



Bylaws

Adopted February 13, 2023

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Vision Statement

To ensure that the facility be used as a space to create and learn and for older and younger generations to interact with one another in a creative, safe space for all. By following this vision, the Smoky Mountain Community Theatre reaffirms its status as a community partner and vital asset to the town's sense of community.

Mission Statement

The Smoky Mountain Community Theatre aims to support, promote, and serve Swain County and surrounding areas by offering access to the visual and performing arts through live performances, educational programs, public service programs, out-reach programs, and other community-based programs and an arena for educators, teachers, writers, actors, directors, and designers.

Article 1.00 Name and Location

Section 1.1: Name

The name of this Corporation shall be Smoky Mountain Community Theatre.

Section 1.2: Principal Office

The Corporation's Principal Office shall be located at 134 Main Street, Bryson City, NC 28713. Additional and/or other offices may be designated by the Board of Directors or as the affairs of the Corporation may from time to time require.

Section 1.3: Registered Office

The registered office of the Corporation shall be located in the State of North Carolina but need not be identical with the Principal Office.

Article 2: Definitions

Section 2.1: Corporation

The "Corporation" shall mean: Smoky Mountain Community Theatre, its successors, and assigns.

Section 2.2: Board

The "Board" shall mean the Board of Directors of the Corporation.

Section 2.3: Board Member

The “Board Member” shall mean those individuals elected to serve as a member of the Board of Directors of the Corporation.

Section 2.4: Membership/Members

The Corporation shall have members. No member shall have more than one membership in the Corporation. General Membership becomes effective for the designated membership year upon payment of membership dues. Full Member membership status becomes effective upon completion of terms as outlined in Article 5, Section 5.6.

Article 3: Purposes, Objectives, and Governing Instruments

Section 3.1: Charitable, Educational, and Scientific Purposes and Powers

The purposes of the Corporation, as set forth in the Articles of Incorporation, are exclusively charitable, educational, or religious, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law 501(c)(3). In furtherance of such purposes, the Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws.

Section 3.2: Governing Instruments

The Corporation shall be governed by its Articles of Incorporation and its currently adopted Bylaws. These Bylaws are subject to, and governed by, the North Carolina Nonprofit Corporation Act and the Articles of Incorporation of the Corporation. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the North Carolina Nonprofit Corporation Act, the North Carolina Nonprofit Corporation Act will be controlling. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, these Bylaws will be controlling.

Section 3.3: Nondiscrimination Policy

The Corporation shall not practice or permit any unlawful discrimination on the basis of gender, age, race, color, sexual orientation, marital status, national origin, religion, political affiliation, physical handicap or disability, or any other basis prohibited by law.

Section 3.4: Limitations on Activities

No part of the activities of the Corporation shall consist of attempting to influence existing or proposed legislation on a local, state, or national level, or participating in, or intervening in, any political campaign on behalf or in opposition to any candidate for public office, nor shall the Corporation operate a social club or conduct business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision

of the Bylaws, the Corporation shall not conduct any activity not permitted to be conducted by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

Article 4: Meetings

Section 4.1: Regular Session Meetings

The Smoky Mountain Community Theatre will hold monthly meetings on the second Monday of each month at 6:30pm. A notice of one week should be given to remind members of each monthly meeting. Said notice should include the upcoming meeting's agenda, the previous month's meeting minutes, current financial reports, committee reports, and any other such reports. It is the responsibility of the Secretary of the Board to provide said notice to the membership by email, and, when available, by a notice in the local paper.

Section 4.2 Additional Meetings

Board of Directors meetings shall be held on the fourth Tuesday of each month. Special meetings of the Board may also be called at any time by the President or by a majority of the Board Members in office. Special meetings of the membership may be called at any time by the President or by a majority of the Board Members in office. A notice of 72 hours should be given to the membership to inform of a special meeting. It is the responsibility of the Secretary of the Board to provide said notice to the membership by email.

Additional meetings may be called by the Board of Directors as deemed necessary.

Section 4.2: Meeting Attendance

Regular attendance of monthly meetings is required, and in-person attendance is preferred to online. Members shall have 3 allowed absences per calendar year. Any member who has missed more than 3 meetings in a calendar year shall not be eligible for consideration as a Board member for the upcoming calendar year.

Section 4.3: Online Meetings

The Secretary of the Board shall be responsible for broadcasting the regular monthly meeting via Zoom or other acceptable online meeting platforms. It is the responsibility of the attending member to ensure that the Secretary has recorded their attendance at any online meeting.

Section 4.4: Meeting Decorum

All meetings will follow Robert's Rules of Order when not in conflict with the Bylaws. There shall be no violence, profanity, defamation, or other egregious breaches of conduct. Those failing to abide by these rules will be asked to leave the meeting and will be stricken from the membership for a period no more and no less than 12 months.

Section 4.5: Quorum

The Smoky Mountain Community Theatre general meetings will qualify with 8 members present which will include a majority of Board members. However, should a quorum not be present, a majority of the Board of Directors present may adjourn the meeting to another time and place with 72-hour notice to the membership.

Article 5: General Members & Full Members

Section 5.1: Eligibility for Membership

Any individual may become a member of the Smoky Mountain Community Theatre. Individuals may join and pay their membership dues at any time of the year; however, individuals are encouraged to join at the December meeting in order to meet attendance and volunteer criteria for Full Members status. Members shall be bound by the Articles of Incorporation, these Bylaws, and any other policies and procedures as may from time to time be adopted by the Board of Directors.

Section 5.2: Annual Membership Dues

Membership dues are to be paid annually at the December meeting, and, when paid, shall entitle the member to participate in all membership events for 12 months and to a vote at general membership meetings. Members will renew their membership by completing paperwork required by the Board of Directors and Membership Committee and pay a dues fee as determined by the Board.

Section 5.3: Membership Liability

No member of the Corporation shall be personally liable for debts, liabilities, or obligations of the Corporation.

Section 5.4: Membership List

The Corporation shall keep a membership list containing the names and contact details of each member. The Secretary of the Board and the Membership Committee Chair is responsible for the upkeep of the membership list.

Section 5.5: General Members

General Members include any individual who has paid their annual membership dues but who has not met the definitions of a Full Member. General Members shall have voting privileges at monthly meetings but not at the Board of Directors election. General Members may not be nominated to serve on the Board of Directors.

Section 5.6: Full Members

Full Members are General Members who have full voting privileges within the Corporation. These voting privileges include voting at the Board of Directors election. Full Members may be nominated to serve on the Board of Directors.

Full Members are defined as:

- Members who have paid their annual membership dues,
- Members who have attended at least 9 monthly meetings, either in person or online,
- Members who have volunteered a minimum of 15 hours annually with the Smoky Mountain Community Theatre at events or any volunteer opportunity offered by the Smoky Mountain Community Theatre, and
- Members who have volunteered a minimum of 10 hours annually with a nonprofit organization within Swain County.

A record of all volunteer hours will be maintained by the Secretary of the Board and the Membership Committee Chair to determine individual members' standing. It is the responsibility of each member to properly document all volunteer hours and deliver said documentation to the Secretary of the Board and the Membership Committee chair.

Volunteer hours do not include any meeting attendance hours.

Section 5.7 Member Voting Rights

Any Full Member, aged 18 or older, may vote on all matters before the Corporation including the Board of Directors election.

Any General Member, aged 18 or older, may vote at general membership meetings only. General Members may not vote on the Board of Directors election.

Members are entitled to one vote, on each matter submitted to a vote.

When an action is taken by a vote, it shall be authorized by a majority of the votes cast.

Proxy votes will only be accepted in writing or by email and must be specific to the issue being voted upon. Blanket proxy votes shall not be accepted.

Votes will be indicated and recorded by a show of hands.

Section 5.8: Member Removal

Any Member of this Corporation may be removed from the Membership at any time by the affirmative vote of a majority of the Board of Directors whenever in their judgment the best interests of the Corporation shall be served by such an action. Grounds for immediate removal may include but are not limited to violent, extortive, or coercive behavior, non-inclusive behavior such as homophobia, Anti-Semitism, or racism, embezzlement, defamation or slander of the organization, sexism, ageism, or harassment.

Article 6: Board of Directors

Section 6.1: Powers and Duties

Subject to the provisions of law, of the Certificate of Incorporation, and of the bylaws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the Corporation and shall exercise all the powers that may be legally exercised by the Corporation.

It is the responsibility of the Board to maintain the Theatre building to the standards of modern building safety codes.

Section 6.2: Board Composition

The elected Board of Directors shall consist of a President, Vice-President, Treasurer, and Secretary. The Past President may serve for a period of 1 year immediately after their term has ended as president.

The Board may vote to add additional seats to the Board as needed. This decision would require an affirmative majority of the Board.

Section 6.3: Board Terms of Office

The elected President of the Board shall serve a term of 3 years.

The elected Vice-President of the Board shall serve a term of 3 years.

The elected Treasurer of the Board shall serve a term of 2 years.

The elected Secretary of the Board shall serve a term of 2 years.

The past president may serve for one year immediately following their term in office if they so choose.

Board members may serve no more than 2 consecutive terms in any office. After a 1 year hiatus from the Board, a previous Board member may be eligible to sit on the Board of Directors again.

Section 6.4: Presiding at Member Meetings

Meetings of members shall be presided over by the President of the Board or in their absence by the Vice-President of the Board. If the Secretary to the Board is absent, the presiding officer shall appoint another person to act as Secretary for the meeting.

Section 6.5: Quorum

At any meeting of the Board, a majority of the Board members then in office shall be necessary to constitute a quorum for the transaction of business. However, should a

quorum not be present, a majority of the Board of Directors present may adjourn the meeting to another time and place with 72-hour notice to the membership.

Section 6.6: Voting

At all meetings of the Board, each Board Member shall have one vote. If there is a tie in any vote, the President shall have an additional vote to serve as the tiebreaker.

Section 6.7: Attendance Requirements

All board members are required to attend general membership meetings, board meetings, and special meetings. Any Board member who misses more than 3 general membership meetings, 2 Board meetings, and 2 special meetings shall be removed from the Board without a vote from the Board.

Section 6.8: Resignation

Any Board member may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 6.9: Removal from Office

Any Board Member may be removed for cause by vote of the Board of Directors with a quorum required to be present at the meeting at which such action is taken. Grounds for immediate removal may include but are not limited to violent, extortive, or coercive behavior, non-inclusive behavior such as homophobia, Anti-Semitism, or racism, embezzlement, defamation or slander of the organization, sexism, ageism, or harassment.

Section 6.10: Vacancies

Any newly created Board member position and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Board Members then in office at any Board of Directors meeting. A Board member elected to fill a vacancy shall hold office for the unexpired term of their predecessor.

Section 6.11: Board Insurance

The Corporation shall purchase and maintain insurance on behalf of the Board of Directors to protect the Board, its officers, directors, committee members, and agents against any liability asserted against them. This policy should have a combined single limit of at least one million dollars.

Section 6.12: Board Remuneration by Corporation

The Board of Directors shall not be paid for their time given to the Corporation. It is understood that the Board serves as volunteers only for the Corporation with no expectation or thoughts of payment by the Corporation.

Section 6.13: Conflict of Interest

Upon election, the Directors of the organization must behave at all times in the organization's best interest. This statement applies to all officers, committee chairs, and other appointees the Directors' establish during their term of office that can influence the governance and actions of the Corporation. All in the general Membership is under an obligation to disclose the existence or potential existence of a Conflict of Interest as it arises. When a potential Conflict of Interest is disclosed, the Board of Directors will gather all pertinent information and question all involved parties. All inquiries will be documented by the Board of Directors. If the Conflict of Interest in question involves a Board of Director, the Director will be excused from the review of documentation and the decision process. If no conflict of interest is determined in good faith, no further action will be taken. If a conflict of interest is determined to be true in good faith, the Directors shall inform the individual of the rationale for such belief and grant the individual an opportunity to explain the alleged failure to disclose the Conflict of Interest. After hearing the individual's response and investigating further, the Director may decide what disciplinary or responsive action will be taken. Disciplinary action may include, but is not limited to, exclusion from participating or voting in said conflict of interest or removal from the organization. The general membership will be notified within 5 days of final action from deliberations. By accepting a term in office, the Board of Directors agree to follow and adhere to the Bylaws, thus, understanding their duty to disclose any known or potential conflicts of interest.

Article 7: Board Officer Duties and Powers

Section 7.1: President

The President shall be the principal executive officer of the Corporation. The President shall supervise all business of the theatre. The President shall preside at all meetings concerning the theatre. The President shall sign any instruments including mortgages, contracts, deeds, or other legal documents on behalf of the Smoky Mountain Community Theatre unless expressly delegated to another member of the Corporation by the Board of Directors. The President shall have such other powers and shall perform such other duties as may from time to time be assigned to the President by the Board. The President will work with the Treasurer to prepare an annual budget for the Corporation. The President is responsible for creating an agenda for monthly membership meetings and distributing it to the Secretary for distribution to the membership prior to each meeting.

Section 7.2: Vice-President

In the absence of the President, or in the event of their death, resignation, or removal, the Vice-President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions of the Office of the President. The Vice-President shall perform such duties as may be assigned by the Board of Directors.

Section 7.3: Treasurer

The Treasurer shall have overall responsibility for all corporate funds, and shall perform, or cause to be performed, the following: (a) keeping of full and accurate accounts of all financial records of the corporation; (b) deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors; (c) disbursement of all funds when proper to do so; (d) making financial reports as to the financial condition of the corporation to the Board of Directors; and (e) such other powers and duties as may be designated from time to time by the Board of Directors.

Section 7.4: Secretary

The Secretary shall have overall responsibility for all recordkeeping. The Secretary shall perform, or cause to be performed, the following: (a) official recording of the minutes of all proceedings of the Board of Directors, including the committees thereof, and members' meeting and actions; (b) provision for notice of all meetings of the Board of Directors and members; (c) authentication of the records of the corporation; (d) maintaining current and accurate membership lists; and (e) any such other powers and duties as may be designated from time to time by the Board of Directors.

Section 7.5: Past President

The Past President shall serve on the Board of Directors for a period of one year immediately following their term in office as President. The Past President shall perform such duties as may be assigned by the Board of Directors.

Article 8: Board Officer Election Process

Section 8.1: Nominations

One week prior to the November Membership Meeting the Secretary of the Board shall email all members the membership list which will indicate all Members in Good Standing eligible to hold Board positions.

At the November Membership Meeting all members are allowed to nominate only Members in Good Standing for all Board positions. Nominations shall be made verbally during the meeting. Nominations shall include name and Board position the individual is being nominated for.

Prior to the December meeting, the Secretary of the Board shall contact all nominees by email to determine if they do, in fact, wish to serve on the Board. If they indicate that they do, their names will be recorded on the December ballot of officers.

Section 8.2: Elections

During the December Membership Meeting the ballot of officers compiled from the November meeting will be presented for a vote by Members in Good Standing. A vote will

be held by show of hands for each candidate with the Secretary of the Board recording the results. Officers will be elected by a simple affirmative majority vote by a show of hands. In the case of a tie the vote will be held again until a clear majority affirmative vote is reached.

Section 8.3: Board Assumption of Power

The newly elected Board of Directors shall assume their positions at the January Membership Meeting, immediately following the December election.

Article 9: Committees

At the pleasure of the Board and on a timeline designated by the Board, permanent committees will be established for the Smoky Mountain Community Theatre. A Board Member shall have a seat on each committee. All boards will report directly to the Board and act only with the Board's approval. Additional committees may be added by the Board in a vote requiring an affirmative majority vote of Board members. Committee chairs shall be appointed by the Board of Directors.

Section 9.1: Events Committee

The Events Committee shall be responsible for the creation of an annual and weekly event calendar that will include events both off premises and to be held at the Smoky Mountain Community Theatre. These events will include but are not limited to live theatre, music, dance, and music. The annual event calendar will be submitted to the Board of Directors at the October meeting for review with a vote to approve at the November meeting. This committee will work closely with the marketing and public relations committee to ensure that the event calendar and individual events, performances, etc. are loaded on the Theatre website and Facebook page.

Section 9.2: Fundraising/Sponsorship Committee

The Fundraising/Sponsorship Committee shall be responsible for recruiting donations and sponsorships in the community both from businesses and individuals. This committee shall be responsible for developing and maintaining a database of sponsors and donors, conducting an annual fundraising letter and email campaign, and for issuing appropriate thank you notes and tax receipt letters within 2 weeks of receiving a donation or sponsorship. This committee will work closely with the marketing and public relations committee to ensure that sponsors and donors are recognized on the Theatre website and Facebook page.

Section 9.3: Grants Committee

The Grants Committee shall be responsible for all aspects of grant writing: locating appropriate grants, the actual writing of the grants, and, with the Treasurer of the Board, after grant award reporting. The Treasurer of the Board shall serve on this committee.

Section 9.4: Renovation and Maintenance Committee

The renovation and maintenance committee shall be responsible for all aspects of building renovation and maintenance needed to operate and preserve the Smoky Mountain Community Theatre building.

During renovation, the renovation and maintenance committee shall be responsible for developing a timeline and renovation schedule with an appropriate budget/cost indicated for each step in the timeline. This schedule will be considered flexible as emergencies may arise. Upon completion the renovation schedule shall be submitted to the Board for approval with a majority affirmative vote required for implementation of said schedule.

The renovation and maintenance committee is responsible for obtaining a minimum of 2 bids or estimates for any repairs needed for the Smoky Mountain Community Theatre building over the amount of \$2,500. Once bids are obtained, they must be presented to the Board of Directors for approval with a majority affirmative vote necessary to approve.

The renovation and maintenance committee is responsible for ensuring the Theatre is cleaned after each performance or use. They shall work with the events and membership committees to recruit volunteers for cleaning. If volunteers are unavailable for weekly or after event cleaning, a line item shall be added to the annual budget to cover the costs of weekly cleaning by a cleaning service.

Section 9.5: Marketing and Public Relations Committee

The marketing and public relations committee shall be responsible for all marketing and public relations work of the Corporation.

Marketing efforts are to include but not be limited to, maintenance and updates to the Theatre website, www.smctheatre.com, regular posts to the Theatre Facebook page, www.facebook.com/smctheatre, and designing any print materials for Theatre fundraising, events, performances, or other needs.

A marketing plan will be submitted for review to the Board of Directors at the December meeting with a vote to approve at the January meeting. An affirmative majority vote of the Board is required for approval.

The marketing plan should include social media post frequency and topics, event and performance marketing materials including posters, flyers, and advertisements.

Public relations responsibilities will include the writing and distribution of articles to local newspapers and other media describing the work of the Theatre in the community and any updates of a positive nature (for example, “roof completed on Theatre building”, etc.)

The community outreach committee shall be a subset of the Marketing and Public Relations Committee and is responsible for seeking out and scheduling opportunities for the membership to volunteer with other nonprofit organizations in Swain County. They will work with the membership committee to promote these opportunities to the membership and with the marketing and public relations committee to ensure that these opportunities are photographed for press releases.

Section 9.6: Retail Committee

The retail committee shall be responsible for the development of appropriate merchandise to be sold on the Theatre website and at the Theatre building. All proposed items must be presented to the Board for a vote of approval and include quantity, price, and use (retail or membership related).

Section 9.7: Membership Committee

In conjunction with the Secretary of the Board, the membership committee shall be responsible for developing a database of members that will include their payment of membership dues, their attendance at monthly membership meetings, and their volunteer hours both with the Theatre and with other Swain County nonprofit organizations. The membership committee shall also work to increase membership by working with the marketing and public relations committee and events committee. The Secretary of the Board shall serve on this committee.

Article 10: Bylaws

Section 10.1: Effective Date

Bylaws shall become effective immediately on their adoption. Amendments to these bylaws shall become effective immediately on their adoption.

Section 10.2: Proposed Amendments

Proposed amendments to the bylaws must be submitted in writing to the Board and approved at the December meeting by a majority of affirmative votes from the members voting.

Section 10.3: Annual Review

The Board shall annually review the Bylaws and recommend amendments to the Bylaws as needed. Such amendments shall be placed on the agenda of the December meeting and shall be adopted upon receiving a majority of affirmative votes from the members voting.

Section 10.4: Records

The original or a copy of the bylaws as amended or otherwise altered to date, certified by the Secretary of the Board of Directors shall be recorded and kept in a book which shall be kept by the Secretary and available to the membership when requested.

Amended Bylaws will be registered with the State as required by law.

Article 11: Indemnification of Officers and Trustees

Section 11.1: Right to Indemnification

Each person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a director, officer, or member of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise shall be entitled to indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the fullest extent now or hereafter permitted by applicable law as long as such person acted in good faith and in a manner that such person reasonably believed to be in or not be opposed to the best interests of the Corporation, provided, however, that the Corporation shall indemnify any such person seeking indemnity in connection with an action, suit or proceeding (or part thereof) initiated by such person only if such action, suit, or proceeding (or part thereof) was authorized by the Board,

Section 11.2: Advance Payment of Expenses

Expenses (including reasonable attorneys' fees) incurred by any person who is or was an officer, director, or member of the Corporation, or who is or was serving at the request of the Corporation as an officer or director of another Corporation, partnership, joint venture, trust, or other enterprise, in defending any civil, criminal, administrative or investigative action, suit or proceeding, shall be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that he or she is not entitled under applicable law to be indemnified by the Corporation,

Section 11.3: Right of Claimant to Bring Suit

If a claim under this Article is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any action or proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation unless such action is based on the claimant having committed an act involving moral turpitude) that the claimant has not met the standard of conduct which make indemnification permissible under the North Carolina Nonprofit Corporation Act, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the law of the State of North Carolina, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its

members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct,

Section 11.4: Contract Rights

The provisions of this Article shall be a contract between the Corporation and each director, officer, or member to which this Article applies. No repeal or modification of the Bylaws shall invalidate or detract from any right or obligation with respect to any state of facts existing prior to the time of such repeal or modification,

Section 11.5: Rights Non-exclusive

The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, vote of members, or disinterested Board of Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office,

Section 11.6: Insurance

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, member, employee or agent of the corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article or of applicable law.

Section 11.7: Definitions

For purposes of this Article, references to “the Corporation” shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Board members, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article with respect to the resulting or surviving Corporation as he or she would have with respect to such constituent corporation if its separate existence had continued, and references to “other enterprises” shall include employee benefit plans; references to “fines” shall include excise taxes assessed on a person with respect to any employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a

manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article.

Section 11.8: Continued Coverage

The indemnification and advancement of expenses provided by, or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer or member, and shall inure to the benefit of the heirs, executors and administrators of such person.

Article 12: Checks and Drafts, Contracts, Loans

Section 12.1: Checks, Drafts, Etc

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this corporation and any and all securities owned by or held by this corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 12.2: Contracts

Only the President of the Board shall be authorized to sign any instruments including mortgages, contracts, deeds, or other legal documents on behalf of the Smoky Mountain Community Theatre unless expressly delegated to another member of the Corporation by the Board of Directors. Such authority must be confined to specific instances.

Section 12.3: Loans

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors with an affirmative majority vote. Such authority must be confined to specific instances.

Article 13: Publications and Press Releases

Any information concerning the Corporation, its work, and its assets, which is to be publicized in any form, shall first have the approval of the President of the Board and/or their designee.

Article 14: Policies and Procedures

There will be a current Policies and Procedures created by the Board of Directors and maintained by the Secretary of the Board.

All members of the Corporation will abide by the Policies and Procedures of the Smoky Mountain Community Theatre.

All members of the Corporation will receive a copy of the Policies and Procedures manual upon payment of their membership dues.

Article 15: Properties

Properties of the Corporation may be loaned out to other Swain County nonprofits or to Smoky Mountain Community Theatre membership only by the approval of a majority affirmative vote of the Board of Directors. All paperwork must be completed by the borrower and a fee, as determined by the Board of Directors, must be paid prior to picking up said properties.

Article 16: Rental of Smoky Mountain Community Theatre Building as a Venue

The Board of Directors shall coordinate rental or use of the building to other individuals, groups, and nonprofit organizations on a case-by-case basis after all paperwork has been completed by the interested party/renter.

Renters are required to provide proof of one-million-dollar event insurance policy with Smoky Mountain Community Theatre listed as additional insured before the building will be rented to a renter.

In keeping with Section 3.4, no part of the building rental activities of the Corporation shall consist of attempting to influence existing or proposed legislation on a local, state, or national level, or participating in, or intervening in, any political campaign on behalf or in opposition to any candidate for public office.

Article 17: Rental of Office Spaces

The Board of Directors shall coordinate rental or use of the front office spaces of the Theatre building to other individuals, groups, and nonprofit organizations on a case-by-case basis after all paperwork has been completed by the interested party/renter.

The Board of Directors will determine a rental price by month for each office and any other applicable fees associated with the rental of the front office spaces.

Renters are required to provide proof of business owners insurance policy coverage with Smoky Mountain Community Theatre listed as an additional insured before the front office(s) may be rented to renter.

Article 18: Dissolving of the Corporation

If and when the Smoky Mountain Community Theatre is no longer an organization, all assets of the Smoky Mountain Community Theatre must be donated to a Swain County nonprofit organization. In the matter of the Theatre building located at 134 Main Street, Bryson City, if no organization wishes to own the building, then said building may be sold with profits going toward designated Swain County nonprofits. As dissolution of the organization is a serious matter, any board that decides on this course of action must follow the North Carolina Nonprofit Corporation Act Chapter 55A-14-02 through 55A-14-04.

The Bylaws previously approved and adopted at the General Membership Meeting of the Smoky Mountain Community Theatre on January 9, 2019, are hereby repealed.

These Bylaws are approved and adopted at the General Membership Meeting of the Smoky Mountain Community Theatre on February 13, 2023.



Ricky Sanford , President



Karen Proctor , Vice President



Aaron W. Swenson , Treasurer



Tracy Walker , Secretary



Donno Layton , Past President