

## **PARROT HEADS IN PARADISE, INC. BYLAWS**

### **I. GENERAL**

#### **A. NAME**

The organization will be called Parrot Heads in Paradise, Inc.

#### **B. PURPOSE**

The purpose of the organization is to promote the national network of Parrot Head Clubs as a humanitarian group sharing information and social activities for mutual benefit. The organization will engage in activities that are charitable, educational and that promote the general welfare of the community.

#### **C. STATEMENT OF PURPOSE**

Parrot Heads in Paradise, Inc. is a non-profit corporation, incorporated in the State of Arizona, whose purpose is to assist in community and environmental concerns and provide a variety of social activities for people who are interested in the music of Jimmy Buffett and the tropical lifestyle he personifies.

### **II. PARROT HEADS IN PARADISE, INC. - CHARTERS**

#### **A. CLUB CHARTER**

Membership to the Parrot Heads in Paradise, Inc. organization shall be open to any/all clubs meeting the membership requirements outlined in Article II., Section B.

#### **B. CLUB CHARTER REQUIREMENTS**

1. Clubs shall pay annual dues, according to Article III. and to the schedule approved by the Executive Committee, prior to January 31, of each year.
2. Clubs must have a commitment to the purposes set forth in Article I., Sections B. and C.
3. Clubs must have an interest in the music and ideologies of Jimmy Buffett's music and publications.
4. Clubs must adhere to the rules set forth in Article II., Section C. and all of these Bylaws.
5. Clubs must participate in a minimum of two (2) community, charity, or environmental projects of their choice per calendar year.
6. Clubs are required to submit to the Director of Membership a semi-annual report describing their community, charity and environmental projects. These reports are due by July 31st and January 31st of each year.
7. Clubs must maintain a minimum of ten (10) paid members at all times. Any chapter falling below the minimum will be placed on probation for a period of one (1) year and will receive special assistance from the Director of Membership in the area of recruiting. Should said chapter fail to reach and maintain minimum membership during the period of probation, the club may be subject to revocation of charter, at the discretion of the Board.

C. CLUB CHARTER PRIVILEGES AND RESPONSIBILITIES

1. Parrot Heads in Paradise, Inc. shall not dictate the rules, regulations, activities, or elections of any club except when such club actions deviate from these Bylaws.
2. Club leaders (as defined in Article II., Section F. 2) in good standing shall have the right to receive information made available by the Executive Committee.
3. Parrot Heads in Paradise, Inc. and its chartered clubs shall not discriminate based on gender, race, creed, color, religious belief, or disability.
4. Clubs are responsible for all requirements of membership as outlined in Article II., Section B.
5. Amended December 30, 2002 to read: Clubs must annually submit the names, addresses, telephone numbers and (when available) email addresses of all members in good standing, due no later than January 31 of each year. Membership information shall be for the sole use of Parrot Heads in Paradise, Inc., and is not to be sold or distributed for any other purpose.
  - a. Should a particular club leader relinquish his/her leadership role, leaving said club without a proper and viable current membership roster, and no other member of that club has access to said roster, then that club leader's successor may request, in writing, a copy of the current membership roster from Parrot Heads In Paradise, Inc. In such an event, prior to providing the membership roster to the new leadership, the PHiP Board of Directors shall make reasonable attempt to contact the former club leader for verification, and both past and present club leaders shall be made aware of the pending transaction.
6. Pursuant to the request of HK Management, The Howard Rose Agency, and Margaritaville Holdings, Inc., NO club member, founder, or club president is authorized to contact any of these organizations regarding Jimmy Buffett concert tickets or any other matter pertaining to Parrot Heads in Paradise, Inc. Any and all communication shall be through Parrot Heads in Paradise, Inc.
7. Each local club must be committed to and operate consistent with the interests and objectives of the national organization.
8. The following disclosure statement should be included by each club on all new member applications, renewal notices, any written solicitations, and broadcast solicitations including incoming calls in which membership is discussed. "This contribution is not deductible as a charitable contribution for federal income tax purposes" unless IRS tax-exempt status has been established.
9. Parrot Heads in Paradise, Inc., assumes no responsibility or liability for any club taxes or legal obligations. It is the responsibility of each designated club representative to file any and all applicable tax returns and/or reports to federal, state and local agencies; to comply with federal, state, and local laws; and to comply with the regulations of the Corporation Commission or Attorney General in the state of club incorporation, if applicable. Parrot Heads in Paradise, Inc. is not legally affiliated with any local club nor will Parrot Heads in Paradise, Inc. or its officers be held liable or accountable for the actions, omissions or behavior of any club or its membership.

D. CLUB CHARTER REPRESENTATION DISPUTE

Club members in good standing with their respective club have the right to elect a club representative to Parrot Heads in Paradise, Inc.

In the event the existing club representative fails to comply with her/his club bylaws, the club members in good standing have the right to replace that club representative. The Executive Committee of Parrot Heads in Paradise, Inc., shall recognize the replacement representative provided the following procedures are strictly adhered to:

1. A majority of the club's membership in good standing submits in writing, a detailed explanation of the complaint(s) against their club representative. This may take the form of one document with the signatures of the majority of the members attached, or many letters from individuals, amounting to a majority of the membership determined by their annual report, sent in one package. Communiqués received individually will not be considered.
2. A majority of the members, determined by their annual report, shall cast written ballots to replace the club representative challenged. Written ballots will be verified as determined by Parrot Heads in Paradise, Inc.

E. CLUB CHARTER VOTING RIGHTS

Each club in good standing is allowed one (1) vote when national issues are presented. Club votes shall be cast by the club representative, recognized by the Executive Committee as outlined in Article II., Section F. 2., on ballots prepared by Parrot Heads in Paradise, Inc. Failure to cast a written and signed ballot by the deadline indicated on the ballot is considered an abstention and no extension of time will be given.

F. CLUB CHARTER REPRESENTATIVE

1. Parrot Heads in Paradise, Inc. shall recognize one (1) individual as the representative of the chartered club. Recognition of such individual is specified in Article II., Section F.2.
2. Parrot Heads in Paradise, Inc. shall recognize the representative of each chartered club in the following manner:
  - a. Where clubs have appointed or elected officials, the senior official as defined by the particular club (usually holding the title of "President") shall be recognized as the club representative above all others.
  - b. Where no officer has been appointed or voted upon, the founder shall be recognized, provided the club is in good standing with Parrot Heads in Paradise, Inc.
3. Club Representative Responsibilities:
  - a. To the Executive Committee: The representative must comply with all requirements as specified in these Bylaws. The representative must report any changes in club officers to the Director of Membership within 30 days. Each representative shall vote on national issues.
  - b. To local club members: The representative shall be responsible for bringing to Parrot Heads in Paradise, Inc. the concerns, comments, and suggestions of the club members.

- c. To Regional Communicator: Communication is to be open and mutual. The representative shall inform the Regional Communicator of upcoming club events.

G. CLUB CHARTER DISPUTES

All members involved, to the President of Parrot Heads in Paradise, Inc, shall submit any dispute in writing via U.S.P.S. Final determination shall be by majority vote of the Executive Committee. If the chartered clubs in which the dispute(s) has/have occurred refuse(s) to acknowledge the final determination of the Executive Committee, the club charter(s) may be placed on probation, suspended, or terminated.

H. CLUB CHARTER DISCIPLINE

The Executive Committee, by majority vote may place on probation, suspend, or terminate any club charter violating any provision of the Bylaws, rules, policies, and/or agreements properly adopted by Parrot Heads in Paradise, Inc. Any chartered club failing to provide documents required by Article III., Section B., by April 1 will be automatically terminated without further notice. Clubs terminated under this article may only request re-admission under the provision of Article II., Section K.5.

I. RESIGNATION

Any charter through its club representative may resign its membership with Parrot Heads in Paradise, Inc. by filing a written resignation with the President. Resignation shall not entitle charter to a refund of any dues.

J. RIGHT TO ASSETS

No suspended, terminated, or resigned charter will have any rights to Parrot Heads in Paradise, Inc. logos, names, member lists, activities or concert ticket privileges.

K. APPROVAL OF CHARTER

1. Any organization wishing to become a chartered club of Parrot Heads in Paradise, Inc. must demonstrate to the Director of Membership that it meets the membership requirements of Article II., Section B. Applicant organizations must submit payment of dues indicated in Article III., to the Director of Membership with the application for charter.
2. The organization requesting charter will file a written application for charter with the Director of Membership as set forth in Attachment 1.
3. Upon review of these documents and any other reasonable submissions considered necessary to determine an applicant's compliance with the provisions of Article II., Section B., the Director of Membership will report findings to the Executive Committee.
4. The Executive Committee will approve or reject the application by a majority vote.
5. The decision of the Executive Committee is final. No recourse or appeal of any application will be allowed, although any rejected applicant may reapply twelve (12) months from the date of rejection.

L. DISPUTE RESOLUTION – BINDING ARBITRATION

In the event of an irreconcilable dispute between a chapter and the Board of Directors of Parrot Heads in Paradise, Inc., the following procedure will be used to resolve the dispute:

1. A written petition must be made to the Board of Directors for reconsideration. Said petition should include specific reasoning and/or should cite any particular bylaws the club believes were improperly applied.
  - a. The petition should be sent certified mail, return receipt requested, or via an overnight delivery service where tracking of the request is possible. Otherwise, PHiP, Inc. bears no responsibility for failed delivery.
  - b. Said petition must be sent to the Secretary of Parrot Heads in Paradise, Inc.
  - c. Upon receipt, said petition for reconsideration will be addressed by the Board as quickly as possible, but no later than the next regularly scheduled Board of Directors meeting.
2. Should the petitioning club not be satisfied with the decision after reconsideration, said club retains the right to request binding arbitration.
  - a. The request for binding arbitration should include specific reasoning and/or should cite any particular bylaws the club believes were improperly applied. Only those issues identified in this written request will be considered in the arbitration process.
  - b. The request should be sent certified mail, return receipt requested, or via an overnight delivery service where tracking of the request is possible. Otherwise, PHiP, Inc. bears no responsibility for failed delivery.
  - c. Said request must be sent to the Secretary of Parrot Heads in Paradise, Inc.
  - d. Upon receipt of a request for binding arbitration, the Board of Directors shall provide a listing of qualified arbitrators from a certified professional group.
  - e. The club will then select an arbitrator from the list provided.
  - f. Once selected, the arbitrator will guide the process and his/her decision will be final and binding on both parties.
  - g. Any and all down payments or deposits required to begin the arbitration process will be the responsibility of the petitioning club.
  - h. Once the arbitrator has weighed the facts and rendered a final, binding decision, the party against whom the decision is rendered will be responsible for all fees incurred in the arbitration process. Should said decision be rendered in favor of the petitioning club, any down payments or deposits previously put forth by the petitioning club will be reimbursed by PHiP forthwith.

3. This amendment will become part and parcel of both the PHiP *Application for Charter* and the PHiP *Annual Renewal Application*. By signing either document, the club certifies that it is aware of and agrees to be bound by the Dispute Resolution Procedure. Failure to sign an *Application for Charter* will be grounds for rejection of said application, without recourse.. Failure to sign an *Annual Renewal Application* will be grounds for non-renewal of said charter, without recourse.

### III. DUES

#### A. CHARTER DUES

The Executive Committee of Parrot Heads in Paradise, Inc. shall determine the amount of annual club dues payable to Parrot Heads in Paradise, Inc.

#### B. SCHEDULE OF DUES

1. Each charter must pay minimum dues per year as determined at the annual meeting.
2. An additional \$1 per member is required for each chartered club with a membership exceeding 75.
3. Any club failing to pay dues in the amount required or pursuant to the schedules established in these Bylaws shall be subject to suspension as set forth in Article III., Section D.

#### C. PAYMENT OF DUES

1. Dues will be paid annually on or before January 31.
2. Any dues received from February 1 - February 28 will be assessed a 25% penalty based on total charter dues.
3. Any dues received from March 1 - March 31 shall be assessed a 50% penalty based on total charter dues.
4. Any charter not paying dues by April 1 shall have its charter terminated. The charter automatically loses all rights to use the terms "Parrot Heads in Paradise, Inc." and "Parrot Head." The charter also loses all ticket privileges, if applicable, as well as the privileges set forth in Article II., Section C.
5. Reinstatement of terminated charters shall be contingent upon payment of all prior dues owed Parrot Heads in Paradise, Inc. plus assessed penalties, if any, a reinstatement fee, and charter re-application.
6. Any charter experiencing financial hardship may apply in writing to the Director of Membership for an extension of time in which to pay with the Director of Membership.

7. New organizations applying for charter membership shall pay initial charter annual dues according to the following schedule and submit the charter application (See Attachment 1):

January 1 - March 31	100%
April 1 - June 30	75%
July 1 - September 30	50%
October 1 - December 31	25%

D. **DEFAULT, SUSPENSION AND TERMINATION**

Any charter in default of the dues schedule set forth in Article III., Section B., shall be suspended or terminated.

E. **REFUND OF CHARTER DUES**

There will be no refund of charter dues.

IV. **MEETINGS**

A. **ANNUAL MEETING**

The annual meeting of the charters shall be held at "Meeting of the Minds" Parrot Heads in Paradise, Inc, Convention. The charters shall meet for the purpose of conducting business.

B. **NOTIFICATION**

Written notice stating the location, day, and hour of the meeting shall be made by first class mail, electronic mail, or facsimile, whichever is more convenient at least ten (10) days in advance.

C. **QUORUM**

At least 25% of the total number of charters, represented in person or by proxy, shall constitute a quorum at this meeting.

D. **PROXY**

At all charter meetings a charter may vote by proxy. The proxy must be a member in good standing of that charter. A proxy will only be allowed to represent one charter per meeting. Written authorization from the club representative must accompany the proxy and be presented to the President or appointed board member prior to the meeting "call to order."

E. **VOTING**

Voting may be conducted by voice vote or written ballot. Voting may be conducted in lieu of a meeting.

F. **RESOLUTIONS**

All resolutions offered for consideration by the charters shall be presented in writing at least five (5) days prior to the meeting. These resolutions will be forwarded to all charters upon receipt for their review.

G. **RULES**

Meetings of charters shall be governed by Robert's Rules of Order, Second Edition, (first printing May 1998)

V. EXECUTIVE COMMITTEE

A. GENERAL POWERS

The Board of Directors of Parrot Heads in Paradise, Inc. shall manage all business matters.

B. NUMBERS AND POWERS

1. EXECUTIVE COMMITTEE

a. The Executive Committee shall be the President, Vice President, Treasurer, Secretary, and Director of Membership. Each Executive Committee member shall have one (1) vote on all matters before the Executive Committee. All votes ending in a tie shall be decided by the vote of the Founder of Parrot Heads of Paradise, Inc.

b. The Executive Committee shall be elected by a majority vote of the charter representatives.

2. FOUNDER

K. Scott Nickerson is recognized as the Founder of Parrot Heads in Paradise, Inc.

3. DIRECTORS

a. The Board of Directors of Parrot Heads in Paradise, Inc. shall be the Executive Committee, the Founder, the Director of Ticket Administration, the Director of Conventions, and any additional positions deemed necessary to manage Parrot Heads in Paradise, Inc.

b. The President shall formulate the job description(s) for and assign the respective duties of the additional position(s), subject to the approval of the majority of the Executive Committee.

4. PERMANENT ADVISOR SEATS

There shall be two (2) permanent, non-voting advisor positions eligible to be filled by Margaritaville, Inc. at their discretion.

C. TERMS OF OFFICE

1. The Executive Committee members of this organization shall continue to serve in their respective positions for a period of one (1) year. However, beginning with the election of the 2002 President and Secretary, positions will be for a two (2) year term. Beginning with the election of the 2003, the Vice President, Treasurer, and Director of Membership positions will be for a two (2) year term. All terms of office will expire on December 31 of the appropriate year.

2. Any member of the Board of Directors of Parrot Heads in Paradise, Inc. who resigns from office without completing the term of office will not be eligible to run for a Board position again for two (2) years from the date of resignation.

3. The positions of Director of Convention and Director of Ticket Administration shall be appointed and not elected positions. The Executive Committee, on a yearly basis and no later than September 1, shall make appointment.

D. RULES FOR ELECTING THE EXECUTIVE COMMITTEE

1. No later than June 1 of each year, an Elections Officer shall be selected by the Executive Committee to serve as the individual who takes nominations and counts the ballots. This individual shall not be a current member of the Executive Committee and must be a member in good standing of a charter in good standing with Parrot Heads in Paradise, Inc.
2. The Elections Officer will mail a nomination form to each club representative no later than July 1 of each year.
3. The Elections Officer must receive all nominations no later than August 1 of each year. All nominations must be signed by the nominee to be considered valid. Each person nominated as a candidate for office must meet the criteria of a member in good standing of a charter of Parrot Heads in Paradise, Inc. A resume and position statement must accompany the nomination for each person running for office.
4. The Elections Officer shall create a ballot listing each nominee in alphabetical order by position.
5. The Elections Officer will mail the ballot of candidates to each club representative by September 1. All voting must be completed and postmarked by October 1. The results will be communicated to the clubs no later than October 20.
6. Write-in candidates will not be allowed.
7. A ballot that is not received is considered an abstention vote.
8. The only votes accepted will be those from charter club representatives.
9. In the event that no candidate receives 35% of the vote, an immediate run-off election shall be held with the two candidates receiving the most votes entered into this run-off. In the case of a tie for the second position, both second place candidates will be in the run-off.
10. Voting may be conducted by either hard copy ballot or electronically by way of email. Hard copy ballots will be mailed to all charters at the address on file with the Director of Membership at the time the elections begin. An email copy of the ballot will also be sent to the email address for the club contact at the address on file with the Director of Membership at the time the elections begin. The club will choose ONE method to cast their vote. If voting is conducted by email, the Election's Officer will reply within 48 hours that the ballot has been received. If the club receives no confirmation, it will be their responsibility to contact the Election's Officer to correct the situation or submit another vote.

E. VACANCIES

1. Should the office of the President become vacant, the Vice President shall automatically exercise all powers, duties, rights, and responsibilities of the President's office until such time as a Special Election can be held and a successor is elected and qualified.
2. Should any other elected office become vacant, the remaining Executive Committee shall appoint a qualified individual from a charter club in good standing to serve in the interim until a Special Election can be held.

- a. Any sitting member of the Executive Committee may run for a different Board position without penalty. Should that person be elected, he/she must resign the previous position without penalty. The subsequent open position will then be filled according to Article V, Section E, Item 3.
3. A Special Election shall be completed within ninety (90) days after such vacancy occurs. A member of the Executive Committee will mail a nomination form to each club representative within ten (10) working days of the vacancy. Nomination forms must be returned to the Executive Committee member within thirty (30) days. The Special Election ballot will be mailed to each chartered club representative within fifteen (15) days. All Special Election ballots must be returned to the Executive Committee member within thirty (30) days.

#### F. NEOPOTISM

No person who is elected or appointed to the Board of Directors may serve concurrently with any other Board member who is related to the electee or appointee by marriage, civil union, through a "significant other" relationship, or as a blood relative closer than second cousins.

This provision is intended to prohibit the concurrent Board service of parents with their adult children, siblings with each other, first cousins with each other, and spouses with each other, regardless of whether such spousal relationship was created through marriage, civil union, or informally through the consent of two adults.

### VI. DIRECTORS AND OFFICERS DUTIES

#### A. PRESIDENT

The President shall be the principal executive officer of the organization, in charge of the business and affairs of the organization. The President shall assure that the resolutions and directives of the Executive Committee are carried out, except in those areas where the Executive Committee assigns the responsibilities to another person.

The President shall:

1. Have such powers and duties as are usually exercised by such an officer.
2. Be the Executive Officer of the corporation and preside at the Annual Convention, any special meetings and meetings of the Executive Committee.
3. Be an ex-officio member of all committees.
4. Have the power to call Special Meetings of the organization and Special Meetings of the Executive Committee.
5. Manage all other matters assigned by the Executive Committee.
6. Timely transfer of all documents related to this position.
7. Cast one vote in all matters before the Executive Committee concerning Parrot Heads in Paradise, Inc.

B. VICE PRESIDENT

The Vice President shall:

1. In the absence of the President, have the powers and duties of the President.
2. Act as liaison between the charters and the Executive Committee.
3. Participate in solicitation of bids, site selection of conventions and official gatherings, attend planning sessions when necessary and be knowledgeable in all the aspects of meeting planning for the organization.
4. Perform all other duties incidental to the office or as assigned by the President or the Executive Committee.
5. The Vice President shall have one vote in all matters before the Executive Committee concerning Parrot Heads in Paradise, Inc.
6. Timely transfer all documents related to this position.
7. Cast one vote in all matters before the Executive Committee concerning Parrot Heads in Paradise, Inc.

C. SECRETARY

The Secretary shall:

1. Communicate, organize and disseminate all public information concerning Parrot Heads in Paradise, Inc.
2. Be the Editor of the official newsletter, the Tradewind Times. As Editor, he/she has the right to appoint a Publisher for the newsletter. However, this appointment must have the approval of the Board.
3. Convey information the members of the board submit for publication.
4. Keep an accurate and complete permanent written record of all business conducted by the Executive Committee.
5. Timely transfer all documents related to this position.
6. Cast one vote in all matters before the Executive Committee concerning Parrot Heads in Paradise, Inc.

D. TREASURER

The Treasurer shall:

1. Manage all accounting and financial activities of the organization.
2. Maintain adequate books for the organization according to accepted accounting practices.
3. Obtain prior approval of the Executive Committee for the administrative costs required for the monthly operation of the organization.

4. Maintain two (2) checking accounts: one for the Parrot Heads in Paradise, Inc. operating budget and one for the Annual Convention budget.
5. Present all investment proposals to the Executive Committee for discussion prior to making the actual investment.
6. Submit a monthly financial statement to the Executive Committee.
7. Submit a financial statement to be included in each issue of the national newsletter.
8. File all tax returns and corporation papers on an annual or "as needed" basis in compliance with federal, state and local laws.
9. Oversee an annual audit of the previous year's records.
10. Timely transfer all documents related to this position.
11. Cast one vote in all matters before the Executive Committee concerning Parrot Heads in Paradise, Inc.

E. DIRECTOR OF MEMBERSHIP

The Director of Membership shall:

1. Mail charter applications to all organizations requesting membership information.
2. Receive the application information, verify the facts, contact neighboring charters, and present the applications to the Executive Committee.
3. Receive the annual charter dues and forward them to the Treasurer.
4. Contact clubs whose charters have lapsed and report lapses in charters to the President.
5. Determine whether an applicant organization meets the requirements for charter and whether a club qualifies for charter renewal.
6. Maintain a master list of all charters and their contact information.
7. Maintain charter information on the web site.
8. Timely transfer all documents related to this position.
9. Cast one vote in all matters before the Executive Committee concerning Parrot Heads in Paradise, Inc

F. DIRECTOR OF TICKET ADMINISTRATION

The Director of Ticket Administration shall:

1. Act as the ticket liaison between the designated ticket management agency and Parrot Heads in Paradise, Inc.

2. Formulate and manage effective policies for fair and impartial distribution of Jimmy Buffett concert ticket blocks.
3. Mediate ticket disputes.
4. Timely transfer all documents related to this position.
5. Cast one vote in all matters before the Board of Directors of Parrot Heads in Paradise, Inc.

G. DIRECTOR OF CONVENTIONS

The Director of Conventions shall:

1. Coordinate the Parrot Heads in Paradise, Inc. Annual Convention.
2. Plan all events and budgets to at least "break even". The Convention Budget must have prior approval of the Executive Committee.
3. Report the projected financial position of Parrot Heads in Paradise, Inc. on a timely basis.
4. Appoint committees and assistants when deemed necessary and report these appointments directly to the Executive Committee.
5. Timely transfer all documents related to this position.
6. Cast one vote in all matters before the Board of Directors of Parrot Heads in Paradise, Inc.

H. ADDITIONAL APPOINTED OFFICERS

The President may appoint additional officers as deemed necessary. These appointed officers hold non-voting positions.

I. REMOVAL

1. Any member of the Board of Directors may be removed from office for "just cause" including, but not limited to malfeasance, nonfeasance, misfeasance, gross negligence in office, omissions or actions determined by the Executive Committee to be a detriment to Parrot Heads in Paradise, Inc.
2. Executive Committee members missing three (3) consecutive planned meetings are deemed removed.
3. A written motion for removal will be brought before the entire Executive Committee by any member of the Board of Directors, who shall distribute the motion to the remaining board members for consideration.
4. This motion will be voted upon within seven (7) working days of receipt by the board members, unless written dispute or clarification is requested by any board member. Such request shall be filed within seven (7) working days with the remaining board members, who are required to respond in the same time frame. This correspondence shall continue until the matter is resolved and voted upon.

5. A two-thirds majority of the balance of the Board of the Directors is necessary to conduct business.

## VII. COMMITTEES

- A. REGIONAL COMMUNICATIONS COMMITTEE
- B. TICKET DISTRIBUTION COMMITTEE

## VIII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

### A. CONTRACTS

The Executive Committee may authorize any officer(s), agent or agents, and/or committee members, in addition to those mentioned and authorized in these Bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of Parrot Heads in Paradise, Inc.; such authority may be general or restricted to specific instances. All authorizations are to be in writing from the Executive Committee. No charter, club member or charter member, shall have the authority to represent Parrot Heads in Paradise, Inc. in any capacity, contract, obligation, function or event without the express written authorization of the Executive Committee.

### B. CHECKS, DRAFTS, ETC.

The Treasurer and/or the President shall sign all checks, drafts, or other orders for the payment of monies, notes, or other evidence of indebtedness issued in the name of the corporation. The Treasurer shall have the authority to designate other officer or directors as authorized signatories as deemed necessary.

### C. DEPOSIT

Receipts of the organization shall be deposited at least monthly to the credit of the Parrot Heads in Paradise, Inc. in such FDIC bank(s), savings and loans, trust companies, or other depositories as the Executive Committee may select.

### D. FUNDS

1. A portion of the money generated from the annual auction will go to charity as determined by the Executive Committee.
2. The Treasurer may approve a cash advance of not more than \$100 per occurrence without prior approval from other board members. Cash advance requests must be made in writing stating the reason for the expenditure.
3. All other cash advances and purchases must be approved by a majority vote of the Executive Committee in order to be funded by Parrot Heads in Paradise, Inc.
4. All expenses must be approved prior to reimbursement. Receipts for all expenses, regardless of dollar amount, must be provided in order to be considered for reimbursement.

### E. GIFTS

The Executive Committee may accept, on behalf of Parrot Heads in Paradise, Inc. any contribution, gift, bequest or devise.

IX. MISCELLANEOUS

A. PROPERTY

Any property belonging to the Parrot Heads in Paradise, Inc. shall not be used, transferred, acquired, divested or consumed by any person without written consent of the Executive Committee following a majority vote of approval. The term "property" includes all property real or personal, tangible or intangible, which may be owned, created by or in the possession of the Parrot Heads in Paradise, Inc. absent an overriding legally enforceable contract.

B. FISCAL YEAR

The fiscal year for Parrot Heads in Paradise, Inc. shall begin on January 1 and end on December 31.

C. ADVERTISING AND SUBSCRIPTION RATES

The Editor, with approval of the Executive Committee, shall set the Tradewind Times advertising and subscription rates.

D. MAILING LIST

Use of mailing lists identifying club leaders or club members for solicitation purposes of any kind (including charitable) is strictly prohibited without prior written approval of the Executive Committee.

X. AMENDMENTS

The power to alter, amend, or repeal the Bylaws or adopt new Bylaws shall be vested in the Executive Committee and ratified by the charters in good standing. Voting shall comply with Article II., Section E. Such actions may be taken at regular or special meetings, or by written submission to the President. If the ratification vote is to be by mail, each club shall cast a ballot bearing the signature of the club representative, in a timely manner, not to exceed 30 days from receipt. Failure to comply will be considered abstention. A two-thirds majority of the voting charters is required to pass any amendment to these Bylaws.

XI. ADOPTION OF BYLAWS

These Bylaws will go into effect no later than December 15, 2000.

These Bylaws were most recently amended on June 1, 2004 by a vote of all charter clubs as per the voting guidelines.