

BY-LAWS
OF
THE VILLAGES HANDBELL RINGERS
DBA
VILLAGE RINGERS

Article I.

Definitions

1. Name. The “Corporation” shall mean: The Villages Ringers, its successors and assigns.
2. Board. The “Board” shall mean the Board of Directors of the Corporation.

Article II.

Purposes, Objectives and Governing Instruments

1. Charitable, Educational, and Scientific Purposes and Powers. The purposes of the Corporation, as set forth in the Articles of Incorporation, are exclusively charitable, educational, or religious, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law (“Section 501(c)(3)”). In furtherance of such purposes, the Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws.

The objectives of the Corporation are to:

- a) Attract and challenge intermediate to advanced handbell ringers through the rehearsal and performance of quality music.
- b) To expand the public appreciation of and interest in handbell music through engaging performances.

- c) To provide education to the greater community on the art of handbell ringing.
- d) To encourage public appreciation of and interest in handbell music.
- e) To have fun!

2. Governing Instruments. The Corporation shall be governed by its Articles of Incorporation and its Bylaws.

3. Nondiscrimination Policy. The Corporation will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

4. Limitations on Activities. No part of the activities of the Corporation shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Corporation operate a social club or carry on business with the general public in a manner similar to an organization operated for profit.

Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

Article III. **Membership**

1. The Corporation shall include members, who are selected by a majority vote of the handbell ringer members of the Board, based on auditions, which will be held at least once per year. Board decisions on membership are final and not subject to any appeal authority. The members will select the Board members at the annual meeting by ballot.
2. Membership is open to all qualified handbell ringers. All prospective members are required to audition for membership.

3. Persons shall be admitted to membership if they meet the criteria established by the Music Director and/or Executive Committee. Failure to continue to demonstrate an adequate skill level shall be grounds for dismissal. New members shall be accepted when auditions are held at the beginning of March, or when positions become available. Substitutes for performances or rehearsals may be made at the discretion of the Music Director and/or Board.
4. All members are expected to arrive on time for all rehearsals and performances. Excessive tardiness shall be grounds for dismissal.
5. Membership Fees shall be determined by the Board of Directors and shall be collected within the first 2 months of membership.
6. Each member shall abide by the bylaws and other regulations and policies adopted by the organization. The President of the organization shall ensure that various duties required by the organization are equally divided among the membership.

Article IV.

Board of Directors

1. Annual Meeting. A meeting of the Board shall be held annually in the month of March, the date and time to be fixed by the Board, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.
2. Number. The number of Directors constituting the entire Board shall be fixed by the Board, but such number shall not be less than four (4).
3. Election and Term of Office. The initial Directors of the Corporation shall be those persons specified in the Certificate of Incorporation of the Corporation. Each Director shall hold office until the next annual meeting of the Board and until such Director's successor has been elected and qualified, or until his or her death, resignation or removal.

4. Powers and Duties. Subject to the provisions of law, of the Certificate of Incorporation and of these By-Laws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the Corporation and shall exercise all the powers that may be exercised by the Corporation.

5. Additional Meetings. Additional meetings of the Board may be held at such times as the Board may determine. Special meetings of the Board may also be called at any time by the Managing Director, Artistic Director or by a majority of the Directors then in office.

6. Notice of Meetings. No notice need be given of any annual or regular meeting of the Board. Notice of a special meeting of the Board shall be given by service upon each Director in person or by mailing or e-mailing the same to him at his or her office address as it appears upon the books of the Corporation at least two business days (Saturdays, Sundays and legal holidays not being considered business days for the purpose of these By-Laws) if given in person, or at least four business days, if given by mailing the same, before the date designated for such meeting specifying the place, date and hour of the meeting. Whenever all of the Directors shall have waived notice of any meeting either before or after such meeting, such meeting shall be valid for all purposes. A Director who shall be present at any meeting and who shall not have protested, prior to the meeting or at its commencement, the lack of notice to him, shall be deemed to have waived notice of such meeting. In any case, any acts or proceedings taken at a Directors' meeting not validly called or constituted may be made valid and fully effective by ratification at a subsequent Directors' meeting that is legally and validly called. Except as otherwise provided herein, notice of any Directors' meeting or any waiver thereof need not state the purpose of the meeting, and, at any Directors' meeting duly held as provided in these By-Laws, any business within the legal province and authority of the Board may be transacted.

7. Open Meetings. Any member of the corporation may attend meetings of the Board of Directors. Non-members may attend with the permission of the presiding officer.

8. Quorum. At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

9. Voting. At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the Artistic Director shall have an additional vote to be the tie-breaker.

10. Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

11. Removal. Any Director may be removed for cause by vote of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.

12. Resignation. Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

13. Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Directors' meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

14. Committee. The Board, by resolution adopted by a majority of the entire Board, may designate from among the Directors an executive committee and other standing committees, each consisting of three or more Directors, to serve at the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

15. Participation by Telephone. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article V.

Officers

1. Election and Qualifications; Term of Office. The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer. Each officer shall hold office for one year and until a successor is elected and qualifies. An officer may be re-elected for additional terms.
2. Nominations. At the first rehearsal in the month of March, nominations shall be accepted from the floor for the vacating officer positions. Voting for those positions will then take place.
3. Vacancies. Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.
4. Powers and Duties of the President.
 - a) Preside at all meetings of the Board of Directors, general meetings of the organization, and at any special meetings;
 - b) Appoint the Committee Chairs;
 - c) Make interim appointments as needed, with the approval of the Executive Committee;
 - d) Approve all expenditures of the organization for payment by the Treasurer;
 - e) Serve as ex-officio member of all committees;
 - f) Call special meetings as necessary;
 - g) Ensure that various duties required by the organization are equally divided among the membership
5. Powers and Duties of the Vice-President.
 - a) Perform the duties of an absent President;
 - b) Be responsible for fundraising and coordinating events;
 - c) Assume the responsibilities of the President if the President is no longer able to serve;
 - d) Assist the President as directed;
 - e) Maintain records of Music Library.
6. Powers and Duties of the Secretary.
 - a) Handle all correspondence of the organization;
 - b) Record minutes of the proceedings of all meetings within the organization;

- c) Make minutes available to the appropriate persons;
- d) Keep an accurate roster of all members;
- e) Keep attendance for all rehearsals and performances;
- f) Be custodian of the files;
- g) Coordinate updates to the website.

7. Powers and Duties of the Treasurer.

- i.** Handle all financial matters of the organization;
- ii.** Collect and Record fees and donations;
- iii.** Have charge of all funds;
- iv.** Have authority to sign checks and pay expenses, upon approval by the President. In the event the President is unavailable, the Treasurer can approve expenditures.
- v.** Keep a permanent record of all financial transactions, with the books open for inspection at all times;
- vi.** Work with the incoming/outgoing treasurer to prepare a proposed budget no later than March 1st.
- vii.** Be responsible for making an annual financial report available to the membership and regular reports available to the Board of Directors and Executive Committee.
- viii.** Be responsible for having all the necessary forms required by the Internal Revenue Service and other regulatory bodies prepared and filed.

8. Delegation. In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

9. Removal. Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the Directors then in office at any meeting of the Board.

10. Resignation. Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Corporation.

Article VI.

Duties of the Music Director

1. Be responsible for the music program;
2. Take charge of all auditions, all regular and special rehearsals, and performances;
3. Select all music for performances within the limits established by the budget;
4. Be responsible for scheduling concerts, festivals, and workshops;

Article VII.

Bank Accounts, Checks, Contracts and Investments

1. Bank Accounts, Checks and Notes. The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. The Treasurer of the Board shall be authorized to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness. Unless otherwise directed by the Board, two signatures must be acquired for all payments, the Treasurer and the President of the Board.
2. Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.
3. Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.
4. Charitable Donation. The Corporation shall designate a minimum of 10% of its total income to a charitable donation of the corporation's choice.

Article VIII.

Indemnification

1. Indemnity Under Law. The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

Additional Indemnification.

The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Corporation, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Corporation (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long

as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Corporation under this Section 2, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the Corporation of the commencement thereof:

The Corporation will be entitled to participate therein at its own expense; and, except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Corporation to the Indemnitee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnitee in the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by the Corporation (it being understood, however, that the Corporation shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the

Corporation or as to which the Indemnitee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

Anything in this Section 2 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnitee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnitee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of a written request made by the Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under the Corporation's Certificate of Incorporation or otherwise under the Corporation's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

2. Limitation. No amendment, modification or rescission of this Article VII shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

3. Dissolution. The Corporation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation and with State law. Upon dissolution of the organization; first, any creditors would be paid off; second, any music and equipment would be offered for sale to the existing membership; lastly the proceeds of such sale and any other assets would be donated to the American Guild of English Handbell Ringers Endowment Fund.

No part of the net earnings of the Organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

The Corporation is not empowered to engage, other than as an insubstantial part of our activities, in activities that do not further one or more of the above stated purposes. No substantial part of the activities of the Corporation shall be the carrying on, directly or indirectly, of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provisions of this document, the Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501C3 of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170C2 of the Internal Revenue Code, or corresponding section of any future federal tax code.

4. Amendments. These By-Laws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by a two-thirds (2/3) majority vote of the number of members present at a meeting held for that purpose. Notice of such meeting shall be given to the members at least seven (7) days prior to the meeting and shall (a) state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to the bylaws, and (b) include a copy or summary of the proposed amendment.

5. Construction. In the case of any conflict between the Certificate of Incorporation of the Corporation and these By-Laws, the Certificate of Incorporation of the Corporation shall control.

These Bylaws were adopted at a meeting of the Board of Directors of The Village Ringers, Inc. on _____, 2018.

Name
President/Music Director

Name
Treasurer

