

# GEORGIA PEST CONTROL ASSOCIATION, INC.

## BYLAWS

### ARTICLE I – NAME

The name of the organization is the **GEORGIA PEST CONTROL ASSOCIATION, INC. (“GPCA”)**, hereinafter referred to as the “Association”. The fiscal year of this Association shall be July 1<sup>st</sup> through June 30<sup>th</sup>.

### ARTICLE II – PURPOSE

The objectives of the Association are:

- A) To promote the general standards and ethics of the pest control industry;
- B) To foster research and dissemination of knowledge of the industry among its membership; and
- C) To cooperate with the National Pest Management Association and with governmental and education authorities for the good of the community and the industry.

### ARTICLE III – MEMBERSHIP AND DUES

**A) COMPANY MEMBERSHIP:** Any business establishment and its employees licensed under the Structural Pest Control Act of 1955 (of the State of Georgia), as amended, whether sole proprietorship, partnership, firm, corporation, or branch office thereof maintained in the State of Georgia for the purpose of rendering pest control service in the State of Georgia in accordance with the purposes of the Association, whose business record is consistent with the Code of Ethics as referred to herein, and whose business licensees shall have been engaged in the pest control industry at least one (1) year, shall be eligible for Company Membership. Company Membership includes such rights and privileges as defined by the Board of Directors from time to time including: 1) voting rights which are established and defined in the GPCA Dues Schedule as prepared and approved by the Board of Directors, except that the total number of votes shall not exceed four (4) for any one organization including affiliates where membership is vested in the name of the organization rather than an individual; 2) use of the Association’s logo, seal, or slogans; and 3) reference to membership in the Association in advertising. “Conditional Membership” is available to those entities who have been in business less than one (1) year, except that such Conditional Membership does not include any voting rights, nor the use of the Association’s logo, seal, or slogans.

**B) EDUCATION MEMBERSHIP:** Any individual not fully conforming to the qualifications for Company Membership may be considered for Education Membership. Approval for Education Membership bestows all privileges of the Association except:

- 1) Reference to membership in advertising is not permitted;
- 2) the official logo or seal of the Association shall not be displayed, nor its slogans employed; and
- 3) shall not be entitled to vote or hold elective office.

**C) ALLIED PARTNER MEMBERSHIP:** Any person or firm not engaged in pest control service work, but which manufactures or supplies materials or equipment to the pest control industry, or provides related professional services, shall be eligible for Allied Partner Membership. Allied Partner members shall enjoy all the rights and privileges of the Association, with the exception of voting rights. An Allied Partner member may hold the elective office of Allied Partner Director which would allow that individual to have voting rights on the Board of Directors. The Allied Partner Director is elected annually by the Allied Partner Membership.

**D) HALL OF FAME MEMBERSHIP:** Hall of Fame membership may be conferred upon any person who has rendered such service to the pest control industry which entitles them to special recognition. The Board of Directors must approve any Hall of Fame Membership. Not more than two (2) Hall of Fame members shall be elected in any one (1) year. Hall of Fame members shall not be required to pay dues or assessments, and shall have no voting power unless they have a paid Company Membership and are designated as a voting member.

**E) APPROVAL FOR MEMBERSHIP:** An official GPCA membership application must be submitted to the Association in writing, electronically, or through the GPCA website with an electronic signature, to be considered for approval. Dues must be paid in full and accompany an application for membership.

Region Directors, as described herein below, shall be authorized to approve membership for applicants for Company, Education, and Allied Partner memberships from their respective regions. Membership applications which are not approved by the Region Director shall be submitted to the Executive Committee or Board of Directors (as needed) for their approval or denial. In the event that membership in the Association is denied to an applicant, a refund shall be made. Applications for reinstatement of a membership which was terminated for cause rather than non-payment of dues must have the approval of the Board of Directors.

In the event that membership in the Association is denied to an applicant, a refund from the Association shall be sent by registered or certified mail to the address on the application.

Election to Hall of Fame Membership shall be by unanimous recommendation of the Executive Committee and a three-fourths (3/4) vote of the Public Relations Committee members who are present during the recommendation discussions. Nominations for Hall of Fame Membership must be submitted in writing to the Association office according to the published guidelines that year.

**H) DUES AND ASSESSMENTS:** The Board of Directors shall have the authority to increase or decrease the dues.

Any member whose dues are unpaid by August 1<sup>st</sup> will be suspended and may only be reinstated by paying the current year's dues, plus 10% of the dues as a late fee. Members suspended for at least one year can be reinstated by paying the current year's dues, plus a \$25.00 reinstatement fee.

Special assessments may be levied for the designated purposes by a two-thirds (2/3) vote of the members present at any regular or special meeting. Notice of any proposed special assessment and the time and place designated for discussion of such assessment must be given to all members by mail or electronically not later than ten (10) business days prior to any regular or special meeting of the Association.

Special assessments also may be levied by a favorable vote of two-thirds (2/3) of the Association members by mail or electronically (email with time stamp or website voting services). Ballots shall be sent to the members by registered or certified mail with details of the proposed assessment. Ten (10) business days shall be deemed sufficient time for return of ballots. The Board of Directors, or a designee appointed by the Board, shall be the election tellers.

**I) MEMBERSHIP TRANSFERABLE:** Membership in the Association is transferable or assignable upon the sale or transfer of the member's business to new owners, provided such new owners continue to operate a business that qualifies for membership in the Association. Notice of such transfer shall be given to the Secretary/Treasurer and the Executive Director.

**J) SUSPENSION AND EXPULSION:** Any membership may be terminated for cause. Such cause may be a violation of these Bylaws or any rule, practice, policy, procedure, or agreement properly adopted by the Association, or by any other conduct prejudicial to the interest of the Association. All complaints and grievances will go through a review process set by the Board of Directors to determine if further action is necessary. The decision of the Board of Directors shall be deemed final, subject to the Right of Appeal described herein below. All members have the right to file a complaint or grievance with any member of the Executive Committee, the Executive Director, or the Board of Directors.

**K) DELINQUENCY:** Any member who fails to pay their dues or assessments within thirty (30) days after the due date, shall have their delinquency published by the Association, and a notice by mail and/or electronic notification of their delinquency shall be given them. If, at the end of ten (10) business days, said member is still deemed delinquent by the Association, they may be suspended or expelled by the Board of Directors.

Upon suspension or expulsion, all privileges of the Association immediately and automatically terminate. Use of the Association's logo, seal, slogans, reference to membership in advertising, and all other benefits must be promptly discontinued.

**L) RIGHT OF APPEAL:** Any applicant for membership rejected, or any member suspended or expelled, shall have the right of appeal for a review of their case by the membership, and the membership at any regular or special meeting may reverse the decision of the Board of Directors by a two-thirds (2/3) vote of the members present.

**M) REINSTATEMENT:** Former members may make reapplication for membership through the same channels as new members.

## **ARTICLE IV – DIRECTORS, OFFICERS, AND COMMITTEES**

**A)** The Board of Directors of the Association (the “Board” or “Board of Directors”) shall consist of the Officers of the Association, the Region Directors, an Allied Partner Director, and a Past President Director of the Association. Region Director members of the Board of Directors are elected for two (2) year terms. The Officer Directors, the Allied Partner Director, and the Past President Director are each elected for a one (1) year term.

**B)** The Officers of the Association shall be the Chairman of the Board, the President, the Vice President, and the Secretary/Treasurer, as described below:

**1) CHAIRMAN OF THE BOARD** – The Chairman of the Board of Directors (Chair) shall preside over all regular or specially called board meetings, and shall have such powers and perform such duties as may be prescribed by the Board of Directors. The President shall automatically become the Chairman of the Board of Directors at the conclusion of their term. The Chairman of the Board shall have the power to call such meetings as they may deem necessary. The Chairman of the Board also shall serve as Chairman of the Finance Committee and the Burnett Scholarship Fund and continue serving as a member of these committees for two additional years.

**2) PRESIDENT:** The President shall perform such duties as may be prescribed by the Board of Directors, and shall have authority to execute in the name of the Association all deeds, bonds, mortgages, contracts, and other documents authorized by the Board of Directors. The President shall have the general power and duties usually vested in the office of President of an Association. Except for Standing Committees as referred to in paragraph F herein below, the President shall be responsible for and appoint such

committees as may be deemed necessary by the Board. The President shall be an ex-officio member of all committees. As noted above, the President shall automatically become the Chairman of the Board of Directors at the conclusion of their term.

**3) VICE PRESIDENT:** The Vice President shall perform all the duties of the President in the absence of the President. The Vice President will work directly with the Region Directors to promote regional meetings and other GPCA activities in their regions. A report of region activities will be presented by the Vice President at each Board of Directors meeting. The Vice President is co-chair of the annual Summer Conference during their term of office. The Vice President shall also ensure adherence to the Bylaws of the Association, and work with the President to assist in the actions of the Bylaws Committee. The Vice President is the President-elect and shall automatically become the President at the conclusion of their term.

**4) SECRETARY/TREASURER:** The Secretary/Treasurer shall keep the minutes of all meetings, and maintain all other records of the Association entrusted to them including budget reports. All records and other property of the Association shall be surrendered at the expiration of their term of office. In the absence of the President or Vice President, the Secretary/Treasurer shall preside at meetings of the Association. The Secretary/Treasurer shall automatically become the Vice President at the conclusion of their term.

The Secretary/Treasurer shall have the authority to endorse and/or deposit all checks and drafts payable to the Association in a bank or banks approved by the Executive Committee. The Secretary/Treasurer shall keep a complete roll of members and shall keep regular books or accounts which shall be open to inspection to any Officer of the Association. The Secretary/Treasurer shall report at each regular meeting of the Board, monies on hand, receipts, disbursements, monies due, outstanding obligations, and resources of the Association. They shall furnish at the expense of the Association such bond as may be prescribed by the membership. They shall perform such other duties as may from time to time be assigned to them as Secretary/Treasurer.

Such duties of the Secretary/Treasurer as may be specified by the Board of Directors may be delegated to the Executive Director or a designated member of the Executive Director's staff.

The Board of Directors shall be authorized to reimburse the Association's Secretary/Treasurer for expenses of that office. All records and all other property of the Association, both in physical form and electronic, shall be surrendered to the President at the expiration of the Secretary/Treasurer's term,

**5) ELECTION OF OFFICERS:** The Officers of the Association shall be elected annually by the members of the Association at the Annual Meeting of the Association. Any vacancy of any office during the year may be filled by the Officers at a meeting called for such purpose.

**6) TERM OF OFFICE FOR OFFICERS:** The Officers shall be elected for one (1) year and shall continue in office until their successors are duly elected and qualified.

**7) REMOVAL FROM OFFICE:** The Association has the right to terminate the tenure of all Officers who are not functioning in accord with the most ethical practices of their office by a three-fourths (3/4) vote of the membership at any regular or specially called meeting of the Association. In addition, none of the Officers (Chairman of the Board, President, Vice President, and Secretary/Treasurer) shall be from the same member company. If the employment status of any Officer should change (acquisition, partnership, job change, etc.) after their election, the Officer replacement provisions set forth below will be followed.

**8) OFFICER REPLACEMENT:** Should a vacancy occur among the Officers of the Association, the post will be filled in the following manner:

(a) Chairman of the Board: The President will appoint an interim Chairman of the Board to serve until the next scheduled meeting of the Board of Directors, at which time the Board will make their recommendations to present to the next scheduled meeting of the general membership for a vote. Candidates for this interim position will be limited to past individuals who have served as Chairman of the Board for GPCA.

(b) President: The Vice President will assume the duties of the President immediately upon vacancy of the President's position.

(c) Vice President: The Secretary/Treasurer will assume the duties of the Vice President immediately upon vacancy of the Vice President's position.

(d) Secretary/Treasurer: The Chairman of the Board will appoint an interim Secretary/Treasurer selected from the current Board of Directors, pending approval by the general membership at the next scheduled general membership meeting.

**C) REGION DIRECTORS:** A Region Director shall be charged with the responsibility of organizing and directing the Association's programs within their region. Region Director's responsibilities shall also include such duties as the President and membership may determine from time to time.

Each region shall have a Region Director and Co-Director. The Co-Director will be elected at the same time as the Region Director. If no Co-Director is elected, the Region Director may appoint a Co-Director for that region. Only members with designated eligible voter representatives employed in and living in the geographical boundaries of the designated regions are eligible to vote in Region Director elections.

The Board of Directors shall have the authority to periodically review and revise the number and distribution of regions based on representation. If any vacancy shall occur among the

Region Directors, the Chairman of the Board will appoint an individual from the respective region to fulfill the term of the Region Director.

**D) ALLIED PARTNER DIRECTOR:** The Allied Partner members will choose a director from their ranks to serve in accordance with other Board duties and responsibilities.

**E) PAST PRESIDENT DIRECTOR:** One (1) elected representative of the GPCA Past Presidents will serve as a voting member of the GPCA Board of Directors. The position will be a one (1) year term with a maximum of two (2) consecutive terms. The immediate Past President shall automatically become such Past President Director, unless they are not able to serve.

**F) COMMITTEES OF THE BOARD OF DIRECTORS:** The Association shall have Standing Committees consisting of an Executive Committee, a Finance Committee, a Nominating Committee, and a Bylaw Committee, as well as such Other Committees as described below.

**1) EXECUTIVE COMMITTEE** – The Executive Committee shall consist of the four Officers of the Association, and shall be responsible for the fiscal well-being of the Association by developing the annual budget. They are to execute the annual budget in accordance with what was approved by the Board of Directors and voted on at the general membership meeting. The Executive Committee also has authority to act between full meetings of the Board of Directors.

**2) FINANCE COMMITTEE** – The Finance Committee shall be chaired by the Chairman of the Board, and those other members of the Board so designated by the Board to serve.

**3) NOMINATING COMMITTEE** – The Nominating Committee is made up of 1) its current Chair as determined by the Board, 2) the immediate past Chairman of the Board, 3) the current Chairman of the Board, 4) the current President, and 5) the current Vice President. In the event that one of the preceding individuals is not available to serve on the Nominating Committee, then the Nominating Committee may add the Secretary/Treasurer to serve as an alternate on the Nominating Committee. Reference is made to Article V herein below for further information on the duties of this committee.

**4) BYLAW COMMITTEE** - The President may, from time to time, designate two or more members to constitute a Bylaw Committee.

**5) OTHER COMMITTEES** - The President may, from time to time, designate two or more members to constitute other committees including Burnett Scholarship Fund; Conference, Winter; Conference, Dalton; Conference, S. GA; Conference, Summer; Education; GA PestVets; Golf; Government/Legislative; Guardians; Industry Affairs; Leadership; Public Relations; and Wildlife Committee. Committee members need not be members of the Board of Directors. All such Other Committees may be of such duration as determined by the Board of Directors.

**G) MEETINGS:** Meetings of the Board of Directors, including the Annual Meeting (organizational), regular (periodic), or specially called, may be held at such times as the Officers may determine or when called by the Chairman of the Board or the President. A majority of the Board shall constitute a quorum.

**H) LIMITATION ON EXPENDITURES:** The Executive Committee shall be authorized to make any expenditure on behalf of the Association outside of the approved fiscal year budget up to and including the amount of five thousand (\$5,000.00) dollars. Sums greater than \$5000.00 may be authorized only by a meeting of the membership called for that purpose or at any meeting when prior notice or announcements have been made in accord with the Bylaws.

**M) EXECUTIVE DIRECTOR:** There may be a full or part-time Executive Director for the Association selected by the President and Executive Committee, and approved by the Board of Directors, at any regular or specially called meeting of the Board. The Executive Director shall, with the advice and counsel of the President and the Board of Directors, be responsible for and have the power to carry out details of the operations of the GPCA headquarters to the extent of the authority vested in them by the President and Board of Directors. The Executive Director shall work in accordance with the job description as approved by the Board of Directors, and shall report to and be subject to an annual performance review by the President which is submitted to the Board for review.

## **ARTICLE V – SUCCESSION, NOMINATION, AND ELECTION OF OFFICERS**

**A)** Each year, the then current Vice President shall automatically become President. Should the current Vice President decide not to accept the office of President, the Nominating Committee shall have the authority to nominate a President candidate, and nominations shall be accepted from the floor of the Annual Meeting if from a member with voting rights. Likewise, each year, the then current Secretary/Treasurer shall automatically become Vice President. Should the current Secretary/Treasurer decide not to accept the office of Vice President, the Nominating Committee shall have the authority to nominate a Vice President candidate, and nominations shall be accepted from the floor of the Annual Meeting if from a member with voting rights.

**B)** The Nominating Committee shall submit nominations for the upcoming open position of Secretary/Treasurer, or for any other open Officer positions, to the Executive Committee for their review and possible recommendation to the Board for approval. The Nominating Committee Chair will serve as a liaison between the Nominating Committee and Executive Committee to discuss the nominations before the vote. None of the three immediate Past Presidents may in any way be affiliated through company mergers or acquisitions. Should such a situation occur, the open position will extend to the fourth immediate Past President. No Officer may be nominated or elected if, during their term, another member of their company is presently serving as an Officer. However, multiple Officers from one parent company may serve at the same time as long as their respective individual companies operate separately, namely, that each respective company pays separate dues and has its own voting members. At the time and place during the Annual Meeting designated for election, the Chair of the



Nominating Committee will submit the nominations along with those made from the floor to the general membership.

**C)** The names of the candidate(s) nominated for Secretary/Treasurer shall be arranged on a ballot in alphabetical order. Candidates for other positions will be listed alphabetically next to their proposed office.

**D)** As to Region Directors, even-numbered regions shall elect their Directors on even-numbered years prior to the annual business meeting. Odd-numbered regions shall do likewise on odd-numbered years. The term of Region Directors shall be limited to two (2) consecutive two (2) year terms.

**E)** The election of Secretary/Treasurer shall take place during the Annual Meeting at such time as designated by the Board of Directors. The Region Directors, Allied Partner Director, and Past President Director will be ratified at the Annual Meeting of the Association for their respective terms as set forth in Article IV, A) hereinabove, or until their successors are duly elected and qualified.

**F)** Votes by mail or votes received electronically (email with a time stamp or website voting services) on any matter pertaining to the Association will be counted provided that they are submitted on a written ballot provided by the Association, strictly following the instructions provided, and received by the Association on or before the stated deadline.

## **ARTICLE VI - MEETINGS OF THE ASSOCIATION**

**A)** The time and place of any Annual Meeting or specially called meeting shall be determined by the Board of Directors of the Association. At least thirty (30) days' notice via mail and electronic means shall be given to the membership for meetings of members.

**B)** The purpose of the Annual Meeting of members is to elect Officers and elect or ratify Directors of the Association.

**C)** Special meetings shall be held when called by the Chairman of the Board, the President, by the request of 10% of the voting membership, or a majority of the Region Directors, made in writing, and stating the purpose. Such request must be delivered to the President with a copy to the Secretary/Treasurer. Except in cases of emergency, as determined by the Officers of the Association, notice of a Special Meeting must be sent to each member at least ten (10) days in advance of the meeting and must state the purpose for which the meeting is to be called. Only such business as is set forth in the notice shall be acted upon at a Special Meeting.

**D)** Ten (10) percent of the voting members in good standing shall constitute a quorum at any meeting of members.

**E)** The proceedings of all meetings of the Association shall be governed by and conducted in accordance with the latest edition of ROBERT'S RULES OF ORDER NEWLY REVISED in all cases

in which they are not inconsistent with these Bylaws and any special rules of order, which the Association may adopt.

## **ARTICLE VII – ETHICS**

The Association subscribes to the Code of Ethics of the National Pest Management Association, which Code is adopted as part of this instrument, and is hereby incorporated by reference herein. The Board may from time to time adopt other pronouncements, policies, and procedures to help members understand and follow the above-referenced Code of Ethics.

## **ARTICLE VIII – DISSOLUTION**

The Association shall use its funds only to accomplish the objects and purposes specified in its Articles of Incorporation and Bylaws, and no part of said funds shall inure or be distributed to members of the Association. On dissolution of the Association, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

## **ARTICLE IX - INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Section 1. RIGHT TO INDEMNIFICATION. Each person who was or is made a party or is threatened be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “proceeding”), by reason of the fact that they are or were a Director or an Officer of the Association or are or were serving at the request of the Association as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (an “indemnitee”), whether the basis of such proceeding is alleged action in an official capacity as a Director, Officer, employee or agent or in any other capacity while serving as a Director, Officer, employee or agent, shall be indemnified and held harmless by the Association to the fullest extent authorized by the Georgia Nonprofit Corporation Code (“GNCC”), as the same exists or may hereafter be amended (but, in the case of such amendment, only to the extent that such amendment permits broader indemnification rights than such law permitted the Association to provide prior to such amendment), against all expense, liability and loss of every kind whatsoever (including without limitation attorneys’ fees, expert witness fees, litigation expenses, travel, food, lodging, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith as determined by the Board in good faith; provided, however, that, except as provided in Section 3 of this Article with respect to proceedings to enforce rights to indemnification, the Association shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board. Notwithstanding anything in these Bylaws to the

contrary, no indemnitee shall enter into a binding agreement of settlement unless such settlement has been approved in writing by the Board, which approval shall not be unreasonably withheld. In the event an indemnitee enters into a settlement agreement without such approval, the Association shall be relieved of any obligation to indemnify and hold such indemnitee harmless hereunder.

Section 2. RIGHT TO ADVANCEMENT OF EXPENSES. The right to indemnification conferred in Section 1 of this Article shall include the right to be paid by the Association the expenses (including attorneys' fees) incurred in defending any such proceeding in advance of its final disposition (an "advancement of expenses"); provided, however, that, if the GNCC requires, an advancement of expenses incurred by an indemnitee in their capacity as a Director or Officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Association of an undertaking (an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 2 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections 1 and 2 of this Article shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the indemnitee's heirs, executors, and administrators.

Section 3. RIGHT OF INDEMNITEE TO BRING SUIT. If a claim under Section 1 or 2 of this Article is not paid in full by the Association within sixty (60) days after a written claim has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the Association shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the GNCC or these Bylaws. Neither the failure of the Association (including its Board, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the GNCC, nor an actual determination by the Association (including its Board, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by

the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article or otherwise shall be on the Association.

Section 4. NON-EXCLUSIVITY OF ARTICLE. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a Director or Officer seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, any statute, agreement, vote of members or disinterested Directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. INSURANCE. The Association shall have the right to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by them in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify such person against such liability under applicable law.

Section 6. INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE ASSOCIATION. The Association may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Association to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Association.

Section 7. MULTIPLE CLAIMS. Notwithstanding anything in this Article to the contrary, in the event (i) an indemnitee is made a party to, is threatened to be made a party to or is otherwise involved in a proceeding; (ii) such proceeding involves multiple claims or causes of action with respect to such indemnitee; and (iii) a final adjudication is made that such indemnitee is not entitled to be indemnified under Section 1 of this Article with respect to one or more of such claims or causes of action (the "disallowed claims"), then (a) the Association shall be relieved of any indemnification obligation under Section 1 of this Article with respect to any expenses, liabilities or losses attributable to the disallowed claims (as reasonably determined by the Board in its discretion); (b) the indemnitee shall only be obligated to repay all amounts advanced by the Association with respect to the disallowed claims pursuant to Section 2 of this Article (as reasonably determined by the Board in its discretion); and (c) the indemnitee shall not be entitled to recover that portion of the expense of prosecuting or defend a suit brought under Section 3 of this Article which relates to any disallowed claims.

Section 8. SEVERABILITY. The invalidity or unenforceability of any provision in this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

## **ARTICLE X – MAINTENANCE OF TAX-EXEMPT STATUS, CONFLICTS OF INTEREST**

The affairs of the Association at all times shall be conducted in such a manner as to assure the Association's status as an organization qualifying for exemption from taxation pursuant to Code Section 501(c)(6). Without limiting the generality of the foregoing, the Association shall and does hereby adopt, and all Directors, Officers, and committee members shall be subject to, the Conflict of Interest Policy attached hereto as Exhibit A and incorporated herein by this reference.

## **ARTICLE XI - ANTITRUST**

The Association shall adopt guidelines for its meetings stating that when competitors or potential competitors come in contact with each other, they must be especially conscious of their responsibilities under the federal antitrust laws. Among other things, these laws prohibit price-fixing, agreements to divide geographic markets, agreements to allocate customers, and collective refusals to deal (boycotts). Such guidelines shall be periodically reviewed by legal counsel, and updated if deemed appropriate.

## **ARTICLE XII - CORPORATE SEAL**

The seal herein impressed hereon is hereby adopted as the corporate seal of the Association.

## **ARTICLE XIII – AMENDMENTS OF BYLAWS**

The Bylaws may be revised, altered, or amended through the following process. Proposed changes to the Bylaws will be brought before a called meeting of the Board of Directors by the chairperson of the Bylaws Committee. Any member in good standing may also bring proposed changes before a specially called meeting of the Board of Directors. In any case, the Board of Directors must be provided a ten (10) business day written notice, in advance of the meeting of the proposed changes.

The Board of Directors shall vote to accept, not accept, or change the proposed amendment by two-thirds (2/3) vote of those members present and voting.

A favorable vote concerning the proposed changes on the part of the Board of Directors shall be submitted at the next scheduled or specifically called meeting of the general membership.

A two-thirds (2/3) favorable vote of those present and voting is required for adoption, rejection, or change in the amendments. A fifteen (15) business day written notice of the proposed amendment changes must be made to all the general membership prior to the

meeting. Changes to Bylaws are effective immediately. Any proposed changes to the Articles of Incorporation of the Association must be submitted to a Bylaws Committee for their review.