

A person riding a motorcycle on a winding road at sunset. The scene is captured with a long exposure, creating a sense of motion and speed. The sun is low on the horizon, casting a warm, golden glow over the entire scene. The road curves to the left, and the surrounding landscape is filled with trees and grass. The overall mood is one of freedom and adventure.

**HARLEY OWNERS GROUP®**

HIT THE ROAD WITH NEARLY ONE MILLION OF YOUR CLOSEST FRIENDS

**H.O.G.® CHAPTER LICENCE 2019**

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# HARLEY OWNERS GROUP®

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## RESPONSIBILITY STATEMENT

The **Annual Licence Agreement for H.O.G.® Chapters** is the document that defines the relationships between the local Chapter, the Sponsoring Dealer and H.O.G.®. The articles in the Licence are binding; you can count on the Licence 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 Licence. The director and other officers are to uphold the **Annual Licence Agreement for H.O.G.® Chapters** in all Chapter business and activities.



# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

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## **PREAMBLE**

The Harley Owners Group<sup>®</sup> (H.O.G.<sup>®</sup>) is an organisation founded and sponsored by Harley-Davidson Motor Company. The group was established to offer motorcycling benefits and services to Harley-Davidson<sup>®</sup> motorcycle enthusiasts throughout the world, and to develop a close relationship between the Harley-Davidson<sup>®</sup> rider, the Harley-Davidson<sup>®</sup> Dealership and Harley-Davidson Motor Company.

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

## **ARTICLE I – PURPOSE**

1. The purpose of the local Chapter shall be to promote responsible Harley-Davidson<sup>®</sup> motorcycling activities for H.O.G.<sup>®</sup> members by conducting Chapter activities and encouraging participation in other H.O.G.<sup>®</sup> 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<sup>®</sup> rider and the authorised Harley-Davidson<sup>®</sup> Dealership.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

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## ARTICLE II – SPONSORSHIP

1. Each Chapter must be sponsored by an authorised Harley-Davidson Dealer (Sponsoring Dealer). The decision to sponsor a Chapter shall be undertaken solely at the dealer's discretion.
2. An authorised Harley-Davidson<sup>®</sup> Dealership may sponsor more than one H.O.G.<sup>®</sup> Chapter when there is a valid reason to justify additional Chapter(s).
3. The Sponsoring Dealer requires that the sponsored Chapter conducts its operations and activities in accordance with the Sponsoring Dealer's standards and visions. The Sponsoring Dealer shall require the Chapter to operate and conduct activities in accordance with this Licence and any other H.O.G.<sup>®</sup> operating policies.
4. The Sponsoring Dealer shall have authority over, and approval rights regarding, the content of all Chapter publications/communications.
5. The Sponsoring Dealer shall have authority over any and all matters pertaining to Chapter membership.
6. The Sponsoring Dealer may establish Chapter fees, which shall be used solely to pay or defray the cost of Chapter administration.
7. The Dealer may terminate sponsorship of their Chapter at any time, at which point the Chapter's H.O.G.<sup>®</sup> affiliation shall cease and desist.
8. **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.<sup>®</sup> 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.<sup>®</sup>
  - 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.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

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## ARTICLE III – APPLICATION AND TERM OF RELATIONSHIP

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

## ARTICLE IV – NAME AND AFFILIATION

1. The Harley Owners Group<sup>®</sup>, a business unit of Harley-Davidson Motor Company, is the chartering body for all H.O.G.<sup>®</sup> Chapters. Each Chapter affiliated with the Harley Owners Group<sup>®</sup> shall be a separate and independent organisation / 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 Licence and to any other H.O.G.<sup>®</sup> operating policies.
3. Affiliated Chapters’ names shall be approved by H.O.G.<sup>®</sup> and Harley-Davidson<sup>®</sup> and must include the word “Chapter.” Chapter names may not include the trademarks of H.O.G.<sup>®</sup> or Harley-Davidson<sup>®</sup>. Only approved H.O.G.<sup>®</sup> Chapters have the designation of “Chapter” in their name. Chapter names remain under the ownership of H.O.G.<sup>®</sup> and Harley-Davidson, and may be used only for authorised H.O.G.<sup>®</sup> Chapters and shall not be used in any other consideration.
4. Should H.O.G.<sup>®</sup> determine, in its sole discretion, that a Chapter is not adhering to this Licence, H.O.G.<sup>®</sup> may terminate the Chapter as a H.O.G.<sup>®</sup> affiliated organisation.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

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## ARTICLE V – OFFICERS

1. Affiliated Chapters shall have the following primary officers: Director, Assistant Director, Treasurer and Secretary. Other discretionary officers may be appointed as needed.
2. The Sponsoring Dealer, Dealership staff or Chapter member may hold any, or all, primary officer positions.
3. The Sponsoring Dealer may determine how Chapter officers are selected and terms of service.
4. The Sponsoring Dealer may remove any officer from office at the Dealer's sole discretion.
5. The Sponsoring Dealer has the authority to require the Chapter to perform to the Sponsoring Dealer's standards and is to assure H.O.G.<sup>®</sup> that the Chapter abides by this Licence and any other H.O.G.<sup>®</sup> operating policies.
6. The duties and responsibilities of the primary (required) Chapter officers shall be as follows:
  - A. **Director:** The Director shall uphold this Licence and the Chapter Handbook, conduct Chapter meetings and coordinate Chapter officer responsibilities.
  - B. **Assistant Director:** The Assistant Director shall be responsible for promoting membership, membership orientation, membership retention, and keeping the Chapter members informed of H.O.G.<sup>®</sup> programs and H.O.G.<sup>®</sup> State Rallies.
  - C. **Treasurer:** The Treasurer shall be responsible for the collection and disbursement of Chapter funds, reporting the financial transactions to the membership on a monthly basis, and compliance with all revenue recording and reporting requirements.
  - D. **Secretary:** The Secretary shall be responsible for administering and maintaining meeting minutes, annual reports, membership reports, insurance and legal documentation, event releases and enrollment releases. These permanent records shall be kept at the Sponsoring Dealership.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

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## ARTICLE V – OFFICERS (cont'd)

7. The duties and responsibilities of the discretionary (optional) Chapter officers shall be:
  - A. **Activities Officer:** The Activities Officer shall be responsible for the administration of Chapter events.
  - B. **Ladies of Harley Officer:** The L.O.H. Officer shall be responsible for encouraging women members to take an active part in Chapter activities.
  - C. **Road Captain:** The Road Captain(s) shall be responsible for 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 before publication or distribution.
  - E. **Safety Officer:** The Safety Officer shall be responsible for providing Chapter members with information relating to the availability of rider training.
  - F. **Photographer:** The Photographer shall be responsible for obtaining and organising Chapter photographs for use in Chapter publications and Chapter history albums.
  - G. **Historian:** The Historian shall be responsible for the preparation and maintenance of a written account of the history of the Chapter, to include officer positions, Chapter activities and membership levels.
  - H. **Membership Officer:** The Membership Officer shall be responsible for ensuring that all Chapter members are current H.O.G.<sup>®</sup> members, having on file a signed copy of the Annual Chapter Membership Enrollment Form & Release of each member as signed on an annual basis; maintains Chapter membership report.
  - I. **Webmaster:** The Webmaster shall be responsible for assembling and organising material for the Chapter web site, social media sites (if applicable), and obtaining approval from the Sponsoring Dealer before publication. Chapter website and social media sites must comply with the H.O.G.<sup>®</sup> Chapter Internet and Social Media Guidelines.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

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## ARTICLE VI – MEMBERSHIP

1. As a benefit of being a H.O.G.<sup>®</sup> member, a H.O.G.<sup>®</sup> member may join any Chapter. An expired membership in H.O.G.<sup>®</sup> automatically terminates local Chapter membership. It shall be the responsibility of each local Chapter to ensure that Chapter members are current H.O.G.<sup>®</sup> 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.<sup>®</sup> membership as a condition of eligibility for Chapter membership.
2. The Sponsoring Dealer may suspend or terminate a person's membership of the Chapter if the Sponsoring Dealer, at the Sponsoring Dealer's 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 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.<sup>®</sup>
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. a) Chapters are to be not-for-profit/non-profit organisations/group of individuals. They are not intended to be charities.  
b) The Sponsoring Dealer may, at the Sponsoring Dealer's sole discretion, establish Chapter fees to be utilised solely to pay or defray the cost of Chapter administration.
2. Chapters may conduct legitimate fund-raising activities to assist in paying or defraying Chapter operating expenses or to raise funds for charitable purposes. All such fund-raising activity shall be subject to approval by the Sponsoring Dealer.
3. The Chapter cannot pay Chapter members for their volunteer work.
4. Maximum Chapter fees are set at AU\$40.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

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## ARTICLE VIII – ACTIVITIES

Chapter events and activities are the sole responsibility of the local Chapter and Sponsoring Dealership. All Chapter activities shall have the Sponsoring Dealer approval. These events and activities may include any family-oriented, safe and legal activities that promote a positive image of the Harley-Davidson<sup>®</sup> 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.<sup>®</sup> 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 Dealer. Chapter must maintain a file at the Sponsoring Dealership 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.<sup>®</sup> 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.

If, at any time, H.O.G.<sup>®</sup> determines in its sole discretion that a Chapter publication is incompatible with the family-oriented, non-religious, non-political philosophies and/or objectives of H.O.G.<sup>®</sup>, the Chapter's recognition as a H.O.G.<sup>®</sup> affiliated organisation may be terminated. A copy of all Chapter newsletters must be sent to the Chapter's Regional Director.

If your Chapter has a web site, all web site material must be approved by your Sponsoring Dealer. If, at any time, H.O.G.<sup>®</sup> determines at its sole discretion that a Chapter web site is incompatible with the family-oriented, non-political philosophies and/or objectives of H.O.G.<sup>®</sup>, the Chapter's recognition as a H.O.G.<sup>®</sup> affiliated organisation may be terminated. If the Chapter has a 'members only' section on the Chapter's web site, access must be given to the H.O.G.<sup>®</sup> office and the Chapter's Regional Director.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> 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.<sup>®</sup> logos (the “H.O.G.<sup>®</sup> Trademarks”) are among the many trademarks of H-D U.S.A, LLC. These H.O.G.<sup>®</sup> Trademarks may not be altered in any way and cannot be used in combination with any other words or graphics. Chapters are not licenced to use Harley-Davidson<sup>®</sup> specific marks.



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2. The issuance or renewal of this **Annual Licence for H.O.G.<sup>®</sup> Chapters** shall constitute a limited licence to use the H.O.G.<sup>®</sup> Trademarks, not H-D<sup>®</sup> marks, for the term of this **Annual Licence for H.O.G.<sup>®</sup> Chapters**.
3. The Licensed H.O.G.<sup>®</sup> Chapter's licence to use the H.O.G.<sup>®</sup> Trademarks is limited to use in conjunction with the official Chapter name and use in conjunction with material relating to Chapter activities.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

## ARTICLE X – TRADEMARK LICENCE (cont'd)

4. The current H.O.G.<sup>®</sup> eagle logo shall be displayed only with the official Chapter name, which official Chapter name shall be displayed above the H.O.G.<sup>®</sup> eagle logo and within the official H.O.G.<sup>®</sup> Chapter chevron as depicted below.



5. Chapters must obtain approval from H.O.G.<sup>®</sup> before using H.O.G.<sup>®</sup> Trademarks on any material other than Chapter publications / communications. T-shirts, pins and all other items using H.O.G.<sup>®</sup> Trademarks shall only be produced by authorised licencees of Harley-Davidson Motor Company and shall be subject to prior approval by H.O.G.<sup>®</sup>
6. Chapter use of the H.O.G.<sup>®</sup> Trademarks may continue only so long as this Annual Licence is in effect between H.O.G.<sup>®</sup> and the Sponsoring Dealership and the chartered Chapter operates in accordance with this Annual Licence. H.O.G.<sup>®</sup> may, at its sole discretion, terminate the Chapter's limited licence to use the H.O.G.<sup>®</sup> 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.
7. The Chapter shall provide such assistance as may reasonably be requested by Harley-Davidson Motor Company to protect the H.O.G.<sup>®</sup> Trademarks in the locality of the Chapter's operations.

# ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS

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

1. This Licence shall be adopted and serve as an operating policy for Chapters and must be made available to all Chapter members.
2. The Chapter's Rules of Association/Society must not replace, supersede or conflict with this Licence or any other H.O.G.<sup>®</sup> operating policies. The Chapter must use a form of Rules of Association/Society prescribed or otherwise approved by H.O.G.<sup>®</sup> Once adopted, a copy of the Chapter Rules of Association/Society must be furnished to the Sponsoring Dealer and H.O.G.<sup>®</sup> and must be available to all Chapter members.
3. Every Chapter must adopt the H.O.G.<sup>®</sup> Rules of Association (Australia) or the H.O.G.<sup>®</sup> Rules of Society (New Zealand) relevant to their state, territory or country.

## **ARTICLE XII – AMENDMENTS**

H.O.G.<sup>®</sup> may amend this Licence at any time at its sole discretion based upon H.O.G.'s review of Chapter developments and needs or because of conflicts with national, state, or local 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 or organisations as are organised and operated exclusively for charitable purposes. In no event shall any of such assets or property be distributed to any director, officer, member of the Chapter, private individual or for-profit business.

# **ANNUAL LICENCE FOR H.O.G.<sup>®</sup> CHAPTERS**

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## **ARTICLE XIV – DISCLAIMER**

While the Chapter may be affiliated with H.O.G.<sup>®</sup>, it remains a separate, independent entity/group of individuals responsible for its actions. All H.O.G.<sup>®</sup> members and their guest(s) participate voluntarily and at their own risk in H.O.G.<sup>®</sup> and H.O.G.<sup>®</sup> Chapter activities. The Sponsoring Dealer, H.O.G.<sup>®</sup> and Harley-Davidson Motor Company, its related companies, Distributors and Dealers 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.<sup>®</sup> and H.O.G.<sup>®</sup> 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 Dealer, H.O.G.<sup>®</sup>, Harley-Davidson Motor Company, its related companies, Distributors and Dealers, 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 Licence should be invalid for any reason whatsoever under any national, state or local laws having jurisdiction over the subject matter of this Licence, then that part shall be considered deleted from this Licence and the rest of this Licence shall remain valid and in full force and effect.