

# **BYLAWS OF THE AMERICAN VOLKSSPORT ASSOCIATION, INC.**

## **ARTICLE I NAME**

The name of this Association shall be the American Volkssport Association, hereinafter referred to as AVA. The AVA is a member of the Internationaler Volkssportverband e V. (International Federation of Popular Sports), hereinafter referred to as IVV. The registered office and principal place of business shall be in Universal City, County of Bexar and State of Texas.

## **ARTICLE II PURPOSE**

**Purposes.** The AVA is a nonprofit, voluntary membership corporation, organized under the laws of the State of Texas and organized exclusively for charitable and educational purposes under Section 501(c)(3) of the Internal Revenue Service Code of 1986, as amended (or the corresponding provisions of any future United States Internal Revenue Law), to promote the public health, physical fitness and well being of the people of the United States, its possessions, trusts, territories, dependencies and overseas military bases and diplomatic missions, by organizing, promoting and conducting scheduled programs of noncompetitive, family oriented, participatory lifetime sports including, but not limited to: walking (including jogging and running), bicycling, swimming, cross-country skiing and such other events as may be sanctioned by the IVV, and including the following specific purposes:

- (a) to act as the official representative of the IVV in the United States, its possessions, trusts, territories, dependencies and overseas military bases and diplomatic missions, and to be the official representative of the United States at all meetings of the IVV;
- (b) to administer the IVV Achievement Awards Program in the United States, its possessions, trusts, territories, dependencies and overseas military bases and diplomatic missions;
- (c) to develop and implement a program of public information and education to engender interest in scheduled programs of noncompetitive, family oriented, participatory lifetime sports;
- (d) to supervise the compilation of a national calendar of sanctioned events to be made available to its member organizations, their members and the general public;
- (e) to increase communication among members and Volkssport participants through publication of a newsletter and a newspaper, both circulated to its members and available by subscription to the general public;
- (f) to assist in the organization of new Volkssport clubs within the geographic jurisdiction of the AVA;
- (g) to provide understanding of the benefits of participation in organized programs of noncompetitive, family oriented, participatory, lifetime sports;
- (h) to foster a preventive maintenance concept of health care;
- (i) to stress the fun and exhilaration of walking, jogging, running, bicycling, swimming, cross-country skiing and such other events as may be sanctioned by the IVV;
- (j) to sanction events in conjunction with or under the auspices of the IVV and to do all things necessary and incident thereto.

**Non Discrimination.** All activities of the AVA shall be carried on so as to be responsive to the needs of all persons without regard to race, religion, sex, age, national or cultural origin, place of residence, economic circumstances, lifestyle or social status.

## **ARTICLE III MEMBERSHIP**

**3.1 Regular Membership.** Regular membership shall consist of the regular member clubs and state organizations (hereinafter referred to collectively or, on occasion individually, as “Member(s)”) within the geographic jurisdiction of the AVA.

(a) **Regular Member Clubs.** A regular member club may be formed by any group of persons that subscribes to the purposes of the AVA and desires to conduct or sponsor AVA sanctioned volkssporting events. A regular member club must be operated as or be an element or affiliate of an organization recognized by the Internal Revenue Service as tax exempt under Section 501(a) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law), or be part of a federal, state or local government agency. This includes but is not limited to a 501(c)(3) or 501(c)(4) designation. Regular member clubs shall be entitled to all privileges of membership, including the right to conduct AVA sanctioned volkssporting events and to vote at meetings of the Members.

(b) **State Organizations.** A state organization may be formed when six regular member clubs exist within a single state and two-thirds of such Members agree to establish a state organization. Only one state organization shall be permitted in each state. Each state organization shall consist of all regular member clubs chartered within the state. Each state organization which has twelve or more member clubs must have at least four officers: president, vice president, secretary and treasurer. Other officers may be elected or appointed. A state organization may determine the eligibility and method of election of its officers and the timing of elections. A state organization may enact bylaws and/or other documents required by the laws of the state in which they are chartered, but in cases where they conflict with AVA’s Bylaws and other documents, AVA’s shall take precedence. A state organization shall be entitled to all the privileges of membership, including the right to conduct or sponsor AVA sanctioned volkssporting events and to vote at meetings of the membership, but shall not be required to pay the charter fee.

**3.2 Honorary Membership.** Honorary membership may be conferred by the National Executive Council upon an individual or group, whose actions have greatly assisted or promoted the aims and purposes of the AVA. An honorary member shall be exempt from payment of fees and dues and shall be entitled to all privileges of regular membership, except the right to conduct or sponsor AVA sanctioned volkssporting events or to vote at meetings of the members.

### **3.3 Application Procedures.**

(a) **Regular Membership.** Any group of persons may apply for membership by submitting a written application to the AVA.

(b) **Temporary membership.** Temporary membership may be conferred by the Executive Director. Permanent membership shall be granted upon the affirmative vote of the National Executive Council at its next meeting.

(c) **Prorating.** Payment of the charter fee and annual dues shall be prorated into quarters and are payable from the first day of the quarter in which the club is chartered.

### **3.4 Rights and Obligations of Members.**

- (a) **Rights.** Every regular member club is entitled to participate in activities conducted for members, to file petitions and to exercise the right to vote.
- (b) **Obligations.** All Members of the AVA are obligated to:
  - (1) promote the aims and goals of the AVA to the best of their abilities;
  - (2) uphold the reputation of the AVA at all times;
  - (3) obey the AVA Bylaws;
  - (4) pay dues;
  - (5) submit all required reports to the National Headquarters.

### **3.5 Fees and Dues.**

- (a) **Fiscal Year.** The fiscal year of the AVA shall be from July 1 of a given year through June 30 of the following year.
- (b) **Establishment of Fees and Dues.** The monetary amount of all fees and dues will be determined from time to time by the National Executive Council.
- (c) **Charter Fee.** Groups of persons desiring to affiliate with the AVA as a Member, except state organizations, shall pay a charter fee.
- (d) **Annual Dues.**
  - (1) **Regular.** All Members shall pay annual dues. These dues shall be payable to the National Headquarters on or before July 1 each year.
  - (2) **Late Fee.** If a Member's annual dues are not received by the National Headquarters within sixty days of the due date, a late fee shall be assessed. If there is no response from the Member by November 1, the Member shall be declared inactive and dropped from the membership rolls.
- (e) **Event Fees.**
  - (1) **Sanction Fee.** A sanction fee for all AVA sanctioned Volkssport events shall be paid to the AVA.
  - (2) **Participation Fee.** A fee for each paying participant in an AVA sanctioned volkssporting event shall be paid to the AVA.
  - (3) **Postponement of Payment.** Requests for postponement of payment of either sanction fees or participation fees must be submitted in writing through the appropriate state organization (if applicable) to the Regional Director.
- (f) **Late Fees.** The National Executive Council may establish and impose penalties for the late payment of any debt to the AVA.
- (g) **Delinquencies.** Members, which are delinquent in the payment of debts to the AVA and which have not received prior approval for postponement of payment of fees, may not sponsor AVA sanctioned events until such delinquencies are paid in full. Members, which have delinquencies forty-five days prior to a regular or special membership meeting, shall be denied voting privileges at that meeting.

### **3.6 Termination of Membership.**

- (a) **Termination.** Membership in the AVA ends upon dissolution, resignation or expulsion of the member.
- (b) **Resignation.** Any Member desiring to resign from the AVA shall submit its resignation in writing to the National Headquarters who shall present the resignation to the National Executive Council for action. No Member's resignation shall be accepted until all outstanding debts, obligations and liabilities to the AVA have been satisfied.
- (c) **Expulsion.** A Member may be recommended for expulsion from the AVA for:
  - (1) acting in a grossly negligent manner or contrary to the best interest of the AVA;
  - (2) publicly damaging the reputation of the AVA;

- (3) failing to meet its obligations;
- (4) violating the AVA Bylaws.
- (d) **Procedures.** The National Executive Council shall decide upon the expulsion of a Member.
- (1) **Appointment of Committee.** If a Member is charged with committing any misconduct under Section 3.6 (c) of this Article, the AVA President shall appoint, without delay, a special committee of at least three persons to conduct a confidential investigation of the alleged misconduct.
- (2) **Committee Duties.** The committee so appointed shall conduct such confidential investigation in an expeditious manner.
- (3) **Committee Report.** Upon completing its investigation, the committee shall report to the National Executive Council, in executive session, either exonerating the accused Member or proffering specific charges of misconduct.
- (4) **Notice of Hearing.** If charges of misconduct are proffered, the National Executive Council shall give the accused Member formal notification, in writing, of such charges and set a date for a formal hearing of such charges before the National Executive Council.
- (5) **Hearing.** At the hearing upon such charges, the National Executive Council, sitting in executive session, shall hear the evidence upon both sides and shall then render a verdict of guilt or exoneration.
- (6) **Expulsion.** If a Member is found guilty, the Member shall be expelled, return all IVV and AVA materials in its possession, including the Club's Membership Charter, to the AVA National Headquarters and settle all outstanding debts, obligations and disabilities with the AVA.

## **ARTICLE IV MEETINGS**

**4.1 Regular Membership Meetings.** A regular membership meeting of the AVA shall be held in April, May or June of every odd-numbered year, unless otherwise ordered by the National Executive Council. The meeting shall be for the purpose of electing National Officers, receiving reports of National Officers and committees and for such other business as may be identified in the notice of the meeting.

**4.2 Special Membership Meetings.** A special membership meeting may be called by the AVA President or by the National Executive Council and must be called upon the written request of at least forty regular member clubs, at least twenty of which are not from the same AVA Region and at least one-half of the Regions must be represented. The purpose of the special membership meeting shall be stated in the call. Except in cases of emergency, at least sixty days notice shall be given.

**4.3 Voting Rights.** Each elected National Officer, Regional Director, state organization and regular member club that is in good standing forty-five days before the opening of the membership meeting shall be entitled to one vote on each matter submitted to a vote of the members. The Executive Director shall have no vote.

**4.4 Quorum.** One-third of those eligible to vote, represented in person or by proxy, shall constitute a quorum at any regular or special membership meeting of the AVA.

**4.5 Proxies.** A Member entitled to vote may vote by proxy executed in writing by the club/state organization. No proxy shall be valid after the close of the session for which it is issued. No candidate for AVA National Office or Regional Director may carry proxies.

**4.6 Voting By Mail.** A Member is entitled to vote by mail on any matter that may be voted by the membership, except voting for National Officers. For the purposes of this Section, transmission of votes by fax or e-mail shall be considered mail.

## **ARTICLE V OFFICERS**

**5.1 Number.** The elected National Officers of the AVA shall be AVA President, Vice President, Secretary and Treasurer.

### **5.2 Eligibility.**

(a) Elected National Officers must reside within the geographic jurisdiction of the AVA, excluding overseas military or diplomatic addresses.

(b) If an elected National Officer establishes a permanent residence (domicile) outside the geographic jurisdiction of the AVA during the term of office, the National Office shall immediately be declared vacant by the National Executive Council and filled in accordance with procedures set forth in Section 5.5 of this Article.

(c) A person who is considered "not in good standing" with the AVA shall not be eligible to be an elected National Officer. A person "not in good standing" is defined as an individual with

a debt, obligation or liability to the AVA that has been delinquent for five months. A debt, obligation or liability shall be considered delinquent if it has not been settled within thirty days of the date it was due.

(d) No person may hold more than one National Office at the same time.

(e) No person may hold a National Office and serve as Regional Director at the same time.

(f) No person may serve more than two consecutive terms in the same elected National Office.

### **5.3 Duties.**

(a) **President.** The AVA President shall:

(1) preside at all meetings of the Members, the National Executive Council and the Executive Committee;

(2) serve ex-officio as a member of all committees except the Nominating Committee;

(3) perform such duties as are customarily performed by the president of non-profit corporations and similar associations; and

(4) perform such other duties as prescribed by the National Executive Council.

(b) **Vice President.** The Vice President shall:

(1) preside at all meetings of the Members, the National Executive Council, and the Executive Committee in the absence of the AVA President;

(2) succeed to the office of AVA President for the balance of the unexpired term in the event of a vacancy in the office of AVA President;

(3) perform such duties as are customarily performed by the vice president of non-profit corporations and similar associations; and

(4) perform such duties as are prescribed by the AVA President and the National Executive Council.

(c) **Secretary.** The Secretary shall:

- (1) keep a record of all proceedings of the Members, the National Executive Council, and the Executive Committee;
- (2) perform such duties as customarily performed by the secretary of non-profit corporations and similar association; and
- (3) perform such other duties as are prescribed by the AVA President and the National Executive Council.

(d) **Treasurer.** The Treasurer shall:

- (1) oversee AVA National Headquarters operations that:
  - (a) account for all monies of the AVA;
  - (b) collect all monies and dues;
  - (c) make payments which have been authorized;
- (2) perform such duties as are customarily performed by the treasurer of non-profit corporations and similar associations; and
- (3) perform such other duties as are prescribed by the AVA President and the National Executive Council.

**5.4 Removal.** Failure or refusal to perform prescribed duties shall constitute grounds for removal from office. Any elected Nation Officer of the AVA may be removed from office and membership on the National Executive Council by a recall motion instituted by and Member, provided the motion is submitted in writing to the National Executive Council and endorsed by at least twenty-five percent of the Members or by at least five members of the National Executive Council. The National Officer shall be removed upon a majority vote of the Members at any regular special membership meeting of the AVA or by and affirmative vote of at least nine members of the National Executive Council at a regular or special meeting of the National Executive Council.

**5.5 Vacancy.** A vacancy in any elected National Office, except AVA President, shall be filled by election of a replacement by a majority vote of the National Executive Council at any regular or special meeting of the National Executive Council. The successor to a vacancy shall serve for the unexpired term.

#### **5.6 Election Procedures.**

- (a) A Nominating Committee of not less than five individuals shall be elected by a majority vote of the members of the National Executive Council at least six months prior to the regular membership meeting.
- (b) It shall be the duty of the Nominating Committee to nominate candidates for the National Offices to be filled by election at the regular membership meeting. No member of the Nominating Committee may accept nomination for a National Office. If a committee member does choose to run for National Office, such candidate's membership on the Nominating Committee shall terminate and the National Executive Council shall immediately elect a replacement.
- (c) The Nominating Committee shall report to the Members by letter at least thirty days prior to the regular membership meeting.
- (d) The National Officers shall be elected at large by secret ballot at the regular membership meeting. A group from at least one-half of the Regions and recommended by the Regional Directors will tabulate the ballots.
- (e) Nominations from the floor shall be permitted.
- (f) Where only one candidate for a National Office has been nominated, no ballots shall be cast

by the Members and the President shall call for a voice vote of the Members.

(g) In the event that more than two candidates are nominated for the same National Office and upon the first ballot no candidate receives a majority of the ballots cast, the two candidates receiving the most ballots shall run against each other. Upon the subsequent ballot, the candidate receiving a majority vote shall be declared elected.

(h) Contributions from a member club or state organization to a candidate for National Office shall be limited to \$200.00 or ten percent of the club's gross income for the year, whichever is less. Monies contributed to an individual's campaign for election may be used only for that purpose once the campaign is completed all remaining campaign funds must be returned to the contributing club or clubs or given to an organization that has IRS 501(c)(3) status.

**5.7 Term of Office.** The term of office for each elected National Officer shall be two years or until a successor is duly elected. The term of office shall begin on July following the close of the regular membership meeting at which the National Officers were elected.

## **ARTICLE VI REGIONAL DIRECTORS**

**6.1 Number.** At least six, but not more than ten geographic Regions shall be created from the jurisdiction of the AVA. The number of Regions and the area of each shall be established by the National Executive Council and recorded in the corporate records of the AVA. Each Region shall be represented on the National Executive Council by a Regional Director (RD), or a Deputy Regional Director (DRD), in the absence of the RD.

### **6.2 Eligibility.**

(a) A Regional Director must reside within the Region the individual is elected to represent. Overseas military or diplomatic addresses are not considered part of Regions for residence purposes.

(b) If a Regional Director establishes permanent residence (domicile) outside the Region which the individual was elected to represent, the office shall immediately be declared vacant by the National Executive Council and filled in accordance with the procedures set forth in Section 6.5 of this Article.

(c) A person who is considered "not in good standing" with the AVA shall not be eligible to serve as Regional Director. A person "not in good standing" is defined as an individual with a debt, obligation, or liability to the AVA that has been delinquent for five months. A debt, obligation, or liability shall be considered delinquent if it has not been settled within thirty days of the date it was due. No person may hold a National Office and serve as a Regional Director at the same time. No person may serve more than two consecutive terms as a Regional Director for the same Region.

**6.3 Duties.** Each Regional Director shall:

(a) coordinate and promote the AVA program of activities within the represented Region;

(b) maintain liaison between Members in his Region, the National Executive Council and the National Headquarters;

(c) review applications for membership from groups in the Region and recommend action to the National Executive Council;

(d) approve Volkssport event scheduling for Members within his Region or appoint a designee to do so;

- (e) approve event sanctioning and provide notice of sanction approval to the National Headquarters or designate someone to do so;
- (f) review delinquency reports and follow up to ensure that all reports have been submitted and debts to the AVA have been paid;
- (g) implement disciplinary action against AVA members in the Region for violations of the AVA or IVV rules;
- (h) promote the development of new clubs within the Region by visiting, corresponding with or making presentations to interested groups to promote the growth of the AVA;
- (i) recommend to the National Executive Council disciplinary action against Members within the Region for violation of the AVA or IVV rules;
- (j) perform such other duties as are prescribed by the AVA President and the National Executive Council.

**6.4 Removal.** Failure or refusal to perform the prescribed duties shall constitute grounds for removal from office. Any Regional Director or Deputy Regional Director of the AVA may be removed from office in the represented Region and from membership on the National Executive Council by a recall motion instituted by a Member in the represented Region, provided said motion is submitted in writing to the National Executive Council and endorsed by at least twenty-five percent of the Members in the Region. The Regional Director shall be removed upon a majority vote of the Members in his/her Region.

**6.5 Vacancy.** A vacancy in any Regional Director position shall be filled by election of a replacement by a majority vote of the Members in his Region. The successor to a vacancy shall serve for the unexpired term.

**6.6 Election Procedures.**

- (a) A Nominating Committee shall be appointed in each Region by the Regional Director at least nine months prior to the regular membership meeting.
- (b) It shall be the duty of the Regional Nominating Committee to nominate candidates for Regional Director in that Region. No member of the Nominating Committee may accept nomination for Regional Director. If a committee member does choose to run for Regional

Director, such candidate's membership on the Nominating Committee shall terminate and the Regional Director shall immediately appoint a replacement.

- (c) The Regional Nominating Committee shall report to the Members in its Region by letter at least thirty days prior to the membership meeting where the election will be conducted. Nominations from the floor shall be permitted.
- (d) Each Regional Director shall be elected by ballot of the Members in the Region. The election may take place at a regional meeting or by mail ballot. The Regional Director shall poll the voting members to determine which method is the majority choice. The incumbent Regional Director, or designee, shall preside at the meeting. The Members, holding one-third of the votes that may be cast at the meeting, either in person or by proxy, shall constitute a quorum at the meeting. Elections for Regional Director cannot be held earlier than ninety days before the next regularly scheduled AVA membership meeting.
- (e) If more than two candidates are running for the same office and upon the first ballot no candidate receives a majority of the ballots cast, the two candidates receiving the most ballots shall run against each other. Upon the subsequent ballot, the candidate receiving a majority of the vote shall be elected.
- (f) The results of such election shall be delivered by the Regional Director to the National



Secretary within 10 days. The Secretary shall announce the results of the election at a regular membership meeting and shall report the results in the minutes of that meeting.

(g) Contributions from a member club or state organization to a candidate for Regional Director shall be limited to \$200.00 or ten percent of the club's gross income for the year, whichever is less. Monies contributed to an individual's campaign for election may be used only for that purpose and once the campaign is completed all remaining campaign funds must be returned to the contributing Member(s) or given to an organization that has IRS 501(c)(3) status.

(h) For those regions that choose to elect a Deputy Regional Director, it may be done by one of two methods:

1. A Regional Nominating Committee makes (a) recommendation(s) to the Members in the region for their selection;
2. The RD makes a nomination to the Members in the region for their approval.

**6.7 Term of Office.** The term of office for each Regional Director shall be two years or until a successor is duly elected. The term of office shall begin on July 1 following the close of the regular membership meeting at which the election of the Regional Director was announced.

**6.8 Deputy Regional Director.** Each Region is authorized to establish a single position of Deputy Regional Director (DRD) who will act in cooperation with and under the direction of the Regional Director to assist in carrying out tasks outlined in Duties (6.3). Qualifications specified for the Deputy RD are the same as those of the RD. Any Deputy RD must be able to assume the role of RD at any time in the two year term, and not be in conflict with any provisions in the Bylaws, such as term limits for previous service. When a Region has a DRD, a vacancy in the office of RD will be immediately filled by the DRD. A vacancy in the office of DRD during the term can be filled in accordance with 6.6(h).

## **ARTICLE VII NATIONAL EXECUTIVE COUNCIL**

**7.1 Membership.** The elected National Officers, Regional Directors and the Executive Director shall constitute the National Executive Council.

**7.2 Duties.** The National Executive Council shall have the general supervision of the affairs of the AVA between its regular membership meetings, shall set the hour and place of meetings, shall make recommendations to the Members, shall perform such other duties as specified in Articles V and VI of these Bylaws and shall have the power to adopt rules, regulations, procedures and standards in conformity with the directions established by the IVV and the Members of the AVA. The National Executive Council shall be subject to the orders of the regular membership and none of its actions shall conflict with actions by the membership.

**7.3 Meetings.** Unless otherwise ordered by the National Executive Council, regular meetings of the National Executive Council shall be held at least semiannually. Special meetings of the National Executive Council may be called by the AVA President and must be called upon the request of at least five members of the National Executive Council.

**7.4 Voting Rights.** Each member of the National Executive Council shall be entitled to one vote, except the Executive Director who shall have no vote, on each matter submitted to a vote

of the National Executive Council. A council member may not vote at a meeting of the National Executive Council by proxy.

**7.5 Quorum.** A quorum shall require eight voting members of the National Executive Council be present to conduct a regular or special National Executive Council meeting.

**7.6 Executive Committee.**

(a) **Membership.** The elected National Officers, a representative of the Regional Directors who has been elected by the Regional Directors, and the Executive Director shall constitute the Executive Committee. Each member of the Executive Committee shall have one vote, except the Executive Director who shall have no vote.

(b) **Duties.** The Executive Committee shall have general supervision of the affairs of the AVA between the meetings of the National Executive Council, shall fix the hour and place of its meetings, shall make recommendations to the National Executive Council and shall perform such other duties as may be specified in the National Executive Council Handbook. The Executive Committee shall be subject to the orders of the National Executive Council and none of its actions shall conflict with actions taken by the National Executive Council or the membership.

(c) **Meetings.** Meetings of the Executive Committee shall be called by the AVA President as necessary to conduct the business of the AVA. The Executive Committee may conduct business in person, by teleconference or email.

(d) **Quorum.** Three voting members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.

## **ARTICLE VIII STATE ORGANIZATIONS**

**8.1 New State Organizations.** Newly chartered state organizations shall have up to twelve months to assume the responsibilities listed in Section 8.3 of this Article.

**8.2 Training.** The AVA shall provide leadership training for the president of each state organization or his designee at the regular membership meeting.

**8.3 Duties.** State organizations shall be responsible to their Regional Director for:

- (a) coordinating and carrying forward the AVA program and activities within the state;
- (b) maintaining liaison among AVA Members chartered within the state and to the appropriate Regional Director, the National Executive Council and the AVA National Headquarters;
- (c) reviewing applications from prospective Members and recommending action on chartering same to the appropriate Regional Director;
- (d) in conjunction with the Regional Director, approving Volkssport event dates for AVA Members within the state;
- (e) reviewing After Action Reports and Delinquency Reports and following up to ensure that all reports have been submitted and debts have been paid to the AVA;
- (f) implementing disciplinary action against AVA Members in the state for violations of AVA or IVV rules;
- (g) promoting development of new Members by visiting, corresponding with and making presentations to interested groups;
- (h) developing and implementing programs, with the assistance of the AVA, for the mutual

benefit of the AVA, IVV and Members within the state.

## **ARTICLE IX AVA EXECUTIVE DIRECTOR**

**9.1 Hiring.** The AVA Executive Director shall be hired by the Executive Committee with the approval of the majority of the members of the National Executive Council. The Executive Director shall be directly responsible to the AVA President.

**9.2 Responsibilities.** The AVA Executive Director shall have the following responsibilities:

- (a) provide the day to day leadership of the American Volkssport Association;
- (b) implement the program of activities established by the National Executive Council (NEC);
- (c) promote the organization at every opportunity;
- (d) recommend new goals and objectives consistent with the association's philosophy;
- (e) oversee the day to day operation of the National Headquarters, including hiring and supervising the staff;
- (f) supervise the development of a budget to support the program of activities and the National Headquarters operations;
- (g) ensure the organization is working within its budget;
- (h) ensure the organization is functioning according to its mission statement and goals;
- (i) supervise the maintenance of the AVA Policy Manual and other official documents;
- (j) prepare, in conjunction with the AVA President, an order of business for each regular and special membership meeting and each National Executive Council meeting;
- (k) serve as an ex officio member of the NEC;
- (l) perform such other duties as are prescribed by the AVA President and the National Executive Council.;

**9.3 Removal.** The Executive Director's failure to perform the prescribed duties shall constitute grounds for termination. The Executive Director may be removed by the Executive Committee with the approval of the majority of the members of the National Executive Council.

**9.4 Interim Executive Director.** An Interim Executive Director may be appointed by the Executive Committee with the approval of the majority of the members of the National Executive Council.

## **ARTICLE X COMMITTEES**

**10.1 Appointment.** Committees, standing and special, as deemed necessary by the National Executive Council to carry on the work of the AVA, shall be appointed by the AVA President with the advice and approval of the National Executive Council.

**10.2 Membership.** All committees, standing or special, except the Nominating Committee, shall consist of at least one member of the National Executive Council. A majority of the members shall not be members of the National Executive Council. No member of the National Executive Council shall be on the Nominating Committee. The AVA President shall be a member ex-officio

of all committees, except the Nominating Committee.

**10.3 Standing Committees.** There shall be the following standing committees: Audit, Bylaws, Convention, Internet Technology, Publicity, and Standards and Evaluation.

**10.4 Duties.** The committees shall perform such duties as are prescribed in the National Executive Council Handbook.

## **ARTICLE XI INDEMNIFICATION AND INSURANCE**

### **11.1 Indemnification of Officers, Directors and Agents.**

#### **(a) Definitions.**

(1) "Corporation" means the American Volkssport Association, Inc.

(2) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; any appeal in such action, suit or proceeding and an inquiry or investigation that could lead to such an action, suit or proceeding.

(3) "Officers" means the duly elected National Officers as provided by Article V, Paragraph 5.1 of the AVA Bylaws, or any National Officer elected specifically to fill any unexpired term. National Officers are the AVA President, Vice President, Secretary and Treasurer.

(4) "Director" means the duly elected Regional Directors as provided in Article VI, Paragraph 6.1 of the AVA Bylaws, or any Regional Director elected specifically to fill an unexpired term.

(5) "Agent" means the duly hired employees of the American Volkssport Association, Inc. working in a full-time position (not less than forty hours weekly) for at least ninety days.

**(b) Indemnification of Officers, Directors and Agents.** The corporation shall indemnify an officer, director or agent against reasonable expenses incurred by that person in connection with a proceeding in which he is a party because that person is an officer, director or agent and in which the proceeding was brought by or in behalf of the corporation, if that person has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

**(c) Indemnification Where Officer, Director or Agent Has Not Been Wholly Successful in Proceeding.**

(1) The corporation shall indemnify a person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer, director or agent of the corporation, whether or not the corporation is named in the proceeding, and who does not qualify for indemnification under Paragraph 11.1 (b) of this Article, if it is determined, in accordance with the procedure set out in the Texas Non-Profit Corporation Act, as amended, that the person:

a. acted in good faith;

b. reasonably believed: 1. In the case of conduct in the individual's official capacity as an officer, director or agent of the corporation, that the individual's conduct was in the corporation's best interest; 2 in all other cases, that the individual's conduct was at least not opposed to the corporation's best interests;

c. in the case of any criminal proceeding, had no reasonable cause to believe the individual's conduct was unlawful.

(2) The termination of a proceeding by a judgement, order settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the person did not meet the requirements set forth in Paragraph 11.1 (c)(1) of this

Article.

- (3) A person may be indemnified under Paragraph 11.1 (c)(1) of this Article against judgements, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and reasonable attorney's fees) actually incurred by the person in connection with the proceeding, but if the proceeding was brought by or in behalf of the corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.
  - (4) After it is determined pursuant to the Texas Non-Profit Corporation Act, as amended, that indemnification is permissible, the corporation shall authorize indemnification and shall determine the reasonableness of the expenses claimed by the officer, director or agent making indemnification in accordance with the procedure set out in the Texas Non-Profit Corporation Act, as amended.
  - (5) An officer, director or agent may not be indemnified under Paragraph 11.1 (c)(1) of this Article for obligations resulting from a proceeding:
    - a. In which the person is found liable on the basis that personal benefit was improperly received by that person, whether or not the benefit resulted from an action taken in the person's official capacity;
    - b. In which the person is found liable to the corporation.
- (d) **Officers, Directors or Agents as Witnesses.** The corporation shall pay or reimburse expenses incurred by an officer, director or agent in connection with the individual's appearance as a witness or other participation in a proceeding at a time when the individual is not a named defendant or respondent in the proceeding.
- (e) **Governing Law.** Notwithstanding any other provision of this Article, every indemnification of an officer, director or agent of the corporation shall be made in accordance with the Texas Non-Profit Corporation Act, as amended.

### **11.2 Indemnification of Club Officer.**

(a) **Definition of Club Officer.** Club Officer means any duly elected officer of a state organization or club, as provided by the state organization or club constitution, performing strictly volunteer services in exclusive relation to the conduct of the state organization or club's volkssporting events.

(b) **Indemnification of Club Officers.** The corporation may indemnify a state organization or club officer named in a proceeding against reasonable expenses incurred by that person in connection with a proceeding which also names the corporation as a party of the proceeding. The state organization or club officer must appeal to the corporation to receive indemnification, and the state organization or club must be in good standing with the corporation for consideration. Notification to the corporation within thirty days from the earlier of:

(1) the notice to the state organization for club officer of possible or threatened proceeding, or

(2) if not a threat, then the actual filing of a proceeding.

(c) **Indemnification Process.** The corporation will only indemnify a state organization or club officer upon an affirmative vote of three-fourths of those officers and directors present and constituting a quorum at a regular or special National Executive Council meeting.

(d) **Governing Law.** Notwithstanding any other provision in this Article, every indemnification of a state organization or club officer, if made pursuant to Paragraph 11.2 (b) of this Article, shall be made in accordance with the Texas Non-Profit Corporation Act, as amended.

**11.3 Insurance.** The corporation shall purchase and maintain insurance on behalf of any person who is or was an officer, director or agent of the corporation or who is or was serving at the request of the corporation as an officer, director or agent or a similar functionary of another

foreign or domestic corporation, joint venture, other enterprise or employee benefit plan against any liability asserted against that person and incurred by that person in such a capacity arising out of the individual's status as such a person, whether or not the corporation would have the power to indemnify the individual against that liability under Paragraphs 11.1 and 11.2 of this Article.

## **ARTICLE XII INTELLECTUAL PROPERTY**

**12.1 Intellectual Property.** Intellectual Property consists of works of authorship pertaining to volkssports including, but not limited to, publications, logos, and photographs and their associated trademarks, copyrights, renewals, extensions and causes of action for works.

**12.2 Ownership.** In order for the Association to use intangible property (such as to reproduce, prepare derivative works there from; distribute copies of by sale, transfer, rent, perform or display, and publicity; and to protect privacy), the following shall apply:

(a) Any individual or AVA member that submits to the Association for the purpose of the Association's use or publication intangible property that he or she prepares, creates, or authors shall grant the Association unlimited, non-exclusive use and perpetual license to use of that intangible property.

(b) Any intangible property prepared, created, or authored by an Association officer, director, committee or commission member, or paid staff member in the performance of their duties belongs solely to the Association.

(c) Works for hire belong solely to the Association unless a written, signed agreement provides differently.

**12.3 Disputes.** In the event of any dispute concerning any matter whatsoever between the creator of an original work and the Association, the parties shall meet at the Association's then-current main headquarters offices, or by teleconference or conference call, to informally attempt to resolve the dispute, and, if the meeting fails to resolve the dispute, shall meet subsequently there again in a formal mediation with an independent mediator. Any unresolved disputes shall be resolved by confidential binding arbitration according to the rules of the American Arbitration Association in the county of the Association's then-current main headquarters offices. An exception to all of the above is either party may take equitable legal action in the county of its then-current main headquarters offices to preserve any right pending completion of the arbitration without waiving the arbitration agreement or any other right.

## **ARTICLE XIII AMENDMENT OF THE BYLAWS**

**13.1 Amendments.** These Bylaws may be amended at any regular or special meeting of the AVA by a majority vote of the eligible delegates represented in person or by proxy, provided that the proposed amendment has been submitted to the National Executive Council and submitted, in writing, to all Members at least sixty days prior to the regular or special membership meeting at which vote shall be taken.

**13.2 Waiver of Notice.** The requirement for sixty days notice to all Members of the AVA can be waived by two-thirds vote of the eligible voters represented in person or by proxy at a regular or special membership meeting of the AVA.

**13.3 Waiver Process.** If Section 13.2 of this Article is used in a regular or special membership meeting of the AVA so as to waive the requirements of Section 13.1 of this Article, then any such amendment must be submitted to the National Secretary in writing.

## **ARTICLE XIV DISSOLUTION OF THE AVA**

**14.1 Dissolution Vote.** The AVA may be dissolved only by a vote of the Members at a regular or special membership meeting.

**14.2 Dissolution Process.** To dissolve the AVA, a written petition for dissolution subscribed to by at least one-half of the Members must be submitted to the National Executive Council at a regular or special meeting of the Council. The National Executive Council shall call a special membership meeting within ninety days of receipt of the petition to vote on the matter. A vote to dissolve the AVA must be approved by two-thirds of the eligible voting delegates represented in person or by proxy. If the Members vote to dissolve the corporation, the Members shall also establish the terms of dissolution.

## **ARTICLE XV MISCELLANEOUS**

**15.1 Parliamentary Authority.** The rules in the current version of *Robert's Rules of Order Newly Revised* shall provide guidance for proceedings of meetings of the AVA in all cases to which they are applicable and in which they are not inconsistent with the Bylaws or any special rules of order which the AVA may adopt.

**15.2 Appointed Officers and Consultants.** The National Executive Council may appoint such other officers or consultants as deemed necessary. The Audit Committee shall recommend and Auditor to the National Executive Council for approval. The appointed officers and consultants shall perform such duties as are prescribed in the National Executive Council Handbook.

**15.3 Editorial Changes.** The National Executive Council is empowered to make editorial changes in the text that do not constitute amendments to these Bylaws, including such changes as are ordered by the appropriate authority in accordance with the Texas Business Organizations Code, Vernon's Texas Statutes and Codes Annotated, or its successor code provisions.

### **15.4 Meaning and Intent.**

(a) Unless some other meaning and intent is apparent for the context, the plurals shall include the singular and vice versa, and masculine, feminine and neuter words shall be used interchangeably.

(b) Unless otherwise specified the term "mail" is interpreted as any item delivered by US Postal Service, other nationally recognized delivery service such as, but not limited to; FedEx or UPS and electronic media such as email and FAX.

**15.5 Effective Date.** These Bylaws go into effect on June 17, 2015.

**15.6 AVA Associate Membership.** As set out in Section 3.1 of these Bylaws, regular membership in the AVA is AVA Clubs or State Organizations (referred to throughout these Bylaws as "Members"). In order to obtain certain benefits while participating in Volkssports, however, individuals may become AVA Associate Members, either Lifetime, Individual or Friends/Family. The AVA Associate Program was not meant to and does not replace Regular Member Clubs.

**Certificate of Secretary.**

I certify that I am duly elected as Secretary of the American Volkssport Association, Inc. and that the foregoing document comprises the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting held on the 17th day of June, 2015.

Dated: June 17, 2015 Signed:

A handwritten signature in black ink that reads "Bonnie Johnson". The signature is written in a cursive style with a large, looped initial "B".

Bonnie Johnson, Secretary