

COTTONLAND CRUISER ASSOCIATION

BY-LAWS

Revised: November 2010

I. NAME

- A. The name shall be CottonLand Cruiser Association, and also known as CLC.

II. PURPOSE AND AIMS

- A. CLC shall be non-profit in character.
- B. Bring together and promote the interest of four wheeling in Toyota 4X4's.
- C. Protect as well as enjoy our country 's natural resources.
- D. Preserve the Land Cruiser legend.
- E. CLC fosters an environment of exploration and learning about your Toyota 4x4 vehicle and its capabilities through events ranging from off road adventures, mechanical maintenance days and the knowledge, expertise and experience gained from other members within the club.

III. MEMBERSHIP

A. REQUIREMENT:

- 1. Membership is open to owners of four-wheel drive vehicles manufactured by Toyota Motor Corporation and to Associates (businesses).

B. MEMBER DUES:

- 1. To retain an "active member" status, a person must maintain current paid-up membership through one of the following membership options:
 - a. Individual Membership dues per year in the amount determined by the BOD at the last BOD meeting of each preceding calendar year.
 - b. Additional individual Membership within same household (ie: significant other, son, daughter, etc. with their own vehicle) in the amount determined by the BOD at the last BOD meeting of each preceding calendar year.
 - c. Associate Member-sponsor or business- CLC Associate membership- in the amount determined by the BOD at the last BOD meeting of each preceding calendar year.
 - d. Dues must be paid in full within 30 days of the due date of January 1st. Members not paying dues by the end of 60 days will be dropped from the

mailing list. Members not paying dues by the end of 90 days will be dropped from the club roster and can only be reinstated by paying all delinquent dues.

- e. Dues for new members are payable at any club meeting or run. Upon payment of dues, new members will be added the Club mailing list and Club roster. All dues are not prorated in any way.

C. CONDUCT:

1. All members must conduct themselves in a reasonable, respectable and orderly action at all CLC activities
2. CLC members shall be responsible for their guests, children and pets
3. All members must abide by all Local, State and Federal laws
4. Upon sale of a vehicle, the member must remove all club decals and emblems, TLCA decals and other Association decals and emblems from their vehicle unless selling vehicle to another club member. Any member leaving this club under unfavorable conditions shall return all evidence of club membership.

D. TERMINATION OF MEMBERSHIP:

The membership of any member of any classification shall terminate upon occurrence of any of the following events:

1. The resignation of the member.
2. Failure of a member to pay dues, fees, or assessments within sixty days of expiration date.
3. The expulsion of the Member based upon the good faith determination by the Board of Directors that the member has failed in a material and serious degree to observe the association's rules and conduct or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the association.

E. SUSPENSION OF MEMBERSHIP:

A member may be suspended based on the good faith determination by the Board of Directors that the member has failed in a material and serious degree to observe the association's rules of conduct or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the association. A person whose membership is suspended shall not be a member during the period of suspension.

F. PROCEDURE FOR EXPULSION:

If grounds appear to exist for the expulsion or suspension of a member under ARTICLE III – MEMBERSHIP, subsections 4.C and 5, the procedure set forth below shall be followed:

1. The member shall be given fifteen days' prior notice of the proposed expulsion or suspension. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent by registered mail to the member's last address as shown on the records.
2. The member shall be given an opportunity to be heard, either orally or in writing at least five days prior to the effective date of the proposed expulsion or suspension. The hearing shall be held, or the written statement considered, by the Board of Directors or by a committee authorized by the Board of Directors to determine whether the expulsion or suspension should take place.
3. The Board of Directors shall decide whether or not the member shall be expelled, suspended, or sanctioned in some other way. The decision of the Board of Directors shall be final.
4. Any action challenging an expulsion, suspension, or termination of membership, including a claim alleging defective notice, must be commenced within one year after the date of expulsion, suspension, or termination.

IV. BOARD OF DIRECTORS

A. BOARD OF DIRECTORS (BOD) CONDUCT AND POWER:

1. The Board of Directors shall have the power to manage all affairs of the club on any and all questions relating in any manner whatsoever to the club, and to make all contracts necessary for the proper transaction of all business. They shall have the entire jurisdiction over all matters pertaining to the care, conduct, control, supervision, and management of the club and its finances and all appropriations shall be made by them, provided, however, that the regular membership shall have final control and direction over the affairs of the club and may by motion, veto the decisions and actions of the Board.
2. Any officer or member of the Board of Directors who shall absent him/herself from three consecutive meetings (or of Board Meetings) unless he/she shall offer at the next meeting an excuse of his/her absence which is satisfactory to

the BOD, shall be deemed to have resigned as a member of said Board, and cease to be a member of the BOD.

3. The Board of Directors shall have the following specific powers:
 - a. To appoint Representatives to the different Associations of which this club may be a member of for the purpose of conferring with any Association or club with respect to any matter in which this club may be concerned.
 - b. To initiate club vote to suspend or expel a member for any conduct in violation of rules or behavior improper or pre-judicial to the interest of the club.
 - c. To fix and enforce penalties for the violation of club rules.
 - d. To call special meetings of the club to consider special projects.
 - e. To prescribe additional duties for any officers, in addition to those herein set forth.

B. BOARD OF DIRECTORS (BOD) WILL CONSIST OF THE FOLLOWING:

1. PRESIDENT and TLCA Delegate
2. ADMINISTRATIVE VICE PRESIDENT
3. SECRETARY
4. TREASURER
5. EVENTS COORDINATOR

C. No officer or office shall be added or deleted from CLC without a majority vote of the BOARD OF DIRECTORS (BOD).

D. The PRESIDENT or his designee shall:

1. Preside over all meetings
2. Have the duty of carrying out the policies and decisions of the BOD
3. Be present at all CLC events whenever possible
4. Have the authority to delegate his signature authority to any other elected board member when deemed necessary and have co-sign authority on all checks.
5. Be the TLCA Delegate, the CLC liaison with the TLCA, representing CLC interests and Inform CLC membership of current TLCA affairs.

E. The ADMINISTRATIVE VP shall:

1. Work in conjunction with the Treasurer in creating a budget for the BOD

2. Handle any and all CLC investments and the daily business of the CLC
3. Preside over all meetings when the President is not present

F. The SECRETARY shall:

1. Keep all CLC records
2. Take minutes of all meetings and write all correspondence
3. Assume the responsibility of ledger roll call and determine the number of voting delegates present, so it may be known if a quorum is in attendance
4. Process all membership applications
5. Maintain a current roster mailing list
6. Designate, with Board of Directors approval, an assistant if necessary

G. The TREASURER shall:

1. Keep accurate and complete records of all funds and accounts of the CLC
2. Collect dues and all other moneys and maintain a record there of
3. Have co-sign authority on all checks
4. Have the records open for inspection by any chapter member

H. The EVENTS COORDINATOR shall:

1. Setup or assist in the setup of a CLC sponsored event
2. Interface with TLCA to acquire insurance
3. Designate a Safety Officer for each event.
 - a. The safety officer shall:
 - i. Safety inspect all vehicles involved in any CLC event
 - ii. Ban any vehicle for any CLC event deemed unsafe
 - iii. Maintain all vehicle safety inspection forms for each event.

V. MEETINGS

- A. The Board of Directors shall have the right to call a special meeting at any time. There shall be a minimum of three (3) days' prior notice given.

VI. ELECTIONS AND VOTING

- A. Individual memberships shall have one vote.
- B. Additional individual memberships shall have one vote.
- C. Associate members shall NOT have a vote.
- D. Elections will be held at the last yearly meeting. Voting will be done in person, surface mail, or by e-mail prior to the last meeting. Three (3) members not named on ballot will count the votes.
- E. A majority of meeting attendees will rule for all voting matters unless specified otherwise.
- F. The new officers will take office at the first BOD meeting of the calendar year.
- G. Only current active members will be nominated. Only current active members will be eligible to vote.
- H. In the event of a vacancy in the office of Vice President, Secretary, or Treasurer an election by the Board of Directors shall be called to elect a successor. In the event of a vacancy in the office of the President, the Administrative Vice-President shall be the successor.
- I. Any officer of the CLC may be recalled by a three- fourths (3/4) majority vote of the BOD. A quorum must be present.
- J. For the purpose of conducting CLC business, a quorum will consist of a majority of the filled BOD positions.
- K. All potential candidates to fill an available office within the club must first be nominated by a voting club member. An office nomination must be a member who regularly attends and votes at Formal or Club run meetings. Non-participating members are not allowed nomination to a Board of Directors Office.
- L. The offices of President, Vice President, and Treasurer are limited to two (2) consecutive terms of two (2) years.

VII. EVENTS

- A. Chapter events shall be subject to prior approval by the BOD.
- B. Safety Officer or his designee has the authority to BAN any vehicle or person deemed UNSAFE to participate in any run or event.
- C. All members are responsible to the direction of the Events Coordinator and his/her appointed assistant for the duration of the event.
- D. All runs/events shall be conducted in an orderly manner with SAFETY as the prime factor. All events will be subject to the liability release shown in Exhibit A:
- E. No member or guest under the age of eighteen (18) years will be permitted to drive in an event, unless accompanied by, or written permission of, parent or guardian.

VIII.SAFETY

- A. All vehicles will be inspected before any CLC events by the SAFETY OFFICER or designee.
- B. The SAFETY OFFICER has the authority to BAN any vehicle deemed UNSAFE or not complying with the minimum safety requirements, from participating in CLC sponsored events.
- C. Members have the right to appeal the decision of the SAFETY OFFICER to the Board of Directors. the Board of Directors have the final decision.
- D. The minimum safety equipment recommended for a CLC sponsored event is shown in Exhibit B:

IX. PARLIAMENTARY AUTHORITY

- A. The rules contained in the modern Edition of Robert's Rules of Order shall govern the association in all cases where they are consistent with these bylaws. Any special rules of order the CLC may adopt will take precedent over any rules of order.

X. AMMENDMENTS

- A. Proposed amendments to the by-laws:
 - 1. May be presented in writing and forwarded to all BOD members in advance of the BOD meeting that the action is to be taken.
 - 2. May be voiced by a motion at the BOD meeting, requires a second and discussion

3. Require a three-fourths (3/4) in favor vote by BOD to pass when a quorum is present
 4. Approved amendments take effect immediately
- B. For any and all issues arising, which are not distinctly addressed in these By-laws, the TLCA guidelines may be used for reference in decision-making. The TLCA guidelines are just that; guidelines and may be amended or disallowed by Club members.

COTTONLANDCRUISER ASSOCIATION BY-LAWS
EXHIBIT A

EXAMPLE

GENERAL RELEASE AND WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT FORM

The undersigned understands and accepts the following General Provisions:

CLC is a non-profit organization, which exists in part to Promote interest in, preservation of and use of Toyota Land Cruiser four-wheel drive vehicles.

Use Land Cruisers to enjoy as well as protect the country's natural resources.

Operation of or involvement with motor vehicles and/or other equipment associated with motor vehicle repair, use or preservation may result in certain hazards which may result in personal loss, liability damage, cost, personal injury or death which at all times shall be the accepted responsibility of the undersigned and at no time shall said personal loss, liability damage, cost, personal injury or death be construed to be the responsibility of the COTTONLAND CRUISER ASSOCIATION and/or any of its directors, officers, sponsors, promoters, employees or affiliates.

Operation of a motor vehicle is regulated by various Federal, State and Local rules, regulations and laws. At all times the undersigned shall be responsible for:

Understanding and complying with said laws.

Any loss, liability damage or cost incurred as a result of non-compliance with said rules, regulations and laws.

The undersigned is responsible for the development of a clear and personal understanding of the nature and risks associated with all CottonLand Cruiser Association meetings, activities and events prior to participating in same.

The undersigned is responsible for:

Assessing his/her personal fitness for involvement in any meeting, activity or events, as well as that of his/her invited passengers, family members or guests.

Refraining from any activity that may exceed the health, skills or abilities of the undersigned or those of any passenger, family member or guest.

The owner and/or operator of any vehicle participating in or in route to or from any CottonLand Cruiser Association meeting, activity or event shall be responsible for

The operation of said vehicle; any loss, liability damage cost, personal injury or death incurred as a result of the operation of said vehicle.

Indemnifying and holding harmless for any loss, liability damage, cost, personal injury or death, The CottonLand Cruiser Association or any of its directors, officers, sponsors, promoters, employees or affiliates.

The purchase and maintenance of prudent, necessary and/or required insurance including but not limited to: motor vehicle liability; health; life; and liability damage.

Regardless of any form of help, assistance, advice, support or inspection which may or may not be provided by The CottonLand Cruiser Association or any of its members, directors, officers, sponsors, promoters, employees or affiliates, the undersigned is responsible for his/her vehicle's:

Proper mechanical and structural maintenance;
On or off-road worthiness;
Safety and safety equipment;
Safe operation.

The undersigned shall at all times be responsible for:

His/her personal activities, actions, conduct and behavior;
Any loss, liability damage, cost, personal injury, death or consequences related to said activities, actions, conduct and behavior.

The personal activities, actions, conduct and behavior of any of his/her invited passengers, family members or guests
Any loss, liability damage, cost, personal injury, death or consequences related to said activities, actions, conduct or behavior of said passengers, family members or guests.

The undersigned shall be responsible for:

Exercising good judgment regarding the repair, maintenance, modification and operation of his/her vehicle.
Decisions regarding the acceptance, application or rejection of any solicited or unsolicited advice, support, assistance or help provided by The CottonLand Cruiser Association or any of its members, directors, officers, sponsors, promoters, employees or affiliates. At

no time shall The CottonLand Cruiser Association or any of its members, directors, officers, sponsors or affiliates be construed to be responsible for any loss, liability damage, cost, personal injury or death which may arise as a result of the undersigned's acceptance, application or rejection of any advice, support, assistance or help.

The undersigned is responsible for obtaining the appropriate properly completed and signed General Release and Waiver of Liability and Indemnity Agreement from any person, passenger, family member or guest whom the undersigned may invite to participate in any COTTONLAND CRUISER ASSOCIATION event.

The undersigned is responsible for communicating the General Provisions listed above to any person, passenger, family member or guest whom the undersigned may invite to participate in any COTTONLAND CRUSIER ASSOCIATION event.

Applicant/Member Printed Name and Address:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

The undersigned has read, understands and agrees to accept the General Provisions outlined in this General Waiver of Liability and Indemnity Agreement.

In addition, in consideration for being permitted to Cruisers, the undersigned for himself, his personal representatives, heirs, and next of kin, hereby releases The COTTONLAND CRUSIER ASSOCIATION, its officers, directors, promoters, sponsors and employees of all liability to the undersigned, his personal representatives, heirs, and next of kin for any loss, liability damage, cost, personal injury or death which may result from the undersigned's participation in any meeting, event or activity of The CottonLand Cruiser Association

Signed: _____ Date: _____

COTTONLANDCRUISER ASSOCIATION BY-LAWS
EXHIBIT B

EXAMPLE

SAFETY CHECK FORM

SAFETY CHECK

MUST READ

The following is a Safety and Equipment checklist. Check your rig against this list. It is to your benefit to have a fully functional and properly equipped vehicle. Inspections will be performed at all CLC and TLCA sponsored or sanctioned events. Failure to comply with the required standards at the time of the inspection will disqualify you from the run.

If you have a problem driving to the run that causes a required safety item to fail inspection, you will have a chance to make repairs and be re-inspected. All determinations of safety violations are the sole judgment of the Safety Officer and will be backed up by the run committee and the CLC or TLCA Board of Directors.

Date:	Location:
Driver:	
Vehicle model:	
License:	

REQUIRED EQUIPMENT	CHECK
Roll Bar - Any open vehicle must have a roll bar firmly attached to vehicle. HT ☐ BAR ☐	
First Aid Kit	
Fire Extinguisher - Must show full charge on gauge and/or have seal intact	
Seat Belts - One useable set for driver and each passenger, and will be used	
Service Brakes - Must be able to stall engine when idling in 1st gear (2nd gear in 4- speeds)	
Parking Brake - Must be able to stall engine when idling in 2nd gear (3rd gear in 4- speeds)	
Tires - All tires including spare must have at least 2/32" of tread. Spare must be fully inflated	
Tow Rope ☐ , cable ☐ , or strap ☐ (Winch ☐)	

Hoses & lines - Water, gas, brake lines. Please do not come to the run with a rig that has excessive leaks. Although it will not disqualify you from the run, it has a very damaging	
Exhaust System - Must be intact. No open exhaust, excessive noise or excessive smoke	
Steering - Check play in wheel, condition of column and mounting hardware, knuckle arms	
Lights - Brake & Headlights (Must be working at start of run)	
Jack - high-lift type recommended.	
Current Vehicle Registration	
Current Liability Insurance Coverage	

Inspector Initials: _____

OPTIONAL EQUIPMENT	CHECK
Running Lights	
Turn Signals	
Winch & Tow Equipment - Needed for the "Hard Core" runs	
Horn	
Windshield - No dangerous cracks	

Inspector Initials _____

"Nice Things To Take" Equipment

Tools & Tool Box	Tire Pressure Gauge	Tire Patch Kit	Battery Cables (Jumpers)
Radiator Water	Tire Pump	Fan Belt(s)	Cables (misc. Wire Type)
Hand Cleaning Rags	Hand Cleaner	Extra Key	CB Radio
Flashlight & Batteries	Litter Bags (Pack out your trash)	Shovel	Axe