

**BYLAWS  
OF  
NEVADA SELF STORAGE ASSOCIATION, INC.**

**ARTICLE 1  
NAME AND LOCATION OF OFFICES**

**Section 1.1 Name.** The name of this association shall be: “NEVADA SELF STORAGE ASSOCIATION, INC.” which shall be referred to herein as the “Association”, and which may be known commonly by its acronym, “NVSSA.”

**Section 1.2 Locations of Offices.** The business office and general headquarters of the Association shall be maintained at such place and under such conditions as the Board of Directors may determine, unless specific provisions therefore have been made by the Members of the Association in an Annual Meeting; provided however, that such offices shall at all times be maintained within the State of Nevada. The Association may have and maintain such other offices, either within or without the State of Nevada, as the Board of Directors may deem necessary or desirable from time to time. The Association may also maintain a post office box to ensure continuity for the mailing address of the Association.

**Section 1.3 Registered Agent.** The Association shall have, and continuously maintain, a registered office and a registered agent within the State of Nevada, as required by Section 82.193 of the Nevada Revised Statutes; the office of which, unless changed by action of the Board of Directors from time to time, shall be coincident with the business office address of the Association.

**ARTICLE 2  
OBJECTS**

**Section 2.1 Objective of the Association.** In keeping with the highest standards of service to the public and with the purpose that each of its Members may earn a deserved success through his/her efforts within this trade, the objective of the Association shall be:

(a) To improve business conditions, promote higher business standards, and to enhance the quality of the self storage industry in the State of Nevada; and

(b) To carry on important activities in the common interest of all its Members; to cultivate acquaintance, fellowship, goodwill and a professional spirit among them; to facilitate the exchange of their ideas and methods; to recognize and honor their exceptional service and achievements; and

(c) As it may affect their interest, to further the efficiency of management; to promote an understanding and growth of markets and trends; to aid in the maintenance of fair competition; to advise in the enactment of just, equitable and

constructive legislation; to assist in programs for the training of all Member and their employees; to gather, organize, keep on file and diffuse useful information; to facilitate researching all functions of the self storage business, and to acquire and maintain a library of pertinent material thereto; to conduct trade shows, educational exhibits, and national and regional meetings for all Members; and

(d) Through the proper operation of the Association and the integration of the creative forces and its command, to act or co-act with others in the improvement of and leadership in the economic, legislative, social and civil issues affecting the self storage industry in Nevada, and to advance the welfare of all who are engaged in the industry; and

(e) Through the leadership and collective talents within the Association, to establish and promote a standard of conduct within the self storage industry in Nevada; and

(f) Propagate and promote a Code of Ethics by which the Self Storage Industry can measure itself and conduct affairs; and

(g) Do such other additional things as shall further the foregoing purposes.

### **ARTICLE 3 MEMBERSHIP**

**Section 3.1 Classes of Membership.** The Association shall have the following classes of Members: Owner/Operator Members and Associate Members. Questions of interpretation of the eligibility criteria of any applicant for or within any class of membership shall be determined by the Board of Directors, whose decision shall be final. No person (as hereinafter defined) shall be eligible for more than one membership in the Association, regardless of the number of self storage facilities owned, operated or served by such person. An applicant for membership shall be installed at the highest level of membership for which the applicant qualifies.

**Section 3.1.1 Owner/Operator Membership.** Any person that owns, either directly or indirectly, a bona-fide interest in a self storage facility within the State of Nevada, whether such ownership is corporate, partnership, proprietorship, or otherwise, and which is thereby engaged in the business of self storage, shall be eligible for Owner/Operator membership in the Association. Anything to the contrary contained herein notwithstanding, Owner/Operator membership in the Association shall be limited to natural persons only. Each Owner/Operator Member shall be responsible for providing the Association with a current list of all facilities so owned and/or operated from time to time by that Member.

**Section 3.1.2. Associate Members.** Any person or firm that does not qualify for membership in the Association as an Owner/Operator Member but who is in a business

which directly serves the self storage industry may be an “Associate Member”. For record keeping purposes, the Board of Directors may create sub-classifications for Associate Membership, however, such sub-classifications shall in no way modify the rights or standing of the Associate Members.

**Section 3.2 Application for Membership.** Application for membership shall be made to the Association in writing in the form and manner specified by the Association. Such application shall signify the class of membership sought by the applicant as well as the applicant’s agreement to comply with the Association’s Bylaws and other applicable rules and regulations approved by the Board of Directors. Such application shall be accompanied by payment of membership dues in an amount set by the Board of Directors for the class of membership sought pursuant to these Bylaws. Applications for membership shall be considered by the President or his/her staff and examined and accepted or rejected in the manner prescribed by the Board of Directors. Applicants for membership shall be promptly notified of the action or decision on their application.

**Section 3.2.1 Subscription to Code of Ethics.** By applying for membership in the Association, each Member agrees to abide by and to enforce the Code of Ethics propounded by the Board of Directors, as it may be changed from time to time.

### **Section 3.3 Member Rights.**

**Section 3.3.1 Voting.** All Members shall have the rights afforded Members under the Association’s Articles of Incorporation (the “Articles of Incorporation”), these Bylaws, and the Nevada Revised Statutes 82.006 *et seq.* (the “Act”), and may hereinafter sometimes be referred to as “Voting Members.”

**Section 3.3.2 Dissolution.** In the event of dissolution of the Association, Voting Members of record at the time a statement of intent to dissolve evidencing the Association’s election to dissolve is filed with the Nevada Secretary of State or, if no such election is made, at the time a judgment or final order dissolving the Association is entered, shall have the distributive rights afforded members under the Act pertaining to dissolution.

**Section 3.3.3 Holding Office.** Subject to the limitations imposed herein under Article 5 and 6, both Owner/Operator Members and Associate Members may serve on the Board of Directors and hold positions as Officers of the Association, to the extent set forth in the definitions of those rolls in these Bylaws.

**Section 3.3.4 Trade Shows.** At the sole discretion of the Board of Directors, no person or firm conducted for profit shall be eligible to participate in, rent, use or otherwise obtain exhibit or display space or facilities at any convention, meeting, or trade show of the Association unless such person or firm is a Member of the Association or the National Self Storage Association in good standing. The Association may adopt and enforce rules and regulations, not inconsistent with these Bylaws, regarding all aspects of

such conventions; meetings or trade shows, including specifying the persons who may attend.

**Section 3.4 Bylaws to Govern.** All Members of the Association shall, in their relations to and with the Association, be governed by the provisions of these Bylaws as adopted or as amended, to the extent that these Bylaws shall be deemed a contract which shall be binding upon each Member so long as such person or firm remains a Member; except however, a Member's obligation to pay dues or other charges which accrued prior to the time of that Member's termination of membership, any cost or fees due from a Member with respects to legal expenses as provided herein, and the restriction on the use of the Association's name, indicia (as hereafter defined), products and materials shall survive the termination of a membership.

### **Section 3.5 Changes in Membership Status.**

**Section 3.5.1 Transfer of Membership.** No membership in the Association may be assigned or transferred to any other person or firm, except however, the Board of Directors may, at its sole discretion, grant approval in writing for an assignment or transfer of a membership.

**Section 3.5.2 Good Standing.** No person or firm acquires any of the rights and privileges of membership in the Association by virtue of applying for or being accepted to membership in the Association if such person or firm is in fact ineligible for membership at the time of application. Similarly, an eligible person or firm who is admitted to membership in the Association, but who subsequently becomes ineligible, whether by (a) change in business operations, (b) non-payment of dues or other charges for 60 days after such dues or other charges became due and payable, (c) violation of these Bylaws, or (d) by virtue of conduct which is determined, upon a hearing on the matter under which a two-thirds majority of the Board of Directors so affirmatively votes, to be detrimental to the welfare of charter of the Association, shall cease to enjoy the right and privileges of membership including, by way of example, the right to vote; enjoy benefits obtained through the Association; serve on the Board of Directors or as an officer of the Association; participate in the activities of the Association; and use the name, indicia, products or materials of the Association.

**Section 3.5.3 Restoration of Good Standing.** A Member whose membership rights have been suspended may restore its membership rights. If the suspension of rights was due to the non-payment of monies due from the Member to the Association, membership rights may be restored by payment within 120 days of the due date of the earliest amount so due to the Association. A Member suspended for any other reason, upon written application to the Board of Directors, may only be restored to membership rights in the Association upon such terms and conditions, as the Board of Directors shall determine.

**Section 3.5.4 Expulsion of Member.** A Member, whose membership rights have been suspended and not restored in accordance with the foregoing Section, is

expelled from the Association. An expelled Member, upon written application to the Board of Directors, may only be readmitted to membership in the Association upon payment of such reinstatement fee as may be established by the Board of Directors and upon such other terms and conditions, if any, as the Board of Directors shall determine upon a two-thirds majority vote of the Members of the Board of Directors.

#### **ARTICLE 4 MEETING OF MEMBERS AND VOTING**

**Section 4.1 Annual Meeting.** An Annual Meeting of Members of the Association shall be held on the date and at the time determined by the Board of Directors or the Executive Committee.

**Section 4.2 Special Meetings.** Special Meetings of the Members of the Association may be called at any time by the President, or the Board of Directors and shall be held at the date and time determined by the Board of Directors or Executive Committee. Special Meetings may be called by not less than twenty (20%) percent of the Members in good standing, provided such Members file a written demand with the Secretary over their own names and the signatures of their Representatives, specifying the date of the Special Meeting, which shall not be less than one month nor more than two months from the date such written demand is delivered to the Secretary. If the Secretary fails to give notice of the Special Meeting of Members within five (5) days of receiving such a demand, any Voting Member signing the written demand may give notice of the meeting. Special Meetings called by Members of the Association shall be held in the state and country in which the Association is headquartered.

**Section 4.3 Place of Meeting.** The Board of Directors shall designate the place of meeting for regular or special meetings of the Members, which place shall be within the State of Nevada.

**Section 4.4 Notice of Meeting.** Written notice of each meeting of Members shall be given to each Member. Such written notice shall state the place, date, and hour of the meeting and, unless it is an Annual Meeting, shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Notice of Special Meetings of Members shall also state the purpose or purposes for which the meeting is called, and no other business other than that specified in the notice may be transacted at the Special Meeting. Such written notice shall be given personally, by fax, by email or by mail. If the notice is given, it shall be given not less than fifteen (15) nor more than thirty (30) days before the date of the meeting. If mailed, such notice is deemed given when deposited in the United States Mail, with first class prepaid postage, directed to the Member at its address as it appears on the record of the Member, or to such address for notices as the Member may have filed with the Secretary of the Association in writing. If a meeting of the Members has been adjourned to another time or place, no notice need be given of the adjourned meeting if the time and place of the meeting are announced at the meeting at which the adjournment is taken; except, however, if the adjournment is for

more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at such meeting in the manner described above.

**Section 4.5 Waiver of Notice.** The notice of meeting need not be given to any Member who submits a waiver of notice signed by such Member or their Representative, whether before or after the Meeting. The attendance of any Member at a meeting whether by such Member or by proxy, if permitted by the Board of Directors, without protesting the lack of notice of such meeting prior to the conclusion of the meeting, shall constitute a waiver of notice by such Member.

**Section 4.6 Record Date.** The record date for determining Members entitled to notice of any meeting of Members, or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining Members entitled to receive any distribution or the allotment of any rights, or for any other action by the Members shall be the closest first day of a calendar month that is not less than fifteen (15) business days before the date of the first notice of such meeting.

**Section 4.7 Quorum.** Twenty percent (20%) of the Members entitled to vote shall constitute a quorum for the transaction of business by the Voting Members except as otherwise provided by the Articles of Incorporation or these Bylaws. A majority of the Voting Members present in person or by proxy at any meeting of Members, whether or not a quorum, may adjourn the meeting to another time and place. At least twenty percent (20%) of the Members entitled to vote must have responded to constitute a quorum on votes taken by mail.

**Section 4.8 Voting by Members.** Each Member shall be entitled to one vote for each matter submitted to a vote of the Members, provided that Members who are not in good standing or who are suspended or expelled shall not have the privilege of the floor nor be entitled to vote on any matter. Each Owner/Operator Member shall have only one vote regardless of the number of facilities operated by and/or registered on behalf of that Member. Voting Members may be represented by proxy. Each Voting Member must vote and act through its Representative.

**Section 4.8.2 Voting by Mail.** Upon the majority vote of the Board of Directors, any matter which may be submitted to a vote of the Members may be submitted by mail. The ballot shall set forth the matter to be decided and shall provide a date for return of the ballots in order to be counted that is not less than thirty (30) days from the date of mailing. Voting for elections of Directors may be conducted by mail.

**Section 4.8.3 Proxies.** Any Members entitled to vote may do so by proxy. Proxies must be executed in writing by the Member entitled to vote or by its Representative, designating fully the Member's authorized attorney-in-fact. A Member may revoke a proxy previously given at any time by written notice thereof to the Secretary of the Association. Proxies shall expire, if not sooner terminated by the Member per their terms, except that no proxy may be valid after six (6) months from the date of its execution.

**Section 4.8.4 Official Representative of Voting Member.** Any firm which is now, or hereafter becomes, a Member of the Association shall designate, in the membership application or by subsequent written notice delivered to the Association's President, one individual as its official Representative ("Representative") for its relation and affairs with the Association. Such individual must be an owner, officer, or employee of the Voting Member. Any Member may, at its election, also designate an Alternate Representative, with similar qualifications, to serve in the stead of the Member's regular Representative when necessary. Such Representative shall have the right to exercise the voting rights of the Voting Member at meetings of the Association or otherwise. The Representative (or Alternate) so designated may be replaced at the discretion of the voting Member by duly authorized written notice to the President designating the name and address of the Voting Member's new Representative (or Alternate). However, a Voting Member may not replace its Representative at any time when such Representative is serving as a Director or Officer of the Association. If an elected Director or Officer ceases to be a Representative of a Voting Member in good standing, such person's office or seat on the Board of Directors shall be deemed vacant, as if that person resigned.

## **ARTICLE 5 BOARD OF DIRECTORS**

**Section 5.1 Governing Body.** The governing body of the Association shall be the Board of Directors which shall manage the business, affairs and property of the Association, including, by way of example: the power to set dues and other assessments, establish policy; interpret and apply, and where necessary, hear and adjudicate, the terms of these Bylaws and matters to be decided; oversee the use of the Association funds; and exercise all other control necessary to the proper operation of the Association. The Board may delegate to the Officers such duties and responsibilities not otherwise provided for by these Bylaws.

### **Section 5.2 Directors.**

**Section 5.2.1 Number of Directors.** The membership of the Board of Directors shall be comprised of nine (9) members, plus certain Ex-Officio members of the Board of Directors, the total number of Directors being set from time to time by the Board of Directors upon the two-thirds vote of the Members of the Board. The Members, at any meeting, and upon a two-thirds vote of those Members entitled to vote at such meeting, may change the number of Directors.

**Section 5.2.2 Ex Officio Directors.** The following persons shall be Ex-Officio Members of the Board of Directors with voting rights: the President; the Vice-President, if any, (and if there be more than one Vice-President, then the Vice-President so designated by the Board of Directors); the Secretary; and the Treasurer. If any Ex Officio Director ceases to hold their underlying officership, that person shall automatically cease to be an Ex-Officio Director.

**Section 5.2.3 Qualifications of Directors.** Directors shall be selected from among the Representatives of Members in good standing, each of which being not less than 21 years of age. Not more than one-third (1/3) of the Directors may be selected from among the Representatives of Associate Members. An otherwise qualified, seated Director may serve out his/her term, and will not be disqualified due to a change in the membership classification of that Member during their term in office.

**Section 5.2.4 Compensation of Directors.** Directors shall serve without compensation for their services as Directors. Subject to the express limitations and prohibitions herein respecting the relations between Directors and the Association, nothing herein shall be deemed to prevent a Director from being engaged by the Association in other capacities and from receiving compensation therefor, provided such secondary relationship has been approved by the Board of Directors and is authorized under the Association's operating budget. By resolution of the Board, reimbursement for actual and reasonable expense of attendance, if any may be allowed for attendance at each regular or Special Meeting of the Board.

**Section 5.3 Term of Office.** Subject to the provisions of these Bylaws on vacancies, elected Members of the Board of Directors shall serve a term of three (3) years. To the extent practicable, Directors' terms shall be staggered such that 1/3 of their term shall expire annually. Directors shall serve until their successors are elected and qualified. Members may serve no more than two (2) consecutive terms as Directors.

#### **Section 5.4 Selection and Removal of Directors.**

**Section 5.4.1 Selection of Directors.** Nominations for election of Directors may be submitted in writing to the Board of Directors by any Member in good standing by mail, email, fax or in person at any regular meeting of the Members at which the Board of Directors has announced that nominations will be accepted. A number of eligible persons equal to or greater than the number of elected Directors whose term will have expired at the time of such Annual Meeting of the Members will accept nominations. The nominations shall each be approved or rejected by the Board of Directors.

**Section 5.4.2 Election of Directors.** Written ballots shall be mailed by first class mail, postage prepaid, or distributed via verifiable electronic mail, to each Member entitled to vote that is in good standing upon the Record date. Voting Members shall then have twenty-one (21) days within which to return the completed ballot to such address as the Board may designate for that purpose. Ballots not received by 4:00 pm on the date set by the Board as the deadline for the return of ballots will not be counted. Cumulative voting shall not be allowed. Each Member may cast one vote for each candidate for each vacant seat being filled. In the event that the terms to be served for each of the vacancies being filled differ, the candidate receiving the highest number of votes will be deemed elected to fill the vacancy with the longest remaining term; the candidate receiving the next highest number of total votes will be deemed elected to fill the vacancy having the next longest remaining term; etc.



**Section 5.4.3 Record Date.** The record date for determining Members entitled to receive a ballot shall be the closest first day of a calendar month and that is not less than fifteen (15) business days before the date the ballots are mailed. The address to which the ballot will be sent is the last address of which the Secretary of the Association has written notice as of the Record Date.

**Section 5.4.4 Removal of a Director.** Any Director can be removed from office automatically, or for good cause. Automatic removal shall occur when a Director's membership (or the membership of the firm for which the Director is a representative) has lost good standing, and the cause of the loss of good standing has not been cured within thirty (30) days of the time the loss of good standing became effective. Removal for cause can be instituted either by (a) the majority vote of the Members entitled to vote, or (b) by a two-thirds majority vote of the remaining Directors. For purposes of this section, good cause may include, by way of example: two (2) unexcused absences from Board meeting within any calendar year, whether any absence is excused or not being a decision of the Board of Directors; any conduct which in the opinion of the Board of Directors, upon a hearing on the matter under which a two-thirds majority of the Board of Directors so affirmatively votes, is found to be detrimental to the welfare of the character of the Association.

**Section 5.4.5 Vacancies.** Vacancies in the Board of Directors shall be deemed to occur whenever (a) a seated Director resigns; (b) the Board of Directors votes to increase the number of total Directors; or (c) a Director is removed from office. In the event vacancies come about as a result of an increase in the total number of Directors, the positions shall be filled in the manner prescribed above for the elections of Directors. All other vacancies may be filled by either election in the manner prescribed above or by appointment by the Board of Directors. Directors elected or appointed to fill vacancies created through the resignation or removal of a seated Director, shall serve for the balance of the un-expired term of the replaced Director.

**Section 5.5 Regular Meetings.** The Board of Directors shall hold a minimum of four regular meetings in each calendar year, either in person or via teleconference. The Board may hold such other meetings, as it deems necessary. The time and place for holding Regular Meetings of the Board shall be fixed by the Board of Directors within the State of Nevada.

**Section 5.6 Special Meetings.** The President, the Executive Committee or any three (3) Directors may call a special meeting of the Board, fixing the time and place for such meeting, and setting forth the purpose for which the special meeting has been called.

**Section 5.7 Notices.** Annual and Regular Meetings of the Board of Directors and meetings of the Executive Committee may be held without notice if the time and place of such meetings are fixed by the Board of Directors or by the Executive Committee, respectively. Any required notice of a meeting of the Board shall specify the place, date, and hour of the meeting. The notice need not state the purpose of the meeting if for a regular or annual meeting. Written notice of a Board Meeting shall be given personally,

by fax, by email or by mail. If the notice is given, it shall be given not less than ten (10) nor more than thirty (30) days before the date of the meeting. Such written notice, if sent by first class mail shall be deemed received when mailed if, not less than fifteen (15) days before the meeting, it is deposited in the United States mail, with first class prepaid postage, directed to the Director at its address as it appears on the record of the Director, or to such address for notices as the Director may have filed with the Secretary of the Association in writing. Written or oral notice of the Executive Committee meeting shall be given personally, by fax, by email or by mail and received by the Committee Member not less than forty-eight (48) hours before the meeting. Such written notice, if sent by first class mail, shall be deemed received when mailed if, not less than seven (7) days before the meeting, it is deposited in the United States Mail with prepaid first class postage, addressed as provided for in written notice of Board meetings.

**Section 5.8 Waiver of Notice.** Notice of meeting need not be given to any Director who submits a signed waiver of notice, whether before or after the meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. No meeting of the Board shall be deemed to be invalid by virtue of being held later than the time originally set for such meeting.

### **Section 5.9 Action by the Board of Directors.**

**Section 5.9.1 Quorum.** A majority of the Members of the Board of Directors shall constitute a quorum for the transaction of business. A Director may not be represented at any meeting by proxy. A majority of the Directors present at any meeting of the Board, whether or not a quorum, may adjourn the meeting to another time and place.

**Section 5.9.2 Electronic Participation.** Any one or more Members of the Board or any committee of the Board may participate in a meeting by means of a teleconference, video-teleconference, or similar type of communications method allowing all persons participating in the meeting to hear each other at the same time. Participating by such means shall constitute attendance in person at the meeting.

**Section 5.9.3 Action Without Meeting.** Any action required or permitted to be taken by the Board of Directors or by any committee of the Board may be taken without a meeting if all Members of the Board or the committee consent in writing, by email, or by fax to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the Members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

## **Section 5.10 Committees.**

**Section 5.10.1 Executive Committee.** The Association shall have an Executive Committee, which shall consist of the President; a designated the Vice-President; the Secretary and the Treasurer. The vote to elect or appoint such Officers shall be deemed to be an appointment to the Executive Committee as well. At all times when the Board of Directors is not in session, the Executive Committee shall have and exercise the authority of the Board of Directors in the management and control of the business and affairs of the Association. The Executive Committee's action shall be subject to alteration or revision by the Board of Directors, provided that no rights or acts of third parties shall be affected by any such revision or alteration. The Executive Committee shall keep minutes of its actions and meetings and shall submit a copy of its minutes to all Members of the Board of Directors within thirty (30) days of such action or meetings. The Executive Committee will be the only committee empowered with the authority of the Board. The Executive Committee shall not have authority as to any of the following; (a) The submission to Members of any action requiring an act of the Members; (b) The filling of vacancies on the Board of Directors or any other committee; (c) Adoption, amendment or repeal of Bylaws; (d) Fixing the compensation of Directors; and (e) The amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repealable.

**Section 5.10.2 Advisory Commissions.** The President may, from time to time, appoint such Advisory Commissions and other committees as he/she deems appropriate, consisting of Officers, Directors, Owner/Operator Members and/or Associate Members, to advise the Board of Directors, but such advisory commissions shall not exercise any powers of the Board. The initial Advisory Commissions shall consist of: Education, Membership, Legislative, Executive, and Events.

**Section 5.10.3 Organization of Committees.** The majority of the Members of any Committee, including the Executive Committee, shall constitute a quorum for the transaction of business, unless otherwise provided by these Bylaws or by the Board of Directors. A majority of the Members of any Committee present at any meeting of that Committee, whether or not a quorum, may adjourn the meeting to another time and place. Each Committee may select a chairperson and such other officers as it deems necessary or desirable to affect its charge. In the event of a vacancy in any Committee, that Committee shall so notify the President, who shall appoint replacement Members.

## **ARTICLE 6 OFFICERS**

**Section 6.1 Officers.** The officers of the Association shall be a President (who shall also be the Chairman of the Board of Directors), the Immediate Past President, a Vice-President (who shall also be the Vice-Chairman of the Board of Directors), a Secretary, and a Treasurer. No two or more offices may be held by the same person, except the offices of Secretary and Treasurer, if so decided by the Board of Directors. The Board may create such additional offices, as it deems necessary and desirable for the proper

operation of the Association, including one or more additional Vice-Chairmen, additional Vice-Presidents, and Assistant Secretaries and Treasurers. Each shall serve for a term of two (2) years, and until the commencement of the term of their successor. Election or appointment of an Officer does not unto itself create any contractual rights between the Officer and the Association. Unless set by the Board of Directors to the contrary, each Officer's position may be part-time.

**Section 6.1.1 Executive Director.** The Board of Directors may create the office of Executive Director, paying compensation therefore in such amount as the Board determines. The individual hired to fill the office of Executive Director need not be a Member of the Association, and shall bear such qualifications for the job as the Board may determine to be necessary and desirable. The board may enter into an employment contract for the purpose under such terms as the Board determines. At the inception of the Association and at any later time or times determined by the Board, the Association shall not have an Executive Director.

**Section 6.1.2 Chairman and President.** The President, in his/her capacity as an Ex-Officio Member of the Board of Directors shall also perform the functions of the Chairman of the Board of Directors as set forth below. Accordingly, the office of Chairman shall be deemed to commence and end coincident with the start and end of the term of President. At such times as the Board of Directors appoints an Executive Director, then no President shall be appointed, and the Board shall thereupon appoint or elect one of its Directors to serve in the capacity of Chairman; except, however, if at that time there is an existing President/Chairman, the current President's term will be deemed ended, and that person shall continue to perform the office of the Chairman only. Conversely, at such time as a seated Executive Director resigns or is removed from office, the then Chairman shall thereupon assume the additional office of President, the term of which office running concurrently with the remaining term for the office of Chairman.

**Section 6.2 Compensation of Officers.** Officers shall serve without compensation for their service as Officers provided that the Board of Directors may authorize the full-time employment of any officer in any other capacity and pay reasonable compensation for those services. Subject to the express limitations and prohibitions herein respecting the relations between the Officers and the Association, nothing herein shall be deemed to prevent an Officer from being engaged by the Association in other capacities and from receiving compensation therefore, provided such secondary relationship had been approved by the Board of Directors and is authorized under the Association's operating budget.

### **Section 6.3 Selection and Removal of Officers.**

**Section 6.3.1 Nomination.** Any Director may nominate any voting Member of the Association in good standing, including one who is already serving as an Officer or Director, for election to the unfilled, authorized offices; except however, nominees for the Office of President must be selected from among the elected Directors. Such

nominations must be in writing, signed by the nominating Director, and delivered to the President at least thirty (30) days before the Annual Meeting of the Board at which Officers are to be elected.

**Section 6.3.2 Election of Officers.** In its Annual Meeting, the Board of Directors shall elect from among the persons nominated pursuant hereto, all of the Officers whose terms are expiring. If at such meeting the Board is unable to elect any Officers from among such nominees, any Director may orally nominate another qualified person for election to the unfilled offices. Officers shall be elected to serve until the next Annual Meeting of the Board of Directors and until their successors are elected and qualified. Newly elected Officers shall be deemed to be qualified and take office at the end of the meeting of the Board of Directors at which they are elected.

**Section 6.3.3 Removal of an Officer.** Any Officer may be removed with or without cause by the Board of Directors. If an Officer removed by the Board of Directors served under a contract of employment, such removal shall be without prejudice as to the rights of the removed Officer under that contract.

**Section 6.3.4 Vacancies.** In the event that a vacancy occurs in any office during an Officer's term, the Board of Directors shall elect or appoint a replacement to serve the unexpired term of such Officer.

## **Section 6.4 Duties of the Officers.**

**Section 6.4.1 Chairman.** The Chairman, Chairwoman or Chairperson (referred to herein as "Chairman") shall serve as Chairman of the Board of Directors for his/her term. If at any Board meeting the Chairman (and Vice-Chairman) shall be absent, the Directors present, if a quorum, shall choose a temporary Chairman by nominations and ballot who shall preside for the balance of the meeting. It shall be the job of the Chairman to preside at all meetings of the Board of Directors and all meetings of the Members. The Chairman shall appoint all committees not otherwise provided for in these Bylaws; shall act as an ex-officio voting Member of all committees; and shall enforce the Bylaws and other rules and regulations of the Association. At each Annual Meeting of Members, the Chairman shall make a report of the Association's proceedings since the last Annual Meeting of Members.

**Section 6.4.2 Immediate Past President.** For a period of One (1) year following the expiration of his/her term the Immediate Past President shall be deemed an Officer and full voting Member of the Board of Directors. This office will not be filled in any year that a President has not been succeeded in office by another person.

**Section 6.4.3 President or Executive Director.** The President (or the Executive Director when and if one is appointed) shall be the Chief Executive Officer and General Manager of the Association, and shall comply with the directives and policies established by the Board of Directors. Except in such matters as the Board of Directors may have specially delegated, the President or Executive Director shall have the authority to

approve for payment all legitimate expenditures that have been incurred for the Association, signing checks and drafts therefore submitted by the Treasurer, and shall sign for and bind the Association, with the co-signature of the Secretary or of any other officer so authorized by the Board of Directors, on contracts, conveyances or other instruments that have been authorized by the Board of Directors.

**Section 6.4.4 Secretary.** The Secretary shall keep at the principal office of the Association or such other places as the Board may order, (1) a record of the names and addresses of all Members and of all Members entitled to vote; and (2) a book of minutes of all meetings of Members, of the Board and the Executive Committee, specifying: (a) the time, place, and type of meeting; (b) how any special meetings were authorized; (c) what notice was given; (d) the names of those present at Board and Executive Committee meetings; (e) the number of Voting Members present or represented at meetings of Members; and (f) the proceedings of the meetings. The Secretary shall keep the original or a copy of the Association's Articles of Incorporation and Bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of Members and of the Board and Executive Committee required by these Bylaws, shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

**Section 6.4.5 Treasurer.** The Treasurer shall keep and maintain adequate and correct accounts of the properties and business transactions of the Association, and shall send to the Members of the Association such financial statements and reports as are required to be sent to them by law or by these Bylaws. The books of accounts shall at all times be open to inspection by any Member at the Association's headquarters, or at such other place designated by the Board of Directors. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board, giving receipts therefore. The Treasurer shall keep and maintain such documentation as shall be needed to maintain fidelity bonds, if any, and banking resolutions. The Treasurer, with the assistance of the Executive Committee or such other committee to which the Board may have delegated such responsibility, will prepare a recommended annual budget for the Association, and shall submit such budget to the Board not less than thirty (30) days prior to beginning of the Association's fiscal year. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, submitting checks and drafts therefore to the President or Director for signature. The Treasurer shall render to the Chairman/ President and Directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors. Following the inception of a new Treasurer's term, the immediate past Treasurer shall be and remain a non-voting Member of the Board of Directors and shall make him/herself available to attend meetings of the Board or of its committees for a period of four (4) months.

**Section 6.5 Fidelity Bonds.** The Association shall secure and maintain, at the expense of the Association, a fidelity bond covering all persons having authority to write checks or transfer funds of the Association.

## **ARTICLE 7 LIMITATIONS OF LIABILITY**

**Section 7.1 Limitation of Liability.** There shall be no liability to the Association or to its Members for damages or otherwise, for actions taken or for alleged inactions by a Director or Officer in the good faith performance of their office.

**Section 7.1.1 Indemnification.** Without limiting any other right or benefit to which Director, former Director, Officer or former Officer of the Association may be entitled under these Bylaws or at the law, the Association shall immediately indemnify its Directors and Officers to the fullest extent permitted by law, and shall hold them free and harmless from and against all liability, claim, charge, settlement, cost or expense of any kind arising by virtue of them or any of them having served in such office at any time.

**Section 7.1.2 Insurance for Indemnification.** The Association shall have the power to purchase and maintain adequate insurance to indemnify the Association for any obligation which it incurs as a result of the indemnification of Directors and Officers under these Bylaws or the law, and to indemnify the Association's Directors and Officers.

**Section 7.1.3 Prohibited Transactions.** The Association may not lend money or use credit to assist any Director, Officer, employee or Member. Any Director or Officer who assents to or participates in the making of such loan shall be liable to the Association for the full amount of the loan until it has been repaid.

**Section 7.1.4 Exceptions to Limitations of Liability.** No such limitation of liability, indemnification to hold harmless shall stand for acts or omissions undertaken by a Director or Officer that; (a) are in bad faith; (b) are in violation of the law; (c) constitute willful or wanton negligence, malfeasance or nonfeasance; (d) result in a personal and improper benefit to the Director at the expense of the Association or its Members; (e) have liability imposed upon the perpetrator or as a matter of law; or (f) are adjudged by a court of competent jurisdiction, finally, to be the liability of the perpetrator.

**Section 7.1.5 Members' Indemnification.** In connection with the use of forms or other materials produced or made available to the Members by the Association, the Members, and each of them, shall hold the Association, its Directors and Officers and each of them, free and harmless from all liability, cost, charges, expenses, suits, claims, including court cost and attorney fees, arising by virtue of a Member's use of such forms and materials, and this indemnification shall obtain for the duration of each Member's membership and shall survive thereafter for a period of ten (10) years.

**Section 7.2 Insurance.** The Association shall purchase policies of insurance providing the following coverages in the reasonable and judicious amounts; public liability insurance and non-owner automobile liability coverage, Directors' and Officers' liability insurance. By a two-thirds majority vote, the Board of Directors may elect not to

purchase any of the foregoing. The Board shall re-evaluate the need for all such coverages not less frequently than annually.

**Section 7.3 Disclosures of Financial Relations.** All Members of the Board of Directors who individually are, or are Representatives of or otherwise affiliated with any firm that in the past two years has been, or is reasonably expected to be in the future, a supplier or contractor providing services to the Association, or an exhibitor at a trade show sponsored by the Association, shall abstain from voting as a Director or Member of any committee with regards to all matters pertaining to such service or to the allocation of pricing or exhibit space at any trade show sponsored by the Association, as appropriate. Each Director shall regularly disclose in writing to the Board of Directors all financial dealings had by that Director with the Association, including monies paid by the Association to that Director and monies paid by the Director to the Association. Nothing in this section shall be deemed to require disclosure of reimbursement of expenses paid to Director as authorized by these Bylaws, nor dues, assessments, or other amounts paid by a Director to the Association for the purchase of Association materials. Further, all Members of the Board of Directors shall vote, or abstain from voting, and conduct their participation in the discussion regarding any matters of Association business in a manner that will avoid any actual or apparent conflict of interest. Nothing herein shall serve to prohibit any Officer or Director from offering services to the Association for compensation, provided such services are offered in good faith and with an adequate demonstration and disclosure of the appropriateness and equity of such transaction and of compliance with these Bylaws. These limitations upon Directors and/or Officers shall be deemed to extend to the families and business associates of the Directors and/or Officers.

## **ARTICLE 8 AMENDMENTS**

**Section 8.1 Amendments of Bylaws.** The power to alter, amend or repeal the articles of incorporation or bylaws and adopt new articles or bylaws may be exercised by the Board or the members; any such action shall require a majority vote of the Board or a majority vote of the members. Notwithstanding the foregoing, if one-third (1/3) of the directors request that a proposed amendment be submitted to a vote of the members, then such amendment shall require the approval of a majority vote of the members. Notice of any alteration, amendment or repeal of the articles or bylaws, or of the adoption of new articles or bylaws, shall require ten (10) days prior notice.

**Section 8.2 Amendment of Bylaws by the Members.** These Bylaws may be amended or repealed by a two-thirds majority approval of all the Members of the Association, at any meeting, provided that the Members shall have no less than thirty (30) days prior notice of the meeting and of the intention thereat to amend or repeal the Bylaws.



## **ARTICLE 9 DUES AND CHARGES**

**Section 9.1 Annual Dues.** The Board of Directors shall have the authority to impose dues and other fees and assessments on the Association's Members, including by way of example, application fees, reinstatement fees, late charges and Association product prices. The amount and frequency of such dues and assessments may vary among the classes of Members and among Members within a class depending on the number of businesses such Member operates.

**Section 9.1 Changes in Dues.** Should the Board of Directors decide to change the amount of dues or other assessments imposed on any class of Member, such change shall become effective at the beginning of the next fiscal year of the Association, provided, however, that in all events, the Board shall have notified the Voting Members, in writing, of such change at least sixty (60) days before the change is to be effective. If during such period, the Association receives written objections to such change from ten percent (10%) of its Voting Members in good standing, such change shall not take effect unless and until it has been submitted to and approved by a majority of the Voting Members.

**Section 9.3 Payment.** Dues shall be due and paid in full, annually by all Members at the start of the Association's fiscal year. All sums due from a Member to the Association shall be due within thirty (30) days of invoicing therefore by the Association. All new Members shall pay one (1) year's dues upon joining the Association, regardless of the date upon which such Member joins, and that Member's dues for the second year of membership shall be prorated accordingly; except however, where such proration would constitute 1/12th (1 month's) or less of one (1) year's dues, then upon joining, such Member shall pay one (1) year's dues plus the second year's prorated amount. The Board of Directors may, upon application by any Member, allow payment of any dues or other amounts owing from such Member over time and upon such terms as the Board may determine.

## **ARTICLE 10 IDENTITY**

**Section 10.1 Seal and Logotype.** The Board of Directors shall cause a corporate seal to be made for the Association and shall cause a logotype to be designed embodying the name of the Association, which logotype is to be Federally registered so as to secure copyright protection over it.

**Section 10.2 Other Indicia.** The Board of Directors may cause such other or additional marks and indicia of the Association to be created from time to time, as the Board deems necessary or desirable for use by the Association and its Members. All such other marks and indicia shall thereafter be Federally registered so as to secure copyright protection over them.

**Section 10.3 Rights to Use Name and to Display Logotype.** Each Member in good standing shall have the right, in advertising, or display within such Member's facilities on such plaque or other form as the Board may approve, and on cards and letterheads to display the logotype of the Association and indicate that such person or firm is a Member of the Association. The Board may approve other applications for the logotype from time to time. Nothing in this section shall serve to prevent the Board of Directors from charging Members for copies of reproducible artwork. In the case of self storage facilities that are owned by one person or firm, and managed by another, the actual operator of the facility must be a Member of the Association in order for the name and logotype of the Association to be used in connection with the operation of the self storage facility.

**Section 10.4 Unlawful Use of Logotype.** No Member may display the name, logotype or other indicia of the Association on any forms or publications in a manner that would suggest that such form is an official form of the Association. Similarly, the name, logotype and other indicia of the Association may only be used in connection with the operation of a self storage facility that has been identified to the Association, and for which dues have been paid by reference thereto. Any Member who has resigned or been expelled from the Association shall immediately cease and desist from using the name or logotype of the Association in any form, and shall in no manner represent him/her/itself as a Member. When the name, logotype or other indicia appears in advertising, the former Member shall diligently see that such are removed from such advertising at the next available publication of that advertising medium.

## **ARTICLE 11 OPERATIONS**

**Section 11.1 Expenses of Directors and Officers.** The Board of Directors may reimburse Directors for out-of-pocket expenses incurred by them in the course of their duties, including reasonable travel expenses incurred while undertaking Association business.

**Section 11.2 Books, Records, and Reports.** The Officers and Directors shall keep and maintain accurate and complete books and records of the accounts, affairs, proceedings and minutes of the Association, maintaining them at the Association's headquarters, or at such other place designated by the Board of Directors. All books, documents, and reports by Members and employees of the Association shall be the property of the Association. Annually, the Board shall determine whether an auditor shall be engaged by the Association and shall examine the reports and accounts of the Secretary and Treasurer and shall submit a written report to the Board of Directors of the results of such examination, giving effect to such determination as appropriate. All records of the Association shall be available at any reasonable time to any Member, their accountant, attorney or representative.

**Section 11.3 Annual Report of Directors.** At each Annual Meeting of the membership, the Chairman/ President shall present, on behalf of the Board, a report, verified by the

President and by the Treasurer, or by a majority of Directors, or certified by an independent certified public accountant selected by the Board showing in appropriate detail the following: (a) The assets and liabilities, including any trust funds, of the Association as of the twelve (12) month fiscal period terminating not more than six (6) months prior to such meeting; (b) The principal changes in the Association's assets and liabilities, including trust funds, during such fiscal period; (c) The revenue and receipts of the Association, both unrestricted and those restricted to particular purposes during such fiscal period; (d) The expenses and disbursements of the Association, for both general and restricted purposes, during such fiscal period; and (e) The number of Voting Members of the Associations of the date of the report, together with a statement of increases or decreases in such number during such fiscal period, and a statement of the place where the names and addresses of the current Voting Members are maintained. Such report shall be filed with the records of the Association, and a copy or abstract of the report shall be appended to or entered in the minutes of the Annual Meeting of the Members.

**Section 11.4 Fiscal Year.** The fiscal year-end of the Association shall be December 31, or such other period as the Board may adopt.

**Section 11.5 Parliamentary Procedure.** The proceedings of all meetings of Members of the Association, its Board of Directors, the Executive Committee and all other Advisory Commissions of the Association, shall be governed by Roberts' Rules of Order, except as otherwise provided by the Board of Directors, these Bylaws or the law. Any such body may adopt rules by which to conduct its affairs, provided such rules do not violate these Bylaws or any applicable law.

#### **Section 11.6 Administration.**

**Section 11.6.1 Contracts.** The Association may enter into such contracts or execute such instruments as are necessary or desirable for the proper effectuation of its purpose, whether on an ongoing basis or upon specific occasions, to which end it shall cause the appropriate Officers to act on its behalf and bind the Association thereon.

**Section 11.6.2 Banking.** All funds of the Association shall be maintained in accounts established on behalf of the Association in Federally insured depositories. All expenditures of money, whether by check, draft, order or note, and all evidence of indebtedness of the Association shall be signed by the Treasurer of the Association and countersigned by the President. The Board may elect to empower other officers to so act on behalf of the Association.

**Section 11.6.3 Gifts.** The Association, by its Board, may accept bequests, gifts, contributions or other devises made to the Association, whether they are given under some reservation of purpose or not.

#### **Section 11.7 Association Products.**

**Section 11.7.1 Specimen NVSSA Forms.** From time to time, the Board may propound specimen forms for use in the operation of self storage facilities, which may be Federally registered so as to secure copyright protection. Such forms are and remain the sole property of the Association, but for which a limited license for use exclusively within Nevada may be granted by the Association solely to Owner/Operator Members in good standing, and without cost. Use of such forms by non-Members, former Members, and Members not then in good standing is prohibited.

**Section 11.7.2 Official NVSSA Materials.** From time to time the Board may make reproducible artwork representations of the Association's logotype available, and propound forms, manuals, plaques, books and other publications or products for use in the operation of self storage facilities, which may be federally registered so as to secure copyright protection, and which materials are and remain the sole property of the Association but for which a limited license for use exclusively in Nevada and solely by Members in good standing, may be offered for sale. The price for such material shall be set from time to time by the Board. The Board may limit use and distribution of such materials to some but not other classes of Members, and may provide all or any portion of such material free to Members, in quantities, at times and to classes of Members to be determined by the Board. Use of such forms by non-Members, former Members, and Members not then in good standing is prohibited.

**Section 11.7.3 Enforcement Provision.** The Association has the right to enforce applications by the Members of the Association's Code of Ethics, and any prohibition in these Bylaws against wrongful use of the Association's Name, logotype, specimen forms, official materials, products and artwork, violations of the Association's copyrights, including the reproduction by any means, reprinting or misusing of copyrighted Association forms and materials, seeking relief therefrom and damages, including by way of example and not limitations: (a) Written demand to any person or firm, whether or not a Member, seeking cessation of wrongful use of materials and compliance with the terms of these Bylaws and/or of the Association's Code of Ethics; (b) Injunctive relief to cause such cessation of compliance; (c) Damages in any amount, but not less than \$ 5,000.00; (d) Recovery of all cost and expenses incurred in the course of such enforcement, including court cost and attorney fees; and/or (e) Interest on any damages due the Association from time such amount are agreed to or for which a judgment has been granted at the rate of 1½% per month, compounded annually.

DATED: As of the 5<sup>th</sup> day of December, 2012.

BY SECRETARY: \_\_\_\_\_  
TRAVIS MORROW