

## **Porsche Club of America, San Diego Region Standing Rules**

Purpose .....	2
Definitions.....	2
Designees .....	2
Membership.....	2
Membership List.....	2
Committee Chairs.....	3
Elections .....	3
Minutes.....	4
Windblown Witness .....	4
Copyright and Reprints .....	4
Commercial Advertising .....	4
Classified Advertising.....	5
Distribution .....	5
Web Site .....	5
Commercial Advertising .....	6
Forum.....	6
E-Mail Distribution List .....	6
Club E-Mail Addresses.....	7
Archivist .....	7
Club Property.....	7
Funds .....	7
Event Budgets.....	8
Expense Reimbursement .....	9
Performance Driving Events .....	10
Rules .....	10
Refunds .....	10
Policies.....	11
Autocross Driver Classification.....	12
Taste of the Track .....	12
Other Events .....	13
Mail.....	13
Charity .....	13
Logo.....	14
Goodie Store.....	14
Taxes.....	15
Insurance and Waiver Agreements.....	15
Awards.....	17

## ***Purpose***

Standing Rules represent Board decisions in the areas of finance, contracts, and Club culture. These decisions remain in effect until changed by further Board action; the end of the current board's term; or a revision of the region's bylaws or a change in governing law that invalidates them. At the beginning of each year, the incoming Board should review and affirm that these rules are in effect for their term. These rules are subject to modification by the Board whenever the circumstances warrant.

## ***Definitions***

References to the SDR newsletter are understood to refer to the *Windblown Witness*, which is the official monthly publication of the Club.

References to the SDR web site are understood to refer to the Club's official web page at [www.pcasdr.org](http://www.pcasdr.org) and subsidiary pages.

References to members are understood to refer to members in good standing of SDR. Except where distinctions are made, the term includes both Primary and Secondary members, as defined in the Bylaws.

References to the Board and to directors are understood to refer to the duly elected Board of Directors, and to the members of that Board.

References to chairs are understood to refer to committee chairs appointed by the President and approved by the Board in accordance with the Club's bylaws.

## ***Designees***

In each case where duties are ascribed to a particular chair, it is understood that those duties may be assumed by a designated assistant, except in such instances where it would conflict with the bylaws. If a chair delegates duties to a designee, the chair nevertheless remains responsible for ensuring that the duties are discharged as required. Although directors (notably the treasurer and secretary) may designate deputies, such deputies may not serve in the director's place for purposes of voting or forming a quorum of directors.

## ***Membership***

SDR does not offer "dual memberships" to members assigned to other PCA regions. However, subscriptions to the *Windblown Witness* are available to anyone on a paid basis. All PCA members are welcome at SDR events.

No member of the Club shall make representations on behalf of the Club that are inconsistent with the Bylaws, these Standing Rules, or the Board's directives. Unless specifically authorized by the Board, members of the Club are not to presume to speak on behalf of the Club nor to ascribe their personal opinions to the Club at large. However, committee chairs are authorized to represent the Club in their areas of authority, consistent with the Bylaws, Standing Rules, and Board directives.

New members and members who renew their PCA membership at their first anniversary will receive a coupon good for up to \$40 off the PCA-SDR entry fee for any SDR event. Coupons may be used for only one event and expire one year after issuance.

## ***Membership List***

The membership list for the San Diego Region is sent to the Membership Chair by the PCA national office. The San Diego Region does not maintain an independent membership list. All membership renewals and cancellations or inquiries about dues, etc. should be directed to the PCA national office.

Members' names and their contact information are confidential. Under no circumstances shall such information be used for commercial purposes.

Any list of Club members shall not be distributed for any reason to outside organizations (aside from the mailing service designated to mail materials on behalf of the Club). Within the Club, information shall be distributed on a strict need-to-know basis.

The Board may periodically authorize publication of a roster of members, for distribution to directors and committee chairs and others as the Board may direct. This roster is for use to further club business only, and is not for general distribution. Such lists shall include prohibitions against commercial use.

The membership chair annually will prepare a list of all complimentary newsletter subscriptions and review the list to remove entries that are no longer appropriate.

### ***Committee Chairs***

Each committee shall have either a Committee Chair or Co-chairs. The chair(s) shall serve as the representative of the committee and be responsible to the board. All committee chairs are expected to attend Board meetings or to ensure that a designee is present.

The President shall designate one Director to serve as liaison for each committee. The liaison is responsible for ensuring that the committee chairs understand the scope of their duties and follow the policies outlined in the Bylaws, these Standing Rules, and PCA's Region Procedures Manual. At the start of each year, each Director should meet or otherwise communicate with the assigned committee chairs to review the policies, discuss procedures, and answer questions, emphasizing the procedures for requesting funds and obtaining reimbursement.

Committee chairs should be encouraged to volunteer to serve for two consecutive terms, and the Board is encouraged to appoint qualified volunteers for two consecutive terms. During these terms, the chairs should search out and train their replacements. During the first term, committee chairs should identify a candidate to replace themselves. If this candidate is approved by the subsequent Board, then in the second term, the candidate would become a co-chair. The senior chair(s) should mentor the junior, who would then become the senior chair in the following year. This process is especially important for the positions that entail major responsibilities such as Chief Driving Instructor or Autocross Chair.

The Board should actively encourage chairs to rotate positions and should seek out new volunteers after two years. Limiting the terms of chairs prevents volunteer burnout, gives new or interested members a chance to contribute, and prevents the problems of entitlement, ownership, dominance, and the abuse of power that can befall a club. New volunteers bring fresh ideas and innovative techniques, which encourages evolution and growth in Club activities. Encouraging the Club to solicit new volunteers helps to ensure that there is always a large pool of experienced and qualified volunteers to support Club goals and maintain the quality and scope of events.

In accepting a Committee position, club members consent to the distribution of their contact information as deemed necessary by the Board for the performance of their duties.

### ***Elections***

Candidates for the Board may submit statements describing their qualifications for publication in the *Windblown Witness*. The chair of the nominating committee, in conjunction with the editor, shall establish and announce the maximum statement length. Statements in excess of that length will be truncated. In all other respects, the statements will be published unedited, including errors. Statements must be submitted by a date and time announced by the editor. Statements received after the deadline will not be published.

## **Minutes**

The Secretary shall be responsible for preparing minutes of all Board meetings. The minutes should contain the details of all Board votes and decisions, and of significant discussions and presentations. The Bylaws require these minutes to be preserved in written form in the Club archives. To shield the Club's business from undue scrutiny by outsiders, a second, less formal description of the meeting, omitting financial or other sensitive information, should also be prepared for publication in the *Windblown Witness*. The editor may revise this version for style, grammar, and readability, subject to approval by the Secretary. San Diego Region members shall be furnished with a copy of the formal minutes upon request.

## **Windblown Witness**

The *Windblown Witness* is the official publication of SDR. It is published monthly with the goal of being mailed during the last week of the month.

The editor is granted control over the publication's content, format, production, and distribution, consistent with the Club's Bylaws, the Standing Rules, the Board's directives, and the President's review. The editor is authorized to produce issues of up to 32 pages per month, plus covers. Any larger issue requires approval by the Board.

All submissions are subject to editing. Anyone who submits an article for publication is deemed to have agreed to editing.

There is no guarantee that all submissions will be used. Preference is given to materials that are received on time and require a minimum of editing. Priority is given to materials submitted by SDR members; other material may be used as deemed necessary by the editor.

Author biographies, if any, should be brief and free of overt advertising. *Acceptable*: "Fred Wilson is a mechanic at Waldo's German Car Service, a service facility specializing in Porsches and BMWs. He can be contacted at 619-555-1234."

The newsletter will not publish articles that disparage any product, company, or individual.

## **Copyright and Reprints**

SDR grants blanket permission to other regions of PCA to reprint articles from *Windblown Witness*, provided that the authors and publication are credited.

A copyright notice in the front of *Windblown Witness* covers all submissions. The standard copyright notice grants reprint permission to other PCA regions. If an individual author does not wish to grant such permission, the editors will include a line at the end of the article stating, "Permission to reprint withheld by author."

When articles are reprinted from other publications, the editor must ensure that the original source has granted reprint rights. (This is especially important when reprinting from a secondary source.) Reprints should credit the author and the original publication, and should include the publication's copyright notice if required. A simple credit line might read: Reprinted from <pubname> (<Clubname>), <publication date>.

## **Commercial Advertising**

The editor may refuse advertising that the editor believes may reflect unfavorably on the Club or its members.

Rates for commercial advertising shall be established by the Board. Discounts may be offered for long-term contracts and/or prepayment.

Each advertiser shall receive one or more copies of each issue in which its advertising appears. The Witness business manager shall forward a composite list to the membership chair in advance of publication, in order that the advertisers may be added to the mailing list and mailed at the most favorable postage rates. If advance copies are not sent, the business manager will send copies or tear-sheets after publication.

Vendors may display at Club events only with the approval of the event chair. In general, only event sponsors and advertisers will be permitted to display.

### ***Classified Advertising***

Members may submit non-commercial classified ads for Porsche-related merchandise at no cost, subject to space availability. Classified ads are submitted online, for publication on the Club's website and in the newsletter. Free ads currently are limited to 25 words. The editor may establish reasonable restrictions on length, style, and frequency of submissions. Except as noted below, ads of a commercial nature will not be accepted.

Classified ads from non-members will be published for a fee established by the Board, on a space-available basis.

### ***Distribution***

All Primary members with domestic mailing addresses shall receive a subscription to the *Windblown Witness* as a benefit of membership. Copies of the *Windblown Witness* will not be distributed outside the U.S., with the exception of military post offices. Distribution of additional copies to members serving in armed forces overseas may be authorized by the Board as circumstances warrant.

The *Windblown Witness* is distributed as a benefit of membership in SDR, or on a subscription basis. The subscription price for non-members is \$36.00 annually.

The membership chair is responsible for ensuring that up-to-date membership information reaches the mailing service in time for distribution. To ensure continuity of service and to allow for delays in the membership renewal process, the newsletter will be sent to region members for one month after their membership expires.

At the discretion of the editor and Board, additional copies shall be mailed or sent electronically to other PCA regions, to PCA national officers, and to organizations or individuals with whom the Club has a mutually beneficial, ongoing relationship. Where feasible, such subscriptions shall be addressed by office (e.g., "Sales Manager"), and shall be mailed to the organizations' addresses.

Extra copies of the *Windblown Witness* may be distributed through major advertisers at no cost.

### ***Web Site***

The Club shall maintain a web site at [www.pcasdr.org](http://www.pcasdr.org). This site is intended to provide information for SDR members and to provide information about SDR and its activities to non-members.

The webmaster is chartered with ensuring that the web site contains complete and timely information, and reflects policies established and approved by the Board.

Access to some portions of the web site may be restricted to SDR members only.

Telephone numbers of Club members will not appear on the web site without explicit authorization by the member. E-mail addresses may be listed unless the member explicitly requests they be suppressed.

Links to organization that have a strong natural connection to SDR or PCA may be placed on the web site at the webmasters or boards discretion. Examples of this are non-profit organizations such as the San Diego Auto Museum, or business entities such as Porsche AG. All links will be removed upon request.

All organizations are responsible for creating and submitting an electronic file with the proposed artwork in the appropriate size and data format as specified by the webmaster. Applications for web site links should be sent to: [webmaster@pcasdr.org](mailto:webmaster@pcasdr.org).

### ***Commercial Advertising***

The webmaster may refuse advertising that the webmaster believes may reflect unfavorably on the Club or its members.

Rates for commercial advertising shall be established by the Board. Discounts may be offered for long-term contracts and/or prepayment.

Vendors may display at Club events only with the approval of the event chair. In general, only event sponsors and advertisers will be permitted to display.

### ***Forum***

The Forum area of the web site is designed primarily to allow members to comment on issues affecting the Club, and to allow members to solicit technical advice from one another. This area is open to all members of SDR who have provided valid registration information and accepted the conditions of use. Any registered member may post messages on the Forum. All messages posted should include the full name of the posting individual.

Topics discussed on the Forum are expected to relate to the overall purpose of SDR. Messages of a commercial nature are inappropriate, as are messages containing offensive or abusive language, and those that disparage any product, company, or individual. Classified ads should only be displayed in the classified section of the web site, not on the forum.

The webmaster may establish reasonable restrictions on length, style, and frequency of messages. The webmaster may edit or remove messages as necessary to ensure posting restrictions are adhered to.

The webmaster will warn members who violate the posting restrictions. Repeat offenders may be denied access to the Forum.

When information is posted from other sources, the webmaster must ensure that the author and source have granted permission for doing so. (This is especially important when posting information from secondary sources.) The posting should credit the author and the original source, and should include the source's copyright notice if required.

Policies relating to use of the Forum should appear prominently on the web site as well as in the registration agreement.

### ***E-Mail Distribution List***

SDR will inform members of coming events and last-minute changes to the events or the schedule through an electronic mail service. Distribution of messages will be controlled by an "eMaster" designated by the Board.

SDR shall use the email service provided by the national PCA organization. The policies and terms of use shall be those designated by national. The San Diego Region does not maintain an independent email list. Members are encouraged to keep their contact information current with national and may opt-out of receiving the emails by so designating in their national membership account.

## ***Club E-Mail Addresses***

The Club will provide generic e-mail addresses for officers, the Board, and committee chairs. (Example: [secretary@pcasdr.org](mailto:secretary@pcasdr.org)). Members acting in official capacities are encouraged to use these addresses. This ensures that messages will get rerouted to the appropriate party as assignments within the Club change.

## ***Archivist***

The Archivist collects and maintains archival copies of all paperwork and items of significance to the Club. These items include but are not limited to: financial records, treasurer's reports, minutes of all Board meetings and Special Meetings of the Members, articles of incorporation, bylaws, designation of agent for service of process, designation of principal place of business, tax returns and statements, annual reports, insurance waivers, and general correspondence.

The Archivist also serves as the Club's agent for service of process. When the Archivist receives documents on behalf of the Club, the Archivist shall immediately notify the Board.

## ***Club Property***

The Equipment Chair maintains the Club's trailer and the equipment for track events, which normally is stored within it. The Treasurer shall maintain an inventory of all Club property, including rally equipment, computer hardware and software, tools, electronic equipment, intellectual property, durable party supplies (e.g., coffee urn), etc.

Each September the Treasurer shall contact all of the Committee Chairs and request a list of Club property in their possession. Committee Chairs shall provide a list of the equipment in their committee's possession and its condition. The Autocross Chair and Equipment chair shall designate someone to inventory the contents of the club's trailer and provide the list of inventory stored there to the Treasurer.

The treasurer shall be responsible for seeing that SDR-owned equipment is adequately insured. If the Board elects to purchase service contracts on certain equipment, the treasurer shall notify the Board when any contracts are due to expire in time to arrange renewals if desired.

SDR equipment shall neither be used for purposes other than the business of SDR, nor loaned or rented to any other individual or organization without the explicit consent of the Board. SDR equipment must at all times be in the custody and under the operation of SDR members; non-members are not permitted to transport or borrow the equipment. The Board may choose to share any rental fees with the member(s) who maintain custody of the equipment.

Club-owned radios may be used for tours and caravans, provided that the usage would not interfere with their intended purposes at competitive driving events and that adequate safeguards are in place to protect the Club's property.

## ***Funds***

SDR's funds are maintained in a checking account, and in various interest-bearing instruments. Disbursements of funds require the signature of the treasurer or president, unless the Board authorizes otherwise. The Board may authorize the establishment of separate accounts for specific purposes, which shall operate under the general guidance of the treasurer. A reserve of at least \$20,000 should be maintained at all times.

Any member who receives funds on behalf of SDR, whether in the form of cash, check, or credit card, shall promptly either send the funds to the treasurer for recording and banking, or deposit the funds in SDR accounts and notify the treasurer of the transaction.

If cash cannot be turned over to the treasurer promptly, the member handling the cash should convert it to a check or money order payable to SDR, which is turned over at the earliest opportunity.

A service charge of \$10 will be assessed against any member whose check is returned by the member's bank.

Any member who fails to make timely payments for commercial advertising in the *Windblown Witness* will be ineligible to participate in Club events until the delinquency is corrected.

### ***Event Budgets***

Generally, events shall be planned to generate enough revenue to cover or exceed their costs. Exceptions include non-revenue generating events which the club subsidizes with prior approval of the Board. If the Board has pre-approved a subsidy for an event, the budget for that event should break even when the subsidy is factored in.

Any activity requiring expenditure of Club funds shall have a budget approved by the Board. The budget shall contain detailed good-faith estimates of the activity's income and expenses, with documentation of assumptions such as attendance.

Budgets shall not contain miscellaneous or similar categories for expenses in excess of \$100. Such categories should be broken down into more specific entries. The Board may modify submitted budgets prior to approval.

No Club funds may be spent without an approved budget. Recurring expenses (e.g., *Witness* publication, membership mailings, etc.) may be authorized with standing budgets without requiring monthly approval.

Any event or series of events requiring unusual amounts of members' time may plan for a post-event celebration for workers, provided that the celebration is included in the event budget.

If an event chair suspects that an event's profit or loss will differ from the approved budget by more than 10%, the chair shall promptly notify the Board, which may revise the budget or cancel the event as it deems desirable.

After the activity has occurred, the event chair shall submit a reconciliation, showing the approved budget and the actual expenses, with explanations of any significant deviations. The reconciliation must be submitted for approval as soon after the event as all expenses and income are known. Reconciliation of standing budgets shall be submitted monthly unless other intervals are requested by the Board.

The Board will vote whether to accept the reconciliation. If the reconciliation is not approved, no expenses in excess of the original budget will be paid.

All budgets and reconciliations shall be submitted to the Board for consideration at least three days prior to the meeting at which approval is sought.

Any budget that requires signing a contract or purchase order must so indicate in the budget request. The Board may authorize the event chair to negotiate and sign the contract(s), or may ask to review all contracts before signing. Except when otherwise authorized, all contracts shall be signed by one of the Club's four officers.

Materials distributed in conjunction with an event shall not bear commercial advertising except for that of approved event sponsors. All sponsorships must be pre-approved by the Board as part of the

budget process; chairs should not enter into sponsorship agreements without Board approval. Sponsors may provide non-cash support (printing, trophies, web hosting, etc.) in lieu of or in addition to financial consideration.

### ***Expense Reimbursement***

The Club is a volunteer organization. Per the Bylaws, volunteers are not paid for their time; they serve without compensation. In addition, volunteering to assist in the Club's operation carries with it obligations and responsibilities, including the expectation of absorbing some incidental expenses that may be incurred in the performance of Club duties. Examples of these include, but are not limited to: vehicle mileage, gasoline, telephone expenses and lodging. Expenses such as these normally are not reimbursed. They may be considered for reimbursement only if presented and approved by the Board in advance, as separate line items in the event's proposed budget. In weighing such requests, the Board will consider the nature of the expenditure and its impact on the success or quality of the event, independent of the size of the event or its profitability. The Board will also consider whether these expenses are normal and expected for participating in the event. Expenses commonly incurred by event participants are not normally reimbursed.

Expenses made in the Club's name for material goods (office supplies, postage, or the acquisition of equipment, etc.) are generally reimbursed when they are integral to Club activities and approved by the Board. Members are expected to seek advance approval of any expenditures on behalf of the Club, since the Club is not obligated to approve reimbursements retroactively.

Any committee may spend up to \$75 per month for necessary committee-related expenditures with the approval of the committee's chair(s). Board members are also allowed up to \$75 per month for expenditures necessary to conduct Board business. Unless approved in advance by the Board, this privilege should not be used for expenses mentioned above that volunteers are expected to absorb themselves, such as mileage and lodging, etc. The treasurer shall monitor such requests for reimbursement, and should bring any request that does not conform to these guidelines to the attention of the Board, which may approve or deny the request. Additionally, this allowance shall not be used for meals or beverages. If meals or beverages expenses are incurred during or are related to doing club business, chairs must submit a request for reimbursement to the board for approval. Chairs should be aware that if such requests are deemed extravagant by the board, they may be denied.

Requests for reimbursement shall be made to the treasurer, and should include documentation to support the reimbursement request. The treasurer should refuse to reimburse undocumented expenses.

Reimbursement requests should be made promptly after incurring the expense. Members who incur regular expenses on an ongoing basis should submit expense requests in batches covering not more than three months.

The Equipment Chair shall be reimbursed for expenses incurred in towing the trailer to and from events. Estimated costs shall be included in the events' budgets.

Members who host the monthly Club meeting are authorized to spend and request reimbursement for expenses up to a maximum of \$350.00 without further approval. This is not to include alcoholic beverages as the club does not provide these at the monthly Club meetings. Members are allowed to bring their own alcoholic beverages, if they so desire, and it is permitted and legal to do so at the meeting venue. Attendees are encouraged to donate \$5 at the board meetings to help defray the cost of providing the meal.

## **Performance Driving Events**

The Term “performance driving events” refers to Autocrosses, Driver Education events (DEs), Time Trials, and the Performance Driving School.

### **Rules**

Generally, Autocrosses, DEs, and Time Trials presented by San Diego Region will be conducted in accordance with the Zone 8 competition and safety rules. Autocross safety requirements shall apply to the Performance Driving School.

There are specific exceptions to the zone rules for regional events and the regional series. These are as follows:

- Our regional Event Chair(s), Rules Chair(s), Tech Inspector(s) and Safety Inspector(s) shall comprise a committee to substitute for the Zone 8 Protest, Competition, and Rules committees.
- The region will not pay the zone per entrant fee; except for any event declared a Zone 8 event by the Board.
- Results shall be sent to the region webmaster and newsletter editor.
- The Event Chair(s) shall determine how many of the year’s events qualify for the year-end series. This shall be advertised in the first three months of the year. To be eligible for a year-end award in a class for a series (AX or TT), drivers must participate in at least 51% of the qualifying events for that year in that class and series.
- If the Event Chair(s) find any part of the zone rules inappropriate for a regional event, they may ask the SDR Board of Directors for a variance. Approved exceptions to the rules shall be documented in the meeting minutes.
- To participate as a novice in DE, the entrant shall demonstrate that they have competed in at least four (4) days of PCA Autocross or Drivers School type events, or their equivalent. This requirement may be waived for events that include additional novice educational activities, such as: additional classroom sessions, driving exercises, and special run group and track procedures.

Other than as stated in these exceptions, the Zone 8 rules shall be followed for regional events.

Note however, that any event declared a Zone event by the SDR Board of Directors (in conjunction with the Zone staff) must follow the Zone rules in their entirety or obtain a variance from the Zone Rules Committee in advance (per the Zone rules).

### **Refunds**

For any driving event other than the PDS, if a driver withdraws from the event prior to its start or is unable to complete the first run group or session, a full or partial refund may be granted at the discretion of the event chair.

It is the responsibility of the driver to request a refund. Normally, fees due to be refunded can not be applied to future events.

#### *Autocross, Time Trial or DE at the stadium*

If a stadium driving event has *not* already started (*i.e.*, cars have not started driving on the track) and is cancelled for any reason, all drivers will be reimbursed for event fees already paid.

If the event organizers are forced to stop a stadium driving event after it has already started (*i.e.* cars have started driving on the track), refunds may be granted at the discretion of the event chairs.

### *Performance Driving School*

For the PDS, a cut-off date for student cancellation is specified prior to each event. Cancellations after the stipulated cut-off date will *not* normally be reimbursed unless the student's place can be filled with another paying candidate who is qualified to attend the school. "No-shows" are not normally eligible to receive refunds. Under extreme circumstances, refunds may be granted at the discretion of the CDIs.

### ***Policies***

Noise readings from Autocross, Driver Education, Time Trial and PDS events at Qualcomm Stadium will be monitored by the Event Chairs or their designees for use in refuting any noise complaints that may be filed. The noise limit at Qualcomm Stadium is 93 decibels.

Only registered drivers and instructors are allowed on the track unless participating in a "Track Tour" or "Taste of the Track" program as described in the Zone 8 rules.

Any driver who does not attend the drivers meeting will not be permitted to drive in that event. The event chair may waive this requirement only under exceptional circumstances. Denial of driving privileges under this clause is not considered cause to issue a refund.

The Club will pay to recharge a member's fire extinguisher that is used on a fire at an event.

To ensure their safety and proper training, if the event requires students to corner-work, instructors must work the corner with their students until the instructor determines that their students can safely corner-work on their own.

Members may enter cars other than Porsches in Autocrosses, DEs, and Time Trials with the consent of the event chair.

### *Autocross*

The event chairs may impose penalties on any corner worker who reports late or fails to report for an assignment.

Minors aged 16 or 17 may participate in Autocross only according to the rules of the Junior Participation Program.

Non-members may drive in their own vehicles of any make with the consent of the event chair. Non-members must sign the waiver and comply with all event rules. Additionally, they must have previous autocross experience and pass a check ride. An additional fee of \$10 will be assessed for non-members.

Regional Autocross events will be limited to a maximum attendance of 130 Drivers. This shall not apply at events declared to be Zone events

The Top Time of Day and Top Ten competitions shall be restricted to Porsche vehicles only.

### *Time Trial and DE*

Non-members may drive in their own vehicles of any make with the consent of the event chair. Non-members must sign the waiver and comply with all event rules.

The Top Time of Day and Top Ten competitions shall be open to all registered vehicles.

### *Performance Driving School*

The intent of the PDS is to improve Club members' driving skills in Porsche cars. In general, students must be PCA members in good standing. The event chair may approve participation in a non-Porsche only under exceptional circumstances. Minors aged 16 or 17 may participate only according to the rules of the Junior Participation Program and with the approval of the event chair.

## **Autocross Driver Classification**

### *Students*

Autocrossing is an inherently risky activity. Because of this safety issue, the region strives to ensure that all participants have the necessary skills to participate. Any driver who has not completed four SDR autocrosses or equivalent is classified as a student, and must be accompanied by an instructor except on timed runs. The SDR Performance Driving School is considered equivalent to two autocrosses.

### *Drivers*

Once the four-autocross requirement has been met, students will advance to become “drivers.” They will no longer require instructors to participate; however, they may always request one. Instructors will be provided to drivers if available, with students having priority.

Participants with experience elsewhere may be exempted from the four-autocross requirement by completing a check ride with an SDR instructor. Upon successful completion of the check ride, the instructor must notify the registrars, who will swap the student’s wristband for a driver wristband and update the registration database. The purpose of this check ride is to ensure that drivers new to our region learn our rules and procedures. In addition, it satisfies safety concerns by having them demonstrate that they are competent autocross drivers.

### *Instructors*

To become Autocross Instructors, drivers must satisfy the following requirements and qualifications:

- They must be PCA members in good standing.
- They must have driven in at least eight autocrosses or equivalent during the two years prior to their application to be an instructor.
- They must have attended the classroom portion of a SDR Performance Driving School.
- They must pass a written test to demonstrate that they understand the responsibilities of a driving instructor and the basic principles of driving instruction.
- They must satisfactorily complete two simulated instruction sessions with different CDIs or their designees playing the role of student.

San Diego Region accepts PCA National Certified DE Instructors, or their equivalents as determined by the CDI.

## **Taste of the Track**

### *Time Trial and DE*

The Taste of the Track program shall be available at DE & TT events as outlined in the national DE Guidelines.

### *Autocross*

For Autocross, a similar program shall be available. The objectives of this program shall be twofold:

- To provide a means for introducing member and non-members to the various aspects of autocrossing with San Diego’s PCA Region through a “guest-rider” approach that is both educational and informative.
- To encourage experienced AX attendees to become Club AX instructors.

To be a “guest rider,” the following requirements must be met:

- Be registered and sponsored by a PCASDR instructor

- Pay a \$10 entry fee.
- Be at least 18 years of age
- Sign the event waiver
- Obtain and wear a guest-rider wristband
- Wear an approved helmet while riding with instructor on the track
- Comply with all Club event rules

The guest-rider must be “sponsored” by an instructor who will familiarize the guest-rider with the program and AX rules, regulations, etc. Sponsoring instructors will also be responsible for securing instructors to provide rides. Registration of the guest-rider must be done the morning of the AX event at the trailer through Registration. Once Registration closes for the morning, no additional registrations will be accepted for that day’s event. The entry fee will include the use of an approved loaner helmet.

Guest-rider participants will be encouraged to familiarize themselves with the basics of autocrossing, track driving, track rules and event vocabulary through attending the morning tech session, track walk, driver’s meeting, corner working and riding with their instructor at appointed track times. The sponsoring instructor will also assist in the guest-rider’s education by providing additional information as desired by the participant. Participation in any specific aspect of the autocross experience will be at the guest-rider’s discretion.

### ***Other Events***

San Diego Region rallies and concours will be conducted in accordance to the Zone 8 rally and concours rules when they are sanctioned as Zone 8 events. Chairs of events that are not Zone-sanctioned are responsible for determining and disseminating event rules consistent with PCA insurance requirements.

Drivers in rallies and tours must be at least 18 years of age and possess a valid state driver license and car insurance. Minors aged 16 and 17 may participate as navigators in rallies according to the rules of the Junior Participation Program. Minors below 16 years of age are not allowed in a participating car during a Time-Speed-Distance rally, however they are allowed as “back seat” passengers in gimmick rallies.

Passengers of any age are allowed on a tour as long as the appropriate waivers are signed.

### ***Mail***

Although the Club’s official mailing address is the address of the Archivist, officers’ home addresses or PO Boxes rented by the club may be used for routine correspondence, and are published in the newsletter.

### ***Charity***

The Charity chair(s), with the approval of the Board, shall select the charities the Club will support during the year.

The Club's charitable activities shall be limited to donations of goods and services, i.e. collection of non-cash donations of items of nominal value (less than \$100) that are to be passed directly to the charity, or volunteer labor for the benefit of the charity.

Any fund-raising, charitable auctions, or other deviations from this policy must be reviewed and approved by the Board after taking in to consideration the tax consequences of charitable fund raising.

For members that prefer donating cash, the Club encourages direct donations to the charity of their choice.

### ***Logo***

The SDR logo features a semicircle with three horizontal bands, which are (from top to bottom) red, yellow, and black. The red and yellow colors should approximate the Porsche paint colors of Guards Red and Speed Yellow.

Located completely within the center band is a white seagull, outlined in black. Above the semicircle are the words “Porsche Club of America” in black. Beneath the semicircle are the words “San Diego” in red. The lettering beneath the semicircle is wider at the bottom than at the top.

The semicircle may be outlined in black, or may be rendered without an outline. The individual color bands should not be outlined. The red letters beneath the semicircle may be outlined in black, or may be rendered without outlines.

When the logo is used on a background color that would cause the lettering to be difficult to read, either or both of the sets of letters may be changed to white. No other deviations in color or design are permitted.

The Club logo is intended for use on SDR letterhead, banners, publications, and other items as may be approved by the Board. Logos may be used by directors, officers, and committee chairs on business cards that identify the Members and their positions in the Club. The Board may also authorize use of the logo by event sponsors on materials related to Club events.

The logo may be used by individual members only when acting in an official capacity as an officer or in some other officially delegated or sanctioned position on behalf of SDR, and only as prescribed elsewhere in this Rule. Items bearing the logo are to be used only in the conduct of Club business, and should not be associated with any other business or organization. For example, a Member would not be permitted to use the SDR logo on a business card for an automotive repair facility.

SDR will maintain the official version of the logo and will supply it as needed in various camera-ready and machine-readable formats. The Club will also maintain monochromatic and gray-scale versions of the logo for applications such as black-and-white publications, engraved awards, and similar uses. Members should use only the official logo versions, and should not create or disseminate derivatives or alternate versions without explicit authorization by the Board.

### ***Goodie Store***

The Goodie Store is operated for the purpose of making available to Club members merchandise bearing the SDR logo, as well as other items offered as a convenience to members. Producing a reasonable profit is a desirable but secondary goal. The Chair may acquire items for inventory as approved by the Board, and may establish prices for merchandise.

The Club has a resale license, which allows the Goodie Store to purchase products for sale without paying sales tax. However, the Club is responsible for paying sales tax on the merchandise it sells. Prices must be set high enough to cover the tax liability in addition to the costs and desired profit. The treasurer must report and pay to the Board of Equalization by January 31 of each year the taxes for the preceding calendar year.

To avoid potential liability issues, the Goodie Store will not sell car parts.

## **Taxes**

Porsche Club of America-San Diego Region, Inc. was incorporated in California on July 17, 1959 as a California Nonprofit Mutual Benefit Corporation, under state law. However, it does not have federal or California tax-exempt status. The region is a 501(c)(7) organization for tax purposes. Therefore, PCA-SDR is responsible for paying federal and state corporate income taxes on an annual basis using federal form 1120 & state form 100.

To minimize the Club's tax liability, the treasurer shall present reports as the year-end approaches, allowing the Board to keep income and expenses in balance. Tax returns (IRS Form 1120S and California Form 100S) must be filed by March 15 of each year. Estimated taxes (IRS Form 1120-W and California Form 100-ES) must be paid by the 15th of April, June, September, and January to avoid penalties. The treasurer is responsible for ensuring that these forms and payments are filed on time.

Under state and federal laws (as of 2005), if the Club donates more than 10% of its *modified taxable income* to charity, the excess is subject to state and federal taxes. *Modified taxable income* is defined as income minus expenses other than charitable contributions (and a few other items that don't normally apply to SDR). Based on recent history, our combined federal and state tax rate is about 30% of net income. Consequently, if the Club raises funds exceeding the 10% limit and donates them to charity, it actually increases its tax liability by about 30% of the excess. As a rule, the Club does not donate any of its income to charity.

The Club must recognize income from charitable events even if the contributions flow directly from the donors to the charity, unless specific conditions are met. Under current tax law, if the Club organizes, promotes, and provides insurance for an event that raises funds for charity, the funds raised are taxable to the Club even though the funds may be donated directly to a representative of the charity at the event (*indirect contributions*). However, if such an event is sponsored or promoted by a restaurant or bar *and* is held at a public facility that is open to non-Club members *and* if the public facility provides its own insurance, then it will likely not be considered the Club's event and the funds donated directly to a representative of the charity are not deemed indirect contributions from the Club and are not taxable to the Club. The IRS & U.S. Tax Court will look at many factors including whether the Club advertised, promoted, insured, profited, and invited their own guests, in determining whether this is the Club's event and therefore its own income. In the event the restaurant/bar was the primary promoter or sponsor, and the Club merely took part, it will likely not be considered the Club's event, and therefore, would not be an indirect contribution on behalf of the Club.

## **Insurance and Waiver Agreements**

Insurance for Club events is provided through PCA's master policy. Coverage applies automatically for events where cars do not move (*e.g.*, meetings, socials, etc.), but special requirements pertain to moving-car events, including all performance driving events, rallies, tours, etc., as well as any event where any car is on a lift (*e.g.*, a concours or tech session).

At moving-car events, the Club must obtain signatures on PCA waiver forms from all adults, and from the parents of minors who attend the event, per the rules of our insurance program (entrants, observers, and workers).

There are five types:

1. **Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement** for adults over 18 years of age
2. **Waiver and Release of Liability and Indemnity Agreement for Minors in Restricted Areas, Driving or Riding** for participating minors that will be assisting or otherwise involved with the event (such as working as a volunteer), and/or driving or riding when allowed.

3. **Waiver and Release of Liability and Indemnity Agreement for Minors as Observers Only** for minors that are totally uninvolved with the event (not working it or otherwise involved)
4. **Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement for Minors in Touring Laps Only** for minors that are only participating in touring laps of the track
5. **Minor's Assumption of Risk Acknowledgement** for JPP participants

These forms are available from the PCA web site. These Standing Rules, refer to all of these forms simply as “waivers.”

To obtain coverage for a moving-car event, SDR must submit a properly completed Event Insurance Enrollment form to the PCA national office three weeks prior to the event. In the case of a Club Race, Time Trial, or DE, the Club must pay an additional fee. During the event, the Club must collect the signatures as described above. If the Club does not have an “effective system” in place for obtaining the required signatures, coverage may be denied. Participants who do not sign the waiver are not covered by the insurance plan.

Event organizers are responsible for notifying the Club's Insurance Chair in time to obtain coverage, and for ensuring that all entrants, observers, and workers sign the waivers. The event insurance certificate should be on display at the event. Further information is available on the PCA web site and in the PCA Region Procedures Manual.

To help monitor compliance with, and to evaluate the effectiveness of, the waiver collection system, chairpersons should report on the number of participants and waiver signatures collected at each event. This should be done at the next Board meeting following the event.

Minors under the age of 16 may not drive or ride in competitive moving-car events. For purposes of this section competitive moving-car events include: Time Trial, DE, Autocross, TSD Rally and Gymkhana. 16- and 17-year-olds may participate according to the rules of the Junior Participation Program.

All participants (including observers) in moving-car events must sign the waiver. Specific rules apply to various types of events:

*Performance Driving Events* – Everybody at a performance driving event (including observers and others who are only in the “cold” pits) must sign the waiver. Event chairs may require some or all entrants to wear a wrist band to prove signature of the waiver. If this is the case, there shall be four unique wristbands, one for each classification of participant: observer, student, driver, and instructor.

*Rallies* – Rally event chairs must require the waiver to be signed before giving out route instructions, and must make a general announcement at the drivers meeting.

*Tours* – Tour organizers should make repeated announcements at the drivers meeting about signing the waiver. If possible, signatures should be verified before instructions are given out.

*Multi-Site Events* – At progressive dinners and other events where cars are driven between multiple sites, all participants must sign waivers at the first site, before directions to subsequent sites are given out. Organizers should make repeated announcements at the first and each successive site to ensure that waivers are signed by those who were not at the first stop.

*Tech Sessions* – Tech Session chairs will be responsible for deciding, in advance, whether waivers are needed and insurance must be requested for a particular event. If there is any chance of members being around cars on lifts, the chairs must require waivers and obtain insurance. If this has not been done, then attendees should not be allowed near a car on a lift, and any requests or offers to do so should be denied.

*Concours and Similar Events* – A Concours is not a moving car event and therefore does not require waivers, but the event chair should strive to ensure that all cars are in place before the event officially starts and that no cars shall be moved until the event is officially over.

*Other Events* – Waivers are not required at single-site events that do not involve moving cars—*e.g.*, Board meetings and socials.

## **Awards**

### *Enthusiast of the Year*

The Enthusiast of the Year award will be known as the “Bill Myrick Enthusiast of the Year” in honor of one of our most enthusiastic long-time members.

### *Pat Scanlan Concours Award*

The Pat Scanlan Concours award is in honor of one of the region’s most enthusiastic Concours participants. It consists of a perpetual award that is passed from winner to winner each year, which lists the names of all the winners. Winners will also be given an individual award that is theirs to keep. One of the goals of this award is to foster region participation in the sport of Concours. The following rules govern how this is awarded:

- Only San Diego Region members are eligible.
- The Award recipient must be a San Diego Region member for at least one year.
- The same car may not win two years in a row.
- The winner shall be the highest point scoring eligible car in the Full Concours division. If there are no eligible cars there, then the eligible car with the next highest point score, regardless of division, shall be the recipient.
- Ties will be broken by re-judging.
- The Concours Chair shall be responsible for determining the winner.
- The Concours Chair is responsible for retrieving the perpetual trophy from the previous winner.
- The Award shall be given and the winner announced at the annual SDR Installation Dinner.

*Adopted 2003*

*Revised Periodically - Version 03/8/12*