

CONSTITUTION & BYLAWS
of
BIKER DOGS MOTORCYCLE CLUB INTERNATIONAL
A California Unincorporated Association
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Article I - Name of Association

The name of this unincorporated association is Biker Dogs Motorcycle Club International, also known as Biker Dogs Motorcycle Club or Biker Dogs MC, hereinafter referred to as “BDMC” or “The Club” or “The Association”

Article II - Purposes and History of The Club

Section 2.01 - Purposes

The Association shall be organized and operated exclusively for purposes stated below. Subject to the limitations set forth in the Articles of Association, the purposes of this Association shall be to engage in any lawful activity. The Association’s primary purposes are:

- (a) Develop a bond between people who like to ride motorcycles with their canine companions.
- (b) Defend the right of canines to ride with their guardians via motorcycle wherever their guardians go.
- (c) To promote the safety of all canines who ride motorcycles.
- (d) Conduct fundraiser events that benefit non-profit canine-related organizations.
- (e) Develop a relationship with other members of the community who support the club.
- (f) Promote the club, its members, and its ideas in the media.
- (g) Speak out against the mistreatment of canines.

Section 2.02 - History

- (a) The Club was founded on September 27th, 2000.
- (b) On October 12th, 2001, the Club was featured on international television (TV Tokyo).
- (c) On May 20th, 2003, the Club sponsored the “1st Annual Biker Dog Run” which took place in several cities simultaneously across the US.
- (d) The Club’s membership went international on May 26th, 2003.
- (e) On July 5th, 2003, the Club traveled to Hollister, California to protest their anti-dog law. Officially called the “Howllister Protest Run”, the Club publicly declared July 5th as “Canine Independence Day” and all canines present pawtographed the now-historic “Barklaration of Independence”.
- (f) On May 16th, 2004, the Club sponsored the “2nd Annual Biker Dog Run”.
- (g) On May 15th, 2005, the Club sponsored the “3rd Annual Biker Dog Run”.
- (h) On May 20th, 2005, the Club was featured on CBS “Evening Magazine”.

Article III - Membership

Section 3.01 - Eligibility

Any person who supports the above purposes is eligible to apply for membership.

Section 3.02 Membership Categories

The Association shall have four (4) categories of membership:

(a) "Registered Biker Dog": Consists of any canine who rides via a motorcycle or via a trike. This type of membership follows the dog, not the guardian/owner and has no voting rights. The "Registered Biker Dog" member gets a dog-sized Club Patch, a web page on the club's web site, an email address using the canine's name, plus other benefits.

(b) "Biker Dog Guardian": Consists of the "Registered Biker Dog" human guardian/owner. "Biker Dog Guardian" members receive a human-sized Club Patch, plus other benefits including voting rights. Humans can only join as this type of member if (i) they have a canine that is a "Registered Biker Dog" member; and (ii) they own and ride a motorcycle or trike at the time of application.

(c) "Biker Dog Defender": Consists of humans who do not own a canine that is a "Registered Biker Dog" member. "Biker Dog Defender" members receive a human-sized Club Patch, plus other benefits including voting rights. They must own and ride a motorcycle or trike at the time of application.

(d) "Pack Supporter": Consists of all others who provide support, in spirit or in deed, for the club. "Pack Supporter" members lack voting rights, but can be listed on the Support Pack web page with links to their site, what their contribution to the club was, etc.

Humans cannot join as a "Biker Dog Guardian" or a "Biker Dog Defender" if they are members of another club that prohibits multiple-club membership (but they can still register their canine as a "Biker Dog" member, however).

Section 3.03 - Dues

All members shall pay annual dues in such amounts that shall be determined from time to time by resolution of the Board of Directors. Dues paid to the Association become the property of the Association and any severable or individual interest of any members terminates upon such payment. Renewal dues, if applicable, shall be payable on or before the beginning of the member's anniversary month after joining the Association.

Section 3.04 - Membership Term

The membership year shall be twelve (12) calendar months. Membership shall automatically terminate for nonpayment of dues, terminating all rights and privileges in the Association. However, "Biker Dog" member registrations are good for the life of the canine and such registrations are also transferable to a new guardian/owner of the registered canine "Biker Dog" member.

Section 3.05 - Voting Rights

- (a) "Registered Biker Dog": no votes
- (b) "Biker Dog Guardian": one vote, plus one additional vote for each accompanying "Registered Biker Dog" member;
- (c) "Biker Dog Defender": one vote;
- (d) "Pack Supporter": no voting rights but opinions and suggestions welcomed.

A "Biker Dog Guardian" member always has at least two votes: one vote for himself or herself, plus one vote for each canine they have registered as a "Biker Dog" member.

Article IV - Meetings of Members

Section 4.01 - Place

Meetings of members shall be held at a place to be designated from time to time by the Board of Directors. "Place" may be a physical location(s), a virtual location(s), or a combination of both.

Section 4.02 - Regular Meetings

Members shall meet regularly as determined by the Board of Directors. Directors and Officers shall be elected as prescribed in Articles V & VI of these Bylaws at the annual meeting held in December of each year.

Section 4.03 - Special Meetings

Special meetings of members shall be called by the Pack Guardian or Secretary or any two (2) Directors of the Association and held at such times and places within the State of California as may be ordered by resolution of the Board of Directors or not less than ten (10) percent of the voting members of the Association.

Section 4.04 - Quorum

Four (4) members (not including "Registered Biker Dog" or "Pack Supporter" members) or alternatively, fifty one percent (51%) of all members in good standing (not including "Registered Biker Dog" or "Pack Supporter" members) shall constitute a quorum.

Article V - Directors

Section 5.01 - Qualifications

Any "Biker Dog Guardian" member of this Association is qualified to be a Director hereof.

Section 5.02 - Election

Directors, other than those named in the Articles of Association, shall be elected by the members present in person at the first annual meeting of the Association. Directors, including the original Directors, shall be eligible for reelection without limitation on the number of terms they may serve, provided they continue to meet the qualifications for office.

Section 5.03 - Terms of Office

Each Director and Officer shall be elected for a period of one year.

Section 5.04 - Duties

It shall be the duty of the Directors:

- (a) To perform any and all duties imposed on them collectively or individually by law, by the Articles of Association of the Association, or by these Bylaws.
- (b) To employ such officers, agents, and employees as may be authorized from time to time by the vote or written consent of a majority of the members of the Association.
- (c) To supervise all officers, agents, and employees of this Association to assure that their duties are properly performed.
- (d) To register their addresses with the Secretary of the Association, and notices of meetings mailed to them at such addresses shall be valid notices thereof.

Section 5.05 - Compensation and Expenses

Directors will serve without compensation, other than to be reimbursed for expenses related to Board service, upon the approval of the Board of Directors.

Section 5.06 - Removal

The entire Board of Directors, or any individual director, may be removed from office at any time by the vote of a majority of the members of the Association. If any or all Directors are so removed, new Directors may be elected at the same meeting and they shall hold office for the remainder of the terms of the removed Directors. If new Directors are not elected at such meeting, the vacancy or vacancies created by the removal shall be filled as provided in Section 5.07 hereof.

Section 5.07 - Vacancies

- (a) Vacancies in the Board of Directors shall exist (1) on the death, resignation, or removal of any Director; (2) whenever the number of Directors authorized by the Articles of Association is increased by an amendment to the Articles of Association; and (3) on failure of the members in any election to elect the full number of Directors authorized.
- (b) Vacancies shall be filled by a majority of the remaining Directors, though less than a quorum, or by a sole remaining Director.

(c) A majority of members of the Association may elect a Director at any time to fill a vacancy not filled by the Directors as provided in part (b) of this section. Should all of the Directors become vacant and there is consequently no Director left to fill vacancies, the vacancies shall be filled by a majority of the members present at a regular or special meeting of members called for that purpose, provided a quorum is present.

(d) Persons elected to fill vacancies shall hold office for the unexpired terms of their predecessors, or until their removal or resignation as provided in these Bylaws.

Section 5.08 - Meetings

(a) Regular meetings of the Board of Directors shall be held at least quarterly, the time and place to be determined by the majority vote of the Board of Directors.

(b) Special meetings of the Board of Directors may be called by the Pack Guardian or by the majority of the Board at such time and place as may be designated.

(c) Quorum will consist of one-third (1/3) of the members of the Board of Directors.

(d) A majority vote shall decide all matters unless otherwise provided in these Bylaws.

(e) Meeting by telecommunication may be held by telephone or telecommunications in which all Directors participating may hear each other. Participating in such a meeting shall constitute presence in person at the meeting.

Article VI - Officers

Section 6.01 - Election

Any regular member of the Association is eligible to be an Officer hereof. The Officers shall be elected by members at the annual meeting. The officers selected shall be Pack Guardian, Vice-President, Secretary, and Treasurer.

Section 6.02 - Term of Office

All Officers shall serve a term of one (1) year, or until their successor assumes the duties of office, whichever is later.

Section 6.03 - Members of the Board of Directors

All Officers shall be voting members of the Board of Directors, and will be counted as part of the two (2) members of the Board of Directors.

Section 6.04 - Duties

(a) Pack Guardian - The Pack Guardian shall be the chief executive officer of the Association and shall in general, subject to the control of the Board of Directors, supervise and control the affairs of the Association. The Pack Guardian shall perform all duties incident to his office and such other duties as may be required by law, by the Articles of Association of this Association, or by these Bylaws, or which may be assigned from time to time by the Board of Directors or the members.

(b) Vice-President - In the absence of the Pack Guardian, the Vice-President shall perform the duties of the Pack Guardian, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Pack Guardian. The Vice-President shall have other powers and perform other such duties as may be prescribed by law, by the Articles

of Association of this Association, or by these Bylaws, or which may be assigned from time to time by the Board of Directors or by the members.

(c) Secretary - The Secretary shall keep or cause to be kept, at the principal office of the Association or at such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of the Directors, committees and members with the time and place of holding the regular or special meetings, and if special, how authorized, the notice given, the names of those present at such meetings and the number of members present or represented at members' meetings and the agendas of such meetings. The Secretary shall keep, or cause to be kept at the principal office as determined by resolution of the Board, a record of the Association's members, showing the names and addresses of all members. The Secretary shall give or cause to be given, notice of all meetings of the members and of the Board of Directors required by the Bylaws to be given.

(d) Treasurer - The Treasurer shall be the chief financial officer and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the Association's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains losses, capital, earnings and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times. The treasurer shall render to the Pack Guardian and Directors, upon request, an account of all transactions and of the financial position of the Association. The Treasurer shall deposit all monies and all valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors. The Treasurer shall have other powers and perform such other duties that may be presented by the Board of Directors or the general membership.

Section 6.05 - Succession of Officers

In the event of an officer's death, resignation, disability, or disqualification, other than the Pack Guardian's, the Board of Directors shall appoint a successor. The Pack Guardian shall automatically be succeeded by the Vice-President.

Article VII - Books, Records and Reports

Section 7.01 - Funds

All monies paid to the Association shall be placed in a general operating fund, or in other special funds as approved by the Board of Directors.

Section 7.02 - Disbursements

Each disbursement shall be made by check signed by the treasurer or, in the absence of the treasurer, by the Pack Guardian, Vice-President, or Secretary, in that order.

Section 7.03 - Accounting Year

The accounting year for the Association shall end on December 31.

Section 7.04 - Bonding

The Officers and other such persons as the Board may designate, may be bonded by a fidelity in an amount set by the Board and paid by the Association.

Section 7.05 - Budget

As soon as possible after election of an incoming Board of Directors and Officers, the budget committee shall compile a budget of estimated expenses for the coming year. After the Board has been seated, the budget committee shall submit such budget to the Board of Directors for approval within thirty days.

Section 7.06 - Annual Report to Members

(a) Each year, each member may request a copy of the most recent annual financial report and shall promptly be sent to any member who sends a written request for the report.

(b) Not later than 120 days after the close of the accounting year on December 31, the Association shall prepare an annual financial report containing a balance sheet, an income statement for the year, and the information required by section (c) herein. The report shall be accompanied by either a report by an independent accountant, or if there is no such report, then a certificate by an authorized officer of the Association that the statement was prepared without audit from the books and records of the Association.

(c) Within 120 days after the close of the accounting year, the association shall prepare and give to each member a statement of any transaction with the Association in which any Director or Officer had a direct or indirect material financial interest.

(d) The statement in section (c) shall be given to each member in the manner provided for giving notice to meetings to members. This requirement may be satisfied by sending the annual financial report containing this statement.

Section 7.07 - Inspection by Directors

Every Director has an absolute right at any reasonable time to inspect all books, records and documents of any kind and the physical properties of the Association.

Article VIII - Indemnification

The Association shall indemnify its Officers and Directors to the fullest extent allowed by California law.

Article IX - Principal Office

The principal office of the Association shall be located at the residence of the Pack Guardian, or at such other place that may be designated by the Board of Directors.

Article X – Charter Packs

Section 10.01 – Charter Pack Defined

A Charter Pack is a regional or local chapter that has been approved by BDMC and inducted into the Club as such. Hereinafter, Charter Pack shall be referred to as a “local Pack” or a “regional Pack”.

Section 10.02 – Local Pack Independence

Each new local Pack operates independently from BDMC and independently from all other local packs of BDMC while still bound by BDMC Constitution and Bylaws. Each local Pack is responsible for its own actions and conduct. Each local Pack is liable for any and all of their activities.

Section 10.03 – Prospective Local Pack Members

Prospective local Pack members must join BDMC, or register their dogs with BDMC, before they or their motorcycle-riding canines can join or be registered with the local or regional Pack.

Section 10.04 – Local Pack Use of Club Property

Use of Club property, such as the Club Trademarks, Club Colors, and Club Patches, by the local Pack must be done in accordance with the BDMC Constitution and Bylaws.

Section 10.05 - Local Pack Agreement to Club Bylaws

All local Packs shall agree in writing to abide by the BDMC Constitution and Bylaws.

Section 10.06 – Local Pack Publications

All local Packs shall include their full legal local Pack Name (defined below) on all publications distributed to public or media, such as, but not limited to, flyers, posters, postcards, advertisements, calendars of events, etc.

Section 10.07 – New Charter Pack Application

To form a new local Pack:

- (a) The founding individuals must first be “Biker Dog Guardian” or “Biker Dog Defender” members of BDMC;
- (b) A minimum of three BDMC members is required to apply;
- (c) A one-page Charter Pack Application must be completed;
- (d) The local Pack’s full legal name must contain "Biker Dogs MC", for example: "Chicago Biker Dogs MC" or “Hound Dog Pack of Biker Dogs MC”.
- (e) The founding members must sign and agree to the BDMC Constitution and Bylaws and the Charter Pack Leadership Commitment.

Section 10.08 – Pack name on club’s 4-piece patch set (“colors”)

A local Pack may continue to use the “INTERNATIONAL PACK” patch as described in Section 11 or they substitute a patch with their own Pack name. Substituted patch must be of same design specified in Section 11 and must always end with “...PACK” for example: “CHICAGO PACK” or “HOUND DOG PACK”.

Section 10.09 – Dissolution of a local Pack

(a) Integrity of individual membership status: If the members of a local Pack decide to disband, they all still remain individual members of BDMC International. The termination of the local Pack shall not, in and of itself, affect the individual human or canine memberships in the International Pack.

(b) Ownership of Pack name: The local Pack name remains the property of BDMC upon dissolution of the local Pack. Local Pack members agree not to use the Pack name, in whole or in part, as the name of a new motorcycle club without written permission from BDMC International. For examples, if the local Pack name was “HOUND DOGS PACK”, then using “HOUND DOGS MC” as the name of a new club would require a written release; if the local Pack name was “CHICAGO PACK”, then using “CHICAGO PACK MC” would likewise require a written release; however, “CHICAGO MC” would not require a release because Chicago is clearly a place name.

(c) Communication of dissolution: It shall be the responsibility of the current local Pack officers to notify BDMC International of the dissolution of the local Pack.

Article XI – Club Colors and Trademarks



Section 11.01 – Who may use Club Colors

The BDMC Club Colors and Club Patch are for exclusive use of BDMC “Biker Dog Guardian” members, “Biker Dog Defender” members, and/or BDMC registered “Biker Dog” members only, as long as members are in good standing with the club.

Section 11.02 – Description of Club Colors

The Club Colors are purple, black, and white, used as described in the following two images: (a) a curved “rocker” containing “BIKER DOGS MC” in purple lettering on a white background with a purple outline; and: (b) a black and white dog’s head, in profile, facing to the right, of same design as indicated on the Club Patch as depicted below. The rocker portion must always appear immediately above the dog head image, as depicted.

Section 11.03 – Club Patch usage defined

(a) The primary Club Patch is a 2-piece patch representation of the Club Colors and is a primary use of the Club Colors. However, the Club Colors may appear in or on other media. The rules about use of Club Colors apply to all other such uses.

(b) When worn by registered “Biker Dog” members (canines) only the 2-piece patch arrangement as issued by BDMC may be used; no substitutions may be made for either patch piece.

(c) When worn by “Biker Dog Guardian” or “Biker Dog Defender” members (humans), an additional 2 patches must be displayed:

(i) a straight bone-shaped patch containing “INTERNATIONAL PACK” or “<local pack name> PACK” in purple lettering, slightly smaller than the rocker lettering, on a white background with a purple outline, placed directly under the 2-piece patch arrangement of rocker and dog-head emblem; and

(ii) a smaller oval-shaped patch containing “GUARDIAN” or “DEFENDER” in purple lettering on a white background with a purple outline, placed to the left of the dog-head emblem at a slant matching the lower left side of the emblem, with individual letters oriented vertically along the slant for readability.

d) Under no circumstances should human members wear only 3 patches. This would not only violate the club bylaws but would put anyone wearing such an arrangement at risk of being challenged by members of 3-piece patch clubs, who traditionally have controlled and sanctioned 3-piece “colors”. Respect those clubs that have come before us by following this rule!

Section 11.04 – Revocation of use of Club Colors

BDMC reserves the right to suspend or revoke the use of Club Trademarks or Club Colors by any Pack or individual Club member for violations of the BDMC Constitution and Bylaws or for conduct that brings dishonor or discredit to BDMC.

Section 11.05 – Club Colors remain property of The Club

The BDMC Club Colors and Club Patch shall remain the property of the Club at all times and as such cannot be transferred or sold to anyone else.

Section 11.06 – Club Trademarks

BDMC owns all intellectual property rights to Club Trademarks, which include Club Colors, Club Patch, and the text “BIKER DOGS MC”. All uses of said Club Trademarks are subject to the control and approval of the Club.

Article XII - Amendments

These Bylaws may be amended or altered by a two-thirds (2/3) vote of the Board of Directors or by a majority of the members at any regular or special meeting, providing notice for the members includes the proposals for amendments. Any proposed amendment or alteration shall be submitted to the Board or the membership, as the case may be, in writing, at least thirty (30) days before the meeting at which they are to be acted upon.

Article XIII – Rules of Order

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the association in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order The Club may adopt.

ADOPTION

We, the undersigned, are all of the persons named as first Directors in the Articles of Association, and hereby consent to, and do, adopt the foregoing Bylaws, consisting of ten (10) pages, as the Bylaws of said Association.

Dated: _____

Jesse Lane, Director, Pack Guardian, and Treasurer

KC Chapek, Director, Vice-President, and Secretary

CERTIFICATION

I, KC Chapek, hereby certify: That I am the duly elected and acting Secretary of the Biker Dog Motorcycle Club International, an unincorporated association and that the foregoing Bylaws, consisting of ten (10) pages, constitute the Bylaws of said Association as duly adopted on _____, 2006, by the unanimous written consent of the Directors named in the Articles of Association of this Association.

Dated: _____

KC Chapek, Secretary