



INDIAN MOTORCYCLE RIDERS GROUP® CHARTER

PREAMBLE

Indian Motorcycle Riders Group® is an organization for Indian Motorcycle® owners and enthusiasts alike. The Indian Motorcycle Riders Group® was founded and is supported by Indian Motorcycle®. To celebrate the choice, you as an owner, have made in purchasing an Indian Motorcycle®, Indian Motorcycle® Riders Group offers you additional benefits, support, and services to continue fueling your passion for riding.

ARTICLE 1 – PURPOSE

1. Engage Indian Motorcycle® owners and enthusiasts in your local area to get out, ride their bike, and enjoy the heritage that is Indian Motorcycle®.
2. Promote responsible, safe motorcycle riding by conducting chapter activities and encouraging participation in events, rides, and other activities in a responsible and safe manner.
3. Foster community support and involvement through events, rides, fundraisers, and other charitable activities.

ARTICLE 2 – APPLICATION AND TERM OF RELATIONSHIP

Each Chapter's affiliation with Indian Motorcycle® is for one-year (1) and is subject to an annual review and approval by the national Indian Motorcycle Riders Group® office. This is to ensure that all Indian Motorcycle Riders Group® members are receiving quality experiences and enjoying their ride.

ARTICLE 3 – SPONSORSHIP

1. Each Chapter must be affiliated with a local dealership.
2. An authorized Indian Motorcycle® dealership can only sponsor one Indian Motorcycle® Riders Group chapter at one time.
3. Sponsoring dealerships have the authority to require that the sponsoring chapter conducts all activities in a manner that meet or exceed the dealerships standards. This includes upholding the goals that have been chosen by the dealership and Chapter upon chapter formation or renewal.
4. The sponsoring dealership must approve all content that is published and created. This includes, but is not limited to, newsletters, website content, social media, advertisements, and apparel. Indian Motorcycle® will hold the sponsoring dealership accountable for what is published by its sponsored Chapter.
5. All dues collected by the Chapter can only be used to conduct Chapter business and benefit the Chapter's growth.
6. It is recommended that the local Chapter sponsoring dealership to set and collect local dues. This should not exceed \$25 per member.
7. The sponsoring dealership will pay Indian Motorcycle Riders Group® a startup fee of \$1,500 to cover startup and application costs.





INDIAN MOTORCYCLE RIDERS GROUP® CHARTER

ARTICLE 4 – NAME AND AFFILIATION

1. Indian Motorcycle Riders Group® a division of Indian Motorcycle® Company, is the overall governing body for each and every chapter. All chapters must be affiliated with Indian Motorcycle Riders Group®.
2. Each sponsoring chapter must follow this Charter and to the operating policies of Indian Motorcycle®.
3. The city or locale of the sponsoring dealership shall be included in the name of the chapter.
4. Indian Motorcycle® will approve all chapter names and logos prior to their usage.
5. Indian Motorcycle® may rescind its recognition of any chapter if it determines, in its sole and absolute discretion, that a chapter is not adhering to the Charter. Additionally, any dealership may also rescind its sponsorship of a chapter at any time. In that event, the Indian Motorcycle® will review the chapter's activities and decide, in its sole and absolute discretion, whether to allow the chapter to continue its Indian Motorcycle Riders Group® affiliation.

ARTICLE 5 – TRADEMARK / DOMAIN NAME LICENSE

1. The trademarks [Indian Motorcycle Riders Group®], [Indian Motorcycle Riders Group®] and the following [Indian Motorcycle Riders Group®] logos (the “[Indian Motorcycle Riders Group®] Trademarks”) are owned by Indian Motorcycle® International, LLC. Approval or renewal of a local chapter under the Charter shall constitute a limited, revocable license to use the Indian Motorcycle Riders Group® Trademarks and a domain name composed at least in part of the Indian Motorcycle Riders Group® Trademarks (an “Indian Motorcycle Riders Group® Domain Name”) together with the official Chapter name and with material related to Chapter activities for the term of this Chapter.



2. The Indian Motorcycle Riders Group® Trademarks may not be altered in any way and may not be used in combination with other words or graphics. This license is limited to the Indian Motorcycle Riders Group® Trademarks and the Indian Motorcycle Riders Group® Domain Name. Any use of an Indian Motorcycle Riders Group® Domain Name must be pre-approved in writing by Indian Motorcycle Riders Group®.

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INDIAN MOTORCYCLE RIDERS GROUP® CHARTER

ARTICLE 5 – (CONTINUED)

3. Chapters may not use any other Indian Motorcycle® trademark or any other trademark or domain name composed at least in part of a trademark owned by Indian Motorcycle® International, LLC. Use of an Indian Motorcycle Riders Group® Domain Name by the Chapter must comply with the following conditions:
 - a. All fees and costs associated with the hosting, registration, renewal and maintenance of the Domain Name are the exclusive responsibility of the Chapter;
 - b. Registration of the Domain Name must be in the name of Polaris Industries Inc. and further must list Polaris Industries Inc. as the “Registrant” of the Domain Name;
 - c. The Chapter can be listed as “Administrative” and “Technical” contact in the domain name registration;
 - d. The Chapter agrees to relinquish all management of the Domain Name to Polaris Industries Inc. upon five (5) days written notice from Polaris Industries Inc., or immediately upon termination of the Charter.
4. The Indian Motorcycle Riders Group® logo shall only be displayed with the approved Chapter name and logo. The Chapter name will only be displayed in the area above the Indian Motorcycle Riders Group® logo.





INDIAN MOTORCYCLE RIDERS GROUP® CHARTER

ARTICLE 5 – (CONTINUED)

5. The limited license for the chapter use of the Indian Motorcycle Riders Group® Trademarks and Indian Motorcycle Riders Group® Domain Name terminates automatically if this Charter ceases to be in effect between Indian Motorcycle Riders Group® and the sponsoring dealership or the chartered Chapter fails to operate in accordance with this Charter. Indian Motorcycle Riders Group® reserves the right, in its sole and absolute discretion, to terminate a Chapter's limited license to use the Indian Motorcycle Riders Group® Trademarks and Indian Motorcycle Riders Group® Domain Name at any time upon written notice. Upon receipt of such notice, the Chapter must immediately cease and desist all use of the Indian Motorcycle Riders Group® Trademarks and Indian Motorcycle Riders Group® Domain Name.
6. The Chapter will provide such assistance as may reasonably be requested by authorized licensees of Indian Motorcycle® International, LLC. to protect the Indian Motorcycle Riders Group® Trademarks and Indian Motorcycle Riders Group® Domain Name.
7. Use of the Indian Motorcycle Riders Group® Trademarks and Indian Motorcycle Riders Group® Domain Name by a Chapter ensures exclusively to the benefit of Indian Motorcycle® International, LLC.
8. The Chapter agrees to release, defend, indemnify and hold Indian Motorcycle® International, LLC., its parents, subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, incurred or made by any third party due to or arising out of or in any way connected with such Chapter's use of the Indian Motorcycle Riders Group® trademarks, Indian Motorcycle Riders Group® Domain Name or associated website.



INDIAN MOTORCYCLE RIDERS GROUP® CHARTER

ARTICLE 6 – MEMBERSHIP

1. Indian Motorcycle® owners are welcome to join any Indian Motorcycle Riders Group® chapter as long as they are a member of Indian Motorcycle Riders Group®
2. It is the sole responsibility of the owner to provide proof of his/her Indian Motorcycle® Riders Group membership to be eligible for local chapter membership. If a chapter member's membership with Indian Motorcycle Riders Group® expires, that expiration will automatically terminate the member's local chapter membership as well.
3. Local chapters shall monitor and ensure that all chapter members are current members of Indian Motorcycle Riders Group®
4. The sponsoring dealer has the authority to suspend or terminate membership in the local chapter if the dealer determines that a local chapter member's conduct is inconsistent with the Charter, the sponsoring dealer's standards, or the then current standards or interests of Indian Motorcycle®

ARTICLE 7 – DUES

1. Chapters may be set up under multiple different legal entity structures. Please consult with your legal, financial and/or tax advisor to determine the most appropriate structure for your chapter. It is recommended that the chapter receive all of its revenue through yearly dues from its local chapter members to defray the administration costs of the chapter.
2. To raise funds to cover operating expenses or to support legitimate charitable causes, chapters may conduct lawful fundraising activities. The sponsoring dealer must approve all fundraising activities.

ARTICLE 8 – OFFICERS

1. Indian Motorcycle® recommends that the chapter have between three to five officers: either a President, Vice President, Treasurer, Secretary, or Marketing officer. Other officers can be appointed as needed.
2. The sponsoring dealership may establish the process for selecting and electing chapter officers, including, without limitation, establishing voting or appointment procedures.
3. Sponsoring dealerships also have the authority to assume responsibilities of any officer position and to remove any chapter officer if the sponsoring dealer determines in its sole and absolute discretion that the officer is not embracing and adhering to the policies of the Charter.
4. Provided that such standards are consistent with the Charter and the then current standards set by Indian Motorcycle®, the sponsoring dealership may establish and enforce additional performance standards for the chapter.
5. Sponsoring dealership must monitor and provide assurances to Indian Motorcycle® that its sponsored Chapter is following the Charter and the Operating Policies.





INDIAN MOTORCYCLE RIDERS GROUP® CHARTER

ARTICLE 8 – (CONTINUED)

6. The primary officers shall have the following roles:
 1. **President** – Work with the sponsoring dealer to uphold the Chapter Charter and Operating Policies. Responsible for chapter operations, meetings, and implementation of Indian Motorcycle Riders Group® policies.
 2. **Vice President** – Act on behalf of the President on all chapter business during the absence of the President, assist the President as needed, and promoting membership.
 3. **Secretary** – Oversee administrative duties of the chapter, including recording chapter minutes, helping the group increase and maintain membership, and submitting any forms / reports to the national Indian Motorcycle Riders Group® office. He / She is also responsible for obtaining, filing, and maintaining records of all insurance and injury release forms.
 4. **Treasurer** – Maintain the group's financial accounts, pay all expenses, provide financial reports to the group, manage all charitable contributions and distribution of contributions, and submit annual financial statement to the national Indian Motorcycle Riders Group® office.
 5. **Marketing Director** – Advertise events to group members and ensure that all communication pieces and chapter business is being communicated with members. They also maintain brand integrity and brand standards to those of Indian Motorcycle® and order any needed marketing materials or apparel. They also assist with the planning and execution of Chapter events.
7. The optional officers shall have the following roles and responsibilities:
 1. **Activities Director** – Plan activities for the Chapter as the Chapter sees fit and oversee the administrative planning, logistics, and other duties of events.
 2. **Road Director and Officer** – Plan ride routes for Chapter events, guide Chapter rides, and keep the Chapter informed of all safety requirements.
 3. **Photographer** – Take and organize Chapter photos. Submit photos to the national Indian Motorcycle Riders Group® office and upload them to the Chapter website.
 4. **Membership Director** – Ensure new members have Indian Motorcycle Riders Group® memberships, welcome and interact with new members at Chapter meetings and events and manages online member list.
 5. **Editor** – Write, edit, and distribute Chapter publications. Present any publications to dealer for approval.
 6. **Web Director** – Edit and update Chapter website and social sites.
8. Review office duties within the officer position tab of this handbook



INDIAN MOTORCYCLE RIDERS GROUP® CHARTER

ARTICLE 9 – ACTIVITIES

1. Each local Chapter shall be solely responsible for planning and executing on the required amount of activities per year.
2. Chapters must conduct a minimum of 8 activities a year. These activities can be rides, dinners, games, lunch and learns, etc.
3. These events and activities must be alcohol free and safe activities that promote a positive image of motorcycle riding and Indian Motorcycles,® and that appeal to Chapter members.

ARTICLE 10 – CHAPTER PUBLICATIONS

1. The official Chapter name and number shall be prominently identified on all materials published by the Chapter.
2. All publications by the local Chapter, in whatever form or media, shall be timely reviewed and approved in advance by the sponsoring dealer.
3. Indian Motorcycle® reserves the right to terminate any Chapters if it determines, in its sole and absolute discretion, that a Chapter's publications are detrimental to the image of, or are inconsistent with the then current brand standards of Indian Motorcycle®.
4. A copy of all Chapter publications must be sent to Indian Motorcycle Riders Group® along with the Chapter's annual application as before a chapter will be considered for renewal.

ARTICLE 11 – USE OF FUNDS UPON DISSOLUTION OR LIQUIDATION

If a Chapter should dissolve or liquidate, all remaining funds, assets and property of the Chapter shall be first used to pay off any and all outstanding debts, liabilities or payment obligations of the Chapter and to cover all necessary expenses of the Chapter. If any funds or assets remain thereafter, they shall be distributed to one or more charitable organizations of the Chapter's choosing that legally qualify as an exempt organization. No Chapter funds, assets or property may be distributed to any Chapter officer, member, and private individual or for profit business.

ARTICLE 12 – ADOPTION OF CHARTER AND CHAPTER BY-LAWS

1. All Chapters shall adopt this Charter as policy, and all Chapters shall make the Charter available to all local Chapter members.
2. Chapters are permitted to establish bylaws to cover other operation aspects of the Chapter, but such bylaws cannot conflict with and may not supersede or replace this Charter.
3. By-laws shall be presented to national Indian Motorcycle Riders Group® for final review and approval before use.
4. Any and all by-law edits / updates shall also be provided to national Indian Motorcycle Riders Group®.





INDIAN MOTORCYCLE RIDERS GROUP® CHARTER

ARTICLE 13 – DISCLAIMER

Regardless of any sponsorship by Indian Motorcycle Riders Group® or any other affiliate of Indian Motorcycle®, each Chapter is separate, independent entity or group with sole responsibility for its own actions and the actions of its local Chapter members. All local Chapter members and their guests acknowledge that they are under no obligations and are voluntarily choosing to participate at their own risk in all Indian Motorcycle Riders Group® activities and Chapter activities. Each member and their guests agree to release and hold harmless the sponsoring dealer, Indian Motorcycle Riders Group®, Indian Motorcycle® and Indian Motorcycle® International, LLC., and each of their respective officers, directors, employees, agents, successors and assigns (“Sponsors”), for any injury or loss to the member or guest or to his or her property which may result from participating in Indian Motorcycle Riders Group® activities or in any Chapter activity. This means that no member or guest has ground for legal action against the Sponsors for any injury or damage.

The Chapter agrees to release, defend, indemnify and hold Indian Motorcycle® International, LLC., its parents, subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys’ fees, incurred or made by any third party due to or arising out of or in any way connected with the Chapter activities, events, management, or participation in the foregoing.

ARTICLE 14 – AMENDMENTS

Indian Motorcycle Riders Group® may amend this Charter at any time at its sole discretion based upon Chapter developments and needs or because of conflicts with applicable law.

ARTICLE 15 – VENUE AND APPLICABLE LAW

Any and all disputes involving Indian Motorcycle Riders Group® or any of its affiliates that arise out of or relate to this Charter shall be governed by Minnesota law and any such all such disputes shall only be filed and resolved in the state or federal courts venued in Hennepin County, Minnesota.

In the event that any part of this Charter shall be deemed to be invalid for any reason whatsoever under any applicable laws having jurisdiction over the subject matter of this Charter, then that part will be considered deleted from this Charter and the rest of this Charter will remain valid and in full force and effect.