

CONSTITUTION & BY-LAWS OF THE HEARTLAND ASSOCIATION OF FAIRS, FESTIVALS & EVENTS

The Heartland Association of Fairs, Festivals & Events is a non-profit organization; organized for the purpose of educating, encouraging & supporting fairs, expositions, festivals & community-based events.

The Heartland Association of Fairs, Festivals & Events intends to:

- Adopt and/or develop programs to encourage and demonstrate agricultural, livestock, industrial, commercial & educational arts, exhibits and displays.
- Encourage the advancement of natural resources, material, prosperity and progress of member fairs, expositions, festivals & other community-based events.
- Assist members in the exchange of information for mutual benefit.

MEMBERSHIP

The fiscal year for the Heartland Association of Fairs, Festivals & Events shall begin annually on October 1st & shall end on September 30th.

A. Membership Types: Members shall fall into one (1) of the following types:

- **A-1: Event Member:** All fairs, expositions, festivals and other community-based events operating in the charter states of North Dakota & South Dakota, or any other U.S. State or Canadian Province.
- **A-2: Associate Member:** All entities engaging in a service or product-based business that is in support of fairs, expositions, festivals & other community-based events.
- **A-3: Individual Member:** Any person who demonstrates an interest in the fair industry, who is not currently involved with an Event, or Associate member.

B. Membership Eligibility

- **B-1:** New members may be brought into the association at any time during the year (provided there is notice given to the President).
- **B-2:** Membership shall be subject to the approval of the Board of Directors.
- **B-3:** Any Member (Event, Associate or Individual) shall be dropped from the organization for failure to pay membership dues on-time.

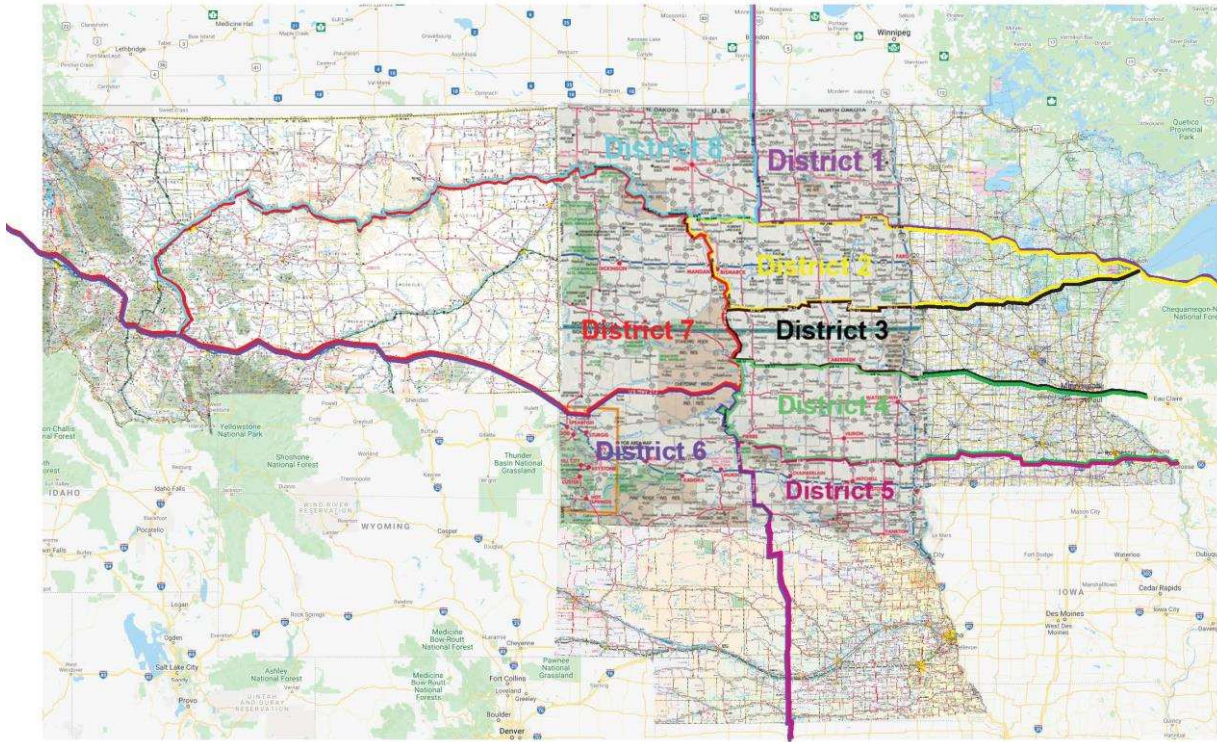
C. Membership Fees

- **C-1:** Membership fees shall be collected on an annual or bi-annual basis by the Executive Secretary (as specified within sub-section C-3, below).
- **C-2:** Event & Individual Membership fees shall cover one (1) year with the Association. Associate Membership fees shall cover one (1) or (2) years with the Association (based on the type of membership package).

C. Membership Fees *(Continued)*

- **C-3:** Membership rates shall be determined by the Association's Board of Directors & shall be announced at the Annual Meeting of the Association.
 - o **Event Membership Rate:**
 - \$35.00 per day (of the event), per (1) year membership. Includes all days the event is open to the public.
 - 2019 (paid) Event Members from the North Dakota Association of Fairs shall receive the following membership rate for 2020 (only): \$25.00 per day (of the event). Includes all days the event is open to the public.
 - 2019 (paid) Event Members from the South Dakota Association of Fairs & Celebrations shall receive the following membership rate for 2020 (only): \$50.00 Flat Fee + \$5.00 per day (of the event). Includes all days the event is open to the public.
 - o **Associate Membership Rate:**
 - \$100.00 per (1) year membership, or
 - \$160.00 per (2) year membership
 - 2-Year memberships must be paid in-full at the time of commitment.
 - Associate Members choosing a 1-year commitment may not seek to apply those funds toward a 2-year membership at a later date. Associate Members may only choose to pay for a 2-year membership upon their next renewal.
 - o **Individual Membership Rate:**
 - \$25.00 per (1) year membership
- **C-4:** Membership fees may not be pro-rated.
- **C-5:** Current members of the South Dakota Association of Fairs & Celebrations & current members of the North Dakota Association of Fairs, who pay their 2020 membership dues prior to the official merger) will automatically become members of the Heartland Association of Fairs, Festivals & Events for 2020 only. The paid membership will not be subject to any membership rate changes in 2020, should the Heartland Association of Fairs, Festivals & Events choose to increase the current rates. Additionally, the paid membership will not be affected if the Heartland Association of Fairs, Festivals & Events chooses to switch from Fiscal Years to Calendar Years.

DISTRICTS



For events that take place near a District boundary, the District will be determined by the physical location of the event. (i.e. Fairgrounds, Festival Grounds, 4-H Grounds)

D. District Boundaries

• D-1: District 1

- **North:** N/A
- **South:** The intersection of ND Hwy 3 (near Hurdsfield, ND) and ND Hwy 200 continuing East on ND Hwy 200 to the North Dakota/Minnesota border, East on MN Hwy 200 to US Hwy 2 (near Floodwood, MN) continuing East on US Hwy 2
- **East:** N/A
- **West:** ND Hwy 3 (near Hurdsfield, ND) North to the Canadian border, continuing North through Canada on Canadian Hwy 10

• D-2: District 2

- **North:** US Hwy 83 South at Lake Audubon, East on ND Hwy 200 (near Underwood, ND) to the North Dakota/Minnesota border East on MN Hwy 200 to US Hwy 2 (near Floodwood, MN) continuing East on US Hwy 2
- **South:** ND Hwy 1804 at Missouri River Bridge, Beaver Creek, North to ND Hwy 13 (West of Linton, ND), continuing East on ND Hwy 13 through North Dakota to North Dakota/Minnesota border (at Wahpeton, ND) continuing on MN Hwy 210 to Duluth
- **East:** N/A
- **West:** The Missouri River Bridge at Beaver Creek (West of Linton, ND), following the Missouri

River North to the Missouri River Bridge at ND Hwy 200. Northeast on Hwy 200 to US Hwy 83. US Hwy 83 North to Lake Audubon.

• **D-3: District 3**

- **North:** ND Hwy 1804 at Missouri River Bridge, Beaver Creek, North to ND Hwy 13 (West of Linton, ND), continuing East on ND Hwy 13 through North Dakota to North Dakota/Minnesota border (at Wahpeton, ND) continuing on MN Hwy 210 to Duluth
- **South:** US Hwy 12 at the Missouri River (near Mobridge, SD) East to the Minnesota/South Dakota border (at Big Stone City, SD) continuing East at the Minnesota border on US Hwy 12
- **East:** N/A
- **West:** The Missouri River Bridge at Beaver Creek (West of Linton, ND) North to the Missouri River Bridge at US Hwy 12 (near Mobridge, SD).

• **D-4: District 4**

- **North:** US Hwy 12 at the Missouri River (near Mobridge, SD) East to the Minnesota/South Dakota border (at Big Stone City, SD) continuing East at the Minnesota border on US Hwy 12
- **South:** SD Hwy 34 at the Missouri River (near Pierre, SD) Eastward to the Minnesota/South Dakota border continuing East at the Minnesota border (near Pipestone, MN) on MN Hwy 30 to Interstate 90 (near Stewartville, MN) continuing East on Interstate 90.
- **East:** N/A
- **West:** The SD Hwy 34/US Hwy 14 Missouri River Bridge (near Pierre, SD) following the Missouri River North to the US Hwy 12 Missouri River Bridge (near Mobridge, SD)

• **D-5: District 5**

- **North:** SD Hwy 34 at the Missouri River (near Pierre, SD) Eastward to the Minnesota/South Dakota border continuing East at the Minnesota border (near Pipestone, MN) on MN Hwy 30 to Interstate 90 (near Stewartville, MN) continuing East on Interstate 90.
- **South:** N/A
- **East:** N/A
- **West:** The Missouri River Bridge (SD Hwy 34/US Hwy 14 near Pierre, SD) West to US Hwy 83. South (on US Hwy 83) to I-90. East (on I-90) to US Hwy 183 continuing South on US Hwy 183

• **D-6: District 6**

- **North:** US Hwy 212 at Missouri River Bridge (near Forest City, SD) West to Interstate 90 (near Billings, MT) continuing West on Interstate 90
- **South:** N/A
- **East:** The Missouri River Bridge at US Hwy 212, following the Missouri River South to the Missouri River Bridge at US Hwy 14; West on US Hwy 14 to US Hwy 83; South on US Hwy 83 to I-90, East on I-90 to US Hwy 183, continuing South on US Hwy 183
- **West:** N/A

• **D-7: District 7**

- **North & East:**-From South East to North West; Us Hwy 212 at the Missouri River Bridge (near Forest City, SD) following the Missouri River North and then West until it merges with the Jefferson River & closing when the Jefferson River intersects with Interstate 90 (at Three Forks, MT)
- **South:** US Hwy 212 at Missouri River Bridge (near Forest City, SD) West to Interstate 90 (near Billings, MT) continuing West on Interstate 90
- **West:** N/A

• **D-8: District 8**

- **North:** N/A
- **South:** Intersection of ND Hwy 200 & ND Hwy 3 (near Hurdsfield, ND), following Hwy 200 West to US Hwy 83 (near Underwood, ND), North to Lake Audubon, following the Missouri River West ending when the Missouri River intersects with Interstate 90 (at Three Forks, MT)
- **East:** ND Hwy 3 (near Hurdsfield, ND) North to the North Dakota/Canadian border, continuing North through Canada on Canadian Hwy 10
- **West:** N/A

Event Members are welcome from any State (or Province).

VOTING

4. Event Members

- **4-1:** Event Members (who are considered 'Current' (or Paid) with regard to Annual Membership Dues) shall be entitled to one (1) vote for their respective Event at the Annual Meeting of the Association, as well as at any Special Meetings of the Association.
- **4-2:** When requested by the Executive Secretary (at registration for Annual or Special Meeting, or otherwise), each Event Member must designate a voting delegate.
- **4-3:** Elected voting delegate must be made in person in the format the meeting is provided. Thus meaning, if the meeting is held in person, the voting delegate must be on site where the meeting is held to vote. If the meeting is held virtually, digitally, or by phone, the voting delegate must be present through the format offered in order to cast their vote.

5. Associate & Individual Members

- **5-1:** Associate Members shall be represented by the current three (3) elected Associate members of the Association's Board of Directors (who shall be eligible to vote).
- **5-2:** Individual Members shall have no voting representation.
- **5-3:** All Associate & Individual Members may be recognized by the presiding officer during discussions.

6. New Members

- **6-1:** New members shall be granted immediate access to voting rights (subject to their membership type), provided that all membership fees are paid (& such payment is acknowledged by the Executive Secretary prior to start of the Annual (or Special) Meeting where a vote is to take place).

7. Roll Call

- **7-1:** A roll call may be requested by any Member on an action due to be taken by the Association (if it is deemed questionable to identify a majority).

8. Proxies

- **8-1:** No proxy shall be recognized by the Association.

MEETINGS

9. Annual Meeting

- **9-1:** The Annual Meeting shall be held at a time and place to be determined by the Association's Board of Directors, unless set by the Association Membership at the Annual Meeting.
- **9-2:** The Annual Meeting location shall rotate between cities in North Dakota & South Dakota, unless otherwise agreed to by the Association Membership at the Annual Meeting.
- **9-3:** In the event of a pandemic or extreme/special circumstance beyond the control of the Board of Directors, the Board of Directors can move forward with a non-traditional Annual Meeting such as virtually or using another alternative format. A 2/3's majority vote of the Board of Directors must be held in order for a non-traditional Annual Meeting to take place.

10. Special Meetings

- **10-1:** Special Meetings of the Association Membership may be called (by a majority of the Association's Board of Directors) by providing written notice to the Association Membership by Mail (i.e. USPS) or Electronic Mail (email) at least ten (10) business days prior to the date of the Special Meeting.
- **10-2:** Said 'Written Notice' shall include all pertinent information (including, but not limited to: Date, Time, Location & Purpose).

11. Meeting Attendance

- **11-1:** All 'Current' (or Paid) Event, Associate & Individual Members shall have the right of attendance at any 'general membership' meeting of this Association. Open Meeting Laws (subject to the location of the meeting) shall apply.

BOARD OF DIRECTORS

12. District & Associate Director 'Seats'

- **12-1:** The Association's Board of Directors shall consist of eleven (11) members.
- **12-2:** Eight (8) members shall be elected by delegates from each of the eight (8) Districts Throughout the Association.
- **12-3:** Three (3) members shall be Associates, elected by the Associate Membership.
- **12-4:** Individual Members of the Association are eligible to be elected from their respective districts. Districts (for Individual Members) shall be determined by the location their residence.
- **12-5:** If additional Districts are created (due to growth or re-organization of the Association) those additional Districts shall be granted District representation and the number of District Directors shall increase by the number of Districts granted representation. In such an instance, the Association's by-laws should be amended at the next Annual Meeting (to reflect the new board configuration).

13. District & Associate Director Term Lengths

- **13-1:** In order to prevent more than four (4) elections in any year, after all Directors & Officers have been elected, a random drawing will take place at the 2019 South Dakota & North Dakota Association of Fairs Annual Convention in Aberdeen, South Dakota.
 - o Three (3) Event Member Board Positions will be awarded an initial one (1) year term.
 - o Two (2) Event Member Board Positions will be awarded initial two (2) year terms.
 - o Three (3) Event Member Board Positions will be awarded initial three (3) year terms.
 - o One (1) Associate Member Board Position will be awarded an initial one (1) year term.
 - o One (1) Associate Member Board Position will be awarded an initial two (2) year term.
 - o One (1) Associate Member Board Position will be awarded an initial three (3) year term.

14. District & Associate Director Term Lengths:

- **14-1:** District 1 Initial Term: 3 Years (2020-2022); 1st Re-Election: At 2022 Convention (for 2023), Re-Election every 3 years.
- **14-2:** District 2 Initial Term: 1 Year (2020); 1st Re-Election: At 2020 Convention (for 2021), Re-Election every 3 years.
- **14-3:** District 3 Initial Term: 2 Years (2020-2021); 1st Re-Election: At 2021 Convention (for 2022), Re-Election every 3 years.
- **14-4:** District 4 Initial Term: 1 Year (2020); 1st Re-Election: At 2020 Convention (for 2021), Re-Election every 3 years.
- **14-5:** District 5 Initial Term: 3 Years (2020-2022); 1st Re-Election: At 2022 Convention (for 2023), Re-Election every 3 years.
- **14-6:** District 6 Initial Term: 1 Year (2020); 1st Re-Election: At 2020 Convention (for 2021), Re-Election every 3 years.
- **14-7:** District 7 Initial Term: 2 Years (2020-2021); 1st Re-Election: At 2021 Convention (for 2022), Re-Election every 3 years.
- **14-8:** District 8 Initial Term: 3 Years (2020-2022); 1st Re-Election: At 2022 Convention (for 2023), Re-Election every 3 years.
- **14-9:** Associate 1 Initial Term (Corey Heiser-Games Galore Party Rental): 3 Years (2020-2022), 1st Re-Election: At 2022 Convention (for 2023), Re-Election every 3 years.
- **14-10:** Associate 2 Initial Term (Holly Russell-TMS, Inc.): 2 Years (2020-2021) 1st Re-Election: At 2021 Convention (for 2022), Re-Election every 3 years.
- **14-11:** Associate 3 Initial Term (Holly Kennedy-Miss Bows Messy Mania): 1 Year (2020): 1st Re-Election: At 2020 Convention (for 2021), Re-Election every 3 years.
- **14-12:** District Directors may only be elected by 'Current' (Paid) Event Members (within their specified District) at the District Meeting (held at the Annual Convention).
- **14-13:** Associate Directors may only be elected by 'Current' (Paid) Associate Members during the Associate Meeting (held at the Annual Convention).
- **14-14:** Both District & Associate Directors shall serve their initial term length (determined by random drawing at the 2019 Convention). Once the initial term (for each Director position) has expired, the term length shall be set at three (3) years.
- **14-15:** Both District & Associate Directors are limited to no more than two (2) consecutive, three (3) year terms. Initial term lengths shall not apply to this limitation, unless the Director served an initial three (3) year term.
- **14-16:** Prior to being re-elected, a one (1) year absence from the Board of Directors is required of Any Director who serves two (2) consecutive, three (3) year terms.

15. Removal of a District or Associate Director

- **15-1:** The Association's Board of Directors reserves the right to remove (or un-seat) any elected Director (District or Associate) for any of the following scenarios:
- **15-2:** Director has missed three (3) consecutive board meetings without prior notification (in writing) or providing just cause.
- **15-3:** Director has failed to perform duties as assigned by the Association's Board of Directors.
- **15-4:** The Association's Board of Directors also reserves the right to remove any Board Member who is no longer employed by (or a member of) an Event or Associate Member Organization. The Director position may be left vacant for a period of no more than sixty (60) days to allow that board member to successfully complete application for admittance with a new Event or Associate Member Organization. If no such (successful) application is submitted/approved when the sixty (60) day timeframe expires, the Director 'Seat' shall be vacated.

16. Director Vacancies / Director 'At Large'

- **16-1:** Should a vacancy occur within the Board of Directors, the remaining Board of Directors may appoint someone (from the same District) to fill said vacancy until the next Annual Meeting. At that time, the Membership from the vacant District shall vote to elect a new District Director to fulfill the remainder of the vacated Director's term.
- **16-2:** In the event that a District cannot successfully provide a candidate for Director, the Association's Board of Directors reserves the right to accept candidates 'at large' (from any District). Directors who are elected 'At Large' shall fulfill the remainder of the vacant Director's term (no more than three (3) years). Upon expiration of that term, the Board of Directors shall first attempt to fill the vacant Director 'Seat' with a candidate from within the District. If no such candidate can be found, the Director 'Seat' may remain in 'At Large' status until a Director from the District can be established.
- **16-3:** 'At Large' Directors shall follow the same rules of term length & eligibility as District Directors, with the following exception:
 - An 'At Large' Director may be elected from ANY Member Event, regardless of the location of the event.
- **16-4:** In the event there is a tie in voting for a new director, there shall be a short speech (by only the 'tied' candidates) not to exceed 1 minute, then a re-vote. If there is still a tie, the tie will be broken by coin-toss (with the President presiding). The President shall select one of the 'tied' candidates to call the coin. In the event an incumbent is involved, that right to call the coin will fall to the incumbent.
- **16-5:** Any newly elected Director (who is not currently serving on the Association's Board of Directors) shall take office at the close of the Annual (or Special) Meeting where they were elected.
- **16-6:** Any newly elected Director (who is filling a vacant position) shall be seated immediately following the vote/appointment.

17. Meeting of the Board of Directors

- **17-1:** Meetings of the Board of Directors may be called at any time by the Association's Board President.
- **17-2:** Meetings of the Board of Directors may also be called at any time when requested by at least three (3) members of the Board of Directors.
- **17-3:** Meetings shall be classified as in-person, tele-conference, or video conference.

17. Meeting of the Board of Directors (Continued)

- **17-4:** All Directors are required to attend the Annual Meeting in-person. A director may be excused from the Annual Meeting one (1) time during any term, by the President. The director should present their request (in writing) to the President, no less than thirty (30) business days prior to the Annual Meeting (unless it is impossible to provide notice, due to an emergency).
- **17-5:** All Directors shall be notified (by the Association's Executive Secretary) of an upcoming Board of Director's Meeting (Annual or Special). Notice shall be sent by either written mail (USPS) or Electronic Mail (email). Notice should be sent no less than ten (10) business days prior to the meeting & should include the meeting date, time, location and/or any other pertinent information about the meeting. This notice may be waived by the Directors. A majority of members shall constitute a quorum.

OFFICERS

Officers of the Association shall consist of a President, President-Elect and Executive Secretary.

18. President & President-Elect

- **18-1:** The President & the President-Elect shall be elected from and by the Board of Directors at the meeting immediately following the Annual Association Meeting (during the Annual Convention).
- **18-2:** The President & the President-Elect shall serve two (2) year terms, commencing at the close of the Annual Association Meeting (during the Annual Convention).
- **18-3:** The duties of the President & the President-Elect shall be those generally prescribed for said offices.
- **18-4:** Upon the expiration of the term of the prior President, the President-Elect shall succeed to the office of President. The President-Elect may also succeed to the office of President upon the death, resignation or disability of the existing President, or if the existing President is removed from the Board of Directors (for failure to fulfill the duties of President).
- **18-5:** No officer may serve more than two (2) consecutive years in any one (1) position. (See "Exception" below)
- **18-6:** In the event that the President-Elect succeeds to the office of President (for any of the reasons stated above) the President-Elect (who succeeds the President) shall:
 - o Complete the term of the former President.
 - o (Exception) Upon completion of the former President's term, the President-Elect shall remain eligible to serve a complete two (2) year Presidential term.
- **18-7:** In the event that the President-Elect succeeds the President, the Board of Directors shall call a Special Meeting of the Board of Directors to elect a new President-Elect.
- **18-8:** President or President Elect positions are exempt for reelection if District is up for reelection and finish out their un-expired term

19. Executive Secretary

- **19-1:** The Executive Secretary shall be appointed on an annual basis by the Association's Board of Directors.
- **19-2:** The Executive Secretary position is not subject to term limits.
- **19-3:** The duties of the Executive Secretary shall be established by the Board of Directors & should

be presented to all Executive Secretary candidates who apply for the position (prior to their appointment).

19. Executive Secretary (Continued)

- **19-4:** The amount of annual compensation (and qualifying reimbursements) for/to the Executive Secretary shall be established by the Board of Directors & shall be posted along with the duties of the position.

COMMITTEES

20. Committees

- **20-1:** The Board of Directors from time to time may establish such committees as they deem appropriate.
- **20-2:** Committee 'Chair' positions shall be appointed by the President.
- **20-3:** Committee 'Chairs' shall assist the President to recruit members for their committee & serve as the main point-of-contact for the committee.
- **20-4:** Examples of Annual Committees:

Showcase Committee	Governance Committee	Nominating Committee
Grievance Committee	Audit Committee	

GENERAL

21. General Items

- **21-1:** Financial Records and funds of the association shall be audited at the Annual Meeting (or at least once per year), by a committee of at least (2) Board Members.
- **21-2:** Expenditure of funds of the Association, over the amount of \$1,000.00 may not be made without majority approval by the Board of Directors.
- **21-3:** The Rules in the current edition of Robert's Rules of Order shall govern the association, the Board of Directors, and all sub-committees in all cases to which they apply and do not conflict with the specific provisions of these By-Laws or any special rules that the Association may adopt.
- **21-4:** If any part of these By-Laws or the application thereof is hereafter held invalid or unenforceable, the remainder shall not be affected thereby, and only the affected portions are declared eliminated.
- **21-5:** The Association shall maintain a Director's & Officer's Insurance policy. No officer, representative, spokesperson or member shall have any financial liability of the Association.
- **21-6:** Financial institution accounts must include all officers on the account. Each officer will be listed as signers for the account, with only one officer's signature needed per transaction.

22. By-Law Amendments

- **22-1:** Constitution and By-Laws of the Heartland Association of Fairs, Festivals & Events may be amended at any Annual Meeting by a majority vote of all Event Members present and eligible to vote, providing notice of such amendment has been sent (by the Association's Executive Secretary) to each member at least ten (10) business days prior to the date of the meeting.

RATIFICATION

This version of the Constitution and By-Laws of the Heartland Association of Fairs, Festivals & Events shall be in effect when ratified by a majority of the Heartland Association of Fairs, Festivals & Events (Event Membership), who were present at the 2022 Annual Meeting held in Minot, ND on November 18, 2022.

Candi Briley - President

Candi Briley

Name

Title

Candi Briley

Sign Name

11-19-22

Date

Bradley Brummond - President-Elect

Brad Brummond

Name

Title

Bradley T. Brummond

Sign Name

11/19/22

Date

Tera Heiser / Executive Secretary

Tera Heiser

Name

Title

Tera Heiser

Sign Name

11/19/2022

Date