



HARLEY OWNERS GROUP®
H.O.G.® FUELS DREAMS OF PERSONAL FREEDOM

H.O.G.® CHAPTER CHARTER

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HARLEY OWNERS GROUP®

RESPONSIBILITY STATEMENT

The *Annual Charter for H.O.G.® Chapters* is the document that defines the relationships between the local Chapter, the sponsoring Retailer and H.O.G.® The articles in the Charter are binding; you can count on the Charter as “the final word” in any question you might have. It is the responsibility of sponsoring Retailers to ensure that their Chapter meets the requirements set by H.O.G.® in the Charter. The director and other officers shall uphold the *Annual Charter for H.O.G.® Chapters* in all Chapter business and activities.



ANNUAL CHARTER FOR H.O.G.[®] CHAPTERS

PREAMBLE

The Harley Owners Group[®] (H.O.G.[®]) is an organization founded and sponsored by Harley-Davidson Motor Company. The Group was established to offer motorcycling benefits and services to Harley-Davidson[®] enthusiasts throughout the world, and to develop a close relationship between the Harley-Davidson[®] rider, the Harley-Davidson[®] Retail Store, and Harley-Davidson Motor Company.

The opportunity for a authorized Harley-Davidson[®] Retail Store to start an independent Chapter affiliated with the Harley Owners Group[®] is offered to bring members together for the common interest of promoting motorcycling activities. As a benefit of membership, a H.O.G.[®] member may join any chartered H.O.G.[®] Chapter. The intent of the Chapter is to "Ride and Have Fun" with like-minded individuals who have a passion for riding Harley-Davidson[®] motorcycles and the Harley-Davidson[®] brand. The Chapter shall be a family-oriented, non-political and non-religious organization.

ARTICLE I - PURPOSE

1. The purpose of the local Chapter shall be to promote responsible Harley-Davidson[®] motorcycling activities for Harley Owners Group[®] members by conducting Chapter activities and encouraging participation in other H.O.G.[®] events.
2. Chapter activities and operations shall be conducted in a manner consistent with a family-oriented, non-political, non-religious philosophy.
3. The Chapter exists to develop a closer relationship between the Harley-Davidson[®] rider and the authorized Harley-Davidson[®] Retail Store.

ANNUAL CHARTER FOR H.O.G.[®] CHAPTERS

ARTICLE II - SPONSORSHIP

1. Each Chapter must be sponsored by an authorized Harley-Davidson[®] Retail Store. The decision to sponsor a Chapter shall be undertaken solely at the Retailer's discretion.
2. An authorized Harley-Davidson[®] Retail Store may sponsor only one H.O.G.[®] Chapter, unless there is a valid reason to justify additional Chapter(s) per the *H.O.G.[®] Multiple Chapter Guidelines*.
3. The sponsoring Retail Store shall have absolute authority to require that the sponsored Chapter(s) conducts its operations and activities in accordance with the vision or standards of the sponsoring Retail Store. The sponsoring Retail Store shall require the Chapter to operate and conduct activities in accordance with this Charter.
4. The sponsoring Retail Store shall have authority over any and all matters pertaining to Chapter membership.
5. The sponsoring Retail Store shall have authority over, and approval rights regarding the content of all Chapter communications.
6. The sponsoring Retail Store may establish Chapter dues, which shall be used solely to pay or defray the cost of Chapter administration.
7. The Retailer may terminate sponsorship of their Chapter at any time, at which point the Chapter's H.O.G.[®] affiliation shall cease and desist.
8. **Rescission and Termination of Sponsorship:** In the event a sponsoring Retailer decides to terminate or rescind sponsorship of a Chartered Chapter:
 - A. The sponsoring Retailer shall inform H.O.G.[®] of the sponsoring Retailer's intent to cancel or terminate sponsorship fifteen days prior to providing the Chapter with written notice of termination or rescission of sponsorship.
 - B. The sponsoring Retailer shall provide the Chapter with written notice that sponsorship is terminated or rescinded. The notice shall be effective fifteen days subsequent to date of delivery of the notice. A copy of the sponsoring Retailer's written notice to the Chapter membership shall be sent to H.O.G.[®]
 - C. After a Retail Store terminates their Chapter, a proposal to sponsor a new Chapter shall not be considered for a minimum period of twelve months from the date of termination.

ANNUAL CHARTER FOR H.O.G.[®] CHAPTERS

ARTICLE III - APPLICATION AND TERM OF RELATIONSHIP

Chapter affiliation with H.O.G.[®] shall be for a one year term and shall be subject to annual application and acceptance by Harley-Davidson. Chapter renewal applications must be received no later than December 31 of each year.

ARTICLE IV - NAME AND AFFILIATION

1. The Harley Owners Group[®], a business unit of Harley-Davidson Motor Company, is the chartering body for all H.O.G.[®] Chapters. Each Chapter affiliated with the Harley Owners Group[®] shall be a separate and independent organization / group of individuals providing services to its Chapter members on a "non-profit / not-for-profit" basis.
2. Each affiliated Chapter must adhere to this Charter.
3. Affiliated Chapters' names shall be approved by H.O.G.[®] and Harley-Davidson and must include the word "Chapter." Chapter names may not include the trademarks of H.O.G.[®] or Harley-Davidson[®]. Only approved H.O.G.[®] Chapters have the designation of "Chapter" in their name. Chapter names remain under the ownership of H.O.G.[®] and Harley-Davidson may be used only for authorized H.O.G.[®] Chapters and shall not be used in any other consideration.
4. Should H.O.G.[®] determine, in its sole discretion, that a Chapter is not adhering to this Charter, H.O.G.[®] may terminate the Chapter as a H.O.G.[®] affiliated organization.

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ARTICLE V - OFFICERS

1. Affiliated Chapters shall have the following primary officers: Sponsoring Retailer, Chapter Manager, Director, Assistant Director, Treasurer and Secretary.
2. The Chapter Manager must be a Retail Store employee designated by the sponsoring Retailer.
3. The sponsoring Retailer, Retail staff, Chapter Manager or Chapter member may hold any, or all, primary officer positions.
4. The sponsoring Retailer / Chapter Manager may determine how Chapter officers are selected and terms of service.
5. The sponsoring Retailer / Chapter Manager may remove any officer from office at the Retailer's sole discretion.
6. The sponsoring Retailer / Chapter Manager has the authority to require the Chapter to perform to the sponsoring Retailer's standards or vision.
7. The duties and responsibilities of the required Chapter officers shall be as follows:
 - A. **Director:** shall uphold this Charter, conduct Chapter meetings and coordinate Chapter officer responsibilities.
 - B. **Assistant Director:** shall be responsible for promoting membership, membership orientation, membership retention, and keeping the Chapter members informed of H.O.G.[®] programs.
 - C. **Treasurer:** shall be responsible for collecting and disbursing Chapter funds, reporting financial transactions to sponsoring Retailer / Chapter Manager on a monthly basis, compliance with all revenue recording and reporting requirements.
 - D. **Secretary:** shall be responsible for administering and maintaining meeting minutes, annual reports, membership reports on HOG.com, insurance and legal documentation, event releases, and enrollment releases. These permanent records shall be kept at the sponsoring Retail Store.
8. Discretionary Officers: These officer positions are optional and at the discretion of the sponsoring Retail Store. The duties and responsibilities of the discretionary Chapter officers may include the following.
 - A. **Activities Officer:** assisting in planning and administering Chapter events.
 - B. **Ladies of Harley™ Officer:** encouraging women members to take an active part in Chapter activities.
 - C. **Road Captain:** assisting in the planning of routes for Chapter rides.
 - D. **Editor:** assembling and organizing all forms of Chapter communications. Ensures all forms of Chapter communications are approved by the sponsoring Retailer / Chapter Manager before publication or distribution.
 - E. **Safety Officer:** providing Chapter members with information relating to the availability of rider training.
 - F. **Photographer:** obtaining and organizing Chapter images for use in Chapter communications and Chapter history.
 - G. **Historian:** preparing and maintaining an account of the history of the Chapter.
 - H. **Membership Officer:** assisting the Chapter secretary in the Chapter membership duties.
 - I. **Webmaster:** assembling and organizing material for the Chapter web site, social media sites (if applicable), and obtaining approval from the sponsoring Retailer / Chapter Manager before publication. Chapter web site and social media sites must comply with the *H.O.G.[®] Chapter Internet Guidelines*.

ANNUAL CHARTER FOR H.O.G.[®] CHAPTERS

ARTICLE VI - MEMBERSHIP

1. As a benefit of being a H.O.G.[®] member, a H.O.G.[®] member may join any chartered H.O.G.[®] Chapter. An expired membership in H.O.G.[®] automatically terminates local Chapter membership. It shall be the responsibility of each local Chapter to ensure that Chapter members are current H.O.G.[®] members and to maintain on file in the Chapter records a signed copy of the annual *Chapter Membership Enrollment Form and Release* of each Chapter member. It shall be the responsibility of any person applying for, or renewing, membership in a local Chapter to provide proof of his or her H.O.G.[®] membership as a condition of eligibility for membership.
2. The sponsoring Retailer / Chapter Manager may terminate a person's membership in the Chapter if the sponsoring Retailer, at their sole discretion, determines that a member's conduct is undesirable or contrary to the sponsoring Retailer's standards or vision.
3. In order to revoke a membership in the Chapter, the sponsoring Retailer / Chapter Manager must do the following:
 - A. Notify the member in writing of the termination of his / her Chapter membership.
 - B. Refund the member's Chapter dues for the year.
 - C. Send a copy of the termination letter to H.O.G.[®]
4. Chapter membership is a single level membership. There are no life or associate Chapter memberships. All Chapter members are entitled to all Chapter membership benefits.

ARTICLE VII - DUES / CHAPTER FUNDS

1. Chapters are to be not-for-profit / non-profit organizations / groups of individuals. The sponsoring Retailer / Chapter Manager may, in the sponsoring Retailer's sole discretion, establish Chapter dues to be utilized solely to pay or defray the cost of Chapter administration.
2. Chapters may conduct legitimate and legal fundraising activities to assist in paying or defraying chapter operating expenses. All fundraising activity shall be subject to approval by the sponsoring Retailer / Chapter Manager.
3. The Chapter cannot pay Chapter members for their volunteer work.

ANNUAL CHARTER FOR H.O.G.[®] CHAPTERS

ARTICLE VIII - ACTIVITIES

Chapter events and activities are the sole responsibility of the local Chapter and sponsoring Retail Store. All Chapter activities shall have the sponsoring Retailer / Chapter Manager approval. These events and activities may include any family-oriented, safe and legal activities that promote a positive image of the Harley-Davidson[®] lifestyle and that appeal to the Chapter membership.

- A. Chapters must hold a minimum of four closed riding events per year.
- B. Closed events are Chapter events which are open to Chapter members and one guest per member.
- C. Member events are events that are open only to H.O.G.[®] members.
- D. Open events are events open to everyone.

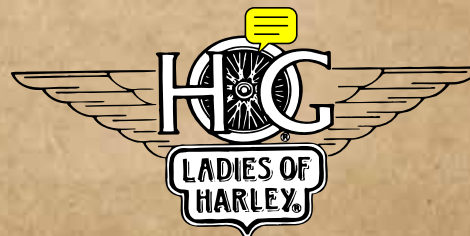
ARTICLE IX - CHAPTER COMMUNICATIONS

All material published by the Chapter must include the official Chapter name and number. All Chapter communications must be approved by the sponsoring Retailer / Chapter Manager. Chapter must maintain a file at the sponsoring Retail Store of all Chapter communication for a rolling period of 12 months. Chapter must distribute a minimum of four communications per calendar year to maintain H.O.G.[®] affiliation. Chapter communications must include information on member activities. Activities listed in the communications must indicate whether it is an open event, member event, or closed event.

ANNUAL CHARTER FOR H.O.G.[®] CHAPTERS

ARTICLE X - TRADEMARK LICENCE

1. The trademarks H.O.G.[®], HOG, HARLEY OWNERS GROUP[®], L.O.H.[™], LADIES OF HARLEY[™] and the following H.O.G.[®] logos (the "H.O.G.[®] Trademarks") are among the many trademarks of H-D U.S.A., LLC. These H.O.G.[®] Trademarks may not be altered in any way and cannot be used in combination with any other words or graphics. Chapters are not licensed to use Harley-Davidson[®] specific marks.
2. Trademarks are for use on Chapter communications, Web, and signage.



3. The issuance or renewal of this *Annual Charter for H.O.G.[®] Chapters* shall constitute a limited licence to use the H.O.G.[®] Trademarks, not H-D[®] marks, for the term of this *Annual Charter for H.O.G.[®] Chapters*.
4. The Chartered H.O.G.[®] Chapter's licence to use the H.O.G.[®] Trademarks is limited to use in conjunction with the official Chapter name and use in conjunction with material relating to Chapter activities.
5. Other additional logos/artwork, including Heritage versions, will be offered/available through official licensees. Go to HOG.com/shop for options.

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ARTICLE X - TRADEMARK LICENCE *(cont'd)*

6. Trademarked H.O.G.[®] logos shall be displayed only with the official Chapter name, which official Chapter name shall be displayed above the H.O.G.[®] eagle logo and within the official H.O.G.[®] Chapter chevron as depicted below.



7. Chapters must obtain approval from H.O.G.[®] before using H.O.G.[®] Trademarks on any material other than Chapter publications/communications. T-shirts, pins and all other items using H.O.G.[®] Trademarks shall only be produced by authorized licensees of Harley-Davidson Motor Company and shall be subject to prior approval by H.O.G.[®]
8. Chapter use of the H.O.G.[®] Trademarks may continue only so long as this Annual Charter is in effect between H.O.G.[®] and the sponsoring Retail Store and the chartered Chapter operates in accordance with this Annual Charter. H.O.G.[®] may, at its sole discretion, terminate the Chapter's limited licence to use the H.O.G.[®] Trademarks at any time upon thirty (30) days' notice in writing, and the Chapter will immediately be required to cease and desist all use of the marks when the notice becomes effective.
9. The Chapter shall provide such assistance as may reasonably be requested by Harley-Davidson Motor Company to protect the H.O.G.[®] Trademarks in the locality of the Chapter's operations.

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ARTICLE XI - CHAPTER POLICIES / BY-LAWS

1. This Charter shall be adopted and serve as policy for H.O.G.[®] Chapters and must be available to all Chapter members.
2. Instituting by-laws or other additional regulations by a Chapter is discouraged.
3. Chapter by-laws, if needed as Chapter policies, may not replace, supersede or conflict with this Charter, or the sponsoring Retailer's standards or vision. The sponsoring Retail Store and H.O.G.[®] must approve Chapter by-laws before publication or implementation. A copy of the approved Chapter by-laws shall be furnished to the sponsoring Retail Store and H.O.G.[®] office and shall be available to all Chapter members.

ARTICLE XII - AMENDMENTS

H.O.G.[®] may amend this Charter at any time at its sole discretion based upon our review of Chapter developments and needs or because of conflicts with governing laws.

ARTICLE XIII - DISBURSEMENT OF FUNDS

In the event of dissolution or final liquidation of the Chapter, all of the remaining funds and property of the Chapter shall, after paying or making provision for the payment of all of the liabilities and obligations of the Chapter and for necessary expenses thereof, be distributed to such organization(s) as are organized and operated exclusively for charitable purposes and that legally qualify as an exempt organization(s). In no event shall any of such assets or property be distributed to any Chapter officer, member, private individual, or for-profit business.

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ARTICLE XIV - DISCLAIMER

While the Chapter may be affiliated with H.O.G.[®], it remains a separate, independent entity / group of individuals responsible for its actions. All Harley Owners Group[®] members and their guest(s) participate voluntarily and at their own risk in H.O.G.[®] and H.O.G.[®] Chapter activities. The sponsoring Retailer, sponsoring Retail Store, H.O.G.[®] and Harley-Davidson Motor Company, its subsidiaries and distributors and local Chapter officers are and shall be released and held harmless by the member / guest for any injury or loss to the member / guest or to his or her property which may result from participation in H.O.G.[®] and H.O.G.[®] Chapter activities. This means that each and every member of the local Chapter and their guest(s) have no ground for legal action against the sponsoring Retail Store, H.O.G.[®], Harley-Davidson Motor Company, its distributors and its subsidiaries, the local Chapters and their respective agents and employees for any injury resulting to them or their property.

ARTICLE XV - APPLICABLE LAWS

If any part of this Charter should be invalid for any reason whatsoever under any applicable laws having jurisdiction over the subject matter of this Charter, then that part shall be considered deleted from this Charter and the rest of this Charter shall remain valid and in full force and effect.