



## ANNEXURE 2

### B.A.S.S. Nation Application Checklist and General Information

Please check all of the following requirements before sending in your application for affiliation with the B.A.S.S. Nation.

#### I. Membership Application Requirements

- Must have at least six members
- Must have 100% B.A.S.S. membership
- All new B.A.S.S. memberships must be pre-paid and submitted with application
- Current B.A.S.S. members must include their membership number on application
- Must submit \$30 (per member) for B.A.S.S. Nation dues at the time you send in your application
- Must submit complete mailing address, e-mail and phone numbers with application

#### II. Constitution and Bylaws Requirements

- Must contain amendment stating that you will, at all times, maintain 100% B.A.S.S. membership
- Must contain amendment stating that a complete membership roster will be submitted to B.A.S.S. annually
- Must contain amendment stating that your club will belong to and support your state B.A.S.S. Nation
- Must contain amendment stating that all members must be in good standing with the state chapter

#### III. Letter of Authorization

- Must be signed by club president and returned to B.A.S.S. headquarters

Once you have completed the above requirements, send your membership application along with your B.A.S.S. Nation member dues and a copy of your constitution and bylaws with a signed letter of authorization to:

B.A.S.S. Nation Department  
3500 Blue Lake Drive, Suite 330  
Birmingham, AL 35243



### **More General Information:**

- Great fellowship and the opportunity to learn more about fishing comes from associating with fellow B.A.S.S. members through chapter affiliation.
- Affiliation with your state B.A.S.S. Nation of B.A.S.S. chapters gives you the chance to help promote and protect your bass fishing interests on both state and national levels.
- A subscription to *B.A.S.S. Times®* Magazine, a monthly publication that provides coverage from the Bassmaster® Tournament Trail, news on youth and conservation issues and reports on chapter activities from across the nation. A \$24 value.
- Youth programs that collaborate with partners and agencies on the local, state and national level further enhance or develop new outdoor youth programs.
- Junior Bassmaster competition opportunities on club, state and divisional levels that can ultimately lead to Bassmaster Junior World Championship qualification.
- You are eligible to compete in state B.A.S.S. tournaments, the prestigious B.A.S.S. Nation Divisional Tournament and the B.A.S.S. Nation Championship presented by Yamaha Outboards and Skeeter Boats.
- You have an opportunity to earn one of six Bassmaster Classic® berths.
- An insurance program that provides \$1 million liability coverage for your sanctioned club events.
- These benefits are for B.A.S.S. Nation members only! Anglers across the country are forming new chapters each year in order to receive these unique B.A.S.S. Nation benefits.

For a complete summary of benefits, visit [www.bassmaster.com/nation](http://www.bassmaster.com/nation).



## Chapter Member List

The NBAA will submit a full membership list of all B.A.S.S. members to the B.A.S.S. on an annual basis and will include the information requested below:

### OFFICERS

#### President

Member No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Business Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

#### Secretary

Member No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Business Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

### CLUB MEMBERS

Name \_\_\_\_\_  
Member No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Business Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

Et Al.



## **Suggested Bylaws for a B.A.S.S. Nation Chapter**

(as followed in the NBAA – Namibia B.A.S.S. Nation Chapter constitution and House Rules and Annexures)

\_\_\_\_\_  
CHAPTER NAME

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

These bylaws are offered as a basis for your new chapter. They are, of course, not ironclad and can be modified, if necessary, for your particular group before submitting them to the national organization for certification. If your group is one that is already formed and operating under established bylaws, please add the Article for Membership (II) and the Article for Affiliation (VI) and a copy to B.A.S.S. for approval.

### **ARTICLE I – Name and Purpose**

#### **Section 1: Name**

This chapter shall be called the:

\_\_\_\_\_  
NAME OF CHAPTER

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

#### **Section 2: Purpose**

To stimulate public awareness of bass fishing as a major sport. To offer our state conservation department our organized moral and political support and encouragement. To promote full adherence to all conservation codes and to demand adequate water standards. To detect and report any polluter and call public and political attention to his/her crime. To improve our skill as bass anglers through a fellowship of friendly exchange of expert bass-catching techniques and ideas, and to promote and encourage youth fishing and a love for this great recreation. To function as a dynamic and effective link with other chapters of the state B.A.S.S. Nation, embracing the principles and purposes of B.A.S.S.®.

### **ARTICLE II – Membership**

#### **Section 1: Number of Members**

The chapter shall begin with and maintain at least six members.

#### **Section 2: Requirement for Regular Membership**

To become a chapter member, a person shall:

- (a) Voluntarily express a genuine interest in membership.
- (b) Be a member of B.A.S.S. (See ARTICLE VI for affiliation requirements.)

- (c) Be a member of the state B.A.S.S. Nation.
- (d) Be recommended by two members at a regular monthly meeting.
- (e) Be voted on by membership. Vote shall be by secret ballot and affirmation shall be unanimous.
- (f) Be 16 years of age.

### **Section 3: Requirements for Junior Membership\***

To become a junior member of an adult chapter, a person shall:

- (a) Voluntarily express a genuine interest in membership.
- (b) Be under 16 years of age.

\*Junior members are not required to pay national membership dues and are not entitled to the benefits of a regular member. The acceptance of junior members will not affect a club's liability insurance policy. Junior members may not hold office in an adult club nor may they be voting members. At age 16, junior members may continue membership by joining the club as a regular member. Junior membership ceases on a person's 16th birthday.

### **Section 4: Membership Dues**

The membership dues shall be \$\_\_\_\_\_ annually, initially payable upon being voted into the chapter, \$30 of which shall be for B.A.S.S. Nation dues and \$\_\_\_\_\_ of which shall be for chapter dues. B.A.S.S. membership dues are also required at the current rate. (See ARTICLE VI, Section 1 for state affiliation requirements.)

### **Section 5: Meetings of Members**

The membership shall hold regular meetings at pre-established times.

## **ARTICLE III – Officers, Elections, Vacancies, and Eligibility**

Officers shall conduct the affairs of the Chapter in a manner consistent with these Bylaws. To protect the Chapter, B.A.S.S. Nation members, and B.A.S.S., Chapter Officers may not hold positions higher than the club level within any other B.A.S.S. Nation-type organization. In addition, the State B.A.S.S. Nation Board of Directors is required to be comprised of members who are free to serve the State and its members without a conflict of interest. B.A.S.S. Nation State Board Members and Officers are not permitted to hold positions within any other B.A.S.S. Nation-type organization. Any State Board Member or State Officer, or an employee of any other B.A.S.S. Nation-type organization will not be permitted to hold an office within the B.A.S.S. Nation at any level.

### **Section 1: Officers and their Duties**

The officers of the chapter shall consist of:

- (a) **President:** Preside over all meetings and direct all official business. Appoint and be an ex-officio member of all committees. Supervise all club functions.
- (b) **Vice President:** Act as program chairman, assist the president in his/her duties and preside in the absence of the president.
- (c) **Secretary:** Maintain accurate minutes of all regular and special meetings as called for by the chapter president. Maintain regular liaison between your chapter and the B.A.S.S. Nation and the state B.A.S.S. Nation chapter.
- (d) **Treasurer:** Collect and disburse all monies. Maintain accurate financial records and present a current balance report at each regular meeting. Prepare an annual audit for review by the chapter board of directors. The chapter may vote that the treasurer and any other officer handling chapter funds must be bonded.
- (e) **Conservation Chairman:** Serve as liaison between the chapter and state and national conservation/environmental agencies. Plan chapter conservation projects and attend all local and state conservation meetings/hearings.
- (f) **Youth Chairman:** Organize all youth activities and programs. Coordinate youth events and start a Junior Bassmaster Chapter when the chapter is ready for this sponsorship.

### **Section 2: Elections**

The election of officers shall be held annually at a regular meeting during the month of \_\_\_\_\_. Election shall be by simple majority of members present. Election for each officer shall be held separately in the

order listed in ARTICLE III, Section 1.

### **Section 3: Eligibility of Vote**

Each member is entitled to one vote. Proxy votes are not permitted.

### **Section 4: Term of Office**

The term of office is for one year, which shall begin on \_\_\_\_\_ and end on the last meeting day of \_\_\_\_\_ or until the successor assumes office.

### **Section 5: Vacancies**

In the event of an office becoming vacant, nominations shall be asked for and an election held to fill the unexpired term of the individual vacating the office. National B.A.S.S. headquarters shall be notified immediately of the change of any officers.

### **Section 6: Eligibility for Holding Office**

To be eligible for an office a member must:

- (a) Have been a member for six months. (Six months' requirement waived during first 12 months of chapter existence.)
- (b) Have attended at least 75% of the chapter meetings and 75% of chapter functions during a 12-month period.
- (c) Have shown an active interest in all chapter functions.
- (d) Maintain current B.A.S.S. membership.

## **ARTICLE IV – Standing Committees**

All standing committees will serve for one year or until a new committee is appointed. The terms of the committee members will coincide with that of the president. Each committee shall elect a chairman.

(a) **Board of Directors:** The board of directors will consist of seven members: president, vice president, secretary, treasurer, immediate past president and two members elected at large by majority vote of the members present at the December regular meetings.

(1) The president will call all meetings of the board of directors and preside at such meetings.

(2) The secretary will record the minutes of these meetings.

(3) The board will rule on all tournament rules infractions, chapter bylaws violations and all protests when appropriately received.

(4) The board will develop agendas for the monthly meetings.

(b) **Youth Committee:** The purpose of this committee shall be to plan, organize and implement a chapter youth project; to introduce young people to the goals of B.A.S.S.; to give them a basis of respect for our national heritage and an appreciation of the basic rules for honesty, integrity, fair play and good sportsmanship; and to give them an introduction to the sheer joy of fishing.

(c) **Conservation Committee:** The purpose of this committee shall be to protect our natural environment from harmful change; to document and report to the proper authorities violations of local, state and federal antipollution laws, statutes, regulations, ordinances and other regulatory devices; to take legal action where appropriate; to undertake informational and educational programs to bring public awareness of threats to our environment; and to take a leadership role in repairing the harm that has already been done to the life-giving waters of America.

(d) **Tournament Committee:** The purpose of the tournament committee shall be to plan, organize and operate all chapter tournaments. The tournament committee will draft tournament rules, which must then be approved by the general membership. The committee will keep tournament records, enforce all tournament rules, investigate all protests concerning tournaments and make recommendations to the board of directors.

## **ARTICLE V – Removal of Membership**

### **Section 1: Removal of Membership**

Members may be dropped from the membership roll for the following reasons:

- (a) Failure to pay dues.
- (b) Any action that would reflect dishonor and disgrace on the chapter and/or B.A.S.S..

- (c) Failure to attend 50% of the chapter meetings and 50% of chapter functions during a 12-month period.
  - (d) Disqualification for any reason from participating in B.A.S.S.-sponsored events, including disqualification for use of drugs or alcohol.
- Note: Military deployment exempt.

## **ARTICLE VI – Affiliation**

### **Section 1: Requirements for Affiliation**

- (a) Approval of chapter charter by B.A.S.S..
- (b) Update B.A.S.S. with chapter membership roster once each year. Annual update cycle begins each year on Nov. 1.
- (c) Names and addresses of new members joining the chapter during the year must be submitted online to B.A.S.S. as they occur. (See ARTICLE II, Section 3 for dues requirements.)
- (d) Maintain 100% B.A.S.S. membership.
- (e) Must affiliate with the state B.A.S.S. Nation and support its conservation and youth programs. Any additional requirements that the state B.A.S.S. Nation establishes for chapters, such as membership, dues, attendance at meetings, etc., would be necessary for the chapter to participate in the state qualifying tournament(s) and any other B.A.S.S. Nation-sponsored tournaments or events.

## **ARTICLE VII – Method of Amending the Bylaws**

### **Section 1: Amending the Bylaws**

The bylaws may be amended at any regular meeting by a two-thirds vote of the members present, provided written notice of the proposed amendment has been presented to the membership at least one regular meeting prior to the vote.

We, the undersigned charter members, do hereby agree to the above bylaws and the commencement of the chapter on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

President (contact information is available on Bassmaster.com/nation).



### **B.A.S.S. Federation Nation Club Letter of Authorization**

B.A.S.S., LLC ("B.A.S.S. or Licensor") is the owner of various trademarks and service marks including, among others, the "B.A.S.S." emblem (indicating membership in B.A.S.S.), "Bassmaster®" (indicating membership in B.A.S.S.), and Bassmaster® (for a magazine) (collectively, the "Licensed Trademarks"), which are registered in the United States Patent and Trademark Office.

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Name of your State Organization/Licensee

Subject to the express terms, conditions and procedures on the Letter of Authorization, Licensor hereby grants to Licensee, and Licensee hereby accepts, a limited non-exclusive, non-transferable revocable license for the duration of the Term (as defined below), unless earlier terminated in accordance with the terms hereof, as follows:

To use such trademarks and service marks during its affiliation with Licensor provided that:

1. All use of the Licensed Trademarks shall be subject to the control of the Licensor according to standards and regulations established and/or as modified from time to time at Licensor's sole discretion.
2. The term of this Letter of Authorization shall be effective commencing Jan. 1, 2012, and concluding Dec. 31, 2012 ("the term"). At the end of the term, the Licensed Trademarks may no longer be used unless a Letter of Authorization is executed by both parties and any monies payable to B.A.S.S. by Licensee are satisfied. Upon termination of permission the Licensee will immediately discontinue all use of the Licensed Marks, including use of such marks as part of a trade name or organization name, and shall not thereafter use any trademark or service mark identical to, or confusingly similar to, the trademarks and service marks of B.A.S.S. All indicia bearing such Licensed Trademarks shall be promptly (i.e., within sixty (60) days) destroyed or returned to B.A.S.S. (at the sole option of B.A.S.S.).
3. Licensor is and shall remain the sole owner of the Licensed Trademarks, as well as all the trademarks and logos derived from the Licensed Trademarks, during the Term of this Agreement or thereafter. Any and all goodwill arising or derived from the usage of the Licensed Trademarks by Licensee shall inure to the benefit of Licensor. Licensee agree that neither during nor after termination of this Agreement shall it or its successors or assigns assert any claim to such goodwill, such goodwill being the sole property of Licensor. Nothing herein will give Licensee or any third party any right, title or interest in or to any of the Licensed Trademarks other than the License herein.
4. Licensor agrees that it will not do or cause to be done any act of thing contesting or in any way impairing or tending to impair the Licensee's right, title or interest in or to any of the Licensed Trademarks or the goodwill inherent therein. Licensee shall not register in its own name or in the name of any third party, or otherwise claim ownership of, the licensed trademarks, or any marks derived therefrom in any other country or territory in the world.
5. If Licensee should learn of any infringement or passing off or threatened infringement or passing off to the Licensed Trademarks or any similar marks, or if any third party alleges to claim that the Licensee's use of all the Licensed Trademarks are causing, or are likely to cause deception or confusion to the public, Licensee shall promptly notify Licensor. Licensor shall have the right to control such proceeding or defense, in its sole discretion, and Licensee shall fully cooperate with Licensor in such efforts. Nothing



herein, however, shall be deemed to require Licensor to enforce the Licensed Trademarks against others.

6. Licensor shall have the right to approve all signs, patches, promotional literature, or other materials displaying its trademarks or service marks and upon its request, samples of such materials shall be promptly provided to Licensor for its inspection and approval. If approval is withheld, denied or withdrawn by Licensor no further use shall be made of such signs, patches, promotional literature or other materials.

7. Licensor may terminate this permission to license to use the trademarks and service marks at any time if, in its sole and absolute discretion, the trademarks and service marks are not being used in accordance with the standards and regulations established by B.A.S.S.

8. Licensee shall not have the right to assign its rights hereunder and any purported assignment shall be null and void.

9. All remedies hereunder, including, without limitation, the termination of this agreement, and all other remedies provided at law or in equity will be deemed cumulative and not exclusive.

10. No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power or remedy. No waiver of any provision of the Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver by either party of any provision of the Agreement will not be construed as a waiver of any other provision of this Agreement, nor will such waiver operate as or be construed as a waiver of such provision respecting any future event or circumstance.

11. All rights that are not explicitly granted to Licensee herein are expressly reserved by Licensor.

12. Nothing in this Agreement shall be construed to prevent Licensor from granting any other licenses for utilizing the Licensed Trademarks in any manner whatsoever.

13. This Agreement will be construed under the laws of the State of Alabama. Licensee consents to exclusive jurisdiction and venue in Jefferson County, Alabama, for any dispute between the parties related to the agreement.

Sincerely,

Director, B.A.S.S. Federation Nation

Accepted and agreed:

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Name of your Club Organization/Licensee

By:

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Club President

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Date