

# ANTELOPE VALLEY CA CHAPTER HARLEY OWNERS GROUP®, #1665 BY-LAWS

## ARTICLE I – NAME AND AFFILIATION

The name of the organization shall be **Antelope Valley CA Chapter of Harley Owners Group® (H.O.G.®), #1665**, hereinafter referred to as the Chapter. The Harley Owners Group®, a division of Harley-Davidson®, Inc., is the governing body for all H.O.G.® sanctioned activities. Each local chapter is a separate and independent organization providing services to their chapter members on a non-profit basis.

## ARTICLE II – PURPOSE

The purpose of the Chapter is to promote responsible motorcycling activities for Harley Owners Group® members by conducting chapter activities and encouraging participation in other H.O.G.® events while maintaining a family-oriented philosophy.

## ARTICLE III – SPONSOR

The sponsoring Authorized Harley-Davidson® dealer is **Harley-Davidson® of Lancaster**. The sponsoring dealer has the authority to require the Chapter to, and assure H.O.G.®, that the Chapter is performing to his standards and abiding by this Harley Owners Group® Charter.

## ARTICLE IV – MEMBERSHIP

Section 1. Only and all current Harley Owners Group® members may join the local Chapter. An expired membership in H.O.G.® automatically excludes eligibility for membership in the Chapter. If, by decision of the Chapter officer and/or the sponsoring dealer, a member's conduct is undesirable, that person's membership in the Chapter may be suspended or revoked.

a. The member shall be notified in writing of cancellation of membership giving the reason for cancellation.

b. A copy of the letter will be sent to the H.O.G.® Regional Manager.

c. A full refund of the member's dues for the year shall be given upon request.

Section 2. The annual dues shall be reviewed and may be increased as necessary by the majority vote of the Board of Officers and Sponsor to meet Chapter operating expenses and shall be due by January 31 of each fiscal year. Dues shall not exceed the maximum allowed by national H.O.G.®. Dues shall be paid as follows for NEW MEMBERS: Full payment through 6/30, one-half payment from 7/1-7/31, pro-rated after 8/1. If dues are not paid by the deadline the Newsletter will be discontinued to the member until such time the dues are paid. Renewal members will be assessed a late fee of \$5.00, if dues are not paid by the March Chapter meeting).

Section 3. Name tags are optional and may be purchased through the Chapter, payable at the time of the request.

Section 4. The Chapter fiscal year shall be from January 1 through December 31.

## ARTICLE V – OFFICERS

Section 1. The primary officers of this Chapter shall be the director, assistant director, secretary, and treasurer (or secretary/treasurer combination). The sponsoring dealer shall appoint the director. The assistant director, secretary and treasurer (secretary/treasurer) shall be appointed by the director.

Section 2. The secondary officers of this Chapter shall be the activities chairman, road captain coordinator, editor, Ladies of Harley® officer, safety officer, photographer, and historian, webmaster, and membership chairman.

Section 3. The privilege of holding office shall be limited to current Chapter and National H.O.G.® members in good standing.

Section 4. Vacancies of offices shall be filled by appointment by the director with the approval of the Board.

## ARTICLE VI – DUTIES OF OFFICERS

Section 1. The Director shall oversee Chapter meetings and uphold the Harley Owners Group® Charter and the Chapter by-laws.

Section 2. The Assistant Director shall assist the director in carrying out his/her duties.

Section 3. The Treasurer shall be responsible for the collection and disbursement of funds of the Chapter and provide H.O.G.® with a written annual financial statement. Monthly financial reports will be given to the Chapter membership and Board members at their respective meetings.

- Section 4. The Secretary shall be responsible for the administrative needs of the Chapter, provide H.O.G.® with a list of Chapter officers and any other reports as required by H.O.G.® on an annual basis. Minutes of the Chapter meetings shall be published in the Chapter Newsletters. Chapter and Board meeting agendas and minutes shall be provided to Board members prior to each meeting.
- Section 5. The duties of the secretary and treasurer may be combined.
- Section 6. The Activities Chairman oversees the administration of Chapter events (i.e. Christmas party, Chapter picnic, events coordinated with sponsoring dealer's open house, etc.)
- Section 7. The Ladies of Harley® (LOH®) Officer encourages women to take an active part in Chapter activities.
- Section 8. The Road Captain Coordinator assists in planning routes for Chapter rides and shall ensure that all road captains meet the requirements set forth by the Chapter Board of Officers and Sponsoring Dealer.
- Section 9. The Editor organizes written material for the Chapter (i.e. newsletter, press releases, etc.) and, at the discretion of the Director and Sponsoring Dealer, has material approved prior to publishing.
- Section 10. The Safety Officer is responsible for providing information relating to the availability of rider training and other information relating to safe riding to Chapter members.
- Section 11. The Photographer is responsible for the pictorial history of Chapter events/activities. He/She organizes Chapter photos for Newsletters, Chapter history albums, etc.
- Section 12. The Historian organizes a written account of Chapter activities, membership levels, etc. The Historian will present this book to the director upon completion of his/her term in office as a memento of his/her term.
- Section 13. The primary officers may assume the duties of the secondary officers when the position is not filled.
- Section 14. The failure an officer to attend three consecutive Chapter (general or board) meetings without adequate reason shall constitute resignation. The director shall declare that office vacant, and shall fill that office by appointment with the approval of the board. In the event of the resignation of an officer, that office shall be filled by appointment by the director with the approval of the board.
- Section 15. Each officer, upon expiration of his/her term of office or upon resignation, shall turn over to his successor without delay, all records, books and other material pertaining to the office; and he/she shall return to the treasurer without delay, all funds pertaining to his/her office.

#### **ARTICLE VII – BOARD OF OFFICERS**

- Section 1. The Board of Officers shall consist of the appointed officers, the immediate past director and the sponsor.
- Section 2. The Board shall act at the direction of the general membership, to include the transaction of all necessary items of business between meetings of the general membership.
- Section 3. The Board shall meet monthly, prior to the general membership meeting at the discretion of the director.
- Section 4. Five members shall constitute a quorum.
- Section 5. Annual reports shall be compiled by all officers and filed with the secretary no later than the last Board meeting of the Chapter fiscal year.

#### **ARTICLE VIII – GENERAL CHAPTER MEMBERSHIP MEETINGS**

- Section 1. The Chapter shall hold monthly general membership meetings.
- Section 2. The general membership meeting dates and locations shall be at the discretion of the director.
- Section 3. The privilege of making motions and voting shall be limited to Chapter members in good standing.

#### **ARTICLE IX – ACTIVITIES**

- Section 1. Chapter events are the sole responsibility of the local Chapter and must be listed in the Newsletter as a closed or open event.
- Section 2. Activities shall include any family-oriented, safe activities that promote a positive image of the sport of motorcycling and that appeals to the Chapter membership.
- Section 3. Fundraising events shall be held for the purpose of meeting Chapter obligations including, but not limited to, Chapter picnic, Christmas party, donation to selected charities, cost of publishing Newsletter and mailing of Newsletter, expenses relating to Chapter activities (i.e. poker run). The fundraisers shall be with the approval of the Board.
- Section 4. The Chapter shall hold a minimum of **FOUR CLOSED** Chapter events per year to retain active Chapter status with H.O.G.®

- a. **CLOSED** Chapter activities/events are for Chapter members and ONE guest per member. A **CLOSED** activity/event is defined as an activity/event specifically designated for Harley-Davidson® motorcycles.
- b. **OPEN** Chapter activities/events are open to Chapter members, other national H.O.G.® members, and other guests as desired. An **OPEN** activity/event is open for any and all makes and models of motorcycles. Fliers and other notices advertising an OPEN activity/event will be "OPEN TO ALL MOTORCYCLES."

Section 5. It is imperative that appropriate event insurance be obtained for activities as necessary.

Section 6. Activities sponsored by Chapter cannot restrict attendance by any Chapter members *except as described in Section 4, a and b*. Any activity/event that is not specifically announced or advertised as OPEN should be considered a CLOSED activity/event.

Section 7. Antelope Valley CA Chapter H.O.G.®, #1663, shall recognize the Ridgecrest Activities Group as part of the Chapter and shall be governed by the Antelope Valley CA Chapter H.O.G., #1663, by-laws and the Harley Owners Group® Charter for local chapters.

- a. The Ridgecrest Activities Group shall have its own Board of Officers consisting of: activity director, assistant activity director, secretary, treasurer, editor, photographer, activities/events coordinator, road captain coordinator, safety officer, and Ladies of Harley® officer, webmaster, and membership chairman.

Section 8. Chapter Sponsored Rides – All Chapter sponsored rides will be led by a recognized road captain and will follow the scheduled itinerary for the specific ride. All riders will be given a map for the ride. The Chapter's responsibility and sponsorship will end upon arrival at the designated destination (via the scheduled itinerary). Riders and passengers shall assume risk and responsibility thereafter.

#### ARTICLE X – NEWSLETTER

Section 1. The Chapter Newsletter shall be the Desert Wind. At the discretion of the director and sponsoring dealer the newsletter may be approved prior to printing.

Section 2. **SIX** newsletters per year must be published for Chapter to be considered active.

Section 3. All information must be compatible with the H.O.G.® family-oriented philosophies and/or objectives of H.O.G.® or Chapter recognition and right to produce a newsletter may be rescinded.

Section 4. A copy of all Chapter material must be sent to the H.O.G.® office.

#### ARTICLE XI – BY-LAWS AND AMENDMENTS

Section 1. Adoption of the Chapter by-laws will be made by the members at the first general membership meeting after review and approval by the board.

Section 2. The by-laws shall be revised as often as necessary to meet the changing needs of the Chapter.

Section 3. Amendments to the by-laws shall be made with a majority vote of the membership

#### ARTICLE XII – DISBURSEMENT OF FUNDS

Disposition of Chapter assets upon dissolution of the Chapter shall be as follows: After all Chapter expenses and obligations have been paid, any remaining assets shall be donated to a charitable organization as agreed upon by the board and sponsoring dealer.

#### ARTICLE XIII – INACTIVE CHAPTER STATUS

Any chapter with no events or newsletters for one consecutive model year will have chapter recognition as a H.O.G.® affiliated organization rescinded.

#### ARTICLE XIV – DISCLAIMER AND RELEASE, WAIVER OF RIGHTS

Section 1. While the local Chapter may be affiliated with H.O.G.®, it remains a separate, independent entity responsible for the actions of its members.

Section 2. Release for Chapter Membership

I agree that the Sponsoring Dealer (Harley-Davidson® of Lancaster), Harley Owners Group® (H.O.G.®), Harley-Davidson®, Inc., Harley-Davidson Motor Company®, my Local Chapter and their respective officers, directors, employees and agents (hereinafter, the "RELEASED PARTIES") shall not be liable or responsible for injury to me (including paralysis or death) or damage to my property during any H.O.G.® or H.O.G.® Chapter activities, even where the damage or injury is caused by negligence (except willful neglect). I understand and agree that all H.O.G.® members and their guests participate voluntarily and at their own risk in all H.O.G.® activities and I assume all risks of injury and damage arising out of the conduct of such activities. I release and hold the **RELEASED**

**PARTIES**” harmless from any injury or loss to my person or property which may result from my participation in H.O.G.<sup>®</sup> activities and event(s). I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE THE **“RELEASED PARTIES”** FOR ANY DAMAGE TO MYSELF OR MY PROPERTY RESULTING FROM, OR IN CONNECTION WITH, ANY H.O.G.<sup>®</sup> OR H.O.G.<sup>®</sup> CHAPTER ACTIVITIES OR EVENTS.

Section 3. Waiver of Rights Under State Statutes

I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this Release and Indemnification Agreement including, but not limited to, Section 1542 of the California Civil Code which provides: “A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known to him, must have materially affected his settlement with the debtor.

**ARTICLE XV- NATIONAL, STATE, LOCAL LAWS**

Section 1. The Charter for local chapters and these by-laws shall be in effect unless in conflict with national, state, or local laws.

Section 2. Should H.O.G.<sup>®</sup> become aware of any conflicts, H.O.G.<sup>®</sup> may review them amend the Charter as required.