

# **ROCKY MOUNTAIN GUIDES ASSOCIATION**

A Colorado Non-Profit Corporation

## **POLICIES FOR GOVERNMENT OF THE CORPORATION**

As Adopted, Approved, and Effective  
May 6, 2020

**Rocky Mountain Guides Association**  
A Colorado Nonprofit Corporation

PREAMBLE

The purpose of these Policies for Government of the Corporation is to provide guidance to Members in conducting the business of Rocky Mountain Guides Association. Reference to these Policies should be made in conjunction with the Articles of Incorporation and the Bylaws. These Policies do not replace the Articles of Incorporation and the Bylaws.

**POLICY NUMBER 1: Membership Information**

**A. Dues Proration and Early Bird Policy**

1. The Board of Directors must decide each year the upcoming calendar year dues amount and whether or not there will be an "Early Bird" registration policy, which will specify a discounted membership rate for those joining or renewing membership, due on or before the date specified by the Board of Directors. The Early Bird policy applies to all new and renewing Members, with the exception noted in paragraph A.4., below. This decision must be reached no later than September 30 of the current year. The deadline for renewals is January 31, per Bylaws Section 8.3. Absent a decision by the Board of Directors, the previous year's undiscounted dues rates will apply.

2. All RMGA Members who do not renew membership by January 31 of said Dues Year will be required to pay the full year membership dues, with no discount or proration, if they rejoin later in the year. If a Member fails to renew membership for a calendar year or more and then rejoins, he or she will be treated as a new Member.

3. Upon joining RMGA, a new Member will be required to pay the amount of the annual dues as established for the Dues Year during which he or she joins. Persons joining for the first time shall pay the full amount of the annual dues, if joining prior to July 1 of said year, or one-half of the annual dues amount, if joining after July 1 of said Dues Year.

4. The Board of Directors, at its discretion, may make different or special provision for persons joining RMGA during the last quarter of the calendar year. Specifically, the Board of Directors may offer a new Member first joining during the last quarter of the calendar year the option of (1) joining upon payment of the Member dues for the current year only, as specified in paragraph A.3., above, or (2) making payment of the full amount of the next calendar year's dues and becoming a member for the remainder of the current calendar year and the entire following calendar year. No Early Bird benefit will apply in this circumstance. The decision by the Board of Directors must be reached annually no later than September 30 of the current year. Absent a decision by the Board, only (1), above, will be applicable.

**B. Representation of Business Members**

1. Each Business Member shall be asked to specify on the application form one primary and one alternate person to attend a given meeting on its behalf. The primary and the alternate representative will receive a name badge. The person who attends the meeting or event will sign in and state that he or she is representing the business. Only one person may represent the Business Member at any one time or event.

2. If additional representatives of a business attend a meeting or event, they will sign in and be considered to be potential Members of RMGA, and will receive a temporary Business Member name badge.

**C. Student Membership**

Before acceptance, each Student Member application form will be verified to confirm current student status. The Student membership will remain in place until the end of the current calendar year. The Student Member does not have to pay any dues; however, he or she must pay for the optional name badge, which will also have "Student" imprinted on the badge. Verification of student status is required for each year of Student membership. All Student Members are non-voting Members. When attending RMGA events at which a fee is charged, the Student Member will be charged the Member rate.

#### **D. Attendance and Fees at Regular RMGA Membership Meetings**

1. The Board of Directors retains its authority to establish fees for Association meetings and activities.
2. Potential members may attend up to two RMGA meetings without charge. The potential member's fee for attendance at the third through fifth meeting, without becoming a member, is \$10.00 for each meeting, unless determined otherwise by the Board of Directors. In circumstances where attendance is limited, preference is given to RMGA Members.
3. Only RMGA Members may attend FAMs or seminars. Priority is given to Professional, Associate, Business, and Student Members. Friend and Retired Members may attend the event on a space-available basis. The Board of Directors may make additional determinations for specific occasions, individuals, or groups.
4. A potential member attending an event should be able to qualify to join RMGA.
5. The fees stated in paragraph D.2., above, are meeting fees and are not applied toward RMGA membership dues.

#### **E. Multiple Listings for Members in RMGA Website**

A voting Member may secure an additional listing on the RMGA website, with submission of an additional fee of 50% of the current voting membership annual dues. The Board of Directors must approve each additional listing request. Each additional listing entitles the Member to an additional listing in all membership lists, including the Association website.

#### **F. Membership Badges**

The design, form, and content of all membership badges shall be subject to prior approval by the Board of Directors and shall not be altered in any manner without such prior approval. Each new Member shall be provided with one badge upon joining RMGA. Upon completing and passing the Certification test, a Member will receive a new badge reflecting the Member's certification. Any Member may order a replacement badge from the Membership Chairperson, and must submit payment for the new badge at the time of the request.

#### **POLICY NUMBER 2: Refunds of Payments for RMGA Activities**

When planning, publicizing, and carrying out an RMGA event or activity, the organizing group or committee shall set and prominently publicize a specific date prior to the event or activity after which registration and other fees will not be refunded on request of the party who paid them. This date shall be a sufficient time prior to the event or activity that RMGA will not incur charges or expenses relating to the event if the party does not attend or participate. Any full or partial waiver of this policy shall require prior approval of the Board of Directors.

#### **POLICY NUMBER 3: Use of RMGA Name and Logo**

There shall be no use of the RMGA name, either in full or by initials, or the RMGA logo, without specific prior approval of the design, form, and content of such use by the Board of Directors. This shall apply to badges, patches, embroidery, business cards, and stationery, as well as for any other purpose. It is to be understood that the use of the name, initials, or logo is to be only when the individual using them or any of them is representing RMGA and not in any way for personal use. Officers/Directors and Committee Chairs may use the name, initials, and/or the logo on business cards, but such cards may be used only when the individual is acting in his or her capacity as an Officer/Director or Committee Chair.

#### **POLICY NUMBER 4: Waiver or Release of Liability Requirement**

Each participant, whether a Member of the Corporation, a potential Member, in a FAM trip or other activity of or sponsored by the Corporation, shall be required to sign and provide to the Corporation a Release of Liability using the form supplied by the Corporation. No person will be permitted to participate in the FAM or other activity, or any part or portion thereof, until his or her signed release form is in the possession of the FAM leader. If the participant is a person under the age of 18 years, both of his or her parents or the participant's guardian must also sign the Release. Any modification of the form of Release by the signer shall void the Release.

(SEE General Form of "Waiver or Release of Liability" on page 6.)

**POLICY NUMBER 5: Compensating Members for Working on Activities of the Corporation**

Except in very unusual and extraordinary circumstances, and with prior written approval of the Board of Directors, no Members of the Corporation working on any activity or event of the Corporation, including but not limited to meetings, FAM trips, Newsletters, committee meetings or events, or seminars, shall be compensated or “comp’d” in any manner, nor shall they have any fees or charges for participation in the activity or event waived for or in recognition of their time and efforts.

**POLICY NUMBER 6: Handling of Information Received by the Corporation Concerning Jobs**

Upon the Corporation’s receipt of information concerning a job opportunity, such information shall, at the very earliest possible time, be conveyed by email to all Members at the same time.

**POLICY NUMBER 7: Limitation of Honoraria and Recognition Gifts**

1. In general, it is the policy of RMGA that gifts and honoraria should not be given or contracted for with funds of RMGA.
2. Gifts of thanks and honor to current or former Officers/Directors, Committee Chairpersons, other Members, or other persons who have given significant service or aid and assistance to RMGA shall be limited in value to no more than \$30.00, without specific prior approval of the Board of Directors.

**POLICY NUMBER 8: Action without Meeting**

According to Colorado Revised Statutes, 7-128-202:

(1) Unless otherwise provided in the bylaws, any action required or permitted by articles 121 to 137 of this title to be taken at a board of directors’ meeting may be taken without a meeting if each and every member of the board in writing either:

(a) Votes for such action; or

(b) (I) Votes against such action or abstains from voting; and (II) Waives the right to demand that a meeting be held.

(2) Action is taken under this section only if the affirmative vote for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the directors then in office were present and voted.

(3) No action taken pursuant to this section shall be effective unless writings describing the action taken and otherwise satisfying the requirements of subsection (1) of this section, signed by all directors and not revoked pursuant to subsection (4) of this section, are received by the nonprofit corporation. Unless otherwise provided by the bylaws, any such writing may be received by the nonprofit corporation by electronically transmitted facsimile or other form of wire or wireless communication providing the nonprofit corporation with a complete copy of the document, including a copy of the signature on the document. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the nonprofit corporation unless the writings describing the action taken set forth a different effective date.

(4) Any director who has signed a writing pursuant to this section may revoke such writing by a writing signed and dated by the director describing the action and stating that the director’s prior vote with respect thereto is revoked, if such writing is received by the nonprofit corporation before the last writing necessary to effect the action is received by the nonprofit corporation.

(5) Action taken pursuant to this section has the same effect as action taken at a meeting of directors and may be described as such in any document.

(6) All signed written instruments necessary for any action taken pursuant to this section shall be filed with the minutes of the meetings of the board of directors.

**POLICY NUMBER 9: Books, Records, and Documents Retention**

**A. Minimum Retention Periods for Specific Books, Records, and Documents**

1. The Corporation’s Articles of Incorporation, Bylaws for Government of the Organization, Policies for Government of the Organization, and Board and Committee Guidelines shall be retained in perpetuity.

2. Tax records, including but not limited to IRS Form 990, shall be retained for at least seven (7) years from the date of filing the applicable return.

3. Minutes of the proceedings of Members and the Board of Directors shall be retained in perpetuity.
4. Copies of all press releases and publicly filed documents shall be retained in perpetuity.
5. Legal counsel shall be consulted to determine the retention period of particular documents, but legal documents shall be maintained for a period of seven (7) years. Legal documents include, but are not limited to, liability waivers presented for participation in Familiarization Trips and Seminars.
6. Copies of all marketing materials and publicly distributed documents shall be retained in perpetuity.
7. Official correspondence shall be retained for three (3) years.
8. Accounts payable ledgers and schedules and the annual reports of the Financial Review Committee shall be retained for seven (7) years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) shall be retained for three (3) years.
9. Expired insurance policies, insurance records, accident reports, claims, etc. shall be retained in perpetuity.
10. Issues of the Corporation's newsletter Guide Line and reports of Programs, Familiarization Tours, Seminars, and similar educational activities shall be retained in perpetuity.
11. A record of the names and addresses of Members entitled to vote as of the end of the Dues Year (December 31) shall be retained in perpetuity.

**B. Method of Retention for Books, Records, and Documents**

1. All documents to be retained shall be saved as digital files. The digital files shall be copied to five (5) write-protected compact discs or other electronic storage devices.
2. One (1) write-protected compact disc or storage device shall be held at the Corporation's registered office or principal office in Colorado. One (1) write-protected compact disc or other electronic storage device shall be held, along with the corresponding paper documents, by the Secretary. The remaining three (3) write-protected compact discs or other electronic storage devices shall be held by each the Vice President, the Treasurer, and the Director at Large.
3. By June 30 of each calendar year, the task of collecting, digitizing, and recording documents to be retained and the task of destroying outdated documents shall be completed.
4. The task of collecting, digitizing, and recording documents to be retained shall be completed by the Secretary and the Vice President.



# ROCKY MOUNTAIN

# GUIDES ASSOCIATION

## WAIVER or RELEASE OF LIABILITY

Prior to the start of any Rocky Mountain Guide Association (RMGA) Familiarization (FAM) Tour or other activity each person participating must agree to, sign, and surrender to the FAM Leader (or the FAM Leader's designee) this form of WAIVER or RELEASE OF LIABILITY without modification of the printed terms.

The undersigned has read and understood the schedule of activities (attached hereto) planned for this **(Title)** on **(Date)** and recognizes and accepts any and all risks which may be involved in this **(Activity)** as planned, specifically including, but not limited to, the means of transportation to, from, and during the tour and the walkways around the **(Specific Location)** and getting into and out of buildings, and any modifications which may be required by unanticipated circumstances. The undersigned hereby agrees for and on behalf of himself or herself, his or her dependents, heirs, executors, administrators, and designees to release and hold harmless the Rocky Mountain Guides Association, and any of its officers, members, agents, licensees, or representatives, and any other participants in this said **(Activity)**, from any and all liability for delays, injuries, or death, or for the loss of, or damage to, his or her property, however occurring during any portion of, or in relation to, this said **(Activity)**, including any injury, damage or loss whatsoever arising from the undersigned's participation in this said **(Activity)**.

Participant's Signature	Date	
Participant's Printed Name <small>(Please Print Clearly)</small>	Cell Phone	Other Phone

## EMERGENCY CONTACT INFORMATION

Contact Person's Printed Name <small>(Please Print Clearly)</small>	Relationship		
Cell Phone	Office Phone	Home Phone	Other Phone

**I HAVE READ THE ITINERARY \_\_\_\_\_ (Initial here)**

*A completed and signed copy of this Release must be received by not later than **(Date 7 days in advance of Activity)**, at the following address:*

**(Name of Activity Leader or Activity Leader's designee)**  
**(Mailing Address)**  
**(City, State, ZIP)**

*or at the following email address:*

**(Email address of Activity Leader or Activity Leader designee)**

*or by FAX at the following number:*

**(FAX number of Activity Leader or Activity Leader designee)**