

BYLAWS OF
NAME OF NON-PROFIT CORP.

ARTICLE I — NAME AND PURPOSE

1. *Name:* The name of the organization shall be NAME OF NON-PROFIT CORP.
. It shall be a nonprofit organization incorporated under the laws of the State of Minnesota.

2. *Purpose:* Name of Non-Profit Corporation is organized exclusively for charitable and educational purposes and to foster national or international amateur sports competition, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The purpose of this corporation is:

insert copy of purpose statement from Articles of Incorporation

ARTICLE II — MEMBERSHIP

1. *Initial membership:* The initial members of the corporation shall consist of the Board of Directors.
2. *Voting membership:* The board shall have the authority to establish and define a voting category of membership, and any required annual dues and rights of the voting membership.
3. *Non-voting membership:* The board shall have the authority to establish and define non-voting categories of membership, and any required annual dues and rights of the non-voting membership.

ARTICLE III — MEETINGS OF MEMBERS

4. *Regular meetings:* Regular meetings of the members shall be held quarterly, at a time and place designated by the chair.
5. *Annual meetings:* An annual meeting of the members shall take place in the month of October, the specific date, time and location of which will be designated by the chair. At the annual meeting the members shall elect directors and officers, receive reports on the activities of the association, and determine the direction of the association for the coming year.
6. *Special meetings:* Special meetings may be called by the chair, the Executive Committee, or a simple majority of the board of directors. A petition signed by five percent of voting members may also call a special meeting.
7. *Notice of meetings:* Printed notice of each meeting shall be given to each voting member, by mail, not less than two weeks prior to the meeting.
8. *Quorum:* The members present at any properly announced meeting shall constitute a quorum.
9. *Voting:* All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.

ARTICLE IV MANAGEMENT

10. Management. The members have elected to manage the organization as follows:

The management of the organization shall be vested in the members without an appointed manager. The members shall elect officers who shall manage the company. The President, Vice President, and Secretary may act for and on behalf of the corporation and shall have the power and authority to bind the organization in all transactions and business dealings of any kind except as otherwise provided in this Agreement.

11. Officers and Relating Provisions. The Members shall appoint officers for the organization and the following provisions shall apply:

(a) Officers. The officers of the organization shall consist of a president, vice president, a treasurer and a secretary, or other officers or agents as may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall act in the name of the organization and shall supervise its operation under the direction and management of the Members, as further described below.

(b) Election and Term of Office. The officers of the organization shall be elected bi-annually by the Members by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. Each officer shall hold office until his/her death, until he shall resign, or until he is removed from office. Election or appointment of an officer or agent shall not of itself create a contract right.

(c) Removal. Any officer or agent may be removed by a majority of the Members whenever they decide that the best interests of the organization would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(d) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

(e) President. The President shall be the chief executive officer of the organization and shall preside at all meetings of the Members. The President shall have such other powers and perform such duties as are specified in this Agreement and as may from time to time be assigned by the Members of the organization.

(f) Vice President. The Vice President shall be the chief operating officer of the organization and, in the absence of the President, shall preside at all meetings of the Members. The Vice President shall have such other powers and perform such duties as are specified in this Agreement and as may from time to time be assigned by the Members of the organization.

(g) The Treasurer. The Treasurer shall be the chief financial officer of the organization. The Treasurer shall not be required to give a bond for the faithful discharge of his/her duties. The Treasurer shall: (i) have responsibility for all reporting the status of all funds of the organization; (ii) in the absence of the Vice President, preside at meetings of the Members; (iii) receive and give receipts for moneys due and payable to the organization from any source whatsoever, and deposit all such moneys in the name of the organization in such banks, trust companies or other depositaries as shall be selected by the Members of the organization; and (iv) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Members of the organization.

(h) Secretary. The secretary shall: (i) keep the minutes of the Members meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of organization records; (iv) keep a register of the post office address of each Member; (v) certify the Member's resolutions; and other documents to the organization as true

and correct; (vi) in the absence of the President, Vice President, and Treasurer, preside at meetings of the Members and (vii) in general perform all duties incident to the office of secretary and such other duties as from time as may be assigned by the President or the Members.

(i) Appointed Officers of the organization. Notwithstanding any other provision in these Bylaws, the first appointed officers of the organization shall be appointed by the board of directors. The board of directors has met and appointed [REDACTED] as President, [REDACTED] as Vice President, and [REDACTED] as Secretary and Treasurer for the first term.

12. Member Only Powers. Notwithstanding any other provision of this Agreement, only a majority of the Officers may incur debt, expend funds, or otherwise obligate the organization if the debt, expenditure, or other obligation exceeds \$100.00.

ARTICLE V — COMMITTEES

13. *Committee formation:* The board may create committees as needed, such as fundraising, public relations, tournaments, sponsors, etc. The board chair appoints all committee chairs.

14. *Executive Committee:* The four officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Incorporation and bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors, and is subject to the direction and control of the full board.

15. *Finance Committee:* The treasurer is the chair of the Finance Committee, which includes two other board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board or the Executive Committee. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the board showing contributions, income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

ARTICLE VI — AMENDMENTS

16. Amendments: These bylaws may be amended when necessary by two-thirds majority of the board of directors. Proposed amendments must be submitted to the Secretary to be sent out with regular board announcements.

ARTICLE VII DUTIES AND LIMITATION OF LIABILITY MEMBERS, OFFICERS, AND PERSONS SERVING ON ADVISORY COMMITTEES; INDEMNIFICATION

17. Duties of Members: Limitation of Liability. The Members, Managers and officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the organization, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Member or officer, by reason of being or having been a Member or officer, shall be liable to the organization or to any other Member or officer for any loss or damage sustained by the organization or any other Member or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Member or officer.

18. Members and Officers Have No Exclusive Duty to organization. The Members and officers shall not be required to participate in the organization as their sole and exclusive business. Members may have other business interests and may participate in other organizations or activities in addition to those relating to the

organization. No Member or officer shall incur liability to the organization or to any other Member or officer by reason of participating in any such other business, organization, or activity.

19. Protection of Members and Officers.

(a) As used herein, the term "Protected Party" refers to the Members and officers of the organization.

(b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the organization or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the organization or to any other Protected Party for good faith reliance on:

(i) the provisions of this Agreement;

(ii) the records of the organization; and/or

(iii) such information, opinions, reports or statements presented to the organization by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the organization.

(c) The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the organization or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

20. Indemnification and Insurance.

(a) Right to Indemnification.

(i) Any person who is or was a member or officer of the organization and who is or may be a party to any civil action because of his/her participation in or with the organization, and who acted in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the organization shall be indemnified and held harmless by the organization.

(ii) Any person who is or was a member or officer of the organization and who is or may be a party to any criminal action because of his/her participation in or with the organization, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, shall be indemnified and held harmless by the organization.

(b) Advancement of Expenses. Expenses (including attorney's fees) incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings conclusion. Should the indemnified member or officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to organization all funds expended by the organization on behalf of the member or officer.

(c) Non-Exclusivity of Rights. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this Agreement, contract, agreement, vote of Members or otherwise. The Members and officers are expressly authorized to adopt and enter into indemnification agreements for Members and officers.

(d) Insurance. The Board may cause the organization to purchase and maintain insurance for the organization, for its Members and officers, and/or on behalf of any third party or parties whom the members might determine should be entitled to such insurance coverage.

(e) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

21. Amendment. Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by a Member. Unless waived by the Members, the proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by a majority of the Members. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

22. Applicable Law. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.

23. Pronouns, Etc. References to a Member or Manager, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

24. Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original.

25. Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching Members may be entitled, at law or in equity, the non-breaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

26. Further Action. Each board member, upon the request of the organization, agrees to perform all further acts and to execute, acknowledge and deliver any documents that may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

27. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the organization at its place of business or to a Member as set forth on the Member's signature page of this Agreement (except that any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.

28. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

29. Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

WHEREFORE, the members have executed these Bylaws on the dates stated below their signatures on the attached signature page.

