

Gauntlet Golf Club Association Constitution and By-Laws

January 2010

Based upon and drawn from the Code of Virginia Title 13.1 – Corporations, Chapter 10

ARTICLE I – NAME OF ORGANIZATION

- 1.0 This association shall be known as the **Gauntlet Golf Club Association**, hereinafter referred to as ‘the Association’.

ARTICLE II – PURPOSES

- 2.0 The purpose of the Association shall be to promote the game of golf and its ancient and honorable traditions among golfers at the Gauntlet Golf Club.
- 2.1 To provide an authoritative body to organize, administer and conduct competitions among association members.
- 2.2 To provide all members access to a USGA approved handicap system.

ARTICLE III – MEMBERSHIP

- 3.0 Membership in the Gauntlet Golf Club Association shall be open to all golfers without regard to gender or age.
 - 3.0.1 Members under the age of 18 require parental approval.
 - 3.0.2 Any member subject to the United States Golf Association's (USGA) definition of a professional golfer may be subject to competitive proviso's.
- 3.1 Membership is on an individual basis and is non-transferable.
- 3.2 Membership confers no rights or privileges with respect to the Gauntlet Golf Club which is a legally separate entity.
- 3.3 Membership is an annual term requiring a fee-based renewal. The fees imposed by the Association are set by the Board of Directors (hereinafter referred to as 'the Board') prior to the beginning of each golf season.
- 3.4 Membership expires on the last day of February each calendar year, and should be renewed by March 1st to avoid a lapse in membership status.

ARTICLE IV – DUES AND FEES

- 4.0 Membership dues shall be payable annually before (or on) March 1st each year. No refund is expected for any golfer who may withdraw from the association except as may be approved by the Board for exceptional circumstances.
- 4.1 Fees for tournaments or other events are set prior to each occurrence and are required for participation.

ARTICLE V – GOVERNANCE

5.0 The association shall be governed by a Board of Directors and four officers. The legal and fiduciary role is defined as:

A director or officer of the association shall perform his or her duties in good faith and in a manner he or she reasonably believes to be in the best interests of the association, and with such care as an ordinarily prudent person in a like position with respect to a similar association organized under the State of Virginia would use under similar circumstances.

5.1 The Board of Directors shall consist of five individuals that will be tasked with representing the demographic groups of the association. Unless otherwise specified in the Constitution and By-Laws, Board approval requires a simple majority vote of the Board members present. The Director of Golf or General Manager of the Gauntlet Golf Club may not vote on matters pertaining to or directly affecting the Association's transactions or arrangements with the Gauntlet Golf Club.

- The Director of Golf or General Manager of the Gauntlet Golf Club.
- A member of the Mid-Atlantic Seniors.
- **A member of the association.**
- A member representing junior golfers (e.g., a parent of a junior member).
- A member representing women golfers.

5.2 The Association Officers are responsible for the operations of the Association and are comprised of the following positions:

- President

- Vice-President
- Secretary
- Treasurer

5.3 Terms of Office

5.3.1 Terms for Board of Directors **are for a 2-year term(opposite of the Officers terms)** except by the following exceptions:

- **Reappointment of a Board of Director member is by a majority vote of the remaining Board members for a consecutive term.**
- Resignation by an individual Director.
- The Board may remove a fellow Director through a **majority** vote of the remaining Directors.
- The general membership may vote to remove any Director through a petition signed by a minimum of 1/2 of the membership.
- Vacancies (other than vacancies stemming from a petition for removal) in the Board of Directors are filled by Board appointment.
 - Appointments require a **majority** vote by the remaining Board of Directors.
- Officers terms are for 2-years (**opposite of the Board of Directors terms**) subject to the following requirements/restrictions;
 - Officers are appointed by the Board of Directors.
 - Each appointment requires a **majority** vote by the Board of Directors.

- Vacancies are filled through Board of Directors appointment, with the term limited to time remaining on the original term.

ARTICLE VI – DUTIES OF THE BOARD OF DIRECTORS

6.0 Duties of the Board of Directors

6.0.1 The Board of Directors is responsible for the executive and fiscal management of the Association.

- The Board is responsible for maintaining and as may be necessary, changing the Association By-Laws.
 - The Board receives the annual Constitution and By-Laws review from the Law Committee for disposition.
 - The Board shall record all decisions stemming from the Law Committee's submissions and post them to the Association's web site.
- The Board is responsible for the fiscal management of the association's expenses and financial obligations.
 - The Board is responsible for accepting, reviewing, and approving the results of the annual audit.
 - Once approved, the audit results shall be posted to the Association's web site for access by the general membership.

6.0.2 The Board shall have the power to suspend or expel any member of the Association for any act or omission in violation of the Constitution or Bylaws of the Association; or where the Board deems a member's behavior to be damaging or

harmful to another member and/or the Association. The action of the Board on such cases shall only be taken upon written charges deemed sufficient by the Board upon hearing, after proper notice to the accused and upon evidence satisfactory to the Board. Suspension or expulsion requires a majority vote of the Board.

6.0.3 The Board shall have the right to remove any officer without explanation or cause. Such action requires a **majority** vote by the Board.

6.0.4 The Board shall review and set an appropriate charge for annual membership.

6.0.5 Ensure the continuity of the organization through development and recruitment of officers.

6.0.6. Board meetings shall be scheduled bi-monthly, not to exceed 8 per annum.

6.0.6 Responsibility to attend 75% of held Board meetings and cannot miss more than 2 consecutive meetings. And shall attend at a minimum, 50% of the Association meetings.

6.0.7 Mandatory participation in Club Championship tournament. Pending exigent circumstances, approval for none participation must be voted on by Board of Directors and Officers by majority vote.

6.0.8 Responsibility to conduct a minimum of 1 Sit&Go events annually.

6.0.9 Must participate as a committee member in one of the 6 major events (Club Championship, Member/Guest, Member/Member, Red Eye Opener, Turkey Shoot, Oktoberfest).

ARTICLE VII – DUTIES OF OFFICERS

7.0 Duties of Officers

7.0.1 Officers

- The President shall preside at all meetings of the association and enforce order and strict observance to the bylaws. He shall see that such appeals being made to the membership assembly are communicated as promptly as possible. He may appoint a parliamentarian to assist him during the meetings and a Sergeant-At-Arms to assist him in maintaining the meetings in order (if necessary).
 - Is an ex-officio member of all committees
- The Vice-President shall perform the duties of the President whenever the President is absent.
 - Shall serve as the **Chairperson** of the annual audit of the Treasurer's records to be performed each January.
 - Shall submit to the Board of Directors the results of the annual audit not later than the 31st of January each year..
- The Secretary
 - Is responsible for recording and maintaining the minutes of all official meetings of the Association.
 - Shall post all such minutes to the Association's web site where it shall be accessible to the general membership.
 - Shall serve **as the Chairperson of the Law Committee.**

- The Treasurer shall pay all invoices and bills only upon approved vouchers or warrants submitted through the President, and **majority** approved by the Board (present or available Directors, this does not require all serving Directors).
 - The Treasurer shall post the monthly reports to the Association's web site for access by the general membership.
 - Shall collect all fees and membership dues and also any other monies payable to the Association.
 - Shall prepare the financial books to be audited before the annual audit.
 - Shall keep the association's funds in an account with all deposits to the credit of the Association at a local bank.

7.0.2 Responsibility to attend 75% of held Officer meetings and cannot miss more than 2 consecutive meetings. And shall attend, at a minimum, 50% of the Association meetings.

7.0.3 Mandatory participation in Club Championship tournament. Pending exigent circumstances, approval for none participation must be voted on by Board of Directors and Officers by majority vote.

7.0.4 Responsibility to conduct a minimum of 1 Sit&Go events annually.

7.0.5 Must participate as a committee member in one of the 6 major events (Club Championship, Member/Guest, Member/Member, Red Eye Opener, Turkey Shoot, Oktoberfest).

ARTICLE VIII - MEETINGS

8.0 The annual meeting of the Association shall be held prior to the beginning of each annual membership term (March 1st). The time and place will be designated by the Board, and will be communicated to the membership at least 4 weeks prior to the designated date.

8.1 Monthly meetings shall be scheduled by the President.

- Meeting dates and times must be communicated to the general membership not less than 2 weeks prior to any such meeting.
- Meeting dates shall be published on the Associations web site for access by the general membership.

8.2 Order of Business

The order of business at all association meetings shall be followed as below:

- A.) Call to order
- B.) Readings of the Minutes and Approval of the Minutes
- C.) Report of the Officers and Committees
- D.) Previous (Unfinished) Business
- E.) New Business
- F.) Announcements
- G.) Adjournment

8.3 Monthly preparatory meetings, if necessary, will be scheduled by the

President. As necessary, attendance shall consist of the Board of Directors, Officers and Committee Directors.

ARTICLE IX – QUORUM

9.0 The quorum for the general membership meeting and any monthly meeting shall be the number of members present at the time the meeting is called to order.

ARTICLE X – NATURE OF COMPETITIONS

10.0 It is the intention of the Association to conduct fair and equitable competitions for all of its members. Participation in any association tournament is subject to members meeting reasonable requirements as a condition for eligibility.

- **For participation in the major GGCA tournaments, new member participants must have a minimum of 6 rounds played and posted at the Gauntlet Golf Club**
- Participation in the Gauntlet Club Championship tournament is limited to individuals who (i) are members of the Association, (ii) hold a valid handicap issued by a USGA recognized association (not required for entry into the Championship or Open flight), (iii) comply fully with USGA Rules of Amateur Status.
 - Members who are subject to the USGA definitions of 'professional status are encouraged to apply to the USGA for amateur status reinstatement.
- Member-Member tournament teams must fully comply with the USGA Rules of Amateur Status.
- Member-Guest tournament teams require both members to fully comply with the

USGA Rules of Amateur Status.

ARTICLE XI – COMMITTEES

11.0 The Association shall staff and maintain Committees deemed necessary by the Board.

11.1 The Tournament Committee is responsible for organizing and planning all tournaments.

- The Tournament Committee shall consist of a Chairperson **and other assistance as necessary**.
 - The Tournament Committee Chairperson shall be appointed by the President.
 - The Tournament Committee Chairperson and/or the President may appoint the other committee members.
 - The Gauntlet Golf Club's employee participation is limited to 1 member of the Tournament Committee.
- Rules of Play shall be prepared by the Tournament Committee for each tournament (subject to approval by the Board) and posted to the Associations web site not less than 4 weeks prior to each tournament.
- Tournament fees, expenses, prizes or any other financial commitment shall be recommended by the Tournament Committee, but must be approved by the Board.
- An annual schedule of tournaments shall be published by the Tournament Committee through the Associations web site not later than April 1st each year.
- The annual schedule of tournaments must include at least one tournament for each of the following membership groups:
 - Juniors

- Seniors
- Women

11.2 The Audit Committee is responsible for conducting the annual financial audit of the Association accounts.

- The Audit Committee shall consist of the Vice-President as Chairperson **and other assistance as necessary.**
 - Employees of the Gauntlet Golf Club may not serve on the Audit Committee.
- The annual audit is required to be submitted to the Board of Directors not later than January 31st each year.
- The annual audit is not completed until approved by the Board.

11.3 The Law Committee is responsible for the annual review of the Association's Constitution and By-Laws.

- The Law Committee shall consist of the Secretary as Chairperson **and other assistance as necessary.**
 - Employees of the Gauntlet Golf Club may not serve on the Law Committee.
- The Law Committee shall review the Association's Constitution and By-Laws, and prepare a report recommending changes. This annual report is due to the Board not later than **December 31st** each year.
 - Any member may submit a proposed change to the Association's Constitution and By-Laws in the form of writing and shall be in the hands of the Law

Committee or the Secretary not later than October 31st of each year.

ARTICLE XII – FINANCES

12.0 All monies collected or received for account of the Association shall be deposited as and when received in a local bank selected by the Board of Directors, and shall be withdrawn only by check or draft by the Treasurer **or by the co-signed Board member**, subject to the following restrictions:

- Any withdrawal requires **majority** approval by the Board; with approval recorded and posted to the Association web site.
- **Aforementioned local bank account shall be maintained with two fiduciary responsibility signatures, to include the Treasurer and a co-signed Board member.**

ARTICLE XIII – CONTRACTING OF DEBTS

13.0 No member of the Association shall contract or cause to be made in the name of this Association any debt of any nature whatsoever without first receiving proper authorization by a **majority** vote of the Board of Directors, at any regular or special meeting.

ARTICLE XIV – INDEMNIFICATION

14.0 The Association shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the Association against

all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Association; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

This Article constitutes a contract between the Association and the indemnified officers and directors. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer or director under this Article shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

ARTICLE XV – CONFLICTS OF INTEREST

15.0 The purpose of the conflict of interest policy is to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director or member of the Association or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit organizations.

15.0.1 In connection with any actual or possible conflict of interest, an officer, director or member must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the board prior to considering the proposed transaction or arrangement.

15.0.2 After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

15.0.3 The chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

15.0.4 After exercising due diligence, the Board shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

15.0.5 If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to

enter into the transaction or arrangement.

15.0.6 If the Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

15.0.7 If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

15.0.8 The minutes of the Board meeting(s) where any conflict of interest is discussed shall contain:

- The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE XVI – DISSOLUTION

16.0 In case of the dissolution of the said association, all monies contained in the treasury at the time shall be donated to the Virginia State Golf Association. No member or group of members shall have the rights to any of the monies contained in the treasury to transfer

to any other association or club.

ARTICLE XVII – ADOPTION

17.0 This Constitution shall be declared adopted by a majority of all members present at the meeting at which it is considered.