

**BYLAWS OF  
GREENVILLE GYMNASTICS BOOSTER CLUB  
A SOUTH CAROLINA NON-PROFIT ORGANIZATION**

**Introduction**

The Greenville Gymnastics Booster Club (“GGBC”) is a 501(c)(3) charitable organization<sup>1</sup> comprised of parents and other community members<sup>2</sup> who have an interest in supporting the athletes of the Greenville Gymnastics Competitive Team Program (“competition team”) emotionally, physically, and financially. We ask that all members of the GGBC read the enclosed bylaws and sign the last page to acknowledge receipt and understanding of the rules and guidelines by which the GGBC operates.

**Section 1  
Purpose**

1.01 Fundraising. The GGBC’s primary purpose is fundraising to support and develop the athletes of the competition team. GGBC coordinates fundraising activities and accepts on behalf of the organization any contribution, gift, bequest, or devise of any type of property (“donations”), for the charitable purpose of the organization, on such terms as the Executive Committee will approve.

1.02 Charitable Purpose. The GGBC supports and develops the athletes of the competition team for national or international competition through:

- a) Provision of funds to offset the costs of competitive gymnastics such as clinic fees, meet entry fees, travel expenses, or coaches’ fees and expenses when funds are available to do so;
- b) Provision of need-based sponsorship<sup>3</sup> of any member of the competition team to offset the costs of competitive gymnastics such as clinic fees, meet entry fees, travel expenses, or coaches’ fees and expenses when funds are available to do so;

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<sup>1</sup> No part of the GGBC’s net earnings shall inure to the benefit of any individual member, and no substantial part of its activities shall consist of carrying on lobbying or otherwise attempting to influence legislation. The GGBC shall be conducted in conformity with the provisions of Section 501 of the United States Internal Revenue Code of 1986, as amended, as those provisions are presently constituted, or may exist hereafter, and the GGBC shall have no power to take any action or administer, distribute or disburse any of its funds or property except in conformity therewith. If the GGBC is dissolved, all of its remaining assets shall be distributed by the Executive Committee to another not for profit organization to be selected and approved by the association.

<sup>2</sup> Associate members as defined in Section 2.03.

<sup>3</sup> Additional information and documentation will be required to demonstrate need. Subject to periodic review. Terms and conditions apply. Failure to abide by the terms and conditions may result in revocation of sponsorship.

- c) Provision of merit-based sponsorship<sup>4</sup> of any member of the competition team to offset the costs of competitive gymnastics such as clinic fees, meet entry fees, travel expenses, or coaches' fees and expenses when funds are available to do so;
- d) Assistance at competitive meet(s) hosted by Greenville Gymnastics Training Center ("GGTC") and receipt of revenue from said meets;
- e) Organization of activities that generate enthusiasm in support of the competition team and coaches as only a unified group can do;
- f) Organization of activities that increase community awareness of gymnastics; and
- g) Any and all other methods and means, as approved by the Executive Committee, which would serve to promote competitive gymnastics opportunities.

## **Section 2 Membership**

2.01 Eligibility. Membership shall be open to any person who wishes to promote the sport of gymnastics, who agrees to be bound by these bylaws, and by such rules and regulations as the Executive Committee may from time to time adopt. Membership shall be made without regard to race, color, creed or national origin. Memberships are not transferable or assignable. Every individual who is a member of this organization is entitled to all benefits of such membership.

2.01 Active Member. Shall include any parent, legal guardian, or family unit<sup>5</sup> of one or more competition team athletes, who have satisfied the following criteria:

- a) Said parent, legal guardian, or family unit of one or more competition team members has paid annual membership dues as required in section 2.04; and
- b) Said parent, legal guardian, or family unit of one or more competition team members has agreed to a time commitment<sup>6</sup>, acceptable to the Executive Committee; and
- c) Said parent, legal guardian, or family unit of one or more competition team members has agreed to assist with fundraising efforts; and
- d) Said parent, legal guardian, or family unit of one or more competition team members has agreed to make every effort to attend all meetings of the GGTC; and
- f) Said parent, legal guardian, or family unit of one or more competition team members has agreed to read all GGBC communications, respond or act in a timely manner, and to ensure that any changes to contact information are communicated to the Executive Committee.

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<sup>4</sup> Includes but is not limited to Regional Team qualifiers and National qualifiers.

<sup>5</sup> The GGBC defines family unit, for the purposes of voting and member benefits, as a parent, step-parent, legal guardian(s), or the partner of a parent or legal guardian residing in the same household. The family unit includes any sibling(s), half-sibling(s), step-sibling(s), or adopted sibling(s) under the age of eighteen (18).

<sup>6</sup> The number of volunteers needed and the amount of time each volunteer will be asked to commit is dependent on the nature of the event and is subject to change.

2.03 Associate Member. Any natural person who desires to be associated with the GGBC, supportive of the competition team athletes, pays the dues as provided below, and agrees to be bound by these bylaws, and such rules and regulations adopted by the Executive Committee, is eligible for associate membership. Associate membership is non-voting.

2.04 Membership Dues.<sup>7</sup>

- a) The Executive Committee shall establish the annual dues for membership in the organization. The billing and collection of dues shall be in a manner prescribed by the Executive Committee and shall not be prorated.
- b) Annual dues for members are due and payable upon receipt of invoice. Balances unpaid after thirty (30) days may result in termination of membership.
- c) Membership dues are based on the number of competitive gymnasts participating in the Greenville Gymnastics Competitive Team Program.<sup>8</sup>
- d) It is the policy of the GGBC that all fees assessed members be the same, regardless of whether funds are raised through fundraising activity or through cash payment. The support of the competition team member(s) will not depend on the fund-raising effort of a competition team member's parent(s) or guardian(s).
- e) The GGBC will not participate in any fundraising program<sup>9</sup> where there is a direct benefit to the member who raises the funds. For example, we will adopt no system where a parent received a point or other credit for their individual fundraising participation which can be used to offset a team member's expenses.

2.05 Assessments.

- a) Meet fees are set by the host gym and are separate from GGBC or GGTC. Neither GGBC nor GGTC has any authority or ability to set meet fees. Meet fees must be paid on time for your athlete to be registered to participate.<sup>10</sup>
- b) Coaches' expenses are assessed to cover the travel expenses, meals and accommodations of the GGTC coaching staff. These expenses are divided equally among all members of the competition team. GGTC does not require the attending athletes to be solely responsible for the coaches' expenses.
- c) GGTC uniforms are required for competition team. Payment in full is required prior to placing any order.

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<sup>7</sup> The GGBC accepts cash, check or PayPal payments. If your payment is returned due to insufficient funds, you will be assessed any additional fee imposed by the bank.

<sup>8</sup> Active members with more than one child on the competition team will be assessed the full annual membership dues for the first athlete and half price (1/2) of the annual membership dues for each additional athlete.

<sup>9</sup> With the exception of the Scrip Program (shopwithscrip.com) which has been approved by the IRS.

<sup>10</sup> Meet attendance is mandatory. If any meet fee is not paid by the deadline the athlete will not be registered. If late entry is permitted, the member is responsible for the additional cost.

2.05 Property Rights. No member will have any right, title, or interest in any of the property or assets of the GGBC, nor will any of such property or assets be distributed to any members on its dissolution.

2.06 Liability. No members of the GGBC will be personally liable for any of its debts, liabilities, or obligations.

2.07 Termination. Membership may be terminated by the Executive Committee on the occurrence of any of the following events:

- a) Failure to pay fees or dues within thirty (30) days after written notice of payment due;
- b) Failure to satisfy the requirements of section 2.01, 2.02, 2.03, or 2.04 of the bylaws.

### **Section 3 Meetings**

3.01 Annual Meeting. The annual meeting of the members shall be held on the first Tuesday in August of each year, or as soon thereafter as convenient, as scheduled by the Executive Committee. At each annual meeting, directors shall be elected by the members and any other business shall be transacted that may come before the meeting.

3.02 Special Meetings. Special meetings of the members may be called by the Executive Committee or by the President. Such meetings shall also be called by the President or by the Executive Committee at the written request of not less than 10% of the active members.

3.03 Regular Meetings. Regular meetings of the members may be held on an as needed basis. At such meetings, the Executive Committee may address issues pertinent to the membership.

3.04 Budget and Planning Meeting. The Executive Committee shall conduct a budget and planning meeting which shall be held prior to the Annual Meeting (prior to the commencement of the fiscal year), or as soon as is practicable.

3.05 Place of Meetings. The place of meetings shall be determined by the Executive Committee and stated in the notice of the meeting.

3.06 Notice of Meetings of the Membership. Except as otherwise provided by these bylaws, written notice of the time, place, and purpose of a membership meeting shall be given not less than seven (7) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by email or by delivery to athletes folders located at Miller Road, Greenville, SC.

3.07 List of Members. The Executive Committee shall maintain a current, official roster of active and associate members of the GGBC.

3.08 Quorum. When a vote is to be taken by the membership, a quorum shall consist of all members present<sup>11</sup>, if appropriate notice has been given in accordance with Section 3.06 hereof.

3.09 Voting. The membership shall be entitled to vote on the election of directors, the adoption of the budget, and the adoption or modification of bylaws. Each member present is entitled to one vote<sup>12</sup> on each matter submitted to a vote. A vote may be cast either orally or in writing. When an action, other than the election of directors, adoption or modification of bylaws, or adoption or modification of annual budget, is to be taken by a vote of the members, it shall be authorized by a majority of the votes cast by the members present and entitled to vote. Directors shall be elected by a plurality of votes cast at any election. Adoption or modification of bylaws, or adoption or modification of an annual budget shall require a two-thirds majority of those voting using the quorum rules specified in section 3.08.

3.10 Proxies. At any meeting of members, voting by proxy is not allowed.

#### **Section 4** **Executive Committee**

4.01 General Powers. The business, property, and day-to-day affairs of the GGBC shall be managed by the Executive Committee.

4.03 Qualifications. Directors must be active members of the GGBC in good standing. No director may be a paid employee or owner of GGTC.

4.04 Compensation. No member of the Executive Committee will receive any compensation from the GGBC.

4.04 Tenure. Directors shall be elected at each annual membership meeting to hold office for two years<sup>13</sup> and until the director's successor is elected and qualified, or until the director's death, resignation or removal.

4.05 Resignation. A director may resign at any time by providing written notice to the GGBC. Notice of resignation will be effective on receipt or at a later time designated in the notice.

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<sup>11</sup> Member must be present to vote. Members not in attendance but viewing any meeting which is broadcast via a live streaming service (such as Facebook Live), will not be permitted to vote.

<sup>12</sup> Each active member is entitled to one vote. A family unit comprises one active member.

<sup>13</sup> Election of the President and Secretary shall be held in even-numbered years. Election of the Vice President and Treasurer shall be held in odd-numbered years.

4.06 Removal. Any director may be removed with or without cause by a majority vote of the members entitled to vote at an election of directors.

4.07 Executive Committee Vacancies. A vacancy on the Executive Committee may be filled with a member selected by the remaining directors on the Executive Committee, even if less than a quorum of the Executive Committee, unless filled by proper action of the members in accordance with section 3.03 of the bylaws. Each person so elected shall be a director for a term of office continuing until the next election of directors by the members.

4.08 Annual Meeting. An annual meeting of the Executive Committee shall be held each year in conjunction with the annual membership meeting.

4.09 Regular Meetings. The Executive Committee will schedule at least 2 regular meetings of the members each fiscal year to be held at the time and place as determined by the Executive Committee members.

4.10 Special Meetings. Special meetings of the Executive Committee may be called by the President or any two directors at a time and place determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each director by e-mail and by delivery to members' mailboxes at least seven days before the meeting.

4.11 Statement of Purpose. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Committee need be specified in the notice for that meeting.

4.12 Waiver of Notice. The attendance of a director at a Executive Committee meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

4.13 Quorum. A majority of the directors then in office constitutes a quorum for the transaction of any business at any meeting of the Executive Committee. Actions voted on by a majority of directors present at a meeting where a quorum is present shall constitute authorized actions of the Executive Committee.

4.14 Consent to Actions. Any action required or permitted to be taken pursuant to Executive Committee authorization may be taken without a meeting if, before or after the action, all directors consent to the action in writing. Written consents shall be filed with the minutes of the Executive Committee's proceeding.

4.16 Liability of Directors. The directors of the GGBC will not be personally liable for its debts, liabilities, or other obligations.

## **Section 5 Committees**

5.01 Committees. The directors may, on an as needed basis, establish a committee<sup>14</sup> not having or exercising the managerial authority of the directors. Except as may be provided by resolution, members of committees will be members of the organization, and will be appointed by the President. The President may remove any member, whenever in the judgement of the President the interest of the organization would be best served by such removal.

5.02 Terms of Office. Each member of a committee will continue as such until the next annual meeting of members and until his or her successor is appointed, unless such committee is abolished sooner, or unless such member is removed or ceases to qualify as a member of the committee.

5.03 Chairperson. The President will appoint one member of each committee to act as committee chairperson.

## **Section 6 Officers**

6.01 Number. The Executive Committee of the GGBC shall be made up of at least four (4) officers. The officers of the GGBC shall be voted on by the members. The officers shall include a President, Vice President, Secretary, and Treasurer. The Executive Committee may elect or appoint such other officers, including one or more assistant secretaries or assistant treasurers, as it will deem desirable, such officers have the authority to perform the duties prescribed by the Executive Committee.

6.02 Term of Office. Each officer shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the Executive Committee. Notice of resignation is effective on receipt or at a later time designated in the notice.

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<sup>14</sup> Committees may be established to assist the directors of the GGBC with tasks, including but not limited to, fundraising, the annual banquet, or organization of the Winter Invitational.

6.03 Removal. An officer appointed by the Executive Committee may be removed from the office with or without cause by vote of a majority of the Executive Committee. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.

6.04 Vacancies. A vacancy in any office for any reason may be filled by the Executive Committee.

6.05 President. The President shall be the chief executive officer of the GGBC and shall have authority over the general control and management of the business and affairs of the GGBC. The President shall have power to appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The President shall sign agreements on behalf of the corporation, unless the President or the Executive Committee instructs that the signing be done with or by some other officer, agent, or employee. The President shall see that all actions taken by the Executive Committee are executed and shall perform all other duties incident<sup>15</sup> to the office. This is subject, however, to the President's right and to the right of the Executive Committee to delegate any specific power to any other officer of the GGBC.

6.06 Vice President. The Vice President shall have the power to perform duties that may be assigned by the President or the Executive Committee. If the President is absent or unable to perform his or her duties, the Vice President shall perform the President's duties until the Executive Committee directs otherwise. The Vice President shall perform all duties incident to the office.

6.07 Secretary. The Secretary shall:

- a) Keep minutes of Executive Committee meetings; and
- b) Be responsible for providing notice to each member as required by these bylaws; and
- c) Keep a register of the names and addresses of each member and officer; and
- d) Perform all duties incident to the office and other duties assigned by the President or the Executive Committee.

6.08 Treasurer. The Treasurer shall:

- a) Have charge and custody over GGBC funds; and
- b) Keep accurate books and records of receipts and disbursements; and
- c) Deposit all monies and securities received by the GGBC within seven (7) days or as soon as is practicable; and
- d) Complete all required filings in a timely manner; and

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<sup>15</sup> Including but not limited to presiding over member meetings and meetings of the Executive Committee, serving as liaison between the GGBC and GGTC, finalizing the annual budget for presentation at the annual meeting, and counter-signing checks.



- e) Prepare the annual budget for presentation to the Executive Committee at the Budget and Planning Meeting; and
- f) Prepare and distribute statements for individual competitive team members on a monthly basis; and
- g) Perform all duties incident to the office and other duties assigned by the President or the Executive Committee.

## **Section 7 Compensation**

7.01 Compensation. No member of the Executive Committee will receive any compensation from the GGBC.

## **Section 8 Fiscal Year**

8.01 Fiscal Year. The fiscal year of the GGBC shall end on August 31.