

The Arizona Association of Bed and Breakfast Inns

New Membership Information and Application

Dear Innkeepers,

Thank you for your interest in joining the members of the Arizona Association of Bed & Breakfast Inns. Your membership is significant because every new inn that becomes a part of AABBI strengthens our collective voice and influence in Arizona's tourism industry.

Applying for membership couldn't be easier and the benefits are significant (and growing all the time). Membership dues are a flat \$295 annually for any bed and breakfast or inn, regardless of size. This amount also includes full membership in the Arizona Hotel and Lodging Association—AABBI's partner organization in hospitality and tourism. There is an additional \$75.00 non-refundable application fee that goes toward the costs of your initial inspection.

Carefully read the *AABBI Standards* as they identify our mission as an association and our requirements. If you have any questions concerning the standards, please call the AABBI President or the Membership Chair (see *Contact*) from the "About AABBI" page of our website. While AABBI's standards are set intentionally high, we realize that every property is different and may have physical, geographical or seasonal limitations. Other than for regulatory, health and safety standards, AABBI may be able to give special consideration or accommodation on a case-by-case basis. Please call if you have concerns about not meeting one or more of our stated standards.

Send your completed application packet along with your non-refundable \$75 inspection fee. AABBI will accept a personal or business check and we also accept payment by Visa, MasterCard, American Express and Discover. An AABBI inspector will contact you within 30 days after your completed application has been accepted. He or she will work with you to arrange an inspection date that is the mutually convenient. The AABBI Board of Directors will then make a decision based upon the results of the inspection. If accepted for membership, a statement will be mailed to you informing you of the balance due for your year's membership (pro-rated to the end of the calendar year). Once dues are paid, your inn's information will be posted to the website, a membership certificate will be mailed, and the President will e-mail a welcome notice to all active members. You will also, then, receive a welcome packet from the Arizona Hotel and Lodging Association.

Please mail your packet to the following:

Arizona Association of Bed & Breakfast Inns
Vera French, Membership Director
989 West Center Street
Chino Valley, AZ 86323

For any questions you may have, please call Vera French at (928) 636-7727.

Sincerely,

Vera French
AABBI Membership Director

Enclosures:

Introductory Letter

Values of Membership

AABBI Membership Standards

AABBI Bylaws

Membership Application

Member Inspection Form

VALUES OF MEMBERSHIP

Your AABBI membership carries with it many valuable benefits, ranging from increased visibility through broader marketing, to direct money savings within programs negotiated between AABBI and product or service providers.

Some particularly useful membership benefits include:

Arizona Hotel and Lodging Association Membership

- All AABBI member inns are simultaneous members of the Arizona Hotel and Lodging Association (AzHLA).
- Members are promoted with links and information via both AzHLA's industry and public travel websites.
- AABBI member inns benefit from AzHLA's support with legislative interests important to travel and hospitality.
- Members have access to a variety of group discount plans and packages for a variety of programs, memberships and services.
- AzHLA also provides AABBI inns with travel research statistics, industry news and information and invitations to industry educational, networking and social events throughout the year.
- An AABBI member innkeeper is elected each year to represent the bed and breakfast industry on AzHLA's Board of Directors, providing us a meaningful voice along side that of large hotels, motels and resorts.

Marketing

- AABBI maintains its own proprietary website (www.arizona-bed-breakfast.com). Each year we invest a significant portion of our dues income into evolving and upgrading our site to provide new features, functions and visibility that attract visitors to AABBI's community of fine B&Bs.
- AABBI strategically manages its site using a professional company specializing in internet search engine optimization and placement. This means that AABBI's website is found at or near the top of the list for those searching the internet for bed and breakfast accommodations in Arizona.
- AABBI contracts with other providers to display member information on travel accommodation sites worldwide.
- To gain visibility for our website and organization, AABBI annually distributes nearly 20,000 of its full color promotional rack cards to approximately 100 visitor centers, tourist attractions, chambers of commerce and other sites around Arizona.
- AABBI takes opportunities to advertise in various local, state or national publications and actively promotes B&B travel in Arizona in coordination with print, radio and television media.

Referrals

- AABBI members first recommend member inns to our guests traveling to other communities in Arizona.
- Through our partnership with AzHLA, member hotels, motels and resorts also refer their guests to AABBI member inns.

Money Savings

- AABBI members receive very special pricing when using First National Merchant Services for their credit card processing. AABBI and FNMS have negotiated very low processing rates in addition to other benefits associated with taking credit card payments-including an interest-bearing account that currently yields 5% in the first year.
- Through our partnership with the Arizona Hotel and Lodging Association, AABBI members have access to a variety of discount plans for products, memberships and services. See AzHLA's membership section of www.AzHLA.com for current details on offerings.
- AABBI members receive a \$25.00 discount on Professional Association of Innkeeper International membership dues. Many of our members find that their PAII membership complements their AABBI membership in meaningful ways.
- AABBI members receive a substantial discount when registering for the annual Conference and Trade Show. This discount has, in past years, amounted to as much as \$70 per attendee.
- AABBI members receive \$50 cash from the association for each and every new member inn that joins because of your referral. There is no limit to this incentive.

Networking

- Members support each other. As an inspected and approved member, you only have to pick up the phone or send an e-mail to get assistance and seasoned feedback from your peers. We are a close-knit group and see each other as colleagues, not as competitors.
- Networking opportunities increase significantly through our partnership with the Arizona Hotel and Lodging Association. Your AABBI membership can connect you with the hotel and lodging industry leadership, Arizona legislative leadership and individuals and organizations in your local community who advocate for tourism and hospitality.

Inspection program

- We are proud of our inspection standards and work hard to ensure that the inspection process is as convenient and hassle free for the innkeeper as possible. AABBI's thorough standards ensure that we offer the best possible accommodations to travelers. A guest may trust that every AABBI member inn will be clean, safe and comfortable. As a member of the Professional Association of Innkeepers International (PAII), AABBI Standards are filed and regularly updated with this national association.

Annual Conference and Trade Show

- AABBI assembles a Conference and Trade Show that's not to be missed. The AABBI CTS, as it's known, annually brings innkeepers together from around Arizona for two-and-a-half days of not only great networking among peers but informative educational programs, cooking demonstrations, special guest presenters, and other useful sessions and events aimed at helping you become a better innkeeper and a stronger business-person.
- AABBI's Associate Members (companies and individuals that offer products or services to bed and breakfasts inns) attend the CTS as well and offer tremendous opportunities to innkeepers who may be researching resources to improve their business.
- AABBI members receive a substantial discount for CTS registration. In past years, this has amounted to as much as \$70 per attendee.
- As part of each year's CTS, AABBI arranges inn tours that allow members to see other member inns located in the area where the meeting is held. It is a unique opportunity to get a personalized tour of a fellow AABBI-member inn that may be difficult to otherwise visit. In doing so, members can more completely describe inns we may be recommending to our guests traveling throughout Arizona.
- Social events planned in conjunction with each CTS are intended to help members get better acquainted, share experiences, have a great time and learn more about the area of Arizona in which each meeting is held.

E-Mail News and Information Service

- As an AABBI member you will receive periodic e-mail announcements to keep you up-to-date. Our e-mail notification program will alert you to new member benefits that become available throughout the year; meeting and conference announcements and updates; recent board decisions or changes to AABBI By-laws and procedures; and general news and information concerning our industry that we feel is useful for you to know-including Calls-to-Action for any Legislative efforts for which AABBI may be involved. We commit to provide you with the latest information to help your AABBI membership meaningful and effective.

NOTE: Carefully read the following AABBI standards and By-laws to familiarize yourself with our organization and its philosophies and priorities. If you are confident that you meet these standards, we invite you to fill out the enclosed application for membership. **We encourage you to contact your city and/or county health, fire, licensing, and zoning departments to be certain of what is required of your business and property.**

ARIZONA ASSOCIATION OF BED AND BREAKFAST INNS

Standards and By-laws
(As Revised Nov.16, 2005)

MISSION STATEMENT

The Arizona Association of Bed and Breakfast Inns is an association of inns, which offer an attractive alternative to more conventional lodging, and which meet the highest standards of hospitality and comfort as determined by an inspection process. Each inn is a reflection, not only of the unique personality of the owner, but also the special location of each inn within the state.

OBJECTIVES & PURPOSE

- (a) To develop and encourage high standards of hospitality and professionalism.
- (b) To broaden public understanding and appreciation of bed & breakfasts, B&B inns and country inns (as defined by the Professional Association of Innkeepers International --PAII)
- (c) To provide a forum for communication on all aspects of the bed & breakfast industry.
- (d) To support and promote member inns through referrals and other cooperative activities.
- (e) To act as an advocate with state and local regulatory agencies and to speak as one voice.
- (f) To undertake such other functions consistent with the bylaws to advance the interest of the bed & breakfast industry.

STANDARDS

I. Management

- A. The facility must operate primarily as a bed & breakfast inn and must be open on a regular year-round basis.
 - 1. Short-term closures such as for maintenance and vacations are acceptable.
 - 2. Seasonal closures may be acceptable if they are for three months or less. Closure dates must be publicized where appropriate and a telephone answering service in place to advise the public and allow for callbacks.
- B. Hospitality is the primary goal of every member inn and members recognize that extraordinary hospitality is the benchmark of the bed & breakfast industry.
- C. Breakfast is served to guests each morning on the inn premises and is included in the room rate (see Breakfast).

- D. Member inns must be in compliance with all applicable federal, state, and local laws and regulations governing bed and breakfast inns.
 - 1. A copy of business licenses or certificate of occupancy must be provided to AABBI.
 - 2. Member inns must collect state and local sales and/or bed tax as required.
 - 3. Member inns must be in compliance with state, county, and/or city fire codes, building codes, and health regulations.
- E. Member inns may have individualized policies, procedures, and prices; however:
 - 1. Room rates, deposit and cancellation policies, and other significant policies affecting guests (i.e. smoking, children, pet policies, etc.) must be made known to guests at the time of reservation.
 - 2. If arrival date allows, a confirmation must be sent to guests reiterating policies.
 - 3. Inns must answer the telephone in a professional and businesslike manner and state the name of the inn. Member inns cannot answer with just "Hello".
- F. Member inns must carry and provide annual proof of commercial liability insurance.
- G. An owner or staff member shall reside either on the premises or on an adjacent property. During short absences, emergency contact information will be made available to guests.
- H. Owner's/Managers' professional obligation to AABBI
 - 1. Owners or managers of member inns are encouraged to attend at least one AABBI meeting each year.
 - 2. Owners/managers must agree that primary referrals will be to AABBI member inns.
 - 3. Owners/managers must agree to provide one complimentary room night for biannual inspections. (See Section V.A.)
 - 4. Owners/managers must agree to distribute and keep a supply of AABBI brochures available to guests.
- I. Advertising
 - 1. Advertising must be truthful, not misleading, and non-deceptive.
 - 2. Inns must have evidence to back up their claims.
- II. Building-Exterior
 - A. The building exterior and trim must be attractive and well maintained (i.e. no peeling paint, broken windowpanes, building materials, and debris, etc.).
 - B. The surrounding grounds and landscaping must be attractive and well maintained (i.e. no weeds; grass mowed; trees; hedges; and bushes trimmed, etc.).
 - C. Adequate parking for guests must be available and convenient to the inn, meeting local codes and requirements.
 - D. Walkways must be free of debris and safe for guests, with adequate lighting.

- E. A business sign or house number must be clearly visible from the street.
- F. If a hot tub, spa or swimming pool is available to guests, it must be clean and in good repair. AABBI requires that appropriate warnings and signs explaining its use be posted at the unit.
- G. All member inns must have a first aid kit available on premises.

III. Building-Interior

A. Common Areas

- 1. There must be a common room, patio, or parlor available for guest use and interaction.
- 2. A desk or writing surface should be available if there is none in the guest rooms.
- 3. A telephone should be available for guest use.

B. Guest Rooms

- 1. All guest rooms must be well maintained and in good condition (i.e. paint, wall paper, and floor covering) at all times. Guest rooms must be impeccably clean. Rooms must be cleaned daily if occupied by guests.
- 2. The primary consideration in furnishing a guestroom is the comfort and convenience of the guests. Innkeepers are encouraged to view the room as a guest would. Provision must be made for storing clothes, luggage, and personal items. (Decorative items need their own storage space). Guestrooms must be attractively and completely decorated and all furnishings and linens must be clean and in good condition.
 - a. Bed must be of good quality and in top condition. Sofa beds, cots or roll-a-ways may not be used as primary beds in guest rooms.
 - b. Bedding must include, minimally, mattress pad, two sheets, one pillow for each guest, pillow covers, pillow cases, blankets and bed spreads, quilts, or comforters, all in top condition and free from soils and stains. Extra pillows should be available on request.
 - c. Bed linens must be changed between guest stays, and for stays of more than one night, at least every third day, unless otherwise directed by a guest-initiated request.
 - d. Guest rooms should be minimally furnished with: a bed, chair, table or nightstand, adequate storage for clothing, and a wastebasket. There must be at least one bedside lamp with adequate light for reading, although two lamps are preferred.
 - e. For security and privacy all guest room doors must have secondary locks that can be locked from the inside. Windows or glass doors must be equipped with blinds, shades, or draperies which provide complete privacy.
- 3. There must be adequate heating, cooling and/or air conditioning as needed for guest comfort.

C. Bathrooms

- 1. It is preferred that each guest room has access to a private bath. There shall, however, be a minimum of one full guest bath for every two guestrooms, shared by no more than four people.

2. Each bath must be maintained in good condition with plumbing in good working order. Bathrooms must be cleaned daily when occupied by guests.
3. Each shared guest bathroom must have a lock.
4. There must be ample hot water available for each bathroom.
5. Each guest must be supplied with at least one large bath towel, hand towel, and washcloth. A daily fresh supply of towels must be provided unless otherwise directed by a guest-initiated request. In addition, each bath must be supplied with a bath mat and wastebasket. In the case of a shared bath, each guestroom must be supplied with a separate bath mat. Additional bath supplies must include soap, facial tissue, drinking glasses, and an adequate supply of toilet tissue.
6. Bath fixtures must include sink, commode, shower and/or tub with a non-skid surface (or device available), adequate shelf space for toiletries, a well-illuminated mirror at the sink, convenient "safety" electrical outlets, towel racks, and clothes hook.
7. Owners or managers who live on premises must have their own private sleeping and bathing facilities apart from any guestrooms or guest baths.

D. Safety

1. Each member inn must comply with all applicable fire regulations.
2. There must be a minimum of one smoke detector on each floor and one in each guest room.
3. There shall be a minimum of one fire extinguisher on each floor and in the kitchen.

IV. Breakfast

- A. Breakfast must be prepared and served daily to guests on the inn premises. Serve yourself (i.e. guests prepare it) breakfasts do not qualify.
- B. Breakfast that is served to guests will consist of one of the following:
 1. Full breakfast includes, minimally, hot beverage(s), juice, fruit, hot entrée (i.e. egg dishes, pancakes, etc.).
 2. Continental-Plus includes, minimally, hot beverage(s), juice, pastry/bread/muffins, plus additional cereals and fruits.
 3. Continental includes, minimally, hot beverage(s), pastry or bread, and juice.
- C. AABBI members' advertisements for food service must adhere to the above definitions. (See IV B)
- D. The kitchen area must be extraordinarily clean, well maintained, and conform to local health department regulations. As a courtesy, AABBI will provide a workshop for certification at each AABBI Annual Conference and Trade Show providing there is sufficient enrollment.
- E. Food quality, preparation, and presentation should reflect the highest standards.

V. Adherence to Standards.

A. Inspection

1. In order to determine whether an inn meets high AABBI standards, each inn will be initially inspected upon application for membership and then member inns subsequently re-inspected every two years by a representative of the association, trained as an inspector and who resides outside the local area of the inn being inspected.
2. An inspection fee will be charged and the inn must provide a complimentary room for the overnight inspection.
3. If an inn does not meet all the AABBI standards, it is not eligible for membership.
4. In cases where an inn that does not meet one particular AABBI standard, but meets the spirit and intent of the standard, the inspector may recommend that the innkeeper meet with the board and petition for a waiver of that standard. The board then may decide to grant or withhold membership as it sees fit.

B. Grievances

The President shall handle any grievance brought to the attention of the association.

1. The matter should be expressed in writing to the president. The President should contact the member inn as soon as possible by telephone. This should be followed by a certified letter, which reviews both the situation and the telephone conversation. A reply is to be requested within 30 days offering an explanation and solution to the problem.
2. The inn must reply to the concerned party and the President within the 30 days.
3. Any inn receiving three complaints within a two-year period, or a single infraction of the standard, must be reviewed by the board for possible action. The board Action may include
 - a. Inviting the innkeeper to a review by the board
 - b. Removal of the member from AABBI
4. The AABBI Board must keep copies of the complaint and reply on file.

C. Non compliance with Standards

The AABBI Board shall handle non-compliance with Standards.

1. Any inn reported to be in non-compliance of the standards will be sent a certified letter by the board, outlining the problem and requesting an explanation with suggestions as to how the matter can be corrected.
2. The innkeeper is to reply in writing to the board within 30 days and give a date for any necessary work to be done or changes to be made.
3. The innkeeper is to send a notice with back up documentation that the work or changes have been completed by the agreed date. If necessary, a date is to be set for re-inspection of the inn. The inn will pay for the re-inspection.
4. Any inn failing to meet these requirements within a reasonable time as set by the board can be removed from the Association.

BYLAWS OF ARIZONA ASSOCIATION OF BED AND BREAKFAST INNS
A NON-PROFIT CORPORATION FORMED UNDER AND PURSUANT TO THE LAWS OF THE STATE OF
ARIZONA
(As Revised Nov. 16, 2005)

Article I: Association.

- 1.1 **Purpose of Bylaws.** The Arizona Association of Bed and Breakfast Inns (the “Association”) was established upon the filing of Articles of Incorporation with the Arizona Corporation Commission. The operation of the Association shall be regulated by the Articles of Incorporation and by these Bylaws. The purpose of these Bylaws is to establish a procedure for the operation of the Association. These Bylaws shall be interpreted and construed in a manner to maintain compliance with the Articles of Incorporation.
- 1.2 **Purpose of Association.** The Association shall be organized and operated as a nonprofit association for the promotion of bed and breakfast inns (“Inns”) located in the State of Arizona. Such promotion shall include, but shall not be limited to the adoption and enforcement of standards applicable to Inns that are members of the Association (“Standards”). The initial Standards are attached hereto and incorporated herein as Exhibit A. The Standards may be amended by the consent of a majority of the Active Members.
- 1.3 **Principal Office.** The known place of business shall be located at 3386 N. Hwy 89, Prescott, Arizona 86301, or at such other location designated by the Board of Directors.
- 1.4 **Corporate Seal.** A corporate seal shall not be requisite to the validity of any instrument executed by or on behalf of the corporation. However, a corporate seal with the name, date and place of incorporation may be used to verify documents.
- 1.5 **Reference to Articles.** Any reference herein made to the Corporation’s Articles shall refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission.
- 1.6 **Seniority of Articles.** The statutes of the State of Arizona will in all respects be considered superior to the Articles, with any inconsistency resolved in favor of said statutes. The statutes and Articles will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the statutes and Articles, and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

Article II: Members

- 2.1 **Membership Classes.** There shall be Two (2) classes of membership: Active and Associate.
- 2.1.1 **Active Members.** An Active Member is the owner/designee of one (1) or more Inns that meet all of the Association’s Standards as determined by inspection by a representative of the Association. Upon recommendation by that representative, the Board of Directors makes the final decision for approval or denial of membership. Active Members have the right to vote in the election of Board of Directors and other matters determined by the Members pursuant to these Bylaws or the laws of the State of Arizona. Each Active Member inn has one (1) vote per member inn. Active members shall pay annual dues November 30th. If annual dues are not received by the Treasurer of the association by December 31st, the Board of Directors may terminate the Active Member inn’s membership in the Association. Dues for new members will be assessed on a pro-rated basis. Payment of dues signifies a continuing commitment to uphold the Standards. An inn that is being reinstated after not paying dues by the deadline is considered to be a new member and requires re-inspection and will be charged the inspection fee as a new member. Dues will not be refunded, in whole or in part, if an inn ceases to be a member during the year, whether voluntarily or involuntarily. Member inns which have changed ownership must apply as a new member within sixty (60) days and be inspected. The new owners must pay for the inspection. Annual dues paid by the previous owner will, for AABBI purposes, stay with the inn until the next year’s payment is due (November 30).

- 2.1.2 **Associate Members.** Associate Members are individuals or business entities designated by the Board of Directors who are involved in the bed and breakfast inn or related industries. Associate Members may attend meetings of Members but do not have the right to vote. Associate Members pay dues.
- 2.2 **Annual Meetings.** An annual meeting of the Members shall be held during the month of November or December in each year on a date and at an hour determined by the Board of Directors. The Board of Directors may designate any place within Arizona as the place of meeting for any annual meeting or for any special meeting. The purpose of the annual meeting shall be the election of directors and the transaction of such other business as may come before the meeting. If, for any reason, the election of directors shall not be held on the day of the annual meeting, or at any adjournment thereof, the existing Board of Directors shall continue as such until the election of their successors.
- 2.3 **Special Meetings.** Special meetings of the Members may be called by the President, a majority of the Board of Directors, or by Active Members having at least ten (10%) of the votes, and shall be held at the time, place and date for the purpose specified in the notice thereof.
- 2.4 **Notice of Meetings.** Written notice stating the place, day and hour of any meeting, annual, special, or otherwise, of Members shall be delivered, either personally or by mail, to each Member not less than (10) or not more than Fifty (50) days before the date of such meeting. In the case of special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated and limited to the agenda in the notice. If mailed, the notice of meetings shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his/her address as it appears on the records of the Association, with postage thereon prepaid. Any member may waive notice of any meeting. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the sole purpose of objection to the transaction of any business because the meeting is not lawfully called or convened.
- 2.5 **Informal Action by Members.** Any action by law to be taken at a meeting of the Members, or any action which may be taken at any meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Active Members entitled to vote thereon with respect to the subject matter thereof.
- 2.6 **Quorum and Vote.** Fifty-one percent (51%) of the Active Members in good standing and entitled to vote shall constitute a quorum of Members at any meeting of Members. If a quorum is not present at any meeting, a majority of the Members present may adjourn the meeting from time to time without further notice. A majority vote of the quorum shall constitute authority for any action of the Members.
- 2.7 **Proxies.** At any meeting of Members, an Active Member entitled to vote may vote by proxy executed in writing by the Active Member or by his/her duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.
- 2.8 **Organization.** At each meeting of the members the President and Secretary of this Association shall act as Chairman and Secretary respectively.
- 2.9 **Cumulative Voting.** In each election of directors of the Association, each Active Member shall have the right to cast his/her votes in the aggregate multiplied by the number of directors to be elected at such election. Each active Member may cast the whole number of votes, either in person or by proxy, for one candidate, or distribute such votes among two or more such candidates, and such directors shall not be elected otherwise.
- 2.10 **Grievance Procedure.** Any member shall have the right to express a grievance to the Board of Directors through the following procedure:
- 2.10.1 A written expression of a member's concern should be provided to the President, to be conveyed to the Board of Directors.
- 2.10.2 The Board shall reply in writing stating its action or response. The Board may invite the concerned member to a meeting, may propose a solution, or may simply state its position with some explanation.

- 2.10.3 Should the Board and the concerned member not come to some resolution of the grievance through the above procedure; the matter will be taken to an impartial outside arbitrator selected by the Board.
- 2.11 **Membership Lists.** No member or associate member of AABBI shall sell a list of AABBI members to any non-member.
- 2.12 **Termination of Membership.** An inn's membership may be terminated by the Board for:
1. Failure to pay annual dues by December 31.
 2. Non-compliance with AABBI standards.
 3. Failure to act on a complaint or non-compliance issue within a reasonable time, as set by the Board.

Article III: Board of Directors

- 3.1 **General Powers.** The business affairs of the Association shall be managed and conducted by its Board of Directors who are elected by the Active members which may exercise all such powers of the corporation and do all such lawful acts as are allowed by statute, the Articles of Incorporation, these Bylaws, or directed or required to be exercised or done by the members.
- 3.2 **Tenure, Number and Qualifications.** The number of Directors shall be not be less than THREE (3) Directors nor more than NINE (9) but the number may be increased or decreased as permitted by the Articles of Incorporation or by amendment to these Bylaws. Each Director shall hold office for two (2) years until his/her other successor shall have been elected and qualified. Each Director must be an Active Member entitled to vote.
- 3.3 **Annual and Regular Meeting.** The annual meeting of the Board of Directors shall be held without other notice than these Bylaws, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may meet either within or without the State of Arizona, as it shall from time to time determine.
- 3.4 **Special Meeting.** Special meetings of the Board of Directors may be called by or at the request of the President or the majority of the Board.
- 3.5 **Notice.** Notice of any regular or special meeting of the Board of Directors shall be given at least five (5) days prior thereto by written notice delivered personally or sent by mail or telegram to each director at his/her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon, prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where 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. Neither the business to be transacted at, not the purpose of, any regular meeting of the Board of Directors need be specific in the notice, or waiver of such meeting, unless specifically required by law or by these Bylaws.
- 3.6 **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.
- 3.7 **Manner of Acting.** The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of Directors, unless the act of a greater number is required by law or by these Bylaws.
- 3.8 **Informal Action by Director.** Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a written resolution of the Board of Directors, setting for the action so taken, is signed by all of the directors. Such resolution shall have the same effect as a unanimous vote, and it shall be the duty of the Secretary of the Association to record such resolution in the minute book of the Association under its proper date. Meetings of the Board of Directors, regular or special, may be held by means of conference telephone or similar communications equipment by means of which all

people participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

- 3.9 **Organization.** At each meeting of the Board of Directors, the President, or in his/her absence the Vice President, or, in the absence of both, a director chosen by a majority of the directors present shall act as Chairman. The Secretary, or in his/her absence any person appointed by the Chairman, shall act as Secretary of the meeting.
- 3.10 **Conflicts.** No contract or other transaction between the Association and one or more of its directors or any other association, corporation, firm or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or avoidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Director or a committee thereof which authorizes, approved or ratifies such contract or transaction or because his/her or their votes are counted for such purpose, if:
1. The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; of
 2. The fact of such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or
 3. The contract or transaction is fair and reasonable to the Association at the time the contract or transaction is authorized, approved or ratified, in light of the circumstances known to those entitled to vote thereon at that time.
- 3.11 **Resignation and Removal.** Any director of the Association may resign at any time by giving written notice to the Board of Directors, or to the President, or to the Secretary of the Association. The resignation of any director shall take effect at any time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effectively. Any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the Active Members entitled to vote at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors caused by any such removal may be filled by the Active members at such meeting.
- 3.12 **Compensation.** The Directors as such shall not receive directly or indirectly any salary or other compensation from the organization, except for reimbursement of expenses incurred conducting business for the organization or the carrying out their responsibilities as members of the Board. All such expenses must be approved by the Board.

ARTICLE IV: Officers.

- 4.1 **Officers.** The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including additional and/or assistant vice presidents, secretaries and treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. Any member of the Board of Directors may be an officer of the Association.
- 4.2 **Election and Term of Office.** The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified.
- 4.3 **Removal or Resignation.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association would be served thereby. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the

Secretary. Any such resignation shall take effect at the time of such notice, or any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

- 4.4 **Vacancies.** A vacancy in an office created by death, resignation, removal, disqualification or otherwise may be filled by a majority vote the Board of Directors for the unexpired portion of the term.
- 4.5 **President.** The President shall be the chief executive officer of the Association and shall supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. The President may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has 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 or by statute to some other officer or agent of the Association. In general, the President shall perform all duties incident to the office of President and such other duties as may be or described by the Board of Directors from time to time.
- 4.6 **Vice President.** In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Directors, or in the absence of any designation, then in the order of their election) 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 and have such other powers as the President or the Board of Directors may from time to time prescribe.
- 4.7 **Treasurer.** If required by the Board of Director, the Treasurer shall give a bond for the faithfully discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall 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 from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories; and in general, perform all the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. Regular books of accounts shall be kept under his or her supervision, and he or she shall render financial statements to the President, Directors or members at proper times. The Treasurer shall have charge of preparation and filing of papers, financial statements and returns as may be required by law.
- 4.8 **Secretary.** The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, if required, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each Member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as form time to time may be assigned to him/her by the President or by the Board if Directors.
- 4.9 **Special Committees.** Special committees may be created or terminated at any time by the Board of Directors. A special committee shall limit its activities to the accomplishment of the tasks for which it is appointed and shall have no power to act except as specifically conferred by action of the Board of Directors.

Article V: Contracts, Checks, Deposits and Funds.

- 5.1 **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the offices so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances and unless so authorized in writing by the board of Directors, no officer shall have the power or authority to bind the organization by and contract or engagement or to pledge its credit or to render it liable for any purpose of in any amount.
- 5.2 **Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association, shall be signed or endorsed by such officer or officers, agent

or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the President and countersigned by the Treasurer.

- 5.3 **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such federally insured banks, trust companies, savings and loan association or other depositories as the Treasurer may select.

Article VI: Records and Fiscal year.

- 6.1 **Records.** The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Member and Board of Directors, and shall keep a record giving the names and addresses of the members entitled to vote.

- 6.2 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of November and end on the last day of October each year. After the close of each fiscal year of the corporation, the financial transaction of the corporation for the preceding fiscal year shall be subject to review as directed by the Board of Directors, and a report of the review shall be made to the Board of Directors.

Article VII. Indemnification of Officers, Board Members and Employees.

This Association shall indemnify every board member, officer, employee and agent of the Association against all expenses, liabilities and penalties, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be made a party or in which he/she may become involved by reason of any acts or omissions alleged to have been committed by him/her while acting within the scope of his/her employment or engagement as a director, officer, employee or agent of the Association, including any settlement thereof provided that the Board of Directors determines that such person acted in good faith and did not act, fail to act or refuse to act willfully, with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or proceeding. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, or agent of another association, partnership, joint venture, trust or other enterprise against liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under this Article.

Article VIII: Amendments to Bylaws.

Unless otherwise specified in the Articles of Incorporation, as they may be amended from time to time, the Bylaws of this Association may be altered, amended or repealed, or new Bylaws may be adopted, by the Board of Directors at any annual or special meeting called for such purpose in the manner provided herein.

MEMBER INSPECTION FORM

Revised 2/02/2006

The Arizona Association of Bed & Breakfast Inns prides itself on offering inspected and approved accommodations to the B&B traveler to Arizona. Using the *standards gathered from other state associations by the Professional Association of Innkeepers International (PAII)* and recommendations from Arizona county health departments, we have established the following requirements for membership. An AABBI Inspector will coordinate with you to make a reservation to stay at your inn on a night that is mutually convenient. The inspector should not be charged for his or her room. After the reservation is made, please send the inspector a Confirmation Letter/Notice, *as you would any other guest*, along with directions to your Inn. Using this form, inspection will be done during the check in, overnight stay, breakfast, and an interview with *you or your Innkeeper* prior to check out. Areas of inspection include friendliness of host(s), cleanliness, guest accommodations, safety features, amenities, breakfast presentation, *management*, and property appearance.

AABBI INN REVIEW

Date of Inspection: _____ Inspector: _____

Inn Name: _____ Inn Contact: _____

County reside in: _____

Total Number of units' _____ (rooms, suites, cabins) as advertised

Answer the following with code: Y (yes) N (no) N/A (not applicable)

MANAGEMENT

1. _____ Operating primarily as a B&B, all units exclusively used for guests
2. _____ Open on a regular basis *at least nine months per year*
3. _____ Where does the innkeeper reside? _____
4. _____ Breakfast included in the room rate
5. _____ In compliance with ALL applicable local, state, and federal laws and regulations governing B&B's
6. _____ Are policies, procedures, rates made known to guests at time of reservation
7. _____ Written confirmation sent to guests. Method _____
8. _____ Phone answered professionally and in a businesslike manner
9. _____ Proof of commercial liability insurance (copy of cover sheet)
10. _____ Innkeeper or staff on premises and available at all times, *except for short absences*
11. _____ Emergency telephone numbers posted where available for guests
12. _____ Encouraged to attend annual AABBI meeting
13. _____ Complimentary night provided to Inspector(s)
14. _____ Refer guests to AABBI Member Inns
15. _____ Pay AABBI dues by due date
16. _____ AABBI brochures available to guests (inn prints on line printable version)
17. _____ Notify AABBI Board if Inn is sold and inform new owners that they must re-apply for membership
18. _____ Is the inn described truthfully in accordance with the Standards
19. _____ Did inspector review the web site with innkeeper.

BUILDING EXTERIOR

20. _____ Building and trim attractive and well maintained
21. _____ Grounds and landscaping attractive and well maintained
22. _____ Adequate parking for guests
23. _____ Walkways well lit and free from debris
24. _____ Business sign visible from road
25. _____ Hot tub, spa, and/or pool clean and in good repair

BUILDING INTERIOR

26. _____ Common room, patio or parlor available to guests at all times
27. _____ Innkeepers have separate private sleeping quarters and bathing facilities
28. _____ Desk or writing surface available to guest at all times
29. _____ Guest rooms impeccably clean
30. _____ Guest rooms cleaned daily
31. _____ Guest rooms attractively and completely decorated

32. ___ Guest rooms furnished with bed, comfortable reading chair with adequate lighting, table/night stand, storage for clothing, bedside lighting, waste basket
Discrepancies: _____
33. ___ Furnishing and linens clean and in TOP condition; NO soils or stains
34. ___ Good quality bed and in TOP condition
35. ___ Bed Linens are appropriately sized to the bed and must include mattress pad, at least two sheets, minimum one pillow per guest, pillow protector on each pillow, pillow case on each pillow, at least one blanket/comforter, bed spread/quilt, extra pillows available.
Discrepancies: _____
36. ___ Bed linens changed between stays; *after* every third night on extended stays
37. ___ Security and privacy for ALL guest rooms; secondary locks on inside of guest door.
38. ___ Windows equipped with blinds, shade, or drapes that can be closed
39. ___ Adequate heating and cooling, as needed, for guests

BUILDING INTERIOR/BATHROOMS

40. ___ One full bath for every two guest rooms [max 4 guests per bath]
41. ___ Shared baths have inside lock
42. ___ Ample hot water
43. ___ Minimum linens for each guest include: large bath towel, hand towel, wash cloth, soap; for each guest room: bathmat, facial tissue, drinking glasses, adequate supply of toilet tissue. Fresh towels upon request.
Discrepancies: _____
44. ___ Bathrooms fixtures include: sink, commode, tub/shower with non-skid surface or device, shelf space for toiletries, illuminated mirror at sink, GFI near sink, towel rack, clothes hook.
Discrepancies: _____

SAFETY

45. ___ Complies with All applicable fire regulations
46. ___ Smoke detector on each floor
47. ___ Smoke detector in each guest room
48. ___ One fire extinguisher on each floor
49. ___ Fire extinguisher in kitchen
50. ___ Appropriate warning signs for pool, spa, and hot tub must be posted near the unit.
51. ___ First aid kit available. Location: _____
52. ___ Sprinkler system, if required, must be inspected in accordance with local regulations

BREAKFAST

53. ___ Breakfast served daily: Full ___ Continental Plus ___ Continental ___
54. ___ Kitchen extraordinarily clean and well maintained
55. ___ Proof of food handler training if required by city or county
56. ___ Food quality, preparation, and presentation of highest standards

Identify by line number any item answered N and explain.

Innkeeper: _____ Inspector: _____

NOTE: Inspector cannot approve nor disapprove. Acceptance for membership by the AABBI Board will be decided based on the inspection.

NEW MEMBERSHIP APPLICATION

Please fill out the application completely. _____ **Date:** _____

The Inn and Staff

Name of Inn: _____ Opening Date: _____

Street Address: _____

City: _____ Zip Code: _____

Phone Numbers: (____) _____ - _____ Toll Free: (____) _____ - _____

FAX: (____) _____ - _____ Email Address: _____

Internet Address: _____

Owner Address: _____

_____ Phone: (____) _____ - _____

Resident Innkeeper(s): _____

Number of Staff: Full Time _____ Part Time _____

Describe the architectural style of the Inn: _____

Describe the historical significance of the Inn, if any: _____

Describe the Inn's public or common rooms: _____

Describe all other available common areas, i.e. yard, porch, patio, pool, hot tub, parking, etc.

Number of: Guest Rooms _____ Private Baths _____

Shared Baths _____ Number of Guests per Shared Bath _____

Briefly describe guest rooms [décor, furnishings, etc] _____

Briefly describe bathrooms [tile, fixtures, tubs, showers, etc.] _____

Describe the Inn's heating and cooling systems _____

Are there individual controls in each room? _____

Breakfast

Name and date on Food Handler Permit, if required _____

Did you inquire of the city/county to see if a permit is required? _____

What type of breakfast do you serve? Full _____ Continental _____ Continental Plus _____

Describe a typical breakfast menu _____

Describe any other meals that you may provide. _____

Is there an additional charge for food served other than breakfast? _____ Explain _____

Safety Features

Did you inquire of the city/county to see if a permit is required? _____

Central Sprinkler System ___ Smoke Detectors ___ Fire Extinguishers ___ Carbon Monoxide Detectors ___

First Aid kit ___

Business Information

Are you open all year? ___ Describe any closures _____

Your guest smoking policy? _____ Pet Policy? _____

Children policy? _____

How are phone calls, information requests, reservation requests handled during closers? _____

To what degree is your inn handicap accessible? _____

Is the Inn ever unattended? ___ If so, when? _____

Where is your refund/cancellation policy stated so that guests have knowledge of the policy? _____

Describe any special permits or variances that you have and date they were issued. _____

Did an AABBI member recommend membership to you? _____ If so, who was it. _____

Internet & Directory Listing

Innkeepers: _____

Phone #'s: (____) ____ - ____ Toll Free: (____) ____ - ____ Fax: (____) ____ - ____

Name(s) of innkeeper(s) as you want it to appear. _____

Email: _____

Website Address: _____

Price Range \$ _____ to \$ _____

25-word description: _____

CHECKLIST OF APPLICATION REQUIREMENTS:

Please check off the following list and attach all requested materials.

- 1. _____ *Non-refundable* check made out to AABBI for \$75.00 for inspection
- 2. _____ Completed application
- 3. _____ Copy of commercial liability insurance policy (**cover page only**) for your inn
- 4. _____ Copy of AZ Dept. of Revenue Transaction Privilege license (call 800-634-6494 for information)
- 5. _____ Copy of current Food Handler Certificate **or** proof that this is not required by the city or county
- 6. _____ Your inn's Brochure/Rack Card if applicable.
- 7. _____ Copy of City Business License (if within city limits) **or** copy of Certificate of Occupancy if required by your County (call Building Inspection Dept. for your County)
- 8. _____ Copy of Confirmation Letter sent to your guests.

I am requesting membership with AABBI and will adhere to its Standards and Bylaws.

Signature of owners

Date