

BYLAWS

of the Dallas Area Tandem Enthusiasts doing business as (dba) DOUBLE DATES

ARTICLE I--NAME

The name of the non-profit organization (club) is the Dallas Area Tandem Enthusiasts dba DOUBLE DATES, hereinafter referred to as "DATES".

ARTICLE II--OFFICES

The office and principal place of business of DATES shall be in the State of Texas at such place as the Board of Directors may from time to time determine by resolution.

ARTICLE III--OBJECT

The object or objects for which DATES is organized are:

- (a) To unite into a common organization those individuals who are tandem bicyclists and/or those who share a common interest in tandem bicycling in and around the Dallas/Ft. Worth Metroplex;
- (b) To promote and provide a medium of frequent formal and informal exchange of ideas, tips, techniques, and sources of bicycling related products and other related issues through a newsletter directed for individuals with an interest in tandem bicycles; and
- (c) To provide a medium for social interaction between DATES members through meetings, organized rides, and other cycling-related activities.

ARTICLE IV--MEMBERSHIP

Section 4.1 MEMBERSHIP CLASSIFICATIONS

DATES shall have a single classification of membership of those individuals meeting the eligibility criteria.

Section 4.2 ELIGIBILITY

Membership is voluntary and open to any person not suspended or expelled from DATES under the terms of these Bylaws or otherwise disqualified by the terms of the Bylaws, who submits an application properly filled out in such form as the Board of Directors shall prescribe and upon payment of the annual dues, if any. Membership for persons under 18 years of age will require the consent of a parent or guardian.

Section 4.3 ANNUAL DUES

The Board of Directors may determine from time to time the annual dues payable, if any, by members. All members shall pay dues annually in accordance with the procedures established by the Board of Directors. Members will be notified of the membership renewal date. However, failure to give such notice will not relieve the member from payment of dues.

Section 4.4 TERMINATION OF MEMBERSHIP

- (a) **SUSPENSION OR EXPULSION.** Any member may be suspended or expelled, by a majority vote of the Board of Directors, for violation of any of the Bylaws or rules of DATES, provided a statement of charges is mailed by registered mail to the member under charges at his last recorded address at least fifteen (15) days before final action is taken thereon; this statement shall be accompanied by a notice of the time, when, and place, where the Board of Directors is to take action. The member shall be given an opportunity to present a defense at the time and place mentioned in said notice.

- (b) FAILURE TO PAY DUES.** When any member will be in default in payment of dues or other fees for a period of three (3) months from the member's annual renewal date or such other period for which such fees become payable, his membership shall automatically be terminated.

ARTICLE V--OFFICERS AND AGENTS

Section 5.1 OFFICERS

The officers of DATES shall be:

- (a)** DATES Coordinator, Ride Coordinator, Newsletter Editor, Secretary, Treasurer, and Membership Coordinator. The above six (6) teams shall make up the Board of Directors of DATES. These officers shall perform the duties prescribed by these Bylaws.
- (b)** Such other elected or appointed officers, assistant officers and agents, as the Board of Directors deems necessary.

In the event the DATES COORDINATOR team is unable to fulfill their duties, the Treasurer, Ride Coordinator, Membership Coordinator, Newsletter, and then the Secretary, in that order, will perform the duties.

Section 5.2 ELECTION AND TERM OF OFFICE

The officers of DATES shall be elected annually by the general membership at the annual meeting. Their term of office shall begin March 1 following the election and end on last day of February. Each officer shall hold office until his successor shall have been duly elected and installed or until his death, resignation, or removal. No decrease in the number of officers or Directors shall have the effect of shortening the term of any incumbent officer or Director.

Section 5.3 NOMINATING COMMITTEE

A nominating committee may be established by DATES prior to the annual meeting of the members. The purpose of this committee is to qualify and nominate candidates for the club offices. The Nominating Committee shall publish and distribute their nominations prior to the annual meeting. Before the election at the annual meeting, additional nominations from the floor shall be permitted. Members of the Board of Directors may not serve on the Nominating Committee.

Section 5.4 QUALIFICATION

Each officer and Director must be a member of DATES.

Section 5.5 LIMITATION OF CONCURRENT OFFICES

No person may hold more than two (2) offices at the same time.

Section 5.6 COMPENSATION

The Board of Directors may by resolution authorize reimbursement of expenses incurred in the performance of their duties. Such authorization may prescribe procedures for approval and payment of these expenses. They may also, by resolution, authorize payment of a fixed sum for attendance at each Director's meeting or a stated salary for each Director, Officer or Agent of DATES.

Section 5.7 REMOVAL

Any officer or Director elected by the members may be removed by a vote of a majority of the members present whenever the membership determines that the best interest of DATES would be served by such removal. The contract rights of a removed person shall not be prejudiced by such removal. Election or appointment of an officer or agent shall not, in and of itself, create contract rights.

ARTICLE VI--DUTIES OF OFFICERS

Section 6.1 DATES COORDINATOR

It shall be the duty of the DATES COORDINATOR team to preside at all membership meetings of DATES, to call any meetings of DATES or it's Officers/Directors, to coordinate the affairs of DATES, and to appoint and/or remove all committees ordered by the Board of Directors. They shall make a report to the general

membership at each regular meeting. They serve as Chairman of the Board of Directors. The DATES COORDINATOR team shall be responsible for coordinating all of DATES social activities except for the rides.

Section 6.2 TREASURER

The Treasurer team shall be responsible for preparing and monitoring the budget, making recommendations to the Board of Directors on financial matters, and monitoring and auditing all funds collected and disbursed by DATES, and make a Summary report of financial position to the general membership.

The Treasurer team shall cause all reports required by law to be properly kept and filed, collect and keep account of all moneys received and expended by the organization, deposit sums in the name of the organization. The Treasurer team shall be responsible for disbursing funds for payment of obligations of the organization, and any other such duties assigned by the Board of Directors.

Section 6.3 RIDE COORDINATOR

The Ride Coordinator team shall be responsible for planning and coordinating all of DATES ride activities, except those which are Special Events, and takes on special assignments as requested by the DATES COORDINATOR team.

Section 6.4 MEMBERSHIP COORDINATOR

The Membership Coordinator team shall receive and process all membership applications, forwarding all moneys received to the Treasurer. The Membership Coordinator team shall be responsible for all press releases, to develop and coordinate efforts to attract and retain members, maintain a current list of members, maintain an up-to-date membership information sheet and for any other special assignments as may be designated by the DATES COORDINATOR team.

Section 6.5 NEWSLETTER EDITOR

The NEWSLETTER EDITOR team is responsible for the publishing and distribution of DATES monthly newsletter and takes on special assignments as requested by the DATES COORDINATOR team.

Section 6.6 SECRETARY

The Secretary team shall be responsible for taking minutes at meetings of members and of the Board of Directors, maintaining a file of DATES minutes, and cause all notices required to be duly given.

ARTICLE VII--MEETINGS

Section 7.1 REGULAR MEETING

The regular membership meeting shall be held periodically as set by the Board of Directors. The announcement shall be made in DATES Newsletter, stating the date, time and place of the meeting, the general nature of the meeting, and shall be mailed or delivered to the general membership prior to the meeting.

Section 7.2 ANNUAL MEETING

The annual meeting of the members of DATES shall be the regular meeting held in January/February of each year at the time and place prescribed by the Board of Directors. The members shall elect officers at the annual meeting and conduct such other business as shall properly come before it. If the annual meeting of the membership is not held by such date, the election of officers may be held at any meeting of the membership thereafter called pursuant to these bylaws.

Section 7.3 QUORUM

Ten teams of DATES members shall constitute a quorum at each meeting of members. A team can be represented by as few as one (1) of the members, for this purpose. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting.

Section 7.4 VOTING PROCEDURE

Members eligible to vote may cast their vote in person or by absentee ballot. Votes may be taken by voice, show of hands, or ballot. A simple majority vote rules. Each individual member of DATES may cast one (1) vote. Thus each two (2) person team has two (2) votes. Individual members will have one (1) vote.

ARTICLE VIII--BOARD OF DIRECTORS

Section 8.1 COMPOSITION

The elected officers of DATES shall constitute the Board of Directors.

Section 8.2 GENERAL POWERS

The Board of Directors shall have general supervision of the affairs of DATES between its business meetings, fix the hour and place of meetings, make recommendations to DATES, and shall perform such other duties as are specified in these Bylaws. The Board of Directors shall be subject to the orders of DATES, and none of its acts shall conflict with action taken by DATES.

Section 8.3 MEETINGS

Meetings of the Board of Directors shall be held at such time and place as determined by the Board of Directors. Any DATES member may attend these Board of Directors meetings.

Section 8.4 TELEPHONE AND SIMILAR MEETINGS

Officers and Directors may participate in and hold a meeting by means of conference telephone, or similar communications equipment by means of which all persons participating in the meeting can communicate with each other.

Section 8.5 QUORUM

A majority of the currently elected and acting Directors shall constitute a quorum at any meeting of the Board.

Section 8.6 INFORMAL ACTION

Any activity that might normally be taken at a meeting of Directors may be taken without a meeting if:

- (a) All Directors have been notified of the subject in advance;
- (b) A written record of the Directors voting in favor of the subject is obtained; and
- (c) A written confirmation of any approved actions is sent to all Directors.

Telephone conference calls or e-mail may be used to conduct Board of Directors activities provided the conditions above are met.

Section 8.7 VACANCIES

Any vacancy occurring on the Board of Directors, any directorship to be filled by reason of an increase in the number of Directors, and any elected office, shall be filled by majority vote of the Board of Directors. A Director elected to fill a vacancy shall be elected for the remaining term of his predecessor in office.

Section 8.8 CONFLICT OF INTEREST

If a transaction is fair to DATES at the time it is authorized, approved, or ratified, the fact that an officer or Director of DATES is directly or indirectly a party to the transaction is not grounds for invalidating the transaction. In a proceeding contesting the validity of such a transaction, the person asserting validity has the burden of proving fairness unless:

- (a) The material facts of the relationship or interest of each Director is known or disclosed to the Board of Directors, and the Board authorizes or ratifies the contract, act or transaction by the affirmative votes of a majority of the disinterested Directors present, even though the disinterested Directors is less than a quorum.
- (b) The material facts of the relationship or interest of each Director is known or disclosed to the members entitled to vote, if any, and they authorized, approved or ratified the contract, act or transaction without counting the vote of any member who is an interested Director.

The presence of a Director who is directly or indirectly a party to such a transaction, or a Director who is otherwise not disinterested, may be counted in determining whether a quorum is present but may not be counted when the Board of Directors takes action on the transaction.

A Director is indirectly a party to the transaction if the other party to the transaction is an entity in which the Director has a material financial interest or of which the Director is an officer, director or general partner.

This provision shall not be construed to invalidate a contract, act, or transaction that would be valid in the absence of this provision.

ARTICLE IX--COMMITTEES

Section 9.1 COMMITTEES

The Board of Directors may create one or more committees comprised of DATES members. All committee members shall serve at the pleasure of the Board. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors provided. However, a committee may not act as follows:

- (a) Adopt a plan for the distribution of the assets of DATES or for dissolution;
- (b) Approve or recommend to members any act required by statute to be approved by members;
- (c) Fill vacancies on the Board or any of its committees;
- (d) Elect, appoint, or remove any officer or Director or member of any committee, or fix the compensation of any member of a committee;
- (e) Adopt, amend, or repeal the Bylaws or the Articles of Incorporation of DATES;
- (f) Adopt a plan of merger or adopt a plan of consolidation with another association, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of DATES; or
- (g) Amend, alter, repeal, or take action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered, or repealed by action of a committee.

Section 9.2 CHAIRPERSON

One member of each committee shall be appointed chairperson.

Section 9.3 VACANCIES

Vacancies in the membership of any committee shall be filled by appointments made in the same manner as provided in the original appointments.

Section 9.4 QUORUM

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee 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.

Section 9.5 RULES

Each committee may adopt rules for its own government as long as they are consistent with these Bylaws or with rules adopted by the Board of Directors.

Section 9.6 AUDITING COMMITTEE

The DATES COORDINATOR team shall appoint an Auditing Committee composed of two (2) officers excluding the Treasurer. It shall be the duty of this committee to audit the Treasurer's accounts at the close of the fiscal year and to report at the annual meeting.

ARTICLE X--FISCAL MATTERS

Section 10.1 GENERAL

DATES may use its funds only to accomplish the objectives and the purposes specified by the Bylaws. No part of its funds will benefit or be distributed to the members of DATES.

Section 10.2 BOOKS AND RECORDS

DATES shall keep correct and complete books and records of account and shall also keep minutes of the proceeding of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep a record of the names and addresses of the members entitled to vote. The Board of Directors shall maintain current, true, and accurate financial records with full and correct entries made with respect to all financial transactions of DATES, including all income and expenditures, in accordance with generally accepted accounting principles. All records, books, and annual reports of the financial activity of DATES shall be kept for at least three years after closing of such fiscal year. Any member or his agent or attorney may inspect all books and records of DATES for any proper purpose at any reasonable time.

Section 10.3 ANNUAL STATEMENT

The Board of Directors shall prepare, or cause to be prepared, a full and clear statement of the financial activity of DATES, including a statement of support, revenue and expenses, and changes in fund balances, a statement of financial expense, and balance sheets, for all funds for the last fiscal year and for the prior fiscal year, all prepared in conformity with accounting standards as promulgated by the American Institute of Certified Public Accountants.

Section 10.4 FINANCES

- (a) This is a non-profit organization. Entry fees and other moneys received will be spent carrying out the stated objectives of DATES.
- (b) The expenditure of DATES funds must be approved by the DATES COORDINATOR team. The Treasurer shall maintain a record of expenditures substantiated by receipts.
- (c) DATES shall be empowered to participate in fund raising activities.
- (d) All funds of DATES will be deposited from time to time to the credit of DATES in such banks, trust companies, or other depositories as the Board of Directors may select.
- (e) Only members of the current Board of Directors may authorize a withdrawal from these accounts. Each withdrawal requires approval by two Directors of DATES.
- (f) The Treasurer shall initiate all transactions involving these accounts.
- (g) Upon request, any member may receive a record of expenditures for this account.

Section 10.5 FISCAL YEAR

The fiscal year of DATES shall be fixed by the Board of Directors.

Section 10.6 MATERIAL PROPERTY

Material property that may be obtained by DATES in its name, will be controlled and the responsibility of the DATES COORDINATOR team or other personnel so designated by the Board of Directors. All such material property shall be used only for the benefit of DATES and shall not be used for the personal benefit or gain of the appointed caretaker or any third party. The DATES COORDINATOR team shall report to the membership, at least once a year, the current status and location of all material property belonging to DATES.

Section 10.7 GIFTS

The Board of Directors may accept on behalf of DATES any contribution, gift, bequest, or device for the general purposes or for any specific purpose of DATES.

Section 10.8 DISSOLUTION

In the event of the liquidation or dissolution of DATES, whether voluntarily or involuntarily, no member will be entitled to any distribution or division of its remaining property nor its proceeds. The balance of all money and other property received by DATES from any source, after the payment of all debts and obligation of DATES, will be distributed to a non-profit organization voted upon by a majority of the members present for a

vote of dissolution and in accordance with the applicable law and exclusively for purposes therein set forth with the intendment of Section 501(c) of the Internal Revenue Code 1954 and the regulations there under as the same now exist or as they be hereafter amended from time to time.

ARTICLE XI--INDEMNIFICATION

Section 11.1 COVERAGE

By determination of the Board of Directors, DATES may:

- (a) Indemnify any person who was or is a named defendant or respondent, or is threatened to be made a named defendant or respondent to any potential, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, employee or agent of DATES, or is or was serving at the request of DATES as a director, officer, employee, agent, partner, or trustee of another corporation, partnership, joint venture, trust or other enterprise, against judgments, penalties including excise and similar taxes, fines, amounts paid in settlement, and reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with such action, suit or proceeding so long as he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of DATES and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful, and he was not guilty of negligence or misconduct in respect of the matter in which indemnity is sought. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not to be opposed to, the best interests of DATES, and, with respect to any criminal proceeding, had reasonable cause to believe that his conduct was not unlawful. A person shall not be indemnified in respect of any obligations resulting from a proceeding in which he is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's official capacity or in which he is found liable to DATES.
- (b) Pay, in advance, any reasonable expenses, including court costs and attorney fees, which may become subject to indemnification under this article if DATES receives a written affirmation by the person receiving the payment of his good faith belief that he has met the standard of conduct necessary for indemnification, and it is determined that the facts then known would not preclude indemnification and the person receiving the payment undertakes, in writing, to repay, if it is ultimately determined that he is not entitled to indemnification under this article; or
- (c) Pay or reimburse expenses incurred by a person who is or was a director, officer, employee or agent of DATES, or is or was serving at the request of DATES as a director, officer, employee, agent, partner, or trustee of another corporation, partnership, joint venture, trust or other enterprise in connection with his appearance as a witness or other participation in any potential, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, at a time when he is not a named defendant or respondent in the proceeding.

Section 11.2 LIMITATION

A Director, officer, employee, or agent of DATES shall be indemnified under this article against reasonable expenses, including attorney fees, actually incurred by such person only to the extent that person has been successful, on the merits or otherwise, in defense of any action, suit, or proceeding by or in the right of DATES, or in defense of any claim, issue or matter therein.

Section 11.3 PERMISSIBILITY

A determination as to the permissibility of indemnification must be made:

- (a) By a majority vote of a quorum of Directors who at the time of the vote are not named defendants or respondents in the proceeding;

- (b) If a quorum of directors cannot be obtained, by a majority vote of a committee of the Board of Directors consisting solely of two or more Directors who are at the time of the vote not named defendants or respondents in the proceeding, designated to act in the matter by a majority vote of all the Directors; or
- (c) By special legal counsel selected by a majority vote of the Board of Directors, whether or not there is a quorum, or a committee of the Board as designated in this section.

Section 11.4 AUTHORIZATION

Authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible except that if special legal counsel makes the determination that indemnification is permissible, then authorization of indemnification shall be by one of the other methods.

Section 11.5 REASONABLENESS

A determination as to the reasonableness of expenses shall be made in the same manner as the authorization of indemnification.

Section 11.6 NON-EXCLUSIVITY

The indemnification provided by this article shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of the disinterested Directors, or otherwise.

Section 11.7 CONTINUATION

The indemnification and advance payment provided by this article shall continue as to a person who has ceased to hold a position as a Director, officer, employee or agent of DATES, or as a director, officer, employee, agent, partner, or trustee of another corporation, partnership, joint venture, trust or other enterprise, serving at the request of DATES, and shall inure to his heirs, executors and administrators.

Section 11.8 INSURANCE

DATES may purchase and maintain insurance on behalf of any person who holds, or who has held, any position as a director, officer, employee or agent of DATES, or as a director, officer, employee, agent, partner, or trustee of another corporation, partnership, joint venture, trust or other enterprise, serving at the request of DATES, against any liability incurred by him in any such position, or arising out of his status as such, whether or not DATES would have power to indemnify him against such liability under this article.

ARTICLE XII--AMENDMENTS TO BYLAWS

These Bylaws may be amended at any meeting of DATES by a two-thirds vote of members present, provided that the amendment has been submitted in writing at the previous meeting.