

Bylaws
Austin Table Tennis Association, Inc.
Approved by the board and confirmed by member general election on October 26, 2025

Article I - Name and Organization

Section 1. Organization Name. The name of this organization is the Austin Table Tennis Association, Inc., doing business as the Austin Table Tennis Club, hereinafter referred to as “Club” or “ATTC.”

Article II –Mission

Section 1. The primary mission of the Club is to promote the physical development of boys, girls, young men and young women by providing facilities, equipment, organization, training and coaching to learn and compete in the sport of table tennis. The sport of table tennis promotes physical conditioning, better hand eye coordination, and learning sportsmanship, civility, fair play, and teamwork. The Club also provides supervision and training for all ages by certified table tennis coaches.

Section 2. The Club is organized as a corporation exclusively for religious, charitable, scientific, literary or educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code or the corresponding sections of any future federal tax code.

Section 3. The Club provides facilities and equipment to other youth focused organizations in the Austin area for table tennis training, practice, competition and coaching. In addition, the Club is committed to provide a forever home that is open to individuals of all ages for practice, competition, and training as well as recreational play and camaraderie in an inclusive table tennis community. Senior citizens are encouraged to participate in the activities of the Club acting as mentors and role models to the younger participants.

Article III: Directors and Officers

Section 1. Board of Directors / Officers. The Board of directors shall be composed of seven (7) members. All members shall be Voting Members; all shall be elected at the annual Club Meeting as provided in Article V or appointed as provided in Article III Section 8; and all shall serve until (1) their successors are elected, (2) they resign, (3) they are dismissed, or (4) they are no longer a Voting Member. General management of Club affairs shall be entrusted to this group. The Club officers are limited to President, Secretary, Vice President, and Treasurer. Three board members are designated as “Board Members at Large.” A Board member may not be an employee or contractor of ATTC, nor an immediate family member or domestic partner of an employee or contractor of ATTC.

Section 2. Terms. All Officers of the Club will automatically assume positions as Directors of the Board when elected. All Officers shall be elected to 2-year terms. The election years of the officers shall be staggered in such a way that the Treasurer, and Vice President shall be elected on

even numbered years and the President and Secretary shall be elected on odd numbered years. Board Members at Large will also serve 2-year terms. One Board Member at Large will be elected in even numbered years; the other two Board Members at Large will be elected in odd numbered years. No Board Member may serve more than two full consecutive terms for the same position; provided, however, if no candidate is nominated for that position during the nomination period, the Board may re-appoint that person to the position.

Section 3. The President shall preside at all meetings of the Club and of the board. The President shall be the key point of contact for community inquiry, and act as Club spokesperson. The President shall be responsible for planning and goal development in an effort to further the objectives of the Club. In addition, the President shall be responsible for enforcing Club policy relating to player conduct and disciplinary action. If the President is absent from any meeting, the Vice President will preside. If neither the President nor the Vice President are available to preside at a meeting, the Board Members present shall appoint an acting president for the purpose of conducting the meeting at hand.

Section 4. The Secretary shall keep a record of all meetings of the Club and of the board and of all matters of which a record shall be ordered by the Club; have charge of the correspondence, notify members of meetings, notify a member of any change in that member's membership, notify officers and directors of their election to office, and carry out such other duties as are prescribed in these bylaws.

Section 5. The Vice President shall assist the Secretary as needed and perform any and all duties assigned to or normally performed by the Secretary when the Secretary is absent or otherwise unavailable.

Section 6. The Treasurer shall carry out all financial activities of the club, following GAAP (Generally Accepted Accounting Principles). Moneys shall be deposited in a bank designated by the board, in the name of the Club. The books shall at all times be open to inspection by the board and members and a report shall be given at every meeting on the condition of the Club's finances. At the annual meeting an accounting shall be rendered of all moneys received and expended during the previous fiscal year. If the Club is not carrying directors' and officers' insurance, the Treasurer shall be bonded in such amount as the board of directors shall determine. The Treasurer may hire professional tax assistance with approval from the board of directors.

Section 7. All Board Members. All board members, regardless of position, have the following responsibilities: determine policies, procedures, and regulations for the conduct of ATTC; ensure the necessary resources, both financial and otherwise, for the operation of ATTC and its programs; monitor organization performance; represent the interests and needs of the organization; support and foster the mission statement of our organization to ensure the health and well-being of anyone involved with the organization; and stay informed of all issues facing the club and be available to vote on any issue put in front of the board. The Board may require an elected or appointed member to take the oath of office and sign the director agreement attached to these bylaws. The Board may also require a newly appointed or elected board member who has not served on the board previously to complete the orientation and training set out in the Board of Director Handbook.

Section 8. Vacancies. Any vacancies occurring on the board shall be filled until the next election for that position, at the board's discretion, by either (1) a majority vote of the current members of the board at its first regular meeting following the creation of such vacancy, or (2) at a special Club meeting called by the board for that purpose. If the vacancy is filled by a board vote, the board is encouraged to seek member input. If the vacancy is filled by special Club meeting vote, the vote shall be held no more than 30 days after the vacancy occurs, under procedures set by the board.

Section 9. Financial Agreements. With majority approval of the Board, the President and Treasurer shall have the authority and capacity to jointly sign contracts, agreements, deeds of trust, bank documents, closing documents, loan documents, and administer expenses when necessary to conduct Club business.

Section 10. Board Member Removal. Board Members may be removed from office either by (1) a vote of the Board, or (2) by a petition signed by at least 51% of the Voting Members.

Section 11. Board Meetings. Board meetings may be held in person, telephonically, electronically, or any combination thereof. Any decision by the board must be approved by at least four (4) board members, regardless of the number of board members voting. The Board must hold at least one meeting per month, with seven (7) days' notice to members, and an opportunity for the members to add items to the meeting agenda up to 48 hours before the meeting. Meeting minutes shall be available to the members at the Club and on the Club's Internal Communication Platform. Board meetings shall be open to the members; provided, however, the Board may hold a closed meeting for discussion purposes only. Additional board meetings may be called by any Board Member. The Board Member requesting the meeting shall be responsible for scheduling the meeting to obtain a quorum. In cases where a conflict of interest is identified such as if a board member holds a relevant outside interest, the board member in question must abstain from any vote pertaining to such a conflict. If the Board fails to provide the seven-day notice, any Member may, no later than five days after the meeting, require the Board to reconvene within seven days after the member's notice by specifying which items decided by the Board the Member wants reconsidered. If the Member provides that timely notice, the Board shall give adequate notice to the Member as to when they will reconvene to discuss the issues, and shall give the Member an opportunity to speak on the issues before voting.

Section 12. Board Expenses and Fringe Benefits. Board members are not entitled to any compensation for their duties as board members, but may be reimbursed for any expenses they incur on behalf of the club if approved by the board.

Section 13. Proxy Voting. A director may vote by proxy. All proxies must be in writing, bear the signature of the director giving the proxy, and bear the date executed by the director. A director who is represented by proxy in a vote is considered present.

Section 14. Action by Consent. Any decision required or permitted to be made at a meeting of the Board may be made without a meeting if a written consent to the decision is signed by the number of directors whose vote would be necessary to take the action at a meeting. Each written consent must be signed and dated. An electronic signature or other reproduction of a signed writing will be treated as an original. The original signed consents will be placed in the corporate records.

Article IV: Membership

Section 1. Eligibility. Any person who is willing to uphold and comply with the Bylaws of the Club and the rules of the USA Table Tennis Association and the applicable laws of the state of Texas shall be eligible for membership in the Club as provided in these Bylaws, unless expressly prohibited from joining by the Board.

Section 2. Voting Member. Not all Members are eligible to vote in a Member election. To be a Voting Member the person must have been a continuous Member for ninety (90) days before the date of the election and not have any overdue dues. Members with a single membership shall have one vote, and if the Member is under 18 years of age, the member's parent shall vote for the Member. Members having a family membership shall have 2 votes total regardless of the number of Members in the family.

Section 3. Non-member Participant. Any person at the Club who is not currently a member is considered a non-member participant, including non-playing guests.

Section 4. Termination of a Member. A Member may be terminated: (a) by resignation, (b) by lapsing, or (c) by a vote of at least 4 members of the board. Any member may resign from the Club by written notice. A membership will be considered as lapsed and automatically terminated if such member's dues remain unpaid for one calendar month. The board may terminate a person's membership with or without cause.

Article V: Club Meetings

Section 1. Club Meetings. The Club will conduct at least one meeting annually (hereinafter "the Annual Meeting") and other special Club meetings as needed. All Club meetings will be held in Austin at such hour and place as may be designated by the board of directors. Notice of each such meeting shall be posted prominently inside the Club premises and club website and by email at least 7 days prior to the date of the meeting. Voting Members may submit agenda requests to the Secretary until 48 hours prior to the meeting.

Section 2. Special Club Meetings. Special Club meetings may be called by (1) the President, (2) four or more members of the board, or (3) or upon receipt of a petition signed by 20% of the Voting Members and shall be scheduled by the Secretary. Such special meetings shall be held on Club premises at such date, and hour as may be designated by the person or persons authorized herein to call such meetings. Said notice shall state the purpose of the meeting, and no other Club business may be transacted thereat. The quorum for such a meeting shall be the majority of the board plus at least 5 Voting Members.

Section 3. Voting. Voting Members will vote electronically or by paper ballot during a 5-day voting period. Proxy voting by members will not be allowed.

Section 4. Member Request for a Vote. To request a vote, at least 20% of the Voting Members must petition for a Special Club Meeting as described in Section 2 above. Member-requested votes require a majority of the entire voting membership to pass. Member-requested votes may overturn a board decision.

Section 5. Order of Business. All meetings shall be conducted following general guidance of Robert's Rules of Order. Parliamentary procedure is based on the will of the majority; the right of the minority to be heard; protection of the rights of absentees; courtesy and justice for all; and consideration of one subject at a time.

Article VI: The Club Year, Annual Meeting, Elections

Section 1. Club Year. The Club's fiscal year shall begin on the first day of January and end on the last day of December.

Section 2. Annual Meeting. The Annual Meeting shall be held in the second quarter of the year, preferably in May, at which the results of director and officer elections shall be announced. Each retiring officer shall turn over to the successor in office all properties and records relating to that office within 10 days after the election.

Section 3. Nominations. A person must be nominated by another voting member to become a candidate for the board in a board election. The nominee must be a voting member and accept the nomination within the nomination period by signing the form for nominations attached to these Bylaws. There shall be a seven-day nomination period, ending two weeks before voting begins. Any board member accepting a nomination for a position other than the position they currently hold must immediately resign from the board.

Section 4. Elections. The secretary will announce the results of the board member elections at the Annual Meeting. The votes will be counted by the current Secretary and confirmed by the current President. The nominated candidate receiving the greatest number of votes for each position shall be declared elected. In the event of a tie among two or more candidates, the new board shall select the winner among the tied candidates within 24 hours after the Annual Meeting. No one person shall hold more than one board position at any one time.

Article VII: Committees

Section 1. The board may appoint standing committees to advance the work of the Club in such matters as determined by the Board. Such committees shall always be subject to the final authority of the Board. Special committees may also be appointed by the Board to aid it on particular projects. Any committee may be immediately dissolved by majority vote of the Board. In such case, the Secretary shall notify each committee member.

Section 2. Any committee appointment may be terminated by a majority vote of the Board upon verbal notice to the appointee; and the board may appoint successors to those persons whose services have been terminated.

Article VIII: General Club Operation

Section 1. General Club Operation. The board may hire a manager whose duty is to ensure the proper daily operation of the club facility and the associated business. The board has the responsibility of highlighting the manager's duties and guidelines in the form of an employment contract. The manager has authority over day-to-day operating decisions for all provisions specifically granted in their operations contract.

Section 2. Club Rules and Policies. The board shall establish dues, rules and regulations related to normal operation of the Club. These policies shall include a Club Code of Conduct as well as a Policy for Disciplinary Action and Grievances. All non-member participants, members, and Board Members / Officers will be subject to the rules therein. These policies may be amended by the Board of Directors. These Club policies shall be posted in a prominent place at the Club facility, and any person (member, guest, or non-member participant) may be excluded from the facility upon failure to adhere to Club policies. Persons may be excluded for the day by any board member or employee of the Club. No member or non-member participant, including guests, while on ATTC premises, may solicit any person to divert their table tennis consumer spending to another table tennis club.

Section 3. Large Financial Transactions. Financial transactions (whether individually, in a group, or otherwise related) involving any capital improvement project or purchase of over \$10,000 shall be approved by the Voting Members. Transactions between \$1,000 and \$10,000 must be approved by the Board. Transactions under \$1,000 may be approved by either the board or the president with notice to the board. For example, a purchase of 16 table tennis tables costing \$1000 each would need approval from the voting members, even if purchased one at a time.

Section 4. Dues and Admission Fees. Membership dues, payment periods, daily fees, and discounted rates may be amended only by vote of the board of directors.

Section 5. Club Hours and Facilities. Club hours may be amended by vote of the board of directors. Club facilities will be used for the purposes stated in Article II or for such other purposes as determined by the Board of Directors as being consistent with the non-profit character of the Club. If Club hours are amended the Secretary shall post the change and send an email notice to Active Members. Facilities may be used for purposes not expressed in Article II with approval by the board of directors so long as this purpose does not conflict with the laws of the state, applicable IRS regulations, or with the objective and purposes of this Club, and the Board of Directors shall have sole authority to determine whether any activity falls within such scope.

Section 6. Waiver of Liability. The board shall adopt a Waiver of Liability that shall apply to all members and non-member participants. All members agree to the Waiver of Liability for all past and future occurrences, even for times the person is not a member, by accepting a membership. In addition, the Board shall require each member to sign the waiver of liability, but the member will be bound by the Waiver of Liability even if they do not sign it. All non-member participants (including non-playing guests) shall be required to sign the Waiver of Liability, although they are subject to the Waiver of Liability, even if they do not sign one, by entering the Club's premises.

Article IX: Amendments

Section 1. Amendments to the bylaws may be proposed by the Board of Directors or by written petition addressed to the Secretary signed by a majority of the Voting Members. Amendments proposed by such petition shall be promptly considered by the Board of Directors and must be submitted to the Voting Members with recommendations of the Board by the Secretary for a vote within one month of the date when the petition was received by the Secretary.

Section 2. These bylaws may be amended by a majority vote of the Voting Members present and voting at any regular or special meeting called for the purpose, provided the proposed amendments have been included in the notices of the meeting.

Article X: Dissolution

Section 1. The Club may be dissolved at any time by the written consent of not less than three-fourths of the Voting Members. In the event of the dissolution of the Club other than for purposes of reorganization whether voluntary or involuntary or by operation of law, none of the property of the Club nor any proceeds thereof nor any assets of the Club shall be distributed to any members of the Club but after payment of the debts of the Club its property and assets shall be given to a charitable organization qualified under Section 501(c)(3), Internal Revenue Code as selected by the Board of Directors.

Article XI: Arbitration

Section 1. Any controversy or claim arising out the application of these bylaws, or to the breach thereof, shall be settled by arbitration in accordance with and under the rules of commercial arbitration and the judgment rendered by the arbitrator may be entered into any court having jurisdiction thereof. Both parties shall share the costs of arbitration equally. Each party shall be responsible for paying their own attorney's fees and the costs, disbursements and miscellaneous expenses. Any arbitration commenced hereunder shall be held in Austin, Texas. Arbitration will become an option only after the claimant has exhausted all other options to settle the dispute contained in these bylaws or any club regulations, including mediation.

Section 2. Selection of Arbitrator

Notwithstanding any provision of the rules of commercial arbitration, the selection of the arbitrator shall be as follows:

The parties shall first attempt to agree upon an arbitrator. Each side shall submit a list of five (5) acceptable arbitrators to the other side. These submissions shall be simultaneously. If any person's name appears on both lists, that person shall be the arbitrator. If more than one name appears on both lists, the parties shall by agreement select the arbitrator from among those jointly listed. If the parties cannot agree upon an arbitrator by the above or some other process, the presiding district judge in Travis County, Texas, will appoint an arbitrator who shall serve until the matter is resolved or until his death or resignation. Any subsequent arbitrator shall be selected according to the process set out above.

Article XII: Indemnification

Section 1. The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of the board of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

This Article constitutes a contract between the corporation and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

End of Bylaws



ATTC Board Candidate Form

To formalize your acceptance of being nominated to run for the ATTC Board of Directors, please complete the following:

Name:

Nominated Position:

Statement of purpose explaining why you want to be on the board and the priorities driving your candidacy:

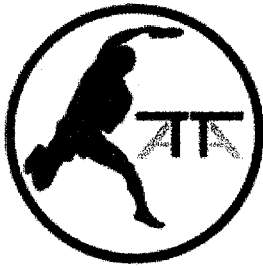
I have read the attached Officer's Oath and Board of Directors Agreement

If elected, I will complete ATTC's New Directors training program.

I have provided a photo which will be used in announcements and other communications regarding the election

Signature

Date



Austin Table Tennis Club

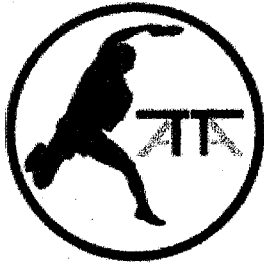
Board of Directors Oath of Office

To be administered to new board members prior to taking office.

"I, **[State Your Name]**, do solemnly swear that I will faithfully execute the duties of a member of the Board of Directors for the Austin Table Tennis Club.

I pledge to uphold the bylaws of this organization, to act with integrity and fairness, and to make decisions that serve the best interests of the club.

I commit myself to protecting the club's assets and to promoting the sport of table tennis with honor and dedication, according to the best of my ability.



Austin Table Tennis Club

Board of Directors Agreement

Introduction

This document outlines the responsibilities, code of conduct, and expectations for all 7 members of the Board of Directors of the Austin Table Tennis Club (ATTC), a non-profit organization. Serving on the Board is a valuable opportunity to contribute to the long-term success of the club and growth of table tennis in the Austin community. This agreement is intended to ensure that all board members understand their legal and ethical obligations.

Board of Directors Agreement

As a member of the Board of Directors of the Austin Table Tennis Club, I understand my legal and ethical responsibilities and commit to the following:

I. Mission and Vision

I pledge to be a dedicated advocate for the mission of the Austin Table Tennis Club:

To promote the physical development of boys, girls, young men and young women by providing facilities, equipment, organization, training and coaching to learn and compete in the sport of table tennis. The Club also provides a forever home that is open to individuals of all ages for practice, competition and training as well as recreational play and camaraderie in an inclusive table tennis community.

I will act in a manner that supports the club's mission and long-term vision.

II. Fiduciary Duties & Legal Obligations

I acknowledge and accept the fundamental fiduciary duties required of a board member of a non-profit organization:

1. **Duty of Care:** I will exercise reasonable care when making decisions for the organization. I will stay informed about club matters, prepare for and actively participate in meetings, and use independent judgment to make decisions in the club's best interest.

2. **Duty of Loyalty:** I will place the interests of the Austin Table Tennis Club at the forefront in making decisions as a board member and I will not usurp club opportunities, engage in interested director transactions (also known as self-dealing transactions) to the detriment of the club, or otherwise take unfair advantage of the club to benefit myself. This includes upholding a strict conflict of interest policy.
3. **Duty of Obedience:** I will ensure the Austin Table Tennis Club remains obedient to its central mission and complies with all applicable federal, state, and local laws and regulations, as well as the club's own bylaws and policies.

III. Code of Conduct

I will conduct myself in a professional and ethical manner that reflects positively on the club.

- **Integrity & Honesty:** I will act with truthfulness and integrity and will not place myself under any obligation to individuals or other organizations that might influence my performance of official duties.
- **Respect:** I will treat fellow board members, club members, volunteers, and the general public with respect, professionalism, and courtesy, even when we disagree.
- **Accountability:** I am accountable for my decisions and actions. I will be as open and transparent as possible about decisions that affect our members while respecting the need for confidentiality in sensitive matters.
- **Confidentiality:** I will maintain the confidentiality of all sensitive, privileged and proprietary information related to the club's finances, personnel, legal matters, and board deliberations.

IV. Responsibilities & Expectations

- **Meeting Attendance:** I will make attendance at all regularly scheduled and special board meetings a high priority. I will notify the Board President or Secretary if I am unable to attend.
- **Active Participation:** I will come to meetings prepared and ready to engage in thoughtful discussion and decision-making.
- **Committee Service:** I will serve on at least one committee or task force and actively contribute to its work.
- **Financial Oversight:** I will assist the board in its responsibility for the financial health of the club, including understanding and approving the annual budget and reviewing financial reports.

- **Ambassadorship:** I will act as a positive ambassador for the club in the community, promoting its programs, events, and mission.
- **Support:** I will publicly support the decisions of the board, even if I was in the minority for a particular vote, unless to do so would violate my other duties and obligations to the Club.

V. Conflict of Interest

I will avoid any actual or perceived conflict of interest. I agree to:

- Immediately disclose any potential conflict of interest to the Board.
- Recuse myself from any discussion or vote on a matter in which I have a conflict of interest.
- Ensure that any such disclosure and recusal is recorded in the meeting minutes.

VI. Acknowledgment

I have read, understood, and agree to abide by the terms outlined in this Board of Directors Agreement. I understand that failure to uphold these commitments may result in my removal from the board, as specified in the club's bylaws.

Board Member Signature

Printed Name

Date