

**KAUAI ALL GIRLS RODEO ASSOCIATION
CONSTITUTION AND BY LAWS**

ARTICLE I

Title, Objects, Location, Corporation Logo

Section 1. Title: This Association shall be known as the Kauai All Girls Rodeo Association (KAGRA), and shall at all times be operated and conducted as a non-profit association in accordance with the laws of the State of Hawaii, providing for such organizations and by which it shall acquire all such rights as granted to associations of this kind.

Section 2. Objects: The Kauai All Girls Rodeo Association (hereinafter referred to KAGRA) has been formed for the following purposes.

1. To promote the sport of rodeo on the island of Kauai for the female athlete.
2. To organize the female rodeo contestants for their mutual protection and benefit.
3. To promote humane treatment of animals.
4. To keep the Ranching and Western Heritage alive
5. To promote closer relationship among the people interesting in this activity and the organizations they represent.
6. To raise the standards of cowgirl contestant so they shall rank among the foremost American sports.
7. To work for the betterment of conditions and of the rules governing rodeo events in which members of the KAGRA participate.
8. To protect members against unfairness on the part of any rodeo management.
9. To secure competent, honest judges and officials in all events.
10. No part of the net earnings of the corporation shall inure to the benefit or be distributable to its members, officers, or other persons. Except the corporation shall be authorized to empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set for in paragraphs 1,2,3,4,5,6,7,8,9, hereof.
 - a. By a corporation exempt from Federal Income Tax under Section 501C (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law)
 - b. By a corporation contribution(s) to which are deductible under Sections 170C (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law)
 - c. KAGRA obtains its non-profit status by being a program of the YMCA of Kauai. All KAGRA publications, public relations, materials, etc. should reference the KAGRA as a YMCA of Kauai Program
11. In the event of dissolution of the non-profit corporation, any assets belonging to the Kauai All Girls Rodeo Association after paying or making provisions for the payment of all liabilities of the corporation will dispose of assets of the corporation inclusively for the purposes of the corporation and in such manner or to such organization organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization(s) under Section 501C (3) of the Internal Revenue Code of 1954, as the board of this corporation shall determine. Any such assets, not so

disposed of shall be disposed by the Court of the County on which the principal office of the corporation has been located, as said Court shall determine which are organized and operated exclusively for such purposes.

Section 3. Place of Business: The place of business shall be Kauai, Hawaii, or at such other place as its members may choose. Its officers shall reside on Kauai and business may be carried on at any place convenient to such members or officials, as may be participating.

Section 4. Logo: Colors are Red and White. Cowgirl head with KAGRA. No one or organization shall use the official logo without specific authority of KAGRA Board

BYLAWS

1.1 Membership

1.1.1 Membership is limited to women, as demonstrated by a copy of a birth certificate, and must be a resident of the island of Kauai. (Rev 11-21-13)

1.1.2 Membership in this association is a privilege, not a right. Application as such shall be made on forms and by fees and procedures prescribed from time to time by the association. Membership, or application, therefore, maybe terminated or rejected by the Board for cause detrimental to the interest of the association, its programs, policies, objective, and harmonious relationship of its members as determined by the Board. Termination or application rejection proceedings under these parameters shall be conducted under the association’s disciplinary procedures as to notice and hearing. The effect of termination or rejection may be denial of the privileges of the association.

1.1.3 Any person becoming a member of the KAGRA shall become familiar with its Rules and By-Laws and shall comply and be bound by the same. Only members in good standing shall be eligible to participate in all activities of the KAGRA when qualified and shall be eligible to receive any awards or benefits sanctioned by the rules of KAGRA.

1.1.4 The Board of KAGRA will expect the cooperation of any member when called upon by one of the officials to represent the KAGRA interest regarding enforcement of rules at any rodeo or in any matter of official business. Should an occasion arise, requiring representation at a rodeo, any member in good standing may call the KAGRA for instructions if no representation is present.

1.1.5 Any member of KAGRA who participates in sanctioned rodeo events authorizes KAGRA to act in the members’ behalf as well as on behalf of KAGRA in engaging in promotional activities relating to the conduct of the sport of rodeo.

1.1.6 No member, or any other individual has the authority to grant any endorsement on behalf of the association without permission of the Board.

1.1.7 No member, person, or organization, shall be permitted to use the official logo of KAGRA in any manner without specific written authority of the KAGRA Board.

1.1.8 Any individual applying for membership in the KAGRA must submit an application using forms provided by KAGRA, and no application shall be considered until such application is on file with KAGRA. In order to process a membership the office will require a two week period after initial receipt of executed forms.

1.1.9 As a condition of membership, every member of this Association shall be confined in any action at law or in equity against the Association to the jurisdiction of the courts, Federal or State, within the principal office of the Association is situated.

1.1.10 Members must hold an active card, to compete in any KAGRA approved event

1.1.10.1 The secretary shall maintain a list of all members of the Association regardless of type of membership and shall restrict access to such list under the following guidelines:

1.1.10.2 The membership list will not be allowed out of the physical possession of the Secretary/Treasurer.

1.1.10.3 Any Director shall keep the list free from any commercial purposes.

1.1.10.4 In the event that anyone wants to use the list for commercial purpose they must get the approval of the Association

1.2 Meetings

1.2.1 Annual meetings of the members shall be held at such time and place as may be fixed by resolution of the Board for the transaction of such business as may be brought before the meeting

1.2.1.1 Notice of any annual meeting shall be given by publishing in the Newspaper. A notice prominently displayed stating the time and place of such meeting and shall be published not less than 15 days prior to the date of such meeting.

1.2.2 Special meetings of the members may be held at such time and place as may be designated in the notice, whenever called in writing by direction of the President or by a majority of the Board or by notice signed by no less than twenty percent (20%) of the active members then in good standing.

1.2.2.1 Notice of each special meeting indicating briefly the object or objects thereof shall be given in the same manner as provided with respect to notice of annual meetings.

1.2.3 Any officer of the Association may call the meeting to the members to order and may act as chairwoman of such meeting, precedence being as follows: President, Vice President. In the absence of all such officers, members present may elect a chairwoman.

1.2.3.1 The Secretary of the Association shall act as Secretary of all meetings of the members, but in her absence the Board may appoint any person to act as Secretary of the meeting.

1.2.3.2 At all meetings, minutes shall be kept by the acting Secretary. The minutes of the general membership meetings shall be printed. Official minutes of all meetings shall be sent to all officers.

1.2.4. Whenever in these Bylaws the term member or members shall be used, unless otherwise specified, it shall mean all dues paying women.

1.2.5. All KAGRA members are encouraged to attend all general membership meetings.

1.2.5.1 The meetings of the Board of Directors shall be open to members and books and records of the KAGRA shall be open for inspection by any member upon reasonable notice and request at any reasonable time and place.

1.2.5.2. The minutes of the Board meeting shall indicate how the Officers vote on each issue except for minor and major violations.

1.2.5.3. The order of business at each Annual meeting shall be fixed at the beginning of the meeting and shall include, among other things:

a. Roll Call

b. Address of the President

c. Minutes of previous meeting

d. Report of Board

e. Report of Officers

f. Reports of standing committees

- g. Reports of special committees
- h. Miscellaneous Business-old and new
- i. New Business

1.2.5.4. The meetings will be conducted by Roberts Rules of Order.

1.3 Membership Dues and Qualifications

a. Contestant

A contestant membership shall consist of a contestant in any KAGRA rodeo, which has paid their annual dues as set by the Board on the date set by the Board.

b. Non-Member Rodeo Contestant

Non-member rodeo contestant is a person who enters a sanctioned KAGRA rodeo and will pay the non-member dues as set by board. If at any time a non-member wishes to become a member at another KAGRA, she shall pay the annual dues additionally, which shall make her a contestant member and entitles her to full benefits thereof. Non-members have no voting rights and cannot run or hold office. Their dues are payable at their first rodeo.

c. Honorary

Any person, business, firm, organization, or corporation making a substantial contribution in monetary denomination or services, may be awarded honorary members by a special action of the Board and Honorary Membership shall be valid only for the calendar year in which membership was awarded. They have no voting power.

d. Life Membership

A member in good standing for 10 years and has reached the age of sixty (60) years will be given dues free contestant membership.

e. Family Membership

A member with a qualifying child under 18 or full time college student ages with 12 credits will qualify for a discounted family membership. Proof of credits are required at time of sign up. (Rev 11-27-13).

All such memberships are defined herein and shall be limited to such female participants as hereinafter set forth.

1.3.1.1. Only persons born female by evidence of valid birth certificate shall be eligible for membership.

1.3.1.2 The annual fee for each membership shall be set by the Board at any meeting. However, only one change per year in any one given year shall be allowed unless other qualification or limitations are imposed by the application governing body.

1.3.1.2.1 The fee set for each membership shall be notified of the current fee schedule of each application.

1.3.2. KAGRA members acknowledge that rodeos are dangerous activities and that participation in a rodeo as a competitor, an independent contractor, or volunteer, exposes the participant to a substantial and serious risk of property damage, personal injury or death. KAGRA members acknowledge that participation in sanctioned rodeos will involve

such a hazard. Being fully aware that participation in rodeos will expose said member to substantial and serious risk of property damage and/or personal injury or death, said member hereby release voluntary and forever the KAGRA, sponsors, any rodeo production entity, their affiliated, related or subsidiary companies, and the officers, Directors, employees, and agents of each entity or organization from any and all liabilities, claims, demands, attorney fee, actions or rights of action which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of KAGRA, for any and all bodily injury, death, illness, or damage to members or to their property.

Said members further agree to hold harmless and indemnify KAGRA, from all damages, defense costs, attorney fees, and any other incurred in connections with claims for bodily injury or property damage which they may acquire or which they may negligently cause to others in the course of participation in this event. KAGRA members shall not now or at any other time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the aforementioned arising out of or related to the actions, causes of action, claims and demands hereby waived, release or discharge by KAGRA member. This provision shall be binding upon each KAGRA member, her spouse, legal representatives, heirs, successors, and assigns.

1.3.3 Membership Renewal

1.3.3.1. The KAGRA “Dues paying year” shall commence on January 1 of each year and run through midnight December 31 of the same year. Annual dues shall be payable on or before December 31 of the calendar year preceding the dues paying year.

1.3.3.2 The KAGRA “Rodeo Year” shall commence and end on those dates which shall be set by the KAGRA Board. Contestants entering any rodeo with competition scheduled on or after Jan 1 of any calendar year must have paid dues for the dues paying year, as provided below, even if the entry opening time is set prior to or on December 31 of the prior dues paying year. Membership dues must be received no later than three (3) business days prior to entry opening time of a given rodeo to allow time for processing.

1.3.4 Membership in the KAGRA shall be recorded by the Association upon receipt of the initial membership fee along with bio, birth certificate, the completed application form and a signed affidavit stating they have read the rule book, understand the rules, and agree to abide by them, unless rejected by the Board within (30) days of said receipt. Membership card and receipts shall be issued upon acceptance of the proper fees and completed signed documents.

1.3.4.1 While in good standing all members shall have equal rights, interest, and responsibilities with respect to the Association and its property, shall have the right to vote in all membership meetings and shall have the right to hold office and committee assignments except as otherwise limited.

1.3.4.2. Membership shall be not transferable.

1.3.4.3 Members in good standing are defined as: Participation on work schedules at rodeos, any fundraising, community service, and no outstanding payments or rodeo fees.

1.4 Grievance

1.4.1 These Bylaws, rules and regulations shall be governed by the laws of the State of Hawaii

1.4.2 Whenever a member of the KAGRA has a grievance against the association, its Board, or a Director individually, due to an official act or failure to act, that member shall submit the grievance in writing, citing the applicable Bylaw by the Board.

The Board shall convene at their next regular meeting to determine the correctness of the grievance. The complaining member shall present all pertinent data or evidence on the matter, and may attend in person.

The Board shall make their determination, and recommendations for the solution of such grievance, if necessary. The complaining member shall be notified of such decision within (10) days of such decision. If the complaining member is dissatisfied with the decision or solution as determined by the KAGRA Board, she must submit a written appeal to the matter of KAGRA within (10) days of notice to the member of the decision.

At the next regular Board meeting she may present any new data or evidence to the KAGRA Board concerning the matter together with any new witnesses she may have. No KAGRA MEMBER may invoke the aid of the courts of the United States without first exhausting all remedies within the KAGRA including a final appeal to the Board serving as the Grievance Committee. If a member files suit against KAGRA, and KAGRA prevails in such suit, she shall pay for all attorney fees and costs, including but not limited to, all court costs, travel expenses, discovery expenses, and reasonable compensation for time spent by KAGRA officials in responding to and defending against the lawsuit.

ARTICLE II

Elected Officers and Duties

2.1 The officers shall assume office following their election and shall serve for a period of one year.

2.2 President

2.2.1 The President will be elected by popular vote to serve a term of one year.

2.2.2 The President shall be the Chief Executive Officer of the Association. She shall see that the Bylaws, rules, and regulations of the Association are enforced and shall perform all other duties that may be prescribed from time to time. The President shall preside at all meetings of the KAGRA. She shall be the ex-officio member of all committees, except the Committee of the Nominations. The President shall not sign any contract unless by Board approval.

2.3 Vice President

2.3.1 The Vice President shall be elected by popular vote to serve a term of one year.

2.3.2. In the absence of disability of the President, the Vice President shall have the powers and shall perform the duties of the President and such other duties as may be prescribed. She will have a vote on all Association Business.

2.3.3 Should the Vice President be unable to serve in the office for any reason, the Board at the next regular scheduled meeting shall select a qualified Director to complete the term. (To hold office until the next election when the office would declare vacant for the remaining portion of the term)

2.4. Newly elected officers shall assume office thirty (30) days following certification of election by the KAGRA auditor. The Board shall be empowered to create and fill special offices and positions beyond those of the KAGRA Board. The first meeting of the Board shall occur in the spring of each year after the expiration of the 30 day certification period.

2.5 Recording Secretary

2.5.1 The secretary shall be elected by popular vote to serve a term of one year

2.5.2 The Duties are as followed:

2.5.2.1 The Secretary shall keep the minutes of all membership and Board meetings. She shall be the custodian for the safe keeping of all documents and records of the Association. She shall be the ex-officio secretary of all committees appointed by the President of the board when demanded and to the annual membership meetings and Directors from time to time. Keep a register of the mailing address, residence address, and residence and business telephone number of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to her by the President of the Board.

2.6 Rodeo Secretary

2.6.1 The Rodeo Secretary shall be elected by popular vote to serve a term of one year.

2.6.2. The Duties are as follows:

2.6.2.1 The rodeo secretary shall prepare and receive all applications for membership and entries for rodeos and shall be the custodian for all record keeping task for the rodeos. She must post the roping and riding schedules one-half (1/2)hour before the show for contesting participants on that day. She shall submit to the Board a correct and complete results sheet listing the payoffs and points for each place and individual to the Recording secretary within ten (10) days after the date of the performance.

2.7 Treasurer

2.7.1 The Treasurer shall be elected by popular vote to serve a term of one year.

2.7.2 The Duties are as follows:

2.7.2.1 The Treasure shall collect all monies due to the Association. She shall disburse the same only upon itemized demands. She shall account for all the same by itemized statements in detail to each annual meeting of the members and to the Board when demanded. She shall cause to be submitted, at the first meeting following the annual meeting of the members, a detailed budget of the proposed and anticipated expenditures for the forthcoming fiscal year of the Association. Upon approval of said budget, or its modification, it become binding upon the officers of the Association and cannot be exceeded in the total amount set forth by more than ten percent without a majority vote of the Board.

2.7.2.2. Auditing of accounts of the Association shall be made by a Certified Public Accountant at the closed of each year and/or on the completion of the treasures' term. Such accountant shall be an independent in all respect and shall not be a member of the Association.

ARTICLE III

Violation of Rules and Penalties

No member shall refuse any reasonable request to assist the Association, its officers, committees, or agents in the proper conduct of the affairs of the Association.

3.1 Disciplinary Procedure

3.1.1 Any member may be disqualified, fined, suspended, or expelled from the Association and may be denied any or all privileges of the Association whenever it shall have been established by evidence satisfactory to the Board that such member has violated any pertinent rule of the Association. All contestants are required to read the rules carefully. FAILURE TO UNDERSAND WILL NOT BE ACCEPTED AS AN EXCUSE.

3.1.1.1. Any member filing a complaint against and other member may make her complaint through Director, or the KAGRA. Further details regarding the complaint shall be available only upon written request from the part complained against. All names of persons signing the complaints will be kept confidential.

3.2 Major Violations

3.2.1. Major Violations are those hereinafter listed. Whenever anyone shall be accused of any major violations, she may request to have an opportunity to speak with all board members.

3.2.1.1. Disciplinary guidelines are as follows:

1st offense: Verbal Warning from KAGRA Board

2nd offense: Written Warning from KAGRA Board

3rd offense: Disqualification and loss of points from that day

Any violation thereafter will results in forfeiture of membership rights and potential rodeo season suspension as determined by KAGRA Board.

3.2.1.3 The following violations shall constitute a major rule violation:

3.2.2. Any member under the influence of alcohol or drugs to excess while competing in a KAGRA contest or being under the influence of alcohol or drugs in the arena

3.2.3. Any member who recklessly, knowingly, or willfully causes trouble inside or outside the ranks of KAGRA by willfully causing disturbance, or unnecessarily aggravation KAGRA officers, directors, rodeo producers, secretaries, committees, judges, and members

3.2.4 Any member who willfully by any act, whether by commission or omission the result of which is to place the actor or any other competitor in a favored position over other contestants.

3.2.5 Attempting to fix, threaten, bribe, influence, or harass the judge or other rodeo official.

3.2.6 Accusing or making statements detrimental to rodeo producer, rodeo committee, rodeo secretary, or timer.

3.2.7 Use of electronic and/or remote controlled devices whether in our out of the arena.

3.2.8 Talking to a flag judge or timekeepers while events are in progress.

3.2.9. Abuse of horse on the rodeo grounds. This accusation must be supported in writing by at least two persons, the complaining part, and one witness.

3.2.10. For being involved in any act which in the opinion of the Board would be inconsistent with the best interest of the KAGRA or the sport of rodeo.

3.2.11 Conduct, speech, appearance, or lack of financial responsibility which shall be determined by the KAGRA to be significantly detrimental to the public image. Reputation, or well-being of KAGRA or the sport of rodeo. Without limiting the foregoing, lack of financial responsibility shall include failure by a member to pay debts as the come due.

3.2.12. Any member who practices or warms up their horse while the ground is being worked will receive 1 warning (per season), any time you are caught practicing or warming

up while the ground is being worked after receiving the first warning you will be disqualified from the entire rodeo that you were cited at the second time at board's discretion.

ARTICLE IV

4.1 Event Directors

4.1.1. Number and Selection of Event Directors- Event Directors shall consist of no less than six(6) and no more than thirteen (13) directors, elected at the regular annual meeting to serve an term of one (1) year.

4.1.2 Vacancy- In case of vacancy on the Event Directors, whether by death, resignation, disqualification, removal, increase in number, or other cause, the President shall appoint, with the Boards majority approval, a qualified successor to serve the balance of the term left vacant.

4.1.3 Each director shall hold office for two (1) calendar years and until his successor shall have been elected and qualified. Directors must be a resident of the County of Kauai, and a member of the Association. All event directors will be elected before the first of the oncoming calendar year by ballot.

4.1.4 No compensation shall be received by any director.

4.1.5. Event Director Job Description: (Rev 1-10-10)

4.1.5.1 The Event Director has the authority to approach the flagman if they feel there is a discrepancy in a run or a call. The Event Director serves as a rule clarifier and a liaison between the contestant and the Flagman. The Event Director may approach the Arena Director as needed.

4.1.5.2. Event Directors shall have full knowledge of current KAGRA rules and shall communicate regarding rules to producer of the rodeo.

4.2 Arena Director

4.2.1 Arena Director shall be a non-contestant (Rev 1-10-10)

4.2.2 Arena Director Job Description:

4.2.2.1 Arena Director must be knowledgeable and familiar with all KAGRA Rules and Policies.

4.2.2.2. Arena Director has the authority to over-ride the flagman on all rodeo decisions, and will have the final say in rodeo decisions

4.3 Discrepancy Protocol (Rev 1-10-10)

4.3.1 When there is a question/discrepancy on a call, the contestant will approach the event director and explain the situation. The Event Director will then consult the Flagman, who shall collaborate with the Arena Director, who will make the final call.

5.1 Fundraising

5.1.1 Any member that does not turn in all of their money for fundraising activities by the designated deadline, will no longer be allowed to ride in any KAGRA function until the debt is paid, and/or will be subject to all non-member fees.

6.1 Revision of Bylaws/Rodeo Rules

6.1.1 For the protection of KAGRA and its members at any time the Bylaws, Constitution, or Rodeo Rules are in question. The KAGRA will need 30 days' notice of such changes and a committee must be nominated by members and chaired by the Vice President of the Association. Changes/revisions shall be voted on and accepted by the KAGRA members by majority vote.