

METRO CHAPTER  
HARLEY OWNERS GROUP  
CEDAR RAPIDS, IOWA  
BY-LAWS

Revision 2/08 Approved by vote of H.O.G. Membership  
Approved by Sponsor \_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**BY-LAWS**  
**Harley Owners Group**  
**Metro Chapter Cedar Rapids, Iowa**

## ARTICLE I

### **Name and Affiliation**

The name of the corporation will be the Metro Chapter Harley Owners Group, Cedar Rapids, Iowa. The principal place of business of the corporation shall be Cedar Rapids, Iowa. The Metro Chapter Harley Owners Group, Cedar Rapids, Iowa is an affiliation of the Harley Owners Group, a division of Harley-Davidson, Inc.

## ARTICLE II

### **The Purposes of the Corporation are:**

- a) To create a loyalty and bond between the Harley-Davidson Motorcycle Company, the Harley-Davidson Dealers and Harley-Davidson's customers.
- b) To be a family-oriented organization which should appeal to all H.O.G. members.
- c) To encourage members to use their motorcycles and to enjoy the company of fellow members.
- d) To improve and maintain a positive public image of the Company, the Dealers, and the Riders.
- e) To assist Harley-Davidson and its Dealers in marketing to new and existing customers.
- f) To do any and all other things permitted by the laws of Iowa under which this Chapter is incorporated and of acts amendatory or supplemental thereto.
- g) The number of meetings and frequency of meetings shall be one regularly scheduled meeting per month to be held the first weekend, if possible of each month at a time and place so designated or agreed on alternate date.
- h) A quorum for a meeting shall consist of 15% of the membership in good standing at the time of the meeting.

## ARTICLE III

### **Duties and Composition of the Board of Directors/Officers**

- a) To manage the affairs of the Metro Chapter Harley Owners Group, Cedar Rapids, Iowa.
- b) To appoint committees to carry out the objectives of the corporation.
- c) To employ such persons necessary for the successful evolution of the objectives of this Chapter.
- d) To give, at least once a year, a full and complete report of the Corporations activities to its membership.
- e) To employ what mechanisms for funding of the Metro Chapter Cedar Rapids, Iowa, as shall be deemed appropriate by the Board of Directors.
- f) To fulfill all legal obligations imposed by the State of Iowa.

- g) To insure adequate representation, the Board shall be composed of at least five (5) members who are also officers of the Corporation. The five (5) Director/Officers shall be:

**1 - Chapter Director**

Each Chapter is required to have a "Chapter Director" who may be appointed by the Sponsoring Dealer or may be nominated and approved by vote of the Chapter members. The Director's duties shall be to coordinate and schedule all Chapter events and to uphold the by-laws of the local chapter.

**2-Assistant Director**

Duties shall be to assume and perform the duties of the Chapter Director in the absence of, or when called upon by the Chapter Director and assist other Officers at regular meetings and special events. The Assistant Director may be appointed by the Chapter Director or may be nominated and approved by vote of the Chapter members.

**3-Secretary/Director**

Shall record and preserve all records of official Chapter proceedings. The Secretary shall give all notices required by statute, by-law or resolution and shall perform such other duties as may be delegated by Chapter Director: The Secretary may be appointed by the Chapter Director or may be nominated and approved by vote of the Chapter members.

**4-Treasurer/Director**

Duties shall be to carry out the financial responsibilities of running the Chapter, deposit all funds in Chapter bank accounts, disburse all monies for Chapter expenses, provide financial reports to the Chapter Director, Sponsoring Dealer, and membership, and to the National organization when required. The Treasurer may be appointed by the Chapter Director or may be nominated and approved by vote of the Chapter members.

**5-Activities Officer/Director**

The Activities Officer will assist the Chapter Director with carrying out the event plans with special duties assigned by the Chapter Director (monthly events, special events, charity funds). The Activities Officer shall inform the membership of H.O.G. and Harley-Davidson Inc. related activities. The Activities Officer may be appointed by the Chapter Director or may be nominated and approved by vote of the Chapter members.

**ARTICLE IV**

## **Specialized Duties**

### **Section 1 - Road Captains/Safety Officer**

Road Captains and Safety Officer will be appointed by the Chapter Director to promote rider safety.

### **Section 2 - Ladies of Harley® Officer**

Duties shall be to extend a welcome to all ladies of the membership to join in and participate in rides and special events hosted by Ladies of Harley and all other Chapter events, and to work with the Activities Officer. Ladies of Harley may be appointed by the Chapter Director or may be nominated and approved by vote of the Chapter members.

### **Section 3 Editor**

Duties shall be to set dates for articles to be sent in for printing, keep all articles family oriented philosophies or the objectives of the Chapter. The Editor must present all receipts to Treasurer for costs of Chapter Newsletter. The Editor may be appointed by the Chapter Director or may be nominated and approved by vote by Chapter membership.

### **Section 4 - Photographer**

The Photographer organizes chapter photos for newsletters, chapter history albums, etc. The Chapter Director will appoint the photographer.

### **Section 5 - Historian**

The Historian organizes a written account of Chapter events, membership levels, etc. The Chapter Director will appoint the Historian.

## **ARTICLE V**

## **Term of Office**

### **Section 1**

The term of the officers shall be of no less than one year. Officers, upon election by the Chapter, may not succeed themselves beyond two consecutive terms.

### **Section 2**

No officer listed in Article III may hold more than one office at a time **unless approved by the sponsoring dealer.** (to include any office held with another H.O.G. Chapter)

### **Section 3**

The Sponsoring Dealer, Metro Harley-Davidson/Suzuki Sales and Service, reserves the right to reject any elected officer or committee person it deems unsatisfactory to serve the office or position elected or appointed to.

## ARTICLE VI

### Fiscal

The Fiscal year of the Chapter shall be the calendar year January 1 through December 31.

### Section 1 – Charitable Contributions

Payment from the Metro Chapter general account to charities, individuals, or organizations shall not exceed the amount of \$100. Amounts greater than \$100 will be allowed if a specific organized fund raising event is established to raise the funds and proceeds come solely from that fundraiser.

### Section 2 – Down Biker Fund

1. The Down Biker Fund (DBF) will have a \$600 maximum in its account.
2. If, at the end of each year (Dec.31), the Down Biker Fund contains less than the cap (\$600), and the general chapter account contains an amount greater than \$500, the Down Biker fund will be augmented with funds from the general fund account. The amount of the funds used to augment the DBF will be dependent upon the total amount available in the general chapter account.
  - 2.1.1 The balance in the general chapter account will not be less that \$500 due to a transfer to the DBF.
  - 2.1.2 If the balance of the DBF goes to \$0, and funds are needed for a down biker, the DBF will be funded out of the general chapter account. The general chapter account will then be paid back with funds collected from the next chapter fund raising event.
  - 2.1.3 Chapter members will be responsible for determining how, on a continuing basis, the DBF will be supported, i.e., T-shirt sales, fundraising events, etc.
  - 2.1.4 A limit of \$200 per incident; member must be hospitalized, or in an out of state motorcycle accident which renders the motorcycle unable to be ridden. This benefit will be subject to review by the Metro Chapter H.O.G. Officers to be eligible for DBF monies.

## ARTICLE VII

### Nominations

Each officer of the Chapter will have a tenure of one-year consisting of January through December. Each October during the last year of tenure, at the regularly scheduled meeting, all members in good standing may place

their names in nomination for the offices held. In the October newsletter, the names of all members in nomination will be listed. At the regularly scheduled November meeting, any member in good standing may place their name in nomination for office desired. In the November newsletter, all members in nomination will have their names listed. At the regularly scheduled December meeting, a vote by paper ballot for each office will be taken. The member receiving the most votes shall be declared the winner.

## ARTICLE VIII

### Membership

#### Section 1

All Harley Owners Group members in good standing are eligible for membership in the local Chapter. An expired membership in the H.O.G. National Organization automatically terminates that member from the local Chapter.

#### Section 2 - Suspension

If, by decision of the Chapter Officers/Directors, a member's conduct at more than one event is undesirable, that member will receive a written reprimand, a second offense will be reviewed by the Officers/Directors of Metro Chapter Harley Owners Group, Cedar Rapids, Iowa, who will have the authority, if deemed necessary, to suspend a membership.

#### Section 3 – Reinstatement

Will be by approval of the members present at a regularly scheduled meeting.

## ARTICLE IX

### Dues

Annual Chapter dues in the amount of Fifteen Dollars (\$15.00) a year will be payable on the renewal anniversary date of the member's National H.O.G. membership. Dues may be paid at the regularly scheduled Chapter meeting or may be paid at the sponsoring dealer.

## ARTICLE X

#### Section 4 - Guest

HOG Members may bring a guest to any Metro Chapter function, however, those guests are **NOT** entitled to the same benefits as the members. These benefits include (but are not limited to) voting privileges and chapter paid events.

Children (16 and under) of a member will have paid events covered and are welcome at all chapter functions. Children of guests are welcome but are **NOT** entitled to chapter benefits. It should be noted that to be a local Metro Chapter Member you must be a national HOG member in good standing.

**Activities**

**Section 1**

Activities designated by the Metro Chapter Cedar Rapids, Iowa shall consist of one event per month starting in April and ending in October.

**Section 2**

Special activities will be those held November through March.

**Section 3**

National H.O.G. events (in the area) will receive priority over monthly event scheduling.

**Section 4**

The Activities Officer or his/her designee will supervise all monthly events. The Membership will be divided equally into monthly groups for the purpose of arranging and planning events.

**ARTICLE XI**

**Newsletter**

The objective of the newsletter is to convey to the Chapter membership information on the Chapter events. The Chapter newsletter will be published a minimum of six (6) times a year with the maximum of twelve (12) newsletters in any one calendar year.

**ARTICLE XII**

**Amendments**

**Section 1**

The Chapter may see fit to amend these by-laws at any time.

**Section 2**

Amendments must be presented and read at a meeting and voted on at the next regular meeting.

**Section 3**

Amendments will be done at regular meetings with a majority vote.

**ARTICLE XIII**

**Dissolution Clause**

The disposition of the Chapter assets shall be made at the time of dissolution as follows: After all expenses have been paid at the time of dissolution, assets shall be donated to a charity.

**ARTICLE XIV**

**Disclaimer**

While the local chapter may be affiliated with H.O.G., it remains a separate, independent entity responsible for its actions. All Harley Owners Group" members and their guest(s) participate voluntarily and at their own-risk in H.O.G. and H.O.G. chapter activities. The sponsoring dealer, H.O.G. and Harley Davidson, Inc. and its subsidiaries and local chapter officers are and shall be released and held harmless by the member/guest for any injury or loss to the member/guest or to his or her property which may result from participation in H.O.G. and H.O.G. chapter activities. This means that each and every member of the local chapter and their guest(s) have no ground for legal action against the sponsoring dealer, H.O.G., Harley-Davidson, Inc., its subsidiaries and their employees for any injury resulting to them or their property.