Amended October 18, 2013

Bylaws of the Southwestern Association for Indian Arts, Inc.
Amended and Restated

Article 1. Name

The name of the Association is **Southwestern Association for Indian Arts, Inc.** (hereinafter *"SWAIA"*). The principal office of SWAIA shall be located at **215 Washington Avenue, Santa Fe, New Mexico, 87501,** but meetings of members and directors may be held at such places within the State of New Mexico, County of Santa Fe, as may be designated by the Board of Directors.

Article 2. Mission and Purpose Statement

SWAIA's mission is "Bringing Native arts to the world by inspiring artistic excellence, fostering education, and creating meaningful partnerships."

SWAIA's purpose is to be an advocate for Native American arts and cultures (particularly those in the Southwest), and create economic and cultural opportunities for Native American artists by:

- Producing and promoting the Santa Fe Indian Market as the finest Indian art event in the world
- Cultivating excellence and innovation across traditional and non-traditional art forms
- Developing programs and events that support, promote, and honor Native artists year-round

Article 3. Membership

3.1 Eligibility.

3.1.1 Any individual or entity may become a member of SWAIA by paying an annual membership fee.

3.1.2 The membership fee and categories of membership shall be established by the Board of Directors of SWAIA.

3.2 Rights and Privileges.

3.2.1 Members may recommend names of potential candidates for the Board of Directors to the SWAIA Governance Committee for consideration. Members shall be entitled to attend the annual membership meeting and attend other meetings of the Board of Directors (except when personnel matters, legal matters or other sensitive management issues are discussed).

3.3 Annual Meetings.

3.3.1 The annual membership meeting shall be held once a year at such time and place designated by the Board of Directors.

3.3.2 A written notice stating the place, date and time of the annual meeting shall be given to members at least thirty (30) days prior to the meeting.

3.4 Special Meetings.

3.4.1 Special meetings of the SWAIA members may be called at any time by the Board of Directors, or by the Chair of the Board, or by twenty percent (20%) of the SWAIA general members, and shall be held at such time and place within the State of New Mexico as shall be designated by the authority which called the meeting.

3.4.2 A written notice stating the place, date, time and purpose(s) of a special meeting shall be given to members at least fourteen (14) days prior to the meeting.

3.5 Notice of Meetings. The required notice of meetings under this Article shall be given by first class mail; fax or electronic mail to each general member at the address of such member as it appears in the records of SWAIA.

Article 4. Board of Directors

4.1 General Power. The Board of Directors shall establish the policies of SWAIA and exercise control and oversight of the financial management and administrative operations of SWAIA.

4.2 Number and Term.

4.2.1 The Board of Directors shall consist of no more than eighteen (18) members.

4.2.2 The term of each Director shall commence immediately following the duly called meeting of the Board of Directors meeting at which he/she is elected and each Director shall serve a term of two (2) years.

4.2.3 Directors shall be limited to three (3) consecutive terms, or six (6) consecutive years, whichever comes first, and will be eligible for nomination after a two (2) year absence from the board.

4.2.4 No less than one half (½) of the board of Directors shall be Native American.

4.2.5 There shall be no less than three (3) current or past SWAIA Artists on the Board of Directors (from the paragraph 4.2.4. above).

4.3 Qualifications. Any person who is a member of SWAIA and has exhibited an interest in the preservation, promotion and development of Indian arts, shall be qualified to be elected and to serve as a Director with the exception of an individual who would violate the Nepotism Policy, see paragraph 4.3.1 below.

4.3.1 Nepotism Policy. No person(s) shall serve as board members during the same time period in which another person(s) is also on the board, or an employee or a hired contractor who are "immediate family" as defined below.

4.3.2 Immediate family includes spouse, parents, children, brothers, sisters, brothers-and sisters-in-law, father- and mothers-in-law, stepparents, stepbrothers, stepsisters and stepchildren. This term also applies to individuals who are not legally related but who reside with another board member.

4.3.3 Relatives beyond immediate family and through third degree of kinship shall be eligible to serve as board members only with the approval of the board of directors.

4.3.4 If two board members become immediate family, the board of directors shall request one of them to resign.

4.4 Nominations and Elections.

4.4.1 Candidates who are qualified to serve shall be nominated by the Governance Committee. Candidates may be recommended by SWAIA Artists, members, the Artist Council, Staff, or other Board Members to the Governance Committee, but must be elected by the Board of Directors as described below.

4.4.2 The names and brief resume of all candidates shall be submitted to the Governance Committee no later than sixty (60) days before the duly called meeting of the Board of Directors at which their election is contemplated.

4.4.3 The election of the Board of Directors shall occur by a majority vote of a quorum of the Board of Directors at a duly called meeting.

4.5 Vacancies. Board vacancies may occur when a Director resigns, has been removed, or becomes too ill to continue his/her term. In which case, the Directors may elect a new Director to serve the unexpired term.

4.6 Removal of Directors. A Director may be removed by a majority vote of the Board of Directors for failure to attend two (2) or more meetings in a row or other good cause.

4.7 Annual Meeting.

4.7.1 The Board of Directors shall appoint officers and conduct other business at its annual meeting.

4.7.2 A written notice stating the place, date and time of the annual meeting of the Board of Directors shall be given to each Director at least thirty (30) days prior to the meeting.

4.8 Board Meetings.

4.8.1 The Board of Directors shall meet at least four (4) times a year at a time and place designated by the Chair of the Board.

4.8.2 A written notice stating the place, date and time of meetings of the Board of Directors shall be given to each Director at least seven (7) days prior to the meeting (excepting notification for Annual Meeting described in 4.7.2)

4.8.3 Member Proxy. Any board member may assign his/her meeting voting proxy to another member so long as such assignment is either done in writing (addressed to the Chair) or in witness by the members assembled at said meeting.

4.9 Special Meetings.

4.9.1 The Chair of the Board or at least twenty percent (20%) of the Directors may call a special meeting at a time and place designated by the authority calling the meeting.

4.9.2 Written notice stating place, date and time of the special Board meeting shall be given to each Director at least seven (7) days prior to the meeting.

4.10 Notice of Meetings. A notice required to be given under this Article shall be given either by first class mail, fax or electronic mail to each Director at the address of such Director as it appears in the records of SWAIA.

4.11 Quorum. A simple majority of all Directors shall constitute a quorum for transaction of business.

4.12 Electronic Board Meetings. The Directors may conduct a Board meeting by any electronic means (including, but not limited to telephone) when necessary to take action provided a

quorum is present. Any Director may attend scheduled Board Meetings by telephone or other electronic means.

4.13 Board Rules. The Board may conduct its meeting in accordance with Roberts Rules of Order.

4.14 Compensation. No director shall receive compensation for any service he/she may render to SWAIA as a Director. However, directors may be reimbursed for their actual expenses incurred in the performance of their duties.

Article 5. Officers of SWAIA.

5.1. Officers Appointment and Term.

5.1.1 There shall be a Chair, Vice Chair, Secretary and Treasurer of the Board of Directors.

5.1.2 The election of officers shall take place at the annual meeting of the Board of Directors.

5.1.3 The term of office for each elected Officer shall commence immediately after the annual Board meeting and shall be for a term of two (2) years. An Officer may serve no more than two consecutive terms in any office.

5.2 Vacancies. Vacancies may occur when an Officer is removed by a majority vote of the Directors for neglect of duty or whenever it is determined that the best interest of SWAIA will be served by such removal. Vacancies may also occur when an Officer resigns or is otherwise disqualified. In such event, the remaining Officers shall appoint a replacement.

5.3 Chair. The Chair of the Board shall preside at all meetings of the Board of Directors and Membership and perform such other duties consistent with the office of the Chair and other duties the Directors may delegate.

5.4 Vice Chair. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair.

5.5 Secretary. The Secretary shall be responsible for minutes of the Board, Executive Committee and Membership meetings, including the recording and transcription thereof.

5.6 Treasurer. The Treasurer shall serve as Chair of the Finance Committee and shall be responsible for reviewing the financial records of SWAIA on at least a quarterly basis and reporting, with the Executive Director, the financial condition of SWAIA at each Board meeting.

5.7 Compensation. No officer shall receive compensation for any service he/she may render to SWAIA as a Director. However, any officer may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Article 6. Chief Operating Officer and Chief Development Officer

The Board of Directors shall employ a Chief Operating Officer (COO) and a Chief Development Officer (CDO). The COO and CDO shall work together to carry out the day to day operations of SWAIA and to implement its programs and policies. Both the COO and CDO shall serve at the pleasure of the Board and shall carry out his/her duties and responsibilities in accordance with Board developed job descriptions. The COO and CDO shall serve as an Ex-Officio Members of the Board of Directors.

Article 7. Committees

7.1 Standing Committees. The composition and function and powers of each committee shall be established by the Board of Directors. There shall be three (3) standing Committees of the Board:

(A) Executive and Finance Committee. The Executive and Finance Committee shall be comprised of all Officers of the Board. The Executive and Finance Committee shall be responsible for the direct oversight of the implementation of Board policies and the administrative operations of SWAIA. The Executive and Finance Committee shall be responsible for reviewing the financial condition of SWAIA quarterly and reporting such condition to the Directors at each Board meeting. The Chairperson shall serve as the head of this committee except when it meets specifically(purposes) as the Finance Committee at which point the Board Treasurer shall serve as Chair (Section 5.6 above).

(B) Governance Committee. The Governance Committee shall be responsible for nominating, screening and selecting candidates for the Board of Directors and such other duties as established by the Board of Directors. It is the responsibility of the Governance committee to annually prepare a Board Profile, compare nominees with the skills, talents and expertise missing on the Board and present a slate of nominees at the annual meeting.

(C) Development Committee. The Development Committee shall be responsible for development and implementation of the fundraising plan; identifies and solicits funds from sources of support, working with the executive director and staff.

7.2 Other Committees. The Board may create other Ad Hoc committees it deems necessary to perform particular tasks identified by the Board. All Ad Hoc committees shall be chaired by a Director or SWAIA staff member. Committee members from the general public may be included in the Ad Hoc committee membership, but shall not constitute more than 75% of the Ad Hoc committee membership.

7.3 **Meetings.** The Standing Committees and other committees created by the Board shall conduct their meetings in accordance with the rules consistent with and established by these Bylaws. Committees shall conduct meetings as many times as necessary to accomplish their objectives and tasks.

7.4 **Composition.** All standing committees shall be chaired by SWAIA Directors (Board Members). Members of SWAIA may serve on any committee except the Executive Committee (Directors only). Each committee shall be composed of no more than twelve (12) but no less than three (3) members.).

Article 8. Open Meetings

All meetings of the Board and Committees, except meetings concerning personnel, legal or sensitive management matters, shall be open to the membership of SWAIA. Membership in attendance may only address the Board of Directors with prior written consent (at least 72 hours) of the Chairman of the Board and/or the Executive Director.

Article 9. Council of Artists

9.1 Purpose and Membership.

9.1.1 The Council of Artists helps insure ongoing communication between SWAIA and American Indian artists in order to further the mission and goals of SWAIA.

9.1.2 Membership consists of all SWAIA artists.

9.2 Governance.

9.2.1 The Council of Artists is governed by three (3) SWAIA Board Members who are also SWAIA artists. They shall select a chair.

9.2.2 Meetings of the Council membership and its officers shall be held as often as deemed necessary by the Council Chair.

9.2.3 Meetings of the Council shall be governed by rules consistent with and established by these Bylaws.

9.3 Relationship to the Board of Directors.

9.3.1 The Chair of the Council shall be a member of SWAIA Board of Directors.

9.3.2 The Chair of the Council may be elected as an officer of the Board of Directors.

9.3.3 The Council may recommend annually, or as needed, any of its members for consideration by the Governance Committee to fill additional seats on the Board of Directors.

Article 10. Books and Records

SWAIA shall keep records of its minutes and finances which shall remain confidential and accessible only to the Board of Directors, SWAIA members, or any person who is required by law to perform and inspection of SWAIA's records.

Article 11. Duties and Liabilities of Officers and Directors

11.1. Duties of Directors. As required by the Nonprofit Corporations Act (the "Act"), as the Act shall change from time to time, a Director shall perform the Director's duties as a Director, including duties as a member of any committee of the Board of Directors upon which the Director may serve, in good faith, in the manner the Director believes to be in or not opposed to the best interests of SWAIA and with such care as an ordinarily prudent person would use under similar circumstances in a like position. In performing such duties, a Director shall be entitled to rely upon factual information, opinions, reports or statements including financial statements and other financial data in each case prepared or presented by:

(A) One or more officers or employees of SWAIA whom the Director reasonably believes to be reliable or competent in the matters presented;

(B) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; or

(C) A committee of the Board of Directors upon which the Director does not serve, duly designated in accordance with a provision of the Articles of Incorporation or these Bylaws as to matters within its designated authority, which committee the Director reasonably believes to merit confidence, but the Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

11.2. Liability of Directors. No Director of SWAIA shall be personally liable to SWAIA for monetary damages for breach of fiduciary duty as a Director unless:

(A) The Director has breached or failed to perform the duties of the Director's office in compliance with Paragraph 11.1 above; and

(B) The breach or failure to perform constitutes willful misconduct or recklessness.

11.3. Immunity. Except as otherwise provided in this Paragraph 11.3, no member of the Board of Directors of SWAIA shall be held personally liable for any damages resulting from:

(A) Any negligent act or omission of an employee of SWAIA;

(B) Any negligent act or omission of another Director of SWAIA; or

(C) Any action taken as a Director or any failure to take any action as a Director unless:

(1) The Director has breached or failed to perform the duties of the Director's office; and

(2) The breach or failure to perform constitutes willful misconduct or recklessness.

11.4. Exceptions to Immunity. Notwithstanding the foregoing provisions of Paragraph 11.3, the immunity granted Directors under Paragraph 11.3 shall not extend to acts or omissions of a Director that

(A) Constitute willful misconduct or recklessness by the Director; or

(B) Are taken outside the scope of the Directors official duties. Additionally, if a Director votes to transfer assets of SWAIA in order to avoid claims against SWAIA resulting from a judgment against SWAIA, the immunity provided by Paragraph 11.3 shall have no force or effect as to that Director.

11.5 Conflict of Interest: Good Faith. A Director shall be in conflict of interest if he or she is deemed to have not acted in good faith as defined in Section 12.3. Directors deemed to be in conflict of interest may be removed according to Section 4.6 Removal of Directors of these by-laws.

11.6 Conflict of Interest: General Definition and Disclosure Requirement. Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall

(A) Fully disclose the nature of the interest and

(B) Withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

Article 12. Indemnification of Officers and Directors

12.1. Power to Indemnify in Actions, Suits or Proceedings. Subject to the Act and Section 12.2, SWAIA shall indemnify any person who was or is a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of SWAIA) by reason of the fact that such person is or was a Director or officer of SWAIA, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of SWAIA, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of SWAIA, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

12.2. Authorization of Indemnification. Any indemnification under this Article 12 (unless ordered by a court) shall be made by SWAIA only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Paragraph 12.1 above. Such determination shall be made

(A) by the unanimous vote of the Board of Directors of SWAIA at a special or regular meeting of the Directors where a quorum is present of all Directors who were not named as parties to any such action, suit or proceeding, or

(B) By special legal counsel in a written opinion. To the extent, however, that a director or officer of SWAIA has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such officer or Director shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

12.3. Good Faith Defined. For purposes of any determination under Paragraph 12.2 above, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of SWAIA, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such conduct was unlawful, if his action is based on the records or books of account of SWAIA or another enterprise, or on information supplied to such person by the authorized agents of SWAIA or another enterprise in the course of their duties, or on the advise of legal counsel for SWAIA or another enterprise or on information or records given or reports made to SWAIA or another enterprise by an independent certified public accountant or by an appraiser or other expert select-ed with reasonable care by SWAIA or another enterprise. The term "another enterprise" as used in this Paragraph 12.3 shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other

enterprise of which such person is or was serving at the request of SWAIA as a director, officer, employee or agent. The provisions of this Paragraph 12.3 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Paragraph 12.1 above.

12.4. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Paragraph 12.2 above, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of New Mexico for indemnification to the extent otherwise permissible under Paragraph 12.1 above. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such officer or director has met the applicable standards of conduct set forth in Paragraph 12.1 above. Neither a contrary determination in the specific case under Paragraph 12.2 above nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Paragraph 12.4 shall be given to SWAIA promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

12.5. Nonexclusively of Indemnification. The indemnification provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of disinterested directors, or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of SWAIA that indemnification of the persons specified in Paragraph 12.1 above shall be made to the fullest extent permitted by law. The provisions of this Article 12 shall not be deemed to preclude the indemnification of any person who is not specified in Paragraph 12.1 above but whom SWAIA has the power or obligation to indemnify under the provisions of the Act, or otherwise.

12.6. Insurance. SWAIA may purchase and maintain insurance on behalf of any person who is or was a director or officer of SWAIA, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not SWAIA would have the power or the obligation to indemnify such person against such liability under the provisions of this Article 12.

12.7. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 12 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

12.8. Limitation on Indemnification. Notwithstanding anything contained in this Article 12 to the contrary, except for proceedings to enforce rights to indemnification (which shall be

governed by Paragraph 12.4 hereof), SWAIA shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of SWAIA.

Article 13. Indemnification of Volunteers

SWAIA shall indemnify any person acting as a volunteer for SWAIA (a *"Volunteer"*) against expense and cost (including attorneys' fees) actually and necessarily incurred by Volunteer in connection with any claim asserted against Volunteer, by action of court or otherwise, under the following circumstances:

(A) Volunteer must have been working within the course and scope of Volunteer's assigned duties on behalf of SWAIA; and

(B) Volunteer activities must not have arisen to the level willful misconduct or recklessness in the performance of Volunteer's actions. The determination of whether or not the Volunteer is entitled to indemnification under this Article 13 shall be made in the sole and absolute discretion of the Board of Directors of SWAIA.

Article 14. Waiver of Notice

Whenever any notice is required to be given under provisions of the New Mexico Nonprofit Association Act or under provisions of the Articles of Incorporation the Bylaws of SWAIA, any waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article 15. Fiscal Year

SWAIA shall operate on a calendar year.

Article 16. Amendments to the Bylaws

16.1 Amendments. The Bylaws may be amended or repealed by a two-thirds majority of Directors, provided that at least fourteen (14) days written notice is given to the members of the Board of Directors of the intention to amend, alter, repeal or to adopt new Bylaws at such meeting.

16.2 Notification. The amended Bylaws shall be made available to all Directors and members of SWAIA upon their request.

16.3 Effective Date. The amended Bylaws shall become effective upon filing of the amended Bylaws with the New Mexico Public Regulation Commission.

16.4 Repeal. Any previous Bylaws of SWAIA shall be repealed by the filing of these Amended and Restated Bylaws with the New Mexico Public Regulation Commission.

SOUTHWESTERN ASSOCIATION FOR INDIAN ARTS, INC.

Stockton Colt, Chair of the Board

Stephanie Kiger, Secretary

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of **Southwestern Association for Indian Arts, Inc.**, a New Mexico nonprofit Association, and, that the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted by vote and concession at a meeting of the Board of Directors thereof, on October 18, 2013.

Secretary