

**BYLAWS**  
**OF**  
**NORTHERN UTAH RETRIEVER CLUB**  
a Utah Nonprofit Corporation

Effective as of July 9, 2007

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OF  
NORTHERN UTAH RETRIEVER CLUB**  
(a Utah nonprofit corporation)

**ARTICLE 1: NAME, POWERS AND PURPOSE**

1.1 **Name.** These Bylaws constitute the code of rules adopted by NORTHERN UTAH RETRIEVER CLUB (the “Club”) for the regulation and management of its affairs.

1.2 **Powers.** The Club shall have such powers as are now or may hereafter be granted by the Utah Revised Nonprofit Corporation Act (the “Act”), or any successor legislation; except that such powers may be exercised only in furtherance of the purposes of the Club as stated in its Articles of Incorporation and consistent with its status as a corporation described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

1.3 **Purposes.** The purposes of the Club are as set forth in the Articles of Incorporation.

**ARTICLE 2: OFFICES AND AGENT**

2.1 **Principal Office.** The initial principal office of the Club shall be located at 384 East 200 North, Lindon, Utah 84042. The Club may have such other offices, either within or outside Utah, as the affairs of the Club may require from time to time.

2.2 **Registered Office.** The Club shall have and continuously maintain a registered office in the State of Utah. The Club may from time to time change the address of its registered office by duly adopted resolution of the Board of Directors and submission of the appropriate statement to the Utah Department of Commerce.

2.3 **Registered Agent.** The registered agent of the Club may be either an individual, resident in the State of Utah, a domestic or foreign corporation authorized to transact business in the State of Utah, or a domestic or foreign limited liability company authorized to transact business in the State of Utah. The Club shall continuously maintain such an agent in the State of Utah. A new registered agent may be appointed by the Board of Directors if the office of such agent becomes vacant for any reason, or such agent becomes disqualified or incapacitated to act, or if the Club through action of the Board of Directors revokes the appointment of such agent by duly adopted resolution. The new appointment shall be made by duly adopted resolution of the Board of Directors and submission of the appropriate statement to the office of the Utah Division of Corporations and Commercial Code. Such registered agent shall be recognized as an agent of the Club on whom any process, notice, or demand required or permitted by law to be served on a corporation may be served.

## ARTICLE 3: MEMBERS

3.1 **Types of Membership.** The Club shall have one type of voting members, with each member enjoying all Club privileges, including, but not limited to, the right to vote and hold office.

3.2 **Eligibility.** Membership in the Club is open to all natural persons who are 18 years of age or older, are in good standing with The American Kennel Club, and subscribe to the purposes of the Club. The membership in the Club shall not be restricted based on residence; provided, however, the clear majority of the members of the Club shall be representative of the competitors in retriever field trials and of other retriever enthusiasts in the Club's focus area.

3.3 **Membership Dues.** Until adjusted or amended by resolution of the Board of Directors of the Club, membership dues shall be set at \$20.00 per every two membership years, payable on or before April 1st of each odd-numbered year (the "Deadline"). Failure to pay the membership dues by the Deadline shall result in loss of voting privileges until such dues have been paid in full. During the month of December of each even-numbered year, the Treasurer shall send to each member a statement of membership dues for the ensuing two years.

### 3.4 **Admission to Membership.**

(i) Application. Each applicant for membership shall apply on a form as approved by the Board of Directors and which shall provide that the applicant agrees to abide by the Articles of Incorporation, these Bylaws, and the rules of The American Kennel Club. The application shall state the name and address of the applicant. Accompanying the application, the prospective member shall submit dues payment for the current year.

(ii) Admission. All applications are to be filed with the Secretary. Each application shall be approved by the Secretary upon verification by the Secretary that the residency requirements stated in Section 3.1 above are satisfied and upon the processing of the membership dues submitted with the application.

(iii) Rejection. Applicants for membership who have been rejected by the Club may not reapply within six (6) months after such rejection.

### 3.5 **Termination of Membership.**

(i) Resignation. Any member in good standing may resign from the Club upon written notice to the Secretary.

(ii) Lapse. A membership will be considered as lapsed and automatically terminated if a member's membership dues remain unpaid ninety (90) days after the Deadline; provided, however, the Board of Directors may grant an additional ninety (90) days of grace to such delinquent member in meritorious cases, as determined in the sole discretion of the Board of Directors. In no event shall a member be entitled to vote at any meeting of the Club whose dues are unpaid as of the date of that meeting.

(iii) **Expulsion.** A membership may be terminated by expulsion as provided in Article 9.4 herein.

(iv) **No refund.** Upon termination of a member's membership in the Club, such terminated member shall not be entitled to any refund of membership dues or other monies paid to the Club.

3.6 **Transfer of Membership.** Membership in the Club is nontransferable. Members shall have no ownership rights or beneficial interests of any kind in the assets of the Club. The Club may not purchase the membership interest of any member for any reason.

3.7 **Annual Meetings.** An annual meeting of the members of the Club shall be held in the month of January in each year, or on such other date as may be determined by the Board of Directors, for the purpose of electing directors and for the transaction of such other Club business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Failure to hold an annual meeting as required by these Bylaws shall not invalidate any action taken by the Board of Directors. The meetings shall be conducted in accordance with the Robert's Rules of Order.

3.8 **Special Meetings.** Special meetings of the members of the Club for any purpose or purposes, unless otherwise prescribed by the Act, may be called by the President or by a majority vote of the members of the Board of Directors who are present and voting at any regular or special meeting of the Board of Directors; and shall be called by the Secretary upon receipt of a petition signed by at least five (5) members of the Club then entitled to vote on any issue proposed to be considered at the meeting.

3.9 **Place of Meetings.** Each meeting of the members of the Club shall be held in Salt Lake City, Utah, or at such other place within one hundred (100) miles of Salt Lake City, Utah, and at such hour, as may be designated in the notice of meeting.

3.10 **Notice.** Notice of each meeting of the members of the Club stating the place, day and hour and a description of any matter that must be approved by the members and the purpose or purposes for which the meeting is called shall be given to each member of record entitled to vote at the meeting, by or at the direction of the President or officer or persons calling the meeting at least ten (10) and not more than thirty (30) days prior to such meeting by the mailing of written notice by first class, certified, registered mail or overnight mail, or at least three (3) days prior to such meeting by personal delivery of written notice or by telephonic, email or facsimile notice. The method of notice need not be the same to each member. Notice shall be deemed to be given, if mailed, on the earlier of the date it is received or five (5) days after it is deposited in the United States mail, with postage prepaid, addressed to the member at such member's address as it appears on the records of the Club; if personally delivered, when delivered to the member; if delivered by facsimile, upon confirmation of receipt by the receiving facsimile machine; if telephoned, when communicated to the member; and if by email, upon leaving the sender's SMTP server. Any member may waive notice of any meeting. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting, unless

at the beginning of the meeting or promptly upon the member's later arrival, the member objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and after objecting, the member does not vote for or assent to action taken at the meeting.

3.11 **Quorum.** Except as otherwise required by the Act, a quorum for the transaction of business at any meeting of the members of the Club shall consist of at least twenty percent (20%) of the members then entitled to vote and represented in person at a meeting of members of the Club.

3.12 **Telephonic Meetings.** Any or all members may participate in and act at any meeting of the members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating for all purposes herein.

3.13 **Voting.** Except as otherwise prohibited by law or the Articles of Incorporation, each member in good standing and that has paid the membership dues is entitled to vote on each matter submitted to a vote of the members either at the annual or special meeting of the members or pursuant to Section 3.13 and Section 3.14. Members that have not paid such membership dues shall not be entitled to vote. Matters shall be approved if two-thirds (2/3) of the votes cast are in favor of such matter. Proxy voting will not be permitted at any annual or special meeting of the members of the Club.

3.14 **Action by Written Consent.** Any action required or permitted to be taken at a meeting of the members other than the election of directors may be taken without a meeting and without prior notice if written consent setting forth the action so taken is signed by the members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. Directors may not be elected by written consent except by unanimous written consent of all members entitled to vote for the election of directors. Any such consent (which may be signed in counterparts) shall have the same force and effect as a vote of the members and may be stated as such in any articles or documents filed with the Utah Division of Corporations and Commercial Code, or other governmental agency. A written consent under this Article 3.13 may be received through an online form as more specifically set forth in Article 3.14, providing the Club with a complete copy of the written consent, including a copy of the signature to the written consent.

3.15 **Online Action.** The Board of Directors shall cause a webpage to be created (the "Voting Form"), which shall set forth one or more matters (the "Online Matter") being submitted to the membership vote. The Voting Form shall allow each member to take an action for or against each Online Matter or to abstain from voting on such Online Matter. Each member shall be required to sign the Voting Form by typing his or her name into the Voting Form before submitting the vote electronically. Online vote submissions received from persons who are not members of the Club or from members who are not in good standing with the Club shall not be counted for purposes of determining quorum or taking action. Duplicate online vote submissions

received from members of the Club in good standing shall not be counted, except for the first-in-time online vote submission. Each Online Matter must be approved by the members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. Any such online voting shall have the same force and effect as a vote of the members and may be stated as such in any articles or documents filed with the Utah Division of Corporations and Commercial Code, or other governmental agency. All online vote submissions on which the Club relies for the taking of an action of the Online Matter must be received by the Club within a 60-day period. Action taken by the members pursuant to this Article 3.14 is effective (a) as of the date the last online vote submission necessary to effect the action is received by the Club or (b) if all of the online vote submissions necessary to effect the action specify a later date as the effective date of the action, the later date specified in the online vote submissions.

3.16 **Member Matters.** Notwithstanding any other provision of these Bylaws, the Board of Directors must submit the following items to the members for their approval in accordance with Section 3.12: a) confirmation of annual budget and b) any other matter, in the sole discretion of the Board of Directors.

#### **ARTICLE 4: BOARD OF DIRECTORS**

4.1 **General Powers.** All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Club managed under the direction of, the Board of Directors, subject to any limitation set forth in the Articles of Incorporation or under the Act.

4.2 **Number of Directors and Qualifications.** The Club shall not have less than three (3) and more than eight (8) directors. The number of directors shall be determined from time to time by the members or, as to the initial number of directors, the incorporators. Directors shall be elected from among the members of the Club in good standing.

4.3 **Election and Term of Office.** The initial directors shall be elected by the incorporators. Thereafter directors shall be elected by the members at each annual meeting of the members or as otherwise provided in Section 4.13 below. Each director shall hold office until the next annual meeting of the members and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. No decrease in the authorized number of directors shall have the effect of shortening the term of any incumbent director.

4.4 **Regular Meetings.** Regular meetings of the Board of Directors shall be held each month, if necessary, but at least three times each year, on such day, and at such place, as shall be designated in the notice of such meeting. Any business may be transacted at a regular meeting. The regular meeting of the Board of Directors for the election of officers, and for such other business as may come before the meeting, may be held without call or formal notice immediately after, and at the same place as, the annual meeting of the members of the Club, or any special meeting of the members of the Club at which a Board of Directors is elected.

4.5 **Special Meetings.** Special meetings of the Board of Directors may be called by the President, and shall be called by the Secretary upon a request by any two directors, to be held

at such time and place as shall be designated in the notice of the meeting. Any such notice shall state the purpose of the meeting and no other business shall be transacted thereat.

4.6 **Member Attendance.** Any member may attend any regular or special meeting of the Board of Directors, except when the Board of Directors adjourns to executive session to consider litigation, matters relating to the formation of contracts with third parties, member discipline, personnel matters, or to meet with a member, upon the member's request, regarding the member's payment of membership dues. The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of the regular meeting or the special meeting of the Board of Directors, other than an executive session, shall be available to the members within 30 days of the meeting. The Board of Directors shall permit any member to speak at any regular or special meeting of the Board of Directors, except for meetings of the Board of Directors held in executive session. A reasonable time limit for all members to speak to the Board of Directors shall be established by the Board of Directors.

4.7 **Notice.** Notice of each meeting of the Board of Directors stating the place, day and hour shall be given to each director at least ten (10) and not more than thirty (30) days prior to such meeting by the mailing of written notice by first class, certified, registered mail or overnight mail, or at least five (5) days prior to such meeting by personal delivery of written notice or by telephonic, email or facsimile notice. The method of notice need not be the same to each director. Notice shall be deemed to be given, if mailed, on the earlier of the date it is received or five (5) days after it is deposited in the United States mail, with postage prepaid, addressed to the director at such director's address as it appears on the records of the Club; if personally delivered, when delivered to the director; if delivered by facsimile, upon confirmation of receipt by the receiving facsimile machine; if telephoned, when communicated to the director; and if by email, upon leaving the sender's SMTP server. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, unless at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and after objecting, the director does not vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless required by the Act.

4.8 **Quorum.** A quorum for the transaction of business at any meeting of the Board of Directors shall consist of no fewer than one third (1/3) of the number of directors in office immediately before the meeting begins.

4.9 **Telephonic Meetings.** Directors may participate in and act at any meeting of the Board of Directors through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating for all purposes herein.

4.10 **Manner of Acting.** The act of a majority of the directors present at a meeting at which a quorum is present shall, unless the act of a greater number of directors is required by the Articles of Incorporation, the Act or these Bylaws, be the act of the Board of Directors.

4.11 **Resignation.** A director may resign at any time by giving written notice of resignation to either the Board of Directors, or the President or Secretary of the Club, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective but such resignation shall be effective when notice is delivered.

4.12 **Removal of Directors.** Directors may be removed from office by the members. The removal may be with or without cause.

4.13 **Vacancies and Increase in Number of Directors.** Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors shall be filled by the then members of the Board of Directors at its first regular meeting following the creation of such vacancy or at a special meeting of the Board of Directors called for that purpose. A director elected to fill a vacancy, or as a result of an increase in the number of directors, shall hold such office until the next annual meeting of the members of the Club and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal.

4.14 **Action by Written Consent.** Any action required to be taken at a meeting of the Board of Directors or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if each and every member of the Board of Directors in writing either (a) votes for the action, or (b) votes against the action or abstains from voting, and waives the right to demand that action not be taken without a meeting. Such a vote shall have the same legal effect as a vote of all the directors and may be described as such in any document.

## **ARTICLE 5: COMMITTEES AND ADVISORY BOARDS**

5.1 **Committees.** Upon the approval of a majority of all directors then serving on the Board of Directors, the Board of Directors may from time to time establish one or more committees or advisory boards to advance the work of the Club in matters including, but not limited to, events, trophies, annual prizes, membership and other fields which may well be served by committees. All committee and advisory board members shall serve at the pleasure of the Board of Directors.

5.2 **Powers.** Each committee and advisory board shall have and may exercise all powers relating to the business and affairs of the Club as may be granted to it by the Board of Directors at the time of its designation or thereafter by written approval of a majority of all directors then serving on the Board of Directors, except for such powers as by law may not be delegated by the Board of Directors to a committee or advisory board.

5.3 **Term of Office.** Each member of a committee or advisory board shall continue as such until the committee or advisory board shall be terminated, or until such member is sooner

removed by the Board of Directors, in its sole discretion, or ceases to be qualified as a member thereof.

5.4 **Vacancies.** Vacancies in the membership of a committee or advisory board may be filled by appointments made in the same manner as provided in the case of the original appointments.

5.5 **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee or advisory board, a majority of the whole committee or advisory board, as the case may be, shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee or advisory board, as the case may be.

## **ARTICLE 6: OFFICERS**

6.1 **Number and Qualifications of Officers.** Officers shall be elected from among the members of the Board of Directors. The initial officers of the Club shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may also elect or appoint such other officers, assistant officers and agents, including, but not limited to, assistant secretaries and assistant treasurers, as the Board of Directors may consider necessary. Any two or more offices may be held by the same person.

6.2 **Election and Terms of Office.** The initial officers of the Club shall be elected by the initial members of the Board of Directors. Thereafter, the officers of the Club shall be elected by the Board of Directors at the regular meeting of the Board of Directors for the election of officers in accordance with Section 4.4 hereof or on such later date thereafter as may be convenient. Each officer shall hold office until his or her successor shall have been duly appointed and qualified or until such officer's death, resignation or removal in the manner provided in these Bylaws. Election or appointment of an officer shall not in itself create contract rights.

6.3 **Removal and Resignation.** Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Club would be served thereby. Any officer may resign at any time by giving written notice to the President or Secretary.

6.4 **Authority and Duties of Officers.** The officers of the Club shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the Board of Directors, the President or these Bylaws, except that in any event, each officer shall exercise such powers and perform such duties as may be required by law:

(a) **President.** The President shall, subject to direction and supervision of the Board of Directors: (i) have general and active control of the affairs of the business of the Club and general supervision of its officers, agents and employees; (ii) preside at all meetings of the members of the Board of Directors; (iii) see that all orders and resolutions of the Board of

Directors are carried into effect; and (iv) perform all other duties incident to the office of president and as from time to time may be assigned to the President by the Board of Directors.

(b) Vice President. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers and be subject to all the restrictions of the President. The Vice President shall perform such duties as may from time to time be assigned by the President or the Board of Directors.

(c) Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in books provided for that purpose; shall assure that all notices are given in accordance with the provisions of these Bylaws or as required by law; shall be custodian of the Club's records; shall certify the authenticity of copies of the Bylaws, resolutions of the Board of Directors, committees and advisory boards, and all other documents of the Club; and shall in general perform all duties incident to the office of corporate secretary and such other duties as may from time to time be assigned by the President or the Board of Directors.

(d) Treasurer. The Treasurer shall also (i) be the principal financial officer of the Club and have the care and custody of all of the Club's funds, securities, evidences of indebtedness and other personal property and deposit the same; (ii) receive and give receipts for monies paid into or on account of the Club and pay out of the funds on hand all bills, payrolls, and other just debts of the Club of whatever nature of maturity; (iii) be the principal accounting officer of the Club and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of accounts, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish the President and the Board of Directors with statements of accounts showing the financial position of the Club and the results of the Club's operations; and (v) perform all other duties incident to the office of treasurer and such other duties as may from time to time be assigned by the President or the Board of Directors.

6.5 **Vacancies.** Any vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by action of the Board of Directors, except that a vacancy in the office of President shall be filled automatically by the Vice President.

## **ARTICLE 7: EXECUTION OF INSTRUMENTS, LOANS, AND DEPOSITS; CHECKS AND GIFTS**

7.1 **Instruments.** The Board of Directors may authorize any officer, agent or agents to enter into any contract or execute or deliver any instrument in the name of, and on behalf of, the Club, and such authority may be general or confined to specific instances.

7.2 **Loans.** No loans or advances shall be contracted on behalf of the Club, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Club shall be mortgaged, pledged, hypothecated, transferred, or conveyed as security for the payment of any loan, advance, indebtedness, or liability of the Club,

unless and except as authorized by the Board of Directors. Any such authorization may be general or confined to specific instances.

7.3 **Deposits.** All monies of the Club not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositories as the Board of Directors may select, or as from time to time may be selected by any officer or agent authorized so to do by the Board of Directors.

7.4 **Checks and Drafts.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness (issued in the name of the Club) shall be signed by such officers or agents of the Club as shall from time to time be determined by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or Secretary and countersigned by the President, Vice President or any current director.

7.5 **Gifts.** The Board of Directors may authorize any officer to accept on behalf of the Club any contribution, gift, bequest or devise for the general purposes or for the special purpose of the Club.

## **ARTICLE 8: INDEMNIFICATION AND INSURANCE**

8.1 **Definitions.** For purposes of this Article 8, the following terms shall have the meanings set forth below:

(a) “Action” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative.

(b) “Indemnified Party” means any person who is or was a party or is threatened to be made a party to any Action by reason of the fact that such person is or was a director, officer, employee or agent of the Club (which shall include actions taken in connection with or relating to the organization of the Club) or is or was serving at the request of the Club as a director, officer, partner, member, manager, trustee, fiduciary, employee or agent of another corporation, nonprofit corporation, person, or employee benefit plan.

8.2 **Indemnification.** The Club to the maximum extent permitted, and in the manner required by the laws of the State of Utah, shall indemnify any Indemnified Party against any and all applicable claims, judgments, fines, amounts paid in settlement, and other costs actually and reasonably incurred in any Action giving rise to the Indemnified Party’s status as such.

8.3 **Determination.** The Club may not indemnify an Indemnified Party under Section 8.2 unless a determination has been made in the specific case that indemnification of the Indemnified Party is permissible under the circumstances and under the law of the State of Utah. Such determination with respect to an Indemnified Party shall be made (1) by the Board of Directors by majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the Action shall be counted in satisfying the quorum, (2) if a quorum cannot be attained, by majority vote of a committee of the Board of Directors, which

committee shall consist of two or more directors not parties to the Action, except that directors who are parties to the action may participate in the designation of directors for the committee, or (3) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in clauses (1) or (2) of this Section 8.3, or, if such quorum or committee cannot be established, by special legal counsel selected by a majority vote of the full Board of Directors.

**8.4 Payment in Advance.** Expenses, including attorneys' fees, or some part of such expenses, incurred by an Indemnified Party in defending any Action shall be paid by the Club in advance of the final disposition of such Action upon the satisfaction of the following conditions: (1) the Indemnified Party furnishes the Club a written affirmation of such person's good faith belief that (i) such person has acted in good faith, (ii) such person reasonably believes that such person's conduct was in, and not opposed to the Club's best interest (or in any case involving an employee benefit plan, such action was believed to be in and not opposed to the interests of the participants in and beneficiaries of the plan), and (iii) in the case of criminal proceedings, such person had no reasonable cause to believe such person's conduct was unlawful; (2) the Indemnified Party furnishes the Club a written undertaking, executed personally or on the Indemnified Party's behalf, to repay the amount advanced if it is ultimately determined that such Indemnified Party did not meet the appropriate standard of conduct; and (3) a determination is made pursuant to Section 8.3 that the facts then known to those making the determination would not preclude indemnification under the Act or these Bylaws.

**8.5 Other Indemnification.** The indemnification and advancement of expenses provided by this Article 8 shall not be construed to be exclusive of or limit any other rights to which any Indemnified Party or other person may be entitled under the Articles of Incorporation or any bylaw, agreement, vote of disinterested directors or otherwise, both as to action in such Indemnified Party's official capacity and as to action in another capacity while holding office.

**8.6 Insurance.** By action of the Board of Directors, notwithstanding any interest of the directors in such Action, the Club may purchase and maintain insurance in such amounts as the Board of Directors may deem appropriate on behalf of any Indemnified Party against any liability asserted against such Indemnified Party and incurred by such Indemnified Party in such Indemnified Party's capacity, or arising out of such Indemnified Party's status, as an Indemnified Party, whether or not the Club would have the power to indemnify such Indemnified Party against such liability under applicable provisions of law.

**8.7 Right to Impose Conditions to Indemnification.** The Club shall have the right to impose, as conditions to any indemnification provided by the Club, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstance, including, but not limited to, any one or more of the following: (a) that any counsel representing the Indemnified Party in connection with the defense or settlement of any Action shall be counsel mutually agreeable to the Indemnified Party and to the Club; (b) that the Club shall have the right, at the Club's option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the Indemnified Party; and (c) that the Club shall be subrogated, to the extent of any payments made by way of indemnification, to all of the Indemnified Party's right of recovery and that the Indemnified

Party shall execute all writings and do everything necessary to assure such rights of subrogation to the Club.

## **ARTICLE 9: DISCIPLINE**

9.1 **American Kennel Club Suspension.** Any member who is suspended from the privileges of The American Kennel Club automatically shall be suspended from the privileges of this club for a like period.

9.2 **Charges.** An individual member may bring charges against another individual member for alleged misconduct prejudicial to the best interests of the Club. Written charges with specifications must be filed in duplicate with the Secretary, together with a deposit of \$50.00, which shall be forfeited if such charges are not sustained by the Board of Directors following a hearing. The Secretary shall promptly send a copy of the charges to each member of the Board of Directors or present them at a regular meeting of the Board of Directors. The Board of Directors shall first consider whether the actions alleged in the charges, if proven, might constitute conduct prejudicial to the best interests of the Club. If the Board of Directors considers that the charges do not allege conduct which would be prejudicial to the best interests of the Club, the Board of Directors may refuse to entertain jurisdiction. If the Board of Directors entertains jurisdiction of the charges, the Board of Directors shall fix a date for a hearing by the Board of Directors not less than three (3) weeks nor more than six (6) weeks thereafter. The Secretary shall promptly send one copy of the charges and the specifications to the accused member by registered mail together with a notice of the hearing and an assurance that the defendant may personally appear in his/her own defense and bring witnesses if he/she wishes.

9.3 **Hearing by the Board of Directors.** The Board of Directors shall have complete authority to decide whether counsel may attend the hearing, but both complainant and defendant shall be treated uniformly in that regard. Should the charges be sustained after hearing all the evidence and testimony presented by complainant and defendant, the Board of Directors may by a majority vote of those present reprimand or suspend the defendant from all privileges of the Club for not more than six (6) months from the date of the hearing. And, if the Board of Directors deems the above measures insufficient, the Board of Directors may also recommend to the membership the expulsion of the defendant. In such case, the suspension shall not restrict the defendant's right to appear before his/her fellow members at the ensuing meeting of the members of the Club, which considers the Board of Directors' recommendation. Immediately after the Board of Directors has reached a decision, its findings shall be put in written form and filed with the Secretary. The Secretary, in turn, shall notify each of the parties of the Board of Directors' decision and penalty, if any.

9.4 **Expulsion.** Expulsion of a member from the Club may be accomplished only at a meeting of the members of the Club following a Board of Directors hearing and upon the Board of Directors' recommendation as provided in Section 9.3 above. Such proceedings may occur at the annual or special meeting of the members of the Club, to be held within sixty (60) days but not earlier than thirty (30) days after the date of the Board of Director's recommendation of expulsion. The defendant shall have the privilege of appearing in his/her own behalf, though no evidence shall be taken at this meeting of the members of the Club. The President shall read the

charges and the Board of Directors' findings and recommendation and shall invite the defendant, if present, to speak in his/her own behalf if he/she wishes. The members shall then vote by secret ballot on the proposed expulsion. A two-thirds (2/3) vote of those present and voting at the meeting shall be necessary for expulsion. If expulsion is not so voted, the Board of Directors' suspension shall stand.

## ARTICLE 10: MISCELLANEOUS

10.1 **Books and Minutes.** The Club shall keep correct and complete books and records of accounts and shall also keep minutes of the meetings of its members and the Board of Directors.

10.2 **Club Year.** The fiscal year of the Club shall be fixed by resolution of the Board of Directors. The official year of the Club shall begin on the first day of January and end on the last day of December.

10.3 **Waiver of Notice.** Whenever any notice whatsoever is required to be given under the provisions of the Act, or any successor thereto, or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

### 10.4 **Amendments to Bylaws.**

(a) Proposal of Amendments. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition addressed to the Secretary and signed by at least twenty percent (20%) of the members of the Club in good standing. Amendments proposed by such petition from the members of the Club shall be promptly considered by the Board of Directors and must be submitted to the members of the Club by the Secretary with recommendation of the Board of Directors for a vote within three (3) months of the date when the petition was received by the Secretary.

(b) Voting. These Bylaws may be altered, amended or repealed and new Bylaws adopted by a majority vote of the directors then in office or by a two-thirds (2/3) vote of the members of the Club present and voting at any annual or special meeting of the members of the Club called for that purpose, provided the proposed amendments have been included in the notice of the meeting and the notice is given in accordance with Section 3.9 hereof.

10.5 **Interpretation.** These Bylaws and each provision of these Bylaws are subject to applicable statutory law and to the Articles of Incorporation.

## ARTICLE 11: ORDER OF BUSINESS

11.1 **Meetings of the Members of the Club.** At meetings of the members of the Club, the order of business, so far as the character and nature of the meeting may permit, shall be as follows:

Roll call  
Reading of minutes of last meeting  
Report of President  
Report of Secretary  
Report of Treasurer  
Report of committees  
Election of the members of the Board of Directors (at the annual meeting)  
Unfinished business  
New business  
Adjournment

11.2 **Meetings of the Board of Directors.** At meeting of the Board of Directors, the order of business, unless otherwise directed by majority vote of those present, shall be as follows:

Reading of minutes of last meeting  
Report of Secretary  
Report of Treasurer  
Report of committees  
Election of officers (at the meeting of the Board of Directors following the annual meeting of the members of the Club or as otherwise provided by Section 4.4 hereof)  
Unfinished business  
New business  
Adjournment

*[End of Document]*

**CERTIFICATE OF ADOPTION OF BYLAWS  
OF  
NORTHERN UTAH RETRIVER CLUB**

(a Utah Nonprofit Corporation)

CERTIFICATE BY INCORPORATORS

The undersigned hereby certify that they are the incorporators of the Northern Utah Retriever Club (the "Club"), and that the foregoing Bylaws were submitted to and approved and adopted by the incorporators of this Club by resolution effective as of July \_\_\_\_, 2007.

IN WITNESS WHEREOF, the undersigned have hereunto set each of their hands this \_\_\_\_ day of July, 2007.

\_\_\_\_\_  
\_\_\_\_\_, Incorporator

\_\_\_\_\_  
\_\_\_\_\_, Incorporator

\_\_\_\_\_  
\_\_\_\_\_, Incorporator