

ATOS POLICIES

Revised through and including May 5, 2015

(This document supersedes ATOS Policies dated February 7, 2015)

The following constitute the policies of the American Theatre Organ Society as adopted by its Board of Directors. Each policy remains in effect unless and/or until it is subsequently amended, modified, superseded, or repealed by the Board. In case of conflict, applicable federal law, state law, the ATOS Articles Of Incorporation, and/or the ATOS Bylaws shall, in that order and in all instances, be controlling. These policies shall prevail over any conflicting job description, practice, unpublished rule, or provision of *Robert's Rules of Order*.

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1. ACCOUNTS/BUSINESS

(a) AUTHORIZED SIGNATURES. The ATOS Treasurer may issue checks up to \$5,000 with only the Treasurer's signature. Checks above \$5,000 must be signed by both the Treasurer and the Chairman. Notwithstanding, only the Treasurer's signature is required on any regularly occurring expenses provided that a director with responsibility for the expenditure has authorized the expenditure in writing (email, fax, or other written communication). For the purposes of this paragraph, a "regularly occurring expense" includes monthly or bimonthly payments for contracted services including Theatre Organ journal design, mailing, printing and postage, provided that such expenses fall within the parameters of the contract. In cases requiring the Chairman's signature, the Chairman's signature may be waived if the Chairman provides written authorization (email, fax, or other written communication) to the Treasurer.

(Minutes of Telephone Board Meeting, October 13, 2010; Minutes Of Telephone Board Meeting, August 22, 2006. Board Meeting Minutes, January 29-30, 2000, St. Louis, Missouri).

(b) TELEPHONE SERVICE. (*Board Meeting Minutes, June 27-July 3, 1996, Pasadena, California; Board Meeting Minutes, February 1-2, 1997, St. Louis, Missouri*)
(*Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015*)

(c) CONTRACT ADMINISTRATION. Unless the Board of Directors otherwise provides in advance in writing, all of the following shall apply:

- (i) A Contract Administrator shall have the primary responsibility for reviewing and making appropriate recommendations to the Board concerning all contracts, agreements, or other documents with legal significance purporting to bind ATOS to any other party (herein "Legal Documents"). A Legal Document shall not include any check. The Contract Administrator may be a Director, staff member, or other member of ATOS, provided that he or she has reasonable experience in matters relating to reviewing, negotiating, and drafting Legal Documents.
- (ii) No Legal Document shall be signed, approved, executed, or accepted in any manner without the prior review of the Contract Administrator, or in his or her absence or disability, the ATOS attorney. The Contract Administrator shall, upon reviewing any such Legal Document, make any appropriate recommendations to the Board concerning such document, and such document shall not be signed, approved, executed, or accepted prior to the Board's approval or rejection of the document. A Legal Document or any modification thereof may be drafted by a person other than the Contract Administrator, provided that it is reviewed by the Contract Administrator and Board in the manner provided herein prior to signature, execution, or acceptance of such draft or modification.
- (iii) In cases where time is of the essence, the Contract Administrator may report to the Executive Committee rather than the Board concerning the Legal Document, and the Executive Committee may give its approval of such document, provided that the Executive Committee promptly inform the Board in writing of its approval and the reasons therefor as soon as practicable, but in all events prior to the signature, execution, or acceptance of such document.
- (iv) Any Legal Document that is accepted or approved by the Board, or in its absence the Executive Committee, shall be signed by the Chairman, unless the Board has previously specifically delegated such signature authority in writing to another person for a specified activity or program (e.g., the Convention Planning Coordinator). The originals of all signed Legal Documents shall be promptly sent to the ATOS Secretary upon execution for appropriate filing.

(*Telephone Conference Call Board Meeting Minutes, January 30, 2010; replacing text previously adopted at Board Meeting Minutes, January 7, 2006, St. Louis, Missouri*)

(d) EQUIPMENT ACCOUNTABILITY. (*Board Meeting Minutes, February 1-2, 1997, St. Louis, Missouri*)(*Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015*)

(e) Printing of Forms. All forms, leaflets, and brochures which include any names of current Directors or Staff personnel, any indication of current membership rates, or any other then current information which could be changed by Board action during the course of a given year shall be printed in such quantity as not to exceed the anticipated use of said documents during that year. Additionally, since all

such documents are publications of ATOS, they are to be approved in draft form by the Publisher and the Publications Manager before any printing order is executed.

(Formerly ¶ 1(g); Board Meeting Minutes, January 7, 2006, St. Louis, Missouri)

(f) DISTRIBUTION AND INVESTMENT OF GIFTS – (SUSPENDED eff. 10/21/2014)

(1) ATOS shall at all times maintain a reserve/investment fund (“Reserve Fund”) which fund shall be appropriately invested in order to generate earnings. The Reserve Fund may be comprised of one or more accounts, but shall maintain an aggregate minimum balance (“Minimum Balance”) which shall be calculated as \$300,000.00 plus any amounts placed into the Reserve Fund from an unrestricted gift as provided below in ¶ 1(f)(2)(B). The Treasurer shall from time to time report to the board the Minimum Balance required to be maintained by this policy.

(2) Absent contrary action from the board, all of the following shall apply for any unrestricted gift in excess of \$20,000:

- (A) a minimum of twenty percent (20%) of the unrestricted gift shall be placed into the principal of the ATOS Endowment Fund; and*
- (B) a minimum of forty percent (40%) of the unrestricted gift shall be placed into the Reserve Fund, which placement shall increase the Minimum Balance of the Reserve Fund as described in this paragraph; and*
- (C) any remaining amount not placed into the principal of the ATOS Endowment Fund and/or into the Reserve Fund, shall be placed into ATOS’ operating account(s) and may be used for any lawful purpose, including day-to-day operations.*

(3) Any unrestricted gift in excess of \$1,000 but not exceeding \$20,000 shall be distributed and/or invested at the discretion of the board.

(4) Any unrestricted gift not in excess of \$1,000 shall be placed into ATOS’ operating account(s).

(5) ATOS shall distribute and/or invest any restricted gift in accordance with the restrictions of the donor.

(Minutes Of Telephone Conference Call Board Meeting, November 8, 2012, repealing and recreating former ¶ 1(f) from Board Meeting Minutes, January 22, 2011, Atlanta, Georgia; suspended on October 21, 2014 pending further action of the board).

(g) TRIENNIAL FINANCIAL REVIEW BY CERTIFIED PUBLIC ACCOUNTANT. It is the policy of ATOS that its financial position shall from time to time be reviewed to ensure that adequate practices, safeguards, and controls are in place to protect the assets of the Society. Beginning in the year 2013 and continuing every third year thereafter (e.g., 2016, 2019, etc.), ATOS shall engage an independent certified public accountant to review the finances, books, and records of the Society (hereafter “CPA Review”). The CPA Review need not be in the form of an audit but shall be sufficient to determine the soundness of ATOS’ finances and the adequacy of its financial practices and procedures.

(Board Meeting Minutes, June 28, 2011, Providence, Rhode Island)

(h) GOOD FAITH FINANCIAL REVIEW. In any year in which a CPA Review is not conducted, all of the following shall apply:

- (i) A Good Faith Financial Review Committee, consisting of three (3) members, (hereafter “GFFR Committee”) shall be convened. Subject to confirmation by the Board, the Chairman of the Board shall appoint the chair of the GFFR Committee from among the elected directors then in office and shall further appoint two ATOS members in good standing, not currently serving as an ATOS Director or Staff member. The GFFR may at its discretion appoint additional non-committee advisors.
- (ii) The GFFR Committee shall conduct and complete a review of the soundness of ATOS’ finances and the adequacy of its financial practices and procedures in accordance with the Good Faith Financial Review Guidelines from time to time adopted by the Chairman of the Board and to the extent not inconsistent with the ATOS Bylaws and/or Policies.
- (iii) Unless otherwise authorized by the Board, the GFFR Committee shall conduct its review at the location of the Treasurer and shall, if practicable, limit its review to a maximum of three (3) days, the first and last of which shall be travel days. Travel expenses by a GFFR Committee Member shall be reimbursed in accordance with ATOS Policy ¶¶ 6(a)-(c), and such a member shall be considered an Eligible Person for such purposes.
- (iv) All communications, findings, and recommendations of the GFFR Committee shall be held in confidence until the final GFFR Committee report is approved by the ATOS Board of Directors.
- (v) To the extent not otherwise inconsistent with the ATOS Bylaws and Policies, the Good Faith Financial Review Guidelines from time to time adopted by the Chairman of the Board are hereby incorporated by reference into this paragraph.

(Minutes of April 29, 2013 Telephone Conference Meeting. Board Meeting Minutes, June 28, 2011, Providence, Rhode Island)

2. ARCHIVES/LIBRARY

(a) ARCHIVES/LIBRARY FEES. *(Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania)*
(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(b) *(Repealed. See Minutes of April 29, 2013 Telephone Conference Meeting. Repealing policy previously adopted at Board Meeting Minutes, July 11-16, 1997, Indianapolis, Indiana)*

(c) RESOLUTION. *(Board Meeting Minutes, January 7, 2006, St. Louis, Missouri)*
(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(d) ATOS ARCHIVE COLLECTIONS POLICY. *(Board Meeting Minutes, May 23-29, 2006, Tampa, Florida)*.
(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(e) REMOVAL OF DOCUMENTS. *(Telephone Conference Call Board Meeting Minutes, May 6, 2010)*.
(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

3. ARTISTS' HONORARIUM

(a) HONORARIUM. The conventions will pay all artists an honorarium of \$1,000. The convention will also pay for convention registration, housing, banquet, and transportation.

(Board Meeting Minutes, February 5, 2005, Tampa, Florida, increasing rate from \$500. Board Meeting Minutes, July 6-11, 1984, Indianapolis, Indiana; Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania).

4. AWARDS

(a) AWARDS & RECOGNITION COMMITTEE. In addition to the annual award for Organist Of The Year, The Awards & Recognition Committee is empowered to select the annual award recipient for the ATOS Hall of Fame, Honorary Member, and Ron Musselman Member of the Year from those nominations submitted in accordance with published procedures.

(Board Meeting Minutes Telephone Conference Call May 6, 2010; repealing policy adopted by Board Meeting Minutes, July 25-31, 2000, Milwaukee, Wisconsin)

(b) TECHNICAL AWARDS. The Board will award Certificates of Technical Excellence to qualified recipients, and such certificates will be signed by the ATOS Chairman and by the Technical Committee Chairperson.

(Board Meeting Minutes, June 30, 1983, San Francisco, California)

(c) AWARD OF SPECIAL MERIT. Established an Award of Special Merit to be presented in instances of exceptional achievement.

(Board Meeting Minutes, July 5-10, 1986, Richmond, Virginia)

(d) AWARD FOR TECHNICAL EXCELLENCE. Voting on the Award for Technical Excellence will be limited to the Technical Committee members.

(Board Meeting Minutes, June 19-25, 1987, Los Angeles, California; Board Meeting Minutes, February 1-2, 1997, St. Louis, Missouri)

(e) AWARDS AND RECOGNITION. *(Board Meeting Minutes, August 3-8, 1990, Indianapolis, Indiana)*
(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(f) NOMINATIONS. *(Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan)*
(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(g) COPIES OF AWARDS. *(Board Meeting Minutes, February 4, 2007, Chicago, Illinois, discontinuing use of Desk Reference Binder, and superseding in part text adopted at Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan)*

(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(h) BALLOTING. *(Board Meeting Minutes, June 27-July 3, 1996, Pasadena, California)*
(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(i) BOARD & STAFF ELIGIBILITY. No Board member, Officer, or Staff member may be nominated for Honorary Member, Hall of Fame, Organist of the Year, Award for Technical Excellence, or any other award, while holding that position. This limitation does not apply in 2012 for the position of Honorary Member.

(Board Meeting Minutes, January 27-28, 1996, Portland, Oregon; Minutes Of June 21, 2012 Telephone Conference Call)

(j) COMPLIMENTARY CONVENTION BANQUET TICKETS. Award recipients will receive complimentary banquet tickets for the Annual Convention. These award recipients include: Award for Technical Excellence, Hall of Fame, Honorary Member, and Organist of the year with one (1) banquet ticket provided to each. In addition, the ATOS Student of the Year Award recipient, and a parent or guardian for a person under the age of 18, will also be provided a banquet ticket. *(Board Meeting Minutes, January 27-28, 1996, Portland, Oregon; Board Meeting Minutes, January 7, 2006, St. Louis, Missouri)*

(k) NOMINATIONS BY MEMBER. Any member of ATOS may nominate anyone for any ATOS award. *(Board Meeting Minutes, July 11-16, 1997, Indianapolis, Indiana)*

(l) MEMBER OF THE YEAR AWARD. The Ron Musselman Member Of The Year Award shall be given in accordance with the rules and regulations published from time to time by the Awards & Recognition Committee. *(Formerly ¶ 4(m); Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes Telephone Conference Call May 6, 2010; Board Meeting Minutes, January 31, 2004, Tampa, Florida)*

(m) AWARD OF PLAQUES AND CERTIFICATES. Plaques and certificates in recognition of outstanding service to ATOS members including various awards for scholarships and competitions will be awarded and presented. The Chair of the Awards and Recognition Committee is responsible for ensuring that all award materials have been created and are ready for presentation and/or dissemination. The following awards have been established:

- Wooden Pipe Plaques: Chairman's Pipe to the incoming Chairman; the following would also receive wooden pipe plaques upon the completion of their full term(s): outgoing Officers, outgoing Directors, and the outgoing Youth Representative to the Board.
- Wooden Plaques: Young Theatre Organist Competition Winners (Finalist(s) and Overall); Electronic Theatre Organ Competition (Youth and Adult Division) Winners, Theatre Organist Hobbyist Competition Winners; Hall of Fame; Organist of the Year; Honorary Member; Technician of the Year; Volunteer Technician of the Year; Ron Musselman Member of the Year; Award for Technical Achievement; George Wright Memorial Fellowship; and ATOS Student Of The Year.
- Framed Certificates: Restoration and Preservation Vintage Awards; George Wright Memorial Fellowship
- Unframed Certificates: David L. Junchen Technical Scholarship; National Registry Awards; Chapter Charters; Simonton Literary Prize; Young Theatre Organist Scholarship Recipients; *Outgoing* Endowment Fund Trustees (who have served at least one term); Mentor Program Awards.

- Special Awards: Wooden plaque, framed certificate or certificate as determined at the time of approving the award.

(Formerly ¶ 4(n); Board Meeting Minutes, July 1, 2004, Milwaukee, Wisconsin; Board Meeting Minutes, June 29, 2005, Pasadena, California; Telephone Conference Call Board Meeting Minutes, May 6, 2010)

(n) THEATRE ORGAN STUDENT OF THE YEAR. A Theatre Organ Student Of The Year award shall be given in accordance with the rules and regulations published from time to time by the Youth Initiatives Committee.

(Formerly ¶ 4(o); Minutes of Telephone Board Meeting, October 13, 2010)

5. BOARD/STAFF ACTIVITIES, CORRESPONDENCE, AND CONDUCT

(a) ATOS BOARD CORRESPONDENCE. *(Board Meeting Minutes, June 19-25, 1987, Los Angeles, California)*

(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(b) ATOS OPEN RECORDS & CONFIDENTIALITY POLICY.

(i) It is the policy of ATOS that the business of the Society shall be conducted in an environment of open and free communication. Unless otherwise specifically provided in the ATOS Policies, the Society's bylaws, or by operation of law, all meetings, books, records, and other documents that reflect official actions of the Society shall be presumed to be open and/or available for inspection by any member in good standing of ATOS at his/her expense.

(ii) Notwithstanding Paragraph (b)(i), the following material shall be held in the strictest of confidence:

- (A) Information regarding the internal problems of an ATOS Chapter;
- (B) Information of a personal nature about an ATOS member;
- (C) Information subject to a legitimate claim of privilege;
- (D) Information concerning actions and/or negotiations in progress but not finalized;
- (E) Information concerning communications, preliminary findings and/or recommendations from the Good Faith Financial Review Committee prior to approval by the Board of the final report from that committee;
- (F) Information concerning financial supporters and fund-raising activities;
- (G) Information required to be maintained as confidential by law, the Society's bylaws, or the Society's written policies; and/or
- (H) Any other information designated in good faith in advance as confidential.

(Board Meeting Minutes, June 28, 2011, Providence, Rhode Island; Telephone Conference Call Board Meeting Minutes, April 15, 2009; Board Meeting Minutes, February 4, 2007, Chicago, Illinois; replaces text from Board Meeting Minutes, June 27-July 3, 1994, Fresno, California)

(c) COMMUNICATIONS. *(Board Meeting Minutes, June 27-July 3, 1994, Fresno, California)*

(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(d) DOCUMENT NOTATIONS. All documents (other than normal correspondence), forms, and other materials will each have the name of the author/computer file custodian, the date of the latest version, and a page numbering system which will include the page number and total number of pages in the document.

This information is to be placed at the bottom of each page of the document. As an example of this policy, see the notations on this document.

(Board Meeting Minutes, January 28-29, 1995, Sacramento, California)

(e) DOCUMENT COPIES. Copies of official documents produced will be provided to the Secretary for filing and continuity purposes. Such copies can either be paper, e-mail attachment, or computer disk. The ATOS business file will contain a second copy of all signed official Society documents.

(Board Meeting Minutes, January 28-29, 1995, Sacramento, California; Board Meeting Minutes, January 17-18, 1998, St. Louis, Missouri)

(f) IDENTIFICATION OF THE SOCIETY. The standardized designation of the Society shall be “ATOS” and not “A.T.O.S.” Further the pronunciation should be “A-T-O-S” and not “A-Toss”.

(Board Meeting Minutes, January 28-29, 1995, Sacramento, California)

(g) CODE OF ETHICS. The ATOS Code Of Ethics, as amended from time to time by the Board, shall be signed by all Directors and Staff. The Code of Ethics shall be binding, in accordance with its terms, on all Directors and Staff. The Ethics Committee shall receive and review complaints of violations of the ATOS Code of Ethics consistent with established written policies approved by the Board.

(Formerly ¶ 5(h); Minutes of Telephone Board Meeting, October 13, 2010; Telephone Conference Call Board Meeting Minutes, January 30, 2010; Board Meeting Minutes, January 28-29, 1995, Sacramento, California)

(h) SURRENDER OF DOCUMENTS. All ATOS Directors, Officers, Staff, and Committee Chairpersons shall surrender all documents and/or other material belonging to ATOS to his or her successor, or to the ATOS Secretary, postage paid by ATOS, within thirty (30) days of the expiration or termination of his or her duties on behalf of ATOS.

(Formerly ¶ 5(i); Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, January 28-29, 1995, Sacramento, California; Board Meeting Minutes, January 2004, Tampa, Florida)

(i) FORMS. *(Formerly ¶ 5(j); Board Meeting Minutes, January 28-29, 1995, Sacramento, California)*

(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(j) MEMORIALS. Upon the death of a past leader of ATOS (former Officers) or a current Officer, Board or Staff member, flowers or other memorial not to exceed \$250 may be sent to the family by the Chairman.

(Formerly ¶ 1(k); Minutes Of Telephone Conference Call, December 8, 2010; Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan; Board Meeting Minutes, January 2004, Tampa, Florida)

(k) DESK REFERENCE BINDER. The maintenance and updating of the Desk Reference Binder shall be discontinued as a matter of ATOS Policy given the availability of the materials on CD-ROM. The Secretary shall distribute an updated CD-ROM to all Directors following the annual and mid-year Board meetings. Directors who still want a hard copy are encouraged to print the files and submit a receipt to the Treasurer for the printing costs. *(Formerly ¶ 5(l); Board Meeting Minutes, February 4, 2007, Chicago, Illinois, superseding policy adopted at Board Meeting Minutes, January 27-28, 1996, Portland, Oregon)*

(l) JOB DESCRIPTIONS. All members of the Board, Staff members, and committee chairpersons are to prepare, maintain, and update as necessary, a job description for their committee and/or Board position outlining their duties and responsibilities.

(Formerly ¶ 5(m); Board Meeting Minutes, January 27-28, 1996, Portland, Oregon; Board Meeting Minutes, January 2004, Tampa, Florida)

(m) COMMITTEE OR JUDGE SERVICE. Any person serving as a committee chair, committee member, judge in any competition, scholarship adjudicator, etc., must be an ATOS member in good standing. *(Formerly ¶ 5(o); Board Meeting Minutes, July 25-31, 2000, Milwaukee, Wisconsin)*

(n) YOUTH REPRESENTATIVE TO THE BOARD OF DIRECTORS. The position of ATOS Youth Representative To The Board shall be open to any person who has attained the age of 18 but not exceeded the age of 24 as of March 1st in the year in which the Youth Representative position is filled. The Youth Representative Subcommittee of the Youth Initiatives Committee shall report to the Board the most qualified person identified by the Subcommittee for the position, and, upon the affirmative vote of the Board, that person shall serve as the Youth Representative. The Subcommittee shall establish the applicable rules and guidelines for the Youth Representative position.

(Formerly ¶ 5(p); Board Meeting Minutes, February 11, 2012, Norman, Oklahoma; Telephone Conference Call Board Meeting Minutes, May 6, 2010; repealing text previously adopted at Board Meeting Minutes, April 5, 2003, St. Louis, Missouri and August 17-22, 2001, Indianapolis, Indiana)

(o) ONLINE POSTING OF RESULTS. Any person having responsibility for any ATOS program, project, or competition who desires to make the results of any of those available to the membership before they could appear in the Journal – and in so doing would not be violating any Bylaw, Policy, or customary practice of initially announcing the names of most award recipients at our annual awards event - is encouraged to request that said results be posted on the “Web Journal” of the ATOS Website. Such results are not to be posted on any other internet lists or bulletin boards by ATOS members who have such responsibility.

(Formerly ¶ 5(q); Board Meeting Minutes, June 29, 2005, Pasadena, California)

(p) CHAIRMAN OF THE BOARD. Unless the context clearly requires otherwise, all references made prior to September 1, 2008 in any and all documents, including without limitation the ATOS Convention Handbook, the Endowment Fund Resolution And Declaration Of Trust, and/or any job descriptions, to the “President” or “ATOS President” shall be amended to or interpreted as referring to the ATOS Chairman Of The Board. *(Formerly ¶ 5(r); Telephone Conference Call Board Meeting Minutes, January 30, 2010)*

(q) MOTION PRACTICE. *(Formerly ¶ 5(s); Telephone Conference Call Board Meeting Minutes, January 30, 2010).*

(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(r) BUDGET. Any person who administers an ATOS program that expends funds must submit a complete budget at a time specified by the Treasurer.

(Formerly ¶ 5(t); Board Meeting Minutes, June 30, 2009, Cleveland, Ohio).

(s) TELEPHONE CONFERENCE MEETINGS—NINETY MINUTE RULE. Telephone conference call Board meetings shall not exceed ninety (90) minutes in duration.

(Formerly ¶ 5(u); Minutes of Telephone Board Meeting, October 13, 2010; Telephone Conference Call Board Meeting Minutes, August 24, 2010)

(t) ONLINE POSTING OF GUIDELINES. Any person having the primary responsibility for administering any ATOS competition, award, project, or other program shall publish any applicable rules and/or guidelines for that competition, award, project, or program to the ATOS website at least once annually.

(Minutes of Telephone Board Meeting, October 13, 2010)

(u) SOLICITATION OF CONTRIBUTIONS FOR SUMMER CAMP. (*Board Meeting Minutes, January 4, 2009, Las Vegas, Nevada*)
(*Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015*)

(v) BOARD OF DIRECTORS MISSION STATEMENT. It shall be the duty of each member of the board of directors (elected and appointed) to accept full fiduciary responsibility for the governance and operations of the American Theatre Organ Society in accordance with all established bylaws, policies, and job descriptions.
(*Minutes of May 2, 2012 Telephone Conference Meeting*)

(w) COMPUTATION OF TIME. Unless a different result is required by applicable state or federal law or unless the board otherwise provides, the following rules apply in computing any time period or deadline contained in the ATOS Bylaws, Policies, program, activity, job description, or contract to which ATOS is a party:

(A) When a time period is stated in days or a longer unit of time: (i) exclude the day of the event that triggers the period; (ii) count every day, including intermediate Saturdays, Sundays, and legal holidays; and (iii) include the last day of the period. If the last day of the period is a Saturday, Sunday, or Legal Holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(B) When the last day for performing any act expires on a Saturday, Sunday, or Legal Holiday, the time period is extended until the end of the next day that is not a Saturday, Sunday, or Legal Holiday.

(C) When any material is required or permitted to be submitted to ATOS within a certain time period, such material shall be considered timely if it is (i) postmarked and correctly addressed, postage prepaid, by the end of the last day of the time period in which to submit such material; or (ii) received by the designated person by electronic transmission no later than 11:59PM in the Pacific Time Zone (USA) on the last day of the time period in which to submit such material.

(D) It shall be the sole responsibility of the person submitting material to ATOS by electronic transmission to verify its receipt within the time period for submitting such material.

(E) For the purpose of this policy, legal holiday means the day designated by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, or any day declared a holiday by the President of the United States or by Congress (herein "Legal Holiday").

(*Minutes of Annual Board Meeting, June 30-July 5, 2013, Atlanta, Georgia*).

6. BOARD/STAFF REIMBURSEMENT OF EXPENSES

(a) APPLICABILITY OF POLICY. Unless otherwise provided by the Board, the reimbursement policy provided in ¶¶ 6(b)-6(d) applies only to expenses incurred by an Eligible Person as defined herein.

(i) Only the following persons (herein "**Eligible Person**") shall be eligible for reimbursement of expenses: (A) any member of the Board, including any director, officer, and/or ex-officio director; (B) the Convention Planning Coordinator; (C) any staff person required by a

contract with ATOS to attend a meeting of the Board; (D) any person serving as editor of the Journal, to the extent invited to attend a meeting of the Board; (E) any other person designated by the Board or by the Executive Committee under ¶ 13(a)(ii) whose attendance is deemed essential to the conduct of a meeting of the Board; and (F) any other person designated as an Eligible Person by the Board or under the ATOS Policies.

- (ii) An Eligible Person shall not include a spouse or domestic partner of any person designated in ¶ 6(a)(i).

(Minutes of April 29, 2013 Telephone Conference Meeting; replacing policies previously codified at ¶¶ 6(a)-6(L))

(b) EXTENT OF REIMBURSEMENT FOR BOARD MEETINGS—GENERALLY. ATOS shall reimburse any Eligible Person for the following documented expenses incurred in connection with attending a meeting of the Board of Directors:

- (i) If an Eligible Person travels by air: economy-class airfare booked at least one month in advance, as well as one (1) piece of baggage checked with an airline;
- (ii) If an Eligible Person travels in his or her automobile: mileage at the IRS mileage reimbursement rate then in effect;
- (iii) Lodging in the hotel at which the meeting of the Board takes place. Reimbursement of hotel expenses shall not exceed the single-room rate, and shall only be provided for those days that the Eligible Person actually attends the meeting, plus the night preceding and following the meeting to allow for travel time.
- (iv) Ground transportation expenses not to exceed \$300.00. Ground transportation expenses include hotel and/or airport parking as well as local transportation in a taxi or other shuttle service, but do not include the cost of renting an automobile.
- (v) If requested, physical impairment expenses not to exceed \$300.00. A “physical impairment expense” is any expense incurred in attending a meeting of the Board, where such expense results from a physical impairment or handicap.

(Minutes of April 29, 2013 Telephone Conference Meeting; replacing policies previously codified at ¶¶ 6(a)-6(L))

(c) LIMITATIONS ON REIMBURSEMENT. Notwithstanding the provisions of ¶¶ 6(a)-6(b), the following limitations shall apply:

- (i) No reimbursement of any expense shall be made unless a true and correct copy of a receipt documenting the expense is furnished to the Treasurer within 60 days of the date of the receipt. Reimbursement for accumulated expenses documented by receipts incurred as part of an event, e.g. convention, Board of Directors Meeting, project,, etc., must be furnished to the Treasurer within 60 days of the end of the event.
- (ii) No reimbursement shall be provided for the cost of registration for an ATOS annual convention, or any part thereof, except as provided in ¶ 6(d)(iv).
- (Iii) No reimbursement shall be provided for expenses incurred in connection with attending any pre-glow or after-glow event at an ATOS annual convention, except as provided in ¶ 6(d)(iv).
- (iv) No reimbursement shall be provided for expenses relating to meals and/or entertainment.

(Minutes of April 29, 2013 Telephone Conference Meeting; replacing policies previously codified at ¶¶ 6(a)-6(L); change to para 6c.i, Virtual Board Meeting, May 5, 2015)

(d) SPECIAL CASES. Due to the special nature of the tasks and services the following individuals perform on behalf of ATOS, notwithstanding any provision to the contrary in ¶¶ 6(a)-(c):

- (i) Outgoing members of the Board shall be reimbursed for travel expenses provided in ¶ 6(b), except that only two (2) nights of lodging will be reimbursed so that the outgoing member of the Board may attend the old business portion of the annual Board meeting.
- (ii) The Youth Representative To The Board shall be reimbursed for the cost of registration and the banquet at any ATOS annual convention attended during his or her term, provided that the Youth Representative has attended all required events in accordance with the published rules and guidelines pertaining to the position.
- (iii) Any person serving as reviewer and/or photographer of ATOS annual conventions and special events shall be reimbursed for travel and hotel expenses incurred in connection with attending any ATOS annual convention (including any pre-glow or after-glow events) he or she is expected to review and/or photograph.
- (iv) Any person serving as reviewer and/or photographer for ATOS annual conventions and special events shall be reimbursed for the cost of registration of any ATOS annual convention (including any pre-glow or after-glow events) he or she is expected to review and/or photograph. This cost shall be treated as a convention expense shared between ATOS and the hosting ATOS Chapter in accordance with applicable policies.

(Minutes of April 29, 2013 Telephone Conference Meeting; replacing policies previously codified at ¶¶ 6(a)-6(L))

(e) REIMBURSEMENT REQUIRED PURSUANT TO CONTRACT OR PROGRAM GUIDELINE. To the extent that ATOS is required by contract to provide reimbursement of expenses to any person, the terms of such contract shall govern ATOS's reimbursement obligations. Furthermore, to the extent that ATOS publishes rules concerning the reimbursement of expenses pursuant to a program administered by ATOS, the terms and conditions of such published rules shall govern ATOS' reimbursement obligations.

(Minutes of April 29, 2013 Telephone Conference Meeting; replacing policies previously codified at ¶¶ 6(a)-6(L))

7. BYLAWS

(a) RECORDKEEPING. The Chairperson Of The Bylaws & Policies Committee shall keep accurate and complete records of all amendments to the Bylaws, which records shall include the date(s) of adoption of each amendment. The Chairperson shall from time to time forward such records to the ATOS Secretary.
(Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania)

8. CHAPTERS

(a) CHAPTER OPERATIONAL AREA. A Chapter's Operational Area is to be the area where the main activities of the Chapter are centered. The Operational Area shall be assigned on the basis of geographical limits, ease of travel, location of instruments and proximity to adjoining chapters. The Chapter Operational Area does not limit or restrict membership to residents within the assigned area. In most cases, the Operational Area will be the area in which the Chapter maintains and utilizes playable theatre organs or conducts their normal activities. This wording will be used in the Uniform Chapter Charter Agreement. For the purposes of the parties' responsibilities under the Uniform Chapter Charter Agreement, a chapter shall not unreasonably withhold its consent to ATOS' sponsorship of events within that chapter's operational area.

(Board Meeting Minutes, February 4, 2007; Board Meeting Minutes, Chicago, Illinois; July 6-11, 1984, Indianapolis, Indiana; Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan, Board Meeting Minutes, February 1-2, 1997, St. Louis, Missouri)

(b) CHAPTER NAMES. Groups applying for Chapter Charters will be encouraged to use a Chapter name indicative of the geographical area to be served by the Chapter. (*Board Meeting Minutes, June 19-25, 1987, Los Angeles, California*)

(c) NEW CHAPTER APPLICATIONS. All correspondence and related paper work regarding the establishment of a new Chapter must be sent directly to the Chairperson of the Chapter Relations Committee. (*Board Meeting Minutes, January 29-30, 1994, St. Louis, Missouri*)

(d) EXECUTION OF UNIFORM CHAPTER CHARTER AGREEMENT. Following approval by the Board of an application for chapter status, the Uniform Chapter Charter Agreement (herein "UCCA") shall be executed as follows:

- (i) If the applicant is a corporation, the corporation shall be the contracting party on behalf of the applicant, and the UCCA shall be signed by an authorized representative of that corporation. The UCCA shall also indicate any trade name(s) or other designation(s) by which the corporation is known and/or under which the corporation does business.
- (ii) If the applicant is not a corporation at the time the Board approves an application, the unincorporated association (typically identified by the name of the chapter) shall be the contracting party, and the UCCA shall be signed by an authorized representative of the unincorporated association. If the association becomes a corporation following execution of the UCCA, the corporation shall ratify or otherwise adopt the UCCA in the corporation's name.
- (iii) Following signature by the applicant as provided above, the Chairman shall sign the UCCA on behalf of ATOS.

(*Board Meeting Minutes, June 28, 2011, Providence, Rhode Island*)

9. CONVENTIONS

(a) SEMINAR HONORARIA. Beginning with the 2011 annual convention, All of the following shall apply to all individuals who present a seminar during an ATOS convention: (i) each convention presenter shall receive a complimentary registration or the monetary equivalent thereof; (ii) If an actual cash payout is necessary (over and above the registration cost), the cost shall be shared equally between ATOS and the chapter, and [that] this sharing be accounted for in the financial report of the convention as a reduction in profit; (iii) The presenters shall be mutually acceptable to the chapter and ATOS.

(*Board Meeting Minutes, June 28, 2011, Providence Rhode Island (making permanent special rules for 2011 convention; Board Meeting Minutes, January 22-23, 2011, Atlanta, Georgia (adopting special rules for the 2011 Annual Convention. Telephone Conference Call; Board Meeting Minutes January 30, 2010; Board Meeting Minutes, July 6-11, 1990, Indianapolis, Indiana; Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania)*)

(b) SEMINAR EXPENSES. There will be a reasonable reimbursement of expenses for supplies and equipment to the presenters of seminars to be paid by the convention with the approval of the CPC. (*Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan; Board Meeting Minutes, January 2004, Tampa, Florida*)

(c) REGIONAL CONVENTIONS. ATOS will support no more than one Regional Convention a year. (*Board Meeting Minutes, July 5-10, 1986, Richmond, Virginia*)

(d) CONVENTION POLICY CHANGES. Unless otherwise provided by the Board, changes to policies pertaining to ATOS conventions shall become effective at the convention occurring at least one year after the adoption of the policy change.

(Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, June 19-25, 1987, Los Angeles, California)

(e) NON-MEMBER SURCHARGE. The Convention Committee shall assess a fee for non-member registrants equal to a one-year membership. Non-members will receive a one-year membership in ATOS. *(Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania)*

(f) CONTRACTS. No contracts with any parties, including but not limited to hotels, bus companies, and/or venues, shall be signed by representatives of a convention or Chapter unless approved in advance by the Convention Planning Coordinator. The only exceptions to this policy are any standardized contracts executed in the form provided in the Convention Handbook without alteration.

(Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania)

(g) CONVENTION RECORDINGS.

(i) No person in attendance at any live musical performance, workshop, or event sponsored in whole or in part by ATOS (herein "Event"), including at any ATOS annual or regional convention, shall make, copy, distribute, transmit, post to the Internet, or otherwise disseminate any audio, video, or other recording of that Event, or any part thereof.

(ii) ATOS may make an audio or video recording of an Event for archival purposes, provided that prior written consent is obtained from the performer(s) involved in the Event. ATOS shall not make any use of such a recording other than for archival purposes without first securing the consent of the performer(s) involved in the Event.

(Board Meeting Minutes, March 3, 2009 (bringing into immediate effect provisions previously scheduled to take effect on July 7, 2009 in light of legal advice of independent outside counsel), Telephone Conference Call; Board Meeting Minutes, June 30, 2008 (repealing prior policy 9(g)-(h)), Indianapolis, Indiana.)

(h) FLASH PHOTOGRAPHY. Flash photography shall not be permitted at any time during a concert. *(Effective July 7, 2009. Recodifies text from repealed Policy 9(h)(13). Board Meeting Minutes, June 30, 2008, Indianapolis, Indiana)*

(i) ANNUAL MEMBERSHIP MEETING. The Annual Membership Meeting will be held at the Convention hotel, if at all possible. If not possible, it should be held at a Convention venue close to the Convention focal point, and is open to any ATOS member whether attending the Convention or not.

(Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan; Board Meeting Minutes, January 2004, Tampa, Florida)

(j) RECORD SHOP OPERATIONS. Effective immediately, all items sold at the convention record shop, exclusive of ATOS Marketplace items, shall be subject to the following commission on the retail price: 20% to the Chapter and 80% to the Vendor. All merchandise shall be sold at the price specified by the Vendor. Any state or local sales tax will be added as required. The Chapter shall issue to each Vendor the ATOS Record Shop Consignment Contract in form provided in the Convention Handbook.

(Board Meeting Minutes, January 22, 2011, Atlanta, Georgia. Board Meeting Minutes, June 27, 2010, Seattle, Washington. Repeals language adopted at Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan, Board Meeting Minutes, February 1-2, 1997, St. Louis, Missouri).

10. EDITORS

(a) EDITORS. The editor of the *THEATRE ORGAN* Journal will be invited to attend appropriate portions of Executive Committee and Board of Directors' meetings with expenses paid at the rate for Board members and Officers.

(Board Meeting Minutes, June 30-July 5, 1988, Portland, Oregon; Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan; Board Meeting Minutes, January 7, 2006, St. Louis, Missouri)

(b) JOURNAL EDITOR. *(Board Meeting Minutes, July 6-11, 1984, Indianapolis, Indiana; Board Meeting Minutes, June 27-July 3, 1994, Fresno, California)*

(Repealed, Virtual Mid-Year Board Meeting Minutes, January 7, 2015)

(c) JOURNAL ADVERTISING POLICY. Advertising shall be limited to companies, products, and services consistent with the family-oriented image maintained by ATOS. No personal messages, except classified ads by persons seeking employment in the organ field, shall be accepted.

(Board Meeting Minutes, June 30, 2013, Atlanta, Georgia; Board Meeting Minutes, July 5-10, 1986, Richmond, Virginia)

(d) JOURNAL ADVERTISING DISCLAIMER. Publication of business advertising in no way implies ATOS's endorsement of any commercial operation. However, ATOS reserves the right to refuse any ad that is not in keeping with ATOS's general standards or if complaints are received indicating that said business does not serve the best interests of the members of ATOS according to its goals and Bylaws.

(Board Meeting Minutes, July 5-10, 1986, Richmond, Virginia)

(e) PUBLICATION OF MINUTES. The Annual Membership Meeting Minutes will be published in the *THEATRE ORGAN* Journal as provided by the Secretary.

(Formerly ¶ 10(f); Board Meeting Minutes, June 19-25, 1987, Los Angeles, California; Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania; Board Meeting Minutes, June 27-July 3, 1994, Fresno, California; Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan)

(f) *(Repealed. See Minutes of April 29, 2013 Telephone Conference Meeting. Repealing policy previously adopted at Board Meeting Minutes, February 10-11, 2001, St. Louis, Missouri)*

(g) PUBLICATION GUIDELINES. All ATOS Publications shall conform to the Publication Guidelines from time to time established by the Publisher and approved by the Board.

(Formerly ¶ 10(h); Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, August 3-8, 1990, Indianapolis; Board Meeting Minutes, July 2-6, 1993, Chicago, Illinois; Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan; Board Meeting Minutes, January 2004, Tampa, Florida)

(h) Repealed. *(Minutes of Annual Board Meeting, June 30-July 5, 2013, Atlanta, Georgia; Board Meeting Minutes, June 28, 2011, Providence, Rhode Island; Formerly ¶ 10(i); Board Meeting Minutes, January 29-30, 1994, St. Louis, Missouri)*

(i) JOURNAL ARTICLES. Articles in the Journal may include those concerned with theatre organ activities from unaffiliated organizations.

(Formerly ¶ 10(k); Board Meeting Minutes, July 11-16, 1997, Indianapolis, Indiana)

(j) JOURNAL POSTINGS. Postings need to be put into the Journal annually. The Independent Contractor positions will not be advertised as being available unless there was a potential vacancy either by resignation, unwillingness to renew, or Board dissatisfaction with the Contractor's performance. (Formerly ¶ 10(l); Board Meeting Minutes, June 30-July 5, 1998, San Francisco, California)

(k) PHOTOS. Photos submitted for publication in the Journal will be returned to the sender only if a self-addressed stamped envelope is provided or other specific instructions are given; otherwise photographs will become the property of ATOS. Photos received and not returned in accordance with the above, will be maintained either by the current Journal Editor or sent to the Archives for permanent file. (Formerly ¶ 10(m); Board Meeting Minutes, June 30-July 5, 1998, San Francisco, California; Board Meeting Minutes, February 5, 2005, Tampa, Florida)

(l) PHOTOS/BIOGRAPHICAL INFORMATION. Photographs and biographical information of the elected Directors and appointed Officers shall be published in the *Theatre Organ* Journal immediately following those individuals' respective election or appointment. (Formerly ¶ 10(n); Board Meeting Minutes, September 3-5, 1999, Wichita, Kansas)

(m) GROUP PHOTOGRAPH. A group photograph of the Board of Directors shall be published in the *Theatre Organ* Journal immediately following the Annual Convention. (Formerly ¶ 10(o); Board Meeting Minutes, September 3-5, 1999, Wichita, Kansas)

(n) ENDOWMENT FUND. The March/April issue of the Journal will include a listing of donations to the Endowment Fund and donations to the Archives. (Formerly ¶ 10(p); Board Meeting Minutes, February 10-11, 2001, St. Louis, Missouri)

(o) COPYRIGHT NOTICE. A copyright notice shall be included on all materials published by ATOS. (Formerly ¶ 10(r); Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, August 17-22, 2001, Indianapolis, Indiana)

(p) REPRODUCTION PERMISSION. Only the Publisher may grant permission to reproduce any portion of ATOS copyrighted materials in any form whatsoever. It is understood that the Publisher may request the advice of the (1) Publications Manager and the appropriate editor, (2) the Publications Review Committee, and finally (3) the Board of Directors, in that order, if deemed necessary. (Formerly ¶ 10(s); Board Meeting Minutes, August 17-22, 2001, Indianapolis, Indiana)

(q) FREELANCE AUTHORS. Every freelance author who submits an article to the Editor of any ATOS publication, including without limitation the Journal, a newsletter, a special publication, and/or the website, shall, as a condition of publication, sign the Freelance Author Agreement as approved from time to time by the Board of Directors. The Publisher and/or the Editor are hereby authorized to sign the Freelance Author Publishing Agreement on behalf of ATOS. The person signing said agreement on behalf of ATOS shall forward a fully-executed copy of the agreement to the Secretary.

(Formerly ¶ 10(t); Board Meeting Minutes, June 27, 2010, Seattle, Washington; repealing text adopted on April 24, 2002, Chicago, Illinois)

(r) JOURNAL INDEX. The Journal Index, published annually, will only be available in computer (CD) form. (Formerly ¶ 10(u); Board Meeting Minutes, February 5, 2005, Tampa, Florida)

(s) INVOICES. All invoices from vendors for work done for any ATOS publication are to be sent to the Publisher for approval before payment is made by the Treasurer. Additional copies are to be sent to the Chairman and Journal Editor.

(Formerly ¶ 10(v); Board Meeting Minutes, January 7, 2006, St. Louis, Missouri)

(t) WEBSITE TERMS & CONDITIONS OF USE AND PRIVACY POLICY. The Terms And Conditions Of Use And Privacy Policy may be found online at the ATOS Website.

(By unanimous written consent, effective January 18, 2011)

11. ELECTIONS

(a) BOARD NOMINATIONS. Board of Director candidate statements shall be limited to 150 words maximum, which will be printed as submitted. Any statement over 150 will be disqualified. Specific information on word count will be published in the THEATRE ORGAN Journal. Candidate résumés can be sent by postal service, to the Nominating Committee Chairperson. It is strongly recommended that nominations be sent via return receipt or similar mail class if international. Nominations may also be sent digitally; however, the sender MUST verify receipt of the nomination by the Chairperson. All statements must include the candidate's phone number. A photograph is requested.

(Board Meeting Minutes, August 3-8, 1990, Indianapolis, Indiana; Board Meeting Minutes, July 4-10, 1991, San Francisco, California; Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania; Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan, Board Meeting Minutes, May 23-29, 2006, Tampa, Florida. Part of text previously codified at ¶ 11(h) and recodified at ¶ 11(a) as reported in Board Meeting Minutes, February 4, 2007; Chicago, Illinois)

(b) BALLOTS. Ballots shall be sent to members by direct mail. The Membership Secretary is responsible for mailing the ballots.

(Board Meeting Minutes, June 30-July 5, 1988, Portland, Oregon; Board Meeting Minutes, January 29-30, 1994, St. Louis, Missouri; Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan)

(c) BALLOT INFORMATION. Ballots must indicate the number of vacancies to be voted for, and explain how the vacancies are being handled.

(Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania)

(d) NOMINATING COMMITTEE. The Nominating Committee chairperson need not handle the nomination of Officers since they are appointed by the Board. It will be the responsibility of the Chairman to put an article in the THEATRE ORGAN Journal for a call for candidates for Officers prior to the Annual Board of Directors' meeting.

(Board Meeting Minutes, June 27-July 3, 1994, Fresno, California)

(e) ELECTION RESULTS. Election results published in THEATRE ORGAN will be the information provided by the Secretary which will include names of all candidates and votes received by each candidate. There will also be a listing of the total number of votes received and other pertinent statistics. Write-in votes will not be listed.

(Board Meeting Minutes, February 4, 2007; repealed text from Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan)

(f) RETENTION OF BALLOTS. Ballots from annual elections will be retained by the election teller for a period of twelve (12) months following the announcement of the election results, and then destroyed.

(Board Meeting Minutes, June 27-July 3, 1996, Pasadena, California)

(g) GENERIC STATEMENT—ELECTION OF DIRECTORS. The “generic” statement attached to the Nominating Committee job description will be used each year for announcing the election process in the Journal.

(Board Meeting Minutes, February 10-11, 2001, St. Louis, Missouri)

(h) GENERIC STATEMENT—APPOINTMENT OF OFFICERS. In accordance with Section 5.2 of the ATOS Bylaws, the following “generic statement” shall be printed in the Journal and shall be published on the ATOS Website each year for announcing the process for nomination and election of officers. This statement shall appear in the Journal and on the Website at least sixty (60) days prior to the date of the annual Board of Directors meeting.

Call For Nominations

As provided in Section 5.2 of the ATOS Bylaws, the Board of Directors appoints the ATOS Officers (Chairman, Vice Chairman, Secretary, and Treasurer) each year at its annual board meeting. This year the Board of Directors will have that meeting in [CITY, STATE] on [DAY, MONTH, DATE, YEAR], beginning at [TIME 0:00 AM/PM].

Any person at least 18 years of age who has had continuous ATOS membership for at least the last two years is eligible to seek appointment as an officer. Candidates for these offices are encouraged to submit written résumés to the ATOS Chairman, [NAME], by [DATE 30 DAYS PRIOR TO START OF MEETING]. It is strongly recommended that nominations be sent via “return receipt” or similar mail class if international. Nominations may also be sent digitally; however, the sender MUST verify receipt of the nomination by the ATOS Chairman. Any written materials that are submitted to the ATOS Chairman by the above date will be distributed to the Board of Directors prior to the Board meeting. In addition, any ATOS member may attend the Board meeting in person (at his or her own expense) and nominate at the meeting any eligible candidate for these offices.

Candidates are expected to present themselves at their own expense to the Board for a personal interview on the morning of [DATE OF THE MEETING]. Appointment will immediately follow the interview process. Successful candidates must be ready to assume the duties of their office at the conclusion of the Convention and must also be available to participate in the remainder of the Board meeting following their appointment. Reimbursement of travel (economy airfare or equivalent) and hotel expenses will be made by ATOS for those appointed.

(Board Meeting Minutes, February 4, 2007, Chicago, Illinois)

(i) CANDIDATE ELIGIBILITY—CONTINUOUS MEMBERSHIP. As provided by ATOS Bylaws Sections 4.2(a) and 5.2, any otherwise qualified member 18 years of age having held continuous membership for two years prior to nomination may serve as a Director or Officer of ATOS. For the purposes of determining a candidate’s eligibility under these rules, membership shall be considered “continuous” during any two year period if no more than one month has elapsed between the expiration and subsequent renewal of the candidate’s membership.

(Formerly ¶ 11(j); Telephone Conference Board Meeting Minutes, April 15, 2009 (adding “otherwise qualified” in light of amendment to ATOS Bylaws § 4.2(e); Board Meeting Minutes, June 30, 2007; New York, New York)

(j) CANDIDATE ELIGIBILITY—PAST DUE DEBTS. No person shall be qualified to run for or serve on the ATOS Board of Directors who has any outstanding debt obligation to ATOS that is more than thirty (30) days past due. *(Minutes Of Telephone Board Meeting, October 13, 2010).*

(k) APPOINTMENT OF CHAIRMAN AND VICE-CHAIRMAN. Whenever practical, the ATOS Board will appoint the Chairman and Vice-Chairman of the Board from the elected Board members.
(*Minutes Of Telephone Board Meeting, June 12 , 2013*).

12. ENDOWMENT FUND

(a) GENERALLY. The ATOS Endowment Fund shall be administered in accordance with the provisions of the Endowment Fund Resolution And Declaration Of Trust, as from time to time amended by the Board.

(*Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, February 1-2, 1997, St. Louis, Missouri*)

(b) BROCHURE. An Endowment Fund brochure will be produced and sent out each year with new member and renewal membership cards by the Membership Secretary.

(*Board Meeting Minutes, June 30-July 5, 1998, San Francisco, California; Board Meeting Minutes, December 1, 2002, San Diego, California*)

(c) REDISTRIBUTION OF UNCLAIMED FUNDS. Previously-awarded Endowment Fund grants shall be available for re-distribution if not claimed within one year, and will not be returned to the trust fund principal.

(*Action by unanimous written consent on October 5, 2012; Board Meeting Minutes, June 30, 2007, New York, New York; Board Meeting Minutes, February 10-11, 2001, St. Louis, Missouri*)

13. EXECUTIVE COMMITTEE

(a) POWERS OF THE EXECUTIVE COMMITTEE. Subject to the oversight and control of the Board, and subject to any limitations imposed by applicable law or the ATOS Bylaws, the Executive Committee is authorized to:

- (i) approve any expenditure of funds not to exceed \$5,000.00 per item;
- (ii) invite and authorize the payment of expenses for persons it deems essential to the conduct of Board of Directors' meetings and/or conventions;
- (iii) review and resolve, in accordance with the Convention Handbook, any disagreements between a Chapter hosting a convention and the Convention Planning Coordinator regarding any matter relating to the convention.
- (iv) take any action required or permitted to be taken with respect to the Contract Administrator and/or any Legal Document as provided in ATOS Policy ¶ 1(c).
- (v) assign tasks to and supervise the positions of President/CEO, *Theatre Organ* Editor, and the ATOS Membership Secretary, in accordance with the terms and conditions of the applicable contract(s).

(*Telephone Conference Board Meeting Minutes, August 24, 2010; Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania*)

14. MEMBERSHIP SECRETARY

(a) COMPLIMENTARY MEMBERSHIPS. The Library of Congress and the Smithsonian Institution are to be on the member list for receiving the *THEATRE ORGAN* Journal without charge.
(Formerly ¶ 14(d); Board Meeting Minutes, January 27-28, 1996, Portland, Oregon)

(b) CALENDAR. A postcard-type {later decided to send out a calendar listing with the election ballots because of the size of the document} mailing will be made to all members outlining dates of events or calendar highlights during the year such as conventions, competitions, scholarships, awards, etc. The Secretary will provide information from the master calendar by December 1st.
(Formerly ¶ 14(e); Board Meeting Minutes, April 24, 2002, Chicago, Illinois)

(c) Expired Memberships. Renewal notices shall be included for two Journal publication cycles prior to a member's expiration. No Journals will be sent following expiration. At least two letters to be sent following the expiration, encouraging renewal.
(Formerly ¶ 14(f); Board Meeting Minutes, April 5, 2003, St. Louis, Missouri; amended per Board Meeting Minutes, October 21, 2014)

(d) APPROVAL OF MEMBERSHIPS. Absent contrary instructions from the Board of Directors, and subject to the oversight and review of the Board, the Membership Secretary's entry of a prospective member's information (name, address, etc.) onto the ATOS membership roll shall constitute approval of that member's application.
(Formerly ¶ 14(g); Minutes Of Telephone Conference Call Board Meeting, September 30, 2009)

15. HONORARY MEMBERS

(a) JOURNAL MAILING. Honorary Members will receive their issues of the *THEATRE ORGAN* Journal via bulk mail, however, they will have the option to upgrade to first class mail.
(Board Meeting Minutes, January 29-30, 1994, St. Louis, Missouri)

16. MEMBERSHIP DUES

(a) ANNUAL DUES CATEGORIES: (effective January 1, 2014)

Student	(23 and under)	\$ 25
Regular		\$ 50
Contributing		\$ 75
Sustaining		\$ 100
Patron		\$ 200
Benefactor		\$ 500
(All above are annual dues)		
President's Circle		\$1,000
Life Member		\$2,500

(Minutes of Annual Board Meeting, June 30-July 5, 2013, Atlanta, Georgia; Minutes Of Telephone Conference Board Meeting, August 11, 2009 (adding "Life Member" category effective January 1, 2010; Board Meeting Minutes, August 17-22, 2001, Indianapolis, Indiana; Board Meeting Minutes, January 7, 2006, St. Louis, Missouri. See also ATOS Policy 16(d))

(b) USE OF CREDIT CARD. MasterCard and Visa credit cards may be used for paying dues, making donations to ATOS, and for the purchase of ATOS products and services.

(Board Meeting Minutes, January 29-30, 1994, St. Louis, Missouri; Board Meeting Minutes, January 2004, Tampa, Florida)

(c) STUDENT MEMBERSHIP. A student ATOS membership will be offered at \$25 (plus \$15 for outside US) per year for full-time students 23 years of age and under. Proof of enrollment as a full-time student in an educational institution will be required. This will be effective no later than January 1, 2002.

(Formerly ¶ 16(d); Board Meeting Minutes, August 17-22, 2001, Indianapolis, Indiana)

(d) ALTERATION OF DUES. The Board may, from time to time, alter any dues amount for promotional purposes.

(Formerly ¶ 16(e); By unanimous written consent September 13, 2010)

17. CORPORATE HEADQUARTERS / REGISTERED AGENT

(a) ADDRESS OF REGISTERED AGENT. The address of the ATOS Registered Agent is:

American Theatre Organ Society, Inc.

Mr. Craig Peterson

7800 Laguna Vega Drive

Elk Grove, CA 95758

(Telephone Conference Call Minutes, May 21, 2009. Replacing address of corporate headquarters as reflected in Board Meeting Minutes, July 2-6, 1993, Chicago, Illinois)

18. ORGANIST COMPETITIONS

(a) YOUNG THEATRE ORGANIST COMPETITION. The Young Theatre Organist Competition shall be conducted according to the rules and regulations from time to time published by the Young Theatre Organist Competition Committee.

(Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, February 4, 2007, Chicago, Illinois; replaces prior repealed text from Board Meeting Minutes, August 2-7, 1985, Chicago, Illinois; Board Meeting Minutes, July 2-6, 1993, Chicago, Illinois; Board Meeting Minutes, June 28-July 4, 1995, Detroit, Michigan)

(b) JUDGES. Directors are excluded from judging ATOS-sponsored competitions.

(Board Meeting Minutes, August 2-7, 1985, Chicago, Illinois)

(c) YOUNG THEATRE ORGANISTS CONVENTION CONCERT. The Convention host Chapter will be required to invite the previous year's Young Theatre Organist Competition overall winner to perform in a full Convention concert performance, unless otherwise exempted by the Young Theatre Organist Competition Committee.

(Board Meeting Minutes, June 19-25, 1987, Los Angeles, California)

(d) AMATEUR THEATRE ORGAN COMPETITION. The Amateur Theatre Organ Competition shall be conducted according to the rules and regulations from time to time published by the Amateur Theatre Organ Competition Committee.

(Formerly ¶ 18(g); Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, July 3, 2003, Oakland, California; action by unanimous written consent August 27, 2003; Board Meeting Minutes, January 2004, Tampa, Florida; Board Meeting Minutes, May 23-29, 2006, Tampa, Florida)

19. PRESIDENT'S CIRCLE & LIFE MEMBER

(a) BENEFITS—PRESIDENT'S CIRCLE. President's Circle Member benefits include first class mailing of the ATOS publications and voting privileges for life.
(Board Meeting Minutes, January 27-28, 1996, Portland, Oregon).

(b) BENEFITS—LIFE MEMBER. Beginning on January 1, 2010, the category "Life Member" shall include membership in ATOS without paying any further dues during the individual's lifetime and receipt of publications at the first-class postage rate. This would also include any non-US surcharges such as first-class airmail postage as applicable.
(Minutes of Telephone Conference Call Board Meeting, August 11, 2009).

20. SCHOLARSHIPS

(a) ANNUAL SCHOLARSHIPS. ATOS Organist Scholarships shall be awarded in accordance with the rules and regulations from time to time published by the Scholarship Committee.
(Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, August 3-8, 1990, Indianapolis, Indiana; Board Meeting Minutes, July 2-9, 1992, King of Prussia, Pennsylvania; Board Meeting Minutes, July 2-6, 1993, Chicago, Illinois; Board Meeting Minutes, July 1, 2004, Milwaukee, Wisconsin)

(b) DAVID L. JUNCHEN TECHNICAL SCHOLARSHIP. The David L. Junchen Technical Scholarship shall be awarded in accordance with the rules and regulations from time to time published by the David L. Junchen Technical Scholarship Committee.
(Minutes of Telephone Board Meeting, October 13, 2010; Board Meeting Minutes, August 17-22, 2001, Indianapolis, Indiana)

21. MARKETPLACE

(a) MANAGER. The Manager of the Marketplace shall have the responsibility for pricing items for sale.
(Formerly ¶ 21(c); Board Meeting Minutes, January 31, 2004, Tampa, Florida; Board Meeting Minutes, January 30, 2000 (renaming the Marketplace from "Special Services"))

(b) EXCESS JOURNAL DISPOSITION. 100 copies of each issue of the Journal shall be provided to the Marketplace to fulfill back-issue orders. Quantity in excess of 25 pieces of any issue ten years old or more may be disposed of at the discretion of the Marketplace Manager.
(Board Meeting Minutes, June 30, 2013, Atlanta, Georgia; Formerly ¶ 21(d); Board Meeting Minutes, July 1, 2004, Milwaukee, Wisconsin)

22. ATOS MEMBERSHIP LIST

(a) The ATOS Membership List ("Membership List") is a corporate asset and is the sole and exclusive property of ATOS. For the purposes of this paragraph, the Membership List shall consist only of the names and addresses of the members in good standing of ATOS. The Membership List shall not include any other information such as telephone numbers and/or e-mail addresses. *(By unanimous written consent, August 14, 2007. Supersedes repealed text previously codified at ¶¶ 8(d) and 14(a).)*

(b) Any member in good standing of ATOS may obtain from the Membership Secretary free of charge and upon written demand an alphabetized copy of the Membership List, provided that the reason the information is sought is reasonably related to the person's interest as a member of ATOS. Upon receipt of a proper request, the Membership Secretary shall furnish the Membership List to the requesting party within

ten (10) business days of the request. *(By unanimous written consent, August 14, 2007. Supersedes repealed text previously codified at §§ 8(d) and 14(a).)*

(c) The Chairman or Secretary of any ATOS Chapter may obtain from the Membership Secretary free of charge and upon written demand an alphabetized copy of the Membership List, provided that the reason the information is sought is reasonably related to the activities of that chapter. Upon receipt of a proper request, the Membership Secretary shall furnish the Membership List to the requesting party within ten (10) business days of the request. *(By unanimous written consent, August 14, 2007. Supersedes repealed text previously codified at §§ 8(d) and 14(a).)*

(d) Subject to approval of the Board, the Membership Secretary may provide a copy of the ATOS Membership List free of charge to any not-for-profit organization whose corporate purpose is similar to that of ATOS. The Board may, in its sole discretion, authorize the Membership Secretary to distribute the Membership List to any other organization, but the Membership Secretary shall assess a fee of \$250.00 to the requesting organization. *(By unanimous written consent, August 14, 2007. Supersedes repealed text previously codified at §§ 8(d) and 14(a).)*

(e) Without the express prior approval of the Board, the Membership List shall not be: (1) used to solicit money or property; (2) used for any purpose which the user does not reasonably and in good faith believe will benefit ATOS; (3) used for any commercial purpose; (4) used for any purpose in competition with ATOS; (5) sold to or purchased by any person; and/or (6) copied or distributed to any third party. ATOS reserves the right to seek injunctive relief and/or damages for any improper use of the Membership List or any information contained therein. (See, e.g., California Corporate Code § 6338). *(By unanimous written consent, August 14, 2007. Supersedes repealed text previously codified at §§ 8(d) and 14(a).)*

23. YOUTH PROTECTION POLICY

I. Purpose

Organizations that provide programs and services for young people recognize the importance of providing written and enforced policies providing guidance as to how activities will be conducted.

The American Theatre Organ Society (ATOS) desires to ensure that a safe environment exists for young persons who choose to participate in the organization's activities. It shall be the policy of ATOS to require that all officially sponsored ATOS Youth events be conducted in compliance with this Youth Protection Policy (herein "Policy").

The purpose of this Policy is to establish a set of uniform practices for conducting ATOS activities involving Youth Participants.

This Policy is designed to:

1. Provide protection for young persons participating in ATOS Youth Events;
2. Provide protection for adults and chaperones involved in official activities; and
3. Provide protection for ATOS by establishing guidelines that reduce the potential for improper conduct involving young persons.

II. Definitions

A. **Policy** – the ATOS Youth Protection Policy contained herein as may from time to time be amended by the ATOS Board of Directors.

- B. **ATOS Youth Event** – any officially sponsored activity of ATOS at which Youth Participants are present. Such events shall include but not be limited to competitions, clinics, fellowships, workshops, mentoring sessions, performances, the ATOS Summer Camp, and youth-related convention activities.
- C. **Chairperson** – the Chairperson of the committee responsible for overseeing and/or implementing the ATOS Youth Event.
- D. **Youth Participant** – any male or female under the age of eighteen (18) years of age who participates in an ATOS Youth Event.
- E. **Adult Participant** – any person over eighteen (18) years of age, including but not limited to any adult ATOS member who is appointed or requested by the Chairperson, ATOS Board of Directors, ATOS Staff Member, or ATOS President to work for or on behalf of any ATOS Youth Event.
- F. **Two Person Rule** – the requirement that two or more Adult Participants and/or chaperones, at least two of whom shall be at least twenty-one (21) years old, be present during any ATOS Youth Event or any portion thereof when a Youth Participant is present. Any parent or legal guardian shall be allowed to observe and be present during any ATOS Youth Event and may be counted as the second adult for the purposes of this rule.
- G. **Child Abuse** – the physical, sexual, or emotional maltreatment or neglect of children by adults or others with whom they have contact.
- H. **Medical Emergency** – the sudden onset of a medical condition in an ATOS Youth Event in which the Youth Participant experiences physical distress including but not limited to breathing difficulties, circulatory issues, extreme blood loss, allergic reaction, or any another serious condition.

III. Requirements of Adult Participants

The number of Adult Participants in ATOS Youth Events shall be strictly limited to those assigned a specific role essential to the success of the specific program as determined by the Chairperson. The number of Adult Participants in any event will be carefully balanced to provide (1) a sufficient number of required chaperones to ensure the safety and security of the participants, (2) the ability to maintain the Two Person Rule, and (3) sufficient support to meet the logistical needs of the activity. The Chairperson will be responsible for ensuring that non-assigned and non-approved persons are not allowed to participate in ATOS Youth Events or otherwise be in close proximity of Youth Participants. Notwithstanding, any parent or legal guardian shall be allowed to observe and be present during any ATOS Youth Event.

In some cases, participants may have reached legal adulthood and still be participating in ATOS Youth Events with younger participants under the age of eighteen. Any such participants shall at all times be bound by the same rules as all other Adult Participants for the duration of the Youth Event.

All ATOS Directors, Officers, Staff Members, and Adult Participants will be required to review the Policy and sign a written agreement verifying their understanding of and commitment to upholding this Policy. Copies of these signed policies shall be kept on file by the ATOS Secretary.

IV. ATOS Youth Event Requirements

The parent or legal guardian of a Youth Participant is responsible for his/her safety and security. However, due to the nature of certain ATOS Youth Events, it is possible that situations will occur where the Youth Participant is effectively under the care and supervision of an Adult Participant who is not the parent or legal guardian. In either case, the following guidelines shall be observed during all ATOS Youth Events:

- A. All Adult Participants, including but not limited to chaperones, coaches, and/or counselors, shall be good role models at all times. This requirement includes but is not limited to setting a proper example in speech, decorum, and personal conduct. Parents and/or legal guardians who accompany a Youth Participant must also set a proper example in front of other youth.
- B. The consumption of alcoholic beverages shall be strictly prohibited in the presence of any person under the age of 21. Any individual who is or is reasonably suspected of being under the influence of alcohol or any other substance shall be promptly reported to the Chairperson and shall be excluded from participation in the ATOS Youth Event.
- C. Appropriate attire is required of Adult Participants and Youth Participants at all times during ATOS Youth Events. The Chairperson shall be responsible for addressing inappropriate attire that detracts from the Youth Event.
- D. All participants in ATOS Youth Events, regardless of age or adult status, shall be required to comply with the rules set forth in the Policy while participating in activities with and/or when in close proximity to Youth Participants. Older participants who have reached age 18 must also serve as a good example to younger participants.
- E. The “Two Person Rule” shall be observed at all times at any ATOS Youth Event. This rule is designed to provide protection both for Youth Participants and Adult Participants.
- F. The privacy of Youth Participants shall be absolute at all times including, but not limited to changing in dressing rooms, restroom visits, etc. Should an emergency situation occur where access to a restroom, changing room, shower room, etc. is required, access will be consistent with the “Two Person Rule” and, where appropriate, utilize an Adult Participant of the same sex as the Youth Participant who is in need of emergency assistance.
- G. Separate accommodations and rooms shall always be provided for Youth Participants. Under no circumstances will there be sharing of a rooms between Adult Participants and Youth Participants. Adult Participants are prohibited from visiting the room of a Youth Participant, and *vice versa*. This restriction shall not apply to the parent or legal guardian of the Youth Participant. Should an emergency situation occur where there is no parent or legal guardian present, and which requires access to a Youth Participant’s room, access shall be consistent with the “Two Person Rule.”
- H. No secret sub-organizations or cliques will be permitted during any ATOS Youth Activity. Hazing, initiations, harassment and the like are strictly prohibited.
- I. Any one-on-one contact or private fraternization between Adult Participants and Youth Participants outside of scheduled activities is strictly prohibited.
- J. Any misconduct on the part of a Youth Participant or Adult Participant shall be immediately reported to the Chairperson and may constitute grounds for removal from the event and for future events.
- K. Under no circumstances shall an Adult Participant touch, grab, or otherwise make physical contact with a Youth Participant, except for participating in a formal handshake or when required to respond to an emergency situation.
- L. The names of all Adult Participants who will be working in proximity with or who will have personal interaction with a Youth Participant shall be checked against the National Sex Offender Website maintained by the U.S. Department of Justice (www.nsopr.gov). No person who has registered as a sex offender in any jurisdiction shall be permitted to work in proximity with or have personal interaction with a Youth Participant during any ATOS Youth Event.

- M. The Chairperson and/or ATOS Board of Directors may require additional reasonable screening and/or security measures for certain ATOS Youth Events where such measures will reasonably help to further the goals of this Policy.
- N. Any Youth Participant at an ATOS Youth Event shall be accompanied by a parent or legal guardian. No Director, Officer, or Staff Member shall serve as a legal guardian for a Youth Participant.
- O. All ATOS Chapters shall at all times be bound by the provisions of this Policy.

V. Reporting of Medical Emergencies

Each Youth Participant in an ATOS Youth Event will be required to provide a medical release form properly executed by his/her parent or guardian which allows the Chairperson to seek medical attention for the Youth Participant in the event of a Medical Emergency. The form shall include any known significant medical conditions which might impact the treatment of the participant during the course of an emergency. This form may be waived if the parent or guardian will be readily available during the activity.

If a Youth Participant has a Medical Emergency, 911 will be promptly called and his/her parent or legal guardian shall be notified as soon as practicable.

VI. Reporting of Child Abuse

While adhering to this Policy will greatly reduce the likelihood of abuse, ATOS shall immediately report any allegation of Child Abuse to the Youth Participant's parent or legal guardian, and, where appropriate, to local law enforcement officials.

All Adult Participants should be continuously alert to any indications that inappropriate conduct has occurred or is occurring. Any Adult Participant observing or receiving information relating to a possible incident of alleged Child Abuse shall immediately notify the Youth Participant's parent or guardian, the Chairperson, and the ATOS President. If the incident involves a possible violation of criminal law, local law enforcement authorities will also be contacted. In many states, failing to report suspected child abuse to law enforcement officials is also a crime.

(Action By Unanimous Written Consent, August 2, 2010; Board Meeting Minutes, April 21, 2008, Telephone Conference Call)

24. GEORGE WRIGHT MEMORIAL FELLOWSHIP (GWMF)

(a) The George Wright Memorial Fellowship Fund (hereafter "Fund") has been established to increase youth participation in ATOS, as well as youth attendance at conventions, the Summer Youth Adventure, and the Technical Experience. The Fund shall provide financial assistance to anyone between the ages of 15 and 24 to attend an ATOS Annual Convention, the Summer Youth Adventure, or the Technical Experience.

(b) A maximum number of candidates shall be selected for the Fellowship depending on the interest and earnings accrued from the Fund. The number of candidates available for the Fellowship shall be determined each year by the ATOS Treasurer, based on the interest and earnings accrued from the Fund. Any funds for the Fellowship that are not used in any given year shall be carried over for use the following year.

(c) If the GWMF Subcommittee determines that there are qualified candidates in any given year, at least one candidate shall be selected for that year's award. In the event that naming such an award requires an expenditure of an amount greater than the interest and earnings accrued from the Fund, any such excess

shall be paid out of the principal of the Fund, provided that the principal of the Fund not be diminished to a level below \$22,000.

(d) The GWMF Subcommittee shall develop and publish rules and procedures for the administration of the Fellowship and of the Fund.

(e) Distribution of the revenue from the Fund shall be redirected to help fund the Young Theatre Organist Competition.

(Minutes of Annual Board Meeting, June 30-July 5, 2013, Atlanta, Georgia; Minutes of Annual Board Meeting, June 30-July 1, 2012; Minutes of Annual Board Meeting, June 30, 2009, Cleveland, Ohio)

25. COMPENSATED POSITION SELECTION

(a) APPLICABILITY OF PROCEDURE.

(i) The procedures in this paragraph shall apply to any compensated staff position within ATOS (herein "**Compensated Position**"), including without limitation the position of President & Chief Executive, Membership Secretary, Journal Editor, Information Technology Technician, and Grant Writer.

(ii) The procedures in this paragraph shall apply only in the case of a vacancy in an existing Compensated Position, or in the case of the creation of a new Compensated Position. A vacancy shall be deemed to exist in the case of the death, resignation, incapacitation, or termination of any person holding a Compensated Position. A vacancy shall not exist, nor shall the procedures in this paragraph apply in the case of the renewal, or negotiations to renew any contract with a person currently holding an existing Compensated Position.

(b) SELECTION COMMITTEE. When a Compensated Position is to be filled under this paragraph, the ATOS Chairman shall as soon as practicable appoint a selection committee (herein "**Selection Committee**") consisting of no fewer than three (3) and no more than seven (7) persons. All members of the Selection Committee shall be ATOS members in good standing, and no person presently serving on the Board of Directors may serve on the Selection Committee. Notwithstanding, any person having operational responsibility for the Compensated Position shall be entitled to serve on the Selection Committee. It shall be the responsibility of the Selection Committee to review candidate submissions, interview candidates, and make appropriate recommendations to the Board as described herein.

(c) PUBLICATION OF AVAILABILITY OF POSITION. As soon after the appointment of the Selection Committee as reasonably practicable, a notice regarding the availability of the Compensated Position shall be published in the Journal and on the ATOS website. The notice shall advise that the position is available, briefly describe the job description of the position, and state the approved compensation for the position. The notice shall require that any candidate interested in the Compensated Position submit his/her resume and/or other materials requested by the Selection Committee to the person designated by the Selection Committee by a date not earlier than thirty (30) days from the date of publication (herein "**Submission Deadline**").

(d) REVIEW OF CANDIDATE MATERIALS. Not later than fourteen (14) days after the Submission Deadline, the Selection Committee shall review all materials submitted by the candidates and, if necessary, interview any candidates. Thereafter, the Selection Committee shall recommend up to three (3) candidates for consideration by the Board. The Selection Committee may state to the Board any preferences with respect to the candidates.

(e) SELECTION BY BOARD. Not later than fourteen (14) days after the Selection Committee makes its recommendation to the Board, the Board shall consider and review the recommendation of the Selection Committee, together with any supporting material. The Board may accept or reject the Selection Committee's recommendation in whole or in part, and/or may take any other appropriate action. The Board's decision with respect to the selection of a candidate shall be final.

(f) NOTIFICATION OF CANDIDATES. Unless such responsibility is otherwise delegated by the ATOS Chairman, the ATOS Chairman shall notify all candidates of the Board's decision as soon as possible following action by the Board.

(Minutes Of Telephone Conference Board Meeting, September 25, 2012)

26. ATOS DOCUMENT RETENTION POLICY

A. Purpose

The records of the American Theatre Organ Society (herein "ATOS") are important to the proper functioning of the organization's activities. To ensure the most efficient and effective functioning of ATOS, the following Document Retention Policy shall be observed.

Federal and state laws may require ATOS to maintain certain types of records for particular periods. Failure to do so could subject ATOS to serious civil and/or criminal penalties and could, under certain circumstances, constitute obstruction of justice, spoliation of evidence, or otherwise harm ATOS's interests. It is therefore important that each person to whom this policy applies comply with its terms at all times.

B. Applicability Of Policy

The provisions of this policy apply to all records within the possession, custody, and/or control of ATOS, its directors, officers, and/or staff members. The provisions of this policy shall not apply to any chapters or affiliates of ATOS, or any records within the possession, custody, and/or control of any ATOS chapter or affiliate.

C. Definitions

(i) BANK RECORDS. "Bank Records" include records concerning bank deposits, check copies, cancelled checks, stop payment orders, bank statements, check signature authorizations, and bank reconciliations.

(ii) CORPORATE RECORDS. "Corporate Records" are the ATOS Articles of Incorporation; ATOS Bylaws; ATOS Policies; Uniform Chapter Charter Agreements; records relating to the formation, maintenance, and dissolution of ATOS Chapters; records relating to the recognition of tax-exempt status by the Internal Revenue Service or any relevant state or local jurisdiction; board meeting minutes and/or agendas; membership meeting minutes and/or agendas; agendas and/or minutes of meetings of any ATOS committee, agendas and/or minutes of meetings of the Endowment Fund Board of Trustees. Corporate Records also include prior versions of the ATOS Articles of Incorporation, ATOS Bylaws, and ATOS Policies, even if such prior versions are no longer in effect.

(iii) FINANCIAL RECORDS. "Financial records" are all accounting and tax records including but not limited to financial statements, ledgers, audit records, invoices and expense records, federal, state, local and

property tax returns, payroll records, accounting procedures, records relating to sales and purchases involving ATOS. Financial records do not include Bank Records.

(iv) **GENERAL CORRESPONDENCE.** “General Correspondence” includes letters, e-mails, and other correspondence pertaining to ATOS, except to the extent that such correspondence constitutes a Corporate Record, Financial Record, or Legal Record, or is otherwise provided for in this policy.

(v) **HISTORICAL RECORDS.** “Historical Records” are records identified as such in good faith by the Board of Directors, or any director or officer thereof, that are no longer of use to ATOS, but by virtue of their age or research value may be of historical interest or significance to ATOS.

(vi) **LEGAL HOLD.** A “Legal Hold” is a declaration by the Chairman of the Board requiring suspension of destruction of designated records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or other similar proceedings.

(vii) **LEGAL RECORDS.** “Legal Records” include, but are not limited to all contracts; insurance policies; promissory notes; deeds; leases; mortgages; opinions and correspondence of counsel; trademark and copyright registrations; patent records; personal injury records and statements; press releases; public findings; and records relating to any litigation, reasonably anticipated litigation, or threatened litigation concerning ATOS.

(viii) **PROGRAM FILES.** “Program files” are records associated with programs and activities of ATOS, including but not limited to the Young Theatre Organist Competition, ATOS Young Organist Scholarship, Summer Youth Adventure, Technical Experience, Mentor Program.

(ix) **RECORD.** A “Record” includes all business documents of ATOS (and is used interchangeably with the term “documents”), including written, printed, and recorded materials. For purposes of this policy, a Record includes electronic copies of documents and/or other data that saved, stored, or transmitted in in electronic format.

(x) **RETENTION PERIOD.** The “Retention Period” is the period of time provided in Part IV of this policy that each record of ATOS shall be retained.

D. Retention Period

(a) Unless otherwise specified by the board, or unless any Record below is subject to a Legal Hold, the following documents shall be retained for the following periods:

Document Category	Example Of Item	Retention Period
Corporate Records	Articles of Incorporation, ATOS Bylaws & Policies	Permanent
	IRS 501(c)(3) tax-exempt recognition letter and materials, including determination letters by any state or local jurisdiction	Permanent
	Board & membership meeting minutes and agendas	Permanent

	Minutes and agendas of committee meetings and meetings of the Endowment Fund Board of Trustees.	Permanent
	Uniform Chapter Charter Agreements (UCCA) and documents relating to the formation, maintenance, or dissolution of any ATOS chapter.	Permanent
Historical Records	Any record of special historical significance, so designated in good faith by the board, or any director, officer, or staff member	Permanent
Legal Records	Contracts and agreements, promissory notes, security agreements, insurance policies	Permanent
	Deeds, leases, mortgages	Permanent
	Accident reports, or reports filed with any governmental entity	Permanent
	Records relating to any actual, threatened, or anticipated litigation	Permanent
Financial Records	Federal, state, and local tax returns	7 years
	Financial statements, audit records, including records relating to the Good Faith Financial Review	7 years
	Chart of accounts	7 years
	Ledgers and journals	7 years
Bank Records	Cancelled checks, bank statements, stop payment orders	3 years
General Correspondence	Letters and correspondence not otherwise provided for above	3 years
Program Files	Documents relating to ATOS' programs and activities (<i>e.g.</i> , Young Theatre Organist Competition, Summer Youth Adventure, Mentor Program, etc.)	3 years

(b) In the case of a declaration of a Legal Hold by the Chairman, no documents subject to such Legal Hold shall be destroyed or otherwise disposed of. The Chairman shall consult with the ATOS attorney to determine the scope, applicability, and duration of the Legal Hold, and shall timely report the same to the board.

E. Storage & Destruction Of Documents

(a) Each director, officer, and/or staff member shall, upon the expiration of his or her term of service to ATOS, send to the ATOS Historian all records of ATOS subject to this policy that are within his or her possession, custody, or control. Except as may otherwise be required by a Legal Hold, this requirement shall not apply to any record for which the Retention Period has already expired.

(b) The ATOS Historian shall safely store any and all records of ATOS that are sent to him or her by any person. Except as may otherwise be required by a Legal Hold, the ATOS Historian may at his or her discretion destroy or dispose of any record of ATOS for which the Retention Period has expired.

(Minutes Of Virtual Conference Board Meeting, September 9, 2013)

27. WEBSITE TERMS & CONDITIONS OF USE AND PRIVACY POLICY

The following shall constitute the Terms & Conditions of Use and Privacy Policy for the ATOS Website:

Effective Date: January 18, 2011

Thank you for visiting our website.

Our Terms & Conditions Of Use And Privacy Policy (“Policy”) is available to inform you of the terms and conditions that apply to your use of our website. The Policy also advises you about our collection and use of personal information so that you can make informed choices about how your own information is collected and used.

DEFINITIONS

“**Policy**” means this Terms & Conditions Of Use And Privacy Policy, together with any amendments and/or modifications hereto. “**ATOS**” means the American Theatre Organ Society, Inc., a California non-profit charitable corporation, and/or any subsidiary or affiliated company operated by the American Theatre Organ Society. “**Website**” means the website(s) located at <http://www.atos.org>, or any subsequent URL which may replace it, or any website now or later owned, operated, and/or maintained by ATOS. “**User(s)**” means (a) user(s) of the Website either collectively or individually. “**We/us/our**” means ATOS. “**You/your**” means you as a user of the Website. “**Personal Information**” means any personal details provided by you via the Website

1. ACCESS

We will provide you with access to the Website in accordance with this Policy.

2. YOUR OBLIGATIONS

You (i) agree not to use the Website (or any part thereof) for any illegal purpose and agree to use it in accordance with all applicable laws; (ii) agree not to upload or transmit through the Website any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or network; (iii) will not upload or transmit through the Website any material which is defamatory, offensive, or of an obscene, indecent, or menacing character, or that may cause annoyance, inconvenience or needless anxiety; (iv) will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired; (v) will not use the Website in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of

intellectual property, rights of confidentiality or rights of privacy); (vi) agree that in the event that you have any right, claim or action against any Users arising out of that User's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.

3. INDEMNIFICATION

You agree to be fully responsible for and fully indemnify us against all claims, liability, damages, losses, costs and expenses, including legal costs and fees, suffered by us and arising out of any breach of the Policy by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your computer or Internet access account.

4. OUR RIGHTS

4.1 We reserve the right to (i) modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or (ii) change this Policy from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Policy has been changed. If you do not agree to any change to the Policy then you must immediately stop using the Website.

4.2 We will use reasonable efforts to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

5. THIRD PARTY LINKS

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including without limitation any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

6. MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of this Policy or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

7. COLLECTION OF PERSONAL INFORMATION

7.1 ATOS may collect Personal Information in order to offer or provide goods and services to our Users. We may obtain this information from a variety of sources including but not limited to

User applications, questionnaires and other materials submitted to us by Users; transactions in which ATOS and Users are involved; activities on or in connection with the Website; and from a variety of third-party sources, such as our business customers, government repositories, consumer reporting agencies, other financial institution, and/or otherwise.

7.2 We respect Personal Information and shall comply with all applicable laws from time to time in place with respect to the privacy of Personal Information. We also take reasonable and adequate steps to ensure that Personal Information is safeguarded from unauthorized access and/or disclosure.

8. DISCLOSURE OF PERSONAL INFORMATION

8.1 To the extent we are requested by the police or any regulatory or government authority investigating suspected unlawful activities, or upon receipt of an order or subpoena from any Court, or other judicial or administrative tribunal, to provide your Personal Information and/or information concerning your activities with respect to using the Website, we shall do so.

8.2 We further reserve the right in our discretion to disclose details of your use of the Website in relation to any, or any threatened, judicial or administrative proceedings in connection with your use, or the use of anyone under your control, of the Website whether in connection with the matters set out in this Policy or otherwise.

8.3 Except as otherwise provided herein, ATOS does not disclose customer information to third parties without first giving customers an opportunity to opt-out of certain kinds of disclosures. There are some disclosures to third parties that are not subject to the opt-out, such as disclosures necessary to effect, administer or enforce a transaction requested by you, to companies that perform services for us or to prevent fraud.

8.4 We may disclose consumer information to companies affiliated with ATOS and to companies or other parties not affiliated with ATOS, including but not limited to (i) financial institutions, such as banks, credit card companies and brokerage houses; (ii) companies that process transactions or provide other services for us; (iii) government agencies; and/or (iv) credit reporting bureaus as provided by applicable law. Those disclosures may consist of the following: (i) financial background information describing a customer's financial status; (ii) identification information, such as name and address data; (iii) transaction information, such as account activity, debit activity or credit activity; and (iv) other information relating to financial matters

8.5 Many of the disclosures described herein are beneficial to Users because they permit goods and services of interest to Users to be offered at attractive rates. We strive to give Users choices about how their data will be used. You have the right to opt-out of (direct us not to make) these disclosures when the User information is about you. If you wish to opt out, or have any question(s) about your rights hereunder, please notify us as provided below under "Notices."

9. ELECTRONIC COMMUNICATIONS

9.1 Directors, officers, agents, contractors, employees (if any), and/or other representatives of ATOS may from time to time send designated confidential written communications by email, facsimile, or through other electronic means. Any such electronic communication, and any information contained, referenced, or linked within the communication shall be a confidential

communication between the original sender and the intended recipient, and shall at all times be treated as and deemed confidential.

9.2 If you receive an email from us which you believe to have been sent to you in error, you agree to contact us immediately at web@atos.org and further agree to maintain the confidentiality of such communication. Any inadvertent disclosure by us of an electronic communication shall not be deemed to be a waiver of any right or privilege with respect to the communication or any information contained therein.

10. MINORS

We do not collect or maintain information at our website from those whom we actually know are under the age of 18.

11. INTELLECTUAL PROPERTY AND RIGHT TO USE

11.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or in our licensors, as the case may be. You are permitted to use this material only as expressly authorized by us.

12. IDEAS SUBMITTED TO US

Any comments, suggestions, ideas, notes, drawings, concepts, or other material that is offered by you through this Website shall be deemed and shall remain our property. Please understand that we may have internal and/or external resources that have already developed or will develop in the future ideas similar to those suggestions and/or comments, and we will only consider your suggestions, comments, ideas, or other material under these terms. Without limitation, we shall exclusively own all now-known or hereafter-existing rights to the suggestions of every kind and nature throughout the world and shall be entitled to the unrestricted use of the comments for any purpose whatsoever without compensation to you or the provider of the information.

13. NOTICES

You may send us notices under or in connection with this Policy to web@atos.org. Proof of sending notice does not guarantee our receipt of your notice. You must therefore ensure that you have received an acknowledgement from us in writing.

14. LIMITATION OF LIABILITY

14.1 While we will use reasonable efforts to verify the accuracy of any information we place on the website, we make no warranties, whether express or implied, with respect to the content, accuracy or completeness of any information contained on or within the website.

14.2 The Website is provided on an "as is" and "as available" basis without any representations or warranties of any kind whatsoever. Unless specified in separate terms and conditions related to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the Website, or products or services offered on the Website whether by us or on our behalf including but not limited to, implied warranties of satisfactory quality, fitness for a

particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade. Further, you agree not to rely on any representation, express or implied, contained on the Website or any part thereof for any purpose.

14.3 Unless specified in separate terms and conditions related to a particular product or service, we make no warranty that the Website or products or services offered on the Website whether by us or on our behalf will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server that makes it available or products or services offered on the Website whether by us or on our behalf are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website.

14.4 You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you except as otherwise provided herein.

14.5 We will not be liable in contract, tort or otherwise if you incur loss or damage connecting to the Website through a third party's hyper-text link.

14.6 We will not be liable, in contract, tort (including, without limitation, negligence), quasi-contract or other representations or otherwise out of or in connection with the Website or products or services offered on the Website whether by us or on our behalf for (i) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or (ii) any loss of goodwill or reputation; or (iii) any special, indirect, or consequential losses in any case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

14.7 Nothing in this Policy shall exclude or limit our liability to the extent that any such exclusion or limitation would contravene applicable law.

15. SEVERANCE & SURVIVAL

If any part of the Policy shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from this Policy and shall not affect the validity and enforceability of any of the remaining provisions of the Policy. Each provision of this Policy shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

16. WAIVER

Nothing shall be construed as a waiver by us of any preceding or succeeding breach of any provision.

17. ENTIRE AGREEMENT

This Policy (as amended from time to time) contains the entire agreement between you and us relating to the subject matter covered herein and supersedes any prior or contemporaneous agreements, arrangements, undertakings or proposals, written or oral, between you and us in

relation to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of this Policy unless made in a writing signed by both of us. You confirm that, in agreeing to accept this Policy, you have not relied on any representation not expressly contained in this Policy, and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of this Policy.

18. APPLICABLE LAW

This Policy shall be exclusively governed by and construed in accordance with the laws of the United States and the State of California without reference to the choice of law provisions thereof. The state and/or federal courts in the State of California shall have the sole and exclusive jurisdiction in any dispute, except that we have the right, at our sole discretion, to commence and/or pursue proceedings in any alternative jurisdiction(s).

(Adopted by unanimous written consent, January 18, 2011, as reflected in minutes of mid-year meeting, January 22, 2011, Atlanta, Georgia).