

**BMW Riders Association Board of Trustees
Policies and Procedures**

*Re-adopted by the Board of Trustees on April 22, 2013 and
to continue in effect as revised.
Latest revision - - April 22, 2013*

- 1) **Bylaws**: The BMW RA Board of Trustees (BoT) will abide by the Bylaws voted into effect at the September 22, 2001 Advisory Council Meeting in Morganton, NC, as duly amended.

- 2) **Meetings**: Meetings will be defined as either a physical gathering of the BoT members or a teleconference. In either event, meetings will be governed by Article 4, Section 3, paragraph (c) of the Bylaws. An annual General Membership Meeting will be held at the annual International Rally unless the BoT decides otherwise, and any and all Association members will be welcome to attend and participate. All meetings will follow Robert's Rules of Order, or a close approximation thereof, with the following order of business:
 - Reading and approval of Minutes from the last BoT Meeting
 - Reports of Officers, Official Association Positions, and Committees, including:
 - President
 - Vice-President
 - Secretary
 - Treasurer
 - Association Administrator
 - OTL Editor
 - Regions Coordinator
 - Chartered Clubs Coordinator
 - Trustee Reports
 - Special Committee Reports -- Rally Committee, Website Committee, etc.
 - Old Business
 - New Business

- 3) **Publications**: The Association will publish a Club newsletter/magazine entitled "On the Level" (OTL) and distribute it to all Regular Members, advertisers, as well as select contributors (on request of the OTL Editor), and select advertising prospects (on request of the OTL Editor or the Advertising Manager). The Association will also maintain a website. The publication and the website will contain useful, informative and entertaining content of interest to BMW riders generally, and RA Members specifically. The publication and the website will be the primary vehicles by which the Association informs its members of policy and administrative matters involving the BMW RA. The publication and the website will be copyrighted by the BMW Riders Association, Inc. An Advertising Manager contracted by the Association will solicit and accept commercial ads.

- 4) **Advertising Manager**: The Association will hire on a fiscal year basis an independent contractor who will function as an Advertising Manager (AM). The contractual duties

and responsibilities of the AM are detailed in, but not limited to, the most-current version of the “BMW RA Independent Contractor Agreement” reviewed and accepted by the BoT. The BMW RA will compensate this contractor according to the agreement for one calendar year (January through December), at which time a performance review will be made by and reported to the BoT. The BoT will decide after careful review if the contractor fulfilled their obligation to the Association, and the BoT will vote on renewing the terms and agreement for another year. Consistent with any and all contractual obligations to the AM regarding notice and payment, the AM may be replaced at the discretion of the BoT for any reason at any time by a simple majority vote.

- 5) **Association Administrator:** The BoT will hire on a fiscal year basis an independent contractor who will function as the Association Administrator (AA). The contractual duties and responsibilities of the AA are detailed in, but not limited to, the most-current version of the “Association Administrator Independent Contractor Agreement” reviewed and accepted by the BoT. The BMW RA will compensate this contractor on a per-month basis for one fiscal year. A performance review will be made prior to the Agreement expiring by the Association Treasurer and reported to the BoT. The BoT will decide after careful review if the contractor fulfilled their obligations and will vote on renewing the terms and agreement for another fiscal year. Consistent with any and all contractual obligations to the AA regarding notice and payment, the AA may be replaced at the discretion of the BoT for any reason at any time by a simple majority vote.
- 6) **Member Benefits:** New and renewing members will receive a new membership card and decal. In addition to the above, longevity pins will be awarded to members in five-year increments. All members will be allowed to place non-commercial ads in the BSS section of the Association’s magazine. All Regular Members will receive no fewer than six issues of the publication each year. All Regular and Associate Members qualify for special association discounts or promotions as determined by the policies of the BoT. All Regular Members will also be provided with access to “members-only” portions of the RA website, including but not limited to the right to post in the “Forum” section.
- 7) **Chartered Club Program and Benefits:** It will be the policy of the BoT to appoint, by a simple majority vote, a volunteer Association member to the official position of BMW RA Chartered Clubs Coordinator. The BoT will approve, by a simple majority vote, benefits the Association will provide to its Chartered Clubs and a “guidelines document” the program will abide by. These “Chartered Clubs Guidelines” will become an addendum to this document and remain in effect until expiration.¹
- 8) **Finance:** Unless prior approval has been granted by a vote of the BoT as requested by the Treasurer, all legal obligations will be paid by Association check. All checks must bear the signatures of the AA or Treasurer to be valid

¹ See the “Chartered Club Guidelines for Domestic and International Clubs,” as approved by the BoT on April 22, 2013.

It shall be the policy of the Board of Trustees of the BMW Riders Association, Inc. ("the Board") that:

A. Prior to the RA engaging in any financial relationship with a vendor or service provider that is reasonably anticipated to result in payments by the RA of more than \$1,000 for any individual transaction, the President, Treasurer and Association Administrator (a) shall all be notified of and have the opportunity to discuss among themselves the proposed financial relationship, and (b) shall, if reasonably possible, obtain or be presented with at least one competitive quote for provision of substantially the same goods and/or services.

B. Prior to the RA engaging in any financial relationship with a vendor or service provider that is reasonably anticipated to result in payments by the RA of more than \$5,000 in any consecutive 12 month period, the President, Treasurer and Association Administrator (a) shall all be notified of and have the opportunity to discuss among themselves the proposed financial relationship, and (b) shall, if reasonably possible, obtain or be presented with at least two competitive quotes for provision of substantially the same goods and/or services

C. Prior to the RA engaging in any financial relationship with a vendor or service provider who is an "insider" -- defined as a person, or a company or firm owned by a person, who is a current or former Board member, or a close friend or relative of a current or former Board member -- and that is reasonably anticipated to result in payments by the RA of more than \$500 for any individual transaction, or more than \$1,000 in any consecutive 12 month period, the President, Treasurer and Association Administrator: (a) shall be notified of and have the opportunity to discuss among themselves the proposed financial relationship, and (b) shall obtain or be presented with information from a disinterested party, based on a reasonable investigation, indicating that the proposed financial relationship is at least competitive with prices available in arms-length transactions with non-insiders for substantially the same goods and/or services.

D. In the event it is reasonably anticipated that the financial relationship with said insider will result in payments by the RA of more than \$1,000 for any individual transaction or \$5,000 in any consecutive 12 month period, the additional requirements of paragraphs A or B above shall be met, as appropriate. Moreover, in connection with any financial relationship with an insider for services that is anticipated to result in payments by the RA of more than \$5,000 in any consecutive 12 month period, the Board shall impose the additional requirement that the insider, or the insider's company or firm, provide reports annually to the Board containing a detailed description of the services provided, identification of the persons providing those services, an approximation of hours spent providing these services, and an accounting of any hard costs incurred in connection with the provision of services to the RA. Product suppliers that have been determined to offer competitive pricing shall be exempt from this reporting requirement. Moreover, in the event a contract has been entered into between the Association and the vendor or service

provider, the terms of the contract shall control and may supersede these reporting requirements.

- 9) **Financial Support for Regional Promotions:** This BoT endorses promotion of the Association by any member who has been pre-approved to do so in a specific local region. These regional promoters will be referred to as Regional Representative or Region Rep's (RR) and will report directly to a Regions Coordinator or the BoT. The BoT typically expects RRs to bear their own costs and expenses in connection with their promotional travels and other activities. However, subject to preapproval by the Regions Coordinator and the Association Treasurer, the RA may, in its discretion, reimburse a RR for expenses not exceeding one hundred dollars (\$100) per event incurred within their region in connection with operations and communications with local BMW clubs, RA members, BMW dealers and the general public in the course of promoting the RA and RA regional events and activities.
- 10) **International Rally:** The BoT will assist with or put on an annual rally and may provide financial backing to prepare for the gathering as needed. . A portion of the profits (after all associated expenses are accounted for by the AA) from this annual event may be awarded as a donation to a Hosting Chartered Club or Clubs, or to a civic or charitable organization designated by the Club or Clubs, in an amount and in a manner seen fit by the BoT. It will be the policy of this BoT to seek volunteer rally coordinators, if possible, and not to hire a Rally Coordinator at this time.
- 11) **Mission:** The BoT adopted the following mission statement on March 10, 2005 and will endeavor to provide our members with the leadership to guide the Association toward accomplishing these goals: *“To enhance the BMW motorcycling experience for our members and provide a forum on the history, current offerings and the future of the marque.”*
- 12) **CIC Membership:** The Board of Trustees will endeavor to continue its strong relationship with the BMW Clubs International Council (CIC) by providing a delegate, and, subject to the approval of a simple majority vote of the BoT, an observer, to attend its annual meeting. At the discretion of the BoT, the Association may reimburse the observer for travel expenses (air fare) in accordance with the same policies in effect by the CIC Office for delegate reimbursement. All delegates will maintain records and reports to pass on to their successors and are expected to report details of the CIC meeting proceedings to the Board of Trustees and membership after attending.
- 13) **Intellectual Property of BMW AG:** It shall be the policy of the BoT to use good-faith best-efforts to comply with the Agreement between BMW AG and the RA respecting use of the BMW logo and the BMW word mark in connection with all RA publications, promotional materials, websites, banners, signs, stationery, clothing (whether for sale or not), and the like. It shall further be the policy of the BoT to encourage compliance with said Agreement by all Chartered Clubs and all clubs applying for charter.
- 14) **Amendment of Policies and Procedures:** These policies and procedures may be amended from time to time by simple majority vote of the BoT.