

CAPE COD CORVETTE CLUB, INC.

BY-LAWS

ARTICLE I General Provisions

- Section 1. **NAME:** The name of the corporation shall be the CAPE COD CORVETTE CLUB, INC.
- Section 2. **LOCATION:** The officers of the Club may, from time to time, designate the location of Club meetings.
- Section 3. **FISCAL YEAR:** Except as otherwise designated from time to time by the officers of the Club, the fiscal year shall end on December 31st of each year.

ARTICLE II Club Mission

The mission of the Club shall be to join together with other interested persons in pursuing the enjoyment of the Chevrolet Corvette automobile, to encourage responsible ownership, operation, and maintenance of Corvettes, to exchange information concerning the purchase, operation, maintenance, display, and restoration of Corvettes, to organize activities, gatherings, functions, and exhibits involving Corvettes for both enjoyment and education, and generally to engage in any and all activities of any kind and nature whatsoever which are designed directly or indirectly to enhance the experience of the ownership and operation of a Corvette.

The Club is formed exclusively for charitable and educational purposes within the meaning of Massachusetts General Laws Chapter 180, Section 4, as amended and any other applicable laws of the Commonwealth of Massachusetts.

ARTICLE III Club Structure

- Section 1. **MEMBERS:** Membership in the Club shall be open to all persons 21 years of age or older. An application for membership in the Club may be submitted by anyone who either owns a Corvette or has a strong interest in perpetuating the mission of the Club. Any person wishing to join the Club must submit a written application to any officer or member. Such application for membership must include the applicant's payment of dues and the signed Club's Acknowledgment of Risk and Hold Harmless Agreement.
- Section 2. **MEETINGS OF MEMBERS:** The annual meeting of the membership shall be held by the fourth Thursday of October in each year at such time and place as the Board of Directors may designate. Special meetings of the members may be called at any time by the Board of Directors or shall be called by the Secretary of the Club upon the written request of three or more members. Notice of the annual meeting or any special meeting setting the date, time, and place of the meeting shall be sent to all members not less than fourteen (14) days prior to the date set for the meeting. In the case of any special meeting, such notice shall contain a description of the general nature of the business to be conducted.

Section 3. **GENERAL ACTION AT MEETINGS:** Ten members present at any meeting of the membership called by the Board of Directors shall constitute a quorum but a lesser number may, without further notice, adjourn the meeting to any other time. At any meeting of the membership where a quorum is present, the vote of a majority of those present shall decide any matter, unless an alternate voting method approved by the Board of Directors is specified. At all meetings of the membership, the vote of each member must be cast in person. Meeting management (motions, discussion, etc.) shall be conducted in a manner consistent with the most current edition of Robert's Rules of Order.

Section 4. **GENERAL MEMBERSHIP:** Members are deemed to be in good standing when:

- a. Good moral character is demonstrated - members shall:
 1. Conduct themselves in a manner which promotes a favorable opinion of the Club and its activities;
 2. Conduct themselves in a manner which promotes cooperation among members;
 3. Respect each other's opinion at meetings and allow each member the opportunity to present his/her view without interruption;
 4. Personal disputes among members shall remain outside of the Club's activities;
 5. Operate their vehicle in a safe and courteous manner during Club activities.
- b. Dues are paid in a reasonable and timely fashion:
 1. Membership dues rate shall be set by the Board of Directors prior to the January monthly meeting of the new calendar year;
 2. Membership dues rate shall be approved by the membership at the January monthly meeting of the new calendar year;
 3. Due date of renewal membership shall be February 28th;
 4. If dues are not paid within 30 days of the due date, a 'late fee' of \$10 shall be assessed;
 5. New membership dues shall be prorated according to the date of joining; dues for members joining on or after September 1st shall be one half (1/2) the regular annual dues plus the cost of name badges;
 6. Founding President's dues shall be paid in full for life;
 7. Sitting Presidents shall have their dues paid for that calendar year; and
 8. Special consideration – the membership reserves the right at a monthly meeting to alter the dues assessment of an individual member to an amount less than the yearly assessed amount.

ARTICLE IV

Officers and Board of Directors

Section 1. **OFFICERS:** The officers of the Club shall consist of a President, a Vice President, a Treasurer, a Secretary, and an Assistant Secretary.

Section 2. **BOARD OF DIRECTORS:** In addition to the Officers, a Board of Directors shall exist for the purpose of facilitating members' input and aiding in the resolution of issues as deemed necessary by the President. The Board shall consist of the elected officers of the Club, a past President or Vice President as selected by the President, and a Member-at-Large who shall be elected by the membership at the time of the annual Club elections. Each membership on the Board shall be for one year to run concurrent with that of the elected officers.

Section 3. **ELECTION:** The President, Vice President, Treasurer, Secretary, Assistant Secretary, and Member-at-Large shall be elected annually by the membership at their first regular meeting following the annual meeting of the membership. The term of each elected officer shall be one year. The Secretary shall be a resident of the Commonwealth of Massachusetts unless the Club

shall appoint a resident agent for the service of process, appointed in the manner prescribed by law. Except as otherwise provided by law or these By-laws, all officers shall hold office until the first regular meeting of the membership following the next annual meeting and thereafter until their respective successors are chosen and qualified.

- Section 4. **NOMINATING COMMITTEE:** Each year, the Board of Directors will create a Nominating Committee consisting of three Club members in good standing to gather nominations for officer candidates. The Nominating Committee will present the slate of candidates at the annual meeting of the membership or at a special meeting in lieu of the annual meeting and handle the voting process, including the preparation of the ballot sheet, the distribution of the ballots, and the count of the votes.
- Section 5. **RESIGNATION AND REMOVAL:** Any officer may resign by delivering his or her written resignation to the Club at its principal office or to the President, and such resignation shall be effective upon receipt unless it is specified to be effective at some later time. The membership may remove any officer by a vote of a majority of the membership present after a thirty (30) day notice with said notice containing a statement of the causes assigned for such proposed removal and an opportunity to be heard by the Board of Directors.
- Section 6. **PRESIDENT:** The President is in charge of the day to day operations of the Club in its entirety. The President shall preside when present at all meetings of the membership and the Board of Directors. The President shall have such other powers and duties as are usually incident to his or her office and as may be vested in such office by these By-laws or by the officers. The President has the power of being the disciplinary power of the Club and shall rule as they arise. The President shall adhere to a protocol of escalating disciplinary action which will consist of:
- a. Verbal warning with notice to the Board of Directors
 - b. Written reprimand with written notice to the Board of Directors
 - c. Expulsion with written notice to the Board of Directors. Upon expulsion, dues for remaining partial year are forfeited.
- Section 7. **VICE PRESIDENT:** In the absence, resignation, disability, or other incapacity of the President, the Vice President shall assume the office of President with the powers and duties of that office. The Vice President shall have such other powers and perform such other duties as directed from time to time by the President.
- Section 8. **TREASURER:** The Treasurer shall have general charge of the financial affairs of the Club and shall keep full and accurate books of account. He or she shall have custody of all funds, securities and valuable documents of the Club, except as the officers may otherwise provide, and shall render a statement of the financial affairs of the Club at each monthly meeting of the membership and to the officers and President upon request. He or she shall have such other powers and other duties as are usually incident to that office and as may be vested in such office by these By-laws or from time to time as designated by the officers. Unbudgeted expenditures in excess of two hundred and fifty dollars (\$250.00) shall be discussed at a monthly or special meeting. Such expenses require prior approval by vote of a majority of the membership present at the meeting before disbursement of funds. All accounts of the Club shall require the signature of any two of the following officers: President, Vice President, and Treasurer, Secretary, or Assistant Secretary when the amount exceeds five hundred dollars (\$500.00).
- Section 9. **SECRETARY:** The Secretary shall give such notices of meetings of the membership and officers as are required by these By-laws and shall keep a record of all meetings of the membership and officers. The Secretary shall maintain Club membership records and annual

Hold Harmless Agreement forms. He or she shall have such other duties as are usually incident to such office and as may be vested in that office by these By-laws. In the absence of the Secretary at any meeting of the Board of Directors or the membership, the Assistant Secretary or any person designated by the person presiding over such meeting shall perform the duties of the Secretary.

Section 10. ASSISTANT SECRETARY: In the absence or disability of the Secretary, the powers and duties of that office shall be performed by the Assistant Secretary, if only one, or, if more than one, by the Assistant Secretary designated for that purpose by the membership. Each Assistant Secretary shall have such other powers and perform such other duties as the membership shall from time to time designate.

Section 11. MEMBER-AT-LARGE: The Member-at-Large shall serve as a representative of the membership and present ideas and suggestions of Club members to the other officers for consideration and perform such other duties as the membership shall designate.

Section 12. THE PRESIDENT'S APPOINTEE: The President shall appoint a past President or Vice President who can provide some information about the history of the Club and be an advisor to the President and other members of the Board of Directors.

Section 13. VACANCIES: In the event of any vacancy or vacancies in the Board of Directors, the remaining Directors may act despite the vacancy and shall be deemed to constitute a full Board for all purposes. Any vacancy in the Board arising at any time and from any cause may be filled for the unexpired term by a majority vote of the remaining members of the Board. A replacement Director shall serve until the end of the unexpired term of the person whose absence caused the vacancy on the Board.

ARTICLE V Indemnification of Officers

Section 1. INDEMNIFICATION: The Club shall indemnify each officer and other agent and each person who formerly served in such capacity and each person who serves or may have served at the request of the Club as a director, officer, employee or other agent of another organization in which this Club has an interest against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him or her in connection with any action, suit, or proceeding to which he may be made a party, or in which he or she may become involved, by reason of his or her being or having been a director, officer, employee, or other agent of the Club or, at its request, of any such other organization, whether or not he or she is still serving in such capacity at the time of incurring such expenses or liabilities, except in respect to matters as to which he or she shall be finally adjudged in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his or her actions were in the best interest of the Club, or to be liable for gross negligence or willful malfeasance; provided that, in the event of settlement of any such action, suit or proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Club is advised by written opinion or independent legal counsel that the directors, officers, employee or other agent to be indemnified did not commit a breach of duty owed to the Club and only if a majority of disinterested directors approves the settlement and indemnification as being in the best interest of the Club. Such indemnification may include payment by the Club of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt by the Club of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification

hereunder. The foregoing right of indemnification shall be in addition to and not exclusive of any other rights to which any person indemnified pursuant to this section may be entitled to under agreement or pursuant to any vote of the membership otherwise.

Section 2. **ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT:** See Exhibit A attached.

ARTICLE VI Miscellaneous Provisions

Section 1. **EXECUTION OF INSTRUMENTS:** All contracts, deeds, leases, bonds, notes, checks, and other instruments authorized to be executed by an officer of the Club in its behalf shall be signed by the Treasurer. Any recordable instrument purporting to affect an interest in real estate or other property, executed in the name of the Club, executed by the President or Vice President and the Treasurer who may be one and the same person, shall be binding on the corporation in favor of a purchaser or other person relying in good faith on such instrument notwithstanding inconsistent provision of the Certificate of Incorporation, By-laws, resolutions or votes of the Club.

Section 2. **CLUB RECORDS:** The original or attested copies of the By-laws, and records of all meetings of the Club and members shall be kept in Massachusetts at the principal office of the Club or of the Secretary of the Club, but such Club records need not all be kept in the same office. They shall be available at all reasonable times for inspection by any member for any purpose in the proper interest of the member relative to the affairs of the Club.

Section 3. **DEFINITIONS:** All references in these By-laws and to these By-laws shall be deemed to refer, respectively, to the By-laws of the Club as amended and in effect from time to time.

Section 4. **PRIVACY:** All member information collected by the Club shall be for Club use only and shall not be distributed in whole or in part to any third party without the expressed consent of the Club members. This includes, but is not limited to contact information, mailing lists, or email addresses.

Section 5. **DISSOLUTION:** In the event the Club is dissolved, all property and monies held by and for the Club shall be dispersed in a manner to be determined by a majority vote of the remaining membership.

Section 6. **UNAUTHORIZED EXPENDITURES:** Any member who wishes to incur an expenditure on behalf of the Club is required to obtain prior approval from the President and/or Board of Directors. Should the President wish to incur a non-operating expenditure on behalf of the Club, he or she is required to obtain prior approval of the Board of Directors.

ARTICLE VII Amendment of the By-laws

Section 1. **AMENDMENT:** These By-laws may, at any time, with two months' notice, be amended or repealed, in whole or in part, by vote of a majority of the membership present, provided that the substance of any proposed change must be stated in the notice of the meeting at which such action is to be taken. A majority of the membership present may also amend or repeal these By-laws, except that no amendment or repeal may be made which changes the date of the annual meeting of the membership.

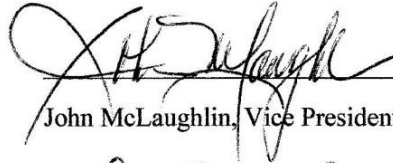
ARTICLE VIII
Acceptance of By-laws

as Written

Adopted by the Membership this 15th day of May, 2014



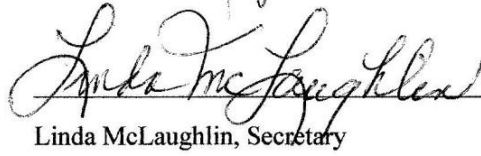
Frank Almeida, President



John McLaughlin, Vice President



Charles Azinger, Treasurer



Linda McLaughlin, Secretary



Ann Specht, Assistant Secretary



Ralph Specht, Member-at-Large

Exhibit A

ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

I hereby acknowledge that I have voluntarily chosen to participate in the activities of the Cape Cod Corvette Club. I recognize that the activities involve risk of injury and I agree to accept any and all risks associated with them, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that participation in the Club activities involves activities and risks incidental thereto, including but not limited to, travel to and from meetings, Club events, Club cruises, Club classes, Club car shows, and the possible reckless conduct of other participants. I am voluntarily participating in the activities with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death. In consideration of my participation in the activities and to the fullest extent permitted by law, I agree to indemnify, defend and hold the Cape Cod Corvette Club, its officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my participation in the activities. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless the Cape Cod Corvette Club, its officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns. I also understand that the Cape Cod Corvette Club does not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damage or loss, nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses. I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Massachusetts and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I agree that this acknowledgment of risk and hold harmless is effective for as long as I am a member of the Cape Cod Corvette Club.

_____ Signature of Member	_____ Printed Name	_____ Date
_____ Signature of Spouse/Partner	_____ Printed Name	_____ Date