

**Bylaws**  
**Belgian Draft Horse Alliance, Inc.**



**(a non-profit organization)**

**ARTICLE I**  
**TITLE, LOCATION, MISSION**

**Section 1. Title**

The name is Belgian Draft Horse Alliance, Inc.

**Section 2. Location**

The location of the principle office of the Belgian Draft Horse Alliance, Inc. shall be in the city of Wabash, county of Wabash, state of Indiana.

**Section 3. Mission**

The Mission of the Belgian Draft Horse Alliance is to conduct continuous growth of the Belgian Draft Horse by providing: cultural, historical and education insight; supporting breeders, horse owners and events; supporting youth by developing promotional programs, granting gifts, and scholarships.

**ARTICLE II**  
**MEETINGS**

**Section 1. Regular Meetings**

Regular meetings of the Board of Directors shall be held in conjunction with the Belgian Draft Horse Corporation of America annual meeting of the members and a separate spring meeting.

**Section 2. Special Meetings**

Special meetings of the Board may be called by the President or by a two-thirds vote of the Board.

**Section 3. Place of Meeting**

The Board of Directors as they may from time to time by motion determine, hold its meetings, regular or special, at any place other than the office of the Corporation and may at any such meeting transact all business the same as if called at the regular place of business. Otherwise, all meetings of the Board of Directors shall be held at the office of the Corporation in the city of Wabash, in the State of Indiana. Special meetings may be held remotely, via electronic methods, based on a two-thirds vote of the Board of Directors.

**Section 4. Notice of Meetings**

Notice of regular and special meetings shall be sent to each Director by the Secretary at least ten days prior to the date of such meeting unless a unanimous vote of the directors waive the notice requirement.

## ARTICLE III BOARD OF DIRECTORS

### Section 1. Number of Directors

The property, funds and affairs of the Belgian Draft Horse Alliance, Inc. shall be managed and controlled by a Board of nine Directors with five at large from the Belgian Draft Horse Corporation of America membership; three Presidentially appointed from the Board of Directors of the Belgian Draft Horse Corporation of America by its Board President; and the Belgian Draft Horse Corporation of America Board President .

### Section 2. Term of Directors

The term of each Director will be three years, at which time the Director will either be re-elected for another term or replaced by a majority vote of the sitting Directors of the Belgian Draft Horse Alliance, Inc. and the Board of Directors of the Belgian Draft Horse Corporation of America with the exception of the appointed Directors from the Belgian Draft Horse Corporation of America Board who will serve a one year term.

### Section 2a.

#### Nomination Procedure

A nominating committee will be appointed and confirmed no later than June 1<sup>st</sup> of each year. The committee will be selected in the following manner:

- Two Board Members from the Belgian Draft Horse Alliance, Inc. will be appointed to the committee by their President
- One Board Member from the Belgian Draft Horse Corporation of America will be appointed to the committee by their President.
- The nominating committee will meet (conference call acceptable) to nominate candidates no later than July 1st.
- Two candidates will be named for each position up for election as well as any other position where a vacancy for an unexpired term has occurred.
- The Nominating Committee Chair will confirm the nominations,
- The Secretary will obtain a candidate's resume' and prepare a ballot.
- A copy of the candidate's resume' will be furnished along with a ballot and a self-addressed stamped envelope to each of the Board Members of the Belgian Draft Horse Alliance, Inc. and the Belgian Draft Horse Corporation of America.
- A total of fourteen ballots will be distributed.

Ballots must be mailed out by the Secretary no later than November 10<sup>th</sup> and must be returned no later than the accounting firm 7 business days before the annual meeting. Ballots received after the 7 business days will not be counted. Said accounting firm shall open ballots and tabulate, certifying results and placing its tabulation in a sealed envelope for delivery to the Secretary of the Corporation. Said envelope will be opened during the annual meeting, but not before, and the results disclosed.

- The accounting firm will tabulate the votes and the secretary will report the results to the Board Members of the Belgian Draft Horse Alliance, Inc., Belgian Draft Horse Corporation of America, and all candidates.
  - In the event of a tie the Belgian Draft Horse Alliance, Inc. votes will be used as the deciding factor.
  - Ballots will remain on file and be available for inspection for a period of one year.
  - Newly elected Directors will take office after the annual meeting.

### Section 3. Duties of Directors

It shall be expected of all Directors that they shall attend all meetings, be willing to give freely of their time and effort in helping to solve the problems of the Belgian Draft Horse Alliance, Inc. and that they be continually conscious of their responsibility toward the Belgian breed and the Belgian Draft Horse Alliance, Inc. In the event a Director fails to live up to these standards, they may be removed by two thirds vote of the remaining Directors.

### Section 4. Vacancy on the Board of Directors

In the event of a vacancy on the Board of Directors due to death, resignation, removal or for any reason the President shall appoint a member to fill the unexpired term.

### Section 5. Mail Voting by Directors

In the event that the President and Secretary shall feel it necessary to obtain the vote of the Directors of the Belgian Draft Horse Alliance, Inc. upon a matter which requires immediate attention, said question may be submitted by the President and the Secretary, to the Directors by mail or email, with the request that said Director return to the Secretary their vote for or against said question. The vote of the majority of the Directors so received by mail or email shall be conclusive upon said question and the result of said vote shall be reported at the next annual meeting of the Board of Directors and duly recorded in the minutes thereof. Provided, however that this section shall not apply to any action which is specifically required by the Bylaws of the Belgian Draft Horse Alliance, Inc. to be taken at a meeting of said Board of Directors.

### Section 6. Quorum

Two-thirds of the whole Board of Directors shall be necessary to constitute a quorum.

## **ARTICLE IV OFFICERS AND DUTIES**

### Section 1. Officers

The officers of the Belgian Draft Horse Alliance, Inc. shall consist of a President, Vice-President, Secretary and Treasurer who shall be chosen by the Board of Directors and such Officers shall hold office for the period of one year, except for the secretary/treasurer role who is an employee at will, and/or until their successors are duly elected. Such Officers shall be elected from the members of the Board of Directors, except the Secretary and Treasurer, who need not be members of the Board. The offices of the Secretary and Treasurer may be held by the same person.

### Section 2. President

The President shall preside at all meetings of the Belgian Draft Horse Alliance, Inc. and shall preside at all meetings of the Board of Directors. The President shall see that the Bylaws, rules and regulations of programs are enforced and shall perform all other duties that may be prescribed from time to time by the Board of Directors. The President shall be ex-officio member of all committees. The President shall appoint board members to the appropriate Alliance committees as well as appoint the chairperson for each of the committees. The committee chairperson in conjunction with the other board members on the committee will determine if at large members are needed for the committee and if so, who that member(s) might be. The chairperson of the committee(s) will then take the recommendation for their committee back to the Belgian Draft Horse Alliance, Inc Board of Directors for their approval. Approval will require a majority vote. This will be a yearly review and appointment process. In case of death, failure, refusal or inability of a member of any committee to act, such vacancy shall be filled by appointment by the President for the unexpired term. The President of the

Belgian Draft Horse Corporation of America is not eligible to be elected as President of the Belgian Draft Horse Alliance, Inc. Board of Directors.

### Section 3. Vice-President

In the absence 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 by the Board of Directors.

### Section 4. Secretary

The Secretary shall keep the minutes of all meetings. The Secretary shall be the custodian for the safe keeping of all documents and records of the Belgian Draft Horse Alliance, Inc. The Secretary shall perform such other duties as instructed by the Board of Directors. The Secretary shall be an ex-officio member of all committees appointed by the President or the Board of Directors. The Secretary shall make a report to the Board of Directors when requested and an annual report to the members at their annual meetings.

### Section 5. Treasurer

The Treasurer shall receive the proceeds from the Secretary and all other funds. The Treasurer shall disburse the same only upon itemized demands and upon the order of the Board of Directors. The Treasurer shall account for all of the same by itemized statements in detail to the Board of Directors when requested and to all annual meetings.

### Section 6. Auditing of Accounts

The Board may request a commercial audit of accounts of the Secretary and Treasurer (or Secretary-Treasurer as the case may be). Audit shall be made by a Certified Public Accountant, selected by the Board of Directors, and shall be reported to the annual meeting of members next held. Such Accountant shall be a disinterested person and not a member of the Corporation.

### Section 7. Surety Bonds

The President and Treasurer shall each be given a surety bond to be furnished at the expense of the Alliance for the faithful discharge of their duties. It will be at the discretion of the Board of Directors to determine if other personnel, members or Directors will be furnished with the same.

### Section 8. Vacancies

All vacancies in the offices of the Belgian Draft Horse Alliance, Inc. caused by death or otherwise shall be filled by the President. No vacancy shall be filled to a time exceeding the next succeeding annual meeting.

## **ARTICLE V SIGNATURE AND TRANSFER**

### Section 1. Signature and Transfer

The signature of the Secretary/Treasurer only shall be required for the transfer of stocks, securities or certificates of any nature held by the Belgian Draft Horse Alliance, Inc. No broker, bank, custodian or registrar of securities shall be required or obligated to inquire into the authority of the Secretary/Treasurer to make transfer or sale of any stocks, securities or certificates of any nature owned by the Belgian Draft Horse Alliance, Inc., or to make any change in said investment portfolio, but the signature of the Secretary/Treasurer alone shall be sufficient authority to such broker, bank, custodian or registrar of securities to make such transfer, sale or change in investment portfolio.

## **ARTICLE VI RULES OF PROCEDURE**

### **Section 1. Order of Business**

The regular order of business at all meetings of the members or of the Board of Directors, except the annual meeting or special called meeting, shall be as follows:

1. Meeting called to order
2. Roll call
3. Reading and approval of minutes of preceding meeting
4. Report of committees
5. Election of officers
6. Consideration of special or unfinished business
7. Consideration of general business

### **Section 2. Order of Business**

The order of business at the annual meeting of the Board of Directors shall be:

1. Meeting called to order
2. Roll call
3. President's address
4. Reading and approval of minutes of preceding meeting
5. Report of Secretary
6. Report of Treasurer
7. Report of committees
8. Unfinished business
9. New business
10. Consideration of general business
11. Adjournment

### **Section 3. Procedure**

Robert's Rules of Order shall govern the meetings when not inconsistent with these Bylaws, but special rules of order for the government of meetings of members or the Board of Directors may be made at any time by the Board of Directors.

## **ARTICLE VII AMENDMENTS**

### **Section 1. Amendments**

By Board of Directors any Bylaws may be repealed, modified, altered or amended, or new Bylaws adopted at any regular or special meetings of the Board of Directors of the Belgian Draft Horse Alliance, Inc. by a two-thirds vote of the Directors.



## **ARTICLE VIII DISSOLUTION**

### **Section 1. Dissolution**

In the event of the dissolution of the Belgian Draft Horse Alliance, Inc., any remaining assets will be deferred to the Purdue University Foundation, West Lafayette, Indiana.

## **ARTICLE IX LEGAL**

### **Section 1. Choice of Law/Venue/Jurisdiction**

The laws of the State of Indiana shall govern the interpretation and validity of these Bylaws and also all complaints, actions, claims, and disputes involving Belgian Draft Horse Alliance Inc. and its Directors, Complainants, Claimants and Creditors. The jurisdiction and the venue for all such complaints, actions, claims and disputes arising from the operations of the Alliance and its dealing and business with, and/or for Directors, Members, Non-Members, Complainants, Claimants and Creditors shall be in Wabash County, State of Indiana and the Directors, Members, Non-Members, Complainants, Claimants and Creditors waive their right to remove any such complaints, actions, claims and disputes to any other venue or jurisdiction, including Federal Court.

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## **ARTICLE X VIOLATION OF BYLAWS 7 OR PROGRAM RULES; IMPOSITIONS OF SANCTIONS AND SUSPENSIONS**

### **Section 1. General**

Doing business with the Alliance or participating in Alliance Programs and Projects is a privilege and not a right. Everyone doing business with the Alliance or participating in Alliance Programs and Projects agree to be subject to the Bylaws, the Rules and Regulations of the Programs and Projects, and in particular, this article. However, the Alliance, its Officers, Directors, and Employees shall not be liable in damages to anyone against whom a grievance has been filed whether such person or entity was found innocent or guilty of the grievance.

### **Section 2. Expectations**

- a. The Alliance has Bylaws and most of the programs of the Alliance have Rules and Regulations and it is expected that anyone doing business with the Alliance or participating in any of the Programs or Projects abide by the terms of the Bylaws and the Rules and Regulations of each and every Program.
- b. Further, anyone doing business with the Alliance or participating in any of its Programs or Projects shall not commit acts of fraud or make misrepresentations.

### **Section 3. Filing a Grievance**

Whenever there is an issue or complaint or grievance, hereinafter collectively referred to as a grievance, that a member of the Belgian Draft Horse Corporation or a participant in an Alliance Program or Project or a member of the Board of Directors of the Draft Horse Corporation of America or a member of the Board of Directors of the Alliance believes justifies a hearing before the Board of Directors of the Alliance, then that person shall be required to complete the form entitled "Alliance Grievance Process". Said form shall be provided by the Alliance at request. Said form shall be completed in its entirety by the person or entity submitting the grievance and present it to the Secretary.

#### Section 4. Notice of Hearing/Date of Hearing

Upon the filing of the grievance, the Secretary, after conferring with the Board of Directors, shall send by certified mail a Notice of Hearing to be held before the Board of Directors. Said hearing shall be set for a date not more than 30 days after mailing the Notice of Hearing. At the sole discretion of the Board of Directors, said hearing can be continued to another date and time, upon which the Secretary shall notify all parties of the new date and time. Provided, however, said hearing shall not be extended beyond the next Annual or Spring meeting of the Board of Directors occurring after the initial 30-day hearing date.

#### Section 5. Place of Hearing.

The place of hearing shall be held at the office of the Corporation in Wabash, Indiana, or any other location as set by the Board of Directors. At the discretion of the Board of Directors, said hearing may be attended by electronic communication. Attendance of the person or entity filing the grievance at the hearing will be necessary. Attendance at the hearing by the person or entitle who the grievance was filed against is optional. However, should the person or entity who the grievance has been filed against choose not to attend the hearing, then that person consents to permitting the Board of Directors to make a decision or imposing suspensions or sanctions in their absence and said decision, sanction and/or suspension shall be final.

#### Section 6. Hearing

The person or entity who filed the grievance, or the Board of Directors, if it filed the grievance, and the accused may present any report, evidence, witnesses, experts and may be represented by legal counsel at the hearing. The hearing shall be informal and the rules of evidence, both at common law or provided by Indiana rules of civil or criminal evidence, need not be strictly observed. The standard by which admissibility is determined is whether the evidence is such that any ordinary prudent person is willing to rely upon.

The Board of Directors have the right to investigate the allegations contained in the grievance by speaking to and calling witnesses; requesting and inspection of documents; requesting the attendance of witnesses at such hearing; and, inspect and test the horse or horses, if so involved. If the accused or person who has control of the horse or horses refuses to present the horse or horses or its requested paperwork or any questions regarding the horse or horses or cooperation with the investigations, then said refusal or lack of cooperation may be considered as evidence that a violation has occurred.

#### Section 7. Penalties, Suspensions and Fines

After the hearing and due consideration of all evidence presented, the Board of Directors shall, by at least a majority vote of the quorum present, decide whether the violation has occurred. If, in fact, a violation has occurred, then by at least a majority vote of the quorum of Directors present, the Board shall be able to impose any and/or all of the following:

- a. Refuse to allow the horse or horses and/or the accused involved to participate in any of the Alliance Programs, Projects or Activities.
- b. Fining anyone who participated in the violation;
- c. That the name of the violator be published by such means as the Board of Directors deem appropriate. Said publication could also run in any of the publications of the Belgian Draft Horse Corporation of America, subject to the consent of the Directors of the Belgian Draft Horse Corporation of America.
- d. Refer the matter to the Board of Directors of the Belgian Draft Horse Corporation of America for further consideration and the possibility of further penalties, sanctions, suspensions and fines pursuant to Article X of the Bylaws of the Belgian Draft Horse Corporation of America.
- e. Any person or entity found guilty of the grievance, wherein the Corporation has incurred any expense in investigating the matter involved, the Board may assess the expense and cost of such investigation upon the violator.

**Section 8. Restoration of the Right to do Business and Restoration of Membership**

Notwithstanding anything contained herein, the Board of Directors, by two-thirds vote, may restore to good standing, including the right to do business or participate in any of the Alliance Programs, Projects or Activities, any person or entity who was previously denied those rights pursuant to this article.

**Section 9. Grievance Process**

In the event of filing a grievance by anyone related to any of the above, the Alliance reserves the right to suspend any business with that person or entity or suspend that person or entity from any Programs or Projects, until information is gathered and the grievance has been resolved.





