

BYLAWS

BLUE DOLPHIN BOOSTERS CLUB

ARTICLE I. NAME, AFFILIATION, PURPOSE AND PLACE OF BUSINESS

1.1 Name. The name of this association will be the "Blue Dolphin Boosters Club". This association is a private club, incorporated exclusively for charitable and educational purposes as the Blue Dolphin Boosters Club (hereafter referred to as "Boosters Club") to promote the health, education and welfare of the members of the Blue Dolphin Swim Team and in pursuance, thereof, to provide the opportunity for Blue Dolphin Swim Team members for self-improvement and advancement without asserting undue pressures and over expectation.

1.2 Affiliation. The Boosters Club is affiliated with Pacific Northwest Swimming, an administrative division of USA Swimming Inc., and with the GSSA (Greater Seattle Swimming Association).

1.3 Purpose. This Boosters Club was incorporated to provide parent education, volunteer coordination and financial support to the Blue Dolphin Swim Team, while serving as a liaison to the Blue Dolphin Swim School. The Boosters Club's goal is to create an informed membership; maximize parent participation; provide funds to enrich the program; and facilitate the exchange of educational information among swimmers, coaches, parents, and the Blue Dolphin Swim Team staff.

ARTICLE II. BOARD OF TRUSTEES

2.1 Composition. The management of the affairs of the Boosters Club shall be vested in a Board of Trustees (the "Board"). The Board shall determine the number of Trustees by resolution, which shall be no less than seven or more than eleven. The Board may change the number of Trustees from time to time by amendment to these Bylaws provided that no decrease in number shall have the effect of shortening the term of any incumbent Trustee.

2.2 Qualifications. The Board shall include the Head Coach of the Blue Dolphin Swim Team and Blue Dolphin Swim School. The remaining Trustee positions shall be filled from parents of the Blue Dolphin Swim Team members and affiliate swim team members. The Blue Dolphin Swim Team and Blue Dolphin Swim School staffs are non-voting members of the Booster Club. No more than one adult from any member family may serve on the Board at any one time.

2.3 Nominations.

2.3.1 Nominating Committee. The Board, or a Nominating Committee appointed by the Board, will identify and recommend candidates for the Board. The Nominating Committee shall have up to five members: the President Elect, the Head Coach, and up to three non-Trustees elected by the Board.

2.3.2 Nominations. Nominations for the Board of Trustees shall be presented from January 1 to April 30. Names of candidates may be submitted for consideration by Members or by the Board.

2.3.3 Recommendations. The Nominating Committee shall nominate and recommend one or more of the submitted names to the Booster Club for election. A nominee's acceptance of the nomination must be known prior to placing his name on the ballot.

2.4 Election. All trustees shall be elected by ballot (which may be by email) at the annual meeting.

2.4.1 Existing Trustees. Trustees shall serve until the Annual Meeting when their term ends.

2.5 Term of Office. Unless a Trustee dies, resigns or is removed, he or she shall hold office for two years or until his or her successor is elected, whichever is later, except for the retiring President who will serve an additional third year. Trustees' terms shall be staggered so that if there are less than seven Trustees, at least two Trustees are elected each year, and if there are more than nine Trustees, at least three Trustees are elected each year, except the retiring President. Except as expressly authorized by the Board, no elected Trustee shall serve more than one consecutive term. The term of all Trustees elected for either full or partial terms shall start and end on the date of an Annual Meeting.

2.6 Annual Meeting of Board. The Annual Meeting of the Board shall be held as the first regular meeting of the Board after the Annual Meeting for the purpose of transacting such business as may properly come before the meeting.

2.7 Removal. A Trustee may be removed with or without cause by a two-thirds vote of the Board. A Trustee shall automatically forfeit his/her office if he/she has failed to attend four regular consecutive meetings of the Board without being excused by a majority vote of the Board.

2.8 Duties of the Board.

2.8.1 They shall, after board of trustee election, elect from their number a

President, a Vice-President, Secretary and Treasurer.

2.8.2 They shall exercise all corporate powers which are not inconsistent with these Bylaws.

2.8.3 They shall create such committees as are deemed necessary.

2.8.4 They shall not assume obligations for expenditures in excess of the Booster Club's cash balance.

2.8.5 They shall designate depository banks and execute such instruments as are required by the banks.

2.8.6 They shall present the annual budget and balance sheet to the membership for approval at the Annual Meeting and identify long term funding and financial goals.

2.8.7 They shall perform any such other functions as necessary to manage the affairs of the Booster Club, including without limitation, working with the Head Coach to identify and pursue strategy and policy objectives.

2.8.8 No Trustee or Committee member shall be paid for services furnished to the Booster Club unless approved by the Board.

2.9 Special Committees. The Board may create special committees, as circumstances require. The committees shall have and exercise the authority of the Board to the extent provided in the resolution appointing the committee(s). Committees shall make such reports and take such action as may be approved by the Board.

2.10 Regular meeting. The Board shall hold its regular meetings at such time and at such place as shall be determined by the Board.

2.11 Special meetings. Special meetings shall be held upon call of the President or upon written request of two members of the Board, filed with the Secretary.

2.12 Notice of meeting. Except as otherwise provided below, written notice stating the place, day and time of the meeting shall be delivered by or at the direction of the President or the Secretary, or the officers or persons calling the meeting, either personally or by email, not less than two days before the date of any Board meeting. Notice of regular meetings shall be made by providing each Trustee with the adopted schedule of regular meetings for the ensuing year at any time.

2.13 Notice of Special Meeting. In the case of a special meeting, the email notice shall also state with reasonable clarity the purpose or purposes for which the meeting is called and

the actions sought to be approved at the meeting. No business other than that specified in the notice may be transacted at a special meeting.

2.14 Waiver of Notice. A Trustee may waive notice in the form of a record (including by electronic transmission) whether before or after the time stated in the notice; no detail of the meeting's purpose need be stated in the waiver. A Trustee's attendance at a meeting constitutes waiver of notice, unless the Trustee is attending for the purpose of objecting to meeting not being lawfully called.

2.15 Open meetings. No Board meeting shall be closed to a member in good standing.

2.16 Executive Session. At times, the Head Coach of the Blue Dolphin Swim Team, by the nature of his/her position as coach and/or employee of the Blue Dolphin Swim School, may have an actual or potential conflict of interest in discussing or voting on particular issues. If the Board determines by majority vote that an actual or potential conflict of interest exists in discussing or voting on a particular issue with the Head Coach present, the Board may move into executive session during which the Head Coach will not participate. The Board will remain in executive session only until the particular issue in which the conflict exists is discussed or voted upon.

2.18 Quorum. A quorum shall consist of at least a majority of the Board. Questions voted shall be decided by a simple majority of those present. The act of the majority of the Trustees present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington state law.

2.19 Indebtedness. The Board shall not borrow any amount over \$5,000 without membership approval.

2.20 Rules. The Board may establish rules relating to the operation or use of the Boosters Club, including without limitation rules related to delinquent payments of dues or assessments and rules related to member conduct (the "Rules"). The Board may amend or revise the Rules from time to time.

ARTICLE III. OFFICERS

3.1 The officers of the Boosters Club shall consist of a President, Vice President, Secretary, Treasurer, Past President and Head Coach of the Blue Dolphin Swim Team. Only Trustees may be officers.

3.1.1 President. The President shall preside at all meetings of the membership and of the Board of Trustees. He shall be the administrative officer and appoint all special

committee chairmen, and be an ex-officio member of all committees. The President-elect is the current Vice President of the Board of Trustees. In the event the President-elect is unable to assume office a President will be elected by the Board. The President, upon retirement, will serve an additional third year as a voting member of the Board of Trustees.

3.1.2 Vice President. The Vice-President shall serve in the absence or disability of the President and during such time shall have all of his/her duties and powers. The Vice President shall be responsible for specific activities assigned by the President or the Board.

3.1.3 Secretary. The Secretary shall keep the minutes, attend to the correspondence, send out all notice of meetings and perform such other duties as may be fixed by the Board.

3.1.4 Treasurer. The Treasurer shall, manage the finances of the Boosters Club, report to the Board on the status of the Booster Club finances and perform such other duties as fixed by the Board and, with the assistance of the President, Vice President and Head Coach, prepare the annual budget.

ARTICLE IV. MEMBERS

4.1 Definition of Member. A member ("Member") of the Boosters Club is defined as each family of one or more children who participate in Blue Dolphin Swim Team sponsored activities.

4.2 Definition of "a member in good standing." A member in good standing ("Member in Good Standing") is defined as a Member who has paid all dues and assessments of the Blue Dolphin Swim Team in full on the day of any Member meeting and who is current in his/her workshare obligation.

4.3 Voting Rights.

4.3.1 Each Member in Good Standing is entitled to one vote on each issue submitted to the Members.

4.3.2 At each election of Trustees, each Member in Good Standing is entitled to cast one vote for each position where a Trustee running, whether such position is contested or not. Election of Trustees shall not be by cumulative voting.

4.4 Membership Meetings.

4.4.1 Rules. Roberts Rules of Order shall prevail at all membership meetings.

4.4.2 Annual Meetings. At such time as shall be fixed by the Board, but in any event not later than the fourth Monday of September of each year, the Booster Club shall hold its regular Annual Meeting for the purpose of approving the budget and for such other business as may properly come before it.

4.4.2.1 Notice of Annual Meetings. Notice of annual meetings shall be mailed or emailed to the Members at least fifteen days prior to the date thereof. Notice shall be sent to the last known address of the Member. An email ballot election of Trustees may be conducted prior to the Annual Meeting. Notice of nominations with return ballots shall be emailed to last known email address of all Members in Good Standing with a ballot return required within ten days after ballot mailing.

4.5 Special Meetings. The Board of Trustees, following proper notice, may call special meetings of the membership as it deems necessary or appropriate ("Special Meetings"). Special meetings may also be called, upon the request in writing, of fifteen members in good standing. Such written requests shall be filed with the Secretary who shall call said meeting within thirty days after the time of the filing of the request.

4.5.1 Notice of Regular Meetings. Notice of regular meetings for Members other than the Annual Meeting shall be made by providing each Member with the adopted schedule of regular meetings for the ensuing year at any time after the Annual Meeting and ten days prior to the next succeeding regular meeting and at any time when requested by a Member.

4.5.2 Notice of Special Meeting. In the case of a special meeting, the written notice shall be provided by mail or email at least ten days prior to the date of the Special Meeting and shall also state with reasonable clarity the purpose or purposes for which the meeting is called and the actions sought to be approved at the meeting. No business other than that specified in the notice may be transacted at a Special Meeting.

4.6 Quorum. A quorum for a Member meeting shall be ten percent of the Members. Questions voted shall be decided by a majority of those Members present.

4.7 Eligibility. In order to participate in the business of the Booster Club, hold office, or serve on a committee, a Member must be a Member in Good Standing.

4.8 Waiver of Notice. Notice of any Members' meeting may be waived in writing by any member at any time, either before or after the meeting. The attendance of a Member in person or by proxy at a meeting shall constitute a waiver of notice of the meeting, except when a Member attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.9 Proposed Merger, Consolidation, Sale, Lease, Exchange, or Disposition. If the business to be conducted at any meeting includes any proposed merger, or consolidation, or any sale, lease, exchange, or other disposition of all or substantially all of the property and assets (with or without the goodwill) of the Boosters Club not in the usual or regular course of its business, then the written notice shall state that the purpose or one of the purposes is to consider the proposed plan of merger, consolidation, sale, lease, exchange, or disposition, as the case may be, shall describe the proposed action with reasonable clarity, and, if required by law, shall be accompanied by a copy or a detailed summary thereof; and email notice shall be given to each member, whether or not entitled to vote at such meeting, not less than twenty days before such meeting.

4.10 Voting in Person or by Proxy. Members may vote in person or may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact.

4.11 Ratification. Any contract, transaction, or act of the Boosters Club or of the Trustees or of any officer or officers which shall be ratified by a majority of a quorum of the Members in Good Standing at any meeting shall be as valid and as binding as though ratified by every Member.

4.12 Action by Members Without a Meeting. Any action which may be or which is required by law to be taken at any annual or special meeting of members may be taken without a meeting by unanimous consent if one or more written consents shall be signed by all the members entitled to vote with respect to the matter. Action may also be taken by less than unanimous consent. Action by less than unanimous consent may be taken if one or more written consents shall be signed by Members in Good Standing voting in the aggregate not less than a majority of the votes that would be eligible to vote at such a meeting.

4.13 Telephonic Meetings. Members may participate in a meeting by telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

4.14 Loans. The Boosters Club shall not lend money or extend credit to any of its members.

4.15 Disbursement of Income. The Boosters Club shall not make any disbursement of income to its Members.

4.16 Compensation. The Boosters Club may pay compensation in a reasonable amount to its Members for services rendered to the Boosters Club.

ARTICLE V. CONFLICTS DISCLOSURE

5.1 Conflicts. No transaction between this Boosters Club and any other entity shall in any way be affected or invalidated merely by the fact that a Trustee or officer of this Boosters Club is interested in, or is a Trustee or officer of such entity.

5.2 Disclosure. Any transaction between the Booster Club and an officer or Trustee or with a corporation, firm, entity or association wherein they may be or become interested must be approved by a majority of the disinterested members of the Board. With regard to any transaction with a Trustee or officer or with a corporation, firm, entity or association wherein they may be or become interested, the nature of the interest of the officer or Trustee must be disclosed or known to the Board at or prior to the meeting at which such transaction is authorized or confirmed.

ARTICLE VI. FISCAL AND PROPERTY MANAGEMENT AND DISSOLUTION

6.1 Fiscal Year. The fiscal year of the Boosters Club begins on the first day of September in each year, and ends on the last day of August of each year.

6.2 Budget. The Treasurer shall, with the assistance of the President, Vice President and Head Coach, prepare the annual budget and such budget shall be presented to the Board prior to each fiscal year. Before the end of the fiscal year, the Board shall meet to discuss and approve a balanced budget for the next fiscal year.

6.3 Membership Fees. The Board shall set Membership Fees, transfer fees, and any other dues or fees related to Membership in the Boosters Club and the payment terms of any such fees or dues. The Board may change such fees or terms from time to time.

6.4 Assessments. Assessments are for the purpose of paying for special or extraordinary projects for which the Boosters Club does not have the income to pay or that would otherwise create a budget deficit or would require incurring debt that exceeds the Board's debt limitations set by these Bylaws. All assessments must be approved by the Members at a Special Meeting called for that purpose.

6.5 Boosters Club Property. The Board may manage, improve, buy, acquire, sell, encumber, lease, convey, or dispose of any part of the Boosters Club's personal or real property, including fixtures, unless specifically prohibited by state law, the Articles of Incorporation, or these Bylaws, provided, however, that the Members must approve a sale or transfer of any real property interest of the Boosters Club at a Special Meeting called for that purpose.

6.6 General Expenditures. The Board shall exercise due care in assuming any financial obligations and shall not assume any financial obligations that individually or in the aggregate exceed the Booster Club's cash balance (taking into considerations all existing budgetary obligations) without membership approval at a Special Meeting.

6.7 Dissolution. The voluntary dissolution of the Boosters Club can be initiated by (1) a two-thirds vote of the Board or (2) a petition from 33% of the Members. A vote on the dissolution of the Boosters Club shall only be conducted at a Special Meeting. The quorum required for a meeting of the Members called to vote on dissolution is two thirds of the Members. The vote required to dissolve the Boosters Club is a two-thirds vote of the Members present at the Special Meeting. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VII. INDEMNIFICATION

7.1 Right to Indemnification. Each individual (hereinafter an "Indemnatee") who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter a "Proceeding"), by reason of the fact that he or she is or was a Trustee or officer of the Boosters Club or that, while serving as a Trustee or officer of the Boosters Club, he or she is or was also serving at the request of the Boosters Club as a Trustee, officer, partner, trustee, employee or agent of another foreign or domestic corporation or of a foreign or domestic partnership, joint venture, trust, employee benefit plan or other enterprise, whether the basis of the Proceeding is alleged action in an official capacity as a Trustee, officer, employee, partner, trustee, or agent or in any other capacity while serving as such Trustee, officer, employee, partner, trustee, or agent, shall be indemnified and held harmless by the Boosters Club to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, taxes or penalties and amounts to be paid in settlement) incurred or suffered by such Indemnatee in connection therewith, and such indemnification shall continue as to an Indemnatee who has ceased to be a Trustee, officer, employee, partner, trustee, or agent and shall inure to the benefit of the Indemnatee's heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such Indemnatee if the Boosters Club is prohibited by the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification; and provided, further, that except as provided in this Article with respect to proceedings seeking to enforce rights to indemnification, the Boosters Club shall indemnify any such Indemnatee in connection with a Proceeding (or part thereof) initiated by such Indemnatee only if such Proceeding (or part thereof) was authorized or ratified by the Board. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Boosters Club the expenses

incurred in defending any Proceeding in advance of its final disposition (hereinafter an "Advancement of Expenses"). Any Advancement of Expenses shall be made only upon delivery to the Boosters Club of a written Undertaking (hereinafter an "Undertaking"), by or on behalf of such Indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnatee is not entitled to be indemnified for such expenses under this Article and upon delivery to the Boosters Club of a written declaration (hereinafter a "Declaration") by the Indemnatee of his or her good faith belief that such Indemnatee has met the standard of conduct necessary for indemnification by the Boosters Club pursuant to this Article.

7.2 Right of Indemnatee to Bring Suit. If a written claim for indemnification under this Article is not paid in full by the Boosters Club within sixty days after the Boosters Club's receipt thereof, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be twenty days, the Indemnatee may at any time thereafter bring suit against the Boosters Club to recover the unpaid amount of the claim. If successful, in whole or in part, in any such suit or in a suit brought by the Boosters Club to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnatee shall be entitled to be paid also the expenses of prosecuting or defending such suit. The Indemnatee shall be presumed to be entitled to indemnification under this article upon submission of a written claim (and, in an action brought to enforce a claim for an Advancement of Expenses, where the required Undertaking and Declaration have been tendered to the Boosters Club) and thereafter the Boosters Club shall have the burden of proof to overcome the presumption that the Indemnatee is so entitled. Neither the failure of the Boosters Club (including the Board or independent legal counsel) to have made a determination prior to the commencement of such suit that indemnification of the Indemnatee is proper in the circumstances nor an actual determination by the Boosters Club (including the Board or independent legal counsel) that the Indemnatee is not entitled to indemnification shall be a defense to the suit or create a presumption that the Indemnatee is not so entitled.

7.3 Nonexclusivity of Rights. The right to indemnification and the Advancement of Expenses conferred in this article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the Boosters Club, general or specific action of the Board, contract or otherwise.

7.4 Insurance, Contracts and Funding. The Boosters Club may maintain insurance, at its expense, to protect itself and any individual who is or was a Trustee, officer, employee or agent of the Boosters Club or who, while a Trustee, officer, employee or agent of the Boosters Club, is or was serving at the request of the Boosters Club as an agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss asserted against or incurred by the individual in that capacity or arising from the individual's status as a Trustee, officer, employee or agent, whether or not the Boosters Club would have the power to indemnify such person against such expense, liability or loss under the Washington Nonprofit Corporation Act. The Boosters Club shall maintain director

and officer insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, or in such other commercially reasonable amounts as determined by the Board. The Boosters Club may enter into contracts with any Trustee, officer, employee or agent of the Boosters Club in furtherance of the provisions of this article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this article.

7.5 Indemnification of Employees and Agents of the Boosters Club. The Boosters Club may, by action of the Board, grant rights to indemnification and Advancement of Expenses to employees and agents of the Boosters Club with the same scope and effect as the provisions of this article with respect to the indemnification and Advancement of Expenses of Trustees and officers of the Boosters Club or pursuant to rights granted pursuant to, or provided by, the Washington Nonprofit Corporation Act or otherwise.

ARTICLE VIII. RECORDS

8.1 Records. The Boosters Club shall keep at its principal office or its registered office in this state:

- 8.1.1 current Articles of Incorporation and Bylaws;
- 8.1.2 correct and adequate records of accounts and finances;
- 8.1.3 a record of the names and addresses of the officers, Trustees, and Members; and
- 8.1.4 minutes of proceedings of the Board and minutes, if any, that may be maintained by a Board Committee.

ARTICLE IX. AMENDMENTS

9.1 Amendments. These Bylaws may be altered, amended (in whole or in part) or repealed, and new Bylaws may be adopted by a two-thirds vote of the Board.