

Upstate MINIs South Carolina Club By-laws

ARTICLE I - NAME AND MISSION STATEMENT

This organization shall be called Upstate MINIs South Carolina, henceforth referred to as "The Club". This is a non-profit organization formed as a social and motoring club for the enjoyment of the MINI automobile and like-minded enthusiasts. There is no political, religious or financial agenda beyond the social gatherings of The Club.

ARTICLE II - CLUB OBJECTIVES

The objectives for The Club is to provide opportunities for MINI owners and enthusiasts to gather, to exchange ideas and information and to participate in group activities and related events, but to mostly have fun and enjoy each other's company.

ARTICLE III - LOCATION

The area of operation for The Club is the state of South Carolina in any county and adjacent states. Informal local "chapters" may be organized, with written request via e-mail or regular mail to the Officers. These chapters may establish their own identity, activities, events and benefits, as long as these do not conflict with The Club By-laws.

ARTICLE IV – CLUB MEMBERSHIP

The Club is open to any person, regardless of race, religion, creed, national origin and sexual orientation, so long as they hold the same ideals and values that The Club represents.

The Club is open to all persons at least 18 years or older with legal rights to sign any event disclaimers. If an applicant is under 18 years of age, they must provide a signed application from their legal guardian giving them permission to join the group.

Association with The Club is categorized as follows:

Club Membership is available at no cost to any MINI enthusiast. Club Membership includes voting rights and a Club Card for discounts at several Upstate, Regional and National vendors. Members shall be required to sign a general liability waiver (see text in Appendix) as a condition of membership.

Any person found falsely representing, defaming or bringing negative publicity to The Club shall have their Club Membership revoked.

ARTICLE V – CLUB ADMINISTRATION

The Club shall be governed by a Board of Officers, which shall consist of three (3) administrative Directors, a Secretary and a Treasurer. The Directors shall share power equally and arrive at decisions through voting.

Any Officer has the right to resign his/her position by submitting a written resignation to the Officers.

Any Officer can be removed from the Board by any of the following:

- A motion being made with reasons stating why the Officer should be removed, with a majority vote by Club Members. All voting shall be handled by secret ballot.
- The Officer does not fulfill his/her duty as outlined below.
- The Officer falsely represents The Club or brings negative press to The Club.

Any person may nominate a valid Club Member for any office. The nomination must be accepted by the person who has been nominated, either verbally at the meeting or in writing if it is before elections are to be held.

All current Club Members with voting rights will be able to vote in elections, either by secret ballot or via electronic ballot if they are unable to attend the meeting.

Directors serve three-year terms, beginning after offset year in 2018. At a Directors Meeting following that Election, Directors will determine which shall serve one year, which shall serve two years, and which shall serve three years. This shall set up a staggered system in which one Director will be up for Election each year. Secretary and Treasurer Officers serve two-year terms, with elections on the even-numbered years.

RESPONSIBILITIES OF THE OFFICERS

DIRECTORS

- Preside over Club meetings.
- Formulate meeting themes and set agendas.
- Represent The Club at public functions and act as spokespersons for The Club.
- Direct the Officers, Volunteer Committee and Club Members. In any executive decision that is a split decision of the administrative Directors, the Treasurer and Secretary are automatically polled to add their votes to the decision.
- Appoint individuals to complete the unexpired terms of office when a vacancy occurs. When appointing a replacement Administrative Director, the remaining two must agree on the choice.

TREASURER

- Maintains The Club's financial records and accounts.
- Provides The Club's Directors with a monthly Financial Report.

SECRETARY

- Maintains minutes from each meeting and reads back previous meeting minutes at the beginning of each meeting.
- Sends out emails of upcoming meetings and important information.

VOLUNTEER COMMITTEE

- Non-elected volunteers will also help administrate several areas of Club business:
 - **Social Coordinators:** Work with local venues to plan monthly MINI Socials, the Christmas party and help coordinate restaurants in conjunction with Motoring events.
 - **Event Coordinator.** Get information on all the motoring runs throughout the year, both local and regional clubs, update calendar on website. Work with Facebook administrator to coordinate event postings on that portal.
 - **Website Administrators.** Update website information as needed. Troubleshoot and solve website-related issues as they occur.
 - **Sponsorship Coordinator.** Contact local and regional vendors with connection to automotive services and products. Negotiate and maintain discounts; keep the list updated on the website.
 - **Facebook Administrator.** Work with Website administrators to keep information flowing on both outlets. Post events from Social and Event Coordinators. Approve Club Member requests. Monitor profanity and inappropriate posts.
 - **Dealership Liaison.** Work with Century MINI on events throughout the year and to coordinate contact with new MINI owners. Help mediate solutions to owner-dealership disputes.
 - **BMW Club Liaison.** Act as a conduit to the Sandlapper BMWCCA to coordinate combined events and explore ways that the clubs can work together for mutual benefit.
 - **Legal Eagle.** Advise The Club and answer questions about legal matters.
 - **Swag Coordinators.** Work with companies to provide personalized apparel and widgets for Club Members. Work with artists to design and produce the personalization.
 - **Prize Coordinators.** Contact local to national companies to beg door prizes and event giveaways.
 - **Membership Administrator.** Updates and maintains membership rolls for The Club. Create Name badges, Welcome letters and Clubcards for members and handles distribution of same. Compile weekly newsletter and send out via email to active membership base.
 - **Media Relations.** Establish and maintain contact with local, regional and national media to publicize and report on Club events; including issuing media releases, arranging interviews and writing recaps.

ARTICLE VI - VOTING

Election of Club Officers and adoption of by-law changes will be decided by voting from The Club Membership. All Club Members with voting rights, as defined in Article IV, are entitled to one vote per person. All voting will be done either by electronic means or by secret ballot. Electronic ballots must be received three (3) days prior to any Club meeting to be counted in the voting. All electronic ballots will be counted prior to the Club meeting and delivered to the meeting in a sealed envelope. The remaining ballots will be counted during the meeting, with results announced as soon as the votes are counted.

All ballots will be counted by an appointed Club Member who is not a Club Officer, to ensure fairness of the vote count. This person will be appointed by Club Officers and notified by one of The Club Directors via e-mail.

Special votes for amendments or other club actions may be required from time to time. These votes will be announced by the Officers by email to the club Membership. Votes will be collected by email or online voting. A quorum of at least 10 voting Club Members will be required to constitute an official vote. Results will be tabulated and reported by the officers or a designated appointee.

ARTICLE VII - MEETINGS

Regular Club meetings will be held every six (6) months, at a location disclosed when the Officers have decided on a place to meet. Each Club Member is encouraged to offer his/her advice, input and thoughts during each meeting.

The Directors have the right to call meetings when necessary, to promote upcoming events or to relay important information for voting to Club Members.

Any meeting that is not a normally scheduled meeting will be announced fourteen (14) days prior to said meeting to allow for all Club Members to make plans to attend.

Any Club Member with voting rights has the right to call a meeting. A notice will be sent in writing to the Board for approval, and the meeting will be announced to all Club Members via The Club Forum if it is approved.

The Election Meeting, which is held every year, will be announced one (1) month prior to the date of the meeting to allow for maximum attendance for voting

ARTICLE VIII - WAIVERS

Each Club Member and family member of a Club Member who is over the age of 18, that is planning to drive during an event must sign a waiver that will be provided at each driving event. Any driver under the age of 18 will require a legal guardian who must attend the function and sign any and all appropriate documentation. Waivers will be signed at each event, when warranted. Any participant who refuses to sign a waiver will not be allowed to

participate in the functions that day.

Any Club Member under the age of 18 must have a legal guardian present when they attend Club sponsored events for legal signing of any event disclaimers/waivers. If a legal guardian is not present, the Club Member will not be allowed to participate.

All State, Local, and Federal laws will be followed for any Club sponsored event. If a Club Member receives an infraction from one of these agencies, they are solely responsible for paying any fines.

ARTICLE IX - PERSONAL LIABILITY

The Club is not responsible for any injury or damage to or theft of property sustained by any Club Member during a Club event or activity. The Club is not liable for any fines from any State, Federal, or Local agencies incurred by Club Members during Club functions.

Any claims made against The Club or Board shall only look to the funds and property of The Club for payment of any debt, damages, judgment, decree, or any other money that may become due and payable to them from The Club or the Board, so that neither the Club Members of The Club nor the Board are personally liable.

ARTICLE X - AMENDMENTS

Amendments may be proposed by any active Club Member with voting rights by one of the following ways:

- Making a motion at any Club meeting and having it seconded by another Club Member.
- Notifying The Club Officers in writing, with a minimum of two (2) other Club Member signatures in support of new Amendment.
- New Amendments shall be voted on by all Club Members in meetings as outlined in Article VII.
- The Amendment shall be passed if, when voted on, it receives a majority of votes cast.
- Any Club Member with voting rights may call for a re-count if the vote is close to a majority, to verify results.

APPENDIX I – CLUB MEMBERSHIP LIABILITY WAIVER & RELEASE AGREEMENT

**Upstate MINIs South Carolina
Liability Waiver & Release Agreement**

By participating in the Upstate MINIs South Carolina motoring club, events, and meetings, I represent that I am at least 18 years of age and have a valid driver's license and auto insurance in the state in which I reside, and agree to the Upstate MINIs South Carolina By-laws. A copy of the By-laws may be requested by e-mail or postal letter at any time, and it is the responsibility of the Club Member to request said documents. I recognize that the operation of any MINI is an inherently dangerous activity with a risk of loss of the MINI and serious injury or death to my passengers and myself. I understand that these risks include, but are not limited to, road surface conditions, debris on roads, varying road widths, curves, other vehicles, pedestrians sharing the roadway, and the skills of other participants.

In consideration for being permitted to participate in the Upstate MINIs South Carolina, I the undersigned, on behalf of myself and my heirs, executors, administrators, assigns, and legal representatives, agree and indemnify, defend and hold harmless Upstate MINIs South Carolina and their representatives, individually and in the capacity indicated, from and against any and all damages, claims, suits, causes of action to and against a person and property, (including but not limited to attorney's fees) arising in connection with or related to my participation.

Furthermore, I assume all risk of injury and loss, waive and release any claim of damage and injury of any nature I might state against Upstate MINIs South Carolina and their representatives who assist in the capacity indicated, arising out of my participation.

I have been offered the opportunity to consult with the legal and/or other advisors of my choice before signing this Unconditional Waiver and Release, and I enter into freely and on behalf of myself and my heirs, successors, and assigns.

This Unconditional Waiver and Release shall be constructed under the laws of the State of South Carolina, and the exclusive venue for the resolution of all disputes pertaining to Upstate MINIs South Carolina shall be in the appropriate municipal, state, or federal court, located closest to Greenville, South Carolina. Should the Release Parties need to retain counsel to enforce the provisions hereof, the prevailing party in any such action shall be entitled, in addition to any other relief, to recover his, her, or its attorney's and expert's fees.

Signature

Print name

Date: _____ Witness: _____