

Mountain Home Theater Artists' Collective Bylaws

Date Ratified: November 26, 2025

Article 1 - Name

The name of this organization shall be The Mountain Home Theatre Artists' Collective.

Article 2 - Mission

To give artists a community of collaborators and provide resources for productions and the creative process. We encourage the creation of authentic, original works and prioritize a schedule that works for each individual artist.

Article 3 - Vision

To positively inspire our community and connect people through artistic productions, training courses and workshops, community outreach and volunteerism, and supporting and uplifting those around us at every opportunity.

Article 4 - Core Values

Core Value 1 - Be a Good Human.

Promote compassion and respect of all views and ideologies. Act with empathy and seek to understand where others are coming from. Do what you believe to be right, even when difficult. Be encouraging, supportive, and friendly.

Core Value 2 - Foster an Inclusive and Diverse Space

No matter someone's background or personal beliefs, they deserve to be treated with equality and kindness and should feel welcome in the spaces we create. We welcome artists and audiences from all backgrounds without imposing any political, social, or philosophical ideologies. Everyone is welcome to believe their own beliefs. Having different views, life experiences, and cultures in the same room is the best way to create something wonderful.

Core Value 3 - Transparency and Accountability

Being honest and open in life, business, and art. Be truthful about who you are, what you stand for, what you believe in. Know that everyone makes mistakes and that owning up to those mistakes and attempting to make amends for them is the best path forward and will be welcomed and met with understanding.

Core Value 4 - Support Local

Whether local artists or local businesses, we prioritize buying and supporting local first wherever possible. We know that it is difficult and in some cases impossible not to buy from large international companies. We know that blockbuster movies or Broadway productions are exciting and entertaining. But we also acknowledge the needs of our local community and support the Twin Lakes Community whenever possible.

Article 5 - Anti-Discrimination and Harassment Policy

It is the policy of The Mountain Home Theatre Artists' Collective that all our members, volunteers, students, artists, patrons and collaborators should be able to participate in an environment free of discrimination and harassment.

This policy refers to, but is not limited to, harassment in the following areas: (1) race, (2) gender identity, (3) age, (4) skin color, (5) national or ethnic origin, (6) religion, (7) disability, (8) marital status, (9) sexual orientation, (10) military status, and (11) political affiliation. Harassment includes display or circulation of written or electronic materials or pictures degrading to any of the aforementioned groups; and verbal abuse or insults directed at or made in the presence of members of the aforementioned groups. Discrimination includes the unjust treatment of individuals based on the aforementioned categories.

The Mountain Home Theatre Artists' Collective does not and shall not discriminate on the basis of racial identity, gender identity, age, skin color, national or ethnic origin, religion, disability, marital status, sexual orientation, military status, or political affiliation. The Mountain Home Theatre Artists' Collective will not tolerate discrimination by or towards anyone involved with our organization; including but not limited to members, volunteers, artists, students, patrons and collaborators.

We recognize that there are some forms of language, communications, and behaviors that make some uncomfortable more than others. If there is any issue with the environment, we urge you to contact your Producer, the Artistic Director, or the Business Director in order to best address the issue.

The Mountain Home Theatre Artists' Collective is committed to professionalism, diversity, accessibility, and inclusivity. We reserve the right to terminate membership, ban any individual, or deny access to anyone if we determine them to be counter to our mission, goals, or detrimental to the inclusive environment we strive to create.

Sexual Harassment

Sexual harassment is unlawful and will not be tolerated by The Mountain Home Theatre Artists' Collective. Further, retaliation against an individual who has reported sexual harassment or who has cooperated with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. The Collective takes allegations of sexual harassment seriously and will respond promptly to complaints. Where it is determined that such inappropriate conduct has occurred, The Collective will act promptly to eliminate the conduct and if deemed necessary remove the offender from any and all association with The Collective and their related projects and events.

Definition of Sexual Harassment

The legal definition of sexual harassment is broad. Sexually oriented conduct that, whether intended to be or not, is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating or humiliating may constitute sexual harassment.

While it is not possible to list all of the circumstances that may constitute sexual harassment, the following are some examples of conduct that may constitute sexual harassment, whether in person or online:

Unwelcome sexual advances – whether or not they involve physical touching;

Sexual epithets, jokes, written or oral references to sexual conduct; gossip regarding one's sex life or sexuality; comments on an individual's body; comments about an individual's sexual activity, deficiencies or prowess;

Displaying sexually suggestive objects, pictures, cartoons;

Leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;

Inquiries into or discussion of sexual experiences.

All should take special note that, as stated above, retaliation against an individual who has reported sexual harassment or who has cooperated with an investigation of a sexual harassment complaint is unlawful and will not be tolerated.

Complaint Procedure

Individuals who believe they have been subjected to harassment should immediately bring the matter to the attention of the project producer. If the individual does not feel comfortable going to the project producer, notify any other Producing Member or the Artistic or Business Director. All allegations of harassment will be immediately investigated. Anyone found to have engaged in harassment shall be subject to discipline, up to and including discharge. There will be no repercussions for the filing of a complaint; however reporting a purposefully false accusation will result in disciplinary actions up to and including immediate discharge from any and all Collective projects and events. IF A MINOR IS FOUND TO BE INVOLVED IN A SEXUAL HARASSMENT REPORT, PARENTS/GUARDIANS WILL BE CONTACTED IMMEDIATELY FOLLOWED BY THE AUTHORITIES.

Sexual Harassment Investigation

When The Collective receives notice of conduct which appears to be harassment, it will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and permissible by law. Upon receiving a report, the first question asked will be if law enforcement may be contacted. If the reporting individual allows, law enforcement will be contacted immediately and will determine how the investigation is to be handled. If involving a minor, parents and authorities will automatically be contacted. If law enforcement is contacted, the reported harasser will be suspended from all activity until the investigation has concluded. If law enforcement is refused, The Collective will begin their own investigation into the complaint. The investigation may, as appropriate, include private interviews with the person

filing the complaint, interviews with witnesses, and interviews with the person alleged to have committed the harassment. When the investigation is completed, the person filing the complaint and the person alleged to have committed the conduct will be informed, to the extent appropriate, of the results of the investigation. The investigation will be led by the Producing Member the harassment was reported to. The producing member will assemble a team of themselves, the Artist Director, the Business Director, and one other Producing Member to represent a diverse representation of the Collective members. The Artistic and Business Directors will decide if the accused will need to be suspended while the investigation occurs. Once the investigation is concluded, the investigation team will come to an agreement on repercussions and close out the report. All accusations and actions taken will be documented with detailed minutes of everything that occurs during the investigation and files will be retained for a minimum of two years.

Appropriate Response/Disciplinary Action

If it is determined that a person has engaged in inappropriate conduct, appropriate action will be taken immediately to promote an environment that is free of harassment. Such action may range from counseling to termination, and may include other forms of disciplinary action, including the notification of appropriate authorities.

Article 6 - Leadership

The Collective shall be run by the Company Founders, Olivia Wolfe and David Norris. The Company Founders shall supervise, control, and direct all Collective affairs and all decisions on membership, project approval, and any other activities or affairs of the Collective will need their approval. The day to day operations of the Collective will be managed by an Artistic Director and a Business director named by the Company Founders. The current Artistic Director is Olivia Wolfe and the current Business Director is David Norris.

The Artistic Director is responsible for conceiving, developing, and implementing the artistic vision and focus of the Collective. They will be responsible for approving all projects, appointing producers for each project, managing all social media accounts, and creating all marketing material.

The Business Director is responsible for the business, financial, and operational success of a theatre organization. They will be responsible for managing the budget, appropriating funds for projects, managing fundraising and development, and building and maintaining community partnerships and relationships for the Collective.

Each individual project taken on by the Collective will be assigned a Producer appointed by the Artistic Director. The Producer will be directly in charge of all aspects of the project and will appoint directors, crew members, performers, and any other positions that are necessary for the success of the project. Anyone appointed by the Producer must be approved by the Artistic Director and must agree to follow the Collective's by-laws and code of conduct for the duration of the project. The producer will coordinate with the Business Director in order to secure a venue for the project, manage any funds the project may need, develop a list of any gear, props,

or other items needed for the project and source the materials, and manage any revenue taken in by the project.

Article 7 - Membership

The Mountain Home Theatre Artists' Collective will consist of two forms of membership: Formal Producing Members and Informal Collaborators. Informal membership privileges are awarded on a project by project basis, while Formal membership is extended indefinitely until a time when the Organization determines membership should be revoked, or the Formal Member resigns their membership.

Producing Members - Collective members with the authority to use the Collective's name and resources to produce a creative project. Producing Members are allowed to attend any meeting for Collective business and voice their opinion on new projects, financial management, induction of new members, and any other business of the Collective. Producing Members are appointed by the Artistic Director and Business Director and are required to abide by the Code of Conduct and Core Values, pursue the Collective's Mission to the best of their abilities, and support the projects of other Collective Producing Members to the best of their ability. Membership is voluntary and can be resigned or revoked at any time.

Collaborators - Individuals or companies who work on approved Collective projects. Collaborators do not have the authority to represent or speak for the Collective and are partnered with on an individual project by project basis. Collaborators are required to abide by the Code of Conduct and Core Values while participating in any Collective approved project. Collaborators may petition the Collective to become a Producing Member after working on a minimum of two Collective approved projects. Collaborators wishing to become producing members must demonstrate a passion for the Collective's Mission as well as demonstrate the Core Values in their public appearance. Upon petitioning to become a Producing Member, the Artistic and Business directors will arrive at a decision upon which the Collaborator will be notified of their approval or denial.

Article 8 - Producing Members Meetings

Meetings of the Producing Members can be requested at any time by any Producing Member. Meetings can be in person, over a group text software, over video conferencing, or a combination of those methods as needed. Meetings will be held as an Open Forum and overseen by both the Artistic and Business Directors.. The Open Forum structure is designed to give everyone a voice in all matters and encourages decisions to be made through discussion, compromise, and fairness. Notification of meetings may be communicated via social media, text or direct message, phone call, email, or in person. Meetings will be held for pre-production of any Collective Project, and post-production. There will be one meeting held at the end of the fiscal year to discuss the year and evaluate any necessary changes to the Collective by-laws.

Article 9 - Administrative and Financial Provisions

The Collective shall operate on a fiscal year beginning January 1st and ending December 31st. The Collective shall keep complete records of financial accounts and minutes of all Meetings. Financial records must be retained for no less than nine years and meeting minutes will be retained for no less than two years. The financial structure of The Collective will be registered as a General Partnership maintained by the Founding Members.. All financial records will remain publicly available upon request to any Producing Member or Collaborator who wishes to view them. Regular financial reports will be given to Producing Members before and after each project, and upon request of any Producing Member. Financial Records and management will be the responsibility of the Business Director.

Article 10 - Amendment of these bylaws

These bylaws may be amended by agreement of the Founding Members.. Annually, Producing Members will meet and review the bylaws and operations to adapt to the ever changing needs of The Collective and the community.

Article 11 - Dissolution

In the event that the Founding Members determine for any reason to dissolve The Collective, any residual assets, after provision for paying all obligations, shall be transferred and donated to a non profit or charity of the remaining Producing Members' choice.

PUBLIC STATEMENT AND GENERIC NEWS RELEASE

The Mountain Home Theatre Artists' Collective was established by Olivia Wolfe and David Norris to create a space of support and artistic community to create works on a schedule that fit their busy lives. They strive to give artists a community and provide resources to collaborate and create unique work. They hope to positively inspire the community and connect people through artistic productions, training courses and workshops, and community outreach and volunteerism. Check out their Facebook page for more info on everything they're up to and to see how you can get involved.

THE MOUNTAIN HOME THEATRE ARTISTS' COLLECTIVE

PHOTO RELEASE FORM

I hereby grant The Mountain Home Theatre Artists' Collective permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the The Mountain Home Theatre Artists' Collective and will not be returned.

I hereby irrevocably authorize The Mountain Home Theatre Artists' Collective to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose in conjunction with the named production below. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge The Mountain Home Theatre Artists' Collective from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW.

Name of Production: _____

Signature: _____

Date: _____

Legal Parent/Guardian **Signature** (If Applicable): _____

Date: _____

Volunteer Status and Waiver of Liability

This document sets forth the responsibilities and understandings of you (the “volunteer”) and of The Mountain Home Theatre Artists’ Collective (“TMHTAC”) regarding volunteer’s participation in volunteer programs partially or wholly coordinated by TMHTAC. The volunteer and TMHTAC agree as follows:

1. The volunteer performs the service of the volunteer’s own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of TMHTAC for any purpose and the volunteer’s services are not controlled nor mandated by TMHTAC.
2. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer’s legal parent or guardian.
3. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer’s negligent or intentional acts, or the negligent or intentional acts of others; that while TMHTAC has taken some steps to reduce the chances of injuries or harm to the volunteer, that TMHTAC has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer’s property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for themselves and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property
4. The volunteer agrees to waive and release TMHTAC from any and all potential claims for injury, illness, damage, or death which the volunteer may have against TMHTAC that might arise out of the volunteer’s service and to hold TMHTAC harmless there from.
5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer’s negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
6. If any injury or loss to another does occur due to the volunteer’s intentional actions or due to the volunteer’s negligent actions arising outside of the scope of the volunteer’s activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
7. TMHTAC does not provide the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities.
8. The volunteer must maintain their own primary medical insurance and the volunteer’s own automobile liability insurance when driving on behalf of a TMHTAC activity (such as running an errand) and other costs related to the volunteer service; and the volunteer is also encouraged to maintain property and life insurance coverage while serving as a volunteer.
9. All costs for injury or loss above the coverage provided by the volunteer’s insurance are the volunteer’s personal responsibility.
10. In activities where the volunteer will be transporting others in their personal automobile, or are using their personal automobile for a TMHTAC-related activity, the volunteer may be required to provide proof of automobile insurance in order to participate.

11. Since volunteers are not TMHTAC employees, TMHTAC does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

12. Any volunteer or participant may be at any time asked to complete a background check. Anyone acting on behalf of the Collective and directing, managing, or supervising minors will be required to complete a background check. Refusal to complete a background check may result in dismissal from any and all Collective events and projects.

Code of Conduct and Behavior

This code of conduct and behavior is intended to make TMHTAC a safe place for all present and to ensure that we maintain a professional image with the public. By signing this waiver, all volunteers, cast members, crew, and any other form of participants or members agree to abide by this code of conduct and behavior and agree to the possible consequences of a violation including and up to suspension or permanent removal from the project, production, or any future activities of TMHTAC. In addition the the Code of Conduct and Behavior listed below, all participants, volunteers, and independent contractors agree to abide by the regulations laid out in Article 5 of the TMHTAC Bylaws in regards to harassment and discrimination and agree to promote the ideals laid out in Articles 2-4 in regards to the organizations mission, vision, and core values.

1. Cast, crew members, volunteers and contractors will not be visibly intoxicated (from any substance including alcohol, legal drugs, illegal drugs, or prescription drugs) while at TMHTAC sponsored events. Signs of visible intoxication can include, but not be limited to, inappropriate behavior and speech, slurred speech, glassy eyes, etc. This rule does not apply if the event has been sanctioned by the Collective as an alcohol permitted event and the individual is above the legal drinking age compliant with Arkansas laws.

2. Cast, crew members, volunteers and independent contractors will not harass others as described in the official harassment policy provided.

3. No recreational drugs are allowed on theatre property and our leased properties.

4. CHILD PROTECTION POLICY TMHTAC provides minors with an opportunity to participate in theatrical productions, workshops and activities. We are committed to creating an environment for minors that is safe, nurturing, empowering, and that promotes growth and success. No form of abuse will be tolerated and confirmed abuse will result in immediate dismissal from TMHTAC and all future activities. All reports of suspicious or inappropriate behavior with youth or allegations of abuse will be taken seriously. TMHTAC will fully cooperate with authorities if allegations of abuse are made that require investigation. This Child Protection Policy is to be reviewed and implemented at the first rehearsal, class or meeting of any TMHTAC event involving minors. No child is ever to be left alone or left in the presence of just one adult or one minor. There are to be two adults (Supervisory Adults) present at all rehearsals, performances, classes and any other sanctioned TMHTAC activity involving children. Any TMHTAC designated as a Supervisory Adult will be noted to any and all parents and guardians and will make their contact information available to them. All adults, including directors, stage managers, board members, instructors and other Supervisory Adults will avoid

one-on-one situations with minors at all times unless immediate action is needed to secure the safety of any person. Supervisory Adults must know where all of the minor are at all times. If a minor needs to leave the group for any reason it must be with the approval of the Supervisory Adult. Adequate restroom breaks will be provided during all activities. In the event of a staff position being held by a minor, (i.e. Stage Manager, Director, etc.) there must be an additional TMHTAC appointed Supervisory Adult present at all rehearsals, classes or performances to assure the two Supervisory Adult minimum. In the event of adults and minors involved in the same production, there must be a Supervisory Adults backstage without any other responsibilities at any time the minor(s) are offstage. Please note that MHTAC is not a daycare facility. Children are expected to behave responsibly and respectfully at all times. Parents and guardians are responsible for ensuring that their child understands appropriate behaviors.

By signing below, you agree that you have been provided with the information presented, read it, and will abide by the terms listed above. If a minor, you have had a parent or guardian read the information as well and their signature has been added below.

Signature: _____

Date: _____

Parent or Guardian Signature: _____

Minors Age at the time of signing: _____

Authorized Adults other than myself that may pick up my minor from events:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____