

**INLAND EMPIRE MUSTANG CLUB**  
**Spokane, Washington**

**BY-LAWS**

**As Revised: February 3rd, 2026**

## **ARTICLE I.**

**NAME:** The name of this corporation is INLAND EMPIRE MUSTANG CLUB (IEMC).

## **ARTICLE II.**

**DURATION:** The period of its duration is perpetual.

## **ARTICLE III.**

**PURPOSES:** This corporation is organized for the following purposes: to encourage and provide an opportunity to develop friendship, cooperation and pride among Mustang and Shelby automobile enthusiasts; to encourage safe, skillful and sportsmanlike driving habits; to promote, sponsor, organize and participate in activities of interest to Mustang and Shelby enthusiasts including working within the community to raise funds for the purpose of supporting various charities; and to engage in any or all such activities as are incidental or conducive to the attainment of the purposes of this charities and to exercise any and all powers authorized or permitted to be done by corporations under RCW 24.06 or any applicable laws that may be now or hereafter applicable or available to this corporation.

## **ARTICLE IV.**

**MEMBERSHIP:** Qualification, rights and responsibilities of members and the manner of their admission to membership is as follows: Membership in the IEMC shall be for individuals at least 16 years of age that are dedicated to the preservation, care, history and enjoyment of Ford Mustangs and/or Shelby-American automobiles. Ownership is not essential. Applicants shall become members upon completion of the membership application and payment of dues.

## **ARTICLE V.**

### **CLASSES OF MEMBERSHIP:**

- a) **Individual and Family:** Any Mustang or Shelby enthusiast(s) accepted for membership and having paid such annual dues and fees as required.
- b) **Charter:** All members who joined on or before January 1, 1984.

**NOTE:** Both classes of membership include one additional "associate" family member for the purpose of voting. Such individuals must reside with the member and be at least 16 years of age. Individuals, other than the member's spouse or significant other, that have reached 25 years of age are not eligible for "associate" status and must obtain their own membership.

## **ARTICLE VI.**

**DUES:** 12 Month Membership (January 1<sup>st</sup> thru December 31<sup>st</sup>) shall be;

- a) Individual and Family members: \$25.00
- b) Charter Members: \$00.00

**Payment of Dues:** Dues are payable January 1<sup>st</sup> and shall become delinquent March 1<sup>st</sup>. Individuals whose dues become delinquent and rejoin shall pay the full \$25.00.

**New Member Dues:** Shall be based on the price listed in the membership application.

### **Waiver of Dues – Military Service**

In recognition of their service and sacrifice on behalf of all Mustang enthusiasts and U.S. citizens, it shall be the policy of the Inland Empire Mustang Club that any member in good standing who;

- a) has been an IEMC member for a minimum of six (6) months, **AND**
- b) is also a member of any branch of the U.S. Military Armed Forces, Air National Guard or Army Reserve, may apply for waiver of membership dues for a period of one (1) year in the event of their re-assignment or deployment, **not including short term (under 6 month) temporary duty**, to a military facility, or area of operations, in excess of 250 miles from IEMC headquarters (Spokane Valley, WA). Requests for such waiver of dues may be submitted by the affected member, or any other active member aware of such qualifying reassignment or deployment, to the Treasurer for review and approval by a majority of Officers. IEMC dues are assessed on a calendar year basis, therefore:
  - a) Re-assignment or deployment occurring prior to September 1<sup>st</sup> of the year will result in a refund of already paid dues.
  - b) Re-assignment or deployment occurring on or after September 1<sup>st</sup> of the year will result in waiver of the ensuing year's dues.

In the event the re-assignment or deployment exceeds one (1) year, dues may continue to be waived by approval of a majority of Officers.

**Refunds:** Once payment has been deposited in the IEMC account, dues shall not be refunded without approval of a majority of Officers.

## **ARTICLE VII.**

**PRIVILEGES:** Members are entitled to all IEMC privileges.

## **ARTICLE VIII.**

**EXPULSION:** Any IEMC member that feels an individual's membership is not in the best interests of the IEMC may present their concerns to the Officers for review. Any member may be expelled for infraction of the IEMC rules, or such other causes as may be determined by a majority of Officers as being in the best interest of the IEMC. Expelled member shall be notified of their expulsion by Certified mail, return receipt requested. After such action is taken, the expelled member shall have an opportunity to appeal to the Board, in writing or in person, his/her position on any charge of which he/she shall be notified. The appeal must be received no later than ten (10) days after the member receives written notification of expulsion. The Board shall then consider, within fourteen (14) days of the appeal, whether the expulsion should stand. Unless two thirds of the Board votes to retain the member, the expulsion shall stand.

## **ARTICLE IX.**

**RESIGNATION:** Any member may resign by communicating intent to resign in writing to an Officer. His/her resignation shall be effective on receipt, provided all indebtedness to the IEMC is paid. Any refunds of dues paid will be in accordance with Article VI Refunds.

## **ARTICLE X.**

**CAPITAL STOCK:** The Corporation shall not authorize or issue capital stock.

## **ARTICLE XI.**

### **INTERNAL AFFAIRS:**

**Section 1. Voting:** To be eligible to vote, the member must be at least 16 years of age and be in good standing in the IEMC either as an individual, associate family member or charter member as classified in Article V – Classes of Membership. All actions, except those otherwise defined elsewhere in the By-Laws, shall be by a majority of those eligible voters present. Members (and their "associate" family member for voting purposes) may each cast one vote (maximum of two votes per membership). Except as hereafter provided, voting by proxy or absentee ballot shall not be allowed except with the approval of a majority of the Board of Directors in accordance with the rules they prescribe.

**Section 2. Quorum:** To conduct IEMC business, a quorum must be present. At formal meetings of the members, one-half of the Officers plus ten percent of the members listed on the roster shall constitute a quorum. At Board of Directors meetings, one-half of the Officers and 2/3 of the Directors shall constitute a quorum.

### **Section 3. Formal Meetings:**

- a) Monthly Business Meeting: Unless otherwise specified by a majority of the Board, meetings shall be held on the first TUESDAY of each month.
- b) Election Meeting: Each December the members shall meet to conduct elections. This meeting may be held in conjunction with the Monthly Business Meeting held during December.
- c) Reports of Officers and Standing Committees: Each June Officers and standing committees shall report to the membership the status of their area of responsibility. This meeting may be held in conjunction with the Monthly Business Meeting held during June.

d) Board Meetings: Notice of Board meetings stating the place, day, hour and purpose of the meeting shall be given by the Secretary to the membership not less than seven days before such meeting.

e) In addition to any provisions of the applicable laws, special meetings of the members may be called by the President or by a majority of the Officers.

**NOTE:** Routine committee meetings are not considered as formal or special meetings and therefore do not require a quorum or notification to IEMC members, other than those serving as committee members.

**Section 4. Officers:** The President, Vice-President, Treasurer and Secretary are to be elected for a one-year term running January 1<sup>st</sup> to December 31<sup>st</sup>.

**Section 5. Board of Directors:** The Board shall consist of the following ten individuals; Current President, Vice-President, Treasurer and Secretary plus the most recent available Past President, Past Vice-President and four Directors-at-Large. Directors-at-Large are to be elected on alternate years so that two are elected each year for two-year terms.

**Section 6. Nominating Committee:** The President shall appoint a Nominating Committee of three members no later than the October business meeting. The committee shall nominate candidates for Officer and Director-at-Large positions that are up for election. These nominations shall be submitted at the November business meeting. At the November and December meetings IEMC members may nominate additional candidate(s). All nominees, as of the close of the November Business meeting, shall be published in the November newsletter, or via email distribution to the members if no newsletter is being published. All nominations accepted to date shall be announced at the December meeting prior to the voting.

**Section 7. Election of Officers and Directors-at-Large:** Elections shall be held at the December meeting. Individuals shall be elected by a majority vote of the members in attendance. Members in good standing wishing to vote by absentee ballot shall request a ballot from the Secretary and return same to the Secretary prior to the election meeting.

**Section 8. Resignation:** In the event that any of the aforementioned Officers or Directors shall resign or become unable to complete his/her elected term, the Board of Directors shall appoint a member to fill the vacancy, **until the next election**, as follows:

a) President – In the case of the President's resignation or inability to complete his/her elected term, the Vice-President shall assume the duties of the office of President.

b) Vice-President, Treasurer or Secretary – The Board of Directors shall appoint a qualified replacement from the membership.

c) Past President or Past Vice-President – The most recent, available, Past President or Past Vice-President, still in good standing with the IEMC, shall be appointed.

d) Director-at-Large – Vacating the position to accept election to an Officer position (the "vacancy" coincides with the normal annual election period):

- i. In the **final** year of a two-year term – the vacant two-year term is filled in accordance with the rules governing election of Officers and Directors-at-Large.
- ii. In the **first** year of a two-year term – this creates a one-year term vacancy (necessary to maintain the alternate term sequence) which shall be filled using the results of the annual election (example: the two 2-year terms up for normal election will be filled by the two candidates receiving the most votes and the next highest vote-getter shall be deemed to be elected to the remaining one-year term).

e) Director-at-Large – Resignation or inability to complete his/her elected term, **except** as noted in d) above:

- i. As outlined above, the Board of Directors shall appoint a member to fill the vacancy **until the next election**. NOTE: if there is more than one year remaining in the term, the guidelines provided in d) ii) above shall be used to fill the one-year term created by the departure.

## **Section 9. Duties of Officers & Directors:**

- a) The President shall preside at all meetings of the members and Board of Directors and shall perform duties pertaining to this office. He/she may call special meetings of members. He/she shall be the Chief Executive of the IEMC. The President shall normally assign duties as listed in these By-Laws but may, in the best interests of the IEMC, assign duties to other individuals.
- b) The Vice-President, in the absence of the President or his/her inability to act, shall perform the duties usually appertaining to the Office of the President. The President may also request other duties be performed by the Vice-President.
- c) The Secretary shall keep minutes of monthly meetings and Board of Director meetings. These minutes shall be retained for seven years and available to the general membership. Notice of all meetings shall be given to the members as required by applicable laws or these By-Laws and shall perform all duties incidental to this office, as required by applicable laws or by the majority vote of the Board of Directors. In the absence of the Secretary from any of the said meetings, a Secretary pro-tempore shall be chosen by the presiding Officer.
- d) The Treasurer shall, subject to such conditions and restrictions as may be made by the Board of Directors, have custody of all financial records, monies, debts, and obligations belonging to the IEMC. He/she shall receive all monies of the IEMC and deposit same in the IEMC account(s). The Treasurer shall keep an up-to-date roll of all IEMC members that have paid dues. He/she shall ensure timely payment of IEMC debts. Expenditures/reimbursements shall be supported by receipts and/or IEMC approval forms. All checks, drafts, notes or other orders of payment of money shall be signed in the name of the IEMC by the Treasurer. In the absence of the Treasurer, the President or Vice President would assume these duties. Bond and/or crime insurance shall be provided at IEMC expense, if required by the Board of Directors. The Treasurer may establish an online banking account and will be the sole administrator of the account. The President and Vice President, who are also authorized check signers, will be provided the user ID and password for the online

account. The Treasurer shall print monthly account statements to be included in the Club's financial records. The Treasurer shall give a report on the financial status of the IEMC at Monthly Business Meetings and, if requested by the President, at any other meeting. At the Monthly Business Meeting the Treasurer shall also provide the Board of Directors with a report detailing expenses and income for the month and a year-to-date summary. This report shall also be made available to the membership, at their request.

- e) The Board of Directors shall perform duties, as the President shall see fit.
- f) Per RCW 4.24.264 Liability of Directors and Officers of nonprofit corporations:

- i. Except as provided in subsection (ii) of this section, a member of the board of directors or an officer of any nonprofit corporation is not individually liable for any discretionary decision or failure to make a discretionary decision within his or her official capacity as Director or Officer unless the decision or failure to decide constitutes gross negligence.

- ii. Nothing in this section shall limit or modify in any manner the duties or liabilities of a Director or Officer of a corporation to the corporation or the corporation's members.

#### **Section 10. Obligating IEMC Money:**

Except as provided below, IEMC monies shall not be expended or obligated without membership approval:

- a) Recurring Expenses:

- i. Frequently Recurring – Typically, under \$200 per expenditure, these expenses have been given prior, ongoing, approval by the Board and membership. Recurring approval by the membership is not required. Typical examples are office supplies, stamps, door prize money, etc.

- ii. Annually Recurring – Typically larger expenditures over \$200.00 occurring on an annual basis, arising in the normal course of IEMC operations. Often, these expenses are the result of committee requests. Examples include charitable contributions, funding for the IEMC's annual car show, IEMC picnic and Christmas party, INCCC Calendar Ads, etc. Annual recurring expenses (other than IMM & Legal Obligations listed below) over \$200.00 require membership approval.

- 1. International Mustang Meet (IMM) Expenses - As a member of the IMM, the IEMC is committed to representation at the annual Spring IMM meeting. As such, expenses for two IEMC representatives, as required for voting procedure by the International to include hotel, travel and food are authorized. Expenses for additional International attendees may be preapproved by the membership.

- iii. Legal Obligations – Examples include taxes, insurance and license fees. No vote required. These expenses are automatically paid.

- b) Non-recurring:

- i. Emergency Expenses Where Immediate/Timely Payment Is Required - Emergency expenditures over \$200 but less than \$500.00 require approval by a majority vote of the Board. These expenditure limits are cumulative, per month and require notification to the membership at the next monthly business meeting.
- c) Expenditures over \$500 - Other than those covered above (in Section 10) require Board Recommendation and approval by the membership.

. **Section 11. Financial Inspection:** The President shall appoint two Board members to inspect the IEMC's financial records annually. The inspection shall be performed no later than the end of February. A written report of the results shall be provided to the Board of Directors no later than the March IEMC meeting.

**Section 12. Appointment of Committees:** The President and Board of Directors shall appoint such committees as found desirable from time to time and shall outline the duties and responsibilities of such committees. All reports or action taken by a committee must be approved by a majority of the entire committee. In addition to the authority granted above, certain standing committees, as set forth below, shall be appointed by the President: ACTIVITIES, AUCTION, HEALTH & WELFARE, MEMBERSHIP and MOTORSPORTS.

### **Section 13. Conflict of Interest Policy:**

a) **Purpose:** The purpose of the conflict-of-interest policy is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization 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 conflict of interest applicable to nonprofit and charitable organizations.

b) **Definitions:**

1. **Interested Person**

- a. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. **Financial Interest**

- a. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - i. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.
  - ii. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
  - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
- b. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

- c. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

**c) Procedures:**

**1. Duty to Disclose**

- a. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

**2. Determining Whether a Conflict of Interest Exists**

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

**3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization 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.
- d. If a more advantageous transaction or arrangement is not reasonable possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization'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 in the transaction or arrangement.

**4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee 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.

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

**d) Records of Proceedings**

- 1. The minutes of the governing board and all committees with board delegated powers shall contain:
  - a.** 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 governing board's or committee's decision as to whether a conflict of interest in fact existed.
  - b.** 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.

**e) Compensation**

- 1. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- 2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- 3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

**Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**f) Periodic Reviews**

- 1. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status,

periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**g) Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**Section 14. Gift Acceptance Policy:**

Inland Empire Mustang Club solicits and accepts gifts for purposes that will help the organization further and fulfill its mission. Inland Empire Mustang Club urges all prospective donors to seek the assistance of personal legal and financial advisors in matters relating to their gifts, including the resulting tax and estate planning consequences. The following policies and guidelines govern acceptance of gifts made to Inland Empire Mustang Club for the benefit of any of its operations, programs or services.

*Use of Legal Counsel*— Inland Empire Mustang Club will seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by counsel is recommended for:

- A. Gifts of securities that are subject to restrictions or buy-sell agreements.
- B. Documents naming Inland Empire Mustang Club as trustee or requiring Inland Empire Mustang Club to act in any fiduciary capacity.
- C. Gifts requiring Inland Empire Mustang Club to assume financial or other obligations.
- D. Transactions with potential conflicts of interest.
- E. Gifts of property which may be subject to environmental or other regulatory restrictions.

*Restrictions on Gifts*— Inland Empire Mustang Club will not accept gifts that (a) would result in Inland Empire Mustang Club violating its corporate charter, (b) would result in Inland Empire Mustang Club losing its status as an IRC § 501(c)(3) not-for-profit organization, (c) are too difficult or too expensive to administer in relation to their value, (d) are for purposes outside Inland Empire Mustang Club mission. Decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the Executive Committee, in consultation with the Executive Director.

*Gifts Generally Accepted Without Review*—

- **Cash.** Cash gifts are acceptable in any form, including by check, money order, credit card, or on-line. Donors wishing to make a gift by credit card must provide the card type (e.g., Visa, MasterCard, American Express), card number, expiration date, and name of the card holder as it appears on the credit card.

- *Marketable Securities.* Marketable securities may be transferred electronically to an account maintained at one or more brokerage firms or delivered physically with the transferor's endorsement or signed stock power (with appropriate signature guarantees) attached. All marketable securities will be sold promptly upon receipt unless otherwise directed by [Name of Organization]'s Investment Committee. In some cases, marketable securities may be restricted, for example, by applicable securities laws or the terms of the proposed gift; in such instances the decision whether to accept the restricted securities shall be made by the Executive Committee.
- *Bequests and Beneficiary Designations under Revocable Trusts, Life Insurance Policies, Commercial Annuities and Retirement Plans.* Donors are encouraged to make bequests to Inland Empire Mustang Club under their wills, and to name Inland Empire Mustang Club as the beneficiary under trusts, life insurance policies, commercial annuities and retirement plans.
- *Charitable Remainder Trusts.* Inland Empire Mustang Club will accept designation as a remainder beneficiary of charitable remainder trusts.
- *Charitable Lead Trusts.* Inland Empire Mustang Club will accept designation as an income beneficiary of charitable lead trusts.

*Gifts Accepted Subject to Prior Review*—Certain forms of gifts or donated properties may be subject to review prior to acceptance. Examples of gifts subject to prior review include, but are not limited to:

- *Tangible Personal Property.* The Executive Committee shall review and determine whether to accept any gifts of tangible personal property in light of the following considerations: does the property further the organization's mission? Is the property marketable? Are there any unacceptable restrictions imposed on the property? Are there any carrying costs for the property for which the organization may be responsible? Is the title/provenance of the property clear?
- *Life Insurance.* Inland Empire Mustang Club will accept gifts of life insurance where Inland Empire Mustang Club is named as both beneficiary and irrevocable owner of the insurance policy. The donor must agree to pay, before due, any future premium payments owing on the policy.
- *Real Estate.* All gifts of real estate are subject to review by the Executive Committee. Prior to acceptance of any gift of real estate other than a personal residence, Inland Empire Mustang Club shall require an initial environmental review by a qualified environmental firm. In the event that the initial review reveals a potential problem, the organization may retain a qualified environmental firm to conduct an environmental audit. Criteria for acceptance of gifts of real estate include: Is the property useful for the organization's purposes? Is the property readily marketable? Are there covenants, conditions, restrictions, reservations, easements, encumbrances or other limitations associated with the property? Are there carrying costs (including insurance, property taxes, mortgages, notes, or the like) or maintenance expenses associated with the property? Does the environmental review or audit reflect that the property is damaged or otherwise requires remediation?

## **Section 15. Non-Discrimination Policy.**

### **Overall Policy**

It is the policy of *Inland Empire Mustang Club* to maintain a working environment free of all forms of unlawful discrimination.

### **Equal Opportunity**

*Inland Empire Mustang Club* affords equal opportunity to all employees, prospective employees, volunteers, and participants without regard to race, color, sex, gender, sexual orientation, religion, age, marital status, disability, veteran status or national origin or other criteria protected by law.

### **Inclusion**

*Inland Empire Mustang Club* is committed to providing an inclusive and welcoming environment for all members of our community and to ensuring that activities and employment decisions are based on individuals' abilities and qualifications. Consistent with this principle and applicable laws, it is therefore the *Inland Empire Mustang Club*'s policy not to discriminate in offering access to its programs and activities or with respect to employment terms and conditions on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression. Such a policy ensures that only relevant factors are considered, and that equitable and consistent standards of conduct and performance are applied.

### **Prohibitions**

*Inland Empire Mustang Club* prohibits discrimination on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, genetic information, and any other class of individuals protected from discrimination under state or federal law in any aspect of the access to, admission, or treatment of individuals in its programs and activities, or in employment and application for employment. Furthermore, *Inland Empire Mustang Club*'s policy includes prohibitions of harassment of program participants and employees, i.e., racial harassment, sexual harassment, and retaliation for filing complaints of discrimination.

### **Inquiries**

Any inquiries regarding *Inland Empire Mustang Club*'s non-discrimination policies should be brought to the attention of: **The IEMC Board**.

## **Section 16. Whistleblower Policy.**

If any employee reasonably believes that some policy, practice, or activity of Inland Empire Mustang Club is in violation of law, a written complaint must be filed by that employee with the Executive Director or the Board President.

It is the intent of Inland Empire Mustang Club to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from

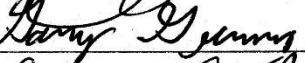
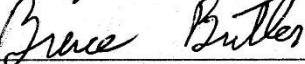
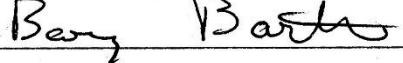
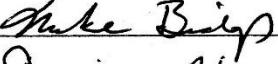
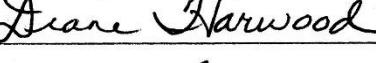
retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of Inland Empire Mustang Club and provides the Inland Empire Mustang Club with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

Inland Empire Mustang Club will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of Inland Empire Mustang Club, or of another individual or entity with whom Inland Empire Mustang Club has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

Inland Empire Mustang Club will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of Inland Empire Mustang Club that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with an opportunity to ask questions about the policy.

**(All IEMC Board Members)**

Kim Frank	(Signature):		Date: 1/6/26
Gary Gunning	(Signature):		Date: 1/6/26
Bruce Butler	(Signature):		Date: 1-4-26
Francine Dober	(Signature):		Date: 1-6-26
Tom Seep	(Signature):		Date: 1-6-2026
Jeff Larson	(Signature):		Date: 1-6-2026
Barry Barton	(Signature):		Date: 1/6/26
Mike Bishop	(Signature):		Date: 1-6-2026
Diane Harwood	(Signature):		Date: 1-6-2026
Kelly Ryan	(Signature):		Date: 1-6-2026

**Section 17. Amendment to the By-Laws:** The Board of Directors of the IEMC, or any ten active members, in good standing, by written proposals submitted to the Secretary, may propose an amendment to these By-Laws. Upon such proposal being made, a copy thereof shall be included in the notice of the next meeting of the members. If a quorum exists and

two-thirds of the members present vote in favor of the proposal at the meeting, the proposed amendment shall thereby be adopted and approved.

**Section 18. Distribution of Assets Upon Dissolution:** All assets owned by this corporation at the time of dissolution shall be donated to a non-profit or charitable organization or cause not inconsistent with applicable laws.

**Section 19. IEMC Name and Address:**

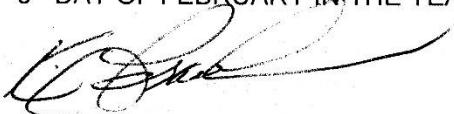
Inland Empire Mustang Club

P.O. Box 13591

Spokane Valley, WA 99213-3591

AS APPROVED AND ADOPTED BY THE IEMC MEMBERSHIP

3<sup>rd</sup> DAY OF FEBRUARY IN THE YEAR 2026



Kim Frank

PRESIDENT

INLAND EMPIRE MUSTANG CLUB (IEMC)