

HEMET MODEL MASTERS BYLAWS

PREFACE

The following are the Bylaws of the Hemet Model Masters, Inc., a nonprofit California Corporation. Hemet Model Masters, Inc. has been formed to facilitate the public's engagement in all facets of the building and flying of remote controlled (unmanned) aircraft. All present and future Directors, volunteers, members, and other associates of the Hemet Model Masters, Inc. are subject to these Bylaws, and to any rules, regulations and policies adopted by its Board of Directors. The interpretation of these Bylaws is solely as interpreted by the Board of Directors for Hemet Model Masters, Inc.

ARTICLE 1

Name and Location

- 1.1 The Hemet Model Masters shall be known and referred to as Hemet Model Masters ("HMM"), a California non-profit corporation. The club's mailing address is P.O. Box 754 San Jacinto, CA 92583. The club operates two flying facilities. The club's primary flying facility (Simpson Field) is located near the intersection of Simpson Rd. and Warren Rd., in the City of Hemet. The club also maintains a secondary flying facility known as the Davis Field just north of the intersection of Davis Rd. and the Ramona Expressway in Lakeview, a census-designated area located in the County of Riverside, CA.
- 1.2 HMM is chartered by the Academy of Model Aeronautics (AMA). The AMA is a world-class association of modelers organized for the purpose of promotion, development, education, advancement, and safeguarding of modeling activities. The AMA provides leadership, organization, competition, communication, protection, representation, recognition, education, and scientific/technical development to modelers.

ARTICLE 2

Purpose

- 2.1 HMM is organized exclusively for exempt purposes set forth in section 501(c)(7) as defined by the IRS. To maintain its tax exempt status, among other things the IRS requires that substantially all of the organization's activities be for pleasure, recreation, and other nonprofit purposes and that the organization is prohibited from discriminating on the basis of race, color, or religion.

- 2.2 The mission of HMM is to provide a safe environment and high-quality remote control flying facilities where our members and our community can enjoy the sport of model aircraft flying. We strive to do this in a positive and responsible manner that respects the rights and safety of our neighbors in the surrounding community. We encourage and mentor everyone of all ages interested in learning about remote control flying.
- 2.3 In support of our mission we offer free introductory flight training to interested members of the surrounding communities including Hemet, San Jacinto, Winchester, Murrieta, Moreno Valley, Temecula, and others. We maintain relationships with local hobby shops that provide such businesses a place to refer customers for a safe introduction to remote control flying. We schedule various remote control related flying events throughout the year. We offer spectators from the local community free parking and attendance at all our events. We also make donations to local charities (toy drives, for example) and serve in an advisory capacity to local school aviation related programs.

ARTICLE 3

Membership

- 3.1 **Non Discrimination** – It is the policy of the Hemet Model Masters not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical ability, veteran’s status, political service or affiliation, color, religion, or national origin.
- 3.2 Prospective and renewing members must be a current member in good standing of the AMA.
- 3.3 New members shall pay all HMM initiations and dues in addition to providing proof of current AMA membership.
- 3.4 The Board of Directors reserves the right to refuse membership to any new applicant or renewing members.
- 3.5 Any member in good standing may resign his/her membership by giving written notice to the club. Initiation fees and dues are not refundable.
- 3.6 Members must maintain an active AMA membership throughout the year. Should a member’s AMA membership expire during the year that member’s flying privileges will be suspended until AMA membership is renewed.

3.7 Types of memberships-

- 3.7.1 **Adult Member** – Any persons with membership in the AMA shall be eligible for membership in the Hemet Model Masters.
- 3.7.2 **Family Membership** – Shall consist of a full member/spouse of HMM and their children below the age of nineteen (19). This member will also be a current member in good standing of the AMA. When a family youth member reaches nineteen (19) years of age, that person must join as a regular member and present proof of AMA membership. All flying members must be AMA members in good standing.
- 3.7.3 **Snowbird Member** – This membership is offered to persons who are not local residents and who visit our local facility mainly during the winter months and are current members of AMA. Because the AMA no longer maintains a reciprocal arrangement with the Model Aeronautics Association of Canada (MAAC), members of the MAAC must become AMA members to fly at HMM facilities.
- 3.7.4 **Youth Member** – This membership type is available to those under nineteen (19) years of age. The qualifying youth must maintain current AMA membership to fly at club facilities.
- 3.7.5 **Life Member** – Life Memberships are awarded on occasion to club members who have made an unusual and significant contribution to the HMM. Nominations for Life Membership are made by active members of the club and approved by majority vote at a regular or special meeting. Life Members are not required to pay dues for as long as they remain a club member. Life Members are eligible to serve as elected or appointed offices of the club. Life Members must maintain current AMA membership to fly at club facilities. Lifetime memberships are also available to all members at a rate approved by a majority vote of at a regular or special club meeting.
- 3.7.6 **Active Service Military** – Available to any member of the Armed Forces of the United States on Active Duty. Initiation fees and dues are waived in gratitude for your service. Eligible applicants must provide military identification and have current AMA to use HMM facilities.

ARTICLE 4

Club Dues and Assessments

- 4.1 **Initiation Fee** – Upon joining HMM a member will be subject to an initiation fee as determined by a vote of the general membership (see paragraph 4.6 below). Upon renewal, members who have been inactive for less than 24 months shall not be subject to a second initiation fee. After 24 months of inactivity, a renewing member will be subject to the initiation fee.
- 4.2 **Annual Dues** – Annual dues are set by a vote of the general membership as described in paragraph 4.6 below. Annual dues for new members will be prorated based upon the month the new member joins. The proration will be 1/12 of the annual dues amount rounded up to the nearest dollar for each calendar month prior to the month of joining. Renewing members will be subject to the full dues amount

without proration. Annual dues are paid based upon a calendar year and are due by December 31st.

- 4.3 **Late Renewals** – Late renewals (subsequent to December 31st) are subject to a \$20 late fee. Members not current by Jan 31 of each year shall be dropped from club roster and flying privileges suspended until member is current.
- 4.4 **Volunteer Credits** – In order to encourage volunteers to serve at club activities, the club awards up to two \$20 credits per year to be applied to member's annual dues amount for the upcoming year.
- 4.5 **Assessments** – Assessments may be required for such things as field rent / lease, field improvements, etc. Assessments shall be decided by the Board and approved by the membership according to the procedures described in paragraph 4.6 below. Assessments are not refundable
- 4.6 **Changes to the Initiation Fee and Annual Dues** – Club initiation fees, annual dues, assessments and other fees and credits shall be reviewed by the Board and Officers on an annual basis to determine if the amounts should be raised or lowered for the upcoming year. A simple majority vote by Board Members and Officers is needed for the President to present it at the next General Meeting. Members not in attendance shall be notified of the proposed change by email. Members will consider the proposal and if agreed upon the proposal shall be placed on the agenda for the next following General Meeting for a vote. Passage requires two-thirds (2/3) majority vote of the members present.

ARTICLE 5

HMM Officers and Board of Directors

- 5.1 The officers of HMM shall consist of President, Vice President, Secretary, Treasurer, Membership Director, and one or more Safety Officers. There shall be a Board of Directors (Board) consisting of a minimum of 5 and a maximum of 7 members nominated and voted on by the membership. All members who serve must also be current with the AMA.
- 5.2 A member must have a minimum of one year of prior, continuous active membership and be in good standing with both HMM and the AMA before he/she may hold an Officer or Board position.
- 5.3 No two members of the same family (husband, wife, son or daughter, etc. shall be allowed to serve as an elected Officer and/or appointed member of the Board of Directors simultaneously during the same term.
- 5.4 **Duties of the President shall include-**

- 5.4.1 Preside at all General Meetings.
- 5.4.2 Call and preside at all Board Meetings.
- 5.4.3 Represent HMM at all times.
- 5.4.4 Carry out the directives of HMM as decided upon by the Board of Directors and the general membership as appropriate.
- 5.4.5 Present Board of Director's decisions at the next General Membership meeting following the Board meeting.

5.5 Duties of the Vice President shall include -

- 5.5.1 Act on behalf of the President in the absence of the President or at his/her request.
- 5.5.2 Assist and offer guidance to the President.
- 5.5.3 Attend and participate in Board meetings and decisions.
- 5.5.4 Represent HMM at all times.

5.6 Duties of the Secretary shall include -

- 5.6.1 Attend and keep minutes at all Board Meeting and General Membership Meetings.
- 5.6.2 Produce, edit and distribute the monthly club newsletter including meeting minutes.
- 5.6.3 Attend and participate in Board meetings and decisions.
- 5.6.4 Maintain the club calendar of events.
- 5.6.5 Manage the club email notification system and notify members regarding all important events.
- 5.6.6 Conduct annual elections including compiling, distributing and collecting ballots and tabulating election results.
- 5.6.7 Coordinate and facilitate communications between the Treasurer and Membership Director and other officers and board members.
- 5.6.8 Advise and assist the President as necessary.
- 5.6.9 Manage the club website.
- 5.6.10 Administer HMM's Facebook page.
- 5.6.11 Represent HMM at all times.

5.7 Duties of the Treasurer shall include-

- 5.7.1 Establish and maintain a checking account with a local bank or savings and loan office and maintain custody of all club funds.
- 5.7.2 Report the HMM's financial statement at every General Meeting and have statements of accounts available for review.
- 5.7.3 Provide report on the HMM's financial statement at a Board Meeting, if requested in advance by the President
- 5.7.5 Maintain a record of all club debits and credits electronically and print monthly account statements for documentation purposes.
- 5.7.6 Maintain files of financial statements for the previous 5 years.
- 5.7.7 File non-profit status each year as required by state and federal tax agencies to maintain clubs non-profit status.
- 5.7.8 Make copies of all forms and post cards filed with state and federal

- agencies as record of filings.
- 5.7.9 Maintain a record of member dues payments received and communicate with the Membership Director.
- 5.7.10 Ensure that lease payments and other club recurring payments are submitted on a timely basis.
- 5.7.11 Attend and participate in Board meetings and decisions.
- 5.7.12 Advise and assist the President as necessary.
- 5.7.13 Represent HMM at all times.

5.8 Duties of the Membership Director shall include-

- 5.8.1 Maintain the club membership roster.
- 5.8.2 Produce and issue membership cards to members.
- 5.8.3 Verify AMA status for new and existing members.
- 5.8.4 Identify and follow-up on current members with lapsed AMA membership.
- 5.8.5 Respond appropriately to non-members flying at HMM facilities.
- 5.8.6 Maintain roster of club members on the AMA website.
- 5.8.7 Provide reports to the Board and General Membership as requested.
- 5.8.8 Attend and participate in Board meetings and decisions.
- 5.8.9 Advise and assist the President as necessary.
- 5.8.10 Represent HMM at all times.

5.9 Duties of the Safety Officer(s)-

- 5.9.1 Provide oversight for club safety.
- 5.9.2 Make recommendations regarding safety rules.
- 5.9.3 Advise members regarding club rules and unsafe practices and take corrective actions where necessary. A Safety Officer has the authority to ground an individual who is flying in an unsafe manner who refuses to respond appropriately to direction or modify their behavior.
- 5.9.4 Provide status reports to the Board and the general membership regarding the status of safety.
- 5.9.5 Attend and participate in Board meetings and decisions.
- 5.9.6 Advise and assist the President as necessary.
- 5.9.7 Represent HMM at all times.

5.10 Duties of the Board of Directors-

- 5.10.1 Represent the General Membership in all HMM matters at Board Meetings.
- 5.10.2 Meet at the Request of the President
- 5.10.3 Provide assistance and guidance to the President and Vice President.
- 5.10.4 Participate in Board decisions and recommendation effecting the membership.
- 5.10.5 Review and take appropriate actions in response to grievance in accordance with the terms of these bylaws.
- 5.10.6 Represent HMM at all times.

5.11 Term of Office -

- 5.11.1 January 1 to December 31 of the year following the election.
- 5.11.2 The President and Vice President are each limited to 4 consecutive terms in office.
- 5.11.3 There are no term limits for the Secretary, Treasurer, Membership Director or Safety Officers.
- 5.11.4 The Treasurer may not serve as an officer in any other Model Aircraft Club.
- 5.11.5 The terms of office of the Directors shall be one year. There are no specific term limits.

- 5.12 **Special Appointments** - the President or Vice President may appoint officers or others for special duties when needed. Appointed persons serving in such a capacity will be referred to as Chairpersons.

- 5.13 **Unexcused Absence** - Unexcused absence from four consecutive meetings of the Board of Directors shall be due cause for removal of a Director by a two-thirds vote of the Board.

- 5.14 **Authorization of Disbursal of Club Money-**
 - 5.14.1 The Treasurer shall disburse all monies as directed by approved motions of the General Membership. Exception: The Treasurer can disburse up to \$500 dollars under the direction and approval of the Board, for incidental expenses necessary for Club operation.
 - 5.14.2 All monies will be disbursed by electronic or paper check (requires two signatures).
 - 5.14.3 All disbursements are to be included in the monthly Treasurer's report.

- 5.15 **Officer and Board Member Vacancies** - Vacancies for any reason of current Officer and Board member positions shall be filled as soon as possible -
 - 5.15.1 The President will be replaced by the Vice President. The new President will select a new Vice President to serve until the next annual election (see paragraph 8.2).
 - 5.15.2 The Vice President will be selected by the President to serve until the next regular election provided the selected member has been a member in good standing for at least one (1) current, continuous year.
 - 5.15.3 In the case of the Secretary, a new Secretary will be selected by the President to serve until the next annual election as long as the selected member has been a member in good standing for at least one current, continuous year.
 - 5.15.4 In the case of the Treasurer, a new Treasurer will be selected by the President to serve until the next annual election from the general membership provided the selected member has been a member in good standing for at least one current, continuous year.
 - 5.15.5 In the case of the Membership Director, or Safety Officer the President will may appoint a replacement to serve until the next annual election as long as the selected member has been a member in good standing

- for at least one current, continuous year.
- 5.15.6 In terms of a midyear vacancy on the Board, the President may select another member to serve subject to confirmation by a majority vote at the next General Club meeting provided the selected member has been a member in good standing for at least one current, continuous year.
- 5.15.7 Should both the President and Vice President vacate office at the same time, they will be replaced by the Secretary and Treasurer, in that order. They will serve until a special election is held to fill the vacancies.
- 5.16 **Director Resignations** – Any Director may resign by submitting a written resignation to the Board. Such resignation shall become effective immediately without the necessity of acceptance unless otherwise specified in the resignation. If vacancies on the Board occur, an affirmative vote of two-thirds of the Directors in office shall be necessary to elect a replacement Director for a term effective until the next election. Vacancies shall be filled within a three-month period or the Board may modify the number of Directors within the limits set in Section 5.1 of this Article.
- 5.17 **Removal of Directors** – Any Director may be removed from the Board of Directors with proper cause as determined by a two-thirds majority vote of the Directors. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting if that Director is present. No more than two Directors may be removed at any single meeting.
- 5.18 **Delegation of Powers** – In the case of absence or inability to act of any Officer or any person herein authorized to act in his or her place, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer or any Director.
- 5.19 **Disputes Regarding Interpretation of the Bylaws** – The interpretation of these bylaws are solely as interpreted by the current Officers and Board of Directors for Hemet Model Masters. Any dispute resulting from interpretations of the Bylaws will be conclusively resolved by a majority vote of a quorum as defined in Section 6.2.7 below at a regularly scheduled board meeting.

ARTICLE 6

Meetings

6.1 General Membership Meeting

- 6.1.1 Shall be held once a month.
- 6.1.2 The President or his designee in the case of his absence will preside over the meeting.
- 6.1.3 Robert's Rules of Order will be used as a guide in conducting the meeting.

- 6.1.2 The minutes of the last meeting shall be read and accepted.
- 6.1.3 The Treasurer's report shall be read and accepted.
- 6.1.4 The total membership shall be notified by email, as soon as possible in advance, of any change in time, date or place of the meeting.

6.2 Board of Directors Meeting

- 6.2.1 Shall be held once a month or a special Board Meeting may be called by either the President or Vice President.
- 6.2.2 The Officer calling for the meeting will arrange for the time, date and meeting place.
- 6.2.3 Each Officer and Board Member (with the exception of the President) shall have one vote, except in the case of disciplinary hearings as discussed below.
- 6.2.4 The President shall vote only in case of a tie.
- 6.2.5 In case of a disciplinary investigation, the Board member, receiving the complaint, will arrange the time, date and meeting place.
- 6.2.6 Any time the Board of Directors is meeting for a disciplinary investigation, the President and Vice President will not attend, unless they are invited. Their attendance does not include the right to vote.
- 6.2.7 A majority of the Officers and Directors in office shall be necessary at all Board meetings to constitute a quorum for the transaction of business. If there be less than a quorum present, the majority of those present may cancel the meeting or reschedule the meeting to another time. At the rescheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice, provided a quorum is present at such deferred meetings.
- 6.2.8 Any decision or action that may be taken by the Directors at a meeting may be done without a meeting if consent in writing (emails may be used to satisfy this requirement) setting forth the decision or action is signed by a quorum of Directors.
- 6.2.9 Except where otherwise determined by the President, Board of Directors Meetings are open and regular members are encouraged to attend.

6.3 Executive Meeting

- 6.3.1 The President can call an Executive Meeting that consists of the elected Officers and Board Members.
- 6.3.2 In a matter concerning the discipline of a member, the officers shall meet in an Executive Meeting if requested by the club member or Board Members and the member in question shall be entitled to attend said executive session.
- 6.3.3 An Executive Meeting will be used as a means of considering the litigation concerning Club matters that pertains to the formation of contracts with 3rd parties, or other matters where executive sessions are authorized by law.
- 6.3.4 Any matters discussed in the executive session shall be generally noted in the Minutes of the Board.
- 6.3.5 Motions cannot be made in an executive session and must be brought to the Board in a Board Meeting for consideration, at which time the motion

can be made, second and adopted.

ARTICLE 7

Standing Committees

- 7.1 Depending upon the needs of HMM, the Board may create certain standing committees. The chairperson of each standing committee shall be appointed by the President to serve throughout the President's term of office. Possible standing committees include: Program Committee, Public Relations Committee, Contest Committee and County Relations Committee.
- 7.2 The President or Vice President, as required, may name additional special committees, from time to time.

ARTICLE 8

Nominations, Elections and Recalls

- 8.1 **Nominations** – Nominations for Club Officers and Board Members shall be initiated during the October General membership Meeting. A member must have a minimum of one year of continuous active membership and be in good standing with both the Club and AMA before he / she may hold an elected Club Officer position
- 8.2 **Elections** – Annual elections for Officer and Board Member will occur in December.
- 8.2.1 Board and Officer nominations will be accepted beginning in October and finalized by the end of the November General Membership Meeting. Members are permitted to nominate themselves provided that they meet the one year of active membership requirement and AMA membership specified in paragraph 8.1 above. In addition, the person nominated must agree to serve if elected prior to being placed on the ballot.
- 8.2.2 The Secretary will prepare a ballot based upon the nominations received and distribute the ballots to the entire membership via email or in person at the December meeting.
- 8.2.3 Members have until midnight the day of the December General Membership Meeting to submit their ballots for counting. Ballots submitted after that time will not be counted.
- 8.2.4 Ballots may be submitted either via email or in person. Each ballot must include the voting member's name or club membership number to verify membership and ensure each member has only one vote. Use of the printed ballot is optional. Votes can be handwritten provided the member's name or membership number is included. Member's can give their ballot to a friend or other person to submit on their behalf. Votes may also be submitted by telephone by calling the Secretary.

- 8.2.5 Once balloting has ended as defined in paragraph 8.2.3 above, the Secretary will tabulate the winners and inform the membership of the results via email.
- 8.2.6 The Secretary will maintain the confidentiality of the vote and will not disclose to which member voted for which candidate. This information will not be disclosed to the Board except at the specific request of a two-thirds majority of the Board.
- 8.3 **Recalls** – An Officer/Board Member may be recalled and removed from Office. The individual in question must be given electronic or written notification of the Board’s intention to discuss his / her case and given an opportunity to be heard at a meeting of the Board. The membership shall be advised via email that a recall vote will take place at the next General Membership Meeting. A two-thirds majority of the members present at the meeting is required for removal.

ARTICLE 9

Information

- 9.1 All members or persons anticipating membership in HMM shall be provided with a copy of the Bylaws upon request and other information as the Board shall deem necessary.

ARTICLE 10

Amendments to the Bylaws

- 10.1 Any HMM Board Member or Officer may introduce amendments to the Bylaws in writing for consideration by the Board. The proposed Amendment may be approved for a vote by the general membership based upon a simple majority of the Board. Notice of any proposed amendment approved by the Board shall be emailed to the entire membership with notification of the General Membership Meeting where a vote regarding the amendment will take place. Amendments to the Bylaws must be approved by a two-thirds majority vote of all HMM members present at the General Membership Meeting.

ARTICLE 11

HMM Flying Field Safety Rules

- 11.1 Flying Field Safety Rules are established over the signature of the President, subject to approval of the Board at a regularly scheduled Board Meeting.
- 11.2 These safety rules are applicable to all persons at the field when flight operations are in progress. Exceptions to the Field Safety Rules for special events may be considered by the Board in consultation with the event Contest

Director.

- 11.3 These rules are published and regularly updated on the HMM website. The rules are also available upon request by a member. These rules are binding upon all members after being posted on the HMM website or at the flying field. Violation of these rules may be grounds for expulsion, termination, or suspension of membership in accordance with Article 16. It is the duty of every member to familiarize him or herself with the most current rules before engaging in any activities at the flying facilities operated by HMM.

ARTICLE 12

Director Liability Limitations

- 12.1 A Director shall have no liability to HMM for monetary damages for conduct as a Director, except for acts or omissions that involve intentional misconduct by the Director, or for any transaction from which the Director will personally receive a benefit in money, property or services to which the Director is not legally entitled. If the California Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director shall be eliminated or limited to the full extent permitted by the California Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a Director of HMM existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.
- 12.2 Directors of HMM shall not be personally liable to HMM or its members, if any, for monetary damages for conduct as a Director, except for acts or omissions that involve intentional misconduct by a Director or a knowing violation of law by a Director, where the Director votes or assents to a distribution which is unlawful or violates the requirements of these Bylaws or the Articles of Incorporation, or for any transaction from which the Director will personally receive a benefit in money, property, or services to which the Director is not legally entitled.

ARTICLE 13

Indemnification

- 13.1 **Right to Indemnification** – Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal administrative or investigative, by reason of the fact that he or she is or was a Director or officer of HMM or, while a Director or officer, he or she is or was serving at the request of HMM as a Director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in any official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, shall be indemnified and held harmless HMM, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking solely to enforce rights to indemnification, HMM shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of HMM. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by HMM the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to HMM of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to indemnification under this Section or otherwise.
- 13.2 **Right of a Claimant to Bring Suit** – If a claim for which indemnification is required under Section 1 of this Article is not paid in full by HMM within sixty (60) Days after a written claim has been received by the HMM, except in the case of a claim for expenses incurred in defending a proceeding in advance of its formal disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against HMM to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The

claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to HMM), and thereafter the HMM shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of HMM (including its Board of Directors, independent legal counsel or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by HMM (including its Board of Directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement or advancement or expenses shall be a defense to the action or create a presumption that the claimant is not so entitled..

- 13.3 **Non Exclusivity of Rights** – The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its formal disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreements, vote of members, if any, or disinterested Directors or otherwise.
- 13.4 **Insurance** – HMM may maintain insurance at its expense to protect itself and any Director, trustee, officer, employee or agent of HMM or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not HMM would have the power to indemnify such persons against such expense, liability or loss under the California Business Corporation Act, as applied to nonprofit corporations. HMM may, without further membership action, enter into contracts with any Director or officer of HMM in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure payment of such amounts as may be necessary to effect indemnification as provided in this Article.
- 13.5 **Indemnification of Employees and Agents of HMM** – HMM may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of HMM with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of HMM or pursuant to rights granted pursuant to, or provided by, the California Business Corporation Act, as applied to nonprofit corporations, or otherwise.

ARTICLE 14

Accounting Year

- 14.1 HMM's accounting year shall be from January 1 through December 31 of each year.

ARTICLE 15

Titles

- 15.1 The titles and numbering of the Articles and Sections of these Bylaws are for convenience only, and do not alter, affect, or add to these bylaws.

ARTICLE 16

Resignation, Termination, Disciplinary Action, Exclusion, Expulsion, and Reinstatement of Membership

- 16.1 Any member in good standing may resign his membership by giving written notice to HMM and returning his/her gate key, if any. As stated in section 3.5 above Initiation fees and dues are not refundable.
- 16.2 If any member ceases to have the qualifications necessary for membership in HMM, his/her membership shall thereby terminate, subject to reinstatement upon restoration of eligibility.
- 16.3 Any individual may be suspended or terminated from membership by the HMM Board and Officers by a two-thirds majority vote if such suspension or termination can be made in good faith and in reasonable manner. The HMM Board must determine that:
- 16.3.1 Such individual acted or failed to act intentionally, in reckless disregard or with gross negligence; and
- 16.3.2 That the individual's act or omission constitutes one or more of the following:
- a. a violation of the HMM Bylaws,
 - b. a violation of the HMM Flying Field Safety Rules,
 - c. the individual has caused discontent among the membership,
 - d. the individual is known to bully or harass other members,
 - e. the individual behaves in a manner other members deem threatening, or,
 - f. the member has willfully brought any currently expelled member to the

field

- 16.4 If the violation is serious enough, the HMM Board and Officers can schedule an emergency or regular meeting at which it will decide by a two-thirds majority vote of those present impose an immediate temporary suspension pending the review procedure, as described in Article 16.5 below. Upon receiving a temporary suspension, the member must surrender their key and badge. Notice of immediate temporary suspension will be mailed to the member via certified mail to the last known address of the member.
- 16.5 Expulsion from membership is subject to the following procedures and rights –
- 16.5.1 A written statement of formal charges against a member suspected of such an act or omission and a written notice of proposed expulsion from membership, stating the date, time, and place where such action is to be considered by the HMM Board and Officers, shall be drafted under the direction of the President.
- 16.5.2 At least fifteen days before such action is to be considered, the written statement of formal charges and the written notice of proposed expulsion shall be mailed by certified mail to the last known address of the member. The written statement of formal charges and the written notice or proposed expulsion shall be emailed to each member of HMM Board.
- 16.5.3 The charges and proposed expulsion shall be considered by the HMM Board in a hearing at the date, time, and place specified in the notice of proposed expulsion. At the hearing, the member charged shall have an opportunity to present a defense, and a record of the proceedings shall be kept.
- 16.5.4 The vote of the HMM Board regarding the proposed expulsion shall be by secret ballot. To assure neutrality, any member of the HMM representing the member charged or representing any party aggrieved by the acts or omissions under inquiry, or anyone else deemed to have a bias in a way that would prevent them from being objective shall be disqualified from attending the hearing or voting upon the question of expulsion and the two-thirds majority vote necessary for expulsion shall be determined as if the Board were reduced by the number of its members so disqualified.
- 16.5.5 The member will be allowed to be heard by the HMM Board and Officers orally or in writing not less than five days before the effective date of the expulsion, termination or suspension. A majority HMM Board and Officers has the authority to decide that the proposed expulsion, termination or suspension does not take place. If there is not a majority in agreement, the proposed expulsion, termination or suspension will take place.
- 16.6 Any member who is expelled from membership may be reinstated to membership only by a two-thirds majority vote of the HMM Board and Officers.
- 16.7 The HMM Board and Officers shall have the authority to provide for and to impose disciplinary action for such acts or omissions described in Section 16.3.2

of this Article which do not justify expulsion from membership.

ARTICLE 17

Mandatory Arbitration

- 17.1 EXCEPT AS SPECIFICALLY STATED IN SECTION 13.5 ABOVE, AS A CONDITION OF JOINING THE CLUB, MEMBERS MUST COMMIT TO RESOLVING ANY DISPUTE BETWEEN THEMSELVES AND THE CLUB OR IT'S OFFICERS AND DIRECTORS VIA MANDATORY BINDING ARBITRATION. AS SUCH, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO MEMBERSHIP IN THE CLUB, CLUB OPERATIONS, MANAGEMENT DECISIONS, BYLAWS OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.**

ARTICLE 18

Limitation of Liability

- 18.1 ALL MEMBERS OF HMM AGREE TO A LIMITATION OF HMM'S LIABILITY. IN NO EVENT SHALL HMM OR ITS OFFICERS AND BOARD MEMBERS BE LIABLE TO ANY HMM MEMBER OR ANY THIRD PARTY FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY THEIR PARTICAPATION IN HMM, USE OF HMM FACILITIES OR THE PROVISIONS OF THESE BYLAWS, EVEN IF MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF HMM TO MEMBER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION SHALL NOT EXCEED THE TOTAL FEES PAID BY MEMBER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.**

ARTICLE 19

Member Assumption of Risk and Agreement to Hold HMM Harmless

- 19.1 ALL HMM MEMBERS ACKNOWLEDGE THAT PARTICIPATION IN HMM AND USE OF HMM FACILITIES INVOLVES INHERENT RISKS, INCLUDING RISK OF PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT PARALYSIS AND/OR DEATH, AND THEREBY ASSUME ALL RELATED RISKS AND VOLUNTARILY PARTICIPATE IN THE ACTIVITY. MEMBERS FURTHER AGREE TO HOLD HMM, INCLUDING IT'S OFFICERS AND BOARD MEMBERS, HARMLESS AS A RESULT OF ANY OF THESE RISKS.**

ARTICLE 20

Attorney's Fees and Costs

- 20.1 ATTORNEYS' FEES AND COSTS. IN THE EVENT ANY ARBITRATION, LITIGATION OR SIMILAR PROCEEDING (COLLECTIVELY, "LITIGATION") IS COMMENCED OR DEFENDED BY ANY PARTY HERETO CLAIMING, IN SUCH LITIGATION OR DEFENSE, A BREACH OF THIS AGREEMENT BY THE OTHER PARTY HERETO, AND IN THE EVENT SUCH COMMENCING OR DEFENDING PARTY IS SUCCESSFUL ON THE MERITS OF SUCH CLAIM OR DEFENSE AND SUBSTANTIALLY PREVAILS IN LITIGATION, THE OTHER PARTY SHALL PAY TO THE PREVAILING PARTY ALL COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S, PARALEGAL AND EXPERT FEES, COURT COSTS, AND COST OF EXPERTS AND INVESTIGATION, WHETHER AT TRIAL, UPON APPEAL, OR DURING INVESTIGATION, INCURRED BY SUCH PREVAILING PARTY IN PROSECUTING SUCH CLAIM OR ESTABLISHING SUCH DEFENSE.**

ARTICLE 21

Observance of Bylaws and Severability

- 21.1 HMM, the Board, Officers, members or others participating in HMM activities shall observe and obey all such Bylaws as are applicable to each of them and as amended from time to time whether or not such Bylaws or any parts thereof are registered at the Land Titles Office. If any provision or provisions of these Bylaws are or become illegal or not enforceable, it or they shall be deemed to be and shall be separate and severable from these Bylaws and the remaining provisions of these Bylaws shall remain in full force and affect as if the severable provision or provisions had not been included in these Bylaws.

ADOPTION

These Bylaws have been approved by the membership of the Hemet Model Masters on November 19th, 2022 during the regularly scheduled meeting by a two-thirds vote of the members present.

Steve Staudenmeir

Steve Staudenmeir, Secretary