

# **BYLAWS OF QUIMPER EVENTS COLLECTIVE**

*Henceforth referred to as “the Collective”*

## **ARTICLE 1. OFFICES**

The principal office of the Collective shall be located at its principal place of business or such other place as the Board of Directors (“Board”) may designate. The Collective may have such other offices, either within or without the State of Washington, as the Board may designate or as the business of the Collective may require from time to time.

## **ARTICLE 2. MEMBERSHIP**

### **2.1 Membership – Terms and Conditions**

a. Membership Criteria – The Board of Directors shall have the authority to establish detailed membership qualifications, dues, responsibilities, and privileges. The Board shall further have the right to revise such membership requirements from time to time in its sole discretion and without Member approval.

b. Initial Membership Requirements – Membership in the Collective shall be composed of professional individuals or entities that provide goods, services, or venues to events and/or weddings, the wedding and/or event industry, or wedding and/or event related events, on the Quimper Peninsula. Additionally, prospective Members must:

i. Member Businesses must be registered and conduct more than 50% of their business in Jefferson County, Washington.

ii. Complete and submit the online Membership application and accept the Collective’s Bylaws and other Terms and agree to abide by the Collective’s Code of Ethics;

- iii. Remit the initial Membership fee and annual Membership fee in the amount determined by the Board of Directors;
- iv. If a Business entity Member, be duly authorized to conduct business in the State of Washington and be in compliance with all state, county, and local licensing and regulatory requirements. Business entity Members must provide a valid Washington UBI number and/or tax ID number on the Membership application.
- v. Consent to receiving all notices and communications sent from the Collective, the Board of Directors or any individual Director or Officer thereof, via email and must provide a valid email address to the Collective upon making application for Membership. A Member is solely responsible for updating its email address with the Collective.

## **2.2 Member Code Of Ethics. Members of the Collective agree to abide by these ethical standards:**

- a. Conduct their business in a professional and ethical manner.
- b. Provide customers and prospective customers with timely, complete and unambiguous information about all prices, products and services, options and contract provisions.
- c. Communicate professionally with customers, potential customers, suppliers and other business contacts, returning telephone calls and answering letters and emails promptly.
- d. Respect intellectual property rights of others, including trademarks and copyrighted materials.
- e. Honor all contracts and other agreements with customers, suppliers and other business associates.

### **2.2.1 Diversity, Equity, and Inclusion. Members of the Collective agree that:**

- a. They will not discriminate based on race, color, religion, sex, national origin, ancestry, disability, marital, family, pregnancy status, sexual orientation, body size, gender identity, gender expression, veteran, or citizenship status.
- b. They support LGBTQ+ couples' right to marry, and are delighted to work with them.
- c. They strive to make their language and marketing inclusive of the above. (E.g. not directed at "The Bride" or "Bride and Groom" or "His and Hers".)

## **2.3 Business/Trade Names and Vendor Directory.**

A Member is entitled to use one UBI per membership for the purposes of participation in the Collective and enjoying the Collective benefits. Additional listings on the vendor directory for additional trade names may be subject to an additional fee as determined by the Board of Directors.

## **2.4 Voting and Other Membership Rights.**

In order to be eligible to vote as provided herein, hold office, or serve on a Committee, a Member must: meet all Membership requirements and criteria, be current on all Membership dues or fees; and be in good standing with the Collective. The Board of Directors shall have the authority to revise or amend this criteria in its sole discretion.

- A. Each Member is permitted one vote per UBI registered with the Collective.
- B. Other Membership Privileges – In accordance with the purposes of the Collective, the Collective will promote itself and its Members through various media and marketing events. The Collective shall maintain a website available to the public with at least one listing per Member that includes the contact information provided by the Member and one link per Member to such Member's website, as well as information on upcoming Collective events and meetings. Additional listings and advertising opportunities may be available for purchase from the Collective.

## **2.5 Termination of Membership.**

Membership in the Collective may be terminated in accordance with such procedures and policies that the Board may establish.

- a. A Member may resign its Membership in the Collective effective upon delivery of a letter of resignation to any Officer or Director of the Collective. No refund of dues will be paid.
- b. Upon non-payment of membership dues at time of membership expiration.
- c. Removal by way of affirmative vote of two-third (2/3) majority of the Directors then currently in office. An allocated portion of unused dues will be returned to terminated member if removed by Directors.

## **2.6 Membership Meetings.**

The Board of Directors shall set the time and location of Membership meetings in its sole discretion and shall be held at alternating Member venues. The Board of Directors may alter or eliminate one or more Membership meetings provided that at least one annual Membership meeting occurs for the purpose of voting as provided herein.

# **ARTICLE 3. BOARD OF DIRECTORS**

## **3.1 General Powers.**

The affairs of the Collective shall be managed by a Board of Directors.

## **3.2 Number.**

The Board shall consist of no fewer than seven (7) and no more than eleven (11) Directors. The number of Directors may be changed from time to time by amendment to these Bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent Director.

## **3.3 Qualifications.**

Directors shall meet all Membership requirements and criteria, be current on all Membership dues or fees; and be in good standing with the Collective. Directors may have such other qualifications as the Board may prescribe by amendment to these Bylaws.

## **3.4 Election of Directors**

**3.4.1 Initial Directors.** The initial Directors named in the Articles of Incorporation shall serve until the first annual meeting of the Board.

**3.4.2 Successor Directors.** Successor Directors shall be elected each year by the Board at its annual meeting.

## **3.5 Term of Office.**

Unless a Director dies, resigns or is removed, he or she shall hold office until the next annual meeting of the Board or until their successor is elected, whichever is later.

## **3.6 Annual Meeting.**

The annual meeting of the Board shall be held during the month of January on a date chosen by the President of the Board for the purposes of electing Directors and officers and transacting such business as may properly come before the meeting.

If the annual meeting is not held on the date designated therefor, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

## **3.7 Regular Meetings.**

By resolution, the Board may specify the date, time and place for holding regular meetings without other notice than such resolution.

## **3.8 Special Meetings.**

Special meetings of the Board or any committee designated and appointed by the Board may be called by or at the written request of the President or any Director(s), or, in the case of a committee meeting, by the chair of the committee. The person or persons authorized to call special meetings may fix any place either within or without the State of Washington as the place for holding any special Board or committee meeting called by them.

### **3.9 Meetings by Telephone and Video Conference.**

Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of telephone, video conference, or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

### **3.10 Place of Meetings.**

All meetings shall be held at the principal office of the Collective or at such other place within or without the State of Washington designated by the Board, by any persons entitled to call a meeting or by a waiver of notice signed by all Directors.

### **3.11 Notice of Special Meetings**

#### **3.11.1 In Writing.**

Notices in writing may be delivered or mailed to the Director at their address shown on the records of the Collective not less than 10 days before the meeting. If notice is delivered via regular mail, the notice shall be deemed effective when deposited in the official government mail properly addressed with postage thereon prepaid. Neither the business to be transacted at nor the purpose of any special meeting need be specified in the notice of a special meeting.

#### **3.11.2 Personal Communication.**

Notice may be by personal communication with the Director not less than 10 days before the meeting.

#### **3.11.3 Electronic Transmission.**

Notices may be provided in an electronic transmission and be electronically transmitted not less than 10 days before the meeting. Notice in an electronic transmission is effective only with respect to those Directors that have consented, in the form of a record, to receive electronically transmitted notices and designated in such consent the address, location or system to which these notices may be electronically transmitted. A Director who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the Collective in the form of a record. Furthermore, the consent is automatically revoked if the Collective is unable to electronically transmit two

consecutive notices given by the Collective, and this inability becomes known to the person responsible for giving notice. Notice provided in an electronic transmission is effective when it is electronically transmitted to an address, location or system designated by the recipient for that purpose.

#### **3.11.4 Posting Electronic Notice.**

Notice may be provided to Directors who have consented to receipt of electronically transmitted notices by posting the notice on an electronic network and delivering to such Directors a separate record of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network not less than 10 days before the meeting. Notice is effective when it has been posted to an electronic network and a separate record of the posting has been delivered to the recipient as provided by this

### **3.12 Waiver of Notice**

#### **3.12.1 Record.**

Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in the form of a record, including, without limitation, an electronic transmission from 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. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

#### **3.12.2 By Attendance.**

The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### **3.13 Quorum.**

A majority of the number of Directors fixed by or in the manner provided by these Bylaws shall constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

### **3.14 Manner of Acting.**

The act of the majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law.

### **3.15 Presumption of Assent.**

A Director of the Collective present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary of the Collective immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

### **3.16 Action by Board Without a Meeting.**

Any action which could be taken at a meeting of the Board may be taken without a meeting if a consent in the form of a record, which consent clearly sets forth the action to be taken, is executed by all the Directors. Any such record shall be inserted in the minute book as if it were the minutes of a Board meeting. For purposes of this Section 3.16, record means information inscribed on a tangible medium or contained in an electronic transmission.

### **3.17 Resignation.**

Any Director may resign at any time by delivering written notice to the President or the Secretary at the registered office of the Collective, or by giving oral or written notice at any meeting of the Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **3.18 Removal.**

One or more Directors (including the entire Board) may be removed from office, with or without cause, by the affirmative vote of a majority of the Directors fixed by or in the manner provided by these Bylaws.



### **3.19 Vacancies.**

A vacancy in the position of Director may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board. A Director who fills a vacancy shall serve for the unexpired term of their predecessor in office.

### **3.20 Board Committees**

#### **3.20.1 Standing or Temporary Committees.**

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of two or more Directors. Such committees shall have and exercise the authority of the Directors in the management of the Collective, subject to such limitations as may be prescribed by the Board except that no committee shall have the authority to: (a) amend, alter or repeal these Bylaws; (b) elect, appoint or remove any member of any other committee or any Director or officer of the Collective; (c) amend the Articles of Incorporation; (d) adopt a plan of merger or consolidation with another Collective; (e) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the Collective not in the ordinary course of business; (f) authorize the voluntary dissolution of the Collective or revoke proceedings therefor; (g) adopt a plan for the distribution of the assets of the Collective; or (h) amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by a committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it, him or her by law.

#### **3.20.2 Quorum; Manner of Acting.**

A majority of the number of Directors composing any committee shall constitute a quorum, and the act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

#### **3.20.3 Resignation.**

Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary or the chair of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein or, if the time is not

specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **3.20.4 Removal of Committee Member.**

The Board, by resolution adopted by a majority of the Directors in office, may remove from office any member of any committee elected or appointed by it.

### **3.21 Compensation.**

The Directors shall receive no compensation for their service as Directors but may receive reimbursement for reasonable expenditures incurred on behalf of the Collective.

## **ARTICLE 4. OFFICERS**

### **4.1 Number and Qualifications.**

The officers of the Collective shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board. Other officers and assistant officers may be elected or appointed by the Board, such as assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any officer may be assigned by the Board any additional title that the Board deems appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary. All officers must be Directors of the Collective.

### **4.2 Election and Term of Office.**

The officers of the Collective shall be elected each year by the Board at the annual meeting of the Board. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board or until their successor is elected.

### **4.3 Resignation.**

Any officer may resign at any time by delivering written notice to the President, the Vice President, the Secretary or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein or, if the

time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **4.4 Removal.**

Any officer or agent elected or appointed by the Board may be removed by the affirmative vote of at least a majority of the Board whenever in its judgment the best interests of the Collective would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

#### **4.5 Vacancies.**

A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

#### **4.6 President.**

The President shall be the chief executive officer of the Collective, and, subject to the Board's control, shall supervise and control all of the assets, business and affairs of the Collective. The President shall preside over meetings of the Board. The President may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Collective or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to him or her by the Board from time to time.

#### **4.7 Vice President.**

In the event of the death of the President or their inability to act, the Vice President shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. The Vice President shall have, to the extent authorized by the President or the Board, the same powers as the President to sign deeds, mortgages, bonds, contracts or other instruments. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board.

#### **4.8 Secretary.**

The Secretary shall: (a) keep the minutes of meetings of the Board and any minutes which may be maintained by committees of the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Collective; (d) keep records of the post office address of each Director and officer; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

#### **4.9 Treasurer.**

If requested by the Board, the Treasurer shall give a bond for the faithful discharge of their duties in an amount and with such surety or sureties as the Board may determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Collective; receive and give receipts for moneys due and payable to the Collective from any source whatsoever, and deposit all such moneys in the name of the Collective in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board.

#### **4.10 Salaries.**

The salaries of the officers and agents shall be as fixed from time to time by the Board or by any person or persons to whom the Board has delegated such authority. No officer shall be prevented from receiving a salary by reason of the fact that he or she is also a Director of the Collective.

#### **4.11 Compensation.**

The officers shall receive no compensation for their service as officers but may receive reimbursement for reasonable expenditures incurred on behalf of the Collective.

## **ARTICLE 5. EXECUTIVE DIRECTOR**

The Collective may employ an Executive Director who shall be appointed, employed, and discharged by the Board. If employed, the Executive Director shall manage the affairs of the Collective according to the policies, principles, practices and budget authorized by the Board, and shall be responsible for management of personnel, finances and programs. If employed, the Executive Director shall be responsible for staff management including hiring, training, disciplinary action, and discharge. If employed, the Executive Director shall serve as an ex-officio, non-voting member of the Board. For the purpose of determining the number of Directors serving the Collective, the Executive Director shall not be considered a member of the Board.]

## **ARTICLE 6. ADVISORY BOARD**

The Board of Directors may appoint an Advisory Board of two or more persons to provide advice and assistance to the Board. Members of the Advisory Board may be invited to meetings of the Board, but shall not be entitled to vote or exercise other powers of a director of the Collective; provided, however, to the extent permitted by law, members of the Advisory Board shall be entitled to the same limitations on liability and rights to indemnification as directors of the Collective. The Board of Directors may determine by separate resolution the operational rules which shall govern the Advisory Board. Advisory Board members may be removed at any time, with or without cause, by the Board.

## **ARTICLE 7. INTERESTS OF DIRECTORS AND OFFICERS**

### **7.1 Conflict of Interest.**

Directors and officers shall disclose to the Board any financial interest which the Director or officer directly or indirectly has in any person or entity which is a party to a transaction under consideration by the Board. The interested Director or officer shall abstain from voting on the transaction.

## **7.2 Compensation.**

Directors who receive any compensation for services in any capacity, directly or indirectly, from the Collective may not vote on matters pertaining to that Director's compensation.

## **7.3 Review of Certain Transactions.**

Prior to entering into any compensation agreement, contract for goods or services, or any other transaction with any person who is in a position to exercise influence over the affairs of the Collective, the Board shall establish that the proposed transaction is reasonable when compared with a similarly-situated organization for functionally comparable positions, goods or services rendered.

# **ARTICLE 8. ADMINISTRATIVE AND FINANCIAL PROVISIONS**

## **8.1 Loans.**

No loans shall be contracted on behalf of the Collective and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

## **8.2 Loans or Extensions of Credit to Officers and Directors.**

No loans shall be made and no credit shall be extended by the Collective to its officers or Directors.

## **8.3 Checks, Drafts, Etc..**

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Collective shall be signed by such officer or officers, or agent or agents, of the Collective and in such manner as is from time to time determined by resolution of the Board.

## **8.4 Deposits.**

All funds of the Collective not otherwise employed shall be deposited from time to time to the credit of the Collective in such banks, trust companies or other depositories as the Board may select.

## **8.5 Books and Records.**

The Collective shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances, minutes of the proceedings of its Boards and any minutes which may be maintained by committees of the Board; records of the names and post office addresses of its officers and Directors, and such other records as may be necessary or advisable.

## **8.6 Corporate Seal.**

If the Board determines that it is advisable, the Collective shall have a corporate seal consisting of the name of the Collective, the state of its incorporation and the year of its incorporation.

## **8.7 Accounting Year.**

Unless a different accounting year is at any time selected by the Board, the accounting year of the Collective shall be the twelve months ending December.

## **8.8 Rules of Procedure.**

The rules of procedure at meetings of the Board and committees of the Board shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, Newly Revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board.

# **ARTICLE 9. AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the vote of a majority of the number of Directors fixed by or in the manner provided by these Bylaws, or by the written consent of each of the Directors.