

ByLaws of the Peninsula Rifle and Pistol Club
Port Angeles, Washington

Article I - Name

The name of this organization shall be: Peninsula Rifle and Pistol Club, which will function as and adopt these bylaws for a shooting club.

Article II - Purpose and Objectives

The purpose and objectives of this shooting club shall be:

- (a) The purpose for which the Corporation if formed are those set forth in its Articles of Incorporation, as from time to time amended. Specifically, the purposes are to carry out objectives as outlined in this Article II. The Corporation is not formed for pecuniary or financial gain, and no part of the assets, income, or profit of the Corporation is distributable to or inures to the benefit of its Directors or Officers. No substantial part of the activities of the Corporation shall be devoted to attempting to influence legislation by propaganda or otherwise, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements with respect to) any political campaign on behalf of or in opposition to any candidate for public office.
- (b) To encourage organized rifle and pistol shooting among citizens of the United States residing in our community, with a view towards better knowledge on the part of such citizens of the safe handling and proper care of firearms, as well as improved marksmanship, all for the purpose of enhancing public safety.
- (c) To promote, organize and sponsor educational programs for Young People, to teach firearms safety, encourage responsible gun handling, and sponsor marksmanship competitions for youth participation.
- (d) To promote, organize, and sponsor amateur athletic competition in the shooting sports, including participation at National levels.
- (e) To foster the development of the characteristics of honesty, good fellowship, self-discipline, team play, and self-reliance, which are the essentials of good sportsmanship and the foundation of true patriotism.

Article III - Membership

Any citizen of the United States may become members of this organization on vote of the Executive Committee after subscribing to the following pledge and on payment of the usual initiation fees and dues;

"I certify that I am a citizen of good repute of the United States of America; that I am not a member of any organization or group having as its purpose or one of its purposes to overthrow by force and violence of the Government of the United States or any of its subdivisions; that I

have never been convicted of a crime of violence; and that, if admitted to membership, I will fulfill the obligations of good sportsmanship and good citizenship.”

Junior members, under the age of 18, may be enrolled and participate in club activities under the supervision of adult members. Junior members reaching the age of 18 shall become Regular Member and shall be accorded the full privileges, including voting rights of Regular Members.

Article IV - Dues

- (a) The amount of annual dues to the club shall be set by the Executive Committee and presented for approval at any regular or special meeting called for this purpose. Two-thirds vote of the members present shall be necessary for approval.
- (b) Dues cover the period from January 1st to December 31st and shall be paid no later than February 15th of each year. No member of the club in arrears shall be eligible to vote or to enjoy any other privileges or benefits offered by this club.
- (c) An applicant for membership joining any time after June 30th will be allowed to pay, for the remainder of the calendar year, a pro-rata share of the amount of annual dues then in effect.

Article V - Meetings

- (a) Annual Meeting. The Annual Meeting shall be held during the month of December at such time and place as may be fixed by the Executive Committee. Members will be notified by U.S. Mail at least 14 days prior to the scheduled date of the meeting. If the Annual Meeting does not take place at the time fixed, it shall be held within a reasonable time thereafter, and the officers shall hold over until their successors have been elected.
- (b) Regular Meetings. The regular meeting of the club for the transaction of ordinary business shall be held once each month, at such time and place as may be fixed by the Executive Committee.
- (c) Special Meetings. A special meeting of the club may be held at any time upon the call of the President or upon the call of the Executive Committee or upon the demand of the members, in writing, stating the purpose of the proposed meeting, and signed by not less than 20% of the members entitled to vote. Notice of the time, place, and purpose of any special meeting shall be given all officers and members in good standing in writing by email or United States mail not less than seven days prior to the date fixed for the holding of the meeting. The place of such special meeting shall be fixed by the Executive Committee.
- (d) Quorum, One-fourth of the members of the club entitled to vote shall constitute a quorum at any meeting.
- (e) All meetings held, and all votes taken, shall be conducted in accordance with Robert's Rules of Order, Newly Revised.

Article VI - Officers

- (a) The officers of this club shall be a President, Vice-President, Secretary, Treasurer, and Executive Officer who, acting together, shall constitute the Executive Committee (offices of the Secretary and Treasurer may be combined).
- (b) Members willing to be considered for elective office shall declare their candidacy no later than the regular membership meeting in November, where nominations from the floor will be entertained. A Nominations will not be accepted from the floor during the Annual Meeting. Officers shall be elected by a majority vote by ballot of the members in good standing in attendance at the Annual Meeting of the club. They shall hold office for one year or until their successors are elected.
- (c) The Executive Committee shall have general supervision and control all the activities of the club, subject to the approval of the membership. Notwithstanding the provisions of Article V (d), one-half of the membership entitled to vote, present at any regularly scheduled meeting, shall constitute a quorum for such matters. The Executive Committee may make agreements and form contracts with others organization and individuals in order to carry out purpose and objective of the club, subject to the limitations of Article II (a) of these bylaws.
- (d) Meetings of the Executive Committee shall be held regularly at such time and place as the Committee may determine. Regular meetings of the Executive Committee shall be announced as to time and place, and shall be open to visitation by all members in good standing. Special meetings of the Executive Committee may be held at any time on the call of the President or on demand, in writing to the Secretary, by three members of the Committee.
- (e) Three members of the Executive Committee shall constitute a quorum at any regularly scheduled meeting, or special meeting, provided that all committee members receive notice of the meeting.
- (f) Resignation of any officer may be accepted by a majority vote of the remaining members of the Executive Committee.
- (g) A vacancy in the Executive Committee may be filled by a majority vote of the remaining members of the Committee. However, if more than one vacancy exists, a meeting of the club shall be called and new officers shall be elected to fill the vacancy until the date of the next Annual Meeting, as provided in paragraph (a) above.
- (h) The officers of this club must be 21 years of age or older.

Article VII - Duties of Officers

- (a) President. The President shall preside at all meetings of the club and of the Executive Committee. He shall be a member ex officio of all regular and special committee, and shall perform all such other duties as usually pertain to his office.
- (b) Vice-President. The Vice-President shall perform the duties of the President in his absence or at his request.
- (c) Secretary. The Secretary shall conduct official correspondence and forward reports as may be required to those National and regional organizations with which the club is

affiliated. He shall notify the members of the Executive Committee and the general membership of the time and place of meetings, including Executive Committee meetings and shall notify the members of the special and Annual Meetings, as required in Article V. He shall keep a true record of all meetings of the Executive Committee and of the club and have custody of the book and papers of the club, except for the Treasurer's book of accounts. All applications for membership in the club shall be made to the Secretary. He shall be responsible for the collection of all fees and dues and shall remit the same to the Treasurer, taking his proper receipt therefore. He shall be responsible for maintaining the club's membership in such National and regional organizations as the Executive Committee determines are beneficial to the club.

- (d) Treasurer. The Treasurer shall have charge of all funds of the club and place the same in such bank or banks as may be approved by the Executive Committee. Such money shall only be withdrawn by check signed by the Treasurer, or in his absence the President, for payment of such bills as shall have been approved by the establishment of a General Fund and such segregated Special Funds as may be required. Special Funds shall contain those moneys dedicated to a specific activity. All other moneys shall be kept in a general fund. Executive Committee may authorize from the General Fund, or from Special Funds, a continuing authorization for recurring expenses. The Treasurer shall keep accurate account of all transactions and shall be prepared to render a Treasurer's report at any meeting when requested.
- (e) Executive Officer. The Executive Officer shall have charge of property belonging to the club, the range of the club, the printing of scoreboards and have charge of all small arms instruction with authority to appoint his assistants.
- (f) Limitations. No officer of the club shall contract any bills, or enter into any contractual agreements on behalf of the club, with any individuals or other organizations, without the prior authorization of the Executive Committee.

Article VIII - Suspension or Expulsion

- (a) Any officer may be removed by two-thirds vote of the members in good standing present at any special meeting called for this purpose. No vote on suspension or removal may be taken unless at least fifteen days' notice in writing shall have been given to the officer of the reason for his removal and of the time and place of the special meeting at which such ballot on his removal is to be taken. At such special meeting the officer shall be given a full hearing.
- (b) Any member may be suspended or expelled from the club for any cause deemed sufficient by the Executive Committee by an affirmative majority vote, without proxy, of all the members of the committee at any regular or special meeting of the Executive Committee, provided that no vote on suspension or expulsion may be taken unless at least fifteen days' notice in writing shall have been given to the member of the charges proffered and of the time and place of the meeting of the Executive Committee at which such charges will be considered. At such meeting the member under charges will be accorded a full hearing.

- (c) Charges against any officer or member may be proffered by any member in good standing. They shall be in writing clearly stating the facts relied upon and accompanied by all affidavits or exhibits that are to be used in support of the charges. Such charges shall be filed with the Secretary, who will immediately notify the President. Where appropriate, any misconduct on the part of an officer or member will be the subject of first spoken and then written warnings issued by an officer of the club, before any action to discharge of officer, or suspend or expel the member. If suspension or expulsion of a member is to be considered, the President will call a meeting for the Executive Committee to hear the charges. The Secretary will give at least fifteen days' notice of the meeting to each member of the Executive Committee, to the accuser and to the accused, which notice shall be in writing and will include a true copy of the charges and of the supporting affidavits and exhibits.
- (d) Any member suspended or expelled by Executive Committee may appeal to the full membership of the club. Such appeals shall be made in writing to the Secretary who will notify the President. The President will call a special meeting of the club for the purpose of acting on the appeal. The Secretary shall give at least fifteen days' notice in writing to all members of the club in good standing, stating the date, time, place, and reason for such special meeting. At the meeting of the full club, the Secretary will read the original charges, the supporting affidavits, and will read or display the accompanying exhibits, and will read the minutes of the meeting of the Executive Committee at which the charges were heard and action taken. A full hearing will be given to the accuser and the accused. A vote will be taken by ballot of the member in good standing present and two-thirds vote shall be required to reverse the action of the Executive Committee.

Article IX - Match Rules

All rifle and revolver or pistol competitions held by the club for which score will be reported to any sanctioning organization, will be governed by rules promulgated by said organization.

Article X - Amendments

Any proposed amendment to these bylaws may be introduced by any member of the club at any regular meeting or special meeting call for this purpose. All members must be notified of proposed amendments by email or U.S. Mail at least 14 days prior to the scheduled date of the meeting and a written copy of the proposed amendment must be sent to each club member as part of the meeting notice. A two-third affirmative vote of the members present will be necessary to adopt any amendments to these bylaws.

Article XI - Indemnification of Officers and Others

- (a) Grant of Indemnification; Subject to the provisions of the following section, each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitations, as a witness) in any threatened, pending, or completed action, suit or proceeding, whether formal, informal, civil, criminal, administrative or investigative (hereinafter a proceeding), by reason of the fact that he or she is or was on officer of the Peninsula Rifle and Pistol Club (hereinafter referred as PRPC), where the basis of such proceeding is alleged action in an official capacity as an officer, employee or agent, shall be indemnified and held harmless by PRPC to the fullest extent permitted by applicable law, as then effect against all expense, liability and loss (including attorney's fees, costs, judgments, fines, and penalties, and amounts to be paid in settlement) reasonable incurred or suffered by such person who has ceased to be an officer and shall inure to the benefit of his/her heirs, executor and administrators.
- (b) Limitations on Indemnification. Notwithstanding the provision of the prior section, no indemnification shall be provided hereunder to any such person to the extent that such indemnification would prohibited by the state law or other applicable law as then in effect, nor except as provided in section (d) blow with the respect to proceedings seeking to enforce rights to indemnification, shall PRPC indemnify any such person seeking indemnification in connection with the proceeding (or part thereof) initiated by such person except where such proceeding (or part thereof) was authorized by officers of PRPC.
- (c) Advancement of Expenses: The right to indemnification conferred in this Article shall include the right to be paid by PRPC for expenses incurred in defending any such proceeding in advance of its final disposition, except where the officers shall have adopted a resolution expressly disapproving such advancement of expenses.
- (d) Right to Enforce Indemnification: If a claim under Section (a) is not paid in full by PRPC within ninety (90) days after a written claim has been received by PRPC, or if a claim for expenses incurred in defending a proceeding in advance of its final disposition authorized under Section © is not paid within (90) days after written claim has been received by PRPC, the claimant may at any time bring suit against PRPC to recover the unpaid amount of claim and to extent successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification hereunder upon submission of a written claim, and thereafter PRPC shall have the burden of proof to overcome the presumption that the claimant is so entitled. It shall be a defense to any such action that the claimant has not met the standards of conduct which make it permissible under the Washington Business Corporation Act for PRPC to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on PRPC. neither the failure of PRPC (including its officers), independent legal counsel, or its members to have made a determination prior to the commencement of such action the indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances, nor an actual determination by PRPC (including its officers, independent legal counsel, or members) that the claimant is not entitled to indemnification or to reimbursement or advancement of expenses shall be defense to the action or create a presumption that the claimant is so entitled.

- (e) Indemnification of Employees and Agents: PRPC may, by action of its officers, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of PRPC on the same terms and with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of officers.
- (f) Insurance and Other Security: PRPC will maintain insurance, at its expense, to protect itself and any individual who is or was an officer, employee or agent of PRPC against any liability asserted against or incurred by the individual in the capacity or arising from his/her status as an officer, agent or employee, whether or not PRPC would have the power to indemnify such person against the same liability under Washington Business Corporation Act. PRPC may enter into contracts with any officer of PRPC in furtherance of the provisions of the; action and may create a trust fund or use other means to ensure payment of such amounts as may be necessary to effect indemnification as provided in this Article.
- (g) Amendment or Modification: This article may be altered or amended at any time as provided by by-law, but no such amendment shall have the effect of diminishing the rights of any person who is or was an officer as to any acts or omissions taken or admitted to be taken prior to the effective date of such amendment.
- (h) Effect of Article: The rights conferred by PRPC shall be deemed to be contract rights between PRPC and each person who is or was an officer. PRPC expressly intends each person to rely on the rights conferred hereby in performing his/her respective duties on behalf of PRPC.