

# Bylaws of Mebane Jeep Club

## Jeep and do Good

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# Bylaws of Mebane Jeep Club

## Jeep and do Good

### Article 1 General Club Information

#### 1.1 Our Mission

MJC exists to Jeep and Do Good in and around Mebane, NC. We strive to be responsive to the needs of our community and its members.

#### 1.2 Our Vision

MJC becomes an organization that is known for its community work and is called upon by other organizations in times of need. Our goal is to build a club recognized as a leader in both the Jeep community and the broader community.

#### 1.3 Our Values

Inclusivity: We do not discriminate against anyone for any reason.  
(Except Broncos)

Connection - We hold each other up, communicate with kindness, and show up for each other.

Compassion - We work in and for our community to show them that compassion thrives.

#### 1.4 Our Club Culture

We promote a zero-drama culture by refraining from gossip about other clubs or individuals. In addition, we avoid discussions of politics or religion during meetings and club events. This policy is not intended to restrict personal beliefs but to ensure that such conversations occur in more appropriate settings.

Our goal is to maintain a safe and respectful environment where all members feel heard, even when disagreements arise. We foster personal growth through open conversation, understanding, and mutual respect.

Any member who violates these values, causes harm, or threatens others will be asked to leave the club immediately.

## Article 2 Code of Conduct

2.1 Mebane Jeep Club is a community-based organization dedicated to serving the local community. Participation in the organization's programs is subject to compliance with the organization's rules and procedures. *The activities outlined below are strictly prohibited.* Any participant or staff member who violates this Code is subject to discipline, up to and including removal from the group.

- Abusive language towards a staff member, volunteer, or another participant.
- Bringing onto Mebane Jeep Club's "events" dangerous or unauthorized materials such as explosives, firearms, weapons, or other equivalent items.
- Discourtesy or rudeness to a fellow participant, staff member, or volunteer.
- Verbal, physical, or visual harassment of another participant, staff member, or volunteer.
- Actual or threatened violence toward any individual or group. Conduct that endangers the life, safety, health, or well-being of others.
- Failure to follow any agency policy or procedure.
- Bullying or taking unfair advantage of any participant.

2.2 During an event, the policies and code of conduct of the event sponsor or venue will take precedence over those of MJC. The MJC code of conduct will serve as a minimum standard, while the sponsor's or venue's policies will be considered the primary guidelines.

### 2.3 Dispute Resolution Process

2.3.1 Direct Resolution (Stage 1): Parties involved are encouraged to meet informally to resolve the conflict respectfully.

2.3.2 Formal Complaint (Stage 2): If unresolved, a written complaint is submitted to the club secretary/president, outlining the issue, supporting facts, and desired outcome.

2.3.3 Investigation (Stage 3): A designated, neutral person or committee gathers facts, ensuring all parties are heard in accordance with natural justice.

2.3.4 Mediation (Stage 4): A neutral third party helps the disputants discuss the issue and brainstorm solutions.

2.3.5 Board Decision/Arbitration (Stage 5): If mediation fails, the matter is referred to the Board or an external arbitrator for a binding decision.

## 2.4 Key Components of a Club Policy

- Confidentiality: All proceedings remain private.
- Neutrality: Mediators or investigators must not have a vested interest in the outcome.
- Respectful Communication: Guidelines encouraging objective, fact-based discussion (using "I" statements).
- Timeliness: Specific timeframes for responding to and resolving complaints.
- Actionable Steps: Clear steps to follow (e.g., talk to club member -> file report -> mediation).

## Article 3 Membership

### 3.1 Due Payment Method

MJC acknowledges that certain prospective members may choose to fulfill their annual dues by contributing resources or services of comparable value instead of paying in cash.

### 3.2 Membership Dues

Membership dues are \$25 per year and cover one Jeep for 12 months from the renewal/join date. For instance, a new member joining on May 24 will be paid in full until the following May 24. It is the members' responsibility to renew dues.

#### 3.2.1 Refund of Dues

No portion of the dues will be refunded if a member leaves or if membership is revoked by the BOD. If any issues arise with electronic membership renewals, the BOD may issue refunds. Dues, membership fees, or any other extraneous charges may be subject to change due to increased operating costs or for any other reason deemed necessary by the BOD, and will require a majority vote of the BOD, followed by membership approval.

### 3.3 Payment Cycle

Membership dues will be collected in a 12-month cycle. This cycle will start in March of each year. The member will receive a notification of membership dues due no later than 30 days before the due date. (i.e., if membership dues are due on March 1<sup>st</sup>, then MJC club members must receive notification no later than January 28).

### 3.4 MJC Collection Designee

It will be the responsibility of the Treasurer or designee to ensure all club members are in good standing.

### 3.5 Failure to Pay Yearly Dues

Failure to pay annual membership dues within 30 days of the due date may result in removal from the GroupMe chat and the Facebook Members club page.

## Article 4 Off-Roading - Vehicle Approval and Safety

4.1 Vehicles must be maintained in a safe condition, possess valid license plates where applicable, and comply with all federal, state, and local regulations. Each driver must hold a valid driver's license and acknowledge agreement to the MJC Off-road waiver.

4.2 It is highly recommended that every vehicle participating in the MJC trail ride be equipped with:

- Fire Extinguisher
- First Aid Kit
- Suitable Tow Strap

4.2.1 A roll cage or factory-installed roll protection structure, as well as safety belts for all passengers, is mandatory for every vehicle. No exceptions allowed.

4.2.2 A spare tire, with a diameter within two inches of the vehicle's regular tires, is highly recommended for all vehicles on a trail ride.

4.2.3 Front and rear tow points, as well as a radio (handheld) or equivalent communication device, are highly recommended for all vehicles on a trail ride. Members are responsible for obtaining any necessary licenses for communication equipment.

## Article 5 Board of Directors

### 5.1 Appointment of Officers

5.1.1 The officers of the Club will consist of the president (the "President"), the vice president (the "Vice President"), Treasurer and any other Officers and assistant officers as determined in these Bylaws or the Articles of Incorporation or by the Board.

5.1.2 The Officers will be appointed by the Board at the first meeting of the Directors or as soon after the first meeting of the Directors as possible if Officers have not already been appointed. Any appointee may not hold one or more offices.

5.1.3 Officers will be elected after a nomination period of 30 days.

5.1.4 Elected officers will serve a term of 1 year.

### 5.2 Elections:

5.2.1 All members in good standing are eligible to run for and hold only one office.

5.2.2 Nominations for club offices of president, vice president, treasurer, and secretary shall be open at the February meeting from the floor with a seconding nomination or in writing.

5.2.3 Those nominated may accept in person at the meeting or in writing following the nomination at the meeting. Nominations for all offices will be closed at the end of February. Nominations shall not be reopened unless only one candidate has been nominated for any given office. Nominations for these offices will reopen at the March meeting. An official list of all candidates shall be published on the Facebook page no later than the end of February.

5.2.4 Dues must be current at the March meeting. All people on the election ballot must be current in their dues. Membership verification may be asked for when casting ballots.

5.2.5 Voting at elections shall be done by written ballot at the March meeting.

5.2.6 Each BOD position that has more than one candidate running shall go to Individual position ballot voting. Collecting, counting, and verifying membership status shall be executed by the secretary. All votes are to be recorded in minutes, and the report of the declared winner is to be given to the presiding officer for the result announcement. If the position of secretary is elected by ballot, a current elected Board member must serve as secretary and collect, count, verify membership status, and provide a report of the total votes for the minutes. All ballot votes will be available for any member at large to review directly following the meeting. All vote records will be documented in the minutes. At the next member meeting, after the minutes are approved, all ballots will be destroyed.

5.2.7 The newly elected BOD takes office no later than April 1 of the year they are elected for. They shall serve a one-year term.

5.2.8 Immediate family members can sit on the Board together; however, will only hold ONE VOTE

## 5.2 Term of Office

Each Officer will hold office until a successor is duly appointed and qualified or until the Officer resigns or is removed as provided in these Bylaws. The term of office is one year.

## 5.3 Removal from Office

Any Officer or agent appointed by the Board or by the Incorporators may be removed by the Board at any time with or without cause, provided, however, any contractual rights of that person, if any, will not be

prejudiced by the removal. Note: removal must be approved by a Board vote, and club members must be notified within 10 business days.

#### 5.4 Office Vacancies

The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise. Vacancies should not exceed 30 days.

#### 5.5 General Powers

The business and affairs of the Club will be managed by or under the direction of the Board.

#### 5.6 Number and Tenure

The Board will consist of a minimum of individuals: the President, the Vice President, the Secretary/Treasurer, and the Sergeant-at-Arms. Other Board positions can be added as needed, or members may serve at large. The Board must maintain an **ODD number for voting purposes**. Each member will hold office for a one-year term and may be re-elected for no more than one consecutive term. Any member may resign at any time upon written or electronic notice to the club. Any member may be removed from their post by a simple majority vote of the Board.

#### 5.7 Vacancies and Newly Created Positions

When vacancies or newly created positions resulting from any increase in the authorized number of Directors occur, a majority of the Board then in office will have the power to appoint new Board members to fill the vacancies. Each new Board member chosen will hold office until the next annual meeting of the Board. Any position the Board must fill must be advertised to the Club membership 30 days before the position is filled to meet the nomination time frame requirement.

#### 5.8 Removal

Any Board member may be removed, with or without cause, by a majority of the Board then entitled to vote.

If any Board member is removed by vote, Club members must be notified within 10 business days of the removal.

## 5.9 Tenure on Committee

Each member of the committee will serve at the Board's pleasure.

## 5.10 Resignation and Removal

Any member of a committee may be removed at any time, with or without cause, by a resolution adopted by a majority of the full Board. Any member of the committee may resign at any time by giving written notice to a member of the Board, and, unless otherwise specified in the notice, acceptance of the resignation is not required for it to take effect.

## 5.11 Vacancies on committees

Any vacancy on the committee may be filled with a resolution adopted by a majority of the full Board.

Any position the Board must fill must be advertised to the Club membership 30 days before the position is filled to meet the nomination time frame requirement.

## 5.12 Transition Period

To ensure a smooth transition of Board members and officers, the outgoing officer shall provide assistance to the incoming Board member or officer for a period not to exceed 30 days following the end of their term.

## 5.13 Honorary Board members:

Are non-voting, advisory individuals—often past leaders or notable experts—invited to support the organization without fiduciary liability or legal duties. Their role is largely ceremonial or consultative, with a focus on branding, fundraising, and stewardship.

## 5.14 Board Positions

*President* - Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the President will be:

- To have the general management and supervision, discretion, and control of the business and affairs of the Club. To ensure that an annual financial review is completed of all accounts.

- The President, if present, will preside at all meetings of the Board, and exercise and perform any other authorities and duties as may be from time to time delegated by the Board. If the President position is vacant, at the Board's first meeting following that event, a vote will be held to elect a new President.

*Vice President* - If the President is not available, is incapacitated or refuses to act, any Vice President, with the consent of the majority of the Board, may perform the duties of the President, unless a Vice President was previously appointed by the President to take over the President's duties, and when so acting, the Vice President will be subject to the same powers and limitations of the President. The Vice President will perform any other duties as from time to time may be delegated to the Vice President by the President or by the Board, and may include:

- To help the President oversee the general management and supervision, direction, and control of the business and affairs of the Club.

*Secretary* - Will keep minutes from each Board Meeting, according to Robert's Rules of Order and will sign the minutes along with the President. Minutes will be approved by the Board at the next meeting following the meeting at which the minutes were taken.

*Treasurer* - Will work alongside the President to handle financial aspects of the Club.

- a) All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation must be signed by a designated Officer or Officers, agent or agents of the Corporation, and in a manner as will from time to time be determined by resolution of the Board.
- b) All funds of the Club not otherwise used will be deposited to the credit of the Club in banks, trust companies, or other depositories designated by the Board.
- c) The fiscal year end of the Club is December 31st.

*Sergeant at Arms*

- a) Convention/Sessions/Meetings: In any organization, the Sergeant-at-Arms will ensure that all bylaws and traditions are respected by everyone. During these meetings, this person is

responsible for ensuring that parliamentary procedures are always followed. It would be beneficial to become familiar with the basic concepts of Robert's Rules of Order. Order: Ensures a dignified and orderly meeting, often handling seating, guest introductions, and keeping latecomers quiet.

- b) Provide Support to the Council Chair/Presiding Officer: The Sergeant-at-Arms will always support the presiding officer by making sure he/she has all materials needed before the meeting begins. This means any/all outside materials or additional support needed by the organization will fall upon the Sergeant-at-Arms. This includes, but is not limited to, the distribution and collection of ballots for resolutions to be voted on by the meeting's certified delegates. You will also be tasked with tallying the ballots & providing the official "result of the vote" to the presiding officer. Support: Assists the presiding officer (President/Chair) and helps with club activities like drawings or events.

#### 5.13 Presumption of Assent

A Board member who is present at a meeting of the Board will be presumed to have assented to an action taken on any club matters at the meeting unless:

A Board Member or Club objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting.

The Board Member or Club dissent or abstention from the action taken is entered in the minutes of the meeting; or the Board member delivers written notice of the Board dissent or abstention to the presiding officer of the meeting or to the

Club members within a reasonable time after adjournment of the meeting. Any right to dissent or abstain from the action will not apply to a director who voted in favor of that action.

#### 5.14 Delegation of Authority

The Board reserves the authority to delegate the powers of any Officer to any other Officer or agent, notwithstanding any provision in these Bylaws.

## Article 6 Financial

#### 6.1 Annual Statements

Each Director, principal Officer, and member of a committee with governing Board delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the conflicts of interest policy.
2. Has read and understands the policy.
3. Has agreed to comply with the policy; and
4. Understands MJC is charitable, and to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

#### 6.2 Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews should be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

3. Financial Reviews should be conducted annually by Board members who are not on the Financial Accounts Committee, although the President and Treasurer will be present at the time of the review.
4. The Annual Budget shall be voted on and passed prior to the beginning of the New Fiscal Year.

### 6.3 Use of Outside Experts

During periodic reviews, MJC may be required to use external advisors. If outside experts are engaged, their use shall not relieve the governing Board of its responsibility to ensure that periodic reviews are conducted.

### 6.4 Expenditures

Board members can spend funds in the following manner:

\$25 or less without Board approval

\$25 - \$50 with President and Vice-President approval

Any amount over \$50 requires Board approval

### 6.5 Deposit of Funds

All money received must be deposited into the MJC account within 10 days of receipt. Money not deposited within 10 business days requires Board notification. The following are the only exceptions.

Bank Holiday

Federal Holiday

## Article 7 Meetings

### 7.1 Regular Meetings

Board meetings are to be held monthly, with at least 7 days' public notice. Meeting minutes will be published for public viewing (e.g., on the website, shared via OneDrive / chat). Robert's Rules of Order Revised shall govern parliamentary procedure when there is conflict and the need arises. An agenda will be sent out ahead of each meeting, no less than 3 days, so that MJC club members will have knowledge before the meeting of topics to be discussed (Reference Appendix I)

## 7.2 Special Meetings

Special Meetings of the Board may be called by the President or by a majority of the Board members. The person or persons calling that special meeting of the Board may fix any date, time, or place for holding that special meeting.

## 7.3 Meeting Organization

Meetings of the Board will be presided over by the President, or in the President's absence by the Vice President. The person presiding at the meeting may appoint any person to act as secretary.

## 7.4 Meetings and Notice

The method by which meetings may be called and the notice requirements for these meetings, as set out in these Bylaws, will apply to any committee designated by the Board as appropriate.

## 7.5 Quorum

The requirements for a quorum for the Board, as set out in these Bylaws, apply to any committee designated by the Board as appropriate.

## 7.6 Action Without a Meeting

The requirements and procedures for actions taken without a Board meeting, as set out in these Bylaws, will apply to any committee designated by the Board as appropriate.

## 7.7 Records of Proceedings

The minutes of the Board of Directors and all Committees with Board-delegated powers shall contain:

1. The names of the people who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of Financial Interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the people who were present for discussions and votes relating to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## 7.8 Online Meeting

The Board must ensure that all members can attend meetings. A link to join the meeting online must be sent at least 1 hour before the start of the meeting. Notification of the ability to attend the meeting online will also need to be sent out via Chat (GroupMe)

## 7.9 'Robert's Rules of Order Revised'

### 7.9.1 Key Principles and Rules:

- One Thing at a Time: Only one main motion can be considered at a time.
- Equal Rights: Every member has the right to vote, discuss, and participate.
- Courtesy: Personal remarks or side discussions are prohibited.
- The Chair: An impartial chair manages the meeting, recognizes speakers, and maintains order.

### 7.9.2 The Process of a Motion:

- Motion: A member makes a formal proposal ("I move that..."), which requires a second.
- Debate: The motion is discussed, with the maker of the motion speaking first.
- Vote: The chair puts the question to a vote (usually "Aye" or "No").
- Result: The chair announces if the motion passes or fails.

### 7.9.3 Basic Procedures:

- Addressing the Chair: Members must be recognized by the chair before speaking.
- Limiting Debate: Generally, members can speak only once on a topic until everyone else has had a turn.
- Motions: Types include Main motions, Subsidiary motions (amend, table), and Privileged motions (adjourn).
- Voting: A simple majority (>50%) generally passes a motion, though some require a 2/3 vote.

## Article 8 Voting

### 8.1 Record Keeping

The secretary will keep records of all voting activity and motions as part of the permanent MJC records. All voting activity records will be kept in one or more books provided for this purpose.

### 8.2 All voting will follow Parliamentary Procedure whereby:

- A member must make a motion to establish the requirement for a vote.
- Another member must second the motion for it to become a formal motion.
- Discussion of motion brought to the membership audience present at the meeting.
- Any other members may make subsequent motions.
- A motion under consideration may then be tabled or dismissed.
- Tabled motions will be tabled for one month unless otherwise. Specified.
- Successful motions to dismiss are the equivalent of a failed vote.
- All motions must either pass, fail, or be tabled.
- Motions may be made either through the members' Board, in person, or at the general meetings

8.3 There is no official quorum for a general vote. A majority vote of members present is needed for affirmation.

8.4 Active members are eligible to vote and are defined as having met the requirements for membership and are identified on a membership application as the primary applicant.

8.4.1 Only active members may cast votes for the election of officers, changes to bylaws, and formal motions made at general meetings.

8.5 At a meeting of the BOD, a majority of the total members of the Board shall constitute a quorum, and a majority vote of the directors present at a BOD meeting shall prevail. A BOD vote must include a minimum of 3 BOD members.

8.7 Votes once registered cannot be changed for any reason

8.7.1 All votes will be tallied on the set date by Board members. If the vote is for the election of officers, those counting must not be on the ballot.

8.7.2 A vote shall be considered complete and enforceable when all the votes are counted and approved.

8.7.3 Complete votes shall be listed in the minutes as such and entered into the club record.

8.7.4 The BOD shall have sole discretion to determine which motions shall be placed to the general membership for a vote and which will not.

8.7.5 The BOD shall vote on motions that are not scheduled for decision by the general membership, and their ruling will be considered final.

8.13 When necessary, the BOD shall establish conditions and methods for absentee voting.

## Article 9 Official Events & Trips

9.1 Event Attendance: The President & Vice President should attend 90% of all events hosted by the Club. All other Board members shall attend at least 75% of events, and committee members should attend at least 50%. The exception is when notice has been given with sufficient advance notice prior to the event, or in an emergency or medical reason.

## Article 10 Dissolution

10.1 Step 1: Board approval and planning

- Hold a formal Board meeting where directors vote to dissolve the organization.
- Ensure the vote is documented in the official meeting minutes.
- Draft a formal "plan of dissolution" that outlines how the organization will handle its liabilities and distribute assets.

10.2 Step 2: Settle debts and obligations

- Pay off all outstanding debts and contractual obligations.
- Handle any final payroll and employee benefits.
- Address any donor-restricted funds, which may need to be returned to donors.

10.3 Step 3: Distribute remaining assets

- Transfer all remaining assets to another tax-exempt organization with a similar mission.
- It is unlawful to distribute assets to individuals, including Board members or staff.

#### 10.4 Step 4: File final paperwork

- Notify the state authorities by filing the required dissolution documents, such as a Certificate of Dissolution, with the Secretary of State.
- File a final Form 990 with the IRS to report the dissolution and close the organization's tax-exempt status.

## Article 11 Indemnification

11.1 The club, to the extent legally permissible, shall indemnify each of its officers and former officers, and may indemnify all employees and agents of the club against all liabilities and expenses, including amounts paid in satisfaction of judgment, in compromise, or as fines and penalties and counsel fees, reasonably incurred by any of the aforementioned in connection with defense or disposition of any action, suit, or other proceeding, whether civil or criminal in which he/she may be involved in with which he/she may be threatened, while in office, except with respect to any matters as to which he/she shall have been adjudicated if any proceeding not to have acted in good faith, if the reason that his action was in the best interest of the club provided, however, that as to any matter disposed of by a compromise payment by such officer, employee, or agent, pursuant to a consent decree or otherwise, no indemnification for said payment or for any other expense shall be provided unless such compromise shall be approved as in the best interest of the club by majority vote of the disinterested officers then in office. The right of indemnification provided should not be exclusive of or affect any other rights to which any officer, employee, or agent may be entitled. As used, the terms officers, employee, and agent include their respective heirs, executors, and administrators, and an interested director is one against whom, in that capacity, the proceedings in question or other proceedings on the same or similar grounds are then pending.

## Article 12 Amendments

12.1 The bylaws of this club may be altered, amended, or repealed by a simple majority vote of the members who choose to vote. A 30-day notice will be provided before any vote to amend the bylaws. Online notice will be posted on the Members Only Forum and in the previous month's minutes, and absentee ballots will be accepted from members' known email addresses; members may also vote at the next meeting. All changes to these bylaws shall be noted in article XX, as well as the date of their revision.

## Article 13 Bylaws Revisions

13.1 Revision #1 2/18/26

## Article 14 Committees

### 14.1 Appointment

The Board may designate one or more committees, each committee consisting of one or more Directors of the Board. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any committee meeting.

### 14.2 In the absence or disqualification of a member of a committee.

The members or members present at any meeting and not disqualified from voting, whether that member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member.

### 14.3 The committee or committees

To the extent provided in the resolution of the Board, will have and may exercise all the powers and authority of the Board in the management of the business and affairs of MJC. No committee will have the power or Authority in reference to the following matters:

1. Adopting, amending, or repealing any Bylaw.

### 14.4 Committee Rules of Procedure

A committee will elect a presiding officer from its members and may fix its own rules of procedure, provided they are not inconsistent with these Bylaws. A committee will keep regular minutes of its proceedings and report them to the Board at the Board's first subsequent meeting.

14.5 Committee members may be disqualified.

By code of conduct violation or by having less than 75% participation in committee meetings/events. Reference Article 9

## Article 15 Conflict of Interest

### 15.1 Purpose

The purpose of the conflict-of-interest policy is to protect this tax-exempt company's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or their family members, or a company directly controlled by either of these. This policy is intended to supplement, not replace, any applicable state and federal laws governing conflicts of interest for nonprofit and charitable organizations.

### 15.2 Definitions

Any Director, Principal Officer, or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person (the "Interested Person").

A person has a financial interest (the "Financial Interest") if the person has, directly or indirectly, through business, investment, or family.

1. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement.
2. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or agreement; or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A Financial Interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

### 15.3 Procedures

Duty to Disclose - In connection with any actual or potential conflict of interest, an Interested Person must disclose the existence of a Financial Interest and be given the opportunity to disclose all material facts to the Directors and members of committees with governing Board-delegated powers considering the proposed transaction or arrangement.

### 15.4 Determining Whether a Conflict of Interest Exists

After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

### 15.5 Procedures for Addressing the Conflict of Interest

1. An Interested Person may make a presentation at the governing Board or committee meeting, but after the presentation, the Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The Chair of the governing Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the governing Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Board or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In accordance with the above determination, it shall decide whether to enter the transaction or arrangement.

## 15.6 Violations of the Conflicts of Interest Policy

1. If the governing Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it should inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the members' response and after making further investigation as warranted by the circumstances, the governing Board or committee determines whether the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## Article 16 Social Media

### 16.1. Recommended Facebook Structure

The Mebane Jeep Club will maintain two official Facebook properties:

1. Facebook Page (Public) – Official public presence
2. Facebook Group (Private) – Members-only community space

This dual structure is considered best practice for clubs and nonprofits, balancing visibility with control.

#### 16.1.1 Facebook Page (Public-Facing)

##### Purpose

- Public visibility and outreach
- Announcements and events
- Community engagement
- Sponsor and nonprofit credibility
- New member discovery

#### 16.1.2 Page Visibility

- Page remains MJC acknowledges that certain prospective members may choose to fulfill their annual dues through the contribution of resources or services of comparable value. (Facebook Pages cannot be made private)

#### 16.1.3 Page Settings (Required) Followers and Public Content

- Who can follow the Page: Everyone
- Who can comment on posts: People who follow the Page

- Who can comment on live videos: Followers
- Profanity filter: Enabled
- Block messages containing profanity: Enabled

#### 16.1.4 Audience and Visibility

- Country restrictions: United States only (optional)
- Age restrictions: None (or 18+, if later decided by leadership)

#### 16.1.5 Page Administration

- Minimum of three (3) admins at all times
  - Admin roles must include:
    - Club email account (primary owner/admin)
    - Club President
    - One additional officer (Vice President or Secretary)
- Important Rule: No single individual may retain sole administrative control of the Facebook Page. Admin access must be removed immediately upon officer resignation, removal, or end of term.

### 16.2 Facebook Group (Members-Only)

#### 16.2.1 Purpose

- Member discussions
- Ride planning and trail coordination.
- Internal announcements
- Photos, stories, and community interaction

#### 16.2.2 Group Privacy Settings

- Privacy: Private
- Visibility: Visible (recommended so prospective members can find the club)

#### 16.2.3 Membership Controls

- Membership approval required: Enabled
- Membership questions required: Enabled

#### 16.2.4 Recommended Membership Questions

1. How did you hear about the Mebane Jeep Club?
2. Do you agree to follow the group rules?
3. (Optional) What Jeep do you drive?

#### 16.2.5 Group Rules

- Be respectful. No harassment, bullying, or personal attacks.
- No political or religious arguments.
- Keep discussions Jeep- and community-focused.

- Admin and moderator decisions are final.
- Repeated violations may result in removal from the group.

### 16.3 Linking the Page and Group

#### 16.3.1 The Facebook Page and Facebook Group must be officially linked.

##### Benefits:

- Establish legitimacy.
- Directs public visitors to the members' group.
- Reinforces official leadership control.

This linkage should be managed only by admins associated with the club email account.

### 16.4 Transition & Public Messaging

#### 16.4.1 Page Launch Message (Suggested)

"Welcome to the official Facebook Page of the Mebane Jeep Club. This page serves as our public home for announcements, events, and outreach. Members are encouraged to join our private Facebook Group for ride planning, discussions, and club coordination."

#### 16.4.2 Group Welcome Message (Suggested)

"Welcome to the Mebane Jeep Club members group. This is a private space for club discussions, events, and trail rides. Please review the group rules and help us keep this positive, respectful community."

Messaging should remain neutral and professional. No reference should be made to past administrative disputes.

### 16.5 Digital Asset Governance (Critical)

#### 16.5.1 prevents loss of access or misuse of club assets; the following rules apply:

- All social media accounts are official club property.
- Accounts must be tied to a club-controlled email address.
- A minimum of two admins must always exist.
- Admin access is revoked immediately upon officer transition.
- No former officer may retain administrative access.

## 16.7 Summary

This structure:

- Protects the club from single-admin risk
- Separates public outreach from private member activity
- Provides continuity across leadership changes
- Aligns with nonprofit and club best practices

Adopting this approach ensures the Mebane Jeep Club maintains control of its digital presence regardless of individual leadership changes.

## 16.8 GroupMe

16.8.1 GroupMe is a cross-platform chat application, available on iOS, Android, Mac iOS and Windows applications.

16.8.2 GroupMe is the official club chat application. All event notifications and meeting notifications will be sent out via this application.

16.8.3 GroupMe Terms & Privacy statement can be found at <https://www.microsoft.com/en-US/servicesagreement>.

16.8.4 Only MJC club members will have access to the GroupMe chat.

## 16.9 Instagram (when established)

# Article 17 Google Workspace

MJC has been approved for Google Workspace, which includes Google Drive, Docs, Gmail, Google Chat, Google Meet, etc.

## 17 Google e-mail address

17.1 E-mail addresses will be provided to Board members upon their election to office. Once they have completed their elected term, the mailbox password will be changed and issued to the incoming holder for that office.

Example – [President@mebanejeepclub.com](mailto:President@mebanejeepclub.com) will be used for the MJC President. To ensure continuity of information, once a President's term has been completed, the Password will be changed and provided to the incoming office holder. E-mail accounts to be created for Board members are as follows:

[President@MebaneJeepclub.com](mailto:President@MebaneJeepclub.com)  
[VicePresident@Mebanejeepclub.com](mailto:VicePresident@Mebanejeepclub.com)  
[Treasurer@mebanejeepclub.com](mailto:Treasurer@mebanejeepclub.com)

[Secretary@mebanejeepclub.com](mailto:Secretary@mebanejeepclub.com)  
[Sergeantatarms@mebanejeepclub.com](mailto:Sergeantatarms@mebanejeepclub.com)  
[Boardmembers@mebanejeepclub.com](mailto:Boardmembers@mebanejeepclub.com)

These e-mail accounts are provided by MJC for the utilization of Board members to conduct MJC business and shall not be utilized for personal correspondence/communications of any nature.

## 17.2 Google Storage

100 Terabytes of shared storage is available and will be utilized as a repository for MJC business-critical documentation (i.e., Bylaws, Meeting Minutes, Event Photos). Any other utilization of this space and its management must be documented and approved by the Board.

## Article 18 Sponsorship

18.1 The Board of Directors is authorized to adopt and enforce policies for sponsorships, fundraising, and advertising that align with the mission of the club.

18.2 Sponsorship payment is defined as: Any payment made by a person engaged in a trade or business for which the person will receive no substantial benefit other than the use or acknowledgment of the business name, logo, or product lines in connection with the organization's activities. "Use or acknowledgment" doesn't include advertising the sponsor's products or services.

### 18.2 The Core Compliance Framework:

18.2.1 Mandatory Disclosure: The Board members must disclose their financial interest in the business to the full Board.

18.2.2 Recusal from Voting: The interested Board member must abstain from any discussion or vote regarding the sponsorship agreement.

18.2.3 Approval by Disinterested Board: The decision to accept sponsorship should be made by the remaining, uninterested Board members.

18.2.4 Fair Market Value (FMV): The terms of the sponsorship (e.g., promotional benefits, costs) must be at fair market value. If the business receives benefits (such as excessive advertising or free services) that exceed the value of its sponsorship, it may constitute a "private inurement" or an "excess benefit transaction," which can trigger IRS penalties.

18.2.5 Documentation: All such transactions must be documented in the meeting minutes to maintain transparency for auditing purposes.

### 18.3 Legal and Tax Implications

18.3.1 IRS Form 990: Part VI of IRS Form 990 specifically asks about relationships between Board members and vendors, including business transactions. Failure to disclose may result in an investigation.

18.3.2 Conflict of Interest Policy: The organization must have an up-to-date conflict of interest policy that requires annual signatures from all Board members.

18.3.3 Unrelated Business Income Tax (UBIT): If the "sponsorship" is actually disguised advertising—meaning it includes high-value, qualitative marketing rather than simple recognition (name/logo)—it could be taxable as unrelated business income.

### 18.4 Fiduciary Duties

18.3.1 Board members owe fiduciary duties of care and loyalty:

- Duty of Loyalty: Board members must act in the best interests of the nonprofit, not their own personal or business interests.
- Duty of Care: The Board must ensure the sponsorship is beneficial to nonprofit and that the business is not overcharging or using the nonprofit to gain unfair advantage.

### 18.5 MJC Sponsorship Levels

#### 18.5.1 Bronze

- \$50 a year
- Social Media Mentions
- 1 Jeep & Eat or Reel from / at the location

#### 18.5.2 Silver

- \$100 a year
- Social Media Mentions
- 2 Jeep & Eat or Reels from your location

#### 18.5.3 Gold

- \$250 a year
- MJC Swag Bag
- Business Social Media Mentions
- 4 Jeep & Eat or Reels / Events from your location

#### 18.5.4 Platinum

- EXCLUSIVE Representation on all marketing, including all levels, plus one major event at your location

#### 18.6 Appendix 2 for sample Sponsorship Form

## Article 19 Events / Fundraising

19.1 Event Planning. The Board of Directors shall approve all official club events, including trail rides, meet-ups, and charity fundraisers.

19.2 Fundraising Activities. All fundraising activities (e.g., raffles, merchandise sales) must be approved by the Board. Proceeds must be documented by the Treasurer and deposited into the club account within 10 business days.

19.3 Liability. All attendees must sign a waiver of liability for any club-sanctioned event.

#### 19.4 Financial Management

19.4.1 Reporting. The Treasurer shall include a report on fundraising revenue and expenses during the monthly meeting.

19.4.2 Allocation. Funds raised for specific charities must be distributed to the beneficiary within 30 days of the event, unless otherwise approved by the Board.

19.4.2.1 The fund disbursement percentage must be agreed upon in writing with the charity for which the funds are raised and approved by MJC's Board. At a minimum, all expenses MJC incurs to sponsor/produce an event must be covered before any funds can be allocated to a charity. At most 75% of funds raised at an event may be distributed to a charity.

## Article 20 Having Fun

20.1 Jeep and do Good

# Appendix 1

Agenda Outline:

Mebane Jeep Club

## AGENDA

<Meeting Date>

<Meeting Time>

<Location of Meeting>

Call to Order

Approval of the Agenda

Approval of the minutes

Report

    President

    Vice President

    Treasure

Old Business

New Business

Comments and Announcements

Adjournment

<Next Meeting Date>

# Appendix 2

## Mebane Jeep Club 2026 Sponsorship Levels

What's in it for you? We're glad you asked! MJC is a thriving, community-driven nonprofit Jeep club. We host multiple social outings each year and proudly promote and partner with locally owned businesses like yours.

In 2024 and 2025, we raised funds for Paws4Ever, Hurricane Helene relief, DEGA Mobile Vet Clinic, and also volunteered at the animal shelter and Toys for Tots —just a few ways we put our motto, "Jeep and Do Good," into action.

This year, our plans are even bigger — and we'd love for you to be part of it by becoming an official MJC Sponsor. Your sponsorship is tax-deductible and designed to bring value to your business. We'll coordinate events around your schedule, tailor activities to highlight your brand, and keep your business front and center with our members and community.

Regular meetings draw 15–20 engaged members, while our special events attract about 50 participants — all passionate locals who love to support the businesses that support us.

Join us as we Jeep and Do Good — together we can make a real impact, one trail (and one local business) at a time!

### Thank you for your support

 **Jeep and Do Good – Mebane Jeep Club**  
[jeepanddogood.net](http://jeepanddogood.net)



#### \$50/year

- Social Media Mentions
- 1 Jeep & Eat or Reel from your location



#### \$100/year

- Social Media Mentions
- 2 Jeep & Eats or Reels/ Events from your location



#### \$250 a year

- MJC Swag Bag
- Business Social Media Mentions
- 4 Jeep & Eats or Reels/ Events from your location



#### \$500 a year

- EXCLUSIVE Representation on all marketing, including all levels, plus one major event at your location

Business Name: \_\_\_\_\_

Contact Name & Number \_\_\_\_\_

Contact Email: \_\_\_\_\_

Level of Support \_\_\_\_\_

MJC Member \_\_\_\_\_

Social Media/Website \_\_\_\_\_

# Appendix 3



<h2>MJC Club Charity Fundraising Agreement</h2>
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The purpose of this Agreement is to outline the terms under which funds raised during the event will be distributed to the Charity.

**This Agreement is made on [Date], between:**

Jeep Club Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

AND

Charity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_  
Tax ID / EIN (if applicable): \_\_\_\_\_

**Event Information**

Event Name: \_\_\_\_\_  
Event Date(s): \_\_\_\_\_  
Event Location: \_\_\_\_\_  
Description of  
Event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Fundraising Activities**

Funds may be raised through (check all that apply):

- Event registration fees
- Merchandise sales
- Raffles or auctions
- Sponsorships
- Donations
- Other: \_\_\_\_\_

**Percentage of Funds to Charity**

The Jeep Club agrees to donate:

\_\_\_\_\_ % (percentage) of the net proceeds (after approved event expenses)

OR

\_\_\_\_\_ % (percentage) of the gross proceeds (before expenses)

(Select one and strike the other.)

Estimated event expenses (if applicable):

**Payment Terms**

- Total funds raised will be calculated within \_\_\_\_\_ days after the event.
- Payment to the Charity will be made within \_\_\_\_\_ days after final calculation.
- Payment method:  Check  Electronic Transfer  Other: \_\_\_\_\_
- Payment made payable to: \_\_\_\_\_

**Reporting**

The Jeep Club will provide the Charity with a summary report including:

- Total funds collected
- Itemized expenses (if net proceeds are used)
- Final donation amount

**Use of Names and Promotion**

Both parties grant permission to use each other’s name and logo solely for promoting the event and related fundraising activities, unless otherwise specified below:

Restrictions (if any): \_\_\_\_\_  
\_\_\_\_\_

**Liability**

Each party is responsible for its own activities, volunteers, and insurance coverage related to the event unless otherwise agreed in writing.

**Cancellation**

If the event is canceled:

- Funds already collected will be handled as follows: \_\_\_\_\_  
\_\_\_\_\_
- Both parties will make reasonable efforts to notify participants and sponsors.

**Entire Agreement**

This document constitutes the full agreement between the parties and may be modified only in writing and signed by both parties.

**Signatures**

**Jeep Club Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Charity Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_