

By-Laws of the River Forest Platform Tennis Association
Fall 2021

ARTICLE I
Name and Object

Section 1. The name of this association shall be "River Forest Platform Tennis Association." Its purpose shall be to nurture, support, and grow the sport of platform tennis for players of all ages, skill levels, and genders in River Forest and surrounding communities.

ARTICLE II
Associates

Section 1. The associates of the Association shall be two classes: (1) Class One associates consist of individuals ages 21 and older who are Adult Platform Tennis Passholders registered with the River Forest Park District to participate in platform tennis for the current Platform Tennis season. (2) Class Two associates consist of all others.

Section 2. Class One associates have voting rights. Class Two associates do not have voting rights.

Section 3. To apply as an associate of the Association, a person must fill out an "Associate Profile Form".

Article III
Board of Directors

Section 1. The affairs of the Association shall be managed by or under the direction of its Board of Directors, with members referred to as Directors and the group of Directors hereby known as the Board. The Board shall have control and management of the affairs and funds of the Association. It shall be the duty of the Board to carry out the objectives of the Association, and to that end it may exercise all the powers of the Association, subject to the by-laws. The Board has the responsibility of learning and understanding the needs of the platform tennis community when making decisions on behalf of the Association and its associates.

Section 2. The number of Directors shall be between 4 and 12. Each Director shall hold office for a period of one year or until their successors are elected and qualified.

Section 3. No Director may be removed from his or her position except by voluntary resignation, for willful and wanton misconduct, or for criminal conduct.

Section 4. The Board shall have regular meetings at such regular times as the Board may fix by resolution, and no notice thereof shall be required. Special meetings may be called by the President or a simple majority of the Directors, by giving electronic, telephone, or oral personal notice twenty-four hours in advance of such special meeting.

Section 5. A simple majority of Directors shall constitute a quorum for the transaction of business by the Board, except where otherwise provided in the by-laws.

Section 6. Any vacancy occurring in the Board may be filled by the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his or her predecessor in office.

Section 7. Directors shall serve without compensation but may be reimbursed for actual expenses incurred in the performance of their duties.

ARTICLE IV Officers

Section 1. The Officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, and who shall be elected in the manner hereafter provided. All Officers must also be Directors.

Section 2. The Officers shall hold their positions for one year from their election and until their successors are elected and qualified.

Section 3. A vacancy in any office shall be filled by the Board until the next annual meeting, and if for any reason there be less than four Directors in office at any time, then those Directors in office may fill such vacancy or vacancies.

ARTICLE V Duties of Officers

Section 1. The President shall preside at all meetings of the Association and of the Board ; shall be the Chief Executive Officer of the Association; and shall see that its by-laws and rules are enforced. The President shall, by and with approval of the Board , make and execute all contracts for and on behalf of the Association.

Section 2. In the absence of the President, the powers and duties of that office shall devolve on the Vice-President, and in the latter's absence upon the Secretary.

Section 3. The Secretary shall keep a record of the proceedings of the Association and of the Board , issue notice of all meetings of the Association and of the Board , conduct the correspondence, and have the custody of and affix the seal. The principal address for the Association and corporate records is 1027 Keystone Avenue, River Forest, IL 60305.

Section 4. The Treasurer shall receive the monies handled by the Association and, upon the order or approval of the Board, shall disperse the same; keep the books and accounts of the Association; make a report to each regular meeting of the Board, and place the Association funds in such banking institutions as the Board shall from time to time designate.

ARTICLE VI Associates Meetings

Section 1. The annual meeting of the Association shall be held each year on a day in April selected by the Board , and at such place and time as the Board designates. At least ten days prior written or electronic notice of the time and place of holding said meeting shall be given to all associates.

Section 2. A special meeting may be requested when at least 20% of Class One associates file a petition with the Secretary. The Board will meet separately to review the business and determine appropriate action.

ARTICLE VII Elections

Section 1. The annual election of the Directors and Officers shall take place at the annual associates meeting.

Section 2. For election of Directors and Officers, all voting shall be done by ballot. All nominations must be done via a slate, including recommended Directors and Officers. All Officers must also be Directors.

Section 3. Directors and Officers must be Class One associates to be considered for and to retain a position on the Board, with Class One defined in ARTICLE II, Section 1.

Section 4. A recommended slate for Directors and Officers to be nominated at the annual meeting shall be made by a standing Nominating Committee.

Section 5. Fifteen days before the annual meeting, the Nominating Committee shall send to the Secretary its nomination of a candidate for each office for which there is to be an election. With the call or electronic notification for the annual meeting, the Secretary shall provide written or electronic notification to each Class One associate the nominations so made, which shall be known as the Recommended Slate.

Section 6. Other nominations of candidates may be made for all Director and Officer positions for the upcoming election, to be known as an Associate Slate, by ten (10) Class One associates signing a written nomination of such candidates and delivering it to the Secretary no later than six days before the annual meeting. To be considered valid, the submitted Associate Slate must contain (1) Class One associate nominations for all Officer positions and all Director positions, and (2) the original signature of all Director and Officer nominees identified on the Associate Slate. It is the Secretary's responsibility to see that, not less than four days before the annual meeting, each Class One associate has access to the electronic Associate Slate(s).

ARTICLE VIII Committees

Section 1. The Board shall have power to establish whatever standing and special committees may, in its judgment, be necessary for the conduct and care of the Association's affairs. The Committee Chairs may recruit their committee members and the Board may add members to the committees as deemed appropriate. The President shall appoint the Committee Chairs.

ARTICLE IX Notice

Section 1. Notice required or permitted by these by-laws, in addition to any other method in the by-laws provided and unless otherwise expressly provided, may be given either personally, in writing, or by electronic means.

ARTICLE X Amendments

Section 1. By-law amendments may be proposed by the Board to the Class One associates through electronic means. Proposed by-law amendments will be adopted within ten (10) days of notification and/or posting unless the majority of Class One associates provide written or electronic objections to the Secretary.

ARTICLE XI Indemnification of Officers

Section 1. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was an Officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. The Association may indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed satisfaction or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was an Officer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, provided that no indemnification shall be made in respect to any claim issue or matters to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses, which the court shall deem proper.

Section 3. To the extent that an Officer of the Association has been successful on the merits of or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees actually and reasonably incurred in connection therewith).

Section 4. Any indemnification under Section 1 and 2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 or 2. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Officers who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested Officers so directs, by independent legal counsel in a written opinion, or (c) by the members entitled to vote.

Section 5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any contract, agreement, vote of members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be an Officer and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. In addition to any rights to indemnification hereunder, the Association shall advance reasonable costs of investigation and defense, including attorney's fees, incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, described in the article (hereafter legal costs) to any person to whom indemnification may be paid under this Article, subject to the following conditions:

A. No advance of legal costs under this section shall be required or permitted unless it has been determined that the facts then known do not preclude the person from indemnification under this Article. Such a determination shall be made either (1) by a majority vote of a quorum of the Board consisting of Directors who are not parties to the proceeding, or (2) if such a quorum cannot be obtained, by independent legal counsel in a written opinion. After such determination has been made, the Directors who are not parties to the proceeding, or if there are none, the entire Board, with the advice of independent counsel, shall have discretion about the time, manner and amounts advanced hereunder, including such limitations on the rate of payment or the total amount to be advanced and the security for repayment of such advances, as they deem appropriate.

B. No advance authorized hereunder shall be made on behalf of any person until the Association has received from such a person a written undertaking to repay such advances unless it is ultimately determined that such person is entitled to be indemnified under this Article.

C. No advance hereunder shall be made to any person who is either entitled to legal representation or payment in advance of the costs of such representation under any insurance policy purchased by the Association.

Section 7. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.