



# Cleveland Touring Club LLC By-Laws

(ADOPTED by Membership Quorum Vote – Annual Meeting of 27 Jan 2014)

## ARTICLE I — NAME

In this by-law and in all other by-laws of The Cleveland Touring Club LLC, hereafter passed, unless the context otherwise specifies or requires:

- a. "Corporation" means the Cleveland Touring Club LLC, doing business as the Cleveland Touring Club or the CTC, hereinafter referred to as the "Club."
- b. "Council" means the Leadership Council of the Corporation,
- c. "Council Member" means an elected or appointed member of the Leadership Council,
- d. "Officer" means a member of the Corporation given certain duties and may, but need not be a member of the Council (Treasurer, Secretary, Event Director, Membership Director, Web Director),
- e. "Member" means a person who has been granted membership to participate in the year-round activities of the Corporation,
- f. The singular shall include the plural and the plural the singular,
- g. The masculine shall include the feminine and the feminine shall include the masculine.

## ARTICLE II —FORMATION AND MISSION STATEMENT

The Members hereby form Cleveland Touring Club LLC as a limited liability company pursuant to the Act in accordance with the Articles of Organization filed with the Ohio Secretary of State.

These By-Laws, including any provisions of the Code incorporated herein by reference, shall be the sole agreement of the Members with respect to the operation of the Corporation, and shall become effective upon the filing of the Articles of Organization with the Secretary.

The name of the Corporation shall be Cleveland Touring Club LLC, and the business of the Corporation shall be conducted under that name.

The goal of the Cleveland Touring Club shall be to promote the general interest of cycling in all its phases;

- a. Promote safe use of the bicycle for all ages and skill levels.
- b. Support recreational cycling for the physical and social benefits of its members.
- c. Provide education of essential cycling skills with a focus on safety to the membership including maintenance and on-the-road repairs.
- d. Support advocacy groups as they promote cycling education to the motorist, the cyclist, and the general public.
- e. Support other bicycling focused organizations where possible and as resources are available.

The existence of the Corporation shall commence on the date its Articles of Organization are filed with the Secretary, and the Corporation shall continue in existence until terminated as provided in Article X of this Agreement.

## ARTICLE III — MEMBERSHIP AND DUES

The Club shall maintain a non-discriminatory admissions policy with membership available to all without regard to race, color, national origin, religion, sex, age, sexual orientation or disability. Membership is open to anyone subscribing to the mission of the Club, who pays dues, agrees to abide by the rules set forth in the By-Laws and signs the Club Membership Application.

- a. **Individual membership** shall be an individual age 18 and above or youth ages 11-17, with approval of legal guardian
- b. **Family memberships**, shall apply to all persons living in a residential dwelling, shall have no age limits, but at least one parent or adult sponsor shall accompany cyclists under the age of 11 on all rides and tours.

The name, present mailing address, email address of each Member are set forth on Exhibit A.

The benefits of membership shall apply to all adult members age 18 and over, including residential dwelling family members, and include access to the secure Club website; the right to vote on all issues subject to membership approval as provided for herein; and to participate in all Club programs and activities. Members shall pay dues in an amount determined by the membership at the Annual Meeting. Yearly membership dues shall be presented by the Council at the Annual Meeting. Any proposed changes shall be voted on by a quorum of membership in attendance, and approved through a simple majority vote. Dues shall be payable annually by April 1.

Membership dues will be suspended for Council Members and Club Officers for the duration of their term, but they will be considered part of the General Membership with all the rights and privileges as long as they subscribe to the mission of the Club, agree to abide by the rules set forth in the By-Laws and signs the Club Membership Application.

No Member shall sell or otherwise transfer all or any part of such Member's Membership Interest.

Membership shall be suspended for failure to renew if annual dues have not been received within 30 days of the membership anniversary date, but promptly reinstated retroactively to the membership anniversary date upon payment of any delinquency.

Membership may be terminated at any time for good cause as determined by a 2/3 vote of censure by the Council. Written notice of termination of membership shall be forwarded by the Secretary to the former member by E-mail or certified mail within 10 days of the action of the Council. Within 10 days of receipt of such notice any member whose membership has been terminated shall advise the Secretary, or other authorized council member/officer by return E-mail or certified mail of his/her protest of the termination and the Secretary, or authorized council member/officer shall place on the agenda of the next Council meeting to be held at least 30 days from the filing of the protest, the issue of restoration of membership. Membership shall be restored upon majority vote of the Council at the meeting, provided a quorum is present.

The period of all memberships shall be one year from the Individual's / Family's anniversary date. On resignation or expulsion, a member shall have no claim on the refund of any part of dues for the current year or past years.

Except as otherwise provided for in this Agreement or as required by the Act, wherever the consent of the Members is required to approve or take any action, that consent shall be given in writing or at a meeting called for that purpose and shall require all Members who hold a five percent (5%) or more of the Percentages then held by all Members.

## ARTICLE IV — MEETINGS

**Annual Meeting:** The annual meeting of the membership shall be held in January for the purpose of installation of the Leadership Council, reports of committees and retiring Officers and such business as shall be necessary. Notice of the Annual Meeting shall be published on the website at least fifteen (15) days prior to the meeting.

**Council Meetings:** There shall be a meeting of the Council members each month as needed, as determined by the Council, in order to conduct Club activities. Council meetings may be held on other occasions when deemed necessary. Council meetings can be conducted either in person or through a telephone conference with the same requirements for a quorum and voting rules. Any member may attend these meetings but only the Council Members may vote. Upon direction of the presiding individual, any person not an Officer or Director may be excluded from the deliberations when deemed necessary.

**Notice of Meetings:** Notice of meetings will be given in the Club website, a calendar of events or at a membership meeting.

**Rules:** Robert's Rules of Order, Newly Revised may be followed but are not mandatory and departures from such Rules shall not invalidate any actions.

**Quorum:** Council Meetings, four (4) when the Council consists of five (5) or six (6) members and five (5) when the Council consists of seven (7) Council Members shall constitute a quorum. A quorum for all general meetings shall be 5% of the total membership as recorded by the secretary

### **Voting:**

- a. Those members of the Club qualified to vote at membership meetings and elections shall be Individual Members, and adults who are a part of a Family Membership. Individuals registered under Family Memberships are permitted one vote per family member 18 years of age and older. All voting actions at a membership meeting (except elections of Council Members) shall be by a show of hands and by a majority of those present and voting, a quorum being present. Only qualified members, as specified under "Membership," may vote. A list of members in good standing shall be maintained by the Membership Director. Such list, as recorded ten (10) days prior to any general membership meeting, shall be the list of eligible voters for that meeting. Election of Council Members shall be by ballot only, with the results being decided by a simple majority of all votes returned, as specified.
- b. Electronic voting (e-mail voting) can be used by the Council to handle decisions that cannot wait for the next scheduled Council meeting. Electronic voting can be initiated by any Council member with a full explanation of the issue sent to all Council members in an e-mail. Council Members have seven (7) calendar days to respond with either a Yes or No vote, or a "Needs more discussion" response. After four (4) days, a follow-up e-mail will be sent to the Council Members. After the voting deadline, a "No Response" will be counted as a "Yes" vote and 2/3's of the acting Council is required to vote "Yes" for the issue to pass. If any "Needs more discussion" responses are received, the issue will be placed on hold and addressed at the next Council meeting.

**Special Meetings:** Special Meetings of the Members may be called by a majority of the Council. The object of the special meeting shall be stated in the notice and no other business transacted.

**Written Action in Lieu of Meeting:** In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding a majority of the Percentages then held by Members.

# ARTICLE V — COUNCIL MEMBERS & OFFICERS

The Club Council will consist of a minimum of five (5) and a maximum of seven (7) members, each with equal responsibilities and voting power. The Council may also authorize the following Officers; Secretary, Treasurer, Membership Director, Event Director and Web Director. New Officers may be created by the Council at its discretion and appropriate notice may be published on the website. The Council members must be Club members in good standing and elected by a majority of members at the Annual Meeting. The Officers must be Club members in good standing and are appointed by the Council and do not have voting power on Council decisions (unless also a Council member). The term of all Council Members shall be for two (2) years beginning on the day following the Annual Meeting at which they are elected and ending upon adjournment of the next Annual Meeting at which successors are elected. There is no limit to the number of consecutive terms a Council member may hold if reelected. An Officers term is unlimited and at the discretions of the Council or until the individual resigns the position.

Any Council Member may be removed by 2/3 vote of the acting Council at any Council meeting at which a quorum is present. The reasons for removal must be communicated to the individual prior to the Council vote and the opportunity provided for the affected Council member to discuss the reasons before the Council. Reasons for removal would include any legal or unethical actions on the part of the individual that would impact the Club, or the failure to perform the duties of the position. Any Council position vacated during the year shall be filled by appointment as determined by a majority of the Council with the term of appointment equal to the duration of the term of the vacant position.

## Leadership Council Roles and Responsibilities:

- Determine the desires of the Membership and chart a path for the club.
  - Develop strategic plan for supporting cycling focused projects and donations.
  - Makes fiscal decisions on the part of the Club.
  - Provide transparency in all accounting and monetary decisions.
  - Maintain open communication with the membership on all Club related activities.
  - Act in a way that fosters trust in the Leadership.
  - Ensure essential processes are in place to manage the Club (insurance, website)
  - Ensure compliance with all Local, State and Federal regulations.
  - Appoint club functionaries (Treasurer, Membership Director, and Event Directors).
  - Drive process for nominating and electing future Leadership Council members.
  - Makes decisions related to the survival of Sunday in June.
  - Provide cycling opportunities for the Club members and the community.
  - Promote safety in all Club activities.
  - It shall be the duty of council members to attend all meetings
- a. The **Council Member** shall collectively be the Club's executive staff with responsibility for the overall direction of the Club's activities, for maintaining the quality of all programs and for ensuring that the membership's aspirations for the Club are attained. The Council of five (5) to seven (7) members will establish a schedule and rotate responsibilities for leading the monthly Council Meetings and selecting a representative from the Council to preside at all Club meetings.
  - b. The **Event Director** shall be responsible for managing all aspects of major public Club events (Sunday In June) including overall planning, establishing and coordination of sub teams, negotiations with suppliers and establishing contracts for such events. Among his specific duties shall include managing expenses within the approved budget, authorizing payments in support of the event and reporting results to the Council.
  - c. The **Membership Director** will be responsible for management and control of the member database and the membership directory. Among his specific duties shall include maintaining the official membership roster, managing the database for data integrity and back-up, and providing summary details to the Council and Treasurer.

- d. The **Website Director** will be responsible for management and control of the Club website, coordinating activities with other functions within the Club that require access to the site, including; Treasurer for financial reporting, Ride Leaders for blogs and route maps, Members for access to general Club information. Among his specific duties shall include management of the on-line payment process (PayPal), administration and security of the website.
- e. The **Secretary** shall keep a full and complete record of the proceedings of all meetings of the Club, and shall preserve all documents, correspondence, reports and communications of the Club. Among his specific duties shall include summarizing meeting minutes for publication on the website; giving all notices required by law or these By-Laws; and maintaining these By-Laws and any amendments thereto.
- f. The **Treasurer** shall be the chief financial officer of the Club and shall be responsible for the security of the Club's funds and other assets. Among his specific duties shall include receiving, depositing, accounting for and disbursing all Club funds, or authorizing others to do so, as provided for by these By-Laws and the Council; maintaining all financial records; making all legally-required filings; presenting a brief financial report at each Council meeting; and filing with the Council a written Annual Financial Report for each fiscal year outlining the financial condition of the Club and summarizing the previous year's transactions and events, said Annual Financial Report to be published on the Members secured portion of the Club website.

## ARTICLE VI — FINANCES

The Council shall establish an annual operating budget based on a fiscal year beginning January 1<sup>st</sup>. The financial records of the Club shall audited once a year, as directed by the Council, and an annual financial statement shall be published on the Members secured portion of the Club website. Tax documents will be filed in accordance with Government requirements.

Spending authority levels:

- a. The Council shall not make expenditures or commit the Club's assets for any reason including capital investment, projects, or donations exceeding \$2000 without the approval of the membership at a membership meeting. Exception being a pre-approved Council budget for Special Events Director events.
- b. Expenditures over \$1,000 must be pre-approved by a majority vote of the Council (except where managed by the Event Director for activities planned for in the annual operating budget).
- c. Expenditures between \$200 and \$1,000 must be authorized by a Council member in writing to the Treasurer (except where managed by the Event Director for activities planned for in the annual operating budget).
- d. Expenses under \$200 can be sent directly to the Treasurer for reimbursement if preapproved by the Council. Reimbursement will be issued by the Treasurer upon submission of acceptable documentation of the expense (cash register receipt, visa charge slip or e-mail authorization).
- e. Expenses will be reimbursed for activities that benefit the general membership of the club where proper notice is provided to allow for all members to participate. The Council has the responsibility and authority to determine if an activity meets these requirements.
- f. Event Director is responsible to manage the Council approved Event(s) budget and provide a summary of expenses to the Council. Each event can be audited by a representative appointed by the Council.

## ARTICLE VII — DONATIONS

While the purpose of the Club is not to be a charitable organization, when the treasury allows, consideration may be given to financially support local, national and/or international bicycling-related causes in keeping with the spirit of the Club's mission. It will be the responsibility of the Council to solicit recommendations from the Membership of Non-Profit organizations whose operating principals are consistent with the Mission Statement of

the Club, and to authorize the Treasurer to make payments in the recommended amounts. These commitments for contributions cannot extend beyond the current calendar year.

- a. Council will prepare a preliminary list of donation recipients for membership review.
- b. Membership will be provided 30 days to review the Leadership Council's proposed list of recipients and donation amounts for input and recommendations.
- c. After 30 days, the Council will provide to membership a final list of donation recipients and amounts to be donated. At the Annual Meeting, a quorum of membership will be asked to vote to approve the funding of recipients through a simple majority vote.
- d. Donations over \$2000.00 or \$2000.00 per calendar year to a single recipient must be approved by a majority vote of the membership.
- e. Council can approve, through a two-thirds (2/3) vote, donations in the amount up to \$2000.00 without prior approval of membership.

## **ARTICLE VIII — STANDING COMMITTEES**

With the approval of the Council, Standing Committees and Project Groups shall be established and maintained by each cognizant officer to assist him/her in the carrying out of his/her areas of responsibility.

An **Audit Committee** maybe established by the Council, or an auditor retained which will be independent of the Treasurer, to examine annually the financial records of the Club. The Audit Committee shall assist the Treasurer in the preparation of the Annual Financial Report.

A **Nominating Committee**, who's Chair shall be appointed by the Council, who shall in turn select a minimum of three (3) members to serve on the Committee, shall identify interested candidates and prepare a slate consisting of one or more candidates for each office for presentation at the Annual Meeting. Current officers may not serve on the committee and members of the nominating committee may not be candidates for a Council position. The Chair of the Nominating Committee shall insure that the slate of candidates is published to the membership at least fifteen (15) days prior to voting and will be responsible for coordinating and overseeing the voting

## **ARTICLE IX — DISTRIBUTIONS**

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Council, Officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Mission of the Corporation.

## **ARTICLE X — DISSOLUTION**

In order to dissolve the corporation a vote must be approved by the Membership. Upon dissolution of the corporation, the Council, after paying all liabilities of the corporation, shall transfer the assets of the corporation to local, national and/or international bicycling related causes in keeping with the spirit of the Club's mission statement.

## **ARTICLE XI — AMENDMENTS**

These By-Laws may be amended by the Members present at the annual meeting or by a written action in lieu of meeting by Members. All amendments will be published in the By-Law section of the Club website.

# **Release and Waiver of Liability, Assumption of Risk, Indemnity, and Parental Consent Agreement**

**(“Agreement”) for Cleveland Touring Club LLC (“CTC LLC”)  
Fully Paid Member of League of American Bicyclists (“LAB”)**

**(this form is to only be used for Individual Adults or for Adults on behalf of Minors)**

IN CONSIDERATION of being permitted to participate in any way in CTC LLC sponsored Bicycling Activities (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES INVOLVE RISK AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE ‘RELEASEES’ NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur are a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the CTC LLC, the LAB, its respective administrators, directors, agents, officers, members, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners, and lessors of premises on which the Activity takes place (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that is, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

## **MINOR RELEASE**

**(Participants Under the Age of 18)**

AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.