

1 **CONSTITUTION OF THE CEDAR RAPIDS BEER NUTS**
2 (As of 2013)
3

4 **ARTICLE ONE**

5 **Section 1. Name and Location**

6 1.1 The name of this organization, which is a nonprofit corporation organized under the Revised
7 Nonprofit Corporation Act of the State of Iowa, shall be the CEDAR RAPIDS BEER NUTS [hereinafter the
8 “Club”].
9

10 1.2 The principal address of this Club shall be situated in the State of Iowa at such specific location as the
11 Board of Directors shall determine from time to time. The Club may also have such other addresses as
12 the Board of Directors determines from time to time.

13 **Section 2. Purpose**

14 2.1. General Purpose. The Club is organized and operated for the following general purposes:

15
16 (a) Exclusively as a social club organized and operated for the pleasure and recreation of its members
17 within the meaning of §501(c)(7) of the Internal Revenue Code of 1986 (as amended) or the
18 corresponding provision of any future United States internal revenue law.

19
20 (b) To exercise such of the rights, powers, duties and authority of a nonprofit corporation organized
21 under the Revised Nonprofit Corporation Act of the State of Iowa which are consistent with the
22 preceding paragraph.

23
24 (c) The Club shall not engage in the business of making its social and recreational facilities available to
25 the general public. Further, the Club shall not make any solicitation of the general public to utilize club
26 facilities.

27
28 2.2. Specific Purposes. The specific purposes of the Club include, without limitation, the following:

29
30 ~~The purpose of the CEDAR RAPIDS BEER NUTS shall be to encourage all members:~~

- 31 • To mature as brewers and beer enthusiasts;
- 32 • To promote the dissemination of knowledge in the art of brewing;
- 33 • To encourage and reward individuals dedicated to the brewing arts;
- 34 • To educate the beer connoisseur in identifying the components of beers;
- 35 • To foster the responsible use of the products of our craft; and
- 36 • To celebrate the fruits of our labors.

37
38 **Section 3. Membership**

39
40 3.1. Qualifications For Membership. The membership of this Club shall be open to any person who: 1)
41 enjoys fine beers, either by making their own or by enjoying the work of others; 2) subscribe to the
42 purposes and goals of the Club; 3) agree to abide by the Bylaws of the Club as amended from time to
43 time; and 4) maintains their good standing by paying the requisite dues in a timely manner. The

44 ~~membership of this Club shall be open to any person who enjoys fine beers, either by making their own~~
45 ~~or by enjoying the work of others.~~

46
47 3.2. Classes of Members. The membership of the Club shall be divided into two classes: Full Members
48 and Associate Members.

49
50 Full Membership – Full Members pay annual dues and have all voting rights and other privileges in the
51 Club.

52
53 Associate Membership – Associate Members pay one-time, partial dues and have only social privileges
54 in the Club to attend the annual Festival and any regular membership meetings. Associate Members
55 have no voting privileges, cannot run for any Club office, and will not be granted access to the
56 “Members Only” section of the Club website.

57
58 3.3. Voting Rights. Each Full Member in good standing shall be entitled to cast one vote with respect to
59 those matters submitted to the members for action or approval. There shall not be any voting of
60 members by proxy. Associate members shall have no voting rights. Votes may be taken by voice, by a
61 show of hands, by written ballot, or submitted electronically, as prescribed herein. Voting members shall
62 have no right to cumulate their votes.

63
64 3.4. Membership Dues. All Full Members shall pay annual membership dues to the Club in such amounts
65 and in such manner as the Board of Directors determines from time to time. Each year the Board of
66 Directors shall specify a date, and give all members prior written notice thereof, when membership dues
67 are due, and permit members to pay their dues at any time within ninety-one (91) days thereafter.
68 Associate Members shall pay their one-time, partial dues in conjunction with the annual Club Festival.

69
70 3.5. Termination of Membership. The membership of each member of the Club will terminate upon the
71 member's death, resignation, expulsion, or failure to pay dues as next described. Unless otherwise
72 determined by the Board of Directors, each member's membership will immediately terminate if his or
73 her membership dues have not been paid within ninety-one (91) days after such member's dues were
74 due. Members terminated as a result of expulsion may not renew their membership in the Club without
75 obtaining the affirmative vote of at least two-thirds (2/3) of all the directors. Members terminated as a
76 result of non-payment of dues may reactivate their membership in the Club after such termination by
77 the payment of all current and past due membership dues.

78
79 3.6. Suspension and Expulsion. Any member may be suspended or expelled from membership with or
80 without cause upon the affirmative vote of at least two-thirds (2/3) of all the Directors if, in the
81 discretion of the Board as indicated by such vote, such suspension or expulsion would be in the best
82 interests of the Club. Nothing in these Bylaws shall be construed as granting to any member a continued
83 membership or expectation of membership in the Club.

84

85 **ARTICLE TWO**

86 **Government**

87 **Section 1. Supreme Law**

88 ~~All legislative and executive powers shall be given to and controlled by the Board of Directors[‡].1.1~~
89 ~~Powers. Subject to any limitations of the Articles of Incorporation, the Iowa Revised Nonprofit~~
90 ~~Corporation Act or these Bylaws, all corporate powers shall be exercised by, or under the authority of,~~
91 ~~and the business and affairs of the Club shall be controlled by the Board of Directors. Without prejudice~~
92 ~~to such general powers, but subject to the same limitations, it is hereby expressly declared that the~~
93 ~~directors shall have the following powers:~~
94

- 95 ~~a) To conduct, manage and control the affairs of the Club, and to make such rules and regulations~~
96 ~~therefor, not inconsistent with law, or with the Articles of Incorporation, or the Bylaws, as they~~
97 ~~may deem best.~~
98 ~~b) To designate any place for the holding of any [membership meeting or] Board of Directors~~
99 ~~meeting, to change the principal address of the Club for the transaction of its business from one~~
100 ~~location to another; to adopt make and use a Club logo and to alter the form of such logo from~~
101 ~~time to time, as, in their judgment, they may deem best, provided such logo shall at all times~~
102 ~~comply with the provisions of law.~~
103 ~~c) To manage in such manner as they may deem best, all funds and property, real and personal,~~
104 ~~received and acquired by the Club, and to distribute, loan or dispense the same or the income~~
105 ~~and profits therefrom.~~

106
107 ~~1.2 Number of Directors.~~ The Board of Directors shall consist of all the Elected Officers of this Club, who
108 shall all be Full Members ~~in good standing.~~

109 **Section 2. Elected Officers**

110 The Elected Officers of this Club shall be: President, Vice-President, Secretary, Treasurer, and Activities
111 Director. An elected office may be occupied by more than one person subject to Board approval.

112 **Section 3. Term of Office**

113 All offices shall be held for a period of one year, commencing at the January meeting following elections,
114 and terminating at the start of the January meeting, one year later. Except in the case of an interim
115 vacancy, which shall be for the remainder of the vacant term of office.

116 **Section 4. Removal from Office**

117 Any officer missing three Board of Directors meetings and/or six membership meetings during his/her
118 term of office, without reasonable excuse, shall be removed from office and replaced as soon as
119 possible.

~~[‡] "Supreme Law:" Inherent in the executive powers of the Board of Directors is the ability to remove a person from the membership for cause.~~

120
121 A reasonable excuse shall be determined by the Board of Directors.
122

123 Any officer, as determined by a majority of the Board of Directors, found not performing his/her duties,
124 may be removed from office, subject to the approval by a majority vote of the Full Membership at the
125 next membership meeting following a report from the Board of Directors to the membership.

126 **Section 5. Vacancy of Office**

127 Any interim vacancy on the Board of Directors shall be filled by appointment by the Board of Directors,
128 subject to the approval by a majority vote of the Full Membership at the next membership meeting
129 following the vacancy.

130
131 In the event that the Full Membership votes down the appointment by the Board of Directors, there will
132 be open nominations for the vacant office and an election held at said membership meeting to fill the
133 vacancy.

134 **Section 6. Returning of CEDAR RAPIDS BEER NUTS Property**

135 All elected officers and any Full Members, upon completion of their term in office or assignment, shall
136 return to the CEDAR RAPIDS BEER NUTS any and all papers, documents, and property deemed to be
137 important to the operation and history of, and belonging to, said Club. Failure to comply may result in
138 expulsion from the Club and civil action if deemed necessary.

139 **ARTICLE THREE**

140 **Duties of Elected Officers**

141 **Section 1. President**

142 The duties of the President shall be as follows:

- 143
- 144 a. To uphold the Constitution and By-Laws of the Club
 - 145
 - 146 b. To interpret the Constitution and By-Laws of this Club when necessary.
 - 147
 - 148 c. To set the theme and agenda for the meetings.
 - 149
 - 150 d. To call meetings to order and conduct them in an orderly manner.
 - 151
 - 152 e. To call for special meetings when necessary.
 - 153
 - 154 f. To form committees when necessary.
 - 155
 - 156 g. Shall be an Ex-officio member of all committees.
 - 157
 - 158 h. Shall have no vote on motions made at membership meetings and/or Board of Directors
159 meetings, except to break a tie.

160 **Section 2. Vice-President**

161 The duties of the Vice-President shall be as follows:

- 162 a. To assist the President with his duties,
- 163 b. To maintain the inventory and dispersal of club gear, e.g., t-shirts, hats, glasses, etc.; and,
- 164 c. At the request of the President, or in the President's absence or disability, the Vice President shall perform all the duties of the President. When so acting, the Vice President shall have all of the powers of, and be subject to all the restrictions upon the President. If the President is absent from any meeting, the Vice-President shall assume the President's power for that meeting.

171 **Section 3. Secretary**

172 The duties of the Secretary shall be as follows:

- 173 a. To take the minutes of Board of Directors meetings and membership meetings,
- 174 b. To maintain a file of all minutes and post them on the Club website in a timely manner; and,
- 175 c. *Submit all required public filings (tax, charter status, etc.) on behalf of the Club.*
- 176 ~~e~~-d. If the President and Vice-President are both absent from any meeting, then the Secretary shall chair the meeting.

182 **Section 4. Treasurer**

183 The duties of the Treasurer shall be as follows:

- 184 a. To administer the Club's finances,
- 185 b. To collect and document monies owed to the Club, including the listing of Full Members in good standing,
- 186 c. To manage the club's financial accounts and arrange to have the President and him/herself (Treasurer) to have authority to disperse funds,
- 187 d. To reimburse expenses incurred by members on behalf of the Club; and,
- 188 e. To submit a verbal report to the Board of Directors on a quarterly basis, or when requested by the President.

199 **Section 5. Activities Director**

200 The duties of the Activities Director shall be as follows:

- 201
202 a. To arrange to have guest speakers and demonstrations at membership meetings,
203
204 b. To arrange any club festivals,
205
206 c. To arrange for tours, workshops, and seminars in which the Club may participate; and,
207
208 d. To coordinate and organize CEDAR RAPIDS BEER NUTS competition efforts.
209

210 The Activities Director may form committees to achieve these duties and, *they may, at their discretion,*
211 ~~shall~~ serve as Committee Chair.

212

213 **ARTICLE FOUR**

214 **Quorums**

215 A voting quorum at a membership meeting shall be no less than twenty-five percent (25%) of the Full
216 Membership, as reported by the Treasurer at the last Board of Directors meeting previous to the
217 membership meeting where a vote(s) is (are) to be taken, on routine Club business, other than election
218 of Officers and Amendments to this Constitution and By-laws.

219
220 A quorum at a Board of Directors meeting shall consist at least three (3) Board of Directors.
221

222 **ARTICLE FIVE**

223 **Election of Officers**

224 **Section 1. Eligibility**

225 Any person who has been a Full Member for at least six (6) months and is in good standing with this Club
226 may run for an elected office.

227 **Section 2. Nominations**

228 Nominations will open at the September membership meeting and will close one week prior to the
229 November membership meeting before balloting commences. The method of collecting nominees'
230 names shall be done at the discretion of the President or whoever is chairman at those meetings.

231 **Section 3. Balloting**

232 A secret ballot election shall be held no later than the November membership meeting. Only Full
233 Members may vote. The President shall determine how the secret balloting will take place and may
234 consist of paper ballots and/or electronic (web) voting.

235 **Section 4. Tally**

236 The President shall form a committee of at least two (2) Full Members not running for office to tally the
237 ballots. After tabulating the results, the committee shall present a written report to the Officers at the
238 next Board of Directors meeting.

239
240 The new officer(s) for each office shall be that person with a plurality of the votes for that office.
241

242 **ARTICLE SIX**

243 **Installation of Officers**

244 **Section 1. New Officers**

245 Installation of the new officers shall occur at the January membership meeting.

246 **Section 2. Officers Filling Vacancies**

247 Any officer filling a vacancy shall be installed at the meeting at which the Full Membership voted its
248 approval.
249

250 **ARTICLE SEVEN**

251 **Meetings**

252 **Section 1. Membership Meetings**

253 Membership meetings shall be held at a date and time determined by the Full Members at the January
254 membership meeting. Individual membership meetings may be rescheduled by the Board of Directors
255 as necessary. Membership meeting schedules shall be posted on the Club website.

256
257 All Full Members are encouraged to attend these meetings to conduct routine Club business.
258

259 **Section 2. Board of Directors Meetings**

260 Board of Directors meetings shall be at a time and place called by the President, with due consideration
261 of other Directors schedules.

262
263 All officers are required to attend and present a verbal report pertinent to their office. Also, any Full
264 Member may attend these meetings.
265

266 **ARTICLE EIGHT**

267 **Amendments**

268 **Section 1. Resolutions**

269 From time to time it may be necessary to modify this Constitution and By-Laws. The procedure shall be
270 as follows:

271

272 a. Any Full Member, or committee, or the Board of Directors may write a resolution to modify
273 this Constitution and By-Laws. It shall include the reason for the change, the article, the
274 section, the paragraph, etc., where the change will occur, and what the change will be.

275

276 b. If a Full Member has drafted a resolution, he/she may present it to the Board of Directors for
277 presentation to the Full Membership or bring it to a membership meeting for presentation to
278 the Full Membership. The purpose of the initial presentation to the Full Membership is to
279 discuss the change(s) and why they are needed.

280

281 c. After initial presentation, the Full Members in attendance, shall vote on whether or not to
282 accept the resolution for consideration. A simple majority vote is needed to progress the
283 resolution.

284

285 d. The resolution shall be posted on the club's website after the initial approval.

286

287 e. Prior to close of the next membership meeting, the resolution will be voted on by the Full
288 Membership. Voting may be by paper ballot and/or electronically, at the discretion of the Board
289 of Directors. *Voting may begin prior to the membership meeting, and should allow sufficient*
290 *time for Full Members to cast their votes, **but should be no less than one week**. All voting will*
291 *close as of the conclusion of the membership meeting. A ~~two-thirds (2/3)~~ simple majority of the*
292 *Full Membership in good standing that cast ballots during the allowed voting window, is*
293 *required for the resolution to be adopted.*

294

295

296 **ARTICLE NINE**

297

298 **Club Finances and Assets**

299

300 Section 1. Fiduciary Responsibility

301

302 a. The Board of Directors will exercise sound judgment in the disbursement of any/all Club
303 funds.

304 b. All authorizations on the use of Club assets shall be deemed to be in the best interest of
305 Club overall.

306

307 Section 2. Spending Limits

308

- 309 a. The President may authorize the spending of club funds up to a limit of \$100.00 at his/her
310 sole discretion. The President will inform the Board of Directors of any authorized spending
311 at the next Board meeting.
- 312 b. A majority of the Board of Directors may authorize the spending of Club funds up to a limit
313 of ~~\$500.00~~ \$1000.00 at their discretion. The President will inform the Full Membership of
314 any such authorized spending at the next membership meeting.
- 315 c. A simple majority vote of the Full Membership in good standing is required to *pre*-authorize
316 the spending of Club funds in excess of ~~\$500.00~~ \$1000.00 for any single purchase or project
317 (e.g., the Club bar, Club bus, Festivals). Voting may be done with paper ballot and/or
318 electronically. The results of the voting shall be posted to the Club website.

319
320 Section 3. Financial Accounts

321
322 The Club may establish one or more checking accounts, savings accounts or investment accounts with
323 appropriate financial entities or institutions as determined in the discretion of the Board of Directors to
324 hold, manage or disburse any funds for Club purposes. All checks, drafts or other orders for the payment
325 of money, and all notes or other evidences of indebtedness issued in the name of the Club, shall be
326 signed by such officer(s) or agent(s) of the Club, and in such manner, as is determined by the Board of
327 Directors from time to time.

328
329 Section 4. Club Assets and Property

330
331 The title to all property and other tangible assets of the Club, both real and personal, shall be vested in
332 the Club.

333
334 Section 5. Disposition upon Dissolution

335
336 Upon the dissolution or winding up of the Club, or in the event it shall cease to engage in carrying out
337 the purposes and goals set forth in these Bylaws, all of the business, properties, assets and income of
338 the Club remaining after payment, or provision for payment, of all debts and liabilities of this Club, shall
339 be distributed to a nonprofit fund, association, or corporation which is organized and operated
340 exclusively for tax exempt purposes which are reasonably related to the purposes and goals of this Club,
341 as may be determined by the Board of Directors of this Club in its sole discretion, and which has
342 established its tax exempt status under §501(c)(7) of the Internal Revenue Code of 1986, as amended.

343
344 Section 6. Contracts

345
346 The Board of Directors may authorize any Officer or Full Member to enter into any contract or execute
347 and deliver any instrument in the name of and on behalf of the Club. Such authority may be general or
348 confined to a specific instance. Unless so authorized by the Board of Directors, no Officer or Full Member
349 shall have any power or authority to bind the Club by any contract or engagement, or to pledge its
350 credit, or render it pecuniarily liable for any purpose or to any amount. When the execution of any
351 contract or other instrument has been authorized by the Board of Directors without specification of the
352 executing Officer, the President, either alone or with the Secretary, may execute the same in the name
353 of, and on behalf of, the Club.

354
355 Section 7. Limitations on Debt

356
357 No debt shall be incurred by the Club beyond the accounts payable incurred by it as a result of its
358 ordinary operating expenses, and no evidence of indebtedness shall be issued in the name of the Club
359 unless authorized by the Board of Directors. Specifically, without limitation, no loan shall be made to any
360 Officer or Full Member of the Club. Any Officer or Full Member who assents to or participates in the
361 making of any such loan shall be liable, in addition to the borrower, for the full amount of the loan until
362 it is fully repaid.

363
364 Section 8. Liability of Directors and Officers.

365
366 No director or officer of the Club shall be personally liable to its creditors or for any indebtedness or
367 liability and any and all creditors shall look only to the Club's assets for payment. Further, neither any
368 officer, the Board nor any of its individual members shall be liable for acts, neglects or defaults of an
369 employee, agent or representative selected with reasonable care, nor for anything the same may do or
370 refrain from doing in good faith, including the following of done in good faith: errors in judgment, acts
371 done or committed on advice of counsel, or any mistakes of fact or law.

372
373 Section 9. Liability of Members.

374
375 No member of the Club shall be personally liable to its creditors or for any indebtedness or liability and
376 any and all creditors shall look only to the Club's assets for payment.

377
378 Section 10. Property Interests Upon Termination of Membership.

379
380 Members have no interest in the property, assets or privileges of the Club. Cessation of membership
381 shall operate as a release and assignment to the Club of all right, title and interest of any member, but
382 shall not affect any indebtedness of the Club to such member.

383
384
385 **ARTICLE 10**

386
387 **INDEMNIFICATION**

388
389 Section 1. Right to Indemnification.

390
391 Each person who was or is a party to or is threatened to be made a party to or is involved in any action,
392 suit, or proceeding, whether civil, criminal, administrative, or investigative, formal or informal
393 (hereinafter referred to as a "proceeding"), by reason of the fact that he or she, or a person of whom he
394 or she is the legal representative, is or was an Officer of the Club or, while serving as an Officer of the
395 Club, is or was serving at the request of the Club as a director, officer, partner, trustee, employee, or
396 agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise,
397 whether for profit or not, including service with respect to employee benefit plans, whether the basis of
398 the proceeding is alleged action in an official capacity as an Officer or agent or in any other capacity
399 while serving as an Officer, shall be indemnified and held harmless by the Club to the fullest extent
400 authorized by state law, as it exists or may be amended (but, in the case of any such amendment, only
401 to the extent that the amendment permits the Club to provide broader indemnification rights than state
402 law permitted the Club to provide before the amendment), against all expenses, liability, and loss
403 (including attorney fees, judgments, fines, ERISA excise taxes, or penalties and amounts to be paid in

404 settlement) reasonably incurred by the person in connection therewith, and the indemnification shall
405 continue for a person who has ceased to be an Officer and shall inure to the benefit of his or her heirs,
406 executors, and administrators; provided, however, that except as provided in the next section with
407 respect to proceedings seeking to enforce rights to indemnification, the Club shall indemnify any such
408 person seeking indemnification in connection with a proceeding, or part thereof, initiated by the person
409 only if the proceeding, or part thereof, was authorized by the Officers of the Club. To the extent
410 authorized by state law, the Club may, but shall not be required to, pay expenses incurred in defending a
411 proceeding in advance of its final disposition. The right to indemnification conferred in this article shall
412 be a contract right.

413
414 Section 2. Non-Exclusivity of Rights.

415
416 The right to indemnification conferred in this article shall not be exclusive of any other right that any
417 person may have or acquire under any statute, provision of the articles of incorporation, bylaw,
418 agreement or disinterested directors, or otherwise.

419
420 Section 3. Insurance.

421
422 The Club may purchase and maintain insurance on behalf of any person who is or was an Officer, or is or
423 was serving at the request of the Club as a director, officer, partner, trustee, employee, or agent of
424 another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted
425 against the person and incurred by him or her in any such capacity or arising out of his or her status as
426 such, whether or not the Club would have power to indemnify the person against the liability under
427 these bylaws or the laws of the state of Iowa.

428
429 Section 4. Changes in Iowa Law.

430
431 If there is any change of the Iowa statutory provisions applicable to the Club relating to the subject
432 matter of this Article, then the indemnification to which any person shall be entitled under this Article
433 shall be determined by the changed provisions, but only to the extent that the change permits the Club
434 to provide broader indemnification rights than the provisions permitted the Club to provide before the
435 change. Subject to the next Section, the Board of Directors is authorized to amend these bylaws to
436 conform to any such changed statutory provisions.

437
438 Section 5. Amendment or Repeal of Article.

439
440 No amendment or repeal of this Article shall apply to or have any effect on any director, officer,
441 employee, or agent of the Club for or with respect to any acts or omissions of the director, officer,
442 employee, or agent occurring before the amendment or repeal.

443
444 Section 6. Impact of Tax Exempt Status.

445
446 The rights to indemnification set forth in this Article are expressly conditioned upon such rights not
447 violating the Club's status as a tax exempt organization described in §501(c) of the Internal Revenue
448 Code of 1986, as amended.

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450
451 ARTICLE 11

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PROHIBITED ACTIVITIES

Section 1. Actions Jeopardizing Tax Status.

This Club shall not carry on any activities not permitted to be carried on by an organization exempt from federal income taxes under §501(c)(7) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law.

Section 2. Lobbying and Political Activities.

The Club may devote a substantial part of its activities for lobbying purposes (including the publishing or distribution of statements) or otherwise attempting to influence legislation. However, the Club may participate or intervene in (including the publishing or distribution of statements) any political or judicial campaign on behalf of any candidate for public office only to an insubstantial degree.

Section 3. Private Inurement.

No part of the net income or net assets of the Club shall inure to the benefit of, or be distributable to, its Officers, or Members. Specifically, club revenue generated from non-members shall not be used to the personal advantage of the members (such as in reduced dues, improved facilities, and the like). However, the Club is authorized to pay reasonable compensation to Members for services actually rendered and to make payments and distributions in furtherance of its tax exempt purposes.

Section 4. Non-Discrimination.

In the conduct of all aspects of its activities, the Club shall not discriminate on the grounds of gender, race, color, religion, national origin, sexual orientation or gender identity.

Section 5. Conflicts of Interest.

A conflict of interest occurs when a person under a duty to promote the interests of the Club (a "fiduciary") is in a position to promote a competing interest instead. Fiduciaries include all Club Officers and members of any Club committee. Undisclosed or unresolved conflicts of interest are a breach of the duty to act in the best interests of the Club and work to the detriment of the Club.

Section 6. Typical Conflict Situations.

Conflicts of interest are likely to arise whenever a fiduciary has a personal interest in a vendor of goods or services to the Club.

Section 7. Discharging Conflicts of Interest.

All conflicts of interest must be disclosed to the Board of Directors. After disclosure is made, the individual with a conflicting interest must not participate in judging the merits of that interest. That is, such individual must abstain from voting on, or recommending a course of action with respect to, the situation giving rise to the conflict. When these are done, the conflict of interest has been properly discharged.

500

501 Section 8. Preventing Conflict Situations.

502

503 The Club, through the Board of Directors, shall encourage all fiduciaries to prevent conflicts of interest
504 where possible.

505

506 (a) Fiduciaries should refuse to enter into self-dealing relationships with the Club as a vendor.

507 (b) Fiduciaries should not accept anything but gifts of insubstantial value from vendors.

508

509 Section 9. Litigation.

510

511 The Club shall not be a voluntary party in any litigation without the prior written approval of the Board
512 of Directors.

513

514

515 **BY-LAWS OF THE CEDAR RAPIDS BEER NUTS**
516

517 **ARTICLE ONE**

518 **Membership**

519 **Section 1. Membership**

520 Full Membership lasts one year from January through December.

521
522 Associate Membership is only good in the calendar month that the ~~corresponding dues are paid~~ *annual*
523 *Club Festival is held.*

524 **Section 2. Dues**

525 Dues shall be determined by the Board of Directors and approved by the Full Membership. Full
526 Members shall receive a membership ID (Badge), and may enjoy any other benefits that come along
527 with Full Membership in this Club. Associate Members may attend the annual Club Festival and any
528 membership meeting. Associate Members will not be granted access to the “Members Only” section of
529 the Club website.

530 **Section 3. First-time Members**

531 First time members may be charged a pro-rated rate for their first year’s membership. The fee charged
532 shall be determined by the Board of Directors.

533 **Section 4. Returning Members**

534 At the beginning of each calendar year, dues will be required to continue as a Full Member.

535
536 Returning Full Members who do not renew their dues by the end of the first calendar quarter shall be
537 placed on an inactive list and will no longer be a member in good standing. Only Full Members in good
538 standing will have access to the “Members Only” section of the Club webpage.

539 **Section 5. Honorary Membership**

540 The Board of Directors may elect to designate any person an Honorary Member of the Club for a time
541 period determined by the Board at the time of dispensing such Honorary Membership. Honorary
542 Membership entitles such person access to the Club website, except the “Members Only” section, and
543 any other benefits as determined by the Board of Directors at the time of election of that title.

544 **Section 6. Membership Agreement**

545 The Board of Directors shall codify a membership agreement that is required for both Full and Associate
546 Members. The agreement shall outline acceptable behavior and risks assumed by the members. The

547 agreement will absolve the Club and its Board of Directors from any liabilities incurred by any Member
548 (Full or Associate) attending any Club meeting or Club-sanctioned event.

549 **Section 7. Membership Cards (Badges)**

550 The Club shall provide to each Full Member a card designating them as a member of CEDAR RAPIDS
551 BEER NUTS. Each card shall be minimally provided with name and a method to determine the member's
552 expiration date and current status.
553

554 **ARTICLE TWO**

555 **Festivals**

556 **Section 1.**

557 There shall be at least *two* Club- sponsored events per year: the Annual Club Festival, and a Holiday
558 Gathering. *These events* may take the place of the regular membership meeting for that month. The
559 Board of Directors shall set the date for each Club-sponsored event.
560

561 **ARTICLE THREE**

562 **Competitions**

563 **Section 1. Number**

564 There will be at least three (3) Club-sponsored competitions per year. These competitions may, at the
565 discretion of the Board of Directors, be open to other clubs and may be sanctioned by the BJCP/AHA.
566 Sanctioning of these competitions shall not be a requirement for holding them.

567 **Section 3. Rules and Awards**

568 The rules and awards for competitions shall be determined, on a per competition basis, by the Event
569 Coordinator.
570

571 **ARTICLE FOUR**

572 **Section 1. Effective Date**

573 This Constitution and By-Laws shall be considered in effect when approved by *a simple majority* of the
574 Full Membership in good standing *that cast ballots during the designated voting window set by the*
575 *Board of Directors.*
576
577