**By-Laws**

 **of**

**North America Outdoors, Inc.**

As amended and restated on \_\_\_\_\_\_\_\_\_\_\_\_\_2024

 by a vote of the Membership at the Annual Meeting in \_\_\_\_\_\_

**ARTICLE I NAME:**

The trade name of the corporation shall be America Outdoors Association, hereinafter referred to as "the Association".

**ARTICLE II PURPOSES:**

The purpose of the Association shall be to grow, protect and support America’s outfitting businesses. The Association shall endeavor to improve members’ profitability, ensure a fair and reasonable regulatory environment, and enhance members’ ease of doing business.

**ARTICLE III MEMBERSHIP:**

**Section 1**. Classes of Members. Classification of memberships in the Association shall be:

a. Outfitter: An individual (acting as a sole proprietor), partnership, firm, corporation, association, or other entity engaged in supplying services or equipment and soliciting customers for outdoor recreation experiences, which provides these services on no less than thirty days per year, and which acknowledges that it meets the qualifications for membership.

b. Vendor: Any individual or business that sells products or services to members.

c. Honorary: An individual who has contributed in an exceptional manner to the Association or the outfitting industry but who is no longer active and qualified for other types of membership, and upon whom the Board of Directors has voted to confer such status.

 d. Affiliate Organization: An organization with complementary interests that meets the terms and conditions established by the Board of Directors for Affiliate Organizations.

**Section 2**. Experience, Benefits, Privileges. The Board of Directors shall determine the level of experience necessary for membership and the benefits and privileges of each class of membership.

 **Section 3**. Qualifications for Membership. In addition to the requirements implied by their specific class of membership, each member must undertake in writing to:

a. Abide by the America Outdoors Association’s code of ethics as it is applicable to their operation;

b. Pay dues by the deadline established by the Board of Directors;

c. Support the mission and purposes of the America Outdoors Association; and

d. Meet any additional qualifications that the Board of Directors has determined to be appropriate for a given class of membership.

**Section 4**. Applying for Membership. A prospective member shall submit its application on a form approved by the Board of Directors to the Executive Director who may designate another individual to review and recommend action on the application.

**Section 5**. Action on Application. The Executive Director shall approve an application for membership if he or she determines that the applicant has met the requirements of Sections 1 and 3 of this Article. The Executive Director shall notify the applicant of acceptance or, in the case of rejection, any deficiencies in the application. The applicant shall have an opportunity to correct any deficiency and resubmit its application for approval.

**Section 6**. Contact Information. Each member shall be responsible for informing the Association of any changes in contact information.

**Section 7**. Term of Membership. Membership in the Association shall be annual for outfitter and vendor members. Affiliate and honorary memberships shall continue indefinitely unless revoked. The Executive Director shall have discretion to provide relief to account for situations in which a term of an outfitter or vendor membership is not a full twelve months.

**Section 8.** Loss of Membership. Members shall automatically lose their membership and membership privileges, including the right to vote in elections, for one of the following reasons:

1. Non-payment of dues when such dues remain unpaid for 30 days after the deadline established by the Board of Directors;
2. Failure to meet the requirements of their particular class of membership set out in Section 2 of this Article;
3. A violation of the code of ethics; or
4. Any other reasonable cause.

Provided that in the case of Section 8 b, c and d of this Article, the Executive Director or any member of the Executive Committee shall have first tentatively determined that a member’s action or inaction meets the stated reason for termination, and the Executive Director has informed the member reasonably in advance of the proposed termination of the basis thereof and provided the member with an opportunity to respond to the proposed action unless circumstances prohibit notification. Upon consideration of any submission by the member, the Executive Committee may by a two-thirds majority vote terminate the member. The Executive Director shall expeditiously notify in writing the member of the decision of the Executive Committee. In the case of a decision to terminate, the member may submit an appeal in writing to the Board of Directors through the President or a Vice-President stating why its membership should not be terminated. The Board shall consider such submission and may override the decision of the Executive Committee upon a two-thirds majority vote.

**Section 9**. Reapplication. Any member that has been terminated under Section 8 of this Article may reapply for membership provided it corrects any deficiencies giving rise to its prior termination.

**Section 10**. Resignation and Termination. Any member may resign by filing a written resignation with the Executive Director. Resignation shall not relieve a member of unpaid dues or other charges previously accrued.

**ARTICLE IV MEETINGS OF MEMBERS:**

**Section 1**. Annual Membership Meeting. An annual meeting of members shall be held at a time and place designated by the Board of Directors, provided that under normal circumstances the meeting shall occur at the annual convention. The annual meeting may also be held via electronic media provided such means are reasonably available to all members.

**Section 2.** Additional Meetings. The President or a majority of the members of the Board of Directors may upon reasonable notice call additional meetings of members. Such meetings may be held by any means of communication including electronic media provided that such means are reasonably available to a majority of members.

**Section 3.** Issues Subject to Voting. The Board of Directors shall determine the nature of the issues subject to the vote by the general membership at any annual or special meeting unless otherwise specified by these Bylaws.

**Section 4**. Voting Rights. The voting rights of each class of member on issues properly before the membership are as follows:

1. Outfitter: each dues-paying member in good standing shall have one vote;
2. Vendor: each dues-paying member in good standing shall have one vote;
3. Honorary: a member shall not under any circumstances have voting rights; and
4. Affiliate Organization: a dues-paying member shall not ordinarily have voting rights, unless the Board in its sole discretion designates an at-large member seat to represent the interests of Affiliate Organizations, such seat to have one vote.

**Section 5**. Quorum. A majority of votingmembers present at any membership meeting together with those who vote electronically at such meeting shall constitute a quorum, provided that written notice of the meeting and proposed vote shall have been sent by mail or electronic media to the membership at least 14 days prior to the date of the meeting unless the Board of Directors has declared the meeting to be an emergency meeting. Once a member is present for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

**Section 6**. Lack of Quorum. If a quorum shall not be present or represented by proxy at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting to a different date, time or place without notice other than announcement at the meeting of the new time, date or place to which the meeting is adjourned. At any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

**Section 7.**  Voting. The Board shall determine the manner and form of voting and may allow voting by electronic means. The Board may require a voting member to present its voting credentials. Only members entitled to vote shall vote; non-members who may be present at a meeting shall not vote. Provided that a quorum exists under Section 5 of this Article, a simple majority of votes cast shall decide the outcome of the vote, except in the case of an amendment to the Bylaws, in which case the provisions of Article X shall apply. No member may have more than one vote although a member, in addition to its own vote, may vote for another voting member, provided it holds a proxy valid under Section 8 of this Article.

**Section 8**. Proxies. A member having voting rights may vote in person or by proxy. Such member may appoint a proxy to vote or otherwise act for it by signing an appointment either personally or by its attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. An appointment is valid for eleven (11) months unless another period is expressly provided in the appointment form. An appointment of a proxy is revocable by the member at any time.

**Section 9**. Action Without Meeting. Any action required or permitted to be taken at a meeting of members may be taken without a meeting provided that:

1. A majority of members entitled to vote sign a written document of consent that describes the action to be taken; and
2. The effective date of such action shall be the date the last document necessary to satisfy the requirement of Section 9(a) of this Article is received by the Association, unless all the documents of consent necessary to satisfy the requirement of Section 9(a) specify another date, which date may be before or after the date the last document of consent is received by the Association.

 Such action shall have the same effect as action taken at a meeting of members and may be described as such in any document. Any member that has signed a document of consent pursuant to this section may revoke such consent in a subsequent writing signed by such member stating that the member’s prior consent is revoked, provided that such revocation is received by the Association before the effective date as determined under Section 9(b) of this Article.

**ARTICLE V ELECTION OF OFFICERS AND DIRECTORS:**

**Section 1**. Terms of Office.

1. The terms for directors shall be three years. Upon completion of a term, an incumbent director shall be eligible to serve another term.
2. The terms for officers shall be three years. Officers shall be eligible to serve a total of two consecutive three-year terms in any one office, after which such officer shall be ineligible to serve in that office for one year. After such one-year period, such person shall again be eligible to a serve in that office.

**Section 2.** Nominating Committee. The President shall appoint a four-member nominating committee to place into nomination one name for each officer, at-large, and regional director. The Nominating Committee may solicit nominations based on qualifications that have been established by the Board of Directors consistent with the approved strategic plan and adhere to the residency and regional limitations set out in Article VI, Section 2. Nominees must be qualified members in good standing.

**Section 3**. Nomination of Officers and Directors. The nominating committee shall recommend nominees for officer and director positions to the Board of Directors. The Board shall confirm such nominees by a majority vote at the final Board of Directors meeting during the last year of the term of the respective departing officer or director prior to the meeting of members at which such nominees will be voted upon. If after being nominated, a nominee no longer meets the qualifications for the office or directorship, the nominee shall resign or be subject to dismissal by a majority vote of the Board. If the Board of Directors does not ratify a nominee, the Nominating Committee shall nominate another qualified candidate for confirmation.

**Section 4**. Election of Officers and Directors. Election of officers and directors will be held at the annual meeting by voice vote or by recorded written vote (including by electronic means) by the members actually or virtually present at the annual meeting. The election shall be determined by a simple majority provided a quorum exists. Voting may be by acclamation of the slate of directors and officers or by recorded vote for each individual seat if so called for by any voting member present. If upon voting the members do not elect a nominee to an officer or director position, the highest-ranking officer elected by the members shall preside and form a new nominating committee to nominate a candidate to fill the vacant position within 30 days of the original vote. The Board shall then vote on the nomination either in a special meeting or by electronic communication or conference call as determined by the presiding officer. The newly elected officer or director shall then serve until next annual meeting of members, at which time his or her election shall be put to a vote by the members.

 **Section 5**. Eligibility of Vendors. Vendor members may be nominated for only one at-large position on the Board of Directors and may hold one officer position provided they meet the qualifications of Section 8.

**Section 6.** Geographic Regions. The Board of Directors may establish the geographic regions from which to draw directors. Nominees for such regional directorships shall undertake to represent the interests of the entire membership as required by Article VI, Section 2.

**Section 7.** Qualifications of Officers and Directors. The Board of Directors determines the qualifications of officers and directors, consistent with the Bylaws. All candidates for officer and director positions must be current outfitter or vendor members in good standing. Candidates for the Board must undertake to abide by the duties of care, obedience and loyalty to the Association. and to the Association’s approved mission, goals and objectives, should they be elected. Once elected, each such director must continue to fulfill these qualifications and must not miss more than one annual meeting.

**Section 8.** Taking Office. New Officers and Directors shall take office immediately upon their election.

**Section 9**. Vacancies. The President may fill vacancies for officers, at-large, and regional Directors by nominating a qualified candidate to fill the remaining term of the vacancy. The nomination shall be confirmed by a majority vote of the Board. In the event that the President resigns or an event occurs that leaves the office vacant, the First Vice-President shall immediately succeed to the Presidency. If the First Vice-President is unable or unwilling to serve, the Second Vice-President shall succeed to the Presidency.

**ARTICLE VI BOARD OF DIRECTORS:**

**Section 1.** Number of Directors. The Board of Directors shall consist of no more than fifteen (21 ) directors.

**Section 2.** Board Demographics. The Board of Directors shall include up to thirteen (13) “at-large Directors” representing geographical, activity and economic diversity as determined by the Board, and up to five (5) members of the Executive Committee to be President, First Vice President, Second Vice President, Treasurer and Secretary. Directors shall represent the entire membership, not just the interest of their specific sector.

**Section 3.** Governance. The governance of the Association including, but not limited to, direction of its work, adoption of policies, and the control of its property and records shall be vested in the Board of Directors.

**Section 4**. Meetings of the Board of Directors. The Board of Directors shall meet at the annual convention and additionally as necessary. Special meetings of the Board of Directors may be called by the President, or at the request of a majority of the members of the Board of Directors upon providing at least fourteen (14) days advance notice, except in the case of an emergency when notice may be reasonably less taking into consideration the nature of the emergency. At any properly called meeting of the Board, the presence of a majority of all directors shall constitute a quorum. Motions on matters brought before the Board by a director shall be carried by a simple majority vote.

 **Section 5.** Matters Requiring Immediate Action. When matters arise that require action by the Board of Directors in advance of a scheduled Board meeting, the President may poll the directors individually by mail, telephone or electronic communications media and such matters shall be decided by majority vote. The President or Secretary or his designee shall keep a record of both the matters voted upon and th e outcome of the voting.

**Section 6.** Committees.

(a) The Board of Directors may create one or more formal committees, including, for example, finance, membership, and audit committees, in addition to the Executive Committee created under Article VIII. The Board shall appoint one or more members of the Board to the committee and, in addition, may appoint others who are not members of the Board to such committee. No committee may include a number of board members such as to constitute a quorum.The creation of a committee, and the appointment of Board members to it shall require the approval of a majority of all the directors in office when the action is taken, whether or not those directors constitute a quorum of the board.

 (b) The provisions of these Bylaws governing meetings, action without meeting, notice, waiver of notice, and quorum and voting requirements of the Board of Directors apply *mutatis mutandis* to all formal committees created by the Board.

(c) The creation of, delegation of authority to, or action by a formal committee of the Board does not alone constitute compliance by a director with applicable standards of conduct, including those set out in Article V, Section 7.

(d) The Board of Directors may from time to time create informal advisory committees to address specific matters of interest to or issues faced by the Board. In such cases, the Board may delegate to the President the authority to appoint the members of such committees and to sett out such committee’s goals and objectives.

**Section 7.** Membership Dues. The Executive Director shall each year propose to the Board of Directors the amount of annual dues for each class of membership applicable to the following year. Unless within 30 days of receipt of the Executive Director’s proposal, the Board votes to reject and revise such amounts, such amounts shall become the annual dues of the Association.

**Section 8**. Powers and Operational Management. The business, property, and affairs of the Association shall be managed by or under the direction of the Board of Directors. The Board of Directors shall have and may exercise all the powers of the Association to do all such lawful acts and things required by law or by these Bylaws. In the exercise of these powers, the Board of Directors, and each director individually, shall be protected by the Business Judgment Rule to the extent permitted by applicable law.

**Section 9.** Executive Director. The Board of Directors shall have the power to employ an Executive Director. The Executive Director shall oversee the day-to-day operations of the Association and its employees, if any, consistent with the mission, goals and objectives of the Association as determined by the Board of Directors and may perform other duties as established by the Board of Directors. The President shall oversee the performance of the Executive Director who shall serve as an employee at will. The Board of Directors may remove the Executive Director from office and terminate his or her employment by majority vote for any reason not prohibited by law.

**Section 10**. Resignation. A director may resign at any time by giving written notice of his or her resignation to any other director or (if the director is not also that officer) to the President or the Secretary. The resignation shall be effective when it is received by the other director, the President, or the Secretary, as the case may be, unless the notice of resignation specifies a later effective date. Acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

**Section 11**. Removal. Any director may be removed by the vote of a majority of the members in attendance either in person or by electronic media, but only for cause, at a meeting called for that purpose at which a quorum exists. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is the removal of the director. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

**Section 12**. Dismissal by the Board. The Board of Directors may, by vote of the majority of all directors in office, dismiss a director for failure to meet the qualifications set out in Article V, Section 7.

**Section 13**. Attendance by Electronic Media. One or more directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication including electronic media through which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

**ARTICLE VII OFFICERS:**

 **Section 1.** Officers. The officers of the Association shall consist of a President, a First

Vice-President, Second Vice President, Secretary, and Treasurer. The offices of Secretary and Treasurer may be held by the same person. All officers must be members of the Board of Directors.

**Section 2.** Duties of President. The President or his or her designate shall preside at all Association membership and Board of Directors meetings and perform all duties incidental to this office.

**Section 3.** Duties of Vice-Presidents. The Vice Presidents shall perform such duties as may be assigned by the President.

Section 4. Duties of Secretary. The Secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each board member, and assuring that corporate records are maintained. The Secretary may delegate some or all of these duties to the Executive Director or another individual, but, notwithstanding such delegation, the Secretary remains ultimately responsible for the accuracy of all records of Board activity.

**Section 5** . Duties of Treasurer. The Treasurer shall perform such duties as may be incidental to the office, subject to the direction of the Board of Directors. The Treasurer shall be responsible for overseeing financial reports, reviewing fiscal procedures and other financial matters and shall chair the finance committee, if any. The Treasurer shall assist in the preparation of the budget and plans for fundraising and make financial information available to members of the Board of Directors and to the public. The Treasurer shall report on financial matters at each Board meeting.

Section 6. Succession of Duties. In the absence or incapacity of the President, the First Vice-President shall perform the duties of the President unless those duties are assigned to another member of the Board of Directors. In the absence or incapacity of the President and the First Vice President, the Second Vice President shall act in the place of the President. In the absence or incapacity of the President and both Vice-Presidents, the Secretary shall act in his or her place. In the absence or incapacity of the President, both Vice-Presidents, and the Secretary, the Treasurer shall act in his or her place. In the absence of all officers, the Board shall choose a member of the Board of Directors to serve as interim President.

**Section 6**. Return of Records. At the expiration of the terms of office, officers shall deliver to the Board of Directors, all books, papers, records and property pertinent to their office.

**Section 7**. Resignation. An officer may resign such officer's position at any time by tendering such resignation in writing to the President or, in the case of the resignation of the President, to the Secretary or any such officer of the board. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon verified receipt of the resignation as provided for in Article XII. . .

**Section 8**. Voting Securities. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Association to attend and to act and vote at any meetings of security holders, partnerships, or corporations in which the Association may hold securities, and at such meetings shall possess and may execute any and all rights and powers incident to the ownership of such securities which the Association might have possessed and exercised if it had been present. The Board may from time to time by a resolution confer like powers upon any other person or persons.

**ARTICLE VIII EXECUTIVE COMMITTEE:**

**Section 1**. The Executive Committee shall consist of the President, both Vice-Presidents, Secretary, Treasurer, and one other person chosen by the President from the Board of Directors. A majority of the members of the Executive Committee shall constitute a quorum for the purposes of decision-making. A simple majority of the members present shall prevail on issues brought to a vote.

**Section 2**. Except as is otherwise stipulated in these Bylaws, the Executive Committee is empowered to act for the Board of Directors between Board meetings. The President or his designate shall, when practical, inform the Board of pending issues. To the extent practical, the President may provide opportunity for the Board to comment prior to a decision by the Executive Committee. The Board may review and affirm or rescind any decision by the Executive Committee at any called meeting as may be appropriate, but only after review of the potential legal or other consequences of such action are considered.

**ARTICLE IX PARLIAMENTARY PROCEDURE:**

 **Section** **1**. Unless otherwise expressly addressed in these Bylaws, all issues arising at meetings of the members or of the Board of Directors regarding the procedure to be followed in conducting meetings, entertaining motions, ruling on timeliness, putting issues to a vote, adjournment, and similar points of order shall be decided by the President, or, in his or her absence, the presiding officer as determined under Article VII, Section 6.

**Section 2**. By a vote of the majority of all directors, the Board of Directors may overrule a decision made by the President under Section 1 of this Article.

**ARTICLE X AMENDMENT OF THE BYLAWS:**

**Section 1**. These By-laws may be amended by two-thirds of the votes cast at an annual or special meeting of members called in accordance with Article IV or by a majority of the total number of votes entitled to be cast had all voting members attended such meeting, whichever is less, provided that the membership is notified by mail or electronic communication at least thirty days prior to the meeting that an amendment to the Bylaws will be on the agenda.

**Section 2**. Before an amendment may be submitted to the membership for a vote under Section 1, the Board of Directors must have by majority vote approved the proposed amendment.

**Section 3**. The Board of Directors may by majority vote amend the Bylaws solely for the purpose of making technical corrections, including corrections in punctuation, spelling and typographical errors, to the text.

**ARTICLE XI INDEMNIFICATION**

**Section1**. Mandatory Indemnification. To the maximum extent permitted by the provisions of Title 48 Sections 58-501, *et seq*., of the Tennessee Code (hereafter the “Act”), as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Section 1 which occur subsequent to the effective date of such amendment), the Association shall indemnify and advance expenses to any person who is or was a director or officer of the Association or to such person's heirs, executors, administrators and legal representatives, for the defense of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (any such action, suit or proceeding being hereinafter referred to for purposes of this Article as the "Proceeding"), to which such person was, is or is threatened to be made, a named defendant or respondent, which indemnification and advancement of expenses shall include counsel fees actually incurred as a result of the Proceeding or any appeal thereof, reasonable expenses actually incurred with respect to the Proceeding, all fines, judgments, penalties and amounts paid in settlement thereof, subject to the following conditions:

1. the Proceeding was instituted by reason of the fact that such person is or was a director or officer of the Association; and
2. the director or officer conducted himself or herself in good faith, and he or she reasonably believed:
3. in the case of conduct in his or her official capacity with the Association, that his or her conduct was in its best interest;

ii) in all other cases, that his or her conduct was at least not opposed to the best interests of the Association; and

(iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful.

The termination of a Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director, or officer did not meet the standard of conduct herein described.

**Section 2**. Determination of Right to Indemnification.

(a) Any indemnification requested by any Covered Person under Section 1 will be made no later than forty-five (45) days after receipt of the written request unless a determination is made within said forty-five (45) day period:

1. by a majority vote of directors who are not parties to such Proceedings, or
2. in the event a quorum of non-involved directors is not obtainable, at the election of the Association, by independent legal counsel in a written opinion, that such person is not entitled to indemnification hereunder.

(b) Notwithstanding a determination under Section 2 (a) of this Article that any person is not entitled to indemnification with respect to a Proceeding, such person shall have the right to apply to any court of competent jurisdiction for the purpose of enforcing such person’s right to indemnification pursuant to these Bylaws. Neither the failure of the Association (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that such person is entitled to indemnification hereunder, nor an actual determination by the Association (including its Board of Directors or independent legal counsel) that such person is not entitled to indemnification hereunder, will be a defense to the action or create any presumption that such person is not entitled to indemnification hereunder. The Association will indemnify any person against all expenses incurred in connection with any hearing or Proceeding under this Section 2(b) if such person prevails on the merits or otherwise in such Proceeding.

**Section 3**. Subrogation. In the event of payment under these Bylaws, the indemnifying party or parties will be subrogated to the extent of such payment to all of the rights of recovery of the indemnified person therefor and such indemnified person will execute all papers required and will do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the indemnifying party or parties to effectively bring suit to enforce such rights.

**Section** 4. Permissive Indemnification. The Association may, to the maximum extent permitted by the provisions of Title 49, Section 58-501, *et seq*., of the Act, as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Article which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Association , or to such person's heirs, executors, administrators and legal representatives, to the same extent as set forth in Section 1 of this Article, provided that the Proceeding was instituted by reason of the fact that such person is or was an employee or agent of the Association and met the standards of conduct set forth in Section 1(b)(i-iii) of this Article. The Association also may indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Association to the extent, consistent with public policy, as may be provided by the Charter, by these Bylaws, by contract, or by general or specific action of the Board.

**Section 5.** Non-Exclusive Application. The rights to indemnification and advancement of expenses set forth in Sections 1 and 4 of this Article are contractual between the Association and the person being indemnified, and such person's heirs, executors, administrators and legal representatives, and are not exclusive of other similar rights of indemnification or advancement of expenses to which such person may be entitled, whether by contract, by law, by the Charter, by a resolution of the Board, by these Bylaws, by the purchase and maintenance by the Association of insurance on behalf of a director, officer, employee or agent of the Association, or by an agreement with the Association providing for such indemnification, all of which means of indemnification and advancement of expenses are hereby specifically authorized.

**Section 6.** Non-Limiting Application. The provisions of this Article shall not limit the power of the Association to pay or reimburse expenses incurred by a director, officer, employee or agent of the Association in connection with such person's appearing as a witness in a Proceeding at a time when such person has not been made a named defendant or respondent to the Proceeding.

**Section 7** Prohibited Indemnification. Notwithstanding any other provision of this Article, the Association shall not indemnify or advance expenses to or on behalf of any director, officer, employee or agent of the Association, or such person's heirs, executors, administrators or legal representatives:

(a) if a judgment or other final adjudication adverse to such person establishes such person's liability for any breach of the duty of loyalty to the Association, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(b) in connection with a Proceeding by or in the right of the Association in which such person was adjudged liable to the Association; or

(c) in connection with any other Proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which such person was adjudged liable on the basis that personal benefit was improperly received by him or her.

**Section 8.** Repeal or Modification Not Retroactive. No repeal or modification of the provisions of this Article, either directly or by the adoption of a provision inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

**Section 9**. Insurance**.** The Association may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person’s status as such, whether or not the Association would have the power or obligation to indemnify such person against such liability under this Article.

**ARTICLE XII NOTICES AND WAIVER OF NOTICE**

The notices provided for in these Bylaws shall be communicated in person, by telephone, facsimile, telegraph, teletype, electronic or e-mail, or by mail or private carrier. Written notice is effective at the earliest of:

1. receipt;

(b) five (5) days after its deposit in the United States mail, if mailed correctly addressed and with first-class postage affixed thereon; or

(c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Whenever any notice is required to be given to any director, officer, or committee member of the Association under the provisions of these Bylaws, the Charter, or the Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIII TERMINATION OF THE ASSOCIATION**

The Outfitter and Vendor Members shall have the authority to terminate the Association, by the written consent of all members in accordance with Title 48, Chapter 57-104 of the Act or by either:

(a) two-thirds of the votes cast at an annual or special meeting of members called in accordance with Article IV; or

(b) by a majority of the total number of votes entitled to be cast had all voting members attended such meeting, whichever is less;

Provided that as to both (a) and (b) above:

(1) The Board of Directors shall have by majority vote recommended dissolution unless the Board has determined that because of conflict of interest or other special circumstances it should make no recommendation and has communicated the basis for its determination to the members;

(2) Notice of the proposed meeting of members shall have stated that the purpose or one of the purposes of the meeting shall have been to consider dissolving the Association and shall have contained a copy or summary of the plan of dissolution; and

(3) The plan of dissolution shall have indicated to whom the assets owned or held by the Association will be distributed after all creditors have been paid.

In such event, after paying, or making provision for the payment of, all liabilities of the Association then outstanding and unpaid, the Board of Directors shall, unless otherwise stated in the plan of distribution approved by the membership, distribute the assets of the Association to another non-profit corporation with similar purposes.

**ARTICLE XIV** **MISCELLANEOUS**

**Section 1**. Fiscal Year. The Board of Directors may, by resolution, adopt a fiscal year for the Association.

**Section 2**. Receipt of Notices. Notices, writings consenting to action, and other documents or writings shall be deemed to have been received by the Association when they are received:

* 1. At the registered office of the Association in the State of Tennessee;
	2. At the principal office of the Association (as that office is designated in the most recent document filed by the Association with the Secretary of State for the State of Tennessee designating a principal office) addressed to the attention of the Secretary of the Association;
	3. By the President or Secretary of the Association wherever such officer is found; or

(d) By any other person authorized from time to time by the Board of Directors, the President, or the Secretary to receive such writings, wherever such person is found.

**Section 3**. Conflicts. In the event of any irreconcilable conflict between these Bylaws and either the Association's Articles of Incorporation or applicable law, the latter shall control .

**Section 4**. Definitions. Except as otherwise specifically provided in these Bylaws, all terms used in these Bylaws shall have the same definition as in the Act, as amended.

**Section 5**. Waiver. No restriction, condition, obligation or provision contained in these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 6**. Severability. The invalidity of any provision or provisions of these Bylaws will not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of the Bylaws, and in such event, all of the other provisions of these Bylaws will continue in full force and effect as if such invalid provision had not been included in these Bylaws.