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**THE OFFICIAL RIDING CLUB OF HARLEY-DAVIDSON®**

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# HARLEY OWNERS GROUP®

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## HARLEY OWNERS GROUP®

### RESPONSIBILITY STATEMENT

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

## H.O.G.® CHAPTER CHARTER

### 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® Dealership, and Harley-Davidson Motor Company®.



The opportunity for an authorized Harley-Davidson® Dealership 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® Dealership.

## **ARTICLE II – SPONSORSHIP**

1. Each chapter must be sponsored by an authorized Harley-Davidson® Dealership. The decision to sponsor a chapter shall be undertaken solely at the Dealer’s discretion.
2. H.O.G.® chapters are part of the sponsoring dealership’s business.
3. An authorized Harley-Davidson® Dealership 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.
4. The sponsoring Dealership 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 Dealership. The sponsoring Dealership shall require the chapter to operate and conduct activities in accordance with this Charter.
5. The sponsoring Dealership shall have authority over any and all matters pertaining to chapter membership.
6. The sponsoring Dealership shall have authority over, and approval rights regarding the content of all chapter communications.



## ARTICLE II – SPONSORSHIP (cont.)

7. The sponsoring Dealership may establish chapter dues, which shall be used solely to pay or defray the cost of chapter administration.
8. The Dealer may terminate sponsorship of their chapter at any time, at which point the chapter's H.O.G.® affiliation shall cease and desist.
9. **Rescission and Termination of Sponsorship:** In the event a sponsoring Dealer decides to terminate or rescind sponsorship of a Chartered chapter:
  - A. The sponsoring Dealer shall inform H.O.G.® of the sponsoring Dealer'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 Dealer 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 Dealer's written notice to the chapter membership shall be sent to H.O.G.®
  - C. After a Dealership 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.

## ARTICLE III – APPLICATION AND TERM OF RELATIONSHIP

Chapter affiliation with H.O.G.® is based on a co-signed agreement between the sponsoring Dealer and Harley-Davidson® Motor Company.

## 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.



## ARTICLE IV – NAME AND AFFILIATION (cont.)

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.

## ARTICLE V – OFFICERS

1. Affiliated chapters shall have the following primary officers: Sponsoring Dealer, H.O.G.® Manager, Director, Assistant Director, Treasurer and Secretary.
2. The H.O.G.® Manager must be a Dealership employee designated by the sponsoring Dealer.
3. The sponsoring Dealer, Dealership staff, or H.O.G.® Manager may hold any, or all, primary officer positions.
4. The sponsoring Dealer/H.O.G.® Manager may determine how chapter officers are selected and terms of service.
5. The sponsoring Dealer/H.O.G.® Manager may remove any officer from office at the Dealer sole discretion.
6. The sponsoring Dealer/H.O.G.® Manager has the authority to require the chapter to perform to the sponsoring Dealer'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 Dealer/H.O.G.® 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 Dealership.



## ARTICLE V – OFFICERS (cont.)

8. **Discretionary Officers:** These officer positions are optional and at the discretion of the sponsoring Dealership. 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 Dealer/H.O.G.® 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 Dealer/H.O.G.® Manager before publication. chapter web site and social media sites must comply with the H.O.G.® Chapter Internet Guidelines.

## 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 Dealer or H.O.G.® Manager may terminate a person's membership in the chapter if the sponsoring Dealer, at their sole discretion, determines that a member's conduct is undesirable or contrary to the sponsoring Dealer's standards or vision.
3. In order to revoke a membership in the chapter, the sponsoring Dealer or H.O.G.® 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.
5. A sponsoring dealer may refuse a chapter membership application.

## **ARTICLE VII – DUES/CHAPTER FUNDS**

1. A sponsoring dealer may refuse a chapter membership application.
2. Chapters are to be not-for-profit/non-profit organizations/groups of individuals. They are not intended to be charities. The sponsoring Dealer/H.O.G.® Manager may, in the sponsoring Dealer's sole discretion, establish chapter dues to be utilized solely to pay or defray the cost of chapter administration.
3. 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 Dealer/H.O.G.® Manager.
4. The chapter cannot pay chapter members for their volunteer work.



## **ARTICLE VIII – RIDES & ACTIVITIES**

Chapter events and activities are the sole responsibility of the local chapter and sponsoring Dealership. All chapter activities shall have the sponsoring Dealer/H.O.G.® 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. Open events are events open to everyone.
- D. Any event contracts should be read and approved by the sponsoring Dealer and/or the chapter's H.O.G.® Manager prior to being signed by an officer.

## **ARTICLE IX – CHAPTER COMMUNICATIONS**

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



## ARTICLE X – TRADEMARK LICENSE

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 of the H.O.G.® Chapters Charter shall constitute a limited license to use the H.O.G.® trademarks, not H-D® marks, for the duration of the agreement with the sponsoring Dealer.
4. The Chartered H.O.G.® chapter’s license 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](http://hog.com/shop) for options.



## ARTICLE X – TRADEMARK LICENSE (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 H.O.G.® Charter is in effect between H.O.G.® and the sponsoring Dealership and the chartered chapter operates in accordance with this H.O.G.® Charter. H.O.G.® may, at its sole discretion, terminate the chapter's limited license 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.



## **ARTICLE XI – CHAPTER POLICIES/BY-LAWS**

1. This Charter shall be adopted and serve as policy and by laws for H.O.G.® chapters and must be available to all chapter members.
2. Instituting additional by-laws or other 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 Dealer's standards or vision. The sponsoring Dealership 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 Dealership 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.



## **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 Dealer, sponsoring Dealership, 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 Dealership, 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.

