

**RESTATED BYLAWS
OF
NEWPORT YOUTH SOCCER CLUB**

Effective: _____, 2016

The following Restated Bylaws of Newport Youth Soccer Club were adopted by the Board of Directors on the ___ day of _____, 2016. These Restated Bylaws amend, in their entirety, and supersede the original Bylaws and all amendments thereto.

Secretary

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ARTICLE I. GENERAL PROVISIONS

The following general provisions shall apply to Newport Youth Soccer Club.

1.1 Purpose

Newport Youth Soccer Club (the "Club") is organized as a Washington nonprofit corporation, exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the United States Internal Revenue Code and for all other purposes permitted or provided for in the Washington Nonprofit Corporation Act, including, but not limited to: developing and promoting physical and mental fitness, sportsmanship, skill development, citizenship, and teamwork for the boys and girls of the areas of King County, Washington assigned and approved by the Eastside Youth Soccer Association ("EYSA") under nineteen (19) years of age, through participation in the game of soccer.

1.2 Mission

The mission of Newport Youth Soccer Club is to:

- (a) provide opportunities for the boys and girls of within the club's area of jurisdiction, under the age of 19 years, who register with the Club, to play soccer at a level commensurate with their ability, interest, desire, and commitment without regard to race, creed, color, national or ethnic origin, sex, sexual orientation, or the presence of any sensory, mental or physical disability;
- (b) use the sport of soccer to teach and instill the core values of character, achievement, dedication, fair play, sportsmanship, teamwork, and respect;
- (c) promote the development of self-esteem, mental and physical fitness, and technical and tactical soccer skills in an age appropriate, positive, healthy, safe, educational and enjoyable environment;
- (d) provide educational opportunities to further the development of all players, coaches, referees, and administrators to the highest level of their ability, interest, desire, and commitment;
- (e) use the sport of soccer to improve and maintain the physical and mental fitness of the club's participating youth, without regard to race, creed, color, national or ethnic origin, sex, sexual orientation, marital status, parental status, past or present military service, or the presence of any sensory, mental or physical disability;
- (f) provide an equitable format for the administration of the Club's programs;
- (g) establish and communicate rules, guidelines or policies for players, coaches, trainers, managers, officials, referees, employees, volunteers, and spectators that promote courtesy, sportsmanlike conduct, and respect by and among all persons subject to the jurisdiction of the Club; and

- (h) be an organization that is a positive role model and exemplifies leadership for the community at large.

1.3 Names

The corporate name of the Club, as filed with the Secretary of State of the State of Washington, is “Newport Youth Soccer Club.” For purposes of carrying out its business, the Club may use its full corporate name and shortened or abbreviated versions thereof. The Club may use such trade names and abbreviations as may, from time to time, be adopted by the Board, including, but not limited to “Newport FC.”

1.4 Jurisdiction

All players, coaches, trainers, managers, officials, referees, employees, volunteers, the relatives of any of them, sponsors, spectators, and any other interested persons, even if not Members, shall be subject to the jurisdiction of the Club when participating in, involved with, or present at any tournament, match, practice, program, or meeting organized by or affiliated with the Club.

1.5 Affiliations

The Club shall be affiliated with Eastside Youth Soccer Association, Washington State Youth Soccer Association District II, Washington State Youth Soccer Association, and United States Youth Soccer Association, which is affiliated with United States Soccer Federation. The Board of Directors of the Club may by resolution elect to participate in programs of other sponsoring organizations.

1.6 Offices and Locations

The Club’s Board of Directors (the “Board”) shall designate the Club’s registered office, which shall be published and effective upon the filing of a notice thereof with the Secretary of State for the State of Washington in accordance with the provisions of the Washington Nonprofit Corporation Act, RCW 24.03.050 - .055. The Board shall also designate the location, within the State of Washington, of the Club’s principal office. From time to time, the Board may designate such other offices and locations, whether within or outside the State of Washington, as may be required by the business of the Club.

1.7 Registered Agent

The Board shall select a registered agent for the Club. The name and address of the registered agent shall be published and effective upon the filing of a notice thereof with the Secretary of State of the State of Washington in accordance with the provisions of the Washington Nonprofit Corporation Act, RCW 24.03.050 - .055. The registered agent at the time of adoption of these Bylaws is:

Harrison – Benis, LLP
2101 Fourth Avenue, Suite 1900
Seattle, WA 98121-2315

ARTICLE II. MEMBERSHIP

Newport Youth Soccer Club shall have two classes of "Members:" "General Members" and "Voting Members."

2.1 General Members

General Members of the Club are all persons who:

- (a) are in good standing with the Club; and
- (b) are at least one of the following:
 - (1) a registered player on any team or in any program sponsored by the Club, currently or within the prior twelve (12) month period;
 - (2) a registered parent or guardian of a registered player on any team or in any program sponsored by the Club, currently or within the prior twelve (12) month period;
 - (3) a registered volunteer head coach, volunteer assistant coach, volunteer trainer or volunteer manager of a team sponsored by the Club; or
 - (4) an administrator, administrative employee (excluding paid coaches), referee, other official, or any other person who comes under the jurisdiction of the Club, supports the purposes of the Club, and agrees to adhere to the Articles of Incorporation, Bylaws, and any other rules, guidelines or policies of the Club.

2.1.1 Good Standing

A person shall be considered to be in good standing with the Club if:

- (a) they are current on any and all financial obligations they may have incurred with the Club; and
- (b) they have not been placed on probation with, suspended by, or expelled from the Club or any affiliated organization identified in Section 1.5 above.
- (c) they are not under review by the Club for violations of sportsmanship or sideline behavior.

2.1.2 Limitation on Membership

Regardless of the number of ways in which an individual person may qualify as a General Member of the Club, they shall count as only a single General Member.

2.2 Voting Members

Voting Members of the Club are General Members of the Club who are at least one of the following:

- (a) a registered volunteer head coach of a team sponsored by the Club, limited to one (1) per team; or
- (b) in the instance of a team sponsored by the Club, where the head coach of said team is an employee or paid independent contractor of the Club or team, a registered volunteer team manager of a team sponsored by the Club limited to one (1) per team; or
- (c) a Director of the Club.

2.3 Voting Rights

2.3.1 General Members

General Members of the Club who do not qualify as Voting Members of the Club shall have no right to vote on any issue that may be submitted to the Members or in any election of Club Officers, or to make or second any motion or otherwise participate in the membership meetings of the Club, other than as an observer.

2.3.2 Voting Members

Voting Members of the Club shall be entitled to vote on any issue submitted by the Club to the Members and shall be entitled to vote during elections of Club Officers. When voting as a team Head Coach or Team Manager, an individual may vote once on behalf of each such team.

2.4 Voting Procedures

Voting Members entitled to vote on an issue submitted to the Members or during the election of a Club Officer may cast their vote personally or by proxy.

2.4.1 Voting Personally

A Voting Member who is physically present at a duly convened meeting of the Club during which an issue is submitted to the Members, or an Officer of the Club is to be elected, may cast their vote personally. Said vote shall be cast in the manner prescribed by the Board, whether the vote be written, by roll call, orally, or by a show of hands. A Voting Member who is physically present at a duly convened meeting of the Club during which an issue is submitted to the Members, or an Officer of the Club is to be elected, but who fails to cast a vote in the manner prescribed by the Board when called upon to do so, shall be considered to have abstained.

2.4.2 Voting by Proxy

A Voting Member who cannot be physically present at a duly convened meeting of the Club during which an issue is submitted to the Members, or an Officer of the Club is to be elected, may cast their vote by proxy. A Voting Member's proxy must be in writing and signed by the Voting Member. If timely filed, an electronic signature, or an email originating from the Voting Member's email account as last registered with the Club, shall be sufficient evidence of the Voting Member's intent to vote by proxy.

- (a) A Voting Member's proxy shall be filed with the Club's Secretary before or at the time the meeting is convened. A Voting Member's proxy bearing an electronic signature, or in the form of an email originating from the Voting Member's email account as last registered with the Club, shall be considered timely filed if the Club's Secretary receives the proxy no later than two (2) hours before the prescribed time for the meeting to convene.
- (b) A Voting Member's proxy shall designate a representative empowered to cast the Voting Member's vote and shall expressly set forth whether said representative has the power to freely cast the Voting Member's vote, or the limited power to cast the Voting Member's vote on any issue or in any election as expressly set forth in the proxy. A Voting Member's proxy that fails to designate a representative or fails to expressly set forth the power of the representative to cast the Voting Member's vote shall be considered invalid and of no effect.
- (c) A Voting Member's proxy for a specific meeting shall remain valid and entitle the Voting Member's designated representative to cast the Voting Member's vote at any subsequent reconvening of said meeting following adjournment unless the Voting Member revokes said proxy, in a writing, filed with the Club's Secretary prior to the time the vote has been cast. A Voting Member's proxy for a specific meeting shall become immediately invalid upon the final adjournment of said meeting regardless of whether the Voting Member's vote has been cast.

ARTICLE III. DIRECTORS

A Board of Directors shall manage the affairs of the Club and report to the Members on a periodic basis.

3.1 Qualifications

All Directors shall be Members of the Club. The Board may prescribe additional qualifications for Directors through amendment of these Bylaws.

3.2 Number

The Board shall consist of a minimum of seven (7) and a maximum of nine (9) Directors. The minimum and maximum number of Directors for each fiscal year of the Club

may be changed immediately prior to the Annual General Meeting by supermajority 75% vote by the Board of Directors; however, a reduction in the minimum number of Directors shall not shorten the term of any incumbent Director. In the absence of a resolution setting the size of the Board of Directors at a higher number, the Board shall consist of seven (7) Directors.

3.3 Staggered Terms

The seats on the Board shall serve staggered terms, such that the bare majority of the Board (four seats in the case of a seven member Board) shall serve terms ending on odd years and the balance of the Board shall serve terms ending in even numbered years. For the terms of Board Members elected immediately following adoption of these Bylaws, they shall be placed on a roster alphabetically by last name and the first so appearing shall serve a two (2) year term, the next a (3) three year term, alternating through the roster of Directors.

3.4 Vacancies

A vacancy in the position of Director, whether by death, resignation, removal, disqualification, creation of a new Director position, or any other cause, may be filled by the President, subject to an affirmative vote of a majority of the remaining Directors, for the unexpired term of the position. This section does not apply to vacancies in the offices of Officers, which vacancies are filled in accordance with Section 4.7 below.

3.5 Powers

The Board shall have all lawful powers necessary to manage the affairs and operations of the Club, including, but not limited to, approval of an annual budget, filling vacancies on the Board, and establishment and enforcement of Bylaws, rules, guidelines and policies for the operation of the Club.

3.6 Standard of Care

Each Director shall perform their duties in good faith and in the manner such Director believes to be in the best interest of the Club. Each Director shall exercise such care, including reasonable inquiry, as would be used by an ordinarily prudent person in a similar position under similar circumstances.

3.7 Board Committees

The Board may appoint *ad hoc* committees as may be needed in the management of the Club. The establishment of any committee and the delegation of authority thereto shall not operate to relieve the Board, or any individual Director, of any responsibility imposed by law, the Articles of Incorporation, or these Bylaws.

3.8 Coordinator Positions.

The Board may by resolution appoint members to serve as volunteer coordinators of Club operations such as photographs, uniforms, etc.... The resolution shall establish the scope of authority of each such volunteer coordinator.

3.9 Elections of Directors.

3.9.1 When Held

Elections for the Board of Directors shall be held at the annual Meeting of the Club.

3.9.2 Voting Procedure

- (a) The Board shall prescribe the manner of voting in the Notice of Annual Meeting, whether voice vote, show of hands, roll call, or written ballot.
- (b) The Voting Members of the Club shall cast votes for candidates to fill open Director Positions. A candidate shall be elected to fill an open Officer position upon a simple majority of the votes cast. A slate of candidates, considered as a whole, shall be elected upon a simple majority of the votes cast.
- (c) In the event there are more than two (2) candidates for an open Officer position, and no candidate receives a simple majority of the votes cast, there shall be a subsequent round of voting to elect one (1) of the two (2) candidates receiving the highest number of votes in the initial round of voting.
- (d) If any Member of the Club is present at the Annual Meeting and challenges an election result following a voice vote or show of hands prior to the adjournment of the Annual Meeting, then said vote shall be repeated by roll call of the Voting Members of the Club, including the identification of votes cast by proxy. The result of such a roll call vote following a challenge shall be final.

ARTICLE IV. OFFICERS

4.1 Qualifications

All Officers shall be Members of the Club at the time of their election. The Board may prescribe additional qualifications for Officers through supermajority (seventy-five percent affirmative) vote of the Directors.

4.2 Number

The Club shall have a minimum of four (4) Officers. The Officers shall be the President, one or more Vice Presidents, a Secretary, and a Treasurer. A single person may

simultaneous hold two (2) or more Officer positions *except* a single person may not simultaneously hold the offices of President and Secretary, or President and Treasurer.

4.3 Powers

The duties and powers of the Officers are as set forth herein.

4.3.1 President

The President shall be the chief executive officer of the Club and, subject to the Board's control, shall supervise and control all the assets, business and affairs of the Club. The President shall preside over meetings of the Members and 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 Club or are required by law to be otherwise signed or executed by some other Officer or in some other manner. The President shall appoint the members of all Committees of the Board of Directors, subject to confirmation by the Board of Directors, except as may otherwise be provided in these Bylaws. In general, the President shall perform all duties incident to the office of President and such other duties as, from time to time, may be assigned to them by the Board. The President shall act as the representative of the Club to the Eastside Youth Soccer Association (EYSA), provided that the President may appoint one or more alternates, from time to time, in accordance with the bylaws of the Eastside Youth Soccer Association. When the President or his or her appointed alternate casts a vote at a meeting of the EYSA, he or she shall vote in accord with the best interests of the Club, unless he or she has been directed by resolution of the Board to cast a vote in a particular manner.

4.3.2 Vice President(s)

- (a) The Vice Presidents shall perform all duties incident to their office and such other duties as may, from time to time, be assigned by the President or the Board. The Vice Presidents shall have such titles and areas of functional responsibility as may be established, from time to time, by Resolution of the Board. The number of Vice Presidents may be increased or decreased by Resolution of the Board. The Vice Presidents may have authority over functional areas including, but not limited to, administration, recreational programs, select programs, publications, etc....
- (b) In the event of the death or absence of the President or their inability to act, the Vice Presidents, in such order as may be designated by the Board, 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.

4.3.3 Secretary

The Secretary shall 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. The Secretary shall be the custodian of records for the Club. The Secretary shall ensure all notices are duly given in accordance with these Bylaws or as otherwise required by law. The Secretary shall supervise the keeping of minutes of meetings of the Members and the Board and any minutes that may be maintained by Committees of the Board, including providing copies of any such minutes to all Directors, but may delegate the recording to another person. The Secretary shall maintain a roster of Officers, Directors, and Voting Members, including their class, their physical address, and their email address. The Secretary shall sign deeds, mortgages, and contracts, with the President or such other Officer as may be authorized by the President or the Board.

4.3.4 Treasurer

- (a) The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to them by the President or the Board. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation. The Treasurer shall receive and give receipts for monies due and payable to the Club from any source whatsoever, depositing all such monies in the name of the Club in banks, trust companies, or other depositories as may be selected by the Board. The Treasurer shall disburse all funds due, by check, as directed by the President, the Board, or as provided in the budget approved by the Board, ensure any and all checks in excess of two Thousand Dollars (\$2,000.00) shall be signed by two Officers. The Treasurer shall prepare a budget for each fiscal year and present it to the Board for approval no later than sixty (60) days before the Club's fiscal year end. The Treasurer shall keep regular books of account and, as directed by the Board, render accountings of all transactions and the financial condition of the Club. The Treasurer shall ensure all tax returns and reports of the Club are prepared and timely filed.
- (b) If requested by the Board, the Treasurer shall give a bond for the faithful discharge of their duties in such amount and with such surety or sureties as the Board may require.

4.6 Executive Director

In addition to the elected Directors of the Club, the Board of Directors may appoint a non-member of the Board to the position of Executive Director. The Executive Director may be a paid employee or a volunteer. The Executive Director shall be an *ex officio* member of the Board, and may vote in the case of a tie vote of the Directors present at a Board meeting. Notwithstanding the foregoing, the Executive Director may not vote in any matter regarding the appointment or removal of the Executive Director or in any manner which presents a conflict of interest, such as approval of his or her salary. The Executive Director has authority to act in the place of the President to implement policies and resolutions of the Board, such as with regard to engagement of employees and other administrative matters.

4.7 Vacancies

Any vacancy in the office of an Officer, whether by death, resignation, removal, disqualification, creation of a new Officer position, or any other cause, may be filled by the Board, on an affirmative vote of the majority of the Board, for the unexpired term or for such other term as may be established by the Board.

ARTICLE V. LIMITATION ON DIRECTOR LIABILITY

To the fullest extent the law permits the limitation or elimination of the liability of directors, a Director shall not be liable to the Club or its Members for monetary damages for conduct as a Director. Any amendments to or repeal of this Article shall not adversely affect any right or protection of a Director for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal. If the law is amended in the future to authorize corporate action further eliminating or limiting personal liability of directors, then the liability of a Director shall be eliminated or limited to the fullest extent then permitted, without any requirement of further action by the Corporation.

ARTICLE VI. INDEMNIFICATION

6.1 Right to Indemnification

Each person who was, is or is threatened to be made a named party to or is otherwise involved (including, without limitation, as a witness) in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter a "proceeding,") by reason of the fact that they are or were a Director, Officer, or a spouse of either such Director or Officer of the Club or, that being or having been such a Director, Officer, or an employee of the Club, they are or were serving at the request of the Club as a director, officer, partner, trustee, employee or agent of another corporation or of a partnership, joint venture, trust, employee benefit plan or other enterprise (hereinafter an "indemnitee,") whether the basis of a proceeding is alleged action in an official capacity as such a director, officer, partner, trustee, employee or agent or in any other capacity while serving as such a director, officer, partner, trustee, employee or agent, shall be indemnified and held harmless by the Club against all expense, liability and loss, including attorneys' fees, judgments, fines, ERISA excise taxes or penalties, and amounts to be paid in settlement, actually and reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, partner, trustee, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Except as provided in Section 6.4 hereof with respect to proceedings seeking to enforce rights to indemnification, the Club shall indemnify any such indemnitee in connection with the proceeding (or part thereof) initiated by such indemnitee only if the proceeding (or part thereof) was authorized or ratified by the Board. The right to indemnification conferred in this Section 6.1 shall be a contract right.

6.2 Restrictions on Indemnification

No indemnification shall be provided to any such indemnitee for acts or omissions of the indemnitee finally adjudged to be intentional misconduct or a knowing violation of law, for conduct of the indemnitee finally adjudged to be in violation of Section 23B.08.310 of the Washington Business Corporation Act, for any transaction with respect to which it was finally adjudged that such indemnitee personally received a benefit in money, property or services to which the indemnitee was not legally entitled or if the Club is otherwise prohibited by

applicable law from paying such indemnification, except that, if Section 23B.08.560 or any successor provisions of the Washington Business Corporation Act is hereafter amended, the restrictions on indemnification set forth in this Section 6.2 shall be as set forth in such amended statutory provision.

6.3 Advancement of Expenses

The right to indemnification conferred in Section 6.1 hereof shall include the right to be paid by the Club the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses.") An advancement of expenses shall be made upon delivery to the Club of an undertaking (hereinafter an "undertaking,") by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 6.3.

6.4 Right of Indemnitee to Bring Suit

If a claim under Section 6.1 or 6.3 hereof is not paid in full by the Club within sixty (60) days after a written claim has been received by the Club, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Club to recover the unpaid amount of the claim. If successful, in whole or in part, in any such suit or in a suit brought by the Club to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification under this Article VI upon submission of a written claim and, in action brought to enforce a claim for an advancement of expenses, where the required undertaking has been tendered to the Club, and, thereafter, the Club shall have the burden of proof to overcome the presumption that the indemnitee is so entitled.

6.5 Procedures Exclusive

Pursuant to Section 23B.08.560(2), or any successor provision, of the Washington Business Corporation Act, the procedures for indemnification and advancement of expenses set forth in this Article VI are in lieu of the procedures required by Section 23B.08.550, or any successor provision, of the Washington Business Corporation Act.

6.6 Nonexclusivity of Rights

The right to indemnification and the advancement of expenses conferred in this Article VI shall not be exclusive of any other right that any person may have or hereafter acquire under any statute or provision of the Articles or the Bylaws of the Club, or by general or specific action of the board of directors, or by contract, or otherwise.

6.7 Insurance, Contracts and Funding

The Club may maintain insurance, at its expense, to protect itself and any director, officer, partner, trustee, employee or agent of the Club or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Club would have the power to indemnify such person against such expense, liability or

loss under the Act. The Club may enter into contracts with any director, officer, partner, trustee, employee or agent of the Club in furtherance of the provisions of this Article VI and may create a trust fund, grant a security interest or use other means including, without limitation, a letter of credit, to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VI.

6.8 Indemnification of Employees and Agents

The Club may, by action of the Board, grant rights to indemnification and advancement of expenses to employees and agents or any class or group of employees and agents of the Club (a) with the same scope and effect as the provisions of this Article VI with respect to the indemnification and advancement of expenses of directors and officers of the Club, (b) pursuant to rights granted under, or provided by, the Act, or (c) as are otherwise consistent with law.

ARTICLE VII. MEETINGS

7.1 Meetings of the Members

7.1.1 Annual Meetings

The Club shall hold an Annual Meeting of the Members of the Club for the purpose of electing officers, amending the Articles of Incorporation, and transacting such other business as may properly come before the meeting. The Annual Meeting shall be held annually prior to the beginning of a new season (typically prior to April 1st of each year).

7.1.2 Special Meetings

The President, a majority of the Board as then constituted, or not less than ten percent (10%) of the Voting Members may call special meetings of the Members for any purpose.

7.1.3 Place of Meetings

All meetings of the Members shall be held at such place within King County, Washington as may be designated in the Notice thereof, or by a Waiver of Notice signed by all Voting Members entitled to vote at such meetings.

7.1.4 Notice of Meetings

- (a) The President, the Secretary, or the Board Members authorized by these Bylaws to call a meeting, shall either: i) cause written Notice of the Annual Meeting to be delivered to each Member entitled to notice of or to vote at the Annual Meeting, either personally, by mail, or by electronic mail, not less than ten (10) or more than fifty (50) days before the Annual Meeting; or ii) post the meeting notice on a publicly accessible page on the website of the Club. Said Notice of Annual Meeting shall state the date, time and place of the Annual Meeting.

- (b) The President, the Secretary, or the Board shall cause written Notice of a Special Meeting to be delivered to each Member entitled to notice of or to vote at a Special Meeting, either personally, by mail or by electronic mail, not less than ten (10) days or more than fifty (50) days before said Special Meeting. Said Notice of Special Meeting shall state the date, time, place, of the Special Meeting and shall state the purpose or purposes for which the Special Meeting is called.
- (c) Upon the written request of not less than ten percent (10%) of the Voting Members, it shall be the duty of the Secretary to cause written Notice of a Special Meeting to be delivered to each Member entitled to notice of or to vote at a Special Meeting, either personally, by mail or by electronic mail, not less than ten (10) days or more than fifty (50) days before said Special Meeting. Said Notice of Special Meeting shall state the date, time and place of the Special Meeting as the Secretary may fix and, if articulated in the written request, the purpose or purposes for which the Special Meeting is called. The Secretary shall issue such Notice of Special Meeting not less than ten (10) days or more than thirty-five (35) days after receipt of such written request. If the Secretary shall neglect or refuse to issue such notice, the Voting Members requesting a Special Meeting may do so and may fix the date, time and place for such Special Meeting.
- (d) If any Notice called for in this section is mailed, said Notice shall be deemed delivered when deposited in the US Mail, postage pre-paid, properly addressed to a Member at their physical address last provided to the Club by the Member. If any Notice called for in this section is delivered via electronic mail, said Notice shall be deemed effective when transmitted to the electronic mail address last provided by the Member *provided* the Member has consented to Notice by electronic transmission in accordance with the provisions of the Washington Nonprofit Corporation Act, RCW 24.03.009.

7.1.5 Waiver of Notice

Whenever any Notice is required to be given to any Member under the provisions of these Bylaws, the Articles of Incorporation, or applicable Washington law, a written Waiver of Notice, signed by the person or persons entitled to such notice, whether such Waiver of Notice is signed before or after the date of which the Member was to have received Notice, shall be deemed the equivalent of giving such notice.

7.1.6 Quorum

At all meetings of the Members, ten percent (10%) of the Voting Members, represented personally or by proxy, shall constitute a quorum. Voting Members may, at their own expense, attend any meeting via teleconference, video conference, or other mode of communication that allows all persons participating in the meeting to hear each other at the same time, and such attendance shall constitute personal

presence at the meeting. In the event there is less than a quorum, a simple majority of the Voting Members represented at the meeting may adjourn the meeting from time to time without further notice.

7.1.7 Manner of Acting

At all meetings of the Members, at which a quorum is represented personally or by proxy, a simple majority of the votes entitled to be cast by Voting Members so represented at the meeting shall be sufficient to take whatever action is then before the Members, *unless* a greater proportion is required by Washington law, the Articles of Incorporation, or these Bylaws.

7.1.8 Action without a Meeting

Any action that could be taken at a meeting of the Members may be taken without a meeting, *provided* all Voting Members entitled to vote on said action sign a written consent setting forth the specific action to be taken. Such consent may be executed in counterparts, each of which shall be considered an original, and all of which shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the Members.

7.2 Meetings of the Board

7.2.1 Regular Meetings

The Board shall meet at least one (1) time during any four (4) month period and at least four (4) times per calendar year.

7.2.2 Special Meetings

The President, the Secretary, or any three (3) Directors may call a special meeting of the Board for any purpose.

7.2.3 Place of Meetings

All meetings of the Board shall be held at such place in King County, Washington as may be designated by the President, by the Secretary, by the Board, or by the Directors entitled to call a meeting of the Board.

7.2.4 Notice of Meetings

- (a) Regular Meetings of the Board may be scheduled by a Resolution of the Board establishing the date, time and place of the Regular Meeting. The Resolution shall be deemed Notice of the Regular Meeting, and no further notice shall be required.

- (b) The President, the Secretary, or the Directors calling a Special Meeting of the Board shall cause written Notice of a Special Meeting to be delivered to each Director, either personally, by mail or by electronic mail, not less than seven (7) days before said Special Meeting. Said Notice of Special Meeting shall state the date, time, place, of the Special Meeting and shall state the purpose or purposes for which the Special Meeting is called.
- (c) If any Notice called for in this section is mailed, said Notice shall be deemed delivered when deposited in the US Mail, postage pre-paid, properly addressed to a Director at their physical address last provided to the Club by the Director. If any Notice called for in this section is delivered via electronic mail, said Notice shall be deemed effective when transmitted to the electronic mail address last provided by the Director *provided* the Director has consented to Notice by electronic transmission in accordance with the provisions of the Washington Nonprofit Corporation Act, RCW 24.03.009.

7.2.5 Waiver of Notice

Any Director who attends a meeting of the Board shall be deemed to have waived notice of said meeting, *unless* such Director attends the meeting for the sole purpose of objecting to the transaction of any business by the Board because the meeting has not been properly called or convened. Whenever notice of a meeting is required to be given to a Director, said Director may waive such notice, in writing, at any time before or after the meeting for which notice was required has been convened. A written Waiver of Notice shall be deemed the equivalent of having received timely notice.

7.2.6 Quorum

Except as otherwise set forth herein or in the Act, all meetings of the Board, fifty percent (50%) of the Directors shall constitute a quorum for the transaction of business at any Board meeting. A Director may attend any meeting via teleconference, video conference, or other mode of communication that allows all Directors participating in the meeting to hear each other at the same time, and such attendance shall constitute personal presence at the 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.

7.2.7 Manner of Acting

At all meetings of the Board, at which a quorum is present, a simple majority of the votes entitled to be cast by the Directors present at such meeting shall be the action of the Board, *unless* a greater proportion is required by Washington law, the Articles of Incorporation, or these Bylaws. In the event a single person holds two (2) or more positions on the Board, such person shall have a total of one (1) vote to cast on any issue being considered by the Board. A Director who is present at a meeting of the Board shall be deemed to have assented to the action of the Board *unless* their dissension or abstention is noted in the Minutes, or said Director delivers written

notice of their dissension or abstention to the Secretary prior to, or within twenty-four (24) hours of, the adjournment of the meeting. A Director who votes in favor of an action to be taken by the Board waives the right to dissent or abstain thereafter.

7.2.8 Action without a Meeting

Any action that could be taken at a meeting of the Board may be taken without a meeting, *provided* all Directors entitled to vote on said action sign a written consent setting forth the specific action to be taken. Such consent may be executed in counterparts, each of which shall be considered an original, and all of which shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the Board.

ARTICLE VIII. RESIGNATION AND REMOVAL

8.1 Resignation from Office

8.1.1 Resignation of Directors

Any Director may resign at any time by delivering written notice thereof to the President or the Secretary, or by providing written or oral notice at any meeting of the Board. Unless a later date is specified in the notice of resignation, any such resignation shall take effect at the time it is delivered. Unless otherwise specified in the notice of resignation, acceptance of the resignation shall not be necessary.

8.1.2 Resignation of Officers

Any Officer may resign at any time by delivering written notice thereof to the President or the Secretary, or by providing written or oral notice at any meeting of the Board. Unless a later date is specified in the notice of resignation, any such resignation shall take effect at the time it is delivered. Unless otherwise specified in the notice of resignation, acceptance of the resignation shall not be necessary.

8.2 Removal from Office

8.2.1 Removal of Directors

At a Special Meeting of the Board called expressly for purposes of removing a Director and at which a quorum is present, any Director may be removed from office, with or without cause, by a majority vote of the currently sitting Directors represented, personally or by proxy, at said Special Meeting, *except* Officers who shall be removed in accordance with Section 8.2.3 below.

8.2.3 Removal of Officers

At a Special Meeting of the Board called expressly for the purposes of removing an Officer and at which a quorum is present, any Officer may be removed

from office, with or without cause, on an affirmative vote, of the currently sitting Directors, represented, personally or by proxy, at said Special Meeting.

ARTICLE IX. FINANCE AND ADMINISTRATION

9.1 Compensation of Officers and Directors

Officers and Directors shall receive no compensation for their service in such offices. The Club shall reimburse Officers and Directors for expenses incurred on behalf of the Club *provided* any such claim for reimbursement shall be supported by a receipt establishing the amount of the expenses incurred *and provided* any such claim for reimbursement in excess of Five Hundred Dollars (\$500.00) shall have been pre-approved by the President, or such other Officer as may be designated by the President from time to time.

9.2 Employees

9.2.1 Hiring Employees

The Board may hire employees to assist in the running of the Club. The Board may delegate powers of the Board, and of the various Officers, to the Executive Director or to other employees *provided* such employees are supervised by the Board, and the various Officers, in regard to the powers and duties delegate to them.

9.2.2 Employment at Will

Notwithstanding any other provision in the Articles of Incorporation, these Bylaws, or any other Rules, Policies or Guidelines of the Club, and to the fullest extent permitted by law, any employee hired by the Board shall be employed for an indefinite period of time and shall be employed at will.

9.2.3 Supervision

The President or the Executive Director shall supervise any employee to whom powers of the Board may be delegated *except* an Officer shall supervise an employee to whom powers of that Officer have been delegated. The supervisor of any employee shall meet, personally, with said employee at least one (1) time per calendar year for the purpose of reviewing the performance of said employee during the time since the last such review.

9.2.4 Compensation

The Board shall review the compensation of employees of the Club (other than paid Head Coaches or Assistant Coaches) on or about the anniversary of the hiring of said employee. The Board may review the compensation of an employee of the Club on a more frequent basis, at its discretion, or upon a request for such a review by an employee. The Board shall fix the rate of compensation of each employee on an hourly basis or on an annualized salary basis in accordance with applicable law. The Club shall reimburse employees for expenses incurred on behalf of the Club *provided*

any such claim for reimbursement shall be supported by a receipt establishing the amount of the expenses incurred *and provided* any such claim for reimbursement in excess of Five Hundred Dollars (\$500.00) shall have been pre-approved by the President, or such other Officer as may be designated by the President from time to time.

9.3 Deposits, Expenditures, and Loans

9.3.1 Deposits

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

9.3.2 Expenditures

All checks, drafts, or other orders for the payment of monies, notes or other evidence of indebtedness issued in the name of the Club shall be signed by such officer or officers, or agent or agents, of the Club in such manner as may from time to time be determined by the Board.

9.3.3 Loans

- (a) No loans shall be contracted on behalf of the Club, and no evidence of indebtedness shall be issued in its name, unless authorized by the Board.
- (b) No loans shall be made by, and no credit shall be extended by, the Club to its Officers or Directors.

9.4 Books and Records

9.4.1 Recordkeeping

The Club shall keep, at such location(s) as may be designated by the Board, the following documents in the form of a record:

- (a) Current Articles and Bylaws;
- (b) A list of Members, including names, addresses, and classes of membership;
- (c) Statements of accounts and finances;
- (d) A list of Officers and Directors names and addresses; and
- (e) Minutes of the Meetings of the Members and the Board, and any minutes which may be maintained by of any Committee of the Board.

9.4.2 Inspection and Copying

Upon a showing of a purpose reasonably related to Membership interests and upon reasonable notice to the Secretary, the Club's records shall be made available for inspection and copying by any Member of more than six (6) months good standing with the Club who brings the request on behalf of a minimum of five percent (5%) of the Membership. Any costs associated with inspection and copying shall be borne by the requesting Member *except* copies of the current Articles and Bylaws shall be provided at no cost to the Member. Use or sale of the list of Members, if obtained by inspection and copying, is strictly prohibited.

9.5 Accounting Year

In the event no other accounting year is selected by the Board, the accounting year for the Club shall be the twelve (12) months ending December.

9.6 Contracts

The Board may authorize any Officer or Officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Club. Such authority may be general or confined to specific purposes of instances.

9.7 Conflict of Interest

It is in the best interests of the Club that its Officers, Directors, staff and employees avoid activities which are in conflict with the purposes, programs, or financial interests of the Club.

9.7.1 Actual Conflict of Interest

Officers and Directors shall not vote on any proposed activity being considered by the Board or Executive Committee or serve on a Committee of the Board having responsibility for planning, executing, or overseeing the Club's activities concerning a contract for goods or services, investment or control of investments, or acquisition, sale or improvement of assets; if the Officer or Director, or their spouse, is employed by or holds a controlling interest or position in the agency, organization or business dealing with the Club in such activity.

9.7.2 Apparent Conflict of Interest

If, at any Meeting of the Board or Executive Committee, a conflict of interest appears to arise between the interests of an Officer or Director and the Club in connection with a matter then under consideration, such Officer or Director shall declare the apparent conflict of interest and propose to abstain from voting on the matter then under consideration, subject to acceptance or rejection by a majority of the remaining Officers or Directors.

9.7.3 Invalidating a Transaction

If a transaction giving rise to a conflict of interest is fair to the Club at the time it was authorized, approved or ratified; then the fact that an Officer or Director had an actual or apparent conflict of interest in the transaction shall not be grounds for invalidating the transaction or imposing liability on such Officer or Director, if the material facts of the transaction and the actual or apparent conflict of interest were disclosed to the Board or Executive Committee, and the disinterested members of the Board or Executive Committee authorized, approved, or ratified the transaction. Any person attempting to invalidate a transaction on the basis of an alleged conflict of interest shall have the burden of proof as to the alleged conflict of interest and as to the impropriety of the transaction.

9.8 Rules of Procedure

Unless otherwise dispensed with by the Board, or such other Committees of the Board as may be designated, the rules of procedure for all Meetings of the Members, Board and Committees shall be those contained in the most recent edition of "Robert's Rules of Order on Parliamentary Procedure," so long as such rules are not inconsistent with any Resolution of the Board, these Bylaws, or the Articles of Incorporation.

9.9 Internal Communication

For purposes of communication internal to the Board, or internal to a Board Committee, or between the Board and a Board Committee, or between the Board and an employee of the Club; electronic mail originating from, and delivered to, an email address registered with the Club shall be deemed a "writing."

ARTICLE X. AMENDMENTS

These Bylaws may be amended, repealed and altered in whole or in part at any time and from time to time by affirmative vote of not less than four-sevenths of the Directors in office. However, no such action shall be effective to accomplish any of the following until ratified by the Members. Such ratification may be considered by the Members at any meeting of Members but only if the notice of the meeting shall include a statement that a proposed amendment of the Bylaws will be considered and a copy of the proposed amendment is included in or with the notice. If a notice of that meeting is not required and not given, the issue of ratification may be considered if written notice that a proposed amendment of the Bylaws will be considered is delivered or mailed to all Members not less than ten days before and not more than thirty days before the meeting and a copy of the proposed amendment(s) is included in or with the notice.

----- END -----