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## INDUSTRY PARTNER PROGRAM TERMS AND CONDITIONS

The Institute of Real Estate Management ("IREM® ") is a worldwide association of more than 20,000 members engaged in the field of property management, who have met stringent requirements in the areas of education, experience, and commitment to a code of ethics. It is the only professional association committed to serving all property types, including commercial, retail, and residential. IREM® awards four nationally recognized designations to qualified individuals and organizations.

- CERTIFIED PROPERTY MANAGER® (CPM®)
- ACCREDITED MANAGEMENT ORGANIZATION® (AMO®)
- ACCREDITED RESIDENTIAL MANAGER® (ARM®)
- ACCREDITED COMMERCIAL MANAGER (ACoM)

### ***Industry Partner Program Description***

The Industry Partners program enables vendors to increase their exposure to real estate managers who are members of IREM® Greater Denver. IREM® Greater Denver encourages its members to look to the Industry Partners to provide a valuable resource of licensed, insured, and reputable vendors whose credentials have been reviewed by the local Chapter, and who have been recommended by an IREM® member.

The Industry Partner program provides recommended vendors the opportunity to acquire leads and consistent exposure to over 300 local IREM® members throughout the Denver Metro, Northern Colorado, Western Slope, and Eastern Plains areas through a variety of educational programs and networking events scheduled throughout the year. IREM® members manage commercial buildings, medical buildings, incubator buildings, multi-family properties, retail, industrial, HOAs, Community Associations, etc.

Industry Partners of the IREM® Greater Denver Chapter are invited to register and attend various networking events, which allow them exclusivity when interfacing with busy property management professionals. These events are reserved exclusively for the vendors participating in the Industry Partner Program. Vendors contemplating inclusion into the Industry Partner Program, may preview the program by attending an event only when accompanied by an IREM member. The number of prospects permitted at an event will be limited to no more than three.

Industry Partners have a dedicated profile page on the [iremdenver.org](http://iremdenver.org) website and are linked in weekly email blasts, allowing IREM® members to learn more about their service and to easily contact a representative.

# Industry Partner Program Guidelines

## Ownership:

The IREM® Greater Denver Chapter Industry Partner program is not a National program, but solely and exclusively under the direction and administration of Greater Denver Chapter. All rules, regulations, privileges and penalties, costs, fees, changes, modifications, administration and such are under the sole direction and discretion of Greater Denver Chapter.

## Business Categories:

IREM® Chapter 17's Industry Partner program permits three Industry Partners per Business Category. By limiting participation to three Industry Partners per category, each Industry Partner has the opportunity for a more focused networking program. Additionally, most property managers are typically required to get three bids from vendors, and this program offers sufficient quality options so members can meet the bid requirement while remaining within the program. Approved Industry Partner categories are as follows:

Architect	Facility Maintenance	IT Products and Support	Security Services
Attorney	Financial Services	Janitorial Services	Signage
Concrete/Asphalt	Fire Protection	Landscaping-Exterior	Tenant Screening
Communications	Flooring	IT Products and Support	Tree Services
Contractor Services/Capital Improvements	Furniture Sales/Rental	Painting/Wall Covering	Uniform Services
Electrical	Graphic/Web/Video Design	Parking Lot Operations/Sweeping	Window Cleaning
Elevator/Escalator	HVAC	Plantscaping-Interior	Window Sales/Repair
Emergency Restoration	Interior Design	Plumbing Services & Supplies	Waste Removal/Recycling
Engineering		Roofing	

Industry Partner applicants may petition the Industry Partner Committee to have categories added.

## Category Selection:

### Single Category Industry Partners

#### \$2000 per contract year

Industry Partners will choose one category that best represents their core business. The IREM® Greater Denver website, meeting sponsorship introductions, and promotional materials related to Industry Partners will be limited to content related to the selected category. All Industry Partners must be in the program one year as a "single category" Industry Partner before they can upgrade to a Multiple Category Industry Partner. Single Category Industry Partners who have multiple competencies are encouraged to communicate those multiple competencies outside the program parameters..

### Multiple Category Industry Partners ("IP Diversified")

#### \$2000 per contract year for the first category and \$500 per year for each additional category

Industry Partners with multiple competencies may upgrade their status to IP Diversified after one full year in the Industry Partner program as a "Single Category" Industry Partner. After one year, Industry Partners may purchase the right to be listed in additional categories at a rate of \$500 per category, providing the category has one of the three spaces available. If the category is not available, the Industry Partner may be placed on the wait list, and will have an opportunity to purchase the category space when they reach the top of the wait list. Service Providers that are part of the IP Diversified program may discuss or highlight any category they have purchased.

## IREM Code of Ethics:

All Industry Partners subscribe to the IREM® Code of Ethics automatically, once accepted into the IREM Greater Denver Industry Partner program. Any Industry Partner may attend the Code of Ethics course when hosted and facilitated by the Greater Denver Chapter, at no cost. Pre-registration is required. If an Industry Partner is found to be operating outside the IREM® Code of Ethics, their participation in the Industry Partner Program may be terminated immediately, with no expectation of refund.

## Documentation:

Only the finest and most reputable professionals are invited to participate in the Industry Partners program. To be considered, prospective applicants must provide applicable documentation, including, but not limited to, registration with the State of Colorado, proof of requisite business and industry licenses, evidence of general liability and workman's compensation insurance, as well as a recommendation from at least one IREM member.

**Initial Approval:**

Online Application, relevant documentation, Industry Partner Fee, and member recommendation is required to consider the application complete. Once a complete application is received, the Industry Partner application can be approved by the Executive Director, providing the category is approved and open. Closed or new categories, or documentation not supporting the category being requested, will be presented to the Industry Partner Program for review prior to approval or denial.

**Renewal:**

The program is based on a contract year, allowing each partner, regardless of their start date, a full year of benefits. With the following exclusion: any vendor seeking inclusion in October will be given a renewal date of October 1<sup>st</sup> of the next year; any vendor seeking inclusion in November or December will be given a renewal date of January 1<sup>st</sup> of the next year. Renewal is not automatic. The Industry Partner will be notified 60 days prior to the contract expiration and may be given the opportunity to renew based on member satisfaction. If the Industry Partner does not renew by the contract renewal date, the position within the business category will be available first to any provider on the wait list, or to another prospect.

IP Diversified participants must renew all categories simultaneously. Categories added after the original category renewal date, will be prorated during the first year based on the original renewal date. The first category will renew at the \$2000 rate, while subsequent categories will renew at the \$500 rate.

**Participation Requirement for Waitlisted Categories:**

When a category reaches three service providers, the category is closed, and a wait list is started. For Industry Partners within a closed category, it is required that the Industry Partner participate in a minimum of two events per contract year to maintain their position in the Industry Partner Program. Industry Partners will be alerted when their category is closed, and reminded of the two event requirement. If the Industry Partner fails to participate, they will be notified that their space is being offered to a waitlisted service provider.

**Member Satisfaction\*:**

IREM<sup>®</sup> member satisfaction is critical to maintain the integrity of the program. An IREM<sup>®</sup> member may submit a formal grievance with the Industry Partner Committee if the product or service received by the Industry Partner, as of the Industry Partner contract date, is found to violate the IREM<sup>®</sup> Code of Ethics.. An initial grievance will result in the Industry Partner being placed on probation. The submission of a second grievance will result in the removal of the Industry Partner from the program without refund or restitution for any benefits not yet received. Any Industry Partner who has been tried in court of law and found guilty of illegal business practices will be removed from the program immediately, without the benefit of probation.

**Disputes:**

IREM<sup>®</sup> Greater Denver does not act as a mediator or counsel for disputes involving members, or other industry professionals, and their service providers. IREM<sup>®</sup> Greater Denver has no stake and takes no position in such matters. The decision to do business with any service provider, Industry Partner or otherwise, is the sole responsibility of the IREM<sup>®</sup> Greater Denver member or property management industry professional. Acceptance into the Greater Denver Industry Partner Program is not an endorsement of fees or services on behalf of the IREM<sup>®</sup> Greater Denver Chapter, in support of any particular service provider. Inclusion in the IREM<sup>®</sup> Greater Denver Chapter Industry Partner is based on objective criteria, including the recommendation of one IREM<sup>®</sup> member. This peer recommendation in no way serves as a replacement for the individual's responsibility to properly vet a vendor prior to contracting .

**Industry Partner Program Qualifications and Benefits**

**Submission Requirements:** *All participating businesses must operate in accordance with local, state, and federal laws, with federal law superseding state and local laws when legislative inconsistencies exist.*

- Requisite business and industry licenses
- General liability and workman's compensation insurance, if applicable
- Recommendation of at least one IREM<sup>®</sup> member
- Better Business Bureau rating in good standing or no unresolved complaints.
- Industry Partner Application
- Business logo in high resolution jpg format\*\*
- \$2,000 fee, per contract year for a single category

## Benefits:

- Attendance at each member luncheon at the member rate on a first come, first served basis. Registration is online and every industry partner will have an opportunity to access the online registration and register **ONE** representative at the member rate. Only **ONE** Industry Partner representative may attend the luncheon events.\*\*\*
- Attendance at any additional events.
- Company name and/or logo on luncheon table signs for registered Industry Partners.
- Access to online Members Only page containing Membership Directory.
- Ability to market to members via print, telephone, email or in-person meetings. Emails sent to the IREM® membership must include an "opt out" option.
- Publishing of company contact information and description on the website profile ([www.iremdenver.org](http://www.iremdenver.org)) with a link to partner website. The web page is a living document, and additional recommendations and updated text can be added anytime to refresh and update the page.
- Link to company on email blasts
- Receipt of Chapter mailings and electronic postings
- Use of IREM® Industry Partner logo in conjunction with Industry Partner Program.
- Invitation to participate as a volunteer on specified IREM Chapter Volunteer Committees.
- Opportunities to sponsor additional events throughout the year.

\* The IREM® Greater Denver Industry Partner Program does not act as a mediator or offer counsel for disputes between members and vendors, whether Industry Partners or not.

\*\* Industry Partner is responsible for providing the required artwork and logos.

\*\*\* Industry Partners who reserve space at the meeting, and do not attend, will receive one "NO SHOW" warning. If the Industry Partner fails to show a second time, the benefit of meeting attendance will be revoked without refund.

Read the following acknowledgements carefully:

- I understand that only complete applications are considered, and a delay in sending supplemental documents will delay application approval.
- I understand that if approved, I may use the IREM® Industry Partner Logo and may market my company as an IREM® Industry Partner, but I may not represent myself as an IREM® Member.
- I understand that Industry Partners are required to offer competitive, quality, and ethical services.
- I understand that as an Industry Partner, the company and its representatives must adhere to the IREM® Code of Professional Ethics. (See last page.)
- I understand that a member may file a written complaint with reference to an Industry Partner that fails to provide competitive, quality or ethical services while participating in the Industry Partner program.
- I understand that any Industry Partner receiving two written complaints regarding failure to provide competitive, quality, or ethical services will be removed from the program with no expectation of refund.
- I understand that involvement in the IREM® Industry Partner Program grants my company exposure and networking opportunities with property managers. I further understand that IREM® does not guarantee new business based on those opportunities.
- I understand that a limited amount of spaces are available at each member event for Industry Partners, and those spaces are on a "first come" basis to those Industry Partners who are first to register online.
- I understand that if I register to attend a member meeting, taking one of the limited IP opportunities, and do not show up, that the benefit to attend member meetings may be revoked.
- I understand that only one representative from my company may attend a member meeting.
- I understand that Industry Partner contracts are based on a contract year. I will be invoiced 60 days prior to my renewal and renewal payment is required on or before the contract renewal date to secure my company's position in the program.
- I understand that if my category closes, my company will be required to participate in a minimum of two events per contract year to maintain the position in the Industry Partner Program.
- I understand that if my renewal fee is not submitted by the renewal date, my company's position in the Industry Partner Program may be cancelled and given to a vendor on the wait list.

Applications must be submitted online. Submittal of the application does not constitute acceptance into the program. Only complete applications are reviewed for approval. Applicants will be notified in writing regarding the application approval within 30 days of submittal.

**Industry Partner Program Policy & Disclaimer**

*An "Industry Partner" is not a member of the Institute of Real Estate Management. Only CPM® members (Certified Property Manager®), AMO® (Accredited Management Organization®), ARM® members (Accredited Residential Manager®), CPM® Candidates, Associate Members, ACoM members (Accredited Commercial Manager) may be members. By signing the Industry Partner application, I agree that I shall not hold myself out to be a member of IREM nor shall I use or permit the use of the CPM® or AMO® designations, ARM® certification, or other indicia of membership in, or affiliation with, IREM. I understand that, if approved as an Industry Partner, I may use the name Institute of Real Estate Management and/or its acronym "IREM" only in conjunction with the words "Industry Partner of" for the sole and limited purpose of indicating that I am an "Industry Partner of IREM."*

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2/8/19

# INSTITUTE OF REAL ESTATE MANAGEMENT CODE OF PROFESSIONAL ETHICS

## **Introduction**

The purpose of this Code of Professional Ethics is to establish and maintain public confidence in the honesty, integrity, professionalism, and ability of the professional real estate manager. The Institute of Real Estate Management and its Members intend that this Code and performance pursuant to its provisions will be beneficial to the general public and will contribute to the continued development of a mutually beneficial relationship among Certified Property Manager Members, CPM® Candidates, Accredited Residential Manager Members, Accredited Commercial Manager Members, Associate Members, and other Members, national and international professional real estate associations and organizations, and clients, employers, and the public.

The Institute of Real Estate Management, as the professional society of real estate management, seeks to work closely with all other segments of the real estate industry to protect and enhance the interests of the public. To this end, Members of the Institute have adopted and, as a condition of membership, subscribe to this Code of Professional Ethics.

## **IREM® Member Pledge**

I pledge myself to the advancement of professional real estate management through the mutual efforts of Members of the Institute of Real Estate Management and by any other proper means available to me.

I pledge myself to maintain the highest moral and ethical standards consistent with the objectives and higher purpose of the Institute.

I pledge myself to seek and maintain an equitable, honorable and cooperative association with fellow Members of the Institute and with all others who may become a part of my business and professional life. I recognize and support the need to preserve and encourage fair and equitable practices and competition among all who are engaged in the profession of real estate management.

I pledge myself to place honesty, integrity, and industriousness above all else and to pursue my gainful efforts with diligent study and ongoing education so that my services shall be beneficial to the general public and my obligations to my clients shall always be maintained at the highest possible level.

I pledge myself to comply with the principles and declarations of the Institute of Real Estate Management as set forth in its Bylaws, Statement of Policies, and this Code of Professional Ethics.

## **Article 1. Loyalty to Clients, Firms, and/or Employer**

A CERTIFIED PROPERTY MANAGER®, CPM® Candidate, ACCREDITED RESIDENTIAL MANAGER®, ACCREDITED COMMERCIAL MANAGER®, or Associate Member (hereinafter referred to as MEMBER) shall at all times exercise loyalty to the interests of the client and the employer or firm with whom the MEMBER is affiliated. A MEMBER shall be diligent in the maintenance and protection of the interests and property of the employer and of the client. A MEMBER shall not engage in the any activity that could be reasonably construed as contrary to the interests of the client or employer. If an activity would result in a conflict between the interests of the firm or employer and the interests of the client, then the interests of the client shall take precedence.

## **Article 2. Confidentiality**

A MEMBER shall not disclose to a third party any confidential or proprietary information which would be injurious or damaging to a client concerning the client's business or personal affairs without the client's prior written consent, unless such disclosure is required or compelled by applicable laws and regulations.

## **Article 3. Accounting and Reporting**

Pursuant to the terms of the management agreement, a MEMBER shall use reasonable efforts to provide accurate, auditable financial and business records and documentation concerning each asset managed for the client. A MEMBER shall be available for inspection at all reasonable times by the client. A MEMBER shall furnish to the client, at mutually agreed upon intervals, regular reports concerning the client's assets under management. A MEMBER shall not exaggerate, misrepresent, or conceal material facts concerning the client's assets or any related transaction.

## **Article 4. Protection of Funds**

A MEMBER shall at all times serve as a fiduciary for the client and shall not commingle personal or company funds with the funds of a client or use one client's funds for the benefit of another client, but shall keep the client's funds in a fiduciary account in an insured financial institution or as otherwise directed in writing by the client. A MEMBER shall at all times exert due diligence for the maintenance and protection of the client's funds against all reasonably foreseeable contingencies and losses.

## **Article 5. Relations with Other Members of the Profession**

A MEMBER shall not make, authorize or otherwise encourage any false or misleading comments concerning the practices of Members of the Institute of Real Estate Management. A MEMBER shall truthfully represent material facts in their professional activities. A MEMBER shall not exaggerate or misrepresent the services offered as compared with the services offered by other real estate managers. Nothing in this Code, however, shall restrict legal and reasonable business competition by and among real estate managers.

## **Article 6. Contracts**

Any written contract between a MEMBER and a client shall be in clear and understandable terms, and shall set forth the specific terms agreed upon between the parties, including a general description of the services to be provided by and the responsibilities of the MEMBER.

## **Article 7. Conflict of Interest**

A MEMBER shall not represent personal or business interests divergent from or conflicting with those of the client or employer and shall not accept, directly or indirectly, any rebate, fee, commission, discount, or other benefit, monetary or otherwise, which could reasonably be seen as a conflict with the interests of the client, employer or firm, unless the client or employer is first notified in writing of the activity or potential conflict of interest, and consents in writing to such representation.

## **Article 8. Managing the Assets of the Client**

A MEMBER shall exercise due diligence in the maintenance and management of the client's assets and shall make all reasonable efforts to protect it against all reasonably foreseeable contingencies and losses.

## **Article 9. Duty to Former Client and Former Firms or Employers**

All obligations and duties of a MEMBER to clients, firms, and employers as specified in this Code shall also apply to relationships with former clients and former firms and employers. A MEMBER shall act in a professional manner when, for whatever reason, relationships are terminated between a MEMBER and a client and firm or employer. Nothing in this section, however, shall be construed to cause a MEMBER to breach obligations and duties to current clients and firm or employer.

## **Article 10. Compliance with Laws and Regulations**

A MEMBER shall at all times conduct business and personal activities with knowledge of and in compliance with all applicable laws and regulations.

## **Article 11. Equal Opportunity**

A MEMBER shall not deny equal employment opportunity or equal professional services to any person for reasons of race, color, religion, sex, familial status, national origin, age, sexual orientation, gender identity, or handicap and shall comply with all applicable laws and regulations regarding equal opportunity.

## **Article 12. Duty to Tenants and Others**

Each MEMBER shall competently manage the property of the client with due regard for the rights, responsibilities, and benefits of the tenants or residents and others lawfully on the property. A MEMBER shall not engage in any conduct that is in conscious disregard for the safety and health of those persons lawfully on the premises of the client's property.

## **Article 13. Duty to Report Violations**

Each MEMBER has a responsibility to provide the Institute of Real Estate Management with any significant factual information that reasonably suggests that another MEMBER may have violated this Code of Professional Ethics. Such information must be presented as outlined in the Institute of Real Estate Management's Bylaws and Statement of Policies.

## **Article 14. Enforcement**

The interpretation of compliance with this Code is the responsibility of the Ethics and Discipline Committee of the Institute of Real Estate Management. Any violation by a MEMBER of the obligations of this Code and any disciplinary action for violation of any portion of this Code shall be determined and carried out in accordance with and pursuant to the terms of the Bylaws and Statement of Policies of the Institute of Real Estate Management. The result of such disciplinary action shall be final and binding upon the affected MEMBER and without recourse to the Institute, its officers, Governing Councilors, Members, employees, or agents.

Effective January 1, 2015

SUBSCRIBED TO BY: \_\_\_\_\_

DATE: \_\_\_\_\_

