

"Dirty" Minds Jeep Club

By-Laws

Article I

Name

1. This organization shall be known as the "Dirty" Minds Jeep Club.

Article II

Objectives

1. The "Dirty" Minds Jeep Club is organized as an organization for the purpose of:
 - a. Providing social, educational, and recreational activities for its membership.
 - b. Participating in and supporting civic and environmental activities for the betterment of the community.
 - c. To promote the sport and pastime Jeep Vehicle travel in all phases
 - d. To enjoy and protect the natural resources and support the multiple use principle as it applies to public lands.
 - e. To promote interest in and ownership of driving four wheel drive Jeep vehicles.
 - f. To promote, organize and hold outings, meetings, runs, excursions, reliability trials, hill limbs, cross-county trips and similar events.
 - g. To offer awards and prizes for various accomplishments of the persons of the club.

Article III

Membership and Dues

1. Owners of all Jeep four-wheel drive vehicles are eligible for membership in the "Dirty" Minds Jeep Club. Exceptions may be made by the board.
2. There will be no cap to the number of members. Each membership includes a significant other, immediate family or children up to 18 years of age.
3. All members must conduct themselves in a respectable and orderly fashion whether in or out of "Dirty" Minds Jeep Club activities. Any members disgracing themselves in the public eye will be subject to immediate expulsion from the "Dirty" Minds Jeep Club, subject to decision of the Board of Directors.
4. Applicants for membership must be sponsored by two members of whom are in good standing. Existing members can sponsor up to two people per year.
5. Applicants for membership must be at least eighteen years of age (exceptions may be made by decision of the Board of Directors) and must hold a valid driver's license.

6. Applicants for membership must attend a minimum of three club functions (minimum one meeting and one event) prior to consideration for membership. Applicant member has four months to make three events/meetings. Once requirements for membership have been fulfilled, applicant's membership will be put to a vote at a monthly general membership meeting. The member must be present in order to be voted in. If the new member does not complete the three events/meetings he/she can request in writing for a two months extension. Approval by the Board is required. If not completed by the extended time, Applicant Member will have to wait until next calendar year to re-apply.

7. Dues for this organization shall be \$35 per new membership per year, payable in advance. New members must also pay a one-time initiation fee of ten dollars. Any member whose dues are not paid by the February general membership meeting shall be dropped from the rolls of this organization.

8. New Member payment schedule. New members must pay a \$10 new member fee. Dues are collected by the meeting in February. Dues will be as follows: \$35.00 if paid from April meeting to July meeting \$31.50 after July meeting to October meeting \$21.00 after October meeting to January meeting \$10.50 after January to April meeting.

9. All personal expenses such as uniforms, decals, insignia, etc., shall be born by each individual and are not to be arranged for in any manner by the club.

10. Members shall immediately notify the Secretary of any change of address, mailing address, telephone number, or e-mail address.

11. When a member no longer possesses a Jeep brand Vehicle, their membership in this organization shall terminate. The Board of Directors may grant temporary exemptions.

12. Members selling their vehicles or leaving the club must remove all club stickers and/or logos.

13. Club members must attend a minimum of 3 club functions a year to remain a member in good standing.

Article IV

Charter Members

1. Charter Members of the "Dirty" Minds Jeep Club include Chris Dickinson, Randy VanWormer, Richard Molnar, Stacie Bartman, and Maria Byrwa. These members are considered Life Members therefore are exempt from paying dues.

Article V

General Membership Meetings

1. Meetings of the membership of the "Dirty" Minds Jeep Club shall be held monthly at such times and places as designated by the Board of Directors.

2. All members in good standing present at the membership meeting staff constitute Quorum for a membership meeting.

3. Lack of participation by any club member may result in termination of membership at The Board of Directors discretion.

Article VI

Board

- 1. General Powers.** The business, property, and affairs of the corporation shall be managed by the board of directors.
- 2. Number.** There shall be not less than 4 nor more than 8 directors on the board as shall be fixed from time to time by the board of directors.
- 3. Tenure.** Each director of the Corporation shall hold office until the directors' death, resignation, or removal.
- 4. Resignation.** Any director may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in section 3.06 of the bylaws.
- 5. Removal.** Any director may be removed with cause by the remaining directors on the board.
- 6. Board Vacancies.** A vacancy on the board may be filled with a person selected by the Remaining directors of the board.
- 7. Annual Meeting.** An annual meeting shall be held each year on March 1. If the annual meeting is not held at that time, the board shall cause the meeting to be held as soon thereafter as is convenient.
- 8. Regular Meetings.** Regular meetings of the board may be held at the time and place as Determined by resolution of the board without notice other than the resolution.
- 9. Special Meetings.** Special meetings of the board may be called by the president or any two directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each director in any manner at least three days before the meeting.
- 10. Statement of Purpose.** Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice for that meeting.
- 11. Waiver of Notice.** The attendance of a director at a board meeting shall constitute a waiver of Notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.
- 12. Meeting by Telephone or Similar Equipment.** A director may participate in a meeting by Conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.
- 13. Quorum.** A majority of the directors then in office constitutes a quorum for the transaction of any business at any meeting of the board. Actions voted on by a majority of directors present at a meeting where a quorum is present shall constitute authorized actions of the board.
- 14. Consent to Corporate Actions.** Any action required or permitted to be taken pursuant to authorization of the board may be taken without a meeting if, before or after the action, all directors consent to the action in writing. Written consents shall be filed with the minutes of the Boards' proceeding.

Article VII

Administration of Officers

- 1. The officers of the "Dirty" Minds Jeep Club shall consist of a President, Vice President, Secretary, Treasurer, and Sergeant at Arms and shall be known as the Executive Committee. It shall be their duty to draw up agenda for all board and general membership meetings, and it shall be their further duty to assume the functions of the Board of Directors in cases of emergency.**
- 2. The Board of Directors shall consist of the members of the Executive Committee, the immediate past president, and two trustees elected by the membership. Each director shall be assigned one or more committees and it shall be their duty to represent such committees on the board. Further duties of the Directors shall be to oversee club business; to take such actions as might fulfill the aims of this organization, and to audit the books of the previous administration. The Board of Directors shall meet regularly, once each quarter, with fifty-one percent (51%) constituting quorum for the body.**
- 3. The President, Vice President, Secretary, Treasurer, Sergeant at Arms and Trustees term will be for one calendar year, with no term limitations.**
- 4. No officer shall be added to the club except by the vote of the majority of the entire membership of the club.**
- 5. Special posts may be provided, as needed to advise and support the administration, based on membership consent (33% quorum vote) and Board approval.**
- 6. A member with less than one year of membership cannot run or be voted in as President.**

Article VIII

Duties and Powers of Officers

- 1. The PRESIDENT shall preside over all membership and board meetings and be present at all events when possible. He/She shall be the executive officer and shall have the duty to carry out all the policies and decisions of the Board of Directors. He/She shall be without right of vote on the Board of Directors except in the event of a tie. He/She shall sign all checks with the Treasurer, unless both are members of the same family.**
- 2. The VICE PRESIDENT shall, in the absence of the President, serve in that capacity. He/She shall also serve as a Parliamentarian and perform such other duties as may be assigned by the Board of Directors.**
- 3. The SECRETARY shall keep and preserve all records and minutes of the meetings of the regular membership and the ledger roll call to determine the number of voting members present so it may be known if a quorum is in attendance, shall keep a file system of membership, and shall receive and answer all general correspondence pertaining to the organization. He/She shall sign checks with the Treasurer in the event that the Treasurer and President are in the same family.**
- 4. The TREASURER shall keep accurate and complete records of the funds and accounts of this organization, and shall collect all dues and maintain a record thereof. He shall make only such disbursements from the funds of the organization as are directed by the Board of Directors and Article VIII hereof.**
- 5. The SERGEANT AT ARMS shall keep order during club meetings/ events, and, if necessary remove any members who are rowdy or disruptive. In the event that the Secretary is not present at a meeting/event he/she will take over all duties of them.**
- 6. The TRUSTEES shall be voting members of the Board of Directors and take on duties assigned by the President.**

7. The "Dirty" Minds Jeep Club shall indemnify and hold harmless each person who shall serve at any time hereafter as a director or officer of the "Dirty" Minds Jeep Club organization from and against any and all claims and liabilities to which such person shall become subject by reason of his having heretofore or hereafter been a director or officer of the organization, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may be lawfully entitled, nor shall anything herein contained restrict the right of the organization to indemnify or reimburse such person in any proper case even though not specifically herein provided for. The organization, its directors, officers, employees, and agents shall be fully protected in taking any action or making any payment, or in refusing so to do, in reliance upon the advice of counsel. The Board of Directors shall, within its sound business judgment and discretion, have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the organization, or is or was serving at the request of the organization as a director, officer, employee, or agent of another organization, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the organization would have the power to indemnify him against such liability.

Article IX

Expenditures and Finance

1. All monies received from all sources shall be turned over to the Treasurer to be deposited in the checking account of the "Dirty" Minds Jeep Club.
2. No withdrawal from funds shall be made without the approval of the Board of Directors. Single non-budgeted expenditures in excess of one-hundred (100) dollars must have approval of the majority of a voting quorum of the membership. All expenditures shall be made by check, and all checks must indicate purchase.

Article X

Committees

1. The Board of Directors shall designate committees. The President shall assign each committee to a director who shall be responsible for its activities and who, with the approval of the Board of Directors, will appoint a committee chairperson.

Article XI

Election of Officers

1. The membership shall meet and elect officers and directors for each fiscal year at the December general membership meeting. The newly elected officers shall take office Starting January 1. Voting shall be in person, and not by proxy or mail.
2. Nominations will be made at the November general membership meeting and on the private online forum. Nominations must be accepted by the nominee one week prior to the December general membership meeting. The candidates for the office of Treasurer must be bondable, bond to be paid for by the club.
3. Balloting for each office shall be in separate successive sequence and will be held by secret ballot. All ballots for offices must be counted and checked by three members other than nominees.
4. A majority of votes cast is necessary for election to an office or position on the Board of Directors. 5. In the event of a vacancy in the office of Vice President, Secretary, Treasurer, or

Sergeant at Arms, an election shall be called to elect a successor. In the event of a vacancy on the Board of Directors, the Board shall elect a successor.

Article XII

Recall

1. Any officer or director of the "Dirty" Minds Jeep Club may be recalled by a two third majority vote of the entire membership.

Article XIII

Events

1. All events shall be subject to the approval by the Board of Directors. Events will be under the direction of a Trip Leader appointed by the Board of Directors.

2. All events must be conducted in an orderly manner and with safety as the prime factor. The followings are requirements for club off-road events.

a. Minimum of property liability (PL) & property damage (PD) insurance coverage on their vehicles.

b. Minimum of one (1) tow point on the front of vehicle.

c. Minimum of one (1) tow point on the rear of vehicle.

d. Recovery strap with a minimum width of Two (2) inches and a minimum length of Twenty (20) feet. Loop end straps only. Steel hook straps are forbidden.

e. Minimum of one (1) 2.5lbs. ABC class fire extinguisher, inside the vehicle at all times.

f. First Aid Kit.

g. Current year, State O.R.V. sticker for State that activity takes place as required.

3. Anyone determined to be under the influence of illegal drugs during any club event are subject to immediate dismissal from the club.

4. All members, including the President, Vice President, Secretary, Treasurer, and Sergeant at Arms are responsible to the direction of the appointed Trip Leader and his/her appointed assistants throughout the determined duration of an event.

5. No provisions are to be made to permit any member to join an event at any time or location if that provision decidedly interrupts the designated time schedule or plan for the event.

6. Any events held on private property must have property owner permission, and will be subject to liability releases.

7. Any member or guest under the age of eight-teen (18) must be accompanied by or have written permission of a parent or guardian to drive in any club event. Members must take full responsibility for their guests.

8. All events shall be under the direct authority, supervision, and control of the Board of Directors or their appointees. The Board of Directors shall determine entrance classifications and regulations for various events and shall approve trophies and awards to be presented. Vehicles may be subject to technical inspection varying according to the type of event and shall be disqualified if found to be mechanically unsafe.

9. All members and guests participating in an event shall abide by the Motor Vehicle Code of the State concerned, and by the laws and regulations of the city, the county, or the circumstances involved.

10. During club sponsored trail rides, members in good standing may invite as many guests as their vehicle will carry, but no vehicles unless prior approval of the board of directors. Exceptions to this will only be made in unusual circumstances with approval of the Board of Directors. This will assure that no club sponsored trail ride has too many participants, which affects the convenience and safety of those participating. Additionally, members inviting a guest driving his/her vehicle shall notify the Event Coordinator of this guest prior to the trail ride. When a given trail ride is particularly popular (i.e. Many vehicles are expected) the Event Coordinator may ask members to refrain from inviting additional guests with their vehicle.

Article XIV

Rules and Procedures

1. Unless otherwise specified, Robert's Rules of Order (Revised) shall govern parliamentary procedure.

Article XV

Indemnification

1. **Non-derivative Actions.** Subject to all of the other provisions of this article, the corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a director or officer of the corporation or who was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

2. **Derivative Actions.** Subject to all of the provisions of this article, the corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor because (a) the person was or is a director or officer of the corporation, or (b) the person was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the corporation unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

3. **Expenses of Successful Defense.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 7.01 or 7.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding,

the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

4. Contract Right; Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such persons' capacity as a director or officer. Except as provided in section 7.03 of this article, the corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board.

5. Determination That Indemnification Is Proper. Any indemnification under sections 7.01 or 7.02 of this article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case. The corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 7.01 or 7.02, whichever is applicable. Such determination shall be made in any of the following ways:

a. By a majority vote of a quorum of the board consisting of directors who were not parties to such action, suit, or proceeding.

b. If the quorum described in clause (a) above is not obtainable, then by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.

c. By independent legal counsel in a written opinion.

6. Proportionate Indemnity. If a person is entitled to indemnification under sections 7.01 or 7.02 of this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

7. Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 7.01 or 7.02 of this article may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

8. Non-exclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

9. Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

10. Former Directors and Officers. The indemnification provided in this article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

11. Insurance. The corporation may purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee, or agent of the corporation, or (b) was or is serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. Such insurance may protect

against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify against such liability under this article or the laws of the state of Michigan.

12. Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the corporation and relating to the subject matter of this article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the corporation to provide broader indemnification rights than such provisions permitted the corporation to provide before any such change.

Article XVI

Members release of all claims, Waiver of liability and indemnification

1. Members understand and are aware that to participate in this organization has inherent, unanticipated and unknown risks and dangers that may cause injuries and death. Each member expressly assumes all risk or injury or death that may be sustained during their duration with the organization involving their use of facilities and equipment, their participation in organizational events, its officers, directors, agents and employees, defects in the facilities, equipment, events, the negligence of others and their own negligence or misuse. Any adult member hereby acknowledges that this release applies to any and all of their children's claims relating to this organization. In consideration of being permitted membership into this organization, members hereby release, quit and discharge this organization, its successors, assigns, officers, directors, agents, and employees of and from all claims and liability of any kind which agree that they will not sue or commence any action of any kind against this organization, its successors, assigns, officers, directors, agents, or employees. Adult members again consent that any of their minor children participating in this organization are also bound by these terms. In consideration of being permitted membership of this organization, members agree to indemnify and hold harmless this organization, its successors, officers, directors, agents, and its employees of any from any claims, demands, liability, or judgments arising out of their involvement with this organization.

Article XVII

Amendments

1. These By-Laws may be amended by a two-thirds majority vote at a general membership meeting, a quorum being present and voting. Any amendment to the By-Laws must be presented to the membership at the regular membership meeting preceding that in which the vote is taken.

Elected and effective as of the 31st day of December in the year 2015.