

Article 1: Name

- 1.1 The name of the Association shall be The Saskatchewan Golf Association Inc., doing business as Golf Saskatchewan and referred to as Golf Saskatchewan throughout the following Articles of these Bylaws.

Article 2: Objectives

- 2.1 Golf Saskatchewan is founded on the principle of equality for all persons who play the game of golf and shall:
 - 2.1.1 advance and promote the game of golf as a competitive and recreational sport in the Province of Saskatchewan,
 - 2.1.2 be the Provincial Sport Governing Body for all affiliate clubs,
 - 2.1.3 maintain affiliation with Golf Canada for all of its members, conform to national rules and regulations and collect and remit the prescribed fees of Golf Canada,
 - 2.1.4 promote and maintain, among its affiliated clubs, the National system of Handicapping as established by Golf Canada,
 - 2.1.5 when required, rate the courses of affiliated clubs in accordance with course rating regulations approved by Golf Canada,
 - 2.1.6 establish, conduct and regulate, in conjunction with appointed tournament chairs and committees, Golf Saskatchewan sanctioned golf tournaments and provincial team selections within the province, and
 - 2.1.7 use the funds of Golf Saskatchewan in a responsible manner and in the best interests of golf in Saskatchewan.

Article 3: Membership

- 3.1 Membership shall include any affiliated Golf Club which has registered with Golf Saskatchewan as hereinafter prescribed and which has paid the prescribed annual fees.

There are four types of Golf Saskatchewan / Golf Canada Member Clubs:

- 3.1.1 Category 1: Member Club (Private or Semi-Private Golf Club with real estate)

A Category 1 club has been formed by members who pay annual dues at a private or semi-private golf course to support club operating expenses with the intent of those members playing regularly on that course. Each individual member must pay to the club annual dues required by Golf Saskatchewan and Golf Canada. By reason of its membership, the club undertakes to remit these dues promptly to Golf Saskatchewan. Golf Saskatchewan will issue Golf Saskatchewan /Golf Canada membership/handicap cards to the golf club.

Individual members of Category 1 clubs are individuals who purchase a season pass, yearly pass, yearly passport, are a shareholder at the club, a club/course resident, a life-member, a corporate member, a social member (unless a club's bylaws prohibit the social members from having Golf Saskatchewan / Golf Canada privileges), restricted members, full members, a member of the men's/women's/junior's or senior's section and anyone else who is not a casual greens fee player or public player. These aforementioned people must be affiliated with Golf Saskatchewan and pay membership dues.

Category 1 clubs are defined as a golf club/course owning, managing, and/or operating a golf facility with grass greens, sand greens or equivalent greens having members described above. A Member Club with Real Estate may include a golf club, golf course, golf & country club, golf & curling club, golf resort, golf village, town & country club, regional park, provincial park and national park. Membership fees must be paid in accordance to Subsection 3.2.2.

3.1.2 Category 2: Players Golf Club (A Club without real estate)

A Category 2 club is comprised of an organized group of 10 or more golfers, or such other minimum number as may be agreed between the club and Golf Saskatchewan, in a close geographical region which meets the definition of a Golf Canada golf club, and will play together regularly at one golf course or a variety of golf courses. A Players Golf Club does not have to be based at one golf course. Such a club does not own, lease, manage, operate or control a golf course. It must establish the appropriate committees and otherwise meet all criteria set out for member clubs. Each individual member must pay to the club annual dues required by Golf Saskatchewan and Golf Canada. By reason of its membership, the club undertakes to remit these dues promptly to Golf Saskatchewan. Golf Saskatchewan will issue Golf Saskatchewan /Golf Canada membership/ handicap cards to the golf club.

3.1.3 Category 3: Membership Facility (A Public golf facility without members)

Membership is available for public golf facilities which do not have any Category 1 or 2 members. While such a facility may have one or more Category 2 ("public" or green fee) golf clubs operating on its premises, the facility itself must become a member of Golf Saskatchewan and Golf Canada in order to avail itself of the various programs and services of Golf Saskatchewan and Golf Canada. A facility membership does not permit the distribution of Golf Saskatchewan / Golf Canada membership / handicap cards by the owners or operators of such a facility. A Member Facility may include a golf resort, regional park, provincial park and national park.

3.1.4 Category 4: Golf Saskatchewan Public Players Club

The Golf Saskatchewan Public Players Club has been formed for the benefit of those golfers who do not belong to a Category 1 or 2 member club but wish to be members of Golf Saskatchewan. Each Public Players Club member must pay the annual dues as required by Golf Saskatchewan and Golf Canada directly to Golf Saskatchewan. Golf Saskatchewan will issue Golf Saskatchewan /Golf Canada membership/handicap cards to the players.

3.2 Any Golf Club located in the Province of Saskatchewan may affiliate with Golf Saskatchewan. Affiliation is subject to approval by the Board of Directors and payment of the prescribed annual fees. If more than one group of golfers who applies for membership plays regularly at the same golf course, they shall be considered as one club for the purpose of voting, as outlined in Article 7 of these bylaws.

Each affiliated Club is required to:

3.2.1 receive, reply to and disseminate Golf Saskatchewan correspondence and other information,

- 3.2.2 remit Golf Saskatchewan fees for all individual golfing members of the club as outlined in Section 3.1,
 - 3.2.3 remit facility fees where applicable.
 - 3.2.4 comply with the Handicap Licensing requirements as set out in the current Golf Canada Handicap Manual, and
 - 3.2.5 apply Golf Saskatchewan and national golf standards.
- 3.3 A candidate for membership shall submit the appropriate application, in writing, to the Golf Saskatchewan office, in a form approved by Golf Saskatchewan.
- 3.4 The Board of Directors may, from time to time, create special membership categories and define the terms of the special membership.
- 3.5 Membership shall continue from year to year until in default of payment of such annual dues as may be in effect, or upon failure to comply with such other requirements as may be determined from time to time at Annual or Special Meetings. In such cases, the membership of the club or individual is subject to suspension or cancellation by Golf Saskatchewan and/or Golf Canada. Reinstatement may be subject to such penalty as may be determined by the Golf Saskatchewan Board of Directors.
- 3.6 The Board of Directors, or a Hearing Committee acting in accordance with policy approved by the Board, shall have the power to suspend, terminate, or restrict the membership of any Golf Club or the Golf Saskatchewan privileges of an individual member of a Golf Club whose conduct is found to be in contravention of the bylaws of Golf Saskatchewan, the Code of Conduct for tournament play, or of any other rules and requirements for membership established by Golf Saskatchewan.
- 3.7 Except in the case of non-payment of fees or penalties directly arising from the Rules of Golf, a Golf Club or individual member shall be given the opportunity to appeal such termination of membership or withdrawal of privileges In accordance with the Golf Saskatchewan Dispute Resolution Policy.
- 3.8 If a Golf Club's membership is terminated for non-payment of annual fees, reinstatement can occur only after payment, in full, of the fees for the year in which the default occurred plus the fees for the current year. The Board of Directors may consider extenuating circumstances when deciding whether or not to terminate a Golf Club's membership in Golf Saskatchewan for non-payment of fees.

Article 4: Board of Directors

- 4.1 The affairs of Golf Saskatchewan shall be governed by the Board of Directors. The Board of Directors is a continuing entity and its resolutions and decisions shall remain in force until they have been rescinded.
- 4.2 Composition
- 4.2.1 Members of the Board of Directors shall be members of affiliated Golf Saskatchewan clubs.
 - 4.2.2 The Board of Directors shall consist of nine Directors elected by the electors identified in Subsection 7.5.1 at the Annual General Meeting of Golf Saskatchewan, plus the Immediate Past-President if he/she is not already an elected member of the Board. Every reasonable effort shall be made to ensure that the composition of the Board of Directors provides fair representation throughout the province.

- 4.2.3 Directors shall assume office at the earlier of the conclusion of the meeting in which they are elected or the beginning of a recess of the said meeting called for the purpose of the election of officers.
- 4.2.4 Any member of the Golf Canada Board of Directors or the Golf Canada Governors' Council who is a member of Golf Saskatchewan shall, if not already an elected Golf Saskatchewan Director, be an *ex-officio* member of the Golf Saskatchewan Board of Directors, without voting privileges.
- 4.3 Terms of Directors
- 4.3.1 Directors shall serve a term of three years following their election. Three Directors shall be elected each year, except that in the event of additional vacancies on the Board of Directors, sufficient additional Directors shall be elected to fill the vacancies, with the three candidates receiving the highest number of votes being elected for three years and the candidates receiving the next highest number of votes being elected to fill the terms of the remaining vacancies, from longest to shortest term.
- 4.3.2 Directors shall be limited to serving a maximum of three consecutive three-year terms. The total of terms served of less than three years duration shall not count toward the three-term limit, unless the total of such shorter terms equals or exceeds the equivalent of a three-year term, in which case that total shall be converted into an equivalent number of three-year term(s). Such shorter terms shall not be deemed to interrupt the continuity of three-year terms served prior to and subsequent to the shorter term(s).
- 4.3.3 Should a vacancy occur on the Board of Directors, the Board may fill the vacancy by appointing an interim Director who shall serve until the next Annual Meeting. Such appointments shall be from among the members of a Golf Saskatchewan affiliated club and shall not be subject to the provisions of Subsection 4.3.2.
- 4.4 Board of Directors Meetings
- 4.4.1 A majority of the total number of current Board members present (exclusive of *ex-officio* members as identified in Subsection 4.2.4) shall constitute a quorum for meetings of the Board.
- 4.4.2 Each Director shall have voting privileges at meetings of the Board of Directors, except as noted in Subsection 4.2.4.
- 4.4.3 In the case of a tie vote the motion is defeated
- 4.5 The Board of Directors may from time to time pass any resolutions to govern its own procedures and administration and may elect worthy individuals to the honour of Honorary Life Membership and/or Patron of Golf Saskatchewan.
- 4.6 The Board of Directors shall be responsible for nominating or appointing the representative(s) of Golf Saskatchewan to Golf Canada, subject to the requirements of Golf Canada.
- 4.7 Any Director absent from two consecutive meetings of the Board of Directors shall cease to hold office in Golf Saskatchewan unless excused by the Board of Directors either prior to or following the absences.
- 4.8 Any Director in violation of the Conflict of Interest Guidelines, as outlined in Article 10 of these bylaws, shall have the opportunity to be heard at a meeting of the Board of

Directors to explain his/her position. If the explanation is not satisfactory to the Board of Directors, the Director who is in violation may be removed from office by a majority vote of the Board.

4.9 Indemnification and Insurance

4.9.1 Except as provided in Subsection 4.9.2, Golf Saskatchewan shall indemnify and hold harmless out of the funds of Golf Saskatchewan each director, officer and committee member from and against any and all claims, demands, actions or costs which may arise or be incurred as a result of occupying their position or performing their Golf Saskatchewan duties.

4.9.2 Golf Saskatchewan shall not indemnify a director, officer, committee member or any other person unless the individual acted honestly and in good faith with a view to the best interests of Golf Saskatchewan.

4.9.3 Golf Saskatchewan shall purchase and maintain such insurance for the benefit of its directors, officers, and committee members, as the Board may determine.

4.10 Transition

4.10.1 The terms of all Directors and Officers serving at the time of passage of these amendments shall be extended from October 2009 to the date of the 2010 Annual Meeting, and the period from October 2008 to the date of the 2010 Annual Meeting shall be deemed to be one year for the purposes of the term limits described in Section 4.6 and Section 4.7.

4.10.2 Notwithstanding Subsection 4.4.2, the number of elected Directors shall not be reduced to nine until the expiration of the terms of all Directors serving at the time of passage of these amendments, or until resignations from the Directors serving at the time of passage of these amendments reduce the size of the Board to nine.

Article 5: Officers

5.1 The President, Vice-President, Treasurer and immediate Past-President shall be the Officers of Golf Saskatchewan.

5.2 The President, Vice-President and Treasurer shall be elected annually by the Board of Directors, from among its ranks, at an Organizational Board of Directors meeting immediately following or during a recess of the Annual General Meeting of Golf Saskatchewan.

5.3 The President shall be permitted to take an official leave of absence for personal reasons at any time, in which case the Board of Directors shall appoint the Vice-President as President for the duration of the leave. If the President becomes incapacitated, he/she shall be deemed to be on leave of absence.

5.4 The Vice-President or Treasurer shall be permitted to take an official leave of absence for personal reasons at any time, in which case the Board of Directors shall appoint an Acting Vice-President or Treasurer for the duration of the leave. If the Vice-President or Treasurer becomes incapacitated, he/she shall be deemed to be on leave of absence.

5.5 The President may serve a maximum of two consecutive one-year terms. A Vice-President may serve a maximum of four consecutive one-year terms.

- 5.6 A vacancy in the office of the President shall be filled by the Vice-President. A vacancy in the office of Vice-President shall be filled by election by and from the Board of Directors. An officer so elected shall serve the unexpired term of the office.

Article 6: Committees

- 6.1 At its first meeting following the Organizational Board of Directors meeting, the Board shall appoint the Chairs and members of the following standing committees from the Board of Directors.
- 6.1.1 Finance Committee
 - 6.1.2 Executive Director Evaluation Committee
 - 6.1.3 Nominating Committee
 - 6.1.4 Membership Committee
 - 6.1.5 Such other committees as the Board may deem necessary
- 6.2 The Board may appoint additional members who are not Directors to one or more of the standing committees.
- 6.3 The term of office of all Board standing committees shall expire at the next Organizational Board of Directors Meeting.
- 6.4 Committees shall meet a minimum of once per year and as otherwise required to adequately carry out their assigned responsibilities.

Article 7: General Meeting

- 7.1 The Annual General Meeting of Golf Saskatchewan shall be held within 120 days of the end of the previous fiscal year, at a time and place as designated by the Board. The audited financial statement for the previous year shall be presented at this meeting. The election of members to the Board of Directors shall also be carried out at this meeting.
- 7.2 A Special General Meeting of Golf Saskatchewan may be called at any time by the President, by giving not less than fifteen days notice of the said meeting. A Special General Meeting shall be called by the President upon written request of at least ten percent of member golf clubs or a majority of the Board of Directors. At Special General Meetings no business shall be transacted other than that for which the meeting was called.
- 7.3 Fifteen eligible voters, as specified in Section 7.5 below, personally present shall constitute a quorum at any Annual or Special General Meeting.
- 7.4 The President shall preside at all Annual and Special General Meetings. In the absence of the President, the Vice-President shall chair the meeting. In the absence of both the President and the Vice-President, the meeting shall elect a pro tem chair from among the Directors present.
- 7.5 Voting
- 7.5.1 Membership at large of the Association may attend and participate in discussions, but voting on resolutions and the elections of Directors shall be limited to two designated representatives from each affiliated Golf Club and members of the Board of Directors in attendance at said meeting
 - 7.5.2 Clubs must advise Golf Saskatchewan, in writing, of the identity of their voting delegates. It is the sole responsibility of the member clubs to designate their

voting delegates. Golf Saskatchewan shall not be responsible for determining the voting delegates should more than two representatives of a member club be present at a General Meeting.

- 7.5.3 Directors may not be delegates of member clubs
- 7.5.4 Employees of Golf Saskatchewan may not be delegates of member clubs.
- 7.5.5 There shall be no voting by proxy.
- 7.5.6 In the case of a tie vote the motion is defeated.
- 7.6 Advance notification of the date and location of the Annual meeting shall be provided to member clubs and all Directors at least forty-five days prior to the meeting.
- 7.7 Any Special Business to be brought before an Annual General Meeting by a member club shall be submitted in writing to the Executive Director at least thirty days prior to the date of the meeting.
- 7.8 Formal Notice of Meeting and Agendas of Annual and Special General Meetings shall be provided to member clubs and all Directors at least fifteen days prior to the date of the meeting.
- 7.9 Annual Meeting Election Procedures
 - 7.9.1 The deadline for the receipt of nominations for Director shall be 4:00 p.m. on the Monday immediately preceding the date of the Annual General Meeting at the office of the Association. All nominations must be submitted on a form approved by the Board and must include the signature of the nominee accepting the nomination and acknowledging that he or she has read the available information describing the duties, responsibilities and expectations of a Director.
 - 7.9.2 The Nominating Committee Chair shall become the meeting Chair for the purpose of conducting the elections at the Annual General Meeting of Golf Saskatchewan.
 - 7.9.3 Nominations received in accordance with Subsection 7.9.1 shall be presented by the Nominating Committee.
 - 7.9.4 Voting shall be by secret ballot and voting rights shall be as specified in Section 7.5.
 - 7.9.5 In the case of a tie vote, a second ballot will be cast involving only those nominees involved in the tie. Should there still be a tie vote following the second cast ballot, the President (or the Vice-President or other Director elected to chair the General Meeting) shall cast the deciding vote.
 - 7.9.6 The Nominating Committee Chair shall announce the results of these elections.

Article 8: Executive Director

- 8.1 Golf Saskatchewan shall employ an Executive Director who shall be responsible to the Board of Directors for the efficient management of the organization within the budgets and policies established by the Board of Directors.

Article 9: Financial

9.1 The fiscal period of Golf Saskatchewan shall be from January 1st to December 31st.

9.2 Audit

9.2.1 The books and accounts of Golf Saskatchewan shall be examined at the end of the fiscal year, before the next Annual Meeting. The Auditor's Report shall be presented at the Annual Meeting. An audited Financial Statement of the current year shall be made available to all member clubs.

9.2.2 A duly qualified auditor shall be appointed at the Annual General Meeting for the next year's audit.

Article 10: Conflict of Interest

10.1 Directors or employees of Golf Saskatchewan shall not accept expenses, honorariums or other benefits exceeding \$500 in value from golf related sources outside Golf Saskatchewan or Golf Canada without prior full disclosure and authorization.

10.2 Any Director or employee who has a financial interest in a company bidding on a contract with the Association shall make such interest known to the Board and shall not participate in the decision to award the said contract. This section shall also apply in cases where a close relative of the Director or employee has a financial interest.

10.3 Directors or employees of Golf Saskatchewan shall not present themselves as representing Golf Saskatchewan in any personal business or other personal activities.

Article 11: Amendments to the Bylaws

11.1 The Bylaws of Golf Saskatchewan may be amended, added to or repealed in whole or in part by a two-thirds (2/3) majority vote at any General Meeting of the members.

Notice of proposed amendments must be submitted in writing with specific wording to the Executive Director at least thirty days preceding a General Meeting, who in turn shall so notify all member clubs at least fifteen days prior to the date of the meeting.

Article 12: Corporations Branch of Saskatchewan

12.1 Golf Saskatchewan shall file the audited financial statement and annual return in accordance with the Non Profit Corporations Act of the Province of Saskatchewan.

Article 13: Dissolution of Golf Saskatchewan

13.1 Any assets remaining upon dissolution of Golf Saskatchewan and after the payment and satisfaction of its debts and liabilities shall be given to the Golf Canada Foundation or its successors.