the Installer Member's firm shall install only those safe rooms products bearing an NSSA Producer Member Seal applied in accordance with **ARTICLE VI -SEAL PROGRAM** and shall certify that the installation of each storm shelter was completed following all installation and inspection instructions and training provided by the Producer Member. Execution of the Installer Member Pledge by a prospective Installer Member and payment of the Installer Member application fee and first year dues are conditions of acceptance into NSSA membership by the Board of Directors.

**1.3.3 Inspection of Installer Member Pledges.** The Installer Member Pledge of each Installer Member and former Installer Member, along with the dates of membership in the Association, is available for public inspection during normal business hours at the Association office.

### 1.4 COMPONENT MEMBER

The membership grade of Component Member shall be open to all persons or entities engaged in the manufacture of components for the safe rooms/shelter industry and manufacturers that have product lines that benefit the industry such as door systems, roofing systems, windows, shutters, doors, radios, and components comprising part of a storm shelter's main wind force resisting system (MWFRS) or exterior protective envelope that meet the ICC 500 Standard and the FEMA P-361 guidelines. Proof of compliance of Component Members' products with ICC 500 and FEMA P361 is required as a condition of membership.

**1.4.1** Component Members must submit a written application (on a form provided by the Association) to the NSSA headquarters. Membership as a Component Member is granted upon approval by the Board of Directors of such prospective Component Member's application and by payment of the application fee and the first year Component Member dues. Component Members shall enjoy all privileges of active membership, including attendance and participation at regular and special meetings. Each Component Member shall be entitled to one vote for each issue or activity requiring a vote of the Association membership.

**1.4.2** Component Members appointed by the President to serve on any committee of the Association shall have the same vote as other committee members in the votes of that committee.

**1.4.3** Component Members may propose two directors for the Board of Directors described in **ARTICLE VIII – BOARD OF DIRECTORS**. This representative shall be selected for

nomination to the Board by vote of a majority of the Component Members present at the meeting and elected to the Board by the Board of Directors at the annual meeting or as otherwise provided in Article 8.1.1.

## 1.5 PROFESSIONAL MEMBER

The membership grade of Professional Members shall be open to registered architects and engineers who have demonstrated knowledge of and have experience with the application of the ICC/NSSA 500 Standards, FEMA P-361 criteria (guidelines) and building codes that apply to safe room design. The design professionals in this member category have, based on previous experience, been proven competent to analyze and/or design storm safe rooms for pre-manufactured and site-built Residential and Community/Commercial use.

Professional Members may select which category of listings they desire to be listed under on the NSSA website. It is best to determine which categories you choose to be listed under during the application process. Application forms are specific to these categories and request specific qualifications for each listing. [Note: Third Party Evaluators and Peer Reviewers require a separate application and qualification process after an engineer or architect have been accepted as a Professional Member [see member descriptions and qualification process for Third Party Evaluators and Peer Reviewers below]. The following are the categories one may choose to be listed under on the NSSA web site:

- Pre-Manufactured Residential Safe Rooms
- Pre-Manufactured Community/Commercial Safe Rooms
- Site Built Residential Safe Rooms
- Site Built Community/Commercial Safe Rooms
- **Professional Member**- work primarily on pre-manufactured safe rooms and can qualify to become Third Party Evaluators
- **Site Built Design Engineer**- work on site built safe rooms in design and/or peer review
- **Site Built Design Architect**- work on site built safe rooms in design and/or peer review

**1.5.1** Prospective Professional Members must submit a written application (on a form provided by the Association) to NSSA headquarters. Professional Membership is granted upon approval by the Board of Directors of such Professional Member's application and by payment of the application fee and first year Professional Member dues. Professional Members shall enjoy all privileges of active membership, including attendance and participation at regular and special meetings. Each Professional Member shall be entitled to one vote for each issue or activity requiring a vote of the Association membership.

**1.5.1.1** Professional Members appointed by the President to serve on any committee of the Association shall have the same vote as other committee members in the votes of that committee.

**1.5.1.2** Professional Members as a group may nominate from their group two directors for the Board of Directors described in **ARTICLE VIII – BOARD OF DIRECTORS**. These proposed representatives shall be selected for nomination to the Board by vote of a majority of the Professional Members present at the meeting and elected to the Board by the Board of Directors at the annual meeting or as otherwise provided in

**Article 8.1.1.**-Professional Members may serve on any committee of the Association and shall have the same vote as other committee members in the votes of that committee.

## **1.6 THIRD PARTY EVALUATORS**

Third Party Evaluators are professional engineers with expertise in pre-manufactured and site built safe room design. Third Party Evaluators must be willing to perform professional services for reviewing engineering designs of storm shelters of NSSA Producer Members. The process for application is as follows;

1. Applicants must first join the NSSA as a Professional Member and agree to the terms and conditions of membership.
2. The Professional Member can then notify the NSSA of the desire to become a Third Party Evaluator. They must submit professional credentials and specifically note experience in the safe room industry.
3. Third Party Evaluator applications will be reviewed by NSSA staff and those accepted will be recommended to the Board of Directors for approval. Previous safe room design experience is required.
4. When the review process is completed and the application accepted, admittance will be granted to the applicant and NSSA will add their professional listing to the NSSA list of approved Third Party Evaluators.

## **1.7 MEDIA MEMBER**

The membership grade of Media Members shall be open to all weather forecasters, meteorologists, NOAA and National Weather Service professionals and other media personnel who support the purpose and mission of NSSA. (Note: NSSA encourages all Producer Members to keep in contact with local TV stations and to develop weather segments that address preparing for severe weather and weather related hazards. NSSA invites all media people to join NSSA members to educate homeowners and help them select a NSSA Standard compliant safe room.)

- 1.7.1** Media Members must submit to the association a written application on a form provided by the Association and pay annual dues. Media Members shall enjoy all privileges of active membership, including attendance and participation at regular and special meetings, but they shall have no voting rights except as follows:
- 1.7.2** Media Members appointed by the President to serve on any committee of the Association shall have the same vote as other committee members in the votes of that committee.
- 1.7.3** Media Members may propose one director for the Board of Directors described in **ARTICLE VIII – BOARD OF DIRECTORS**. This candidate shall be selected for nomination to the Board by vote of a majority of the Media Members present at the meeting and elected to the Board by the Board of Directors at the annual meeting or as otherwise provided in **Article 8.1.1**.

## **1.8 AFFILIATE MEMBERS**

The membership grade of Affiliate Members shall be open to all who have an interest in advancing the purpose and objectives of NSSA. Affiliate Members also include individuals that work in supporting roles for safe room design such as interior designers, engineers in training, intern architects, CAD technicians, students and others. In addition to individuals, Affiliate Members can include a company, association, partnership, education entity, or non-profit group that supports the NSSA purpose and mission, including

advancing public safety planning for severe weather events. Affiliate Members do not qualify for other member grades.

**1.8.1** Affiliate Members must submit to the association a written application on a form provided by the Association and pay annual dues. Affiliate Members shall enjoy all privileges of active membership, including attendance and participation at regular and special meetings, but they shall have no voting rights except as follows:

**1.8.2** Affiliate Members appointed by the President to serve on any committee of the Association shall have the same vote as other committee members in the votes of that committee.

## **1.9 CORPORATE SPONSORS MEMBER**

The membership grade of Corporate Sponsor Members shall be open to all companies, firms, corporations, limited liability companies, associations or partnerships that have business interests in the shelter industry and/or who desire to financially support the purpose and mission of the Association.

Prospective Corporate Sponsors must submit a written application (on a form provided by the Association) to NSSA headquarters. Corporate Sponsor membership is granted upon approval by the Executive Director of the Corporate Sponsor's application and payment of Corporate Sponsor dues.

Corporate Sponsor Members shall enjoy all privileges of active membership, including attendance and participation at meetings of the Board of Directors, but they shall have no voting rights, except as follows:

**1.9.1** The most current Corporate Sponsor program will be present on the NSSA website. The program for Corporate Sponsorship will give information on such matters as dues, logos, and members listings allowed, as well as benefits afforded to existing Members who wish to become Corporate Sponsors.

**1.9.2** Corporate Sponsors may propose one director for the Board of Directors described in **ARTICLE VIII – BOARD OF DIRECTORS**. This candidate shall be selected for nomination to the Board by vote of a majority of the Corporate Sponsors present at the meeting and elected to the Board by the Board of Directors at the annual meeting or as otherwise provided in **Article 8.1.1**.

## **1.11 CONTRACTOR MEMBER**

The membership grade of Contractor Members shall be open to persons, firms, corporations, LLC's or partnerships that are licensed general contractors or subcontractors for residential or commercial buildings and that provide construction or installation services for Producer Members that involves specific knowledge of the components and building codes applicable to site built safe rooms. Contractor Members may be referred to as sub-contractors due to the specific services and materials (components) they provide.

Each Contractor Member shall be entitled to one vote for each issue or activity requiring a vote of the Association membership.

**1.11.1 Services provided for NSSA Producer Members.** Contractor Members can provide services for Non-Member companies. However, when contracted by an NSSA Producer Member the Contractor must follow the specific installation instructions and design requirements provide by the Producer and/or receive training from the Producer on proper installation and/or construction procedures. In addition, a Contractor may place an NSSA seal, provided by the



Producer Member, on the safe room as long as the seal is placed as instructed by the Producer Member. The Contractor Member is responsible to notify the Producer Member of completion of the storm shelter. The Producer Member is then responsible for filing with NSSA within 60 days the required Certificate of Installation for each individual room installed. Failure to submit the required Certificate of Installation within 60 days may result in loss of Membership for the Producer Member.

- 1.11.2 Contractor Members** shall submit an application indicating Residential and/or Community/Commercial safe room construction or installation experience and licensing credentials. The NSSA staff and other professionals will review and submit qualifying contractors to the Board of Directors for approval. Approved contractors will be added to the Contractor Member listing on the NSSA website.

## **1.12 INSPECTOR MEMBER**

The membership grade of Inspector Members shall be open to all qualified persons employed or retained by an approved agency and approved by building officials, to have the competency necessary to inspect a particular type of installation and construction involving safe room standards, building codes and guidelines. Inspections are required for various aspects of installation and or construction depending on the type of safe room, Residential or Community/Commercial, whether it is pre-manufactured or site built, and the planned number of occupants.

Each Inspector Member shall be entitled to one vote for each issue or activity requiring a vote of the Association membership.

- 1.12.1 Special Inspections** shall refer to inspections performed to ensure compliance with the ICC 500 Standard, FEMA P 361 guidelines and the approved construction documents for the Site Built Community/Commercial safe room being constructed for greater than 50 occupants.
- 1.12.2 Inspector Members** shall submit along with the NSSA Membership application form a detailed list of past residential and/or community/commercial safe room inspection experience including any types of special inspections previously performed. The NSSA staff and Executive Director will review the application and experience and recommend qualifying inspectors to the Board of Directors for approval. Approved inspectors will be added to the Inspector Member listing on the NSSA website, noting any special inspection services provided.

## **1.13 PEER REVIEWERS**

Peer Reviewers are registered design professionals (registered engineers or registered architects) with expertise in Site Built Community/Commercial safe room design. Peer Reviewers must be qualified by education and experience to review storm safe room designs for our Site Built Producer Members, other engineers or architects, and/or the Authority Having Jurisdiction for compliance with ICC 500 2014.

The ICC 500 2014 Standard and Commentary, Section 1061.1, requires Peer Review by an independent registered design professional for compliance with the requirements of Chapters 3, 5, 6 and 7 and shall be conducted for the following storm shelter types:

1. Community shelters with an occupant load greater than 50 persons.
2. Storm Shelters in elementary schools, secondary schools, and day care facilities with an occupant load greater than 16 persons.

3. Storm shelters in Risk Category IV (essential facilities) as defined in Table 1604.5 in the *International Building Code*.

**The process for selection and application is as follows:**

1. Applicants for Peer Reviewer Member must first join the NSSA as a Professional Member and agree to the terms and conditions of membership.
2. The Professional Member can then notify the NSSA of the desire to become a Peer Review Member. Application shall include detailed professional credentials noting specific experience in storm safe room design.
3. Peer Review Member applications shall be reviewed by NSSA staff accepted will be recommended to the Board of Directors for approval. Storm safe room design experience is required.
4. When review process is completed, NSSA admittance will be granted and the successful applicant will have their professional listing added to the NSSA list of Peer Review Members.

#### **1.14 MEMBERSHIP DUES**

Membership dues shall be established on an annual basis by the membership at the annual or special meetings of the Association Board of Directors. Should the Board of Directors fail to establish membership dues, then the member dues shall remain in the amount of the most recently assessed dues.

#### **1.15 MEMBERSHIP FEES**

Initiation, matriculation, enrollment, reinstatement or such other fees as approved by the Board of Directors shall be allowed under these Bylaws. The Board of Directors shall set the fees and the reasons for the fee structures.

#### **1.16 POLICY ON PROHIBITED PERSONS**

**1.16.1** It is the policy of this Association that no Producer Member, Installer Member, Contractor Member, Inspector Member, Component Member, Professional Member, Media Member, Affiliate Member, Corporate Sponsor, herein collectively referred to as "Member", nor to any Member's knowledge, any of the Member's respective officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in a Member is an entity or person:

- (i) That is listed in the Annex to, or is otherwise subject to the provisions, of the United States Presidential Executive Order 13224 issued on September 24, 2001 ("Executive Order");
- (ii) Whose name appears on the U.S. Department of the Treasury, Office of Foreign Assets Control's ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums, including but not limited to, the OFAC website, [www.treas.gov/ofac/](http://www.treas.gov/ofac/));
- (iii) Who commits, threatens to commit or supports "terrorism," as that term is defined in the Executive Order; or
- (iv) Who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) through (iv) above are herein referred to as a "Prohibited Person").

**1.16.2** Upon becoming a Member, each Member covenants and agrees to use commercially reasonable efforts to ensure that neither the Member, nor any of its respective officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in the Member will:

- (a) Conduct any business, engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution or funds, goods, or services, to or for the benefit of a Prohibited Person; or
- (b) Engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the provisions set forth in the Executive Order or the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

**1.16.3** This Policy on Prohibited Persons is intended to assist the Association and its Members in Executive Order and OFAC compliance and risk management.

## **1.17 POLICY ON PARTIES EXCLUDED BY FEDERAL GOVERNMENT AGENCIES**

- 1.17.1** Certain parties have been excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E. O 12549, E. O. 12689, 48 CFR 9.404, and various Federal agency's codification of the Common Rule for Non-procurement suspension and debarment. Such parties are referred to in these Bylaws as "Excluded Parties." Such Excluded Parties may be listed on the public service site provided through the World Wide Web by the General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on such Excluded Parties and which Excluded Parties List System ("EPLS") can be assessed under the web site <http://www.epls.gov/>.
- 1.17.2** It is the policy of this Association that no Producer Member, Installer Member, Contractor Member, Component Member, Professional Member, Media Member, Affiliate Member, Corporate Sponsor, herein collectively referred to as "Member", nor to any Member's knowledge, any of the Member's respective officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in a Member shall be an entity or person that is listed as an Excluded Party on the EPLS web site.
- 1.17.3** Upon becoming a Member, each Member covenants and agrees to use commercially reasonable efforts to ensure that neither the Member, nor any of its respective officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in the Member will
- (a) conduct any business, engage in any transaction or dealing, with any Excluded Party, including, but not limited to, the making or receiving of any contribution or funds, goods, or services, to or for the benefit of an Excluded Party; or
  - (b) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to avoid being listed in the Excluded Parties List System.
- 1.17.4** This Policy on Excluded Parties is intended to assist the Association and its Members in Federal law compliance and risk management.

## **ARTICLE II – OBLIGATIONS OF MEMBERS AND THE ASSOCIATION**

- 2.1 OBLIGATIONS OF MEMBERS** – To maintain quality in the storm shelter/safe room industry, to protect the public and to uphold the credibility of the Association, members are ethically, legally and morally obligated to:
- 2.1.1** Work to achieve a high level of competence in the storm shelter/safe room industry and render a high level of competent service to the industry and to the Association.
- 2.1.2** Keep informed on standards, laws, proposed legislation, governmental regulations, and current market conditions affecting the industry so that they can be able to contribute responsibly to public policies and current market conditions.

## 2.2 DELINQUENT DUES

The Association shall send a bill for dues to all members once each year approximately one month prior to the anniversary date of their joining NSSA. In the event payment of dues is not received within (60) sixty days of the anniversary date, the member shall be deemed delinquent and all membership privileges forfeited without notice or hearing. A delinquent member seeking reinstatement must do so in writing. Payment of delinquent dues will be required for reinstatement.

## 2.3 REVOKING MEMBERSHIP

- 2.3.1** The Board of Directors may, in its sole and absolute discretion, revoke the membership of any NSSA member for any violation of these Bylaws. The Executive Director or President of the Association may initiate an initial investigation through the Compliance Officer or other designated party or may appoint a special committee or charge a standing committee of the Association to investigate allegations against a member and to recommend actions to the Board of Directors. (Note: Investigations can, at the discretion of the Board, also result in sanctions other than Membership revocation.)
- 2.3.2** Upon receipt of a committee or Compliance Officer report recommending removal of a member from the Association, the Board of Directors shall send written notice pursuant to **Article VII** of these Bylaws to the member whose membership is under investigation informing the member that at the next scheduled meeting of the Board of Directors, or at a duly called special meeting, a hearing on the member's membership status will be conducted unless said hearing is waived in writing by such member.
- 2.3.3** After notice and hearing, the Board of Directors shall vote on the membership of the member and the membership of such member shall be terminated upon a seventy-five percent vote of the Board of Directors.
- 2.3.4** Where life-threatening or dangerous deviations from the NSSA Standard are shown to exist, the President may require the Producer Member to notify owners of deficiencies as per **Article 5.2.3.2**. If a member is removed for non-compliance with the NSSA Standard, the Association shall make reasonable efforts to insure that all owners of shelters/safe rooms purchased from or installed by the former member are contacted, informing them of potential risks of using the shelters/safe rooms.

## ARTICLE III -- CODE OF ETHICS

**3.1 THE CODE OF ETHICS** We, the members of the Association, recognize our responsibility to the public and to our fellow members, and do hereby adopt and pledge ourselves and our employees and our representatives to faithfully adhere to this Code of Ethics (the "Code of Ethics").

- 3.1.1** It is the duty of the members of this Association to protect the public against fraud, deception, misrepresentation and unethical practices in the storm shelter/safe room industry. Members are expected to eliminate from their own business any practices that could be detrimental to the public or bring discredit to the storm shelter/safe room industry or the Association. The Members shall cooperate with and assist all pertinent governmental agencies charged with regulating the practices and operations of the storm shelter/safe room industry.

- 3.1.2** Members shall be responsible for compliance with the Code of Ethics by their agents, officers, managers, contractors, successors or employees. When a member becomes aware of a Code of Ethics violation by his agents, officers, managers, contractors, successors or employees even where the member may not have had any previous knowledge of such violation, the member shall assume responsibility for the violation and take immediate, appropriate actions to correct the violation.
- 3.1.3** Members shall in all forms of communications and advertisements avoid exaggeration, misrepresentation or concealment of pertinent facts relevant to the public at large or the Association and its members. All members will use only NSSA approved language when referencing the NSSA, the ICC/NSSA 500 Standard and FEMA or their publications or websites. **Article 3.2.3** below states that all questions regarding the Code of Ethics posed by members shall be addressed as promptly as possible. To avoid the risk of potential sanctions all members are strongly urged to submit for NSSA review all statements mentioning ICC, NSSA and/or FEMA.
- 3.1.3.1** Marketing or advertising claims regarding safe room uses, capacities, or performances contrary to those for which third party approval or peer review has been given, comprise an ethics violation and shall be reported and dealt with following the processes described in Article 3.1.5.
- 3.1.4** Members of the Association shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, creed, color, religion, sex, handicap, familial status or national origin.
- 3.1.5** If a member is accused of unethical practices or is asked to present evidence in any NSSA investigation or hearing, the member shall place all pertinent facts before the proper committee of the Association on a reasonable time frame as established by the committee. Members attempting to slander another member via the public leveling of accusations is in direct violation of the NSSA Code of Ethics and shall be sanctioned for such activities including the potential loss of Membership.
- 3.1.6** All members shall at all times present a true picture in advertising and representation to the public concerning products and services offered. Publically disseminated marketing documents, sales practices or demonstrations shall never be used to disparage or undermine another member's products or marketing agencies. A member may promote the virtues of its product's safety and reliability as long as any comparison clearly makes reference to the most current ICC/NSSA Standard that it meets or exceeds and does not impugn or undermine the Standard in any way. Any member who feels that another member has violated this Article shall contact the NSSA in writing along with evidence of their concerns and allow the Association to impartially deal with the issue.

## **3.2 THE ETHICS COMMITTEE**

- 3.2.1 Ethics Committee Structure** The President shall appoint an Ethics Committee to serve, subject to the will of the Board, on an annual basis or until their successors are appointed. The Ethics Committee should preferably consist of not less than three (3) Producer Members/Site Built Producer Members, including the chairman, and, in addition, may include one Component Member and one Professional Member, Site Built Design Engineer Member or Site Built Design Architect Member. Members of the Ethics Committee may be reappointed for additional terms. The Ethics Committee will be responsible directly and solely to the Board of Directors. The Ethics Committee shall have the authority to discharge responsibilities inherent in administering the Code of Ethics and the authority to carry out additional responsibilities assigned by the President. The Ethics Committee shall be guided by **ARTICLE VII – INVESTIGATIONS AND**

**HEARINGS** in carrying out its responsibilities. Reference made herein to “member” (vis-à-vis “MEMBER”) refers to any grade of membership in NSSA.

The primary purpose of the Ethics Committee is to require adherence by members to the Code of Ethics. If, after an investigation and hearing, the member declines to take corrective action as established by the Ethics Committee, the Ethics Committee shall execute the provisions of **Addendum B to these Bylaws**.

### **3.2.2 Ethics Committee Involvements**

**3.2.2.1** The Ethics Committee shall consider cases assigned to it by the President or Executive Director that may constitute violations of the Code of Ethics. Cases might include, but are not limited to, providing false information on a Certificate of Installation, false advertising, violation of a cease and desist order relating to storm shelters/safe rooms that are not in compliance with the NSSA Standard, violation of the Producer Member or Installer Member Pledge, unauthorized use of an NSSA Seal, flagrant or repetitive neglect of duty (as defined in **ARTICLE IV – DUTIES OF ASSOCIATION MEMBERS**).

**3.2.2.2** A member’s lack of response or cooperation with the Ethics Committee or its representative(s) in dealing with ethics issues may be regarded as non-compliance with the Code of Ethics and may result in disciplinary action up to and including loss of membership. Matters involving administration and enforcement of the NSSA Standard shall not be within the scope of the Ethics Committee.

**3.2.2.3** The Ethics Committee shall afford all parties involved in cases being considered the opportunity to be fully heard. All members of the Association shall fully cooperate with the Ethics Committee in its inquiries and deliberations.

**3.2.3 Additional Functions of the Ethics Committee.** The Ethics Committee shall answer, as promptly as possible, all questions posed by members of the Association relating to the Code of Ethics, and their administration and, when appropriate, may suggest for consideration by the Board of Directors new regulations, definitions, or other implementations and amendments to more fully give effect thereto.

**3.2.4 Excuse from Ethics Committee Service.** During their term, Ethics Committee members shall recuse themselves in writing to the President or Executive Director and not participate in any proceedings brought against or in any way involve such committee member personally, or such committee member’s company, employees, or agents.

### **3.3 POWERS OF AUTHORITY VESTED IN ETHICS COMMITTEE**

**3.3.1** The powers to interpret and administer the provisions of the Code of Ethics shall be vested in the Ethics Committee, which is appointed by the President each year.

**3.3.2** The Ethics Committee shall make recommendations to the Board of Directors for amendments to the Code of Ethics and Bylaws, **ARTICLE VII – INVESTIGATIONS AND HEARINGS**.

**3.3.3** The Ethics Committee shall make recommendations, after hearings, to the Board of Directors for the expulsion, censure, or other appropriate action in response to any member found in violation of the Code of Ethics, or the spirit thereof.

### 3.4 AMENDMENTS

The Code of Ethics may be amended by a majority vote of the Board of Directors.

## ARTICLE IV – DUTIES OF ASSOCIATION MEMBERS

4.1 Each Association member is required to do the following:

- 4.1.1 Observe the highest standards of honesty, integrity, and responsibility in the conduct of business and hold paramount the safety, health, and welfare of the public.
- 4.1.2 Conduct one's self honorably, responsibly, ethically, and lawfully so as to enhance the honor, reputation, and credibility of the storm shelter/safe room industry, the Association and its Members.
- 4.1.3 Abide by the Bylaws, operating procedures, and resolutions of the Association. Should any matter regarding a member's conduct, a member's business or its operation be submitted to the Ethics Committee or any other standing committee presently in existence or to be created by the Association, the member shall cooperate with the Committee in its inquires and deliberations and abide by the decision(s) finally reached by the Board of Directors concerning the status of membership, subject to any right of appeal that a member may have. Members shall not make public statements (written or oral) regarding alleged Ethics and/or Bylaws violations by another member. Alleged violations must always be reported in writing (along with any supporting evidence) to the Association for impartial and proper handling and all parties involved shall respect the Association's instructions and decisions as the Association deems necessary, fair and prudent.

4.2 Each Producer Member, Installer Member, and Contractor Member is required to do the following:

- 4.2.1 Abide by the Producer Member Pledge, the Installer Member Pledge, or the Contractor Member Pledge as appropriate to the Membership Grade.
- 4.2.2 Personally read and thoroughly understand the requirements of the Bylaws, the Ethics Pledge and the NSSA Standard. When any member is unclear regarding the NSSA Standard, such member shall request assistance from Association staff to gain the proper understanding of the applicable provisions of standards, codes, and criteria affecting the quality of shelter/safe room products and Members' obligations thereto.
- 4.2.3 Certify to NSSA and to the consuming public that each product, including installation and inspection instructions, that the Producer Member and Site Built Producer Member manufactures, installs, constructs, or sells as a safe room has been tested and evaluated in accordance with the provisions of the NSSA Standard and that each product meets or exceeds the requirements of the NSSA Standard. Installer Members and Contractor Members shall follow Producer Member's instructions and training in installing and inspecting shelters/safe rooms.
  - 4.2.3.1 Producer Members and Site Built Producer members who have qualified their safe room designs in accordance with the NSSA Standard and **Article 1.2** before construction is commenced are authorized by NSSA to construct only those Residential and Community/Commercial safe rooms that comply with the NSSA Standard. The Producer Member/Site Built Producer Member Seal certifying compliance with the Standard shall be affixed *per Article VI – Seal Program* in a highly conspicuous location on or near one primary door or entrance to the shelter unless the local jurisdiction requires otherwise.



- 4.2.3.2 Members constructing Site Built Community/Commercial safe rooms shall execute and deliver to NSSA within 60 days of completion a **Certificate of Installation** in accordance with **Article 4.2.6** and **Article VI – Seal Program** for each Community/Commercial safe room constructed.
- 4.2.4 Establish quality assurance programs and Installation/Inspection Checklists to assure that the manufacture, installation, and inspection of each safe room produced complies with the NSSA Standard.
- 4.2.5 Comply with the NSSA Seal Program in which the Producer Member certifies to each customer that the safe room produced by the Producer Member or his authorized agent meets or exceeds the requirements of the NSSA Standard. The Producer also certifies that any Installer Member or Contractor Member used for an installation of their safe rooms, will certify to each customer that the safe room has been installed and inspected in strict accordance with the instructions and training provided by the Producer Member.
- 4.2.6 Execute and file with the NSSA a Certificate of Installation for each safe room sold and installed. The inclusion of latitude and longitude coordinates on each certificate is desired. This Certificate of Installation should be filed soon after completion or installation, but not later than 60 days after completion of installation. See **Articles 6.4.6** and **6.4.7** for requirements for follow-up submission of the Certificate of Installation for Owner Installed Residential Safe Room Seals. The NSSA requires its Producer Members to complete an Inspection Checklist as part of their installation procedures for a safe room. A copy of this form shall be included with the Certificate of Installation to assist the Association staff address any complaints made against a Producer Member concerning the installation of a safe room.
- 4.2.7 Keep accurate, detailed records of all safe rooms produced, installed, and sealed by the Producer Member or produced and marketed in anticipation of the Owner Installed Residential Safe Room Seal being installed by the owner. A report containing a summary of such activities shall be submitted to the Association office upon the request of NSSA. The NSSA does not require the Producer to report the location of safe rooms that are moved or relocated by the buyer (homeowner, business).

Producer Members that manufacture and lease and/or rent mobile or “relocatable” Community/Commercial safe rooms are required to maintain a record of locations or of changed locations using the GPS coordinates documenting the various locations where the relocatable safe room is being or has been deployed during the preceding month. This monthly summary report must be filed with the NSSA by the 15<sup>th</sup> of each following month clearly identifying the specific locations of each and every relocatable safe room bearing the NSSA Relocatable Community/Commercial Safe Room Seal.

**4.3 Responsibilities of Members.** Each Member of the Association agrees to abide by the Bylaws and recognizes that the credibility of the shelter/safe room industry and of the Association requires that members be diligent in fulfilling their obligations to the Association, its members, and its customers. No Member shall attempt in any way to persuade, induce, or coerce another party to violate any provision of these Bylaws. Such action on the part of a Member shall be regarded as a breach of the Code of Ethics. Members shall require that their authorized officers, managers and agents (e.g., dealers and installers) become familiar with, and abide by, the provisions of these Bylaws and with the NSSA Standard.

**4.4 Antitrust Policy-** Each member agrees to abide by the Antitrust Policy presented in this section and to follow the Antitrust Guidelines presented in **Addendum A to the Bylaws**.

- 4.4.1 It is the position of this Association that all its policies and programs shall strictly comply with all antitrust laws and similar laws and regulations of the United States of America, its

individual states and other applicable jurisdictions. The Association is not to play any role whatsoever in the competitive decisions of any of its Members nor in any way restrict competition among its Members or non-member companies, customers or other trade associations. The Association does not tolerate any activities of the Association or Association-related actions of its members, officers, directors, staff or employees which violate federal, state or any other jurisdiction's antitrust regulations and laws as such actions are detrimental to the interests of the Association and are contrary to Association policy.

- 4.4.2** Members of the Association, upon becoming aware of seemingly unlawful activities of members shall report concerns to the association president or executive director and may seek guidance from the Association on the application of antitrust regulations and laws. Such guidance information is to be kept current on a regular basis by the Association and regularly provided to existing Members are instructed to avoid any action or conversation whatsoever that could directly or indirectly raise questions about the applicability or possible violation of the antitrust laws.
- 4.4.3** The Board of Directors of the Association may from time to time consider and pass appropriate resolutions to establish plans and programs designed to give guidance to Members of the Association on the applicability of antitrust regulations and laws to the Association and its individual Members. Such plans and programs are to be updated and refreshed on a regular basis so as to keep Members of the Association current on any changes in antitrust regulations and laws.
- 4.4.4** The Board of Directors of the Association may from time to time may pass resolutions to put into place necessary and appropriate corporate rules and restraints to aid in the prevention of any violation of antitrust regulations and laws by Members while engaged in Association business. Such controls are to be reviewed regularly by the Board of Directors in order to keep them up to date and current and to revise such in order to carry out the purposes of this Antitrust Policy.

## ARTICLE V – NSSA STANDARD

### 5.1 THE NSSA STANDARD

- 5.1.1 NSSA Standard definition.** The NSSA Standard is defined as ICC 500, the *ICC/NSSA Standard for the Design and Construction of Storm Shelters, 2014*. The terms “Standard”, “Association Standard”, and “NSSA Standard” as used in these Bylaws refer to the NSSA Standard as defined herein. FEMA P-361, Third Edition, March 2015, Part B, lists provisions which exceed, or are in addition to those of ICC 500. The more conservative or added requirements of FEMA P-361, Part B, are specifically identified as “FEMA Recommended Criteria for Safe Rooms” which are summarized Appendix D entitled “Comparison Matrix of Differences Between ICC 500 Requirements and FEMA Recommended Criteria”. Storm shelters designed, constructed, and installed in compliance with the requirements of ICC 500 and the “FEMA Recommended Criteria for Safe Rooms” of Part B are in compliance with all requirements of FEMA P-361, *Design and Construction Guidance for Community Safe Rooms*.

- 5.1.1.1** When a newly defined NSSA Standard is written, it shall become effective upon the date established by the Board for adoption. The Association shall notify in writing all members of the adoption date so established. The Standard shall contain the criteria that govern the design, construction, engineering and testing evaluation, and other requirements for all storm shelter and safe room products that are manufactured,

constructed, installed, and sold by each Producer Member subsequent to that Producer Member's signing of the Producer Member Pledge. The Standard may be superseded only by a new Standard developed for storm shelters/safe rooms and accredited by the American National Standards Institute (ANSI) or its equivalent. At such time that the existing Standard is superseded by a newly adopted Standard, other than a later edition of the ICC500, the Bylaws shall be amended to define the effective Standard as the latest edition of the ANSI-accredited standard which is recommended to the President by the Standards Committee and adopted by the Board of Directors in accordance with **Articles 5.1.3** and **5.1.4**

**5.1.2** **The President shall appoint a Standards Committee** to serve, subject to the will of the Board, on an annual basis or until their successors are duly appointed, and will provide the Standards Committee with the authority necessary to discharge the responsibilities entrusted to it in interpreting, administering, and enforcing the NSSA Standard. All matters pertaining to the interpreting, administration and enforcement of the NSSA Standard and the Seal Program shall be within the scope of the Standards Committee, except as provided otherwise in these Bylaws.

**5.1.2.1** The President may, in accordance with **Article 11.2.2**, appoint a Chief Compliance Officer and an Assistant Compliance Officer, who shall be a registered design professional or NSSA staff members with Association Bylaws knowledge and safe room industry experience, who shall be responsible to encourage compliance of NSSA Producer Members with the NSSA Standard and other applicable codes, standards, and guidelines, and to encourage and require compliance of NSSA members' business practices with these Bylaws. The Chief Compliance Officer, who may be a Professional Member or Producer Member of NSSA, shall answer directly to the Board of Directors in all matters.

**5.1.2.2** The Chief Compliance Officer and the Assistant Compliance Officer shall be knowledgeable of these Bylaws and the NSSA Standard and shall be competent in the practice of safe room design by virtue of education and experience.

**5.1.2.3** Matters concerning member deviations from the NSSA Standard or these Bylaws may be referred by the President or Board of Directors to the Chief Compliance Officer or Assistant Compliance Officer, and vice versa, for investigation. Matters concerning deviations from the NSSA Standard shall be presented to the Standards Committee for review and determination. Matters concerning deviations from the Bylaws shall be presented to the Ethics Committee for review and determination.

**5.1.2.4** The Assistant Compliance Officer shall assume the duties of the Chief Compliance Officer in the event that position is vacated or at the request of the President. (Note: Should an NSSA Compliance Officer be involved in any situation that constitutes a conflict of interest with another member then that Compliance Officer shall recuse himself from enforcing NSSA Bylaw and Ethics Pledge obligations on the other member until such potential conflict is resolved to the full satisfaction of the Ethics Committee.)

**5.1.3** The Standards Committee shall be responsible directly and solely to the Board of Directors. The Board of Directors shall approve the NSSA Standard and all amendments thereof.

**5.1.4** Producer Members (including Site Built Producer Members) shall have a six months transition period after the date of the Board of Directors' adoption of amendments to the NSSA Standard, including adoption of a new NSSA Standard per **Article 5.1.1**,

during which time Members shall adapt their safe room designs and procedures to the amended NSSA Standard, if material differences exist. . Notwithstanding the foregoing, if the Board of Directors, in its sole discretion, determines that any amendment to the NSSA Standard requires immediate action by Producer Members, the Board of Directors shall so notify Producer Members of such amendment and shall designate the same as an “Emergency Amendment”. Producer Members shall adapt their safe room product designs and procedures to the Emergency Amendment within a period prescribed by the Board of Directors upon receipt of such Emergency Amendment from the Board of Directors. If a Producer Member fails to implement such Emergency Amendment within the period prescribed by the Board of Directors, such Producer Member shall submit, in writing its explanation for such failure, whereupon the Board of Directors may grant a reasonable extension of time to implement such Emergency Amendment.

## **5.2 MEMBER DEVIATIONS FROM THE NSSA STANDARD**

- 5.2.1** Duties of the Members. It is the duty of each NSSA Member and of persons in the member’s firm to immediately notify the President of any known or perceived deviation from the NSSA Standard by any Producer Member, Site Built Producer Member, Installer Member, or Contractor Member (including one’s own firm). Upon receiving written notice describing an alleged deviation, the President shall refer the matter to the chairman of the Standards Committee who shall give written notice of the alleged deviation and description of the alleged deviation to the Producer Member or Installer Member and to members of the Standards Committee. Where the known or perceived deviation from the NSSA Standard is on the installation and inspections performed by an Installer Member or Contractor Member then the Chairman of the Standard Committee shall give notice of the alleged deviation to both the Installer Member/Contractor Member and to the Producer Member(s) whose Seal is affixed to the safe room(s) and whose safe room installation(s) and or inspection(s) is in question. The notice shall specify a date by which the Producer Member or Installer Member/Contractor Member perceived to be deviating is to respond to the Standards Committee presenting evidence to counter the allegation or acknowledging it and outlining a course of action to correct it.
- 5.2.2** **Producer or Installer/Contractor Member’s Responsibility.** It is the Producer or Installer/Contractor Member’s responsibility to correct, as quickly as possible, any known deviation from the NSSA Standard of any safe room product and to inform the Standards Committee of corrections made or planned along with the timetable for planned corrections. If the Producer or Installer/Contractor Member’s counter-evidence, actions, or plans for action satisfy the Standards Committee that no deviation occurred or that an acknowledged deviation has been corrected, then all parties involved to that point in time shall be notified of the resolution and no further action shall be taken.
- 5.2.3** **Life Threatening Deviations** Alleged deviations from the NSSA Standard that are deemed by the Standards Committee to be life-threatening or otherwise of such serious nature that they might lead to injury to shelter occupants, whether caused by a storm event or by design or construction flaws, and that are not countered or corrected to the satisfaction of the Standards Committee, shall be reported to the President for further action. The Standards Committee may recommend to the President that the Producer Member, Site Built Producer Member, Installer Member or Contractor Member be required to submit to an investigation of the alleged deviation(s) by an independent inspection or quality assurance agency, which is acceptable to the Standards Committee, of the Producer Member’s production facility, the specific safe room installation, or both in order to determine whether the alleged deviation is life-threatening or might lead to serious injury to shelter occupants. If the Standards Committee makes such a recommendation, the President shall notify the members involved of

the Committee's recommendation and request that immediate inspections, as recommended by the Committee, be undertaken at the Producer Member's expense for safe room deviation or at the Installer/Contractor Member's expense for installation or inspection deviations. Inspection reports shall be submitted to the Standards Committee.

**5.2.3.1** If the inspection confirms that the deviation is life threatening or a serious deviation, the President shall notify the members involved that, to avoid being removed from membership in NSSA, the members involved shall immediately cease and desist in the manufacture, installation, construction, or sale of any and all safe rooms that deviate from the NSSA Standard.

**5.2.3.2** The President may, upon confirming that a life-threatening or dangerous condition exists, require the Producer Member to send written notices of the deviation or flaw to all customers who have purchased safe rooms having the life-threatening flaw, notifying them of possible consequences of using the safe room whose safety is in question. A copy of all such notices shall also be sent to the Association as evidence of the member's compliance. The Producer Member must send such notice within ten days of receipt of the President's directive to send such notices. If the Producer Member refuses or fails to send such notice for any reason, such Producer Member shall provide the President with the names and addresses of all owners and purchasers of products sold by such Producer Member which contain the life-threatening or dangerous condition, so that the NSSA may notify such owners and purchasers as the NSSA deems fit. The President shall immediately notify the Board of Directors of actions that he has taken in such cases.

**5.2.3.3** The members involved in deviation issues may also be required by the Board of Directors to submit to additional engineering evaluation and testing. Members who agree to the conditions imposed by the President and the Board of Directors may, at the discretion of the Board of Directors, be placed in a Probationary Membership Status (as described in **Article 5.2.4** below). The Board of Directors reserves the right to revoke the membership of a Producer Member or Installer Member in cases where life-threatening deviations or serious violations of the requirements of the NSSA Standard are ascertained and where the Producer Member or Installer Member fails to take immediate steps to correct or rectify the deviation. A Producer Member or Installer Member who does not agree to the conditions imposed by the Board of Directors shall be immediately terminated as a Producer Member or Installer Member of NSSA and shall be promptly notified of such termination by NSSA. Where life-threatening deviations or serious violations of the requirements of the NSSA Standard of a terminated member's safe room(s) exist, NSSA shall notify the safe room owners of the potential risks of using the safe room in accordance with **Article 2.3.4**.

**5.2.4 Probationary Membership Status**-A Producer Member whose safe rooms(s) or its installation and/or application, or the Installer Member whose installation or inspection practices are deemed by the Standards Committee to be not in compliance with the NSSA Standard, but for which non-compliance is deemed by the Board of Directors not to be life-threatening or a serious deviation from the NSSA Standard, shall be subject to action by the Board of Directors. Such action may include placing the Member in a Probationary Membership Status. The Probationary Membership Status may include, but is not limited to:

- Requiring the Member to cease and desist in the manufacture, installation, construction, or sale of the alleged non-compliant safe room product until such time as the alleged non-compliance is cleared or corrected;

- Requiring inspections by an independent, NSSA-approved inspecting or quality assurance agency;
- Requiring testing and/or engineering evaluation of the safe room; or
- Other Board of Directors-imposed remedial action.

Costs for engineering evaluations, testing and inspections shall be borne by the Member. The Member who accepts the conditions of the Probationary Membership Status imposed by the Board of Directors shall not be removed from membership, except as provided for in **ARTICLE VII - INVESTIGATIONS AND HEARINGS**.

- 5.2.5** Disputes regarding alleged Producer Member or Installer Member product non-compliance with the NSSA Standard shall be resolved by the Standards Committee and the Board of Directors in accordance with **ARTICLE VII – INVESTIGATIONS AND HEARINGS**.

## **ARTICLE VI -- SEAL PROGRAM**

**6.1 Purpose.** The purpose of the NSSA Seal Program is to provide mechanisms to assist Producer Members and Site Built Producer Members (the use of Producer Member in Article VI shall include both producer member categories) in assuring customers and NSSA that their safe rooms meet or exceed the requirements of the NSSA Standard for the customer’s intended application/utilization.

**6.2 Objectives.** The objectives of the Seal Program include the following:

- 6.2.1** Require Producer Members to maintain high standards of manufacturing, construction, and installation of safe rooms and insure that safe rooms are certified to meet the NSSA Standard for the customer’s specific intended application/utilization as Residential or Community/Commercial.
- 6.2.2** Assist Producer Members in certifying that they have met or exceeded the NSSA Standard and, thereby, provide assurance to Producer Members’ customers that quality assurance procedures and installation and inspection practices have been required of Producer Members, Installer Members, and Contractor Members by the NSSA.
- 6.2.3** Assist Producer Members in verifying that their safe rooms which are installed by entities others than the Producer Member, Installer Member or Contractor Member are assembled, erected, and installed and inspected in accordance with the Producer Members’ design drawings and specifications, detailed safe room assembly instructions, quality assurance plan, and step-by-step installation instructions and inspection instructions Where safe rooms are “owner installed” per **Article 6.4.6**, NSSA and Producer Members obtain assurance that installation and inspection practices of these safe rooms is inspected by a Qualified Inspector in accordance with **Article 6.4.7** before a “Owner Installed Residential Safe Room” Seal is affixed to the safe room.
- 6.2.4** Assist Producer Members, Installer Members, and Contractor Members in managing risks and lessening liability exposure.
- 6.2.5** Foster acceptance of the NSSA Seal Program by the public and regulatory agencies, thereby distinguishing NSSA Producer Members, Installer Members, and Contractor Members as opposed to non-NSSA safe room/storm shelter producers, as champions of high quality safe room production, assembly, installation, and inspection.
- 6.2.6** Encourage and assist local, state, and national regulatory and code agencies to require compliance with the NSSA Standard. To assist and to verify to jurisdictions responsible for

FEMA funded rebate programs that our Producer Member safe rooms meet or exceed FEMA P-361 guidelines.

### 6.3 Seal Program Administration

- 6.3.1 The Standards Committee shall be responsible for establishing and administering the NSSA Seal Program. The NSSA Seal Program and amendments thereto are subject to the approval of the Board of Directors. The current approved Seal types and approved Seal prices are listed on the NSSA website for Members reference.
- 6.3.2 The Board of Directors shall have primary responsibility for requiring compliance with the Seal Program by Producer Members.
- 6.3.3 Complaints filed with NSSA alleging non-compliance with the Seal Program shall be referred to the Chief Compliance Officer for review.
- 6.3.4 Amendments to the Seal Program shall become fully effective sixty (30) days following their approval by the Board of Directors and notification in writing to the NSSA membership of the approved amendments.

### 6.4 Duties of Producer Members in the Seal Program

- 6.4.1 **Affixing Seal-** The recommended Residential or Community/Commercial Seal shall be affixed in a clearly visible location by the Producer Member and Site Built Producer Member to each tornado safe room produced or constructed (specific details and illustrations are given in **Addendum C** -attached hereto). The Seal shall only be affixed by Producer Members, Site Built Producer Members, or their designated Installer Members or Contractor Members having been given detailed instruction for placement.

**Owner Installed Residential Safe Room** Seals are to be affixed to the residential tornado safe room by the owner in strict accordance with the provisions of **Article 6.4.7**.

- 6.4.2 **Owner Installed Certificate of Installation-** The Certificate of Installation form, devised and furnished by NSSA and bearing the Producer/Site Built Producer Member's company name, shall be completed by the Producer/Site Built Producer Member for each tornado safe room installed. Except as otherwise provided in Article 6.4.6, the Certificate shall also contain, at a minimum, the serial number of the NSSA Seal, the shelter model designation, the Customer/Purchaser name, address of shelter installation, the GPS coordinates, the signature of the Producer and date, and the signature of the installer (the Producer Member's authorized representative), the Installer Member or Contractor Member if applicable. The Producer Member's signature on the Certificate of Installation, attests that the shelter design, construction and installation, or inspection instructions comply with the NSSA Standard. Where required by **Article 6.4.5** the name of the building inspector for the jurisdiction, a threshold inspector, a clerk of the works, or a registered design professional who inspected the installation, shall be supplied.

The Certificate of Installation shall be filed with NSSA by the Producer/Site Built Producer Member within sixty (60) days of completing the shelter installation. Certificates of Installation for tornado safe room with Owner Installed Residential Safe Room Seals shall also comply with the requirements of **Article 6.4.4**.

- 6.4.3 Any deviation from the Producer Member's assembly or installation instructions and inspection checklist which are on file with NSSA and/or the Producer Member's NSSA-approved third party design professional, that may be required to physically install the shelter

as the result of structural or other conditions( anchor specifications), shall be fully documented, e.g., in writing and photographically, and attached to the Certificate of Installation with an explanation of why the deviation was required. NSSA, upon review of the deviation, may require the Member to submit the report of deviation to the NSSA-approved third-party design professional for review. Upon review by the NSSA-approved third-party design professional of such deviation, the-third party design professional may impose additional requirements relating to such shelter in order for the same to be deemed to be in compliance with the NSSA Standard. Any dangerous or life-threatening deviation determined to exist by the third party design professional shall be reported to NSSA by the Producer Member or the third party design professional.

**6.4.4 Owner Installed Tornado Safe Rooms-** A safe room that is intended to be installed by the owner shall have the Owner Installed Residential Safe Room Seal, the **Owner-Installed Residential Safe Room Seal** issued to the owner of that safe room must be done in accordance with the provisions of **Article 6.4.7**. Upon receipt by the Producer Member of the completed and signed Inspection Checklist described in **Article 6.4.7**, a copy of the Certificate of Installation, containing the serial number of the Owner Installed Residential Safe Room Seal, shall be submitted to NSSA with a copy of the signed Inspection Checklist attached.

Certificates of Installation for owner installed residential (pre-fabricated) tornado safe rooms that are sold through retailers and are not installed by the Producer Member or his authorized agent, as a minimum, contain the name and address of the Producer Member, the serial number of the Owner Installed Residential Safe Room Seal; the name and address of the retailer and purchaser, the GPS location where the shelter is installed, and the date that the shelter was sold to the purchaser. The title and date of issue of the installation instructions provided shall be entered on the Certificate of Installation by the Producer Member. The Producer Member is responsible for ensuring that within 60 days of installation the shelter's installation and inspection instructions issued with the shelter shall also be filed with NSSA.

**6.4.5** Local governmental agencies or departments may require that a building inspector of that jurisdiction or another Authority Having Jurisdiction (AHJ) inspect site-built shelters constructed within their jurisdiction. This does not remove the Producer or Installer Member's responsibility for compliance with the NSSA Standard. The Producer Member, his authorized representative, the Installer Member or Contractor Member shall sign the Certificate of Installation as a requirement for affixing the Seal.

**6.4.6** Issuance of Seal for Owner Installed Safe Rooms/Storm Shelters- A shelter that is intended to be installed by the owner shall have the Owner-Installed Residential Safe Room Seal issued to the owner of that shelter in accordance with the provisions of Article 6.4.7. Upon receipt by the Producer Member of a copy of the completed and signed Certificate of Installation with a copy of the signed Inspection Checklist attached, the Producer Member will attach the Seal to the safe room or send the Seal with instructions for attachment by the owner.

**6.4.7 Owner Installed Residential Safe Room Requirements -** Each Producer Member's safe room that will be owner installed or is to be constructed by an independent contractor hired by the owner shall include the following items when delivered.

1. Construction documents and/or installation instructions for the safe room, which include required slab or foundation requirements and anchor specifications and installation procedures.
2. Quality Assurance Plan (QAP) only if required for special installation or inspection procedures.



3. Installation Checklist that describes the specific steps required in the installation.
4. Inspection Checklist, based on the Installation Checklist, which describes the specific items requiring inspection by a qualified inspector when the shelter is completed and before enclosing or finishing the shelter with non-shelter components that will cover up items on the Inspection Checklist requiring inspection. The Inspection Checklist, which may be combined with the Installation Checklist, shall contain a space for the signature and identity of the Qualified Inspector (defined in the warning sticker of item 5).
5. Producer Member warning to customer (warning sticker - **Figure 6.4.7-1**) regarding the customer's requirement to have the shelter installation inspected and to send the signed Inspection Checklist report to the Producer Member. This warning sticker shall contain the wording indicated in **Figure 6.4.7-1** and shall have dimensions of at least 7 inches wide by 7 inches long. The warning sticker shall be applied by the Producer Member to a flat surface of the storm shelter in a highly visible location such as an entrance door.

**Figure 6.4.7-1**

*FGH Company*

**WARNING!! PROPER INSTALLATION & INSPECTION ARE REQUIRED!**  
**This shelter will not meet the requirements of the ICC/NSSA Standard or FEMA safe room guidelines for storm shelter construction unless properly installed and inspected by a Qualified Inspector as described below.**

**This tornado safe room was manufactured by the above-named Producer Member of the National Storm Shelter Association (NSSA) in accordance with the ICC/NSSA Standard but was not installed or site-built by the Producer Member or an NSSA Installer Member.**

**Correct storm shelter installation and the adequacy of the foundation to which this shelter is anchored are integral to the successful performance of the shelter under extreme weather conditions. The Producer Member has provided detailed installation instructions, including an Installation Checklist and an Inspection Checklist. Installation must be in strict accordance with these installation instructions.**

**The owner or the contractor installing the shelter is required to arrange for inspection by a Qualified Inspector to be conducted upon installation and before enclosing this shelter. A Qualified Inspector is defined as a local building inspector or the authority having jurisdiction where the safe room is installed, a registered architect, a professional engineer, a licensed professional inspector, or a Producer Member's safe room installer or technical representative.**

**The Inspector should complete the Inspection Checklist and promptly return this Checklist to the Producer Member. Upon receipt of the completed and signed Checklist, the Producer Member will issue an NSSA Seal-Owner Installed Residential Safe Room to affix to the shelter to confirm that the shelter meets the requirements of the ICC/NSSA Standard. Until receipt of the Inspection Checklist by the Producer Member, this shelter is to be deemed non-compliant with the ICC/NSSA Standard.**

## 6.5 SEALS

- 6.5.1** Producer Members shall affix the appropriate Producer Member or Site Built Producer Member Seals illustrated in Addendum C, to each Residential and Community/Commercial safe room produced. The Owner Installed Residential Safe Room Seal shall be delivered to the owner in accordance with **Article 6.4.6**. NSSA Seals shall contain, as a minimum, a Seal serial number, the Producer Member's name, design wind speed 250 mph, type shelter "tornado", and a statement that the Producer Member certifies that the shelter design, construction, and installation comply with the NSSA Standard.
- 6.5.2** NSSA Seals shall be purchased by the Producer Members and Site Built Producer Members from the NSSA for a price established by the Board of Directors and listed on the NSSA website under Seals and Pricing.
- 6.5.3** **Types of Seals**-The types of Seals available from NSSA are illustrated and defined in Addendum C to the Bylaws. - **SEE ADDENDUM C**-  
The current types of Seals that the NSSA has adopted are meant to be a more comprehensive approach to help delineate Seals between Residential and Community/Commercial use and between Pre-Manufactured safe rooms and site Built safe rooms. The current Seals will then further define some of the more specific uses of our Seals under these designations. Producer Members or Site Built Producer Members can contact NSSA headquarters for further explanation on which Seals best fit the safe rooms they produce or construct.
- 6.5.4** Wording on NSSA Seals and the Certificate of Installation is considered part of the administration of the Seal Program and is, therefore, the responsibility of the Standards Committee. Wording on Seals or the Certificate of Installation or changes in wording shall be made with concurrence of the Board of Directors.

## ARTICLE VII -- INVESTIGATIONS AND HEARINGS

- 7.1** A formal, written procedure for conducting administrative investigations and hearings shall be devised and maintained by the Board of Directors and available from NSSA Headquarters on written request by members. This procedure shall govern the resolution of administrative actions involving matters such as Code of Ethics violations, disputes regarding deviations from the NSSA Standard, and other unresolved disputes that may arise.
- 7.1.1** **Amendments**-The procedure governing administrative investigations and hearings may be amended by a majority vote of the Board of Directors.
- 7.1.2** **Notices**-All notices concerning complaints about members, including notices under **Article II**, shall contain a written copy of the procedures described herein.

## ARTICLE VIII – BOARD OF DIRECTORS

### 8.1 POWER AND AUTHORITY

- 8.1.1** The governing of the Association shall be vested in a Board of Directors. The Board shall conduct the business of the Association and carry out the duties delineated in **Article 8.4**. Additional members may be approved by the Board of Directors. They may be appointed by the Executive Committee of the Board of Directors. The Component Members and all

Professional Members shall serve two-year terms or for a shorter period designated at the time of election.

## **8.2 MEMBERSHIP OF THE BOARD OF DIRECTORS**

- 8.2.1** The Board of Directors shall consist of a minimum of three (3) Producer Members, and may also have two (2) Component Members, two (2) Professional Members, one (1) Media Member and one (1) Corporate Sponsor.
- 8.2.2** In addition, the immediate Past President shall serve for an additional one-year term on the Board upon expiration of his term of office as President.

## **8.3 ELECTION OF MEMBERS OF THE BOARD**

- 8.3.1** All members of the Board of Directors shall stand for re-election once every two (2) years. At least one (1) of the Board of Directors members shall be elected at the general assembly of members at the annual meeting each year. In this manner, the membership of the Board of Directors shall never be made up entirely of new members.
- 8.3.2** Each member of the Board of Directors shall serve for two years thereafter if re-elected. The Board of Directors may, by a majority vote of the Board of Directors, fill vacancies on the Board of Directors. Appointments shall be only for the term remaining of the position being filled.
- 8.3.3** Alternatively, the Board of Directors may call for an election to fill any vacancy on the Board of Directors.

## **8.4 DUTIES**

The Board of Directors shall have the power to fill any vacancies among its Officers and the Board of Directors. The Board of Directors shall have the power to remove any Officer or member of the Board of Directors when in its best judgment the best interests of NSSA will be served thereby, and shall have the direction and management of the property and affairs of the Association, subject to the laws of the United States, State of Texas, and the Bylaws of the Association. The Officers and the Board shall make and file with the NSSA President a report at the annual meeting of the Association and shall include therein a full statement of the business of the Association for the preceding year.

## **8.5 EXECUTIVE COMMITTEE**

- 8.5.1** The Executive Committee shall be elected by the Board of Directors in accordance with **ARTICLE XI – OFFICERS**. The Executive Committee shall consist of the President, Vice-President, Secretary and Treasurer. The Executive Committee shall have the power to act for the Association except in matters specified by these Bylaws to be handled by the Board of Directors, the Membership Committee, Standards Committee, Ethics Committee, and Bylaws Committee or by the Association.
- 8.5.2** The Executive Committee shall have the authority to hire and manage staff such as a Chief Executive Officer, Assistant Executive Officer, Chief Compliance Officer, Marketing Manager, Office Manager and Assistant Compliance Officer to manage operations of the Association and

insure member compliance with these Bylaws . A summary of actions shall be included in the report of the Board of Directors at each annual meeting of the Association in fulfillment of the duties prescribed in **Article 8.4**.

## **8.6 HONORARIUM**

No member of the Board of Directors may be paid an honorarium.

## **8.7 COMPENSATION**

Members of the Board of Directors shall serve without compensation. Board of Directors members shall be entitled to reasonable reimbursement for expenses as approved by the Executive Committee.

# **ARTICLE IX – MEMBERSHIP MEETINGS**

## **9.1 REGULAR MEETING**

A regular general meeting of the membership shall be held at least once each year. The specific meeting dates and locations shall be decided by the Board of Directors. Written notice shall be given by the President of the time, place, and purpose of the regular general meeting, by mailing such notice to each member of the Association at his last known place of residence or business, at least thirty (30) days prior to such meeting.

## **9.2 SPECIAL MEETINGS**

Special meetings of the Association may be called by the President or by a written request to the President by three (3) members of the Board of Directors. Written notice shall be given by the President of the time, place, and purpose of such meetings, by mailing such notice to each member of the Association at his last known place of residence or business, at least thirty (30) days prior to such meeting.

## **9.3 MEANS OF MEETING NOTICES**

Notice of meeting may be provided by first class mail, facsimile transmission or electronic mail.

# **ARTICLE X – MEETING OF DIRECTORS**

## **10.1 SCHEDULE**

Meetings of the Board of Directors shall be at least twice per year including one (1) meeting the day before each annual regular general meeting. The Board of Directors will set the dates of the other meetings. Notice of the annual meeting shall be sent to the membership in accordance with **Article 9.1**. Subsequent to this notice, but not later than fourteen (14) days prior to the announced meeting date, the Board of Directors shall send a copy of the meeting agenda to all members.

## **10.2 QUORUM**

A majority of Board of Directors members present will constitute a quorum.

## **10.3 MEETINGS**

In the interest of expediency and fiscal responsibility, and at the discretion of the Executive Committee, an issue may be brought forward, considered, and voted on by means of phone, facsimile, or other forms of telecommunications as necessary to conduct the normal business of the Association. In order to constitute a quorum, a majority of the Board of Directors members must vote on the issue in question. An abstention vote cast by a member shall be considered a vote. The President shall notify the members of the Board by phone or email of the date and time of a phone meeting at least 24 hours prior to the meeting.

## **10.4 NOTIFICATION OF ABSENCE**

Any member of the Board of Directors who cannot attend a scheduled Board of Directors meeting shall notify the president at the earliest reasonable opportunity and provide a reason for the absence.

## **10.5 ABSENCE**

Any member of the Board of Directors, who shall be absent for two (2) consecutive meetings without being excused by a vote of the Board of Directors, shall be deemed to have resigned there from, and this vacancy shall be filled as provided in these Bylaws.

# **ARTICLE XI – OFFICERS**

## **11.1 OFFICERS**

The Executive Committee shall be the officers of the Association. Following the election of the Board of Directors, the Board of Directors shall elect the Executive Committee at the same annual meeting. Executive Committee members shall serve for a one-year term. If an officer resigns from the Executive Committee during the term of office, the President shall appoint a successor, subject to the will of the Board of Directors, to fill the vacancy for the remainder of the term

## **11.2 PRESIDENT**

**11.2.1** The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and manage all of the business and affairs of the Association except as provided for in **Article 11.2.2**. The President shall, when present, preside at all meetings of the membership and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise

signed or executed; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**11.2.2** The President may appoint a Chief Executive Officer and other executive staff subject to the will of the Board of Directors to execute any or all duties assigned to the President except as may be specifically required by these Bylaws to be executed by the President. The Chief Executive Officer shall be subject to the direction of the President and shall be subject to the limitations imposed upon the President in **Article 11.2.1**.

**11.2.3** **Succession**-In the event of the President's death, resignation, removal, or other event that prevents the President from performing his/her duties, the Vice-President shall immediately fill the vacancy and the Board of Directors shall elect a new Vice-President for the remainder of the term.

### **11.3 VICE-PRESIDENT**

**11.3.1** In the absence of the President or in event of his death, resignation, inability or refusal to carry out the duties of the President, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**11.3.2** The Vice-President shall serve a one-year term. If the Vice-President should for any reason need to assume the position of President, the Board of Directors shall appoint a Vice-President to fulfill the remaining term of the Vice-President.

### **11.4 SECRETARY**

The Secretary shall keep the minutes of the regular and special general meeting of the membership and of the Board of Directors' meetings in one or more books provided for that purpose; see that all notices are duly given in accordance with the provision of these Bylaws or as required; be custodian of the corporate records and of the Seal of the Association; keep a register of the contact address and phone number of each Board of Directors member which shall be furnished to the Secretary; keep records of all disciplinary action brought to the Board of Directors; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

### **11.5 TREASURER**

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties, as the Board of Directors determine. The Treasurer shall: have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association in such banks, trust companies or other depositories as shall be selected in accordance with these Bylaws; and, in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

### **11.6 APPOINTED OFFICERS**

Additional officers may be appointed by the Board of Directors or the Executive Committee to serve the purposes of NSSA and the interests of its members. Such appointed officers may or may not be members of NSSA. Duties and responsibilities of appointed officers shall be clearly delineated at the time of appointment. The membership of NSSA shall be notified of each appointment and the duties and responsibilities of the office.

## **ARTICLE XII – AMENDMENTS**

### **12.1 AMENDMENT WITH NOTICE AT SPECIAL MEETING**

These Bylaws may be amended by a majority vote of the Board of Directors at any special meeting for that purpose, provided that the proposed amendment is filed in writing with the Secretary thirty-five (35) days prior to such meeting. The Secretary shall send a copy of the proposed amendment(s) to all members at least thirty (30) days prior to said meeting.

### **12.2 AMENDMENT AT REGULAR MEETING**

These Bylaws may also be amended by a two-thirds vote of the Board of Directors at any regularly scheduled meeting of the Board of Directors. The Secretary shall send a copy of the proposed amendment(s) and agenda to all members of the Board of Directors at least thirty (30) days prior to such meeting.

## **ARTICLE XIII – ORDER OF BUSINESS**

### **13.1 ORDER OF BUSINESS**

**13.1.1** The order of business of the meetings of the Association and the Board of Directors shall be as follows:

1. Call to order
2. Reading of the minutes
3. Financial report
4. Reports of any committees
5. Unfinished business
6. New business
7. Elections
8. Adjournment

**13.1.2** All reports must be submitted to the Secretary twenty eight (28) days in advance of Board of Directors meetings. The Secretary will forward copies of these reports to all Board of Directors members with the agenda for the Board of Directors meetings.

### **13.2 RULES OF ORDER**

Robert's Rules of Order shall govern the conduct of business of the Association in all cases not especially provided for by these Bylaws.



## ARTICLE XIV – BYLAWS BINDING

The Bylaws and amendments thereto shall be binding on all members of the Association providing no Bylaw shall be in conflict with the **ARTICLES**, Constitution or laws of the United States.

## ARTICLE XV – INDEMNIFICATION

- 14.1** The Association shall indemnify any person who was or is a party or is threatened to be made a party to or any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was or has agreed to become a Director, officer, or is or was serving or has agreed to serve at the request of the Association as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal there from, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association.
- 14.2** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was or has agreed to become a Director or officer, or was serving or has agreed to serve at the request of the Association as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection with the defense or settlement of such action or suit and any appeal there from, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association except that indemnification shall be made in respect of any claim, issue or matters to which such person shall have been adjudged to be liable to the Association unless and only to the extent that a court of competent jurisdiction or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such costs, charges and expenses which the court or such other court shall deem proper.
- 14.3** Notwithstanding the other provisions of this **ARTICLE XV**, to the extent that a Director or officer has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to in **Articles 15.1** and **15.2**, or in defense of any claim, issue or matter therein, he should be indemnified against all costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf.
- 14.4** Any indemnification under Articles 15.1 and 15.2 (unless ordered by a court) shall be paid by the Association unless a determination is made (i) by a disinterested majority of the Board, or, (ii) such disinterested majority of the Board so directs, by independent legal counsel in a written opinion, or (iii) by the disinterested Members, that indemnification of the Director or officer is not proper in the circumstances because he has not met the applicable standard of conduct set forth in **Articles 15.1** and **15.2**.

- 14.5** Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Articles **15.1** and **15.2** in defending a civil, criminal, administrative, or investigative action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding; provided, however, that the payment of such costs, charges and expenses incurred by a Director or officer in his capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer) in advance of the final disposition of such action, suit or proceedings shall be made only upon receipt of an undertaking by or on behalf of the Director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such Director or officer is not entitled to be indemnified by the Association as authorized in this **ARTICLE XV**. Such costs, charges and expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board deems appropriate. The Board may, in the manner set forth above, and upon approval of such Director, officer, employer, employee or agent, authorize the Association's counsel to represent such person, in any action, suit or proceeding regardless of whether the Association is a party to such action, suit or proceeding.
- 14.6** Any indemnification under **Articles 15.1, 15.2** and **15.3**, or advance of costs, charges and expenses under **ARTICLE XV**, shall be made promptly, and in any event within sixty (60) days, upon the written request of the Director or officer. The right to indemnification or advances as granted by this **ARTICLE XV** shall be enforceable by the Director or officer in any court of competent jurisdiction, if the Association denies such request, in whole or in part, or if no disposition is made within sixty (60) days. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Association. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under **ARTICLE XV** where the required undertaking, if any, has been received by the Association) that the claimant has not met the standard of conduct set forth in **Articles 15.1** or **15.2**, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board, its independent legal counsel and its members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in **Articles 15.1** or **15.2**, nor the fact that there has been an actual determination by the Association (including its Board, its independent legal counsel and its members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.
- 14.7** If any action, suit or proceeding, including any appeal, within the scope of **Articles 15.1** or **15.2**, the person to be indemnified shall have unreasonably failed to enter into a settlement, then, notwithstanding any other provision of this **ARTICLE XV**, the indemnification obligation of the Association to such person in connection with such action, suit or proceeding shall not exceed the total of the amount at which settlement could have been made and the expenses incurred by such person prior to the time such settlement could reasonably have been affected.
- 14.8** The indemnification provided by this **ARTICLE XV** shall not be deemed exclusive of any other rights to which any Director, officer, employee or agent seeking indemnification may be entitled under any law (common or statutory), agreement, vote of shareholders or disinterested Director or otherwise, both as to action in his official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Association, and shall continue as to a person who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the estate, heirs, executors and administrator of such person. All rights to indemnification under this **ARTICLE XV** shall be deemed to be a contract between the Association and each Director, officer, employee or agent who serves or served in such capacity at any time while this **ARTICLE XV** is in effect. Any repeal or modification of this **ARTICLE XV** or any repeal or modification of relevant provisions of the Act or any other applicable laws shall not in any way diminish any rights to indemnification of such Director, officer, employee or agent or the obligations of the Association arising under this

**Article 15.8.** This **Article 15.8** shall be binding upon any successor corporation to this Association, whether by way of acquisition, merger, consolidation or otherwise.

- 14.9** The Association shall purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Director, officer, employee or agent, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him or on his behalf in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this **Article 15.9**; provided, however, that such insurance is available on acceptable terms, as determined by the Board.
- 14.10** If this **ARTICLE XV** or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association (i) shall nevertheless indemnify each Director and officer, and (ii) may nevertheless indemnify each employee and agent, as to costs, charges and expenses (including attorneys' fees), judgments, fine and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Association, to the full extent permitted by any applicable portion of this **ARTICLE XV** that shall not have been invalidated and to the full extent permitted by applicable law.
- 14.11** No amendment, termination or repeal of this **Article 15.11** shall affect or impair in any way the rights of any Director or officer to indemnification under the provisions hereof with respect to any action, suit or proceeding, arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or appeal.



## Addendum A to the Bylaws

### National Storm Shelter Association **ANTITRUST GUIDELINES**

Approved 3\_15\_06

#### **A.1 BACKGROUND OF ANTITRUST LAWS**

Federal and state antitrust laws are intended to ensure free and open competition. At the federal level, the Sherman Act, the Clayton Act, and the Federal Trade Commission Act and similar laws in many states, prohibit contracts, combinations, conspiracies, and other agreements in restraint of trade, as well as monopolization and attempted monopolization.

The United States Supreme Court has said that not every agreement in restraint of trade constitutes a violation; only those that “unreasonably” restrain trade are unlawful. Thus in most situations, the courts will look at all the factors and circumstances surrounding the conduct in question to determine whether it unreasonably restrains trade and, therefore, violates the antitrust laws.

Trade associations, particularly those with members who make and market the same products in the competitive market place such as National Storm Shelter Association, by their very nature must be particularly sensitive to avoiding antitrust violations. One of the reasons for this is that in bringing natural competitors together into a voluntary association, one element of a possible antitrust violation may already be present—a combination of competitors. Another special antitrust problem of such an association is that many of its valuable programs deal with subjects sensitive from an antitrust viewpoint: price reporting, product standards, certifications, statistics, and customer relations. Thus, all that may be necessary to prove that an activity of a trade association is in violation of antitrust laws is that the action restrains trade in some improper way. Therefore, the primary focus for NSSA is on the continuing relationships and agreements between NSSA member-competitors and not those agreements or relationships between a member-company and its customers.

Many antitrust violations and particularly those involving trade associations such as NSSA result from concerted or collusive activities in the form of an oral, written or even implied “agreement” that arise from members knowingly participating in a common scheme resulting in a restraint of trade. Examples of such restraint involve agreements with the purpose of setting or maintaining either prices or factors related to prices or agreements where the participants refuse to deal with or agree to boycott other competitors or suppliers. Also, agreements with the purpose or effect of allocating markets based upon a certain geographical area, industry or group of customers in return for reciprocal pledges from competitors are never lawful, regardless of the context of the agreement.

An otherwise lawful act may become unlawful if done for an improper purpose or, an act when done by one member alone may be justifiable, but when done in concert with others or as a part of a larger program, may be a violation of the antitrust laws. Good motives are never an excuse for doing things that are otherwise unlawful. Thus, a product standardization program may be intended to legitimately increase competition by providing consumers with important product information, but it may still be found to be unlawful if conducted in a manner more restrictive than necessary to achieve its legitimate purposes.

**Certain activities, such as activities to influence the government by the joint activity of competitors are given immunity from antitrust liability pursuant to the First Amendment of the Constitution. Of**

**course**, any such activities that are only a “sham” designed to cover-up or harass competitors or to reach an unlawful agreement would not receive such protection.

**Antitrust violations are enforced in ways that can result in fines per violation of up to \$10,000,000.00 for a corporation and \$350,000.00 for individuals.** Individual employees who are involved in activity that violates the antitrust laws can also be sentenced to federal prison for up to three years (possibly more if mail or wire fraud are involved), resulting in the added loss of voting and other privileges. The federal government can also seek injunctive court relief, that provides for cease and desist orders and even the dissolution of the trade association.

Antitrust violations are not always prosecuted by the federal government. Private businesses or persons who believe that they have been damaged or injured by an antitrust violation can seek treble damages in private civil litigation. Such civil suits can not only be brought against the association, but also its member companies, or individuals for such civil damages, plus reasonable attorney’s fees and injunctive relief, not to mention the defendants’ own time lost and attorney’s fees.

## **A.2 MEETINGS CHECKLIST**

To minimize the possibility of antitrust problems at NSSA gatherings, by way of example the following “basic” checklist should be followed in conducting and participating at all meetings of the NSSA board, all its committees, conferences, trade shows and training seminars:

1. Meetings should be held only when necessary to discuss items of substance which justify a meeting.
2. A notice of meeting, together with an item specific (not general or broadly worded) agenda, should be sent to each member of the group.
3. Meeting participants should strictly adhere to the agenda.
4. Participants should “police” their own meetings so in the event a member brings up an item of doubtful legality, discussion should be stopped. If the discussions persist in such areas as pricing, costs, or other competitive practices, the NSSA officer or staff or other members must disassociate themselves from such meeting, and if necessary, leave the meeting.
5. Minutes of all meetings must be kept which summarize accurately the actions taken, if any. Minutes should not contain comments made regarding agenda items.
6. AN NSSA staff member should attend all meetings.
7. Members of the association should not be coerced or forced into taking part in any of the NSSA activities.
8. NSSA members must cooperate with association leadership and staff, particularly when they have ruled adversely about a particular activity or topic of discussion.

The following are examples of some of the main topics that should be avoided at all meetings or other gatherings of the members or association without consultation with legal counsel:

1. Current or future prices of competitors.
2. Matters related to prices, such as discounts, credit terms, profit levels or volume of service.
3. Wage and salary rates, equipment prices, or other actual costs of individual companies, since these costs are an element of price.
4. Dividing up, allocating, or rationalizing markets, bids, geographic areas, types of businesses, or customers among competitors.
5. Refusals to deal with or boycotting customers, suppliers, or other competitors.

6. In discussing technical standards, no comments regarding pricing, marketing, etc. should ever become necessary. Any such standards should be technical in nature, only.



## Addendum B to the Bylaws

### National Storm Shelter Association **INVESTIGATION & HEARINGS**

Approved 6\_10\_2010

#### **B1. INVESTIGATIONS AND HEARINGS**

**B1.1 Purpose of this Procedure-**The purpose of this procedure is to provide reasonable means for the resolution of disputes arising in the Association in a manner which is fair to all parties, which protects the rights of an accused, and/or which protects the confidentiality of matters and persons which come before any committee or other entity of the Association for resolution of disputes. Committees or other entities of the Association shall be guided by this procedure in carrying out their responsibilities. The procedure is written particularly for the handling by the Ethics Committee of matters relating to alleged violations of the **Code of Ethics**. Matters relating to the investigation and resolution of alleged deviations from the **ICC/NSSA Standard for the Design and Construction of Storm Shelters, ICC500, latest edition, hereinafter Standard**, and other sensitive disputes within the Association shall also be resolved in accordance with the procedure which follows to the maximum extent practicable. In lieu of **B1.5 Setting of Punishment**, the procedures of Bylaws, **Article V – Standard** shall apply to matters related to alleged deviations of Member’s shelters from the Standard. Where the category of membership is not relevant to particular provisions of this procedure, the term “member” is used.

#### **B1.2 Ethics Committee Procedures**

**B1.2.1 Handling of Complaints:** A complaint may be received by any NSSA Staff member, Officer, or Director. They may ask for the complaint to be submitted in writing, after which the complaint will be forwarded immediately to the Executive Director, the President or their designee. They will determine if there is or is not enough information to warrant an investigation. After reviewing the complaint the Executive Director or his designee and the President or his designee may dismiss the complaint, order an initial investigation to substantiate the complaint, or decide that further action should be taken. In all cases the Executive Director or his designee must pass the information on to the President of NSSA, or his designee. The President or his designee must fully review the complaint and determine/confirm what actions should be taken. The Executive Director or his designee and the President or his designee must be in consensus to dismiss the complaint. If dismissed they must designate someone to notify the complaining party. After the Executive Director and the President agree that the complaint should be fully investigated, the President or his designee will then forward the information to Chairman of the Ethics Committee. The Chairman shall then notify the member against whom the allegation is made (the “Accused”) by certified letter

(return receipt requested) of the allegation. On or before the day the certified letter is sent, the same information shall be sent by facsimile transmission, regular mail or courier to the Accused's address on record with NSSA. The chairman of the Ethics Committee may contact the Accused and notify the Accused that the above referenced communications are forthcoming. When notice of a communication is given directly to the Accused by telephone then the times herein begin when the oral notice is given. Telephone notice to any party involved in these proceedings shall be given to the party's business phone during normal business hours in the party's time zone. Inability to notify the Accused by telephone after attempts on three business days shall not be construed as failure to give notice in accordance with these procedures. Copies of the notice sent to the Accused shall simultaneously be sent to members of the Ethics Committee. The notice shall specify a date (typically 15 days hence) by which the Accused is to respond to the Ethics Committee, presenting evidence to counter the allegation or acknowledging it and outlining a course of action to correct it.

**B1.2.2 Preliminary Investigation** After the time specified for a response from the Accused has lapsed, the Ethics Committee shall, if needed, make a preliminary investigation of the allegations and evaluate the Accused's response, if any. After the preliminary investigation(s) the Ethics Committee in its sole discretion may terminate the action on the charge(s). Such decision, and the reasons for such decision, shall be made known, in writing, to Accused and to the complaining party that initiated the complaint.

**B1.2.3 Continuing Investigation** If the Accused fails to respond to the notices sent as per Article B1.2.1, or if the Ethics Committee believes that the facts revealed by its investigation are not sufficiently rebutted by the response of the Accused, or that the situation has not been corrected, the Ethics Committee shall so notify the Accused in writing by certified mail and by regular mail, courier, or email along with notice sent by telephone or facsimile. The Accused, upon receipt of this notice, shall have fifteen (15) days to request a hearing by the Ethics Committee. The request for such a hearing must be in writing and must be received by the Ethics Committee within fifteen (15) days following receipt of the notice of findings from the Ethics Committee to the Accused. If the Accused does not request a hearing the Committee may commence to set the punishment pursuant to these Rules.

**B1.2.4 Committee Pre-Hearing Procedure** If a hearing is requested in a timely manner by the Accused, the Ethics Committee shall notify its members and arrange for the convening of such a meeting to hear or read all relevant matters. Said meeting must be convened within sixty (60) days from the date the request from the Accused is received by the Ethics Committee if no additional input is requested from either the Accused or the complaining party or within ninety (90) days if more information is requested as in **Article B1.2.4.1** below.

**B1.2.4.1** The Ethics Committee may request that the Accused and the complaining party supply the Ethics Committee, within 30 days, brief outlines of their respective positions concerning the allegation(s) and actions taken pursuant to the time the allegations were made. Such outlines shall be disseminated to the members of the Ethics Committee and to the Accused and complaining party. Within thirty (30) days of the receipt of these outlines, the Ethics Committee shall vote on whether the allegations against the Accused should be heard or terminated. If the Ethics Committee terminates the case, the chairman shall notify the complaining party and the Accused of the Ethics Committee's decision.



If the Ethics Committee decides a hearing should be held, the chairman shall select a date to conduct the hearing and shall notify the parties of the same by certified mail.

### **B1.2.5 Ethics Committee Hearing Procedure**

- B1.2.5.1** The Accused and the complaining party shall be given, in writing by certified letter, courier, or email and by telephone or facsimile, a minimum of fifteen (15) days' notice of the date of the hearing. All parties to the action shall have the right to be represented by counsel and, with the Ethics Committee Chairman's concurrence, to bring witnesses to the issues in the case. At the hearing, the Accused shall have the opportunity to hear and present evidence, to hear and present witnesses, and to refute the charges. The complaining party will also have the opportunity to hear the evidence and confront and cross-examine witnesses. All witnesses and parties shall be subject to questioning by members of the Ethics Committee.
- B1.2.5.2** In order to conduct a hearing, a majority of Ethics Committee members must be present or be present via conference call. Should a Member become recusant from a particular proceeding, the Chairman may, but shall not be obligated to, temporarily appoint a substitute Member to replace the recusant Member during the proceeding.
- B1.2.5.3** No transcript will be made at the hearing unless requested by a party who will be responsible for the expense of making same.
- B1.2.5.4** If the Accused is unable to appear in person but wishes to submit written evidence or responses relating to the allegations, the Accused may request a conference of the Ethics Committee in lieu of a hearing. The chairman of the Ethics Committee may select the methods by which the conference is conducted and by which conferees are polled.
- B1.2.5.5** The decision by the Ethics Committee shall be made by secret ballot after the Ethics Committee has had opportunity to deliberate the charge(s) and the testimony and evidence presented during the hearing or conference, if applicable. The violation or non-violation of the **Code of Ethics** shall be determined in all hearings and conferences, as applicable, by a majority vote of the members of the Ethics Committee. The Ethics Committee shall determine either that the action against the Accused be terminated or that the Ethics Committee will proceed to set the proposed punishment in accordance with the provisions of **Investigations and Hearings**. The hearing will be closed to all persons except the Ethics Committee, the charging and accused parties, and all necessary witnesses.
- B1.2.5.6** If it is determined by the Ethics Committee, in accordance with the provisions of the provisions of *Investigations and Hearings*, that a violation of the **Code of Ethics** has occurred, the Ethics Committee may exercise its discretion as to whether to attempt to resolve any complaint or controversy amongst or against members by conciliatory conferences in an attempt to secure an agreed settlement which is consistent with the **Code of Ethics**. Should the Ethics Committee elect

not to attempt such conciliatory actions or, following such attempts, believe that an agreement cannot be reached or would leave the issue in conflict with the **Code of Ethics**, then, following a full and complete hearing or conference, as applicable, wherein a decision is rendered adverse to the Accused, the Ethics Committee must then submit its findings and recommendations to the Board of Directors for further action.

### **B1.3 Confidentiality**

**B1.3.1** At no time during the investigation or hearing of charges against a member shall the Ethics Committee or its members discuss the alleged violation with any other person(s) except the complaining party, or the Accused, counsel for the Accused, or other parties whose input may have a direct bearing on the Ethics Committee's investigation. The identity of all parties involved and all information or evidence obtained during an investigation or hearing shall be deemed strictly confidential. At no time during an investigation or hearing of charges shall the Ethics Committee or any of its members confer with any party to the action or others who may be privy to the action except when it may be necessary to call a party as a witness to the facts in the present case, in which case that party shall be used only for the purpose of testifying to the facts, and shall be notified of the strict confidentiality of the action and relevant facts. At no time prior to, during, or after the proceedings under the provisions of **Investigations and Hearings** shall the Ethics Committee issue any public statement concerning the allegations, findings, or punishment by the Ethics Committee related to a violation of the Code, unless specifically authorized to do so by the Board of Directors.

**B1.3.2** Upon request by the Ethics Committee or any of its members, all documents relating to an alleged violation shall be delivered to the Ethics Committee. Any such information obtained by the Ethics Committee shall be held in strict confidence in accordance with the provisions of **Investigations and Hearings**. Whenever the Ethics Committee terminates an action that has been brought pursuant to the provisions of **Investigation and Hearings**, the record of the Accused pertaining to the action shall be expunged and all evidence (documents, memoranda, or other written material, film, etc.) shall be destroyed or returned to the parties furnishing same, as may be deemed appropriate by the Ethics Committee.

### **B1.4 Decision**

**B1.4.1** A decision on the action shall be made by a majority vote of the Ethics Committee by secret ballot. Punishment shall be set as prescribed hereinafter. Upon reaching a decision, the chairman of the Ethics Committee shall prepare a brief statement of facts as the Ethics Committee found them, the decision of the Ethics Committee, the basis for the finding, and the punishment set. The chairman shall submit the same to the Board of Directors. The chairman of the Ethics Committee shall notify the Accused in writing by certified letter of the Ethics Committee's decision.

**B1.5 Setting of Punishment**-The Ethics Committee, by a majority vote of its members, shall set the punishment for the actions of an Accused who is found to be in violation of the **Code of Ethics** as follows:

**B1.5.1** Recommend to the Board of Directors that the Accused found to be in violation of the Code be removed from membership under the provisions of Bylaws **Article 2.3**.

**B1.5.2** Recommend to the Board of Directors that a consent order be entered into by the Accused, consenting to the following actions:

**B1.5.2.1** The Accused is censured for conduct which is contrary to the Code of Ethics or the **Member's Pledge**, and

**B1.5.2.2** The Accused is required to pay a fine, established by the Board of Directors, in an amount not to exceed twenty five thousand dollars (\$25,000), the costs incurred by NSSA in the course of investigations, and costs incurred by NSSA for repair of deficient shelters, and/or

**B1.5.2.3** The Accused is placed in a **Probationary Membership Status** which may require the member to:

**B1.5.2.3.1** make financial restitution to an offended party.

**B1.5.2.3.2** complete a prescribed course in business ethics and furnish the Board of Directors proof of satisfactory completion.

**B1.5.2.3.3** cease and desist in the manufacture, construction, installation, or marketing of safe room products until such the member's **Probationary Membership Status** is terminated by the Board of Directors.

**B1.5.2.3.4** consent to other appropriate penalties as determined by the Ethics Committee.

## **B1.6 Appeal**

**B1.6.1** Any "accused" who receives an adverse ruling or decision by the Ethics Committee may appeal the same to the Board of Directors. In order to perfect the appeal, a written notice of the intention to appeal must be filed with the Ethics Committee and the President within ten (10) days from the date of receipt by the Accused of the Ethics Committee's decision. The notice must state the specific grounds for the appeal.

**B1.6.2** The Board of Directors shall take up the matter at its next scheduled business meeting and shall decide whether or not to hear the appeal of the Accused, or whether or not the action should be dismissed. The decision shall be made by a majority vote of the Board of Directors.

**B1.6.3** All appeals shall be by way of written argument and the presentation of any and all transcripts or exhibits and documentary evidence. Oral testimony and witnesses shall not be heard by the Board of Directors. The Board of Directors' decision shall be based on the records presented to it and the written arguments of the parties thereto. The decision shall be made by a majority vote of the Board of Directors. The Accused shall be notified of the Board of Directors' decision by certified letter.

**B1.7 Imposing of Punishment** - The Board of Directors shall decide by majority vote whether or not to impose the punishment(s) set by the Ethics Committee. The Board of Directors shall vote on each specific punishment set by the Ethics Committee in the order which it is presented by the Ethics Committee. The Board of Directors may, by two-thirds (2/3) majority vote, modify specific punishment(s) set by the Ethics Committee. A two-thirds (2/3) majority vote of the

Board of Directors is also required to terminate the membership of an Accused. The Board of Directors shall notify the Accused of the Board of Directors' decision by certified letter.



## Addendum C to the Bylaws

# National Storm Shelter Association SEAL TYPES

07\_2016

### RESIDENTIAL SAFE ROOM

Actual size  
measures  
3" x 1 1/2"

Residential Safe Room  
NSSA PRODUCER MEMBER NAME

certifies that the design, manufacture, and installation of this Safe Room comply with the ICC-500 Standard, the FEMA 361 Guidelines, and with the Certificate of Installation for Safe Rooms (DWS-250 mph) Tornado

 Serial Number SR\_\_\_\_\_

### OWNER INSTALLED RESIDENTIAL SAFE ROOM

Actual size  
measures  
3" x 1 1/2"

Owner Installed Residential Safe Room  
NSSA PRODUCER MEMBER NAME

certifies that the design, manufacture, and installation instructions of this Safe Room comply with the ICC-500 Standard, the FEMA 361 Guidelines, and the installation instructions have been supplied to the owner (DWS-250 mph) Tornado

 Serial Number SR\_\_\_\_\_

### SITE BUILT RESIDENTIAL SAFE ROOM

Actual size  
measures  
3" x 1 1/2"

Site Built Residential Safe Room  
NSSA PRODUCER MEMBER NAME

certifies that the design, construction, and installation of this Safe Room comply with the ICC-500 Standard, the FEMA 320 Guidelines, and with the Certificate of Installation for Safe Rooms (DWS-250 mph) Tornado

 Serial Number SR\_\_\_\_\_

# Community/Commercial Safe Room Seals

**Warning to Producers!** Do not place a Community/Commercial seal on the outside of a safe room intended for private commercial use.

## RELOCATABLE COMMUNITY/COMMERCIAL SAFE ROOM

Actual size  
measures  
3” x 1 ½



## Community/Commercial Safe Room Seal Options

### Process for Ordering Community Commercial Seals

1. Must define the occupancy rating for the safe rooms seals uses, there are two ranges

#### **Occupant load <51**

**certifies that the design, manufacture, and installation of this Safe Room comply with the ICC-500 Standard, the FEMA 361 Guidelines, and with the Certificate of Installation for Safe Rooms**

**Exceptions:** Safe rooms being used to protect occupants of elementary schools, secondary schools, day care facilities with an occupant load >16, and facilities in Risk Category IV (as defined in Table 1604.5 of the IBC) must have peer review.

#### **Occupant load >50 and Exceptions above**

**certifies that the design and construction of this Safe Room comply with the ICC-500 Standard and FEMA 361 Guidelines for Safe Rooms. The design has been peer reviewed and complies with local Jurisdictional Requirements.**

2. Select a material
  - Metal- restricts you to three colors of ink and only NSSA logo will be used
  - Plastic- Can pick colors and we can use logos for company name.
3. Select a size (modifications can be made for larger site built safe rooms >100 occupants)
4. Select one of the configurations below.


## Example Seal Configurations and Sizes

Actual size measures

3" x 1 1/2"

Community/Commercial Safe Room  
NSSA Producer Member Name

certifies that the design, manufacture, and installation of this Safe Room comply with the ICC-500 Standard, the FEMA 361 Guidelines, and with the Certificate of Installation for Safe Rooms  
(DWS-250 mph) Tornado Safe Room

 Serial Number SR \_\_\_\_\_

Actual size measures

5' x 5"

**NSSA Producer Member Name**

**Community/Commercial**

**certifies that the design and construction of this Safe Room comply with the ICC-500 Standard and FEMA 361 Guidelines for Safe Rooms. The design has been peer reviewed and complies with local Jurisdictional Requirements.**

**TORNADO SAFE ROOM**

**Design Wind Speed – 250 MPH**

**Serial # \_\_\_\_\_**



Actual size measures  
5" x 7"

PRODUCER MEMBER  
LOGO  
HERE

## NSSA Producer Member Name

Community/Commercial

**certifies that the design and construction of this Safe Room comply with the ICC-500 Standard and FEMA 361 Guidelines for Safe Rooms. The design has been peer reviewed and complies with local jurisdictional requirements.**



## Tornado Safe Room

Design Wind Speed  
250 mph

Serial # \_\_\_\_\_

