

# MUSCLE SHOALS SAILING CLUB

## BY-LAWS

*(As revised November 2008)*

### ARTICLE I NAME

This club is incorporated under the “Alabama Non-Profit Corporation Act” as the Muscle Shoals Sailing Association and may be referred to as Muscle Shoals Sailing Club or “MSSC.” The “Muscle Shoals Sailing Association,” the “Muscle Shoals Sail Club,” or “MSSC” are the trademark and the copyright property of the Muscle Shoals Sailing Club. All rights reserved. (revised 11/07)

### ARTICLE II OPERATIONS

#### ***Section A: OBJECT***

The Object and Purposes of the corporation are: To provide facilities for and to encourage the art and skill of sailing and seamanship. To build, own, and operate a club house, marina, and yacht basin. To promote social activities among its members. To buy, sell, and mortgage real and personal property of every kind and description, and, to do all of those things that yacht clubs generally do, and this corporation is further organized for, without being limited thereto, any and all of the purposes set out in Section 206 of Title 10, Code of Alabama 1040, as amended.

#### ***Section B: ADDRESS***

Its principal place of business shall be Old Lock #4, Wilson Lake, Lauderdale County, Alabama.

Its mailing address shall be: 1350 County Road 411, Killen, AL 35645.

#### ***Section C: SEAL***

The Corporate Seal shall be triangular, in the shape known as a “pennant.” The color shall be white with red stripes arranged to cross in the manner of the state flag of Alabama. The hoist shall be two-thirds (2/3) of the fly. The stripes shall have a width one-sixth (1/6) of the hoist, and shall intersect a distance from the hoist equal to two-thirds (2/3) of the hoist.

### ARTICLE III MEMBERSHIP

#### ***Section A: CLASSES OF MEMBERSHIP***

The membership of the club consists of three classes, Class A, Class B, and Junior.

1. Class A. Class A members are regular members who have been elected to membership and have paid all required dues and fees. They have all rights and privileges of membership as described in Article III, Section C. The member and all immediate family members over 21 years of age who reside within the Class A member’s household are entitled to vote, hold office, and have any right or title to, or interest in, the property or assets of MSSC. However, each membership is allowed no more than one vote, one office,

or one right, title or interest in the property or assets of the corporation.

A Class A membership is elected in accordance with Article III, Section I. A membership is effective until resignation or expulsion in accordance with Article III, Section D. An inactive member (Article III Section J) enjoys no privileges of membership while in inactive status.

2. Class B: Class B membership is defined as a person 23 years or older but not to exceed 29 years of age. (revised 11/07)

3. Junior: Junior Membership is limited to persons under 23 years of age who are full time students. Junior members are elected in accordance with Article III, Section I.

4. The membership of MSSC must be at least 70% Class A members. **(revised 11/08)**

### **Section B: DUES AND FEES**

1. All members of MSSC shall be assessed dues and fees necessary for a well-run club. Dues and Initiation Fees are as follows until changed in accordance with Article VIII.

Initiation Fee for Class A Membership	\$200
Class A Membership (per year)	\$600 (revised 2/06)
Class B Membership fee (per year)	\$200 (revised 11/07)
Junior Membership (per year)	\$25

The billing period for annual dues is January 1 through December 31 of each fiscal year. Dues and fees will be sent out in the preceding year but will not be due and payable until January 1 of the current or upcoming fiscal year.

Members may elect to pay their annual dues and fees in either one annual payment, due January 1 and late after February 28, **or** members can pay in quarterly installments rather than all at once. Members who wish to elect the quarterly payments option shall make an election on a form provided with MSSC's annual statement, agreeing to pay the entire amount due to the club for yearly dues and fees regardless of membership termination, except as otherwise excused by the Board pursuant to Article III, Section B (2) and paying a \$15 per quarter processing fee. Quarterly payments will be due on January 1, April 1, June 1 and October 1 of each year.

A five-percent penalty per month is imposed on any late bill (that is, the amount actually billed, but not compounded) after 30 days for any quarterly payment and after February 28<sup>th</sup> for any annual payment.

For new members, annual dues and fees shall be prorated to the month that the member's request for membership was approved. The Board may require a deposit of the initiation fee or some or all of the prorated dues and fees with membership application. **(revised 11/08)**

2. All dues and usage fees are non-refundable except that the Board may authorize pro rata refunds in extenuating circumstances such as job transfer, illness, sale of a boat, etc. The request for such a refund must be made in writing, must be timely, and is subject to the Board's approval.

3. Various usage fees, including but not limited to, storage fees, slip rentals, camping fees, and whatever other fees might be required to support club facilities, shall be set by the Board of Governors subject to approval by a majority of the membership in the manner specified in Article VIII. All such usage of club facilities is subject to availability. No such availability is guaranteed or implied

Slip storage	\$24 per foot per year
Land storage	\$125 per year (revised 11/04)
Laser rack	\$80 per year
Trailer storage	\$50 per year (revised 11/04)

4. All trailers stored on land without a boat, must belong to a member and the boat must be in the water and paying a slip rental fee to the club in order for the members to store a trailer on land. All trailers stored on land with or without a boat attached must have proper identification information attached to the trailer and easily visible. Trailers without proper identification or that do not belong to a member or that do not have a boat-paying slip rental will be removed and disposed of after reasonable notice. The Board of Governors is authorized to adopt rules and regulations to enforce these provisions. (revised 11/04)

### **Section C: MEMBERSHIP PRIVILEGES**

1. Members of the immediate family of a Class A member who reside within the same household of that member-spouse, unmarried children under the age of 21, or children still regularly attending school and under age 23, may enjoy the privileges of MSSC, subject to such rules and regulations as the Board of Governors may adopt.

2. Club privileges for Junior and Class B members are restricted to the original member. Only Junior and Class B members have the right to use the club facilities but do not have the right to vote, hold office, or have any right or title to or interest in the property or assets of the Muscle Shoals Sailing Club. Junior members and Class B members may receive a key to the clubhouse at the Boards' discretion, which may be revoked at any time. (revised 11/07)

3. The host member is responsible for guests' behavior.

### **Section D: TERMINATION OF MEMBERSHIP**

1. Any member guilty of any misconduct that violates MSSC by-laws or established rules, may be suspended or expelled from the Club by the vote of not less than two-thirds (2/3) of the Board of Governors.

2. A 10-day written notice must be given to a member before he can be expelled.

3. The Board of Governors will be the sole judge of what constitutes misconduct, what conduct is injurious to the character or interest of the club, and what constitutes a violation of the by-laws or established rules of MSSC

4. Any person who, for any cause, ceases to be a member shall immediately thereafter forfeit all membership privileges. No refund of Dues or Initiation Fees will be made, pursuant to Section B: Paragraph 2 of this Article. All property of the ex-member must be removed from club property within 10 days of termination of membership.

5. Members who joined before 1998 paid a \$500 assessment. If one of these members resigns from the club he may request refund of \$450 (less any unpaid dues or fees). Resigned members will be put on a list in order of the date they submitted their resignations. At the end of each year, the club will refund as many such assessments as possible, consistent with other obligations of the club. For each 2 new members who pay the \$200 initiation fee the board will authorize 1 refund (consistent with other obligations). Members may decline the return of their assessment.

## **Section E: MEMBERSHIP CERTIFICATES**

The Board of Governors may issue evidence of membership to members.

## **Section F: RESIGNATION AND TRANSFER OF MEMBERSHIP**

1. Even though the membership is in the name of one member of a family, the membership is jointly held by the member and his or her spouse, and, in the event of the death or severe disability of one spouse, the membership as defined in ARTICLE III may be retained by the other spouse.

2. No membership is transferable at any time in any way.

3. A member, or his legal representatives, desiring to terminate a membership shall notify the Board of Governors in writing.

4. No refund of dues or fees will be given to a member who resigns or is expelled except as provided in Section B, 2. (Revised 11/05).

All property of the ex-member must be removed from the club property within 10 days of termination of membership. For members who paid the \$500 assessment, a refund will be given in accordance with Article III, Section D, Paragraph 5.

## **Section G: SPECIAL RESTRICTIONS AND PROVISIONS**

1. The holders of all forms of membership shall, together with the members of their families and any of their guests, be subject to such special restrictions in the use of the clubhouse, grounds and other facilities and properties as the Board of governors may impose.

2. The holders of all forms of membership shall, together with the members of their families and their guests be fully responsible for theft own injuries or death, damage or loss of theft property while on MSSC properties: lands, waters or facilities, or while participating in any MSSC sponsored event or function or at any other time.

3. Owners of all boats in MSSC harbor and on Wilson Lake are fully responsible for any loss or damage to their boats and property and for ensuring that their boats are safely and securely tied up.

## **Section H: UNPAID INDEBTEDNESS**

1. All bills for dues and fees and other charges incurred by members are due and payable by January 1 of the year and late after February 28. (**revised 11/08**) If a member does not pay his dues and fees within 60 days of the due date, the member's name shall be posted as delinquent on the bulletin board at MSSC until such indebtedness is paid in full. In the event such indebtedness is not paid within 90 days of the due date, the member's membership shall be forfeited; all privileges of membership as set forth in Section D of this Article shall be terminated, and the member may make no further use of this membership. (Revised 2/06)

2. A member thus forfeiting his membership may be reinstated within six (6) months after effective date of such forfeiture, upon payment of all arrears, if approved by a two-thirds (2/3) vote of the Board of Governors present at any meeting of the Board.

3. If a member or a former member whose property remains on the grounds or whose boat or vessel is moored in a slip and who has not paid his or her dues, fees, or assessments as required after being due for 90 days and the debt remains unpaid then the Club is authorized by the member or former member to do one or more of the following:

- 3.1 Impound or seize a member or former member's property. That means at minimum that the Club will lock up your property and you can't obtain it until you pay in full what you owe the Club.
- 3.2 Remove or dispose of a member or former member's property assuming that it can be identified. That means the Club might burn, haul off, or throw away your property. If we can't figure out whose property it is, then the Club will not be sending out any notice by mail or otherwise.
- 3.3 Sell at either public or private auction, a member or former member's property. Members hereby appoint the Club Secretary or his or her designee as their agent who shall have the expressed authority to execute any and all bill or sale, sign and execute any and all documents necessary to transfer such property. That means the Club is going to sell your property to pay your bill and you authorize the Club Secretary or some other person acting on behalf of the Secretary to sign your name to any transfer documents including but not limited to a bill of sale. If the Club can't figure out whose property it is, then there will be no notice by mail or otherwise.
- 3.4 File suit for collection of monies owed.
- 3.5 Arrest the vessel.
- 3.6 File an in rem action against the vessel and an action against the owner(s).
- 3.7 Terminate your membership
- 3.8 The member or former member shall also be responsible for all of the Clubs attorney fees and costs necessary to collect the monies owed or to enforce or defend items 1 through 6 described above. If you dispute or disagree that you either owe the money or the amount claimed then you must provide a written dispute within 10 days of the date of the letter sent by the club and you must provide an explanation of the amount you contend that is owed or why you think the debt is in error. You may request one 10-day extension provided that you do so within the first ten days. Your failure to dispute the either the amount due or whether the debt is valid in writing waives your right to dispute the matter at a later date.

Members will be given 30 days written notice by certified mail at the last known mailing address, a notice of the board intention to do either items number 2 or 3 above assuming the owner of the property can be identified. (Revised 11/07)

### **Section I: APPLICATIONS FOR MEMBERSHIP**

1. New applications for membership shall be submitted in writing along with the recommendation of at least one Class A Member, to the Secretary or by posting the application for membership on the Club's "Members Only Section" of the Club's web site. (revised 11/07)
2. The application including the name(s) of the recommending member(s) shall be posted on the club bulletin board for at least 2 weeks if during the sailing season. If not during the sailing season, the Secretary will advise each Class A membership of the application. Publication in the MSSC newsletter is sufficient notification. If no negative comment has been received within two weeks, the membership will be acted on by the Board of Governors. If negative recommendations signed by at least five (5) Class A memberships are received, the Board of Governors shall decline the application. Two negative ballots of the Board of Governors, whose proceedings shall be secret, confidential, and final, shall exclude. No person failing election shall again be proposed for membership for a period of two (2) years.
3. If any person approved for membership does not, within any (30) days after notice of his approval has been sent to his Post Office address, reply signifying his acceptance and pay the initiation fee and other obligations as due, he shall be deemed to have forfeited his approval.

### **Section J: INACTIVE MEMBERSHIP**

1. If a member is deemed inactive in the Club, or is ill for a period of more than six (6) months, he can request in writing that the Board of Governors suspend his dues (except as stated in Section B, Paragraph 2 of this Article, dues and fees already paid are not refundable) and allow him to become inactive. This

request for inactive status must be applied for in writing on an annual basis by a member and/or family in the month of December preceding the year in which the inactive status is to apply. (Revised 11/05). When he is again able to participate actively he may request of the Commodore, in writing, that he be permitted to resume active membership. If the request is granted, he must resume payment of dues as of the date of his return to active status.

2. When on Inactive Status, ALL club privileges of that Membership are suspended; examples of such privileges include, but are not limited to voting, slips, storage, etc.

## **ARTICLE IV ORGANIZATION**

### **Section A: OFFICERS**

The officers shall be: Commodore, 1st Vice Commodore, 2nd Vice Commodore, 3rd Vice Commodore, Secretary, Treasurer, Recreational Officer, Fleet Captain, Newsletter Editor, and Sail Master. These shall constitute the Board of Governors (hereinafter: The Board).

### **Section B: DUTIES OF OFFICERS**

1. Commodore: Shall preside at all meetings of MSSC, shall appoint all committees deemed necessary, and shall perform such other duties as usually pertain to this office. The Commodore shall be an ex-officio member of all committees.

2. 1st Vice-Commodore: Shall, in the absence of the Commodore, assume and execute all duties of the office of Commodore. Shall be responsible for the maintenance of the Clubhouse and its properties and facilities. Shall be responsible for public relations and promotion of sailing.

3. 2nd Vice Commodore (also known as Land Commodore): Shall be responsible for the maintenance and upkeep of the grounds and outbuildings of MSSC, including roadway, seawall, parking lot, ramp, trees, grass. Shall assign boat slips, boat storage, trailer space, and be responsible to The Board for action in the event of unseaworthiness, safety, and status of members' and MSSC boats and trailers, etc. (revised 11/07)

4. 3rd Vice Commodore (also known as Harbor Master). Shall be responsible for the maintenance, repair, upkeep and development of the harbor, including all docks, pilings, electricity, dredging, and cleanup. (revised 11/07)

5. Secretary: Shall log minutes of all official meetings, and keep and have custody of all records of MSSC. Shall conduct official correspondence of MSSC. Shall be the Membership chairman of MSSC and perform all duties relating to new members. Shall maintain the current version of these By-Laws.

6. Treasurer: Shall have custody of the funds of the Club, and shall report the financial status of the Club at the first regularly scheduled meeting after each election and at other times required by the Commodore. The Treasurer shall perform such other duties as pertain to this office.

7. Recreational Officer. Shall administer or appoint committees necessary to handle all social events and activities designated by The Board and the MSSC calendar of events. Shall have the responsibility for maintaining supplies for kitchen, bathroom, cleaning, and recreational activities.

8. Fleet Captain: Shall be responsible for the organization, conduct, and safety of racing events: setting of marks, starting and time records of boats participating in organized races and regattas. Shall enforce rules of U.S. Sailing and arrange compliance with local regulations during MSSC sailing events. Shall have the power to appoint committees to assist in the execution of these duties. Shall be responsible

for the upkeep of the committee boat, its facilities and components, and all racing property. Shall prepare and post the annual racing schedule and assign individuals for running the races. Shall submit any required legal notices for events (e.g. notify Coast Guard).

9. Sail Master: Shall be responsible for the general upgrading of safety and sailing education at MSSC. The Sail Master shall be responsible for MSSC sail camp and junior sailing activities and organization. He shall have the power to appoint committees to assist in the performance of these duties. (revised 11/07)

10. Newsletter Editor: Shall be responsible for the design, content, and distribution of the club's newsletter; *The Lifted Tack*.

### **Section C: MANNER OF ELECTION, ELIGIBILITY, AND TERMS OF OFFICE**

1. The officers listed in Section A above shall be elected at the Annual General Meeting. Their term of office shall be two years. All officers shall assume their duties as provided in ARTICLE X below. It is intended that overlapping terms will provide improved continuity in the operations of the club; therefore the Commodore, Treasurer, Sail Master, Fleet Captain, and Newsletter Editor shall be elected in even-numbered years while the three Vice Commodores, the Secretary, and the Recreation Officer shall be elected in odd-numbered years.

2. Each Class A Membership is eligible to make one nomination for each office and to cast one vote for each office.

3. Only Class A Memberships are eligible to be officeholders, pursuant to Article III: Section A: Paragraph 1.

4. Each Class A Membership of the MSSC must be notified by mail of the impending election at least 30 days prior to that election. Publication and mailing of this information to the membership in the Club newsletter shall satisfy this notification.

5. If a vacancy occurs in one of the elected offices, the Board of governors shall have the power to appoint an eligible member to serve the remainder of the unexpired term

### **Section D: REMOVAL FROM OFFICE**

The Board shall by a vote of not less than seven (7), remove an elected officer of the club for one or more the following reasons:

Extended illness preventing an officer from substantially performing his or her duties.

Repeated failure of an officer to perform his or her duties competently and or in a reasonable timely manner.

Other conduct that is substantially injurious to the effective administration of the officer's duties or to the reputation of the Club itself.

An officer may appeal the decision to terminate his or her office within seven (7) days by email notice to the board. The appeal will be heard by the Club's Class A members who shall vote in a specially called meeting with at least 14 days notice. A majority of the Class A members present shall decide the issue.

(Added 11/07)

## **ARTICLE V COMMITTEES**

### ***Section A: STANDING FINANCE COMMITTEE***

1. A Finance Committee shall be appointed to review and approve (**revised 11/08**) operating budgets, recommend dues assessments, and oversee the expenditure of MSSC funds. The most recent ex-Commodore shall chair this committee. The remaining two (2) members of this committee shall be next two most recent ex-Commodores. Members of this committee shall not be voting officers of the Board of Governors. In the event that a member or member-elect of the committee is elected to office, or should a vacancy otherwise occur, the Board of Governors shall appoint a Class A Member to serve the term.

2. The Commodore will submit an annual budget and an implementation plan for financing the same to the Finance Committee for its review and approval. The Finance Committee may approve the same or recommend amendments to the budget that shall be reconsidered by the Board and again submitted for approval. (**revised 11/08**)

### ***Section B: RAINY DAY FUND***

There is hereby established a Rainy Day Fund (herein referred to as the "RDF"). The RDF shall consist of an initial surplus of funds from dues and fees generated in 2009 in the amount not less than \$25,000. The Finance Committee shall control and manage the RDF for the benefit of the club with the express purpose of providing a safety net in making the mortgage payment on the new club house building. The Finance Committee may permit the Board to use the RDF to supplement the annual budget as necessary to pay the annual mortgage payment in times when membership levels do not allow for adequate funding and if necessary to borrow from the guarantors of the RDF those monies necessary to pay the mortgage consistent with the agreement between the Club and the guarantors. The RDF shall not be used as a substitute pool of money for otherwise adequate funding of club operations or other capital improvements. (**Section added 11/08**)

## **ARTICLE VI MEETINGS AND PETITIONS**

### ***Section A: SAILING MEETS***

Sailing meets shall be held on regularly scheduled days selected by a majority of active members, or in accordance with a published schedule provided by the Fleet Captain each year.

### ***Section B: MEETINGS***

1. A general meeting will be held at least once each year during the fourth Quarter, and shall be referred to as the Annual General Meeting.

2. A Special Meeting may be held at the request of the Commodore or at the request of thirty percent of Class A Memberships by petition to the Board of Governors (such petition must include a complete agenda for the requested meeting, and no other matters may be acted upon at that meeting). Members must be given 14 days notice of this meeting, by mail or in the Club newsletter.

3. A group of five or more active Class A Memberships, not including any officers of MSSC, may petition the Board of Governors to take action, in a meeting, on important issues, e.g. maintenance requests, problem boats, etc. The Board of Governors is given the authority to pass judgment on said petition(s) and is required to do so within 60 days of the date of presentation of the petition to the Secretary. The petitioners and affected parties will be provided with a written statement of the decision within this 60-day period.

4. The conduct of Club and Board meetings not specifically provided for in these By-Laws should be guided by Robert's Rules of Order.

## **ARTICLE VII CLUB DISBURSEMENTS AND OBLIGATIONS**

1. Loans that the club takes out must be paid. The budget for each year must include the payment on club loans.
2. Any expenditure not within the approved, published budget requires approval of both the Board of Governors and of the Financial Committee.

## **ARTICLE VIII APPROVED BY-LAWS AND BY-LAW REVISIONS**

### ***Section A: By-Laws Revision***

The adoption of changes to these By-Laws must be approved by a vote of the majority of the members present at any General or Special Meeting convened with a minimum of 14 days notice.

### ***Section B: Latest Approved Copy of the By-Laws***

The Secretary will maintain the approved version of the by-laws. In order that all members know what the approved version of the by-laws is, the approved copy of the by-laws must be posted on the club bulletin board. The revision date must be printed on each page.

## **ARTICLE IX DISSOLUTION**

Should the Club ever dissolve, the assets of the club would first be designated to repay loans, then all capital assessments outstanding. Next, all current dues, rental fees, special assessments, etc. would be returned on a pro rata basis deducting only for time and facilities used. Consistent with a non-profit corporation, all remaining proceeds shall then be turned over to the YMCA.

## **ARTICLE X: FISCAL YEAR**

The fiscal year, the budget year, and the terms of office for The Board shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup>.