**BYLAWS for FRIENDS OF INFINITY ACRES RANCH, Inc.**

Friends of Infinity Acres Ranch Mission: ***Infinity Acres’ Mission*** *is to provide educational and interactive opportunities to individuals utilizing domestic and exotic animals to encourage physical, emotional and psychological well-being. Infinity Acres Ranch will promote stewardship and social responsibility within our community towards animals and their habitat while placing an emphasis on recycling and conservation using “Green Practices” to preserve our environment for future generations.*

**A. Voting at BOD Meetings**

Action on a matter is approved if the majority of members present cast votes in favor of the action, except that any change to the by-laws requires two-thirds majority present and voting. Each BOD level is entitled to one vote. Voting by proxy or substitution shall not be permitted.

**B. Elections**

Elections will be held annually determined by the BOD. Members wishing to run for office can indicate their interest to BOD or submitting in writing. Voting will be done by ballots or a show of hands. The first vote will be for the officers and the second round will be for any ties. In the case of a tie vote, a runoff vote will be taken immediately by a second round of votes. Any candidate running for, but not winning an office on the first vote, his/her name may be nominated for another position through the election process on the second vote, unless the candidate declines to be considered. Individuals wishing to run for a position on the Board of Directors who is unable to attend the general election may write and sign a letter/note to President asking that their name be considered.Newly elected officers and board members shall assume their duties immediately after the election. All former BOD members are asked to bring all necessary papers and FOIAR equipment with them to the election meeting.

**C. Board of Director (Officers)**

The board of directors will consist of six (6) officers) president, vice president, secretary, treasurer and the Founder and Co-Founder) plus BOD members with a vote each.

**D. Terms of Members of the Board**

The Board of Directors shall be appointed by Founders with a commitment of minimum (1) one year to the Friends of Infinity Acres Ranch with a term limit of 3 years. BOD members may renew their BOD appointment upon request and vote. The current BOD may recruit new members to the BOD with Founder’s approval. The term of office shall begin immediately after the appointment. Each BOD member must complete Enrollment Packet, Volunteer Form and personal Bio, Conflict of Interest Disclosure and Letter of Commitment. BOD members are to be supportive of the FOIAR mission, responsible for contributing to the fiscal sustainability either through contributions or solicitations of financial sponsors and participate in sponsored events. Volunteering on a regular basis is encouraged.

Each following year, BOD Officers will be elected at the 1st Board of the fiscal year meeting, with results being announced at that time and will commence immediately until the successor is elected at the next annual BOD meeting the following year. The BOD members are to serve until their successors can be elected and qualify. The Founder and Co-Founder remain on the BOD and do not rotate off nor do they hold an additional officer position. BOD members may rotate to an Associate BOD position of less commitment upon request.

**E. General Powers – BOD**

The BOD shall oversee and advise the business and goals of the FOIAR. The BOD will provide the Executive Director with compensation for duties at a fair market rate. The BOD will elect any vacancies on the board of directors for the remaining year of the term. The BOD may combine board positions when no one is available to fill all position until someone is appointed or elected. The BOD may appoint an Ethics and Grievance Chairperson from the BOD who will act as mentor and resolve issues between members, BOD and partnership (Infinity Acres Ranch). The Ethics & Grievance Chairperson does not have a vote. The BOD can appoint or have elected directors such as a BOD Director, and/or an Education Director if deemed necessary.

**F. Qualifications of Members of the Board**

Members of the board must be at least 18 years of age. There shall be no limit on the number of terms a member can be reelected to any position.

**G. Duties of the Members of the Board**

Each officer and director shall perform the duties normally associated with that office in addition to those duties assigned by the board of directors from time to time. The Vice President will conduct meetings in the absence of the President. The Vice President shall head any special committee meetings the BOD votes to create.

**H. Minutes and Inventory Records**

The Secretary shall take and maintain the minutes of all meetings and inventory records.

**I. Compensation and Reimbursement**

Board members shall not be paid compensation or receive any benefits for services provided to the FOIAR as board members. However, board members may be reimbursed for pre-authorized expenses incurred by them in the performance of their duties as board members.

Employees may be hired as needed with BOD/ or Founder’s approval with salary or “casual labor” for as needed help.

**J. Meetings of Board of Directors**

**Section 1.** **Regular Meetings** of the Board of Directors shall be held a minimum of six times / year unless the board officers determine that no meeting is necessary**.** Minutes from the board of directors meetings may be published in the FOIAR newsletter/web page, if and when published. Annual schedule will determine the date, time and place of the regular meetings. Board members must attend a minimum of 4 of 6 meetings and one fundraiser/year to remain in good standings on the BOD. Dismissal from the BOD will occur for lack of participation with a BOD vote. BOD resignations must be submitted in writing.

**Section 2. Special Meetings:** Special meetings of the BOD may be called from time to time to address items of a timely or sensitive nature by any member of the board. The person(s) authorized to call special meetings of the board will decide the date, time and place of a special meeting. Notice of each special meeting shall be communicated by telephone or online at least two days in advance of such meeting and shall include the date, time, place and purpose of the meeting. Meetings email, phone, conference call, or Skype is acceptable. Consent submitted by email or telephone/teleconference will be considered signed consent.

**Section 3. Quorum:** A simple majority 2/3 of the total number of directors shall constitute a quorum for the transaction of business at any meeting of the BOD. If less than a quorum is present at a regular or special meeting, a majority of the directors present may adjourn the meeting without further notice.

**Section 4. Voting:** If a quorum exists, an action is approved if the majority of the directors present cast votes in favor of the action.

**Section 5. Informal Action by Board of Directors:** The board of directors may take action without a meeting by using electronic communication/conference call. The action is approved if the majority of the board members provide signed consent to the action and the action is filed with the minutes of the proceedings of the board. Consent submitted by email or telephone will be considered signed consent.

**K. Committees**

**Section 1. Committees:** The board officers may appoint members of the Corporation to serve on other permanent or temporary committees. Permanent committees of this Corporation shall include Tour Guides, Programs, Community Service and Media. Temporary committees (e.g. fundraiser committee) may be formed from time to time, as the board of directors deems necessary.

**Section 2. Event Chairperson(s):** The BOD may select a member of the FOIAR as event chairperson for any major sponsored event. The event chairperson reports to the board of directors and is responsible for planning the event, preparing a budget subject to approval by the board of directors, appointing team leaders, and supervising the overall event from the initial planning stages through the final reports/analyses. All volunteers will attend an orientation before working on the Ranch.

**L. Contracts, Loans, Checks, and Deposits**

**Section 1. Contracts:** The BOD together may enter into any contract or execute and deliver any instrument in the name of and on behalf of the FOIAR. Such authority may be general or confined to specific instances.

**Section 2. Loans:** No loans shall be contracted on behalf of FOIAR without Founders authorization.

**Section 3. Checks and Drafts:** The treasurer, cofounders and/or other authorized board member(s), may sign all checks and drafts issued in the name of the FOIAR. (a) The bank statements shall be mailed to the ranch. (b) The Treasurer and Founders shall maintain all records involving funds. c) A Tax accountant shall file all appropriate taxes in a timely manner.

**Section 4. Deposits:** All funds of the FOIAR shall be deposited in the Corporation's bank account(s). Petty cash of $100 available for incidentals.

**M. General Provisions**

**Section 1. Volunteers:** All volunteers and BOD members will complete a volunteer form and acknowledge the release of liability in accordance to the Virginia Agritourism and Equine Law and the terms of the volunteer release.

Volunteers will be offered opportunities for community service and engagement with ranch and animal activities.

**Section 2. Books and Records:** All BOD members’ attendance will be recorded for all meetings and activities. The Treasurer/Co-Founders shall keep correct and complete books and records of accounts and submit a report at each BOD and BOD meeting and the bank statement will be balanced and be presented at the meeting. Minutes of the proceedings of all meetings will be keptby the Secretary. If used, the BOD Director will maintain BOD list and applications.

**Section 3. Indemnification:** Any person who is an active Board Member of FOIAR shall have a right to be indemnified by FOIAR to the fullest extent permitted by law. The BOD of FOIAR shall take all such action as may be necessary and appropriate to authorize the FOIAR to pay the indemnification required by Agritourism law. The BOD agrees to carry general liability insurance as well as comprehensive insurance coverage for all directors, staff, volunteers, Infinity Acres Ranch Property, and Rick and Laura Steere (property owners). These individuals, property, and business shall be added as “Additional Insured” as an endorsement on the policy provided to FOIAR.

**Section 4. Fiscal Year:** The BOD shall fix the fiscal year of the FOIAR. FOIAR fiscal year will be January through December and may be revised to July1 – June 31 upon Board approval.

**Section 5. Amendments to By-Laws:** These by-laws may be altered, amended or repealed and new by-laws shall be adopted by the BOD. Notice of the terms and proposed change(s) may be announced in the FOIAR web page/newsletter.

**Section 6. Assets and Rental:** Animals, exhibits, pens/cages/fencing etc, vehicles & use, property, structures and improvements are rented to FOIAR by Richard and Laura Steere / Infinity Acres Ranch LLC for $6000/year from 2/2012 to be accrued until 2/2017 (5 years), then increases to $12,000/year with annual adjustments to be reviewed forthwith. Payments shall be accrued until FOIAR is financially solvent to make full or partial payments.

1. FOIAR agrees to a Hold Harmless agreement that Indemnify and hold Infinity Acres LLC/ Friends of Infinity Acres Ranch Inc. and/or Richard and Laura Steere, their successors and/or assigns, staff or Board of Directors harmless from all claims, losses, causes of action or other liabilities, costs and expenses (including reasonable attorneys’ fees) of any nature, whether absolute, accrued, contingent or otherwise arising out of or pertaining to individuals being allowed to volunteer, work, perform community service, participate in activities or attend events for Infinity Acres LLC/ Friends of Infinity Acres Ranch Inc. and/or Richard and Laura Steere, their successors and/or assigns, staff or Board of Directors at 136 Joppa Rd Ridgeway, VA 24148.

# Section 7. Dissolution

Upon a quorum vote by the Board of Directors and only with the approval of the founders, the dissolution process will begin. The BOD must file articles of dissolution with the State Corporation Commission (SCC). The articles of dissolution must contain:

* the name of your nonprofit
* the date dissolution was authorized
* a statement of that fact, the date of the meeting of the board of directors at which the dissolution was authorized, and a statement of the fact that dissolution was authorized by the vote of a majority of the directors in office and approved by the founders.

A form for the articles of dissolution is available for download from the SCC website.FOIAR does not own any tangible assets. Upon dissolution all monies of the FOIAR shall be assigned or liquidated as designated by the board of directors.

The foregoing is certified to be the duly adopted By-Laws of the FOIAR, as evidenced by execution of the entire BOD, effective February 10, 2012.