

H.O.G. CHAPTER CHARTER

TABLE OF CONTENTS

Harley Owners Group® Responsibility statement 3

H.O.G.® Chapter Charter Preamble 3

Purpose 4

Sponsorship 4

Application and term of relationship 5

Name and affiliation 5

Officers 6

Membership 7

Dues/chapter funds 8

Rides and activities 8

Chapter communications 8

Trademark licence 9

Chapter policies/by-laws 10

Amendments 11

Disbursement of funds 11

Disclaimer 11

Applicable laws 11



HARLEY OWNERS GROUP

RESPONSIBILITY STATEMENT

The *H.O.G.® Chapter Charter* is the document that defines the relationships between the local Chapter, the sponsoring dealership 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 dealership 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.

IMPORTANT RIDING GROUP INFORMATION

The Harley Owners Group® is a riding group, not a Motorcycle Club (MC). Although H.O.G.® chapters are based in geographic locations, we do not claim territory or designate club houses. Additionally, it is imperative that H.O.G. remains neutral in any MC-related issues. It is also very important that certain types of patches are not worn on chapter member vests. This includes, but is not limited to, the following:

- Rockers, arches or scrolls that conform above or below the Harley Owners Group logo, with the exception of the official chapter chevron.
- Rib or side rockers.
- Diamond-shaped patches, logos or emblems.
- Any patch, logo or emblem that represents a number percentage.
- Any patch, logo or emblem that represents or supports any Motorcycle Club.

Following these basic guidelines will help ensure our place in motorcycle culture and the safety of our members.

H.O.G. CHAPTER CHARTER

PREAMBLE

The Harley Owners Group® (H.O.G.) is an organisation founded and sponsored by the 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 the Harley-Davidson Motor Company.

The opportunity for an authorised 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 organisation.

ARTICLE I – PURPOSE

- 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.
- Chapter activities and operations shall be conducted in a manner consistent with a family-oriented, non-political, non-religious philosophy.
- The Chapter exists to develop a closer relationship between the Harley-Davidson® rider and the authorised Harley-Davidson dealership.

ARTICLE II – SPONSORSHIP

- Each Chapter must be sponsored by an authorised Harley-Davidson® dealership. The decision to sponsor a Chapter shall be undertaken solely at the dealer's discretion.
- H.O.G.® Chapters are part of the sponsoring dealership's business.
- An authorised Harley-Davidson dealership may sponsor only one H.O.G. Chapter, unless there is a valid reason to justify additional Chapters per the H.O.G. Multiple Chapter Guidelines*.
- 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.
- The sponsoring dealership shall have authority over any and all matters pertaining to Chapter membership.
- The sponsoring dealership shall have authority over, and approval rights regarding the content of all Chapter communications.

**H.O.G. Multiple Chapter Guidelines*

Within specific parameters a Dealership may sponsor more than one H.O.G. Chapter. To do so the additional Chapter must be approved by the H.O.G. Manager and District Manager. This team will work with the individual dealership to determine if an additional Chapter is necessary and workable within the dealer territory, and then make a recommendation to H.O.G. Additional Chapters will only be approved for opportunities where the geography of the dealer territory renders it difficult for a sizeable group of riders to participate in the Dealership's existing Chapter or to sponsor a displaced Chapter as a result of a Dealer location closing. In both cases, the additional Chapter must operate within the territory of the sponsoring Dealer. Adding an additional Chapter is not an option to address issues with group dynamics or cliques. Dealers should work with their H.O.G. Manager and field team to ensure H.O.G. Chapter leadership is focused on creating an inviting group focused on the principle of 'Ride and Have Fun'. A H.O.G./Chapter Manager must be identified within the Dealership before an additional Chapter request will be considered.

- The sponsoring dealership may establish Chapter dues, which shall be used solely to pay or defray the cost of Chapter administration.
- 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.
- **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 15 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 15 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 12 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

- The Harley Owners Group®, a business unit of the 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 organisation/group of individuals providing services to its Chapter members on a "non-profit/not-for-profit" basis.
- Each affiliated Chapter must adhere to this charter.
- 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 authorised H.O.G. Chapters and shall not be used in any other consideration.
- 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 organisation.

ARTICLE V – OFFICERS

- Affiliated Chapters shall have the following primary officers: sponsoring dealer, H.O.G.® manager, director, assistant director, treasurer and secretary.
- The H.O.G. manager must be a dealership employee designated by the sponsoring dealer.
- The sponsoring dealer, dealership staff, or H.O.G. manager may hold any, or all, primary officer positions.
- The sponsoring dealer/H.O.G. manager may determine how Chapter officers are selected and terms of service.
- The sponsoring dealer/H.O.G. manager may remove any officer from office at the dealer's sole discretion.
- The sponsoring dealer/H.O.G. manager has the authority to require the Chapter to perform to the sponsoring dealer's standards or vision.

- The duties and responsibilities of the required Chapter officers shall be as follows:

  A. **Director:** shall uphold this charter, conduct Chapter meetings and co-ordinate 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. programmes.

  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.

- **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 organising 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 organising 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 organising material for the Chapter website, social media sites (if applicable), and obtaining approval from the sponsoring dealer/H.O.G. manager before publication. Chapter website and social media sites must comply with the H.O.G. Chapter Internet Guidelines.

ARTICLE VI – MEMBERSHIP

- 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 of 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 Enrolment 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.
- 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.
- 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.
- 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.
- A sponsoring dealer may refuse a Chapter membership application.

ARTICLE VII – DUES/CHAPTER FUNDS

- Chapters are to be not-for-profit/non-profit organisations/groups of individuals. They are not intended to be charities. The sponsoring dealer/H.O.G.® manager may, at the sponsoring dealer's sole discretion, establish Chapter dues to be utilised solely to pay or defray the cost of Chapter administration.
- 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.
- The Chapter cannot pay Chapter members for their volunteer work.
- The Chapter membership fee cannot exceed the current H.O.G. membership fee. It must always be less than or, at most, equal to the latter.

ARTICLE VIII – RIDES AND 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's 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

- All material published by the Chapter must include the official Chapter name and number.
- All Chapter communications must be approved by the sponsoring dealer/H.O.G.® manager.
- Chapters must maintain a file at the sponsoring dealership of all Chapter communication for a rolling period of 12 months.
- Chapters 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 or closed event.

ARTICLE X – TRADEMARK LICENCE

- The trademarks H.O.G.®, HOG®, Harley Owners Group®, LOH™, 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.
- Trademarks are for use on Chapter communications, web and signage.



- The issuance of the *H.O.G. Chapter Charter* shall constitute a limited licence to use the H.O.G. trademarks, not H-D marks, for the duration of the agreement with the sponsoring dealer.
- 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.
- Other additional logos/artwork, including heritage versions, will be offered/available through official licencees. Go to HOG.com/shop for options.

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



- 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 authorised licencees of the Harley-Davidson Motor Company and shall be subject to prior approval by H.O.G.
- 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 licence to use the H.O.G. trademarks at any time upon 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.
- The Chapter shall provide such assistance as may reasonably be requested by the 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

- 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.
- Instituting additional by-laws or other regulations by a Chapter is discouraged.
- 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 organisation(s) as are organised and operated exclusively for charitable purposes and that legally qualify as an exempt organisation(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 guests 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 the 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 guests 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.



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