Northwest Territories Karate Association (NWTKA)

Bylaws

Jan 12, 2026

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REVISION HISTORY

- Amended January 19, 2026
- Ratified February 16 2026, by special resolution.

Bylaws of the NWT Karate Association

ARTICLE 1: GENERAL

1.1 **Name** - The name of the Society is NWT Karate Association. It is also known as NWT Karate Association and may be referred to as NWTKA.

1.2 **Purpose** – These Bylaws relate to the general conduct of the affairs of NWT Karate Association, a Society incorporated under the NWT *Societies Act*.

1.3 **Definitions** - The following terms have these meanings in these Bylaws:

a) **Act** – the NWT *Societies Act*, as amended from time to time and any legislation that may be substituted therefore.

b) **Association** – NWT Karate Association.

c) **Auditor** – an individual appointed by the Members at the Annual General Meeting to audit the books, accounts, and records of the Association for a report to the Members at the Annual General Meeting.

d) **Board** – the Board of Directors of the Association.

e) **Constitution** – the instrument that incorporates the Association or that modifies its incorporating instrument, including articles of incorporation, restated articles of incorporation, articles of amendment, articles of amalgamation, articles of arrangement, articles of continuance, articles of dissolution, articles of reorganization, articles of revival, letters patent, supplementary letters patent or special act.

f) **Days** – will mean days including weekends and holidays.

g) **Director** – an individual elected or appointed to serve on the Board pursuant to these Bylaws.

h) **Extraordinary Resolution** – a resolution in writing passed by a majority of not less than three-fourths of the Members who are entitled to vote who are present at a general meeting of which notice specifying the intention to propose the resolution as an Extraordinary Resolution has been given in the manner provided by these Bylaws.

i) **Officer** – an individual elected or appointed to serve as an Officer of the Association pursuant to these Bylaws.

j) **Ordinary Resolution** – a resolution passed by not less than a majority of the votes cast at a meeting of the Board, meeting of the Executive, meeting of a Committee, or a meeting of Members.

k) **Registrant** – shall mean any of the following who have applied for registration as a Registrant with the Association, who have agreed to abide by the Association's By-laws, policies, rules and regulations, and who have been accepted as a Registrant with the Association:

   i. Black Belt Registrant

   ii. Kyu Belt Registrant

   iii. Honorary Registrant

   iv. Members

1.4 **Head Office** – The head office of the Association will be located at all times within the Province of NWT as determined by the Directors by Ordinary Resolution. Any amendment to the location of the head office will be notified to the Registrar in accordance with the Act.

1.5 **Corporate Seal** - The Board may adopt a corporate seal for the Association. Custody of the seal is the responsibility of the Treasurer/Secretary or designate and only an authorized person shall be permitted to imprint it on documents issued by the Association.

1.6 **No Gain for Members** – The Association will be carried on without the purpose of gain for its Members and any profits or other accretions to the Association will be used in promoting its objectives.

1.7 **Ruling on Bylaws** – Except as provided in the Act, the Board will have the authority to interpret any provision of these Bylaws that is contradictory, ambiguous, or unclear, provided such interpretation is consistent with the objects of the Association.

1.8 **Conduct of Meetings** – Unless otherwise specified in the Act or these Bylaws, meetings of Members and meetings of the Board will be conducted according to Robert's Rules of Order (current edition).

1.9 **Interpretation** – Word importing the singular will include the plural and vice versa, and words importing persons will include bodies corporate.

1.10 **Headings** – The headings used in the Bylaws are inserted for convenience of reference only.

ARTICLE 2: MEMBERSHIP

Categories of Membership

2.1 **Categories** – The Association has one (1) category of membership:

a) Club Members;

Qualifications for Membership

2.2 **Club Member** - An organized body corporate karate club/association or organized group of persons consisting of Registrants of the Association whose main objective is the instruction and/or participation in Karate, who has applied for membership, has agreed to abide by the Association's bylaws, policies, rules and regulations and is registered with the Association.

Admission of Members

2.3 **Admission of Members** - No Club Member will be admitted as a Member of the Association unless:

a) The candidate has made an application for membership in a manner prescribed by the Association;

b) The candidate has agreed to comply with these bylaws, policies, procedures, rules and regulations of the Association;

c) If the candidate is currently a Member at the time of applying for membership, the candidate is a Member in Good Standing as defined herein, unless otherwise approved by the Board;

d) If the candidate was at any time previously a Member, the candidate was a Member in Good Standing at the time of ceasing to be a Member, unless otherwise approved by the Board;

e) The candidate has been approved by majority vote as a member by the Board or by any committee or individual delegated this authority by the Board;

f) The candidate has accepted any conditions applied by the Board (at its discretion) during the candidate's first year as a Member; and

g) The candidate has paid dues as prescribed by the Board.

Membership Duration and Dues

2.4 **Membership Year** - Unless otherwise determined by the board the membership year of the Association will be April 1st – March 31st.

2.5 **Duration** – Membership is accorded on an annual basis, and all Members will apply for membership each year.

2.6 **Dues** – Membership dues for all Members, will be determined annually by the Board and submitted to the Association no later than May 31, together with the Club Name and address and all Registrants associated with the Club Member.

Withdrawal, Transfer, and Termination of Membership

2.7 **Resignation** – A Member may resign by delivering written notice of such resignation to the Treasurer/Secretary or the Head Office of the Association. Resignation will take effect upon receipt of notice by the Association

2.8 **May Not Resign** – A Member may not resign from the Association when the Member is subject to disciplinary investigation or action of the Association.

2.9 **Arrears** – A Member will be expelled from the Association by way of ordinary resolution of the Board of Directors for failing to pay membership dues or money owed to the Association by the deadline dates prescribed by the Association or otherwise fails to comply with all other registration policies.

2.10 **Transfer** – Membership in the Association is non-transferrable.

2.11 **Discipline** – In addition to expulsion for failure to pay membership dues, a Member may be suspended or expelled from the Association in accordance with the Association's policies and procedures relating to discipline of Members, or by the Board in accordance with the Bylaws.

2.12 **Removal** – A Member may be removed by Ordinary Resolution of the Board at a duly called meeting, provided notice is given and the Member is provided with reasons and the opportunity to be heard. Notice will set out the reasons for termination of membership and the Member receiving the notice will be entitled to submit a written submission opposing the termination. Dues paid are forfeited.

Good Standing

2.13 **Definition** – A Member of the Association will be in good standing provided that the Member:

a) Has not ceased to be a Member;

b) Has not been suspended or expelled from membership, or had other membership restrictions or sanctions imposed;

c) Has completed and remitted all documents and certifications, if necessary, as required by the Association;

d) Has complied with the Bylaws, policies, procedures, rules and regulations of the Association;

e) Is not subject to a disciplinary investigation or action by the Association, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and

f) Has paid all required membership dues.

Privileges

2.14 Subject to these Bylaws and other governing documents of the Association, Members in good standing may be entitled to the following privileges:

a) To vote, subject to these Bylaws.

b) To attend and participate in the meetings and affairs of the Association, subject to these Bylaws;

c) To have Registrants affiliated with the Member participate in sanctioned competitions/activities, training camps, or clinics of the Association; or

d) Participate in other events and activities associated with the Association.

Cease to be in Good Standing

2.15 Members that cease to be in good standing may have privileges suspended and will not be entitled to vote at meetings or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the Member has met the definition of good standing as set out above.

Disputes

2.16 Subject to these By-laws and other governing documents of the Association, any dispute arising out of the affairs of the Association between Members or between a Member who has for not more than six (6) months ceased to be a Member shall be decided by submitting the dispute, in writing, to the Board. There shall be no appeal process .

ARTICLE 3 MEETINGS OF MEMBERS

Types of Meetings

3.1 **Types of Meetings** - Meetings of Members will include Annual General Meetings and Special General.

3.2 **Annual General Meetings** - A general meeting of the membership, designated as the annual general meeting, shall be held at such date and time as the Board determines. The meeting shall review affairs of the Association since the last general meeting, hear and receive the Board's reports, hold election of officers

and directors, and transact such other business as may properly be brought before it.

3.3 **Special General Meeting - A** Special General Meeting of the Members may be called at any time by the President, by the Board or upon the written request of one third (1/3) or more of the Members of the Association. Notice to all Members will be given in accordance with the Act before the date of such meeting. Agenda of special meetings will be limited to the subject matter for which the meeting was duly called.

3.4 **Extraordinary Resolution** - The Association shall file every “Extraordinary Resolution” passed by the Association with the Registrar of Societies in accordance with the Act..

3.5 **Location and Date** - The Association will hold meetings of Members at such date, time and place as determined by the Board. The Annual General Meeting will be held within eighteen (18) months of the last Annual General Meeting.

3.6 **Meetings by Telephone/Telecommunication** - A meeting of Members may be held by telephone conference call or by means of other telecommunications technology. Any Member who is unable to attend a meeting of members may participate in the meeting by telephone or other telecommunications technology should the Association make such means available. Members who participate in a meeting by telephone or other telecommunications technology are considered to have attended the meeting.

3.7 **Notice** - Notice of meetings of Members will be posted on the Association’s Website at least thirty (30) days prior to the date of the meeting and written notice, including electronic notice (e-mails) will be given to all Members at least thirty (30) days prior to the date of the meeting. Failure for the intended recipient in receiving the notice will not null and void the meeting nor the decisions or actions from that meeting.

3.8 **Adjournment** – Any meetings of Members may be adjourned to any time and place as determined by the Board and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice will be required for any adjourned meeting.

3.9 **Agenda** – The agenda for the Annual General Meeting will be conducted in two parts containing at least the following:

AGM Part 1: The business of the Association

Call to order

Establishment of Quorum

Appointment of Scrutineers

Adoption of Minutes of the previous Annual Meeting

Report of Auditors

Appointment of Auditors

Election of Directors

Adjournment

AGM Part 2: Reports & Discussion

Board, Committee and Staff Reports

Adjournment and conclusion to the Association's AGM

3.10 **Quorum** – Two (2) Members in attendance will constitute a quorum.

3.11 **Closed Meetings** – Meetings of Members will be closed to the public except by invitation of the Board.

3.12 **Submission to Registrar of Societies** - Within fourteen (14) days following the Annual General Meeting, the Association shall send its approved financial statements and an updated list of Directors and Officers (with their addresses and occupations) to the Registrar of Societies.

VOTING AT MEETINGS OF MEMBERS

3.13 **Voting Privileges** - Members will have the following voting rights at all meetings of Members:

a) **Club Members** will be entitled to appoint a Delegate, who may attend and participate in meetings and is entitled to One (1) vote per Club Member.

3.14 **Delegates** – The name of a Delegate will be communicated to the Association in writing, seven (7) days prior to the meeting of Members. Delegates must be eighteen (18) years of age and older and a Registrant in good standing.

3.15 **Scrutineers** - At the beginning of each meeting, the Board may appoint one or more scrutineers who will be responsible for ensuring that votes are properly cast and counted. Scrutineers may not be Directors running for re-election.

3.16 **Proxy Voting** – There will be no voting by proxy.

3.17 **Determination of Votes** - Votes will be determined by a show of hands, in writing, or orally unless a secret or recorded ballot is requested by a Member.

3.18 **Majority of Votes** - Except as otherwise provided in the Act or these Bylaws, the majority of votes of Members present who vote will decide each issue. In the case of a tie, the issue is defeated.

ARTICLE 4: GOVERNANCE

4.1 **Directors** – The Board will consist of between five to nine (5-9) Director positions as follows:

a. President

b. Vice-President

c. Secretary/Treasurer

d. Membership Officer

e. One to five (1-5) Directors-at-Large

4.2 **Number of Directors** – Prior to a meeting of the Members at which Directors will be elected, the Board will determine the number of Director-at-Large positions by Ordinary Resolution provided that:

a) The number of Director-at-Large positions is at least one (1) and no more than five (5); and

b) The determination of the number of Director-at-Large positions on the Board does not have the effect of shortening the term of a sitting Director.

4.3 **Eligibility** - Any individual who is eighteen (18) years of age or older, who has the power under law to contract, is an Registrant of a Club Member in good standing may be nominated for election as a Director at Large.

4.4 **Election** – The election of the Directors will take place as follows: At the Annual General Meeting up to three (3) Directors shall be elected annually by the Members in the following rotational order:

a. **One**: Membership Officer & one (1) Director-at-Large

b. **Two**: Secretary/Treasurer & up to one (1) Director-at-Large

c. **Three**: Vice-President, & up to one (1) Directors-at-Large

d. **Four**: President & up to two (2) Directors-at-Large

4.5 **Non-Director-at-Large Elections** – Elections for non-Director-at-Large positions will be decided by the Members in accordance with the following:

a) **One Valid Nomination** – Winner declared by Ordinary Resolution.

b) **Two or More valid Nominations** – Winner is the nominee receiving the greatest number of votes. In the case of a tie, the nominee receiving the fewest votes will be deleted from the list of nominees and a second vote will be conducted. If there continues to be a tie of more than two nominees, the nominee receiving the fewest votes will be deleted from the list of nominees until their remains only two nominees or a winner is declared. If only two nominees remain and there continues to be a tie, the winner will be decided by the Board of Directors by resolution.

4.6 Directors-at-Large Elections – Elections for Director-at-Large positions will be decided by the Members in accordance with the following:

a) **Equal number of Nominations and Available Positions** – Winners elected by Ordinary Resolution.

b) **More Nominations than Available Positions** – The nominee(s) with the highest number of votes will fill the available positions until all the available positions have been filled. In the case of a tie for the final available position, a second vote will be conducted between the tied nominees. If the second vote is also a tie, the Board will declare a winner by Ordinary Resolution.

4.7 **Terms -** Elected Directors will serve terms of four (4) years and will hold office until their successors have been duly elected in accordance with these Bylaws, unless they resign, are removed from or vacate their office.

RESIGNATION AND REMOVAL OF DIRECTORS

4.8 **Resignation** - A Director may resign from the Board at any time by presenting their notice of resignation to the Board. This resignation will become effective the date on which the request is approved by the Board. Where a Director who is subject to a disciplinary investigation or action of the Association resigns, that Director will nonetheless be subject to any sanctions or consequences resulting from the disciplinary investigation or action.

4.9 **Vacate Office** - The office of any Director will be vacated automatically if:

a) The Director is found by a court to be of unsound mind;

b) the Director becomes bankrupt;

c) the Director misses three (3) consecutive Board meetings without proper notification to the Board and approval of the President; and

d) Upon the Director's death.

4.10 **Removal** – A Director may be removed by Extraordinary Resolution at a General Meeting or Special Meeting, provided the Director has been given notice of and reason why and is invited to attend and speak at the meeting.

4.11 **Filling a Vacancy on the Board** - Where the position of a Director becomes vacant for whatever reason, the Board may appoint a qualified individual to fill the vacancy until the remainder of the Director's term. If the position of President becomes vacant, the Vice president shall assume the duties of that office until the end of the President's term. The Board may appoint a qualified individual to fill the Vice President position until the end of the Vice President's term.

MEETINGS

4.12 **Call of Meeting** - The meetings of the Board of Directors will be held at any time and place as determined by the President or a majority of the Board of Directors.

4.13 **Notice** - Written notice, served other than by mail, of Board Meetings will be given to all Directors at least forty-eight (48) hours prior to the scheduled meeting. Notice served by mail will be sent at least fourteen (14) days prior to the meeting. No Notice of a meeting of the Board of Directors is required if all Directors waive notice, or if those absent consent to the meeting being held in their absence.

4.14 **Number of Meetings** - The Board will hold a minimum of one (1) meeting to a maximum of four (4) meetings per year.

4.15 **Quorum** - At any meeting of the Board of Directors, quorum will consist of a simple majority (50%+1) of Directors holding office.

4.16 **Voting** - Each Director is entitled to one vote. Voting will be by a show of hands, orally or by electronic ballot, unless a Director requests a secret ballot. Resolutions will be passed upon a majority of the votes being in favor of the resolution.

4.17 **No Proxies** - Directors may not vote via proxy at meetings of Directors.

4.18 **Meetings** - Meetings of the Board will include the Treasurer or Secretary without vote when such office is filled by non-directors. Notwithstanding the previous

sentence, Meetings of the Board will be closed to Members and the public except by invitation of the Board.

4.19 **Meetings by Telecommunications** - A meeting of the Board may occur by teleconference provided either a majority of the Directors consent or the meeting has been approved by resolution passed by the Directors at a meeting of the Directors.

4.20 **Meetings by Other Electronic Means** - The Directors may meet by other electronic means that permits each Director to communicate adequately with each other provided that:

a) The Directors have passed a resolution addressing the mechanics of holding such a meeting and dealing specifically with how security issues should be handled, the procedure for establishing quorum and recording votes;

b) Each Director has equal access to the specific means of communications to be used;

c) Each Director has consented in advance to meeting by electronic means using the specific means of communication proposed for the meeting.

4.21 **Powers of the Board** - Powers Except as otherwise provided in the Act or these Bylaws, the Board has the powers of the Association and may delegate any of its powers, duties and functions. Without limiting the generality of the foregoing, the Board may:

a) Implement policies, procedures and rules for managing the affairs of the Association;

b) Implement policies, procedures and rules relating to the registration of Members and Registrants and shall have the authority to register Members and Registrants accordingly;

c) Implement policies, procedures and rules relating to the discipline of Members and Registrants, and shall have the authority to discipline Members and Registrants accordingly;

d) Implement policies, procedures and rules relating to the management of disputes within the Association and shall have the authority to deal with all disputes accordingly;

e) Implement policies, procedures and rules relating to the direction and control of monies, funds, investments and securities of the Association and shall have the authority to manage these accordingly;

f) Establish committees, appoint members of committees, and delegate any of its powers, duties and functions to any committee; and

g) Appoint, engage or employ such persons as it deems necessary to carry out the work of the Association.

4.22 **Borrowing Powers** - For the purpose of carrying out its objectives, the Association may borrow or raise or secure the payment of money in such manner as it thinks fit, and in particular by the issue of debentures, but this power shall be exercised only under the authority of the Association, and in no case shall debentures be issued without the sanction of a special resolution of the Association.

4.23 **Validity of Acts of Directors** - No act of the Board or a Director will be nullified if it is discovered after the fact that the Director was improperly appointed or elected.

ARTICLE 5: OFFICERS AND COMMITTEES

5.1 **Composition** - The Officers will be comprised of the President, Vice-President, Secretary/Treasurer, and Membership Officer. No Officer may hold more than one office at a time.

5.2 **Terms** - Officers will hold office for a term of three (3) years unless they resign, are removed, or vacate their office. The Officers term of office will commence beginning from the meeting at which they were elected.

5.3 **Vacate Office** - The office of any Officer will be vacated automatically if:

a) The Officer is found by a court to be of unsound mind;

b) The Officer becomes bankrupt;

c) Upon the Officer's death.

5.4 **Removal** - An Officer may be removed by Extraordinary Resolution of the Board or by Extraordinary Resolution of the Members in a meeting, provided the Officer has been given notice of and the opportunity to be present and to be heard at the meeting where such an Extraordinary Resolution is put to a vote.

5.5 **Vacancy** - Where the position of an Officer becomes vacant for whatever reason and there is still a quorum of Board Members, the Board may elect a qualified Director to fill the vacancy for the remainder of the term.

5.6 **Duties** - The duties of Officers are as follows:

a) **The President will:**

i. Be responsible for the general supervision of the affairs and operations of the Association,

ii. Preside as Chairperson at the Annual General and Special General Meetings of the Association, at meetings of the Board and the Executive Committee, unless an alternate Director has been appointed to Chair

iii. Be the official spokesman of the Association,

iv. Perform such other duties as may from time to time be established by the Board.

b) **The Vice-President will:**

i. Support and assist the President in all duties,

ii. In the absence of the President, have the authority and perform the duties of the President, and

iii. Perform such other duties as may from time to time be established by the Board.

c) **The Secretary/Treasurer will:**

Treasurer: Keep proper accounting records as required by the Act;

i. Collect and record all dues and other funds received by the Association;

ii. Recording all cheques for expenditures and retain cancelled cheques and receipts;

iii. Deposit all monies received by the Association in the Association's bank account;

iv. Supervise the management and the disbursement of funds of the Association; and

v. When required will provide the Board with an account of financial transactions, the financial position of the Association and assist in the Association's audit

Secretary:

i. Prepare and submit the Association's Annual Return to NWT Registries;

ii. Perform such other duties as may from time to time be established by the Board;

iii. Be responsible for the documentation of all amendments to the Association's Bylaws;

iv. Ensure that all official documents and records of the Association are properly kept;

v. Conduct the correspondences of the Board;

vi. Keep attendance records of all Board and Executive meetings;

vii. Send out any notice requirements as described herein; and

viii. Cause to be recorded the minutes of all meetings of Members.

d) **The Membership Officer will:**

i. Keep an up-to-date list of registered members, and

ii. Shall keep full and accurate accounts of all membership and Registrant documents, shall validate participation in all Association events and shall turn all membership and Registrant dues over to the Treasurer for deposit.

REMUNERATION

5.7 **No Remuneration** - All Directors, Officers, and members of Committees will serve their term of office without remuneration except for reimbursement of expenses as approved by the Board.

CONFLICT OF INTEREST

5.8 **Conflict of Interest** – A Director, Officer, Executive Committee member or member of a committee who has an interest, or who may be perceived as having an interest, in a proposed contract or transaction with the Association will disclose fully and promptly the nature and extent of such interest to the Board or Committee, as the case may be, will refrain from voting or speaking in debate on such contract or transaction; will refrain from influencing the decision on such contract or transaction; and will otherwise comply with the requirements of the Act regarding conflict of interest.

ARTICLE 6: REGISTRANTS

6.1 **Registrants** – The Association may have the following categories of Registrants, who are not Members, but who must register with the Association and pay fees as determined by the Board (or, if the Registrant is younger than 19 years old, who must have a parent/guardian register and pay fees on behalf of the Registrant):

a) Athlete – An individual who participates with the Association as an athlete.

b) Coach – An individual who participates with the Association as a coach, manager or trainer.

c) Official – An individual who acts as an official with the Association.

d) Volunteer – An individual who provides volunteer services to the Association.

6.2 The Board may, at their discretion, adjust existing or create new categories of Registrants.

6.3 **Year** – Unless otherwise determined by the Board, the registration term of Registrants begins on the date the Board accepts the Registrant's application for registration and ends on a date common to all Registrants (as determined by the Board, or designate) or when the Registrant resigns or is terminated from registration.

6.4 **Fees** – Registrant fees will be determined annually by the Board.

6.5 **Deadline** – Registrants will be notified in writing of the fees payable, and if they are not paid by the date specified by the Board, the Registrant in default will automatically cease to be a Registrant with the Association.

6.6 **Policy Compliance** – As a condition for participation, a Registrant (or the Registrant's parent/guardian, on behalf of the Registrant, if the Registrant is younger than 19 years old) must comply with the Association's policies and procedures, as may be modified or updated at the discretion of the Board (or designate). Failure to comply with the Association's policies and procedures may result in discipline or suspension of the Registrant or termination of the Registrant's registration.

6.7 **Discipline** – A Registrant may be suspended or expelled from the Association in accordance with the Association's By-laws, policies, and procedures relating to discipline of Registrants.

6.8 **May Not Resign** – A Registrant may not resign from the Association if the Registrant is subject to disciplinary investigation or action.

6.9 **Status** – A Registrant ceases to be a Registrant or may have their eligibility to participate in the activities of the Association restricted if:

a) The Registrant fails to maintain any of the qualifications or conditions of being a Registrant as described in these By-Laws and any applicable policy;

b) The Registrant resigns from the Association by giving written notice to the Association in which case the resignation becomes effective on the date

specified in the resignation. The Registrant will be responsible for all fees payable until the actual withdrawal becomes effective;

c) The Registrant fails to pay fees owed to the Association by the deadline dates prescribed in Section 6.4;

d) The Registrant fails to comply with Association's registration policies or applicable policies and is disciplined, suspended or expelled, resigns, or has other restrictions or sanctions imposed in accordance with the Association's policies and regulations;

e) The Registrant's term of registration expires; or

f) The Association is liquidated.

ARTICLE 7: FINANCE AND MANAGEMENT

7.1 **Fiscal Year** -The fiscal year of the Association will be April 1st – March 31st, or such other period as the Board may from time to time determine.

7.2 **Bank** - The banking business of the Association will be conducted at such financial institution as the Board may designate.

7.3 **Auditors** - At each Annual General Meeting the Members will appoint an auditor to audit the books, accounts, and records of the Association. The auditor will hold office until the next Annual Meeting. The audited financial statement shall be filed in accordance with the requirements of the Act.

7.4 **Books and Records** - The necessary books and records of the Association required by these Bylaws or by applicable law will be necessarily and properly kept. The Books and records of the Association are open for inspection by the members at the head office of the Association upon 48 hours notice during the Association's business hours.

7.5 **Signing Authority** - Signing authority to bind the Association will include any two of the following: the President, the Vice-President, Secretary/Treasurer/Membership Officer. The Board of Directors may authorize other persons to sign on behalf of the Corporation.

7.6 **Property** - The Association may acquire, lease, sell, or otherwise dispose of securities, lands, buildings, or other property, or any right or interest therein, for such consideration and upon such terms and conditions as the Board may determine.

7.7 **Borrowing** - The Association may borrow funds upon such terms and conditions as defined in these Bylaws.

ARTICLE 8: AMENDMENT OF BYLAWS

8.1 **Constitution** - The Constitution may only be amended, revised, repealed or added to by Extraordinary Resolution of the Members at a meeting of the Members.

8.2 **Bylaws** - These By-laws may only be amended, revised, repealed or added to by Ordinary Resolution of the Members at an Annual General Meeting, or by Extraordinary Resolution of the Members at any other meeting of the Members.

8.3 **Effective Date** - Amendments are effective from the date they are registered with the Registrar of Societies.

8.4 **Notice in Writing** - Notice in writing is to be delivered to Members twenty-one (21) days or more prior to meeting at which it is to be considered at a Special or General Meeting.

ARTICLE 9: NOTICE

9.1 **Written Notice** - In these Bylaws, written notice will mean notice which is hand-delivered or provided by mail, fax, electronic mail courier, or other similar technologies so used in the future to the address of record of the Association, Director, or Member, as the case may be

9.2 **Date of Notice** - Date of notice will be the date on which receipt of the notice is confirmed, verbally where the notice is hand-delivered, electronically where the notice is faxed or e-mailed, or in writing where the notice is couriered, or in the case of notice that is provided by mail, five days after the post mark date of the mail.

9.3 **Error in Notice** - The accidental omission to give notice of a Meeting of the Directors or the Members, the failure of any Director or Member to receive notice, or an error in any notice which does not affect its substance will not invalidate any action taken at the Meeting.

ARTICLE 10: DISSOLUTION

10.1 **Dissolution** - The Association may be dissolved by Extraordinary Resolution of the Members and any assets, after all liabilities are paid, will be distributed to another charitable organization with the same or similar objects as the Association.

ARTICLE 11: INDEMNIFICATION

11.1 **Will Indemnify** - The Association will indemnify and hold harmless out of the funds of the Association each Director and Officer, their heirs, executors and administrators from and against all claims, demands, actions or costs which

may arise or be incurred as a result of occupying the position or performing the duties of a Director or Officer.

11.2 **Will Not Indemnify** - The Association will not indemnify a Director or Officer or any other person for acts of fraud, dishonesty, or bad faith.

11.3 **Insurance** -The Association will, at all times, maintain in force such directors and officers' liability insurance as may be approved by the Board of Directors.

ARTICLE 12 ADOPTION OF THESE BYLAWS

12.1 **Ratification** - These Bylaws are ratified by the Members of the Association present and entitled to vote at a Meeting of Members duly called and held on **[February 16, 2026].**

12.2 **Repeal of Prior Bylaws** - In ratifying these Bylaws, the Members of the Association repeal all prior Bylaws of the Association provided that such repeal does not impair the validity of any action done pursuant to the repealed Bylaws.