

**WEST SAN JOSE RACING PIGEON CLUB**  
**By-Laws and Race Rules January 1, 2014**

**PART 1: Constitution By-Laws**

**ARTICLE 1**  
**Name**

**Section 1:** The name of this organization shall be the West San Jose Racing Pigeon Club (WSJ). This Club was founded in 1972, as a California non-profit corporation, to fly the East course through Nevada, Utah, and Idaho.

**ARTICLE 2**  
**Objectives**

**Section 1:** To foster and promote the science of breeding, training and racing of Racing Homing pigeons and to safeguard the sport of the same against malign and dishonest practices, so as to maintain this sport as a gentlemen's pastime and to promote sportsmanship of a true quality above reproach.

**Section 2:** To conduct races between various members affiliated with the West San Jose Racing Pigeon Club (WSJ) within the territory herein provided.

**Section 3:** To keep a permanent record of the results of Club races and to issue to the winning lofts, under signatures of the President and Race Secretary, a certificate showing the diploma position won in the race, the speed made, the number of lofts, and the birds competing.

**Section 4:** To conduct such other business as may be incident to forming and maintaining the Organization.

**Section 5:** To bear in mind at all times the rights of others and to promote harmony in this organization.

**ARTICLE 3**  
**Officers**

**Section 1:** The affairs of this Organization shall be conducted by the following officers: President, Vice-President, Treasurer, Race Secretary, Recording Secretary, and Sergeant-at-Arms. Combine Delegates shall be the President and Race Secretary.

**ARTICLE 4**  
**Duties of Officers and Board of Directors**

**Section 1: President**

1.1 He shall preside over all meetings and conduct the same in accordance with the Rules of Order stated later in this Constitution.

1.2 He shall appoint all committees not otherwise provided for and be *ex officio* member of all said to the WSJ.

1.3 He shall deliver to his successor in office all books, papers, etc. in his possession belonging to the WSJ.

1.4 He shall call special meetings for the written request of three members in good standing or shall be and is hereby empowered to declare an emergency exists and proceed immediately by calling a meeting of the Officers, Combine Delegates, and/or the General Membership.

1.5 He shall have the power to fill vacancies which occur in the interim of meetings of this Organization.

1.6 He shall have the power to enforce order and decorum at all meetings of the Organization.

1.7 He shall have the casting vote in case of a tie, but at no other time on an oral vote.

1.8 He shall have the power to appoint a new member, or member of his officers staff or Combine delegation upon absence from two consecutive meetings.

1.9 The President shall conduct all meetings in accordance with Robert's Rules of Order, a copy of which shall be present in the club house at all times.

**Section 2: Vice-President**

2.1 In the temporary absence of the President, or in case of his inability to act, the Vice-President shall preside and assume the duties of the President.

2.2 In the event of the office of the President being vacated permanently, the Vice-President shall take full charge of the President's duties until his successor shall have been elected and installed.

2.3 He shall deliver his successor in office all books, papers, etc. in his possession belonging to the WSJ.

2.4 The Vice-President shall also oversee the overall maintenance of equipment, building and shipping equipment. He will also ensure shipping baskets are cleaned before every race and ensure Club stations, cables, and printers are in good working order.

### **Section 3: Treasurer**

3.1 He shall keep a correct record of all money received and spent and make a financial statement annually. He shall submit his books and receipts to the Officers, or any other authorized body, for their audit and approval when called upon to do so.

3.2 He shall keep a record of all names, addresses, and contact information of members from WSJ and issue a receipt for all dues received by him.

3.3 He shall disburse no funds excepting on bills duly certified by the President which he shall file as vouchers for money paid out.

3.4 He shall deliver to his successor in office all books, papers, etc. in his possession belonging to the **WSJ**.

3.5 He shall be custodial of all prize money and shall not disburse the same to winners until authorized to do so by the Race Secretary.

3.6 He shall take a receipt or preserve cancelled checks for all prizes paid out and shall retain same until his books have been duly audited and found correct.

3.7 He shall ensure all government filings are submitted and all local, state and federal government taxes and/or fees, and insurance fees paid as required.

### **Section 4: Race Secretary**

4.1 The Race Secretary is responsible for the conduct of the Club's races. This Secretary shall chair the race committee, consisting also of members appointed by the President. This committee shall resolve all questions and disputes regarding racing competition. The Race Secretary is responsible for conducting and maintaining a record of all loft surveys. He shall ensure that racing supplies are adequately maintained. He shall coordinate the race liberations and make provisions for notifying Club members of release times.

4.2 He shall manage all race-figuring activities, and is responsible for publishing race results and distributing diplomas and awards.

4.3 The Race Secretary shall also be responsible for conducting shipping procedures according to Club and AU rules as well as conducting the clock knock off procedures, printing race results.

4.4 He shall keep an accurate record of entries in all Club races as well as a record of all birds reported.

4.5 He shall show in the official race report the band number, color and sex, air line distance, time of arrival and speed, and all prize and diploma winners. (Electronic Race Report)

**Section 5: Combine Delegates**

5.1 The Combine Delegates shall represent the Club at all combine meetings and communicate decisions made and voted by the Club.

5.2 They shall communicate all combine meetings, agendas and resolutions to all Club members.

5.3 Combine Delegates shall report all combine activities and raise any issues, decisions, or concerns related to the combine to all members at Club meetings.

**Section 6: Recording Secretary**

6.1 He shall perform any and all duties conducive to the general good of the Club, including without limitation, recording the minutes of Club meetings, maintaining a Club Membership roster, and attending to all Club correspondence. He is subjected at any time to take orders from the President.

6.2 He shall notify all members of the Club, via US mail, fax, email, or telephone (as the Recordings Secretary shall determine to be most expeditious) of upcoming Club meetings and events.

6.3 He shall attend to any grievances that may arise and investigate same in conjunction with the Officers or an Investigative Committee.

6.4 He shall deliver to his successor in office all books, papers, etc. in his possession belonging to the WSJ.

**Section 7: Band Secretary**

7.1 The Band Secretary shall maintain the annual Band List, setting forth the number of each year's band purchased by each Member. The Band Secretary shall also maintain a book of each year's Band List so that lost birds may be identified by the past years' lists.

7.2 The Band Secretary shall be responsible for the ordering of the next year's bands from the AU, in accordance with the AU's ordering schedule. The Treasurer shall issue a check to cover the cost of the ordered bands and accompany the order when submitted to the AU.

7.3 Working with the Treasurer and Recording Secretary, the Band Secretary shall be responsible for the sale of all bands to Club Members. No Club Member shall be allowed to purchase bands unless and until he has paid all Club dues and is a member in good standing of WSJ, the Bay Cities Combine and the AU.

7.4 The Band Secretary shall be responsible for taking all inquiries from third parties regarding lost/found birds. Upon receiving a call from a third party who has found a lost WSJ bird, the Band Secretary shall use the Band Lists Book to identify and notify the owner of the lost bird. It shall be the owner's responsibility to contact the third party who has found the bird and make arrangements for its return. Any Member who does not expeditiously contact the finder of his lost bird, and/or make arrangements for the birds return shall be subject to discipline by WSJ.

### **Section 8: Sergeant-at-Arms**

8.1 The Sergeant-at-Arms shall, under direction of the presiding officers, maintain order and decorum among the members and all persons present at meetings, events, shipping and clock knock offs, and may even expel persons from the meeting, if necessary.

8.2 He shall also be responsible in ensuring all members participate and help according to their abilities.

8.3 He shall bring to the attention of officers any situation that may require a member to be disciplined, suspended or expelled or a member who is not contributing to the Club and Club activities as per member responsibilities.

### **Section 9: Board of Directors**

9.1 The Board of Directors shall consist of three (3) permanent charter members: George Contento, Dennis Eastwood, and Ralph Aceves. Two (2) non-permanent board member positions shall be Robert Lin and Michael Mount.

9.2 In the event one of the permanent members resigns or becomes deceased, the remaining permanent members will vote for his replacement.

9.3 The board shall have the final say on all matters concerning the welfare of the West San Jose Racing Pigeon Club (WSJ). They shall also have the final say about the dissolution of Club property and assets.

## **ARTICLE 5 Dues and Fees**

**Section 1:** The annual dues of the membership in the WSJ shall be voted upon in December of each year. If needed, there will also be dues for upkeep of the WSJ clubhouse.

**Section 2:** To participate in a series of races, a member's shipping fees must be paid not later than the night of shipment to the first regular Club race.

**Section 3:** Membership dues in the WSJ shall be paid through the Club Treasurer no later than the last day of January of that year.

**ARTICLE 6**  
**Meetings**

**Section 1:** Club meetings shall be held each month, except during the Race Seasons.

**Section 2:** President shall designate the time and place of meetings.

**Section 3:** 33% of members in good standing, including a minimum of three (3) officers shall constitute a quorum.

**ARTICLE 7**  
**Membership and Boundaries**

**Section 1:** Any reputable Homing Pigeon fancier residing in the counties of Santa Clara, Santa Cruz, Monterey or San Benito shall be entitled to membership in this Club.

**Section 2:** A member of the WSJ may be a member of as many other Clubs as desired, providing the member complies with all obligations to this Club's Constitution By-Laws and Race Rules.

**Section 3:** Every member shall be entitled to one vote on all questions coming before the Club, upon reaching the age of eighteen (18). A member shall be allowed to take part in discussions prior to age eighteen but under no circumstances shall he/she be entitled to a vote.

**Section 4:** All absentee votes submitted in writing will be recognized.

**Section 5:** All partnership lofts paying but one yearly dues shall be granted one vote.

**Section 6:** A member may not pay two yearly dues and receive two votes.

**Section 7:** There shall be no "black ball" vote cast on a joining fancier unless a conviction of cheating be on his/her record or he/she has a known history of violating the AU's Code of Ethics, including without limitation, Section **310.0**, "AU members have a responsibility to represent our sport and hobby in the highest of standards of conduct: they will not use profane language, engage in abusive argument or disorderly conduct at pigeon functions or in public places where they can be identified with our sport and hobby".

**Section 8:** No member will be allowed to join the WSJ until all financial obligations with any other pigeon organization have been met.

**Section 9:** Members shall at all times be, and remain, in compliance with the Rules of the AU, Bay Cities Combine, and WSJ, including, without limitation, the AU's Code of Ethics. It shall be each individual Member's responsibility to be familiar with the then current rules and regulations of WSJ, the Bay Cities Combine, and the AU.

## **ARTICLE 8** **Affiliations**

**Section 1:** Every member of this Club shall be a member of The American Racing Pigeon Union, hereinafter referred to as the AU, and shall be bound to all rules of said organization. Every decision or resolution of the Club shall be subject to appeal to the AU, which shall have exclusive jurisdiction. Every member shall be a member of the CSRPO and the Bay Cities Combine.

## **ARTICLE 9** **Dissolution**

**Section 1:** This organization shall be dissolved should the membership fall below the minimum of five (5) members required by the AU to keep the WSJ charter active or is unable to function financially for a period of six (6) months. The property of the organization shall be disposed of to the best advantage and the proceeds, together with the surplus in the treasury, shall be given to The City of Hope, a non-profit organization. (Questions should be addressed to the Board of Directors).

## **PART II: Race Rules**

1. AU race rules shall take precedence over all local WSJ rules.
2. All members must use electronic clocks in all races.
3. All birds entered must home to the loft of the competitor in whose name they are entered.
4. No old or young bird shall be eligible to compete in the races, unless wearing a regulation size AU, IF or USA seamless band, or a band approved by the Club. No oversized or stretched bands shall be allowed.
5. No old bird shall be placed in the basket of any Young bird race.
6. No person shall assist in scanning his/her own birds.
7. The Race Secretary, with majority approval of his race committee, shall have the power to reject all sick and unfit birds they deem necessary.
8. Birds must be at designated place of shipping at the appointed time as stated. If late they will not be shipped.
9. The Race Secretary shall decide and award contested prizes, settle all arguments and disputes in reference to race entries and returns.
10. All entrance fees and pools must be paid at the time of shipping, since all monies are deposited in the bank as soon as practicable following shipping. It is imperative that all checks be covered by an adequate balance in the account of the shipper. Should a check

or entrance fee be returned for lack of funds, then said competitor who presented the check shall indeed and without hearing forfeit all prizes, monies and positions. He shall lose any time towards average speed, also all championship points. No bird or birds from his loft shall receive position on the return sheet or obtain Hall of Fame points. The fancier must still make good the bad check before being allowed to ship again. He is liable for the entry fees while still forfeiting the abovementioned prizes and awards.

11. All birds, as between members and Club, shall be shipped at the owner's risk.
12. All protests against the decision of the Race Secretary shall be in writing before the prize money is paid out for that competition or race to the Club President, whose duty it is to notify the Race Secretary. A written vote of those members flying in the race in question shall be taken after both sides of the argument are presented. This vote shall prevail.
13. WSJ will only support Benzing electronic clocks limited to the following models: MI, ATIS, and Benzing Express G2. The Club does not provide equipment. Each member is responsible for his own equipment.

### **PART III: Member Responsibilities**

As a volunteer social organization, WSJ depends on the work and help of all its members to function correctly. As a result, ALL members are expected to participate in maintaining the Club in good operating order ACCORDING TO THEIR ABILITIES. Additional member responsibilities include:

1. Member is responsible for the maintenance and good working order of his clock and clocking equipment.
2. The Club does not provide loaner or spare equipment to members.
3. Member is responsible for the accuracy of his GPS and race information. The Club shall provide race results as soon as possible. Any discrepancies or inaccuracies should be brought to the attention of any officer with seven (7) days.
4. All members shall help with all activities, based on their abilities, including cleaning the clubhouse, cleaning shipping baskets, basketing of birds, making copies of race results, posting results, etc.

### **PART IV: ARBITRATION**

**Section 1:** By the acceptance and/or renewal of their membership in the Bay Cities Racing Pigeon Combine, Inc., either directly, or derivatively as members of individual clubs which are part of said Combine, that is to say by being members of the Combine in accordance with the existing rules, regulations, Constitution and By-Laws of the Combine, each such individual member agrees to, and shall be bound by the commitment and requirement to resolve any and all disputes, whether originated by the Combine itself, a member or members of the Combine, or a club which is part of the Combine, relating to or in any way arising out of

the rules, regulations, Constitution and By-Laws of the Combine, from time to time in effect, through Binding Arbitration.

**Section 2:** Said Arbitration shall be conducted in accordance with the arbitration laws of the State of California, as contained in Code of Civil Procedure 1280 et seq., as now existing, or as may be hereafter modified by the State of California. In the conduct of said arbitration, the provisions of Code of Civil Procedure 1282(a) shall not apply, because there shall be three (3) arbitrators, chosen as follows: Each party to the dispute shall select one arbitrator. These arbitrators shall select a neutral arbitrator. All arbitrators shall be drawn from a list of current members in good standing of the Bay Cities Combine. Notwithstanding anything to the contrary in said arbitration laws of the State of California, the arbitration shall be commenced by one party giving written notice thereof to the other party by certified return receipt, U.S. Mail, or by personal service. Upon receipt of personal service, or upon receipt of said service by mail, the other party shall have ten (10) days within which to name an arbitrator. Said notification shall be made by service of the same in writing upon the first party, in the same manner as provided above. Within ten (10) days of the naming of the second arbitrator, the arbitrators so chosen shall select a neutral arbitrator, and further proceedings shall thereafter be pursuant to said arbitration law.

**Section 3:** By the acceptance and/or renewal of their membership in WSJ, each such individual member agrees to the above stated rules, and shall be bound by the commitment and requirement to resolve any and all disputes, whether originated by WSJ itself, a member or members of WSJ, relating to or in any way arising out of the rules, regulations, or By-Laws of WSJ, from time to time in effect, through binding arbitration.

**Section 4:** Said arbitration shall be conducted in accordance with the arbitration laws of the State of California, as contained in Code of Civil Procedure 1280 et seq., as now existing, or as may be hereafter modified by the State of California. In the conduct of said arbitration, the provisions of Code of Civil Procedure 1282(a) shall not apply, because there shall be three (3) arbitrators, chosen as follows: Each party to the dispute shall select one arbitrator. These arbitrators shall select a neutral arbitrator. All arbitrators shall be drawn from a list of current members in good standing of the Bay Cities Combine. Notwithstanding anything to the contrary in said arbitration laws of the State of California, the arbitration shall be commenced by one party giving written notice thereof to the other party by certified return receipt, U.S. Mail, or by personal service. Upon receipt of personal service, or upon receipt of said service by mail, the other party shall have ten (10) days within which to name an arbitrator. Said notification shall be made by service of the same in writing upon the first party, in the same manner as provided above. Within ten (10) days of the naming of the second arbitrator, the arbitrators so chosen shall select a neutral arbitrator, and further proceedings shall thereafter be pursuant to said arbitration law.

**Section 5:** As a social volunteer organization, I understand that the Club, its officers and members are not responsible for any damage or injuries that may occur to me as part of my involvement with the Club or its activities. I waive any and all liability arising from my participation with West San Jose Racing Pigeon Club (WSJ).

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Member Name (PLEASE PRINT)

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Signature

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Date