

BYLAWS  
LOLIN, Inc.  
Adopted September 1, 2012

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Article I  
NAME

The name of this nonprofit corporation is LOLIN, Inc., doing business as Love of Labs Indiana.

## Article II PURPOSE

The purpose of LOLIN is:

- To reduce the euthanasia rate of Labrador Retrievers and Labrador mixes throughout animal shelters/animal controls in the Midwest (especially Indiana); by rescuing Labrador Retrievers and Labrador mixes, that are going to be euthanized, from these shelters;
- To spay or neuter, vaccinate, and care for these rescued dogs so that they can be adopted by approved applicants;
- To educate the general public about rescue programs, responsible dog ownership, and the prevention of dog overpopulation;
- To organize exclusively for charitable and educational purposes under Section 501(c)3 of the Internal Revenue Code. Notwithstanding any other provision of these articles, the purposes will be limited exclusively to exempt purposes within the meaning of IRC 501(c)3 and the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)3 of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)2 of the Internal Revenue Code.

## Article III MEMBERSHIP

Section 1. Any person who supports the purposes of this organization may become a member of LOLIN if they meet the following criteria:

- The member must have completed a Volunteer Agreement, Foster Application, or Adoption Application, and been approved through the process determined for that role.
- The member must have a signed LOLIN Code of Ethics on file with LOLIN.
- Members may not have been convicted for animal abuse or other similar actions contrary to the LOLIN Code of Ethics.
- Members must be 18 years or older.

Section 2. Memberships may be terminated by either:

- A member's resignation submitted in writing or by electronic mail.
- A vote by the majority of the Board for a violation of the Code of Ethics, the Volunteer Agreement or for just cause. Said member must be given notice by a representative of Board in writing or by electronic mail of the nature of the violation. Said member must also be given an opportunity to be heard in writing or in person by the Board before any action of termination may be taken. The Board may also suspend membership during investigation of the alleged violation. In lieu of membership termination, the Board may recommend a suspension of membership for a period of up to one year.

Section 3. No dues or assessments shall be made of the general members.

## Article IV MEETINGS

Section 1. General Meetings: General membership meetings of LOLIN can be held at the discretion of the Board at such time and place as shall be determined by the Board. A minimum of two meetings per year are required. Notice of each meeting shall be made in writing, by US mail or electronic mail, by the Secretary at least ten (10) days prior to the date of the meeting.

Section 2. Special General Meetings: Special meetings may be called by the President or by a majority vote of the members of the Board or upon written request of five (5) LOLIN Volunteers to the President. Notice of each meeting shall be made in writing, by US mail or electronic mail, by the Secretary at least ten (10) days prior to the date of the meeting.

Section 3. Board Meetings: The Board of Directors shall hold at least one annual meeting. Notice of each meeting shall be made in writing, by US mail or electronic mail, by the Secretary at least ten (10) days prior to the date of the meeting.

Section 4. Minutes: The Secretary shall keep a record of the proceedings at all General, Special General, and Board meetings. All records of proceedings shall be retained by the Secretary for a minimum of three (3) years and made available to the membership, upon request.

## Article V OFFICERS AND THEIR DUTIES

Section 1. Officers: The elected officers of LOLIN shall be the President, Vice President, Secretary, Treasurer, and three (3) At-Large Directors. The officers shall be elected by the LOLIN members in good standing during the annual general election to serve a term of two (2) years, beginning January 1 following the election. The officers will not receive compensation for holding these positions, outside of reimbursement that they would be entitled to receive for voluntary activities, pursuant to LOLIN's policies and procedures that would apply to any member's volunteer activities.

Section 2. Duties of President: It shall be the duty of the President to provide overall leadership to the organization. The President will preside at all LOLIN Board of Directors and General Membership meetings, and will have the usual powers and duties of the office of the President. The President shall sign all contracts and legal documents that bind LOLIN. In addition, the President will be responsible for calling any special meetings of the Board or the general

membership. The President shall regularly review and respond to all LOLIN Board email correspondences. In the event that the President no longer can serve, the Vice President may be installed as the President to fill the unexpired term and a new Vice President appointed by the Board. If the Vice President is unwilling to become the President, a special election shall be held.

Section 3. Duties of Vice President: It shall be the duty of the Vice President to exercise the power of the President in case of the President's death, absence or incapacity until a new President can be elected. The Vice President shall fill in for the President at times when he is unable to serve temporarily and shall assist the President with day-to-day activities as needed. The Vice President shall regularly review and respond to all LOLIN Board email correspondences.

Section 4. Duties of Secretary: It shall be the duty of the Secretary to keep a record of the proceedings at all General, Special General, and Board meetings and make these records available to the membership, upon request. The Secretary will schedule Board and General Membership meetings, develop agendas, and send out notification of these meetings. The Secretary shall regularly review and respond to all LOLIN Board email correspondences. The Secretary also shall be responsible for all other logistical aspects as agreed upon by the Board of Directors.

Section 5. Duties of Treasurer: It shall be the duty of the Treasurer to collect and receive all monies due or belonging to LOLIN, to be custodian of all its funds, and to maintain a business relationship with the bank holding the accounts for LOLIN. It shall be the duty of the Treasurer to disperse funds for approved expenses and for reimbursement for approved expenses pursuant to LOLIN's policies and procedures. Any expense or disbursement of LOLIN funds that exceeds \$1,000.00 will require a secondary approval by any other member of the Board, unless that expense is an emergency for a dog. The Treasurer shall also keep accurate accounts of all receipts and disbursements in the corporate books. The books shall at all times be open to inspection by the Board. The Treasurer shall report, at every Board and General meeting, the condition of LOLIN finances. The Treasurer shall regularly review and respond to all LOLIN Board email correspondences. The Treasurer shall ensure that receipts to supporters for all donations, both financial and in-kind, are distributed to donors per Internal Revenue Service regulations.

Section 6. Duties of At-Large Directors: The Directors shall attend the Board meetings and have the power to vote on all issues. They may take over for other Board members in the case of death, illness, or incapacity either until the term of office expires or until a special election can be held.

## Article VI BOARD OF DIRECTORS

Section 1. Members: The Board of Directors shall consist of the President, Vice President, Secretary, Treasurer, and three (3) Directors-at-Large, all of whom must be members in good standing. They shall be elected for two-year terms in the manner described in Article VII.

Section 2. Responsibilities: General management of LOLIN's affairs shall be entrusted to the Board of Directors. All contracts and legal documents that bind LOLIN shall require Board approval by a majority vote of the entire Board membership.

Section 3. Board votes: For any Board vote, a majority vote of the entire Board membership is required. If there should be a tie vote, the result shall be considered a "no" vote.

Section 4. Closed votes: Any Board vote may be closed by the request of one Board member.

Section 5. Removal: Any Board member may be removed from office by a 2/3 vote of the filled Board members for violations of the LOLIN Code of Ethics or for just cause. Said member must be given notice by a representative of Board in writing or by electronic mail of the nature of the violation. Said member must also be given an opportunity to be heard in writing or in person by the Board before any action of termination may be taken.

## Article VII ELECTIONS

Section 1. Nomination Process: The Nomination Process shall be open to all members in good standing. All such members will be eligible to run for any elected position. Further, all members in good standing may also nominate another member in good standing for any elected position.

Section 2. Nomination Time Frame: All nominations for any elected position must be submitted to the Election Committee in writing or by electronic mail no later than the date designated by that committee. Nominations received after that date will not be valid.

Section 3. Consent of Nominee: No nomination will be accepted without consent of the nominee.

Section 4. Election Committee: An Election Committee, comprised of members not currently acting in any other elected positions or members who are not willing to be elected for the new term, will be chosen by the Board prior to August 1st of the election year. The Election Committee will be responsible for the overall supervision of the election process including collecting the nominations, distributing the election ballots, and announcing the results of the nominations. This process must be completed before the end of the calendar year prior to the date when new Officers begin their duties.

Section 5. Elections: Only members in good standing may cast ballots. All voting must be conducted by closed ballot and can be completed in person or returned by US Mail or via email directly to the Election Committee prior to the end date and time established by the Election Committee. Whenever feasible, an electronic system with secret balloting and vote counting should be used. Winners of the election are determined by the majority of the votes received without a minimum number of votes required.

Section 6. Vacancy: A vacancy in an elective office or directorship, other than the Presidency, shall be filled for the unexpired term by an appointment from the Board. A position may remain vacant until the next general election.

Section 7. Unfilled Positions: In the event that no one is willing to assume the role as President, LOLIN will be disbanded and the outgoing President and Treasurer will retain office for the dispersal of assets.

## Article VIII CODE OF ETHICS

Section 1. Animal Care: With full recognition that the best possible motives do not always produce perfect results, LOLIN volunteers pledge to:  
Provide all dogs in our care with adequate quantities of nourishing food, fresh water, and adequate exercise;  
Provide safe, secure and clean facilities with adequate shelter;  
Provide appropriate veterinary care to all dogs, including immunizations and parasite treatments as needed;  
Give loving attention to every dog LOLIN rescues;  
Train all dogs with positive reinforcement methods.

Section 2. Placement Practices: We pledge to:  
Screen all prospective adopters to the best of our ability;  
Educate potential adopters during the interview and home visit process regarding their future responsibilities as dog owners;  
Be honest about the faults or potential faults of the breed and dog being adopted, and remain available to the adopter for further support if it is needed;  
Refuse to deal knowingly with dog retailers, dog wholesalers, and unethical dog breeders;  
Refuse to supply dogs for gifts, raffles, "give away" prizes, or other projects;  
Refuse to approve any adopter when we have reason to believe that the dog will be poorly cared for;  
Never surrender our own animals to a shelter;  
State in contractual terms, that if for any reason the adopter(s) cannot keep the dog that LOLIN will take the dog back and assume full and total responsibility for the dog's welfare.

Section 3. Public Contact: We pledge to:  
Conduct all of our affairs concerning dogs in such a way that our behavior brings credit to the image of dogs and dog ownership in the community;  
Conduct ourselves in a professional and courteous manner realizing that we are the face of LOLIN;  
Clean up after our dogs when walking or exercising them in public and keep them under control at all times;  
Remember that volunteers are essential to our mission and conduct ourselves with compassion towards our fellow volunteers, understanding that each volunteer has a life outside the scope of the LOLIN rescue efforts. No volunteer will be asked to do more than his conscience dictates;

Abide by the local laws pertaining to pet ownership.

Section 4. Business Agreements: We will:

Use contracts that are ethically sound as well as legally binding and which seek to protect the dog, the adopter, LOLIN volunteers and LOLIN;

Strive to uphold the intent as well as the letter of such agreements.

## Article IX

### RESCUE POLICY

Section 1. Breed: Purebred Labrador Retriever and Labrador Retriever mixed dogs may be accepted by LOLIN. It is not necessary that the dog be registered with the American Kennel Club (AKC). Every effort shall be made to ascertain that the dog exhibits the standard personality traits of the breed. Older dogs and dogs with medical problems may be accepted into the rescue program.

Section 2. Referrals: In the event that an owner surrendered dog cannot be accepted in LOLIN's program, contact and phone numbers for other 501(c)3 rescue groups may be provided.

Section 3. Priority: Priority should be given to dogs as follows:

Abuse situations;

Shelters with which LOLIN has a working relationship;

Dogs, including strays, that are recommended by a LOLIN volunteer in good standing;

Owner surrendered dogs.

Section 4. Property: All dogs accepted into the LOLIN rescue program shall become the property of the organization.

Section 5. Refusal: LOLIN will not accept into the rescue program:

Any dog that the Board feels it cannot place into a new home;

Any dog with medical conditions that the Board, after consultation with a veterinarian, feels it cannot place into an adoptive home;

A dog with a history of biting a human. A dog with a history of unprovoked aggression toward other animals or people (other than biting) may be denied based on the decision of the Board; LOLIN reserves the right to reject any dog for any reason.

Section 6. General: LOLIN will pay for all pre-approved medical needs of the dogs in LOLIN rescue program and will provide maintenance medications. LOLIN does not pay for dog food, toys or other daily care supplies, but may provide assistance in this area when approved by the Board. LOLIN dogs should be crated when not supervised until the foster home can make a confident evaluation of the dog's temperament and behavior while left alone or with people. LOLIN may supply a crate, if needed.

Section 7. Damages: LOLIN may, but is not required, to pay for any damage caused by a foster dog whether damage is to personal property, another animal, or person.

## Article X

### MANAGEMENT OF ACCEPTED DOGS

Section 1. Owner Surrender: At the time of acceptance into the LOLIN rescue program, a Surrender Agreement must be signed by the owner. The owner must agree to maintain all veterinary care and care for the dog while LOLIN screens applications for said dog.

Section 2. Stray: Upon notification that assistance is needed in placing a stray and prior to acceptance into the LOLIN rescue program, the following should be verified.

The dog is a Labrador Retriever or Labrador Retriever mixed dog. A LOLIN volunteer will evaluate the dog's health and temperament;

The individual has made appropriate efforts to locate the dog's legal owner including, but not limited to, calling local shelters, veterinarians and posting "found dog" posters in the community and that the dog has been scanned for a microchip;

The dog has been a stray for the period defined by the jurisdiction where the dog was found.

After that time, the dog will be considered the legal property of the finder and he may complete a Surrender Agreement for the dog to enter the LOLIN rescue program.

Section 3. Shelter: LOLIN will maintain a working relationship with shelters known to be truthful and diligent in their assessment of the dogs in their care. These shelters will be given priority over other shelters when intake decisions are made.

a. A temperament assessment will be done on the dog to ensure it meets the breed personality traits;

b. A heartworm test will be completed, if possible;

c. Background information including surrender and medical/vaccination records will be requested;

Section 4. Post Acceptance: The following will be given by a volunteer or arranged with an approved source, unless the LOLIN has received proof that the dog is up to date:

Wellness examination by an approved veterinarian, if deemed necessary;

DHLPP or DHPP vaccination;

Rabies immunization;

Heartworm test;

Spay/Neuter;

Bordetella (when recommended);

Fecal test (when recommended);

Microchip insertion;

A LOLIN collar and foster dog tag shall be worn at all times until adoption.

## Article XI



## EUTHANASIA

LOLIN recognizes euthanasia is an option of last resort. It also recognizes that such an option, while difficult, may be necessary for the humane treatment of an animal.

Section 1. Quality of Life: A serious medical condition evaluated by a veterinarian is a valid reason for euthanasia.

Section 2. Safety: A dog that may not be safely adopted by a family may be euthanized. Consultations with trainers and/or behaviorists shall be made to determine if the dog can be retrained. Any dog that has bitten a person may be euthanized after the quarantine period has expired. The liability that LOLIN would take on when allowing an unsafe dog to be placed in a home shall be considered by the Board.

Section 3. Procedure: Euthanasia shall be done in a humane way by a qualified individual with a LOLIN representative present.

## Article XII

### APPLICANTS FOR RESCUE DOGS

Section 1. Application: All potential adopters must complete and submit an application form to adopt a dog from LOLIN. There will be an initial review of each application to ensure that it appears to be a suitable home. If not, a Board member will contact the family to notify them of denial. An application may be denied at any stage below.

Section 2. Telephone Interview: A telephone interview will be conducted.

Section 3. Reference Check: References provided on the application will be checked. If the applicant currently owns a pet, a positive veterinary reference check is required.

Section 4. Home Visit: A volunteer will be assigned to conduct a home visit with the entire family to discuss safety measures, what to expect in a rescue and to ascertain what type of dog will fit into the family. The volunteer will also verify to the best of his ability that the family will commit to a life-long relationship with the adopted dog.

Section 5. Denial: Applicants may be denied for many reasons, and may be denied from adopting one dog but approved to adopt a different dog. The needs of the dog will be the priority in placement. Adoptions are not made on a first come first served basis. Any of the following reasons may be cause for denial:

Applicant plans to breed dogs;

Applicant misrepresents information on the application;

Applicant plans to keep the dog outside or plans to allow dog to run free;

Applicant's veterinarian indicates a history of poor care for other animals;

Applicant has a history of relinquishing other pets;

Applicant turns down more than three (3) rescue dogs which are deemed suitable for his family;

Applicant will only accept an age or dog personality that is not suited for the applicant (i.e. elderly person who wants a very young dog);  
Applicant owns other dogs that are not altered, are aggressive, or are not current on vaccinations or heartworm testing or heartworm prevention;  
Applicant rents a home or apartment and landlord has not given approval or cannot be contacted by LOLIN for approval;  
Applicant has no fence and it appears the dog would be at risk due to lack of fencing;  
Applicant's home is unkempt and potentially unsafe with clutter or items that can be considered harmful to a dog's health;  
Home visit volunteer strongly recommends applicant not be approved;  
Applicant refuses to take newly adopted dog through obedience training.

### Article XIII

#### RETURN OF PREVIOUSLY ADOPTED DOG

Section 1. Follow-up: If through the follow-up process or contact from the owner LOLIN is made aware that a dog previously adopted should come back into the program, the dog will be accepted as quickly as possible.

Section 2. Aggression: If a dog has been found to have aggressive tendencies, the owner will be counseled beginning with behaviorists or training counselors. If training does not correct behavior the owner will be notified that if the dog is returned to LOLIN there is a possibility that the dog may be euthanized.

Section 3. Contract: If LOLIN learns that an owner has violated the terms and conditions of the Adoption Agreement, the Board will review the data and may reclaim the dog.

### Article XIV

#### FINANCES

Section 1. Fiscal year: The fiscal year of LOLIN shall be from January 1st through December 31st, beginning with 2013. Prior periods were from May 1 to April 30 and a partial year will be used for May 1, 2012 to December 31, 2012.

Section 2. Adoption fees: The adoption fee is based on various factors such as the dog's age, breed status, length of time in rescue program and medical conditions. The adoption fee may be waived at the discretion of the Board.

Section 3. Expenses: All major expenses must be preapproved by a Board member prior to being incurred. Priority shall be given to expenses that directly affect the quality of life of the dogs in the care of LOLIN. Reimbursement to members may be made following the LOLIN policies and procedures and proper documentation is required.

Section 4. Check Signatures: LOLIN will have three (3) authorized check signers on the bank accounts. The President, Vice President and Treasurer will be the authorized signers when these positions are filled.

Section 5. Responsible Management: LOLIN must always conduct its business in a financially responsible manner. Payment for goods and services must be made in a reasonable time after receipt. LOLIN cannot seek nor accept loans, and must not spend beyond the funds that are available.

## Article XV DISSOLUTION

Section 1. Lack of Board: LOLIN may be dissolved if no one is willing to fulfill the role as President.

Section 2. Membership Vote: LOLIN may be dissolved at any time by the written consent of not less than 2/3 of members in good standing.

Section 3. Assets: In the event of the dissolution of LOLIN, whether voluntary or involuntary or by operation of law, none of the property of LOLIN, nor any proceeds thereof, nor any assets of LOLIN shall be distributed to any member of LOLIN other than incidental items such as leashes and collars. After payments of the debts of LOLIN, its property and assets shall be given to a 501(c) 3 charitable organization for the benefit of dogs. The Board shall select the organization. If the Board has been dissolved, the President will determine the charitable organization.

Section 4. Dogs: Foster dogs will be offered for adoption to their current foster families with the adoption fee waived. If the foster family does not want to adopt the dog, every effort will be made to find a home for the dog or to find another rescue that will take responsibility the dog.

## Article XVI AMENDMENTS AND REVISIONS

Section 1. Vote required: Amendments and revisions to any part of these Bylaws may be made by 2/3 vote of the members in good standing present and voting at a General Meeting or Special General Meeting.

Section 2. Notice of Intent to Board : Notice of intent to amend may be submitted to the Board by any member in good standing.

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