

**BY-LAWS OF THE
BMW CLUB OF NORTHERN CALIFORNIA**

ARTICLE 1—DEFINITIONS

QUORUM shall have the following meanings in the below-listed situations:

- A. For monthly and General Members Meetings “QUORUM” means the numbers of regular members present and in attendance at the previously-announced monthly General Members Meeting the last full weekend of each month or as rescheduled by the Board of Directors.
- B. For Special Meetings—called by the Club President, a majority of the Board of Directors, or a minimum of twenty (20) active regular members at least one week in advance of the meeting—51% of the regular members notified (in writing, or by phone, or in the monthly newsletter), but not less than 25 regular members. The Special Meeting shall have no power or authority for final action binding upon the Club or the general membership as a whole, unless their action, resolution or decision is subsequently ratified by a simple majority of regular members present at a subsequent monthly General Members Meeting.
- C. For meetings of the Board of Directors or any permanent or ad hoc committee:
 - i. 4 Directors,
 - ii. or a simple majority of the committee members.

“BMW MOTORCYCLE” means any two (2) wheel motor vehicle identified as a motorcycle and “Make BMW” on its registration or title certificate, with or without a one (1) wheel sidecar of any brand attached.

ARTICLE 2—OFFICES

- A. The principal office of the Corporation for the transaction of its business is located in the county of Santa Clara, California.

The Corporation may also have any other offices at such other places, within or without the State of California where it is qualified to do business, as its business may require and as the Board of Directors may from time to time designate by previously announced meetings attended by a quorum of the Directors of the Club, a majority of the quorum concurring.

ARTICLE 3—MEMBERS

- A. The Corporation shall have two classes of members:
 - (i) “regular members”, who shall have all of the rights and benefits of membership as described in these By-Laws, provided they satisfy the membership requirements in Paragraph C and remain in good standing including by payment of applicable annual dues; and
 - (ii) “rally members”, who shall have limited rights and benefits as described herein.

Regular members.

The spouse of a regular member may become a full and equal member of the BMW Club of Northern California, Incorporated, concurrently with their spouse, or at a date subsequent to the acceptance of admission to membership of the other spouse so long as the other spouse is a member in good standing.

Each regular member eligible for membership in the BMW Club of Northern California, Incorporated, by having met the requirements specified in section C below, is entitled to full and equal voting rights at the monthly General Members Meeting so long as they arrive at the General Meeting as either rider or passenger on a BMW motorcycle—unless they cannot do so by reason of illness, physical incapacity, unsafe conditions, or by reason of accident disabling the member or the BMW motorcycle creating unsafe riding conditions, or by agreement of a majority of the members present at the General Meeting, or by resolution of a majority of the Board of Directors prior to or at the General Members Meeting. Such resolution by Board of Directors may be permanent as long as the regular member retains membership.

Any regular member arriving at the annual BMW Club of Northern California election meeting in a vehicle other than a BMW motorcycle will be fully recognized as a Club member in good standing and his/her vote shall be valid.

The Club will allow a long term regular member to retain membership when no longer able to ride due to physical impairment. Such resolution by Board of Directors may be permanent as long as the regular member retains membership.

After attaining 30 years of continuous regular membership in good standing with the Club, a member will attain “emeritus” status from which point annual dues will be waived until death or notification to stop the membership.

Rally Members. A person who does not qualify for regular membership may become a rally member in accordance with Article 3(D). Rally members are not required to pay annual membership dues.

Rally members shall receive Club newsletters, notices of General Meetings and other Club communications and will be permitted to (i) attend Club events upon payment of applicable event fees as determined by the Board; (ii) attend General Meetings in a non-voting capacity; and (iii) enjoy other Club benefits as determined by the Board from time to time (provided that any change in voting rights shall require a change to these Bylaws).

Rally members may become regular members by satisfying the requirements for regular membership and paying applicable membership dues.

- B. No Membership Limit. There shall be no limit on the number of members the club may admit to membership, provided only that they are admitted to membership in accordance with the qualifications for admission in accordance with the laws of the United States, the State of California, the Articles of Incorporation of the BMW Club of Northern California, Incorporated, and the provisions of ARTICLE 3 of these by-laws, sections C, D and E below.
- C. Regular Membership Qualifications. Any person 18 years of age or older who is a legally registered owner of any BMW motorcycle and who attends two previously announced General Members Meetings in any six-month period as a rider or passenger on a BMW motorcycle shall be eligible for regular membership. The prospective member shall make application for such membership during attendance at such meeting by stating his or her desire to become a member. Application for membership by a prospective member may only be made at a regularly scheduled, previously announced General Members Meeting or by attendance at the '49er Rally or the Range of Light Gypsy Tour as outlined in Article 3(D) of these by-laws.
- D. Rally Membership. Any person over the age of eighteen (18) who: (i) is a legally-registered owner of any BMW motorcycle, (ii) attends the BMW Club of Northern California, Incorporated, '49er Rally or Range of Light Gypsy Tour, (iii) arrives at said rally or tour as a rider or passenger on a BMW motorcycle, unless mitigating circumstances as described for Members voting rights in Article 3(A) exist, and (iv) pays the applicable event registration fees, will become a rally member upon payment of the event registration fee. Each rally membership is subject to ratification by simple majority vote of the Board of Directors at the next Board meeting. Rally membership will last until the end of the then-current Club fiscal year (ending June 30). Rally Members may convert to regular membership during that fiscal year by submitting an application as prescribed by the Board of Directors and paying the applicable initiation and regular member dues...
- E. Regular Membership: Initial Dues. Upon acceptance of admission to membership in the BMW Club of Northern California, Incorporated, regular members shall be assessable for dues as follows:
 - i. If regular membership is granted nine (9) or more months prior to annual June meeting for election of Directors, a dues assessment of \$30 (thirty dollars).
 - ii. If regular membership is granted within fewer than nine (9) months of the next June meeting for the election of Directors, the incoming regular member shall be assessed at the rate of \$3.50 (three and one half dollars) for each month prior to and including the June General Members meeting for the election of Directors, except for incoming members who join by attending the '49er Rally.
 - iii. Each new regular member is subject to, and must pay, an initial membership fee of \$10 (ten dollars) concurrently with the above dues upon their entrance to membership in the BMW Club of Northern California, Incorporated.
 - iv. Each member who makes application to attend a Rally or Tour sponsored by the BMW Club of Northern California, Incorporated, shall be additionally assessed an entrance fee as established for that event.
- F. Regular Membership: Annual Dues. Upon acceptance of admission to membership in the BMW Club of Northern California, Incorporated, as prescribed in B and D above, regular members shall be assessable for dues as follows:
- G. Regular Membership: Annual Dues. Upon acceptance of admission to regular membership in the BMW Club of Northern California, Incorporated, as prescribed in B and D above, regular members shall be assessable for dues as follows:

- i. The annual membership fee for a regular member shall be assessed at the rate of \$30 (thirty dollars) annually.
- ii. A regular member in good standing for thirty (30) contiguous years shall be recognized for their continued support of the club and the assessed annual membership fee shall be waived thereafter.

H. Date for Payment. Dues shall be payable in advance upon entrance to membership and thereafter prior to the June General Members Meeting for the election of Directors.

Dues not paid in full within 30 days of entrance to membership, and dues not paid in full prior to the June General Members Meeting for the election of Directors, shall become delinquent thereafter. Regular members forfeiting their membership for non-payment of dues may be reinstated, provided their dues are paid in person or by mail to the Treasurer prior to the September General Members Meeting for current members, or by the third General Members Meeting after entrance to membership for new members. During the time that the dues remain unpaid, all rights as a club member shall be void, and the delinquent member shall not participate in club votes or handle club funds. After the September meeting, or the third meeting, as applicable, the member shall have forfeited their membership and will have to requalify for membership per the provisions of Article 3.

I. Termination of Membership. Membership shall terminate upon the occurrence of any one or more of the following:

- i. When the member voluntarily sells, transfers, or abandons legal ownership and registration of their only BMW motorcycle. This provision does not apply to involuntary loss of the motorcycle and ownership thereof, such as fire, theft, accidental destruction, collision, etc., but a member within the purview of this provision must become the legally registered owner of another BMW motorcycle within six (6) months of the involuntary loss, or within 6 months of their return to financial or physical means of obtaining and riding a BMW motorcycle (such as receipt of insurance settlement, or healing of injury prohibiting motorcycle riding). Individual and debatable questions may be brought to a vote by the general membership present at a monthly meeting, and a vote of 51% of those present shall extend or modify the forgoing provisions to allow the member reasonable extension of time or leeway to resume his or her active membership status.
- ii. Death of a member. However, the spouse of such member shall retain membership in the Club unless he or she terminates membership in accordance with the provisions outlined herein above or hereafter in this Section.
- iii. Failure of a regular member to pay his or her annual dues on or before their due date as prescribed in Section H above.
- iv. Receipt by the Board of Directors of the written or typed resignation of a member. Resignation of one spouse does not affect the membership of the other spouse, so long as he or she meets membership or retention criteria as provided in these by-laws and the Articles of Incorporation.
- v. Vote of dismissal from the Club membership by a 90% plurality of the members present at a previously-announced monthly General Members Meeting, after the subject member is notified and afforded the opportunity to present any argument on his or her behalf, general discussion of his or her continued membership—or dismissal—by the members present, and thereafter a secret written ballot by the members at the close of discussion and arguments.

There shall be no termination of membership except as prescribed herein above, the Articles of Incorporation, and the laws of this State and the United States.

J. Membership Cards. Upon acceptance and admission to membership by having met the requirements specified in C above, a regular member in good standing shall be issued and presented a Membership Card in the BMW Club of Northern California, Incorporated. Form and content of such Membership Card shall be as prescribed by the Board of Directors and not in contravention of law, the Articles of Incorporation, or any provision listed in the by-laws herein. The word “Non-Profit” shall be clearly, legibly, and indelibly stamped or affixed thereon in bold-faced letters. Membership Cards not containing the word “Non-Profit” affixed or stamped permanently thereon as aforementioned shall be invalid.

K. Additional Assessments. Members shall not be further assessed except by majority vote of a quorum of members present at a previously-announced monthly General Members Meeting. Such assessment proposal shall be fully discussed by the regular members prior to vote, and such assessment shall be valid only for specific club purposes and within the scope and context of the BMW Club of Northern California, Incorporated, its Articles of Incorporation, these by-laws, and the provisions of the General Non-profit Corporation Code of the State of California. Any proposed or adopted assessments not in accordance with the above, or otherwise in violation of law or endangering the tax-exempt and non-profit status of the BMW Club of Northern

California, Incorporated, shall be invalid, null, and void ab initio, and shall be immediately refunded to those members paying such assessment.

ARTICLE 4—MEETINGS

- A. Meetings of the members shall be held at the principal office of the Corporation, or at such other place within or without the State of California as previously announced in the monthly BMW Club Newsletter at the direction of the Board of Directors.
- B. Members shall meet regularly on the last calendar weekend of each month for which a General Members Meeting has been designated as prescribed above, and announcement of place for such meeting shall be published and communicated electronically at least one week in advance of such meeting in the BMW Club of Northern California, Incorporated, Newsletter and mailed (or distributed electronically) to all members of the club. The time and location for such meeting shall be as shown in the Newsletter and published on the Club website to take place on Saturday of the last full (Saturday-Sunday) weekend of each month, but may be changed by the President or Board of Directors with due and proper notice to the members in order to meet unexpected situations, exigencies, etc., PROVIDED:
- i. That such change in time shall be after the aforementioned previously published meeting time to enable full attendance and participation of all members and guests. As an informational and general guideline only, such time for the Saturday General membership meeting shall be 5:00 p.m. during summer months and 4 p.m. during winter months or thereafter as prescribed above.
 - ii. The monthly meeting held in the month of June of each year shall be known as the Annual Meeting and shall be held for the purpose of electing Directors and transacting other such business as may come before it. Membership dues for the following year shall become due and payable prior to that meeting as a prerequisite for voting and nominations at that meeting, and shall be considered delinquent if not paid in full thereafter.
 - iii. Special meetings shall be called by the President of the Corporation and shall be held at such times and places within or without the State of California as may be ordered by resolution of the Board of Directors, or by 25% of the regular members in good standing at the time of the resolution.
 - iv. Notice of the time and place of meetings shall be delivered to each member personally, by mail or electronically at least seven (7) days prior to such meeting, provided, however, that notice of all regular meetings, except the Annual Meeting, is hereby dispensed with. Such notice and notification shall be published in the monthly BMW Club of Northern California, Incorporated, Newsletter mailed, or distributed electronically, monthly to each member in good standing. Notice of meetings shall specify the place, the day, and the hour of the meeting, and in case of special meetings, the general nature of the business to be transacted. Tours, rendezvous, etc., prior to or after the announced meeting shall also be included therein, as will special instructions, advice, precautions, or other matters pertaining to the safety, well-being, and necessary information of the members and their guests participating in said meeting.
 - v. Neither cumulative voting or voting by proxy shall be authorized, and no single vote shall be split into fractional votes. Each regular member in attendance shall have one vote. No regular member shall have more than one vote on any issue voted upon, regardless of the member's status or the number of motorcycles the member owns, or amount of membership dues or other assessments paid. Rally members are not entitled to vote.
 - vi. Meetings shall be governed by Roberts Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent or in conflict with these by-laws, the Articles of Incorporation of this Corporation, or with the law of the State of California, or the United States.

ARTICLE 5—DIRECTORS

- A. The Directors shall have and exercise the powers of the Corporation, control its property, and conduct its affairs, except as otherwise provided by law, the Articles of Incorporation, and the by-laws herein of the BMW Club of Northern California, Incorporated/
- B. Directors shall be elected to a 2 year term. Elections are staggered to elect approximately half of the Board each year to provide for continuity of experience in each administration. In even numbered years an even number of Directors (4) shall be elected: President, Secretary, Historian, and Treasurer. In odd numbered years an odd number of Directors (3) shall be elected: Vice President, Safety Director, and Tour Captain.

One time only, in the first year this staggering of terms is in effect, the then-current incumbents whose positions are not due to be elected shall be offered the option to serve in the same position for a second year. If any incumbent declines, their position shall be open to election in this “off year” for a term of one year.

No Director may hold more than one office. Incumbents in an “off year” where their position is not due to be elected, who choose to stand for a position due to be elected that year, if elected, shall be deemed to have resigned their incumbent position and shall be replaced for the remainder of their term according to Article 5, Section H, Paragraph ii.

- C. Directors other than those named in the Articles of Incorporation as initial directors, shall be elected at the annual meeting as defined in Article 4, section B, paragraph ii, above, and shall hold office until their successors are elected and qualified. Candidates for each of the director positions shall be elected by secret written ballot of a quorum of the regular members in good standing at the time of the meeting each June. Prior to such voting, nominations will be made from the regular members in good standing (and having paid their annual dues for the following year), and these nominations may be discussed by the members and may be declined by the member so nominated prior to actual vote by the general membership. A prepared ballot, listing only the director positions to be elected, shall be distributed only to regular members in good standing as evidenced by the Treasurer’s records as having paid their dues for the following year. Election for each director position shall be completed before nominations will be accepted for the next director. Whenever possible there shall be two or more nominees for each director position. However, in the event only one valid and qualified candidate is nominated, that candidate may be elected by a majority of the members present at the election meeting. In the event there is no valid and qualified candidate for a position, that position shall be carried over to be elected at the next General Members Meeting unless the incumbent Director declines, in which case the position shall be filled according to Article 5, Section H, Paragraph ii.

Each candidate will be allowed a predetermined amount of time to speak to the members in an effort to gain their support for his or her candidacy after accepting the nomination. Directors named in the Articles of Incorporation as initial Directors shall hold office until the election of their successors at the first annual meeting of members the following June. Nominees for the various director positions may be nominated, proposed, or indicated, either by the club membership or the nominee himself, at or after the April General Members Meeting to enable members to know and think about the nominees and their qualifications prior to the June formal nominations discussions, and elections. Such initial nominees or proposed or self-proposed candidates may be listed in the BMW Club monthly Newsletter, but there shall be no Newsletter campaigning by such initial or proposed or self-proposed nominees. Formal nominations shall not be made until the June Annual meeting, and such nominations and voting shall be made only by those regular members having paid their annual dues (for the following year) prior to or at the Annual Meeting for the election of Directors.

- D. Directors shall serve without compensation. However, their budgeted out-of-pocket expenses incurred in the performance of Corporation requirements shall be reimbursed to them upon their presentation of proof of receipts of such necessary expenses to the Treasurer of the Corporation, and such reimbursement shall be paid only after approval of the Board of Directors. Amounts, reasons, and the receipts for the out-of-pocket expenses shall be permanently noted and maintained by the Treasurer.
- E. Directors shall meet regularly at the principal office of the Corporation or elsewhere as they may decide prior to such meeting, and after due and reasonable advance notice to all Directors. Meetings shall be held on the first Wednesday evening following the monthly regularly scheduled General Members Meeting unless otherwise agreed upon by the Board and announced in the Newsletter. Special meetings of the Directors may be called by the President or any three (3) Directors, and such meetings shall be held at the time, place, and hour designated by the person or persons calling the meeting (normally the President). Directors meetings shall be held at 7:00 p.m., except that other times subsequent to the normal time may be designated by the President or the Directors.
- F. Four (4) Directors shall constitute a quorum for the transaction of business.
- G. In the absence of a quorum, the Board shall transact no business whatsoever, and the only motion the Chair shall entertain is a motion to adjourn. Subsequent regular or special meetings of the Directors may be scheduled by the President, however, provided such notification of meeting is disseminated to all other Directors prior to such meeting.
- H. Directors may be removed from office as follows—and by no other means:
- i. Resignation of the Director’s membership from the Corporation.
 - ii. Resignation of the Director’s position in writing to the Board of Directors, and consequent reversion to a “member only” status upon acceptance of such resignation by the next monthly General Members Meeting and quorum of regular members at that meeting—or subsequent meeting, upon motion and decision of the regular members—shall elect a

replacement from among the regular membership, but not including any of the other Directors. Election shall be by nomination, discussion by members at the meeting, and then secret written ballot of the regular members present at the meeting (or the following meeting if a majority of regular members present at the formal nomination meeting vote to defer the election vote for cogent reasons—such as low attendance at the nomination meeting, extensive debate, or such other circumstance or exigency which the majority of regular members present at the nominating meeting deem to require such deferment in the best interest of the Corporation as a whole).

- iii. A vote of “NO CONFIDENCE” by a majority of the regular members present at a monthly meeting. Such vote shall occur only after the grounds for the “No Confidence” vote are presented by any member (and seconded) at a monthly or special General Members Meeting, an opportunity presented to the Director concerned to refute adverse allegations at that meeting or the subsequent monthly meetings at the choice and option of the Director in question, discussion by the members following the Director’s presentation of matters in defense or extenuation or mitigation, and then secret written ballot upon close of discussion and presentation of facts and evidence by all plaintiffs and defendant(s). In lieu of such “No Confidence” vote, or in lieu of presentation of the Director’s case (defense, extenuation, or mitigation) the Director concerned may submit his or her resignation or position—to Club membership itself if the Director so desires—in writing to the Board of Directors or to the general membership of the Club at its monthly meeting—either at the time of a member’s proposal of “No Confidence” or any time thereafter unless and until the Director concerned concludes presentation of matters in defense or extenuation and mitigation, and the membership calls for the deciding vote. Such dismissal—or resignation of position—shall be deemed “with prejudice” and final, and shall extend throughout the remainder of the fiscal year.
 - iv. Vote of “DISMISSAL” by two-thirds (2/3) of the regular members present at a monthly meeting. “Dismissal” shall occur upon felony conviction of the Director, or other acts of severe, repeated, or flagrant misconduct to the detriment of the status and position of the Director’s office, or to the public scorn and contempt toward the Corporation itself as a whole as a result of the Director’s conduct, or to the severe and vital detriment or degradation of the Club itself and its members or to the Directorship as a result of the Director’s conduct. The Director concerned shall be permitted to refute allegations and present any and all relevant matters in his or her defense or in extenuation and mitigation not later than the next monthly General Members Meeting following that in which initial complaints and allegations are presented by any member(s) proposing “Dismissal” vote (and seconded by a second). Upon conclusion of presentation of evidence by plaintiffs and defendant(s) and discussion thereof by the general membership present at the meeting, secret written ballot shall be held among all regular members present at the general monthly meeting. Results of such vote shall be tabulated immediately, and the Director and the Club notified of the results thereof immediately. Retention of the Director as a result of this vote precludes re-initiation of “Dismissal” or “No Confidence” proceedings based upon the same facts, misconduct, or conditions—except if it can be shown by “clear and convincing” weight of the evidence that the Director or another person wrongfully or fraudulently influenced the voting, concealed relevant or vital facts, or if there were facts and conditions unknown at the time of the original vote which, if known, would have clear and significant impact upon that vote. Prior to the vote of “Dismissal” by members, the Director in question may submit his or her resignation of both the Directorship and Club membership to the Board of Directors. Upon motion by member (including the Director in question) prior to vote, the regular membership may decide to vote either for “Dismissal” (requiring 2/3 vote) or “No Confidence” (requiring simple majority, but retaining the Director as a Club member as determined by majority vote of the regular members present). Majority vote of the regular members may also allow the Director to submit resignation of position as if the vote would be under “No Confidence” section (iii) above, in lieu of their vote of “Dismissal” or “No Confidence” as they may decide prior to final vote.
- I. Expenditures in excess of the total Annual operating budget by Directors must be approved by the regular members at a General Members meeting before disbursements shall be made.

ARTICLE 6—OFFICERS

- A. The officers of the Corporation shall also be the Directors of the Corporation, and the Directors of the Corporation shall be the Officers of the Corporation. As used in these by-laws and the Articles of Incorporation and all Corporation correspondence, “Officer” and “Director” are equivalent and interchangeable.
- B. The Corporation shall have a president, a vice-president, a secretary, a treasurer, a safety director, a tour captain, and a historian. These positions shall be filled as a prescribed in Article 5, Section B, supra, and persons so elected shall be both the Officers and Directors of the Corporation.

C. DUTIES OF THE PRESIDENT:

1. The President is the Club leader and the Chairman of the Board of Directors. The President is responsible for all activities of the Club, its management, projects, committees, meetings, and all other aspects of the Club and its activities and existence.
2. The President is ex-officio member of all committees, both permanent and adhoc, and presides over meetings of the Board of Directors and General Club Meetings and all other meetings of Directors, general members, or special meetings.
3. The President directs and coordinates Club and Board of Directors meetings and activities, and is responsible for the success or failure of Club or Board of Directors activities, meetings, and projects.
4. The President ratifies contracts and the normal business dealings and activities of the Club, and is endowed with plenary powers to carry out the lawful activities and requirements of the Club in accordance with the needs and wishes of the Board of Directors and the Club general membership.
5. The President shall propose an Annual operating budget to be approved by the Board of Directors at the board meeting following the July General Members Meeting and the membership present at the August General Members Meeting.

D. DUTIES OF THE VICE PRESIDENT:

1. The Vice-President is the executive officer of the Club, replacing the President when the latter cannot attend or perform his or her necessary duties and functions.
2. The Vice-President is a member of and oversees all committees and their activities, assisting, coordinating and rendering other advice as required, but has no vote except to break deadlocked (tie) votes.
3. The Vice-President is the official greeter of new and prospective members and guests at club events. The Vice President conducts new member and guest introductions to members at the event.
4. Upon acceptance of a new regular member, the Vice President hands or mails the new member a membership packet.
5. The Vice-President announces and awards multi-year membership pins at General Members Meetings, conducting a short interview with the recipient.

E. DUTIES OF THE SECRETARY:

1. The Secretary takes minutes of each General and Special Members Meeting and each Board of Directors meeting in writing and reads them at the next meeting; said minutes shall be maintained and made available to any member for seven (7) years.
2. The Secretary is responsible for—and maintains—the official club roster containing the names, addresses, and phone numbers of all members in good standing and publishes BMW Club Directories from time to time as changing membership or addresses may require—but in no case less often than once per fiscal year.
3. The Secretary is responsible for mailing and other dissemination (as necessary) of the Newsletter each month. The Newsletter shall be mailed or otherwise distributed to all BMW Club members and to such other clubs, subscribers, or interested recipients as the Secretary, the Board of Directors, or a majority of the members may determine.
4. The Secretary is responsible for advertising in both the Newsletter and in other publications and sources, and disseminates necessary information, articles, documents, or other publications incident to the activities and furtherance of the Club.
5. The Secretary shall maintain a certified copy of the Articles of Incorporation, these by-laws, and the minutes and other necessary documents relating to the Club and its existence, and shall have these documents available for inspection by any member or Director.

6. The Secretary is authorized to expend such efforts or funds as the Secretary may require (with the concurrence or review of the President or Board of Directors) in the necessary performance of lawful duties, publication, or dissemination of any article, Newsletter, Articles of Incorporation, these by-laws, or other documents, material, publications, or advertising within the context of the Club, its requirements, and its enhancement and promotion. The Secretary shall replace the Treasurer when the latter cannot attend or perform his or her necessary duties and functions.

F. DUTIES OF THE TREASURER:

1. The Treasurer is the keeper of the Corporate Seal and the financial and inventory assets book of the Corporation.
2. The Treasurer has official custody and control over all monies, funds, negotiable assets, and all Corporation property, assets, treasury money, net worth, and supplies and equipment on hand, and reports same at the monthly General Members Meetings, and shall provide a written Quarterly Financial Statement for all members who have paid their dues.
3. All checks, inventory documents and receipts, and all Club financial and asset transactions must be signed as required by Article 11 of these Bylaws.
4. The Treasurer makes annual reports to the Club in conjunction with his or her informational tax and asset reports, and assures that Club funds and assets are not used to endanger the Club Non-Profit, tax-exempt status, or violate State or Federal laws and tax laws, the Articles of Incorporation, and these by-laws.
5. The Treasurer receives all dues and initiation fees, and notifies delinquent members of their status and the possibility of their dismissal from the Club upon continued nonpayment of dues and assessed fees.
6. The Treasurer signs and gives BMW Club of Northern California, Incorporated, membership cards to incoming members, and assures that the word "Non-Profit" is printed, stamped, or affixed thereon permanently and clearly.
7. The Treasurer performs such other functions within the context of the Club, its members, the Board of Directors, and the Articles of Incorporation as necessary and as they require.
8. The Treasurer disburses funds, reimburses members for out-of-pocket expenses as authorized by the Annual operating budget and the Board of Directors, and insures the complete and timely satisfaction of Club obligations.

G. DUTIES OF THE SAFETY DIRECTOR:

1. The Safety Director is charged with the duty to learn and know traffic and motorcycle safety rules and practices, and provide education and dissemination of information to Club members and other persons as necessary to assure the safety and well-being of both members and all other persons and property within and without the Club.
2. The Safety Director publishes articles, advice, and "Tips" in the BMW Club monthly Newsletter advising members and readers of safety regulations, practices, and suggestions, and other information helpful to, or necessary for, the safety of Club members and other persons riding motorcycles or other vehicles or pedestrians on public and private areas and thoroughfares.
3. The Safety Director is authorized to coordinate mechanical and parts inspection, repair, and suggestions as to necessary mechanical aid or work both within the Club and—when necessary—commercial mechanics and shops to maintain BMW equipment, running condition, and the safety of BMW motorcycles for riding under highway and other conditions and terrain. The Safety Director instructs members or other persons, as required by the President, the Board of Directors, or the members, about motorcycles and other drivers and persons and the equipment they utilize.
4. The Safety Director disseminates warnings of equipment defects, techniques, and information concerning all aspects of motorcycle and other transportation and their interrelationships with each other.
5. The Safety Director has the duty to promote the safety, well-being, and goodwill of the Club, its members, and its activities in themselves and in relation to all other persons, vehicles, and traffic and legal conditions as exist in this State and throughout the United States and World as they may affect the BMW Club members and other persons needing such assistance or information.
6. Information on First Aid, kits, training, etc., shall also fall within his or her purview and responsibility.

7. The Safety Director directs and coordinates traffic in the event of an accident to assure the safety of victims, bystanders, helpers, and their vehicles while promoting the expeditious, safe passage and detour of other highway traffic.

H. DUTIES OF THE TOUR CAPTAIN:

1. The Tour Captain, at the direction of the Board of Directors, the President, or the members, arranges meeting places, tours to and from such meetings, disseminates information concerning routes, highway conditions, places or things of interest, gas or food or lodging requirements, and evaluates equipment or conditions or material affecting the Club and its members, and their enjoyment as they travel or tour.
2. The Tour Captain may appoint such Assistant Tour Captains for temporary or permanent duties as such in the conduct or leadership of tours, members, or groups of members, and assists the Safety Director in disseminating and enforcing safety and other motorcycling guidelines to promote the safety, interest, enjoyment, and welfare of BMW Club members and those of the general public they may affect directly or indirectly, on or off the road.
3. The Tour Captain assists and coordinates the setting up of Club motorcycle contests, games, tours, diversions, and other activities as he or she sees necessary or as directed by the President and Board of Directors.

I. DUTIES OF THE HISTORIAN:

1. The Historian records events, activities, and actions of the Club, its members, and their relationships with the public and other groups and activities.
 2. The Historian maintains a scrapbook of articles, pictures, or other documents recording the activities or aspects of the Club and its individuals and groups, and maintains same for inspection at meetings and displays by or for the Club.
 3. The Historian is the custodian of trophies, club accomplishments and documents thereof, and maintains such books and documents as necessary to preserve and promote the history, achievements and activities of the Club and its members.
 4. The Historian also assists in promotion and dissemination of Club activities, projects, publicity, or other Club aspects to other clubs, the public, and the news media in both motorcycle and public media.
- J. All duties of each and all of the above Directors shall not contravene the provisions of law, the Articles of Incorporation, or the by-laws herein, and shall be within the scope of the Corporation as a Non-Profit Corporation, and shall not jeopardize its nonprofit, tax-exempt status in any way.
- K. Upon assuming office, each Director shall issue a statement of acquisition, listing all BMW Club of Northern California, Incorporated, property, copy to the President, and available to all Club members. At the end of the term of office, each Director shall issue a statement of inventory, copy to the President and available to all Club members, of all Club property to be transferred to the new Director at the Board of Directors meeting following the June annual meeting.

ARTICLE 7—APPOINTED VOLUNTEER POSITIONS

The volunteer management positions of Newsletter Editor, Newsletter Sponsorship Manager, and Website Manager are nominated by the President, and are approved by and serve at the pleasure of the Board of Directors. The volunteer manager's term of service shall not be bound by the term of the Board but shall extend until such time as the volunteer manager tenders his or her resignation or is removed from his or her position by the Board.

The duties of the volunteer management positions shall be defined by the Board of Directors and shall be attached to these by-laws as Appendix A. Appendix A is not part of the by-laws and changes to Appendix A do not need approval by a vote of the general members.

ARTICLE 8—'49er RALLY

The President shall appoint a Rally Chairperson. The Board of Directors shall confirm the appointment by majority vote of those Directors present at the Board of Directors meeting at which the President submits his or her choice for confirmation.

The Chairperson is solely responsible to the Board of Directors for the conduct of the Rally. The Board of Directors may overrule, modify and/or otherwise change any action taken by the Chairperson, Assistant Chairperson and/or the Committee by majority vote of the Directors present at the Board of Directors meeting at which the action is under discussion and/or review.

A. DUTIES OF THE CHAIRPERSON:

1. The Chairperson is the leader of the Rally and Chairperson of the Rally Committee and is responsible for all activities of the Rally, its management, projects, committees, meetings and all other aspects of the Rally and its activities and existence.
2. The Chairperson shall create a Rally Plan. The Rally Plan will be presented to the Board of Directors with sufficient time to review, finalize and approve the Plan no later than five months prior to the event. The newsletter will announce the inclusion of the Rally Plan on the Board Meeting agenda. After the Rally Plan receives Board approval, the Rally Chairperson will advise the Board of Directors when significant alterations are made to the Rally Plan so that the alterations are mutually agreeable to the Board and Rally Chairperson. A template Rally Plan can be found on the Club website and is available in print form from the club Secretary.
3. The Chairperson shall maintain the Rally inventory. This includes tracking of the Rally Plan and all physical property and assets, maintaining control and transportation of inventory to and from the Rally and/or storage, and making a statement of this inventory available to the President and Secretary at the close of the Rally, and to the next Rally Chairperson.
 - a. The exact location shall be chosen by the Rally Chairperson, with the concurrence of the Board of Directors. The Rally has traditionally been held in a location consistent with the traditions of the California Gold Rush of 1848-1849. California's "Gold Country" may be considered to be the land adjoining California State Highway 49 and lying between Downieville in the north and Oakhurst in the south.
 - b. Admission to the Rally shall be by application only and may not be assigned and/or transferred. The Chairperson shall be the sole point of approval for all applications. Application for admission shall be made in advance of arrival at the Rally (pre-registration) or at the entrance to the Rally site. Any attendee may be evicted from the Rally site by the Rally Chairperson.
 - c. Admission to the Rally will consist of Full Registration good for the entire duration of the Rally or, upon the Chairperson's sole discretion a day pass may be issued, good for one (1) calendar day. Refunds will be at the sole discretion of the Rally Chairperson.
 - d. All participants' motorcycles and other vehicles will be admitted to and may remain inside the Rally site at the sole discretion of the Chairperson.

Attendance at the Rally shall be limited to:

- i. Members: as defined in these By-Laws.
- ii. Nonmembers: Nonmembers are either:
 - iii. .
- i. Vendors: A Vendor is any person who applies for admission to the Site for the express purpose of offering for sale goods and/or services. An existing member may also attend in a Vendor capacity..
- ii. Guests: A Guest is any person who registers and arrives at the Site not eligible for admission as a member. Guests must be sponsored by a Member. The sponsoring Member must signify acceptance of responsibility for the action of a Guest by affixing his or her signature at the time application for admission is made as a sponsor of the Guest on the Guests application for admission; the sponsoring Member's application must indicate the name of his or her Guest(s).

The BMW Club of Northern California, Incorporated, wishes to encourage and foster the riding of BMW motorcycles. For this reason, Members may bring Guests to the Rally. Each Member may sponsor a maximum of two Guests. Guests must arrive at the Gate with their sponsor.

It is the intention of the BMW Club of Northern California, Incorporated, that the Rally be conducted in a safe manner. All Members and Nonmembers shall indemnify the Committee, the BMW Club of Northern California, Incorporated, and its Members by signing a release that will be part of the application for admission that they will not hold the Committee, the Club, the Board of Directors of the Club, any Member(s) of the Club, and/or Nonmembers attending the Rally, responsible for any and/or all hurt, loss, damage and/or liability that they may or may not incur associated with their attendance and/or participation at the Rally.

The Chairperson will obtain Liability Insurance in order to adequately cover the Club for any law suit that could be generated against the BMW Club of Northern California, Incorporated, its Members or the Committee as a result of negligence in any and all activities directly associated with the '49er Rally.

Guests may subsequently become members as provided in Article 3.

Fees for vendors who make application to attend the Rally and rent space at the Site will be assessed as appropriate at the Chairperson's sole discretion.

All monies collected and expenses incurred shall be included in the annual operating budget of the Club and shall be reflected in the Rally Account subsection of the Club Accounting Records in the Income and Expense Accounts, respectively. All Income and Expense Accounts shall be established so that Member and Nonmember income and expenses will be recorded in separate accounts.

Miscellaneous Provisions:

- a) Any person placed in a position that is responsible for inventory and Rally assets or the collection of fees shall be a regular member in good standing. Rally members, prospective members and other Nonmembers are specifically prohibited from being assigned and/or volunteering to work in positions that require the collection of fees and/or handling of money.

ARTICLE 9—RANGE OF LIGHT GYPSY TOUR

- A. The President shall appoint a Rally Chairperson. The Board of Directors shall confirm the appointment by majority vote of those Directors present at the Board of Directors meeting at which the President submits his or her choice for confirmation. The Chairperson is solely responsible to the Board of Directors for the conduct of the Rally. The Board of Directors may overrule, modify and/or otherwise change any action taken by the Chairperson, Assistant Chairperson and/or the Committee by majority vote of the Directors present at the Board of Directors meeting at which the action is under discussion and/or review.

B. DUTIES OF THE CHAIRPERSON:

1. The Chairperson is the leader of the Rally and Chairperson of the Rally Committee and is responsible for all activities of the Rally, its management, projects, committees, meetings and all other aspects of the Rally and its activities and existence.
2. The Chairperson shall create a Rally Plan. The Rally Plan will be presented to the Board of Directors with sufficient time to review, finalize and approve the Plan no later than five months prior to the event. The newsletter will announce the inclusion of the Rally Plan on the Board Meeting agenda. After the Rally Plan receives Board approval, the Rally Chairperson will advise the Board of Directors when significant alterations are made to the Rally Plan so that the alterations are mutually agreeable to the Board and Rally Chairperson. A template Rally Plan can be found on the Club website and is available in print form from the club Secretary.
3. The Chairperson shall maintain the Rally inventory. This includes tracking of the Rally Plan and all physical property and assets, maintaining control and transportation of inventory to and from the Rally and/or storage, and making a statement of this inventory available to the President and Secretary at the close of the Rally, and to the next Rally Chairperson.

The Range of Light Gypsy Tour is traditionally a point to point tour centered around the Sierra Nevada Mountain range (the "Range of Light"). The Tour may take place between any points desired by the Rally Chairperson with the concurrence of the Board of Directors.

- C. Registration is open to the BMW community, their friends and guests, riding motorcycles of any make. Registration is in advance and the Rally Chairperson is the sole point of approval for all applications.
- D. The admission fee is good for the duration of the event. Refunds will be at the sole discretion of the Rally Chairperson.
- E. It is the intention of the BMW Club of Northern California, Incorporated, that the Rally be conducted in a safe manner. All Members and Nonmembers shall indemnify the Committee, the BMW Club of Northern California, Incorporated, and its Members by signing a release that will be part of the application for admission that they will not hold the Committee, the Club, the Board of Directors of the Club, any Member(s) of the Club, and/or Nonmembers attending the Rally, responsible for any and/or all hurt, loss, damage and/or liability that they may or may not incur associated with their attendance and/or participation at the Rally.
- F. The Chairperson will obtain Liability Insurance in order to adequately cover the Club for any law suit that could be generated against the BMW Club of Northern California, Incorporated, its Members or the Committee as a result of negligence in any and all activities directly associated with the Range of Light.
- G. All monies collected and expenses incurred shall be included in the annual operating budget of the Club and shall be reflected in the Rally Account subsection of the Club Accounting Records in the Income and Expense Accounts, respectively.
- H. Miscellaneous Provisions:
 - i. Any person placed in a position that is responsible for inventory and Rally assets or the collection of fees shall be a Member in good standing. Prospective members and Nonmembers are specifically prohibited from being assigned and/or volunteering to work in positions that require the collection of fees and/or handling of money.

ARTICLE 10—COMMITTEES

- A. The Club may have such Standing Committees as the members or the Board of Directors may from time to time prescribe for the necessary execution of the Club activities. Notwithstanding the aforementioned, however, the Board of Directors, or a majority or a quorum of members present at a General Members Meeting may establish ad hoc committees for specific purposes and projects. No standing committee shall be established except in such cases as necessary for long-standing club requirements and enhancement which ad hoc committees are unable to handle commensurate with the requirements of the Club. The resolution designating the Committee shall provide for the appointment of its members and Chairman, state and purposes of its formation, the powers and activities to be exercised, and provide for its termination—either by time interval or termination or completion of its designated purpose.

ARTICLE 11—MISCELLANEOUS PROVISIONS

- A. The fiscal year of the Corporation shall be from 1 July through 30 June, inclusive.
- B. The BMW Club of Northern California is considered a Mutual Benefit Social Organization (Club) and recognized as a 501(c)7 corporation.
- C. The Corporation may strike and maintain a Seal which shall be in such form and contain such matter as shall be specified by resolution of the Board of Directors. The Seal shall be affixed to all Corporate instruments if they are adopted and in existence, but failure to affix a Seal to an instrument shall not affect the validity of such instrument in any way.
- D. Except as otherwise provided by law, the Articles of Incorporation, and these by-laws, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer. Any contract, lease, or other instrument executed in the name of and on behalf of the Corporation shall be signed by the President, and shall have attached to it a copy of the resolution of the Board of Directors at which authorization was approved. All reimbursement expenditures and checks must be approved by the President and Treasurer. Where Board approval is required, such approval may be in the form of email or resolution of approval by the Board at a Board meeting subsequent to the expenditure. This provision applies similarly to all expenditures and checks. All aforementioned instruments and documents, signed and countersigned or certified as prescribed herein, shall become prima facie evidence of Corporation action and any obligations, liabilities, debts, or other benefits or obligations accrued thereunder.

- E. These by-laws or any provision or word therein may be amended by a majority vote of the regular members present at two consecutive monthly General Members Meetings. Such amendments proposed shall be published in the Newsletter after the first vote and prior to the second vote. The Articles of Incorporation may be amended only by majority vote of the regular membership and a certified, notarized copy of such amendment and resolution shall be sent immediately to the Secretary of State, California Corporations, 1500 11th Street, Sacramento, California 95814, or current address if different.
- F. A committee, appointed by the newly-elected President, shall conduct an audit each year of the financial and inventory assets books of the Corporation, to be completed prior to the July general members meeting. The committee shall be comprised of three (3) regular members in good standing (and having paid their annual dues for the following year) and shall exclude Directors holding office and shall exclude past Directors who held office in the fiscal year to be audited.
- G. Any motion to amend the basic structure of the BMW Club of Northern California, Incorporated, shall be voted upon by mail requiring seventy-five percent (75%) concurrence of regular members to a mail ballot. The ballots are to be mailed and counted by an independent auditor.

These by-laws have been updated to incorporate changes approved in General Meeting in [] 2019.

SIGNATURES OF THE DIRECTORS

President

Date

Vice President

Date

Secretary

Date

Treasurer

Date

Safety Director

Date

Tour Captain

Date

Historian

Date

APPENDIX A
(refer to Article 7)

DUTIES OF THE NEWSLETTER EDITOR:

1. The Newsletter Editor is responsible for the assembly, building, and publication of the Club Newsletter. This requires coordination with each Officer monthly, the Newsletter Sponsorship Manager, and the Website Manager so the Newsletter has the most relevant information at time of publication. The physical printed version is distributed where appropriate and posted on the Club website.

DUTIES OF THE NEWSLETTER SPONSORSHIP MANAGER:

1. The Newsletter Sponsorship Manager is responsible for being the direct communication liaison between the Club and any current or potential advertisers. The Manager actively positions the Club in a positive manner to select organizations and businesses which could benefit from placing advertising in the Club newsletter.
2. The Manager will also lead the coordination with the Tour Captain and/or Safety Tech Director where appropriate to arrange events at our advertisers location as part of the monthly tour or as a separate technical or marketing event.
3. The Manager works with the Newsletter Editor and the Club Treasurer to determine the rate structure and size limitations of advertising placed in the Club Newsletter and possible links on the Club Website.

DUTIES OF THE WEBSITE MANAGER:

1. The Website Manager maintains the official Club website, Facebook and other outreach applications sponsored by the Club. Duties include updating the website with current and future events, posting articles and pictures submitted by the Newsletter Editor, the Historian, and any other source approved by the Board of Directors.
2. The Website Manager shall keep the website applications updated with the latest security processes and performance upgrades. Appropriate backup procedures shall be maintained to protect historical photos, articles, Club minutes and past issues of the Club Newsletter.
3. The Website Manager in conjunction with the President and Treasurer shall maintain the permissions database that controls the various levels of access to current and past Club information.