



## 2018 MEMBERSHIP BYLAWS

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### **Name**

The name of the company shall be "Blue Chip Racing Resorts, LLC", dba "VIR Motorsport Country Club" and herein referred to as the "VIR Club" or simply the "Club".

### **Object**

The purpose for which the Club is formed is to establish, maintain and operate a social organization with its focus on motorsport and other automotive related activities and including skeet range, firing ranges, kart track, spa services and swimming pool and other recreational facilities as from time to time may be determined to be desirable by management.

### **Membership**

Any person of good moral character who is discreet, financially responsible and enjoys a good reputation for being a truthful, peaceful and law abiding citizen, of the age of eighteen (18) years or older if an individual, who may desire to become a member of the Club, shall present, or cause to be presented, to the Club office, an application for membership on the form approved and supplied by the Club. Any person or organization applying for membership with the Club shall be deemed to have authorized the management to conduct a general background check, criminal background check, and all around character check on such person or entity.

No applicant shall be considered for membership until the applicant has paid the required membership initiation fees and charges for membership as set forth on the application form. Each application will be assigned a unique number to be issued consecutively based upon the postmark or delivery date of the fully completed application form. Upon acceptance to the Club, this number will become the applicant's membership serial number, which will be used to determine priority regarding certain privileges at the Club. If the member does not sign and return the enclosed Bylaws Acceptance Form within thirty days of the Club's presentation of same, then the Club may return the applicant's deposit and retire the applicant's membership serial number to protect the priority of those with higher serial numbers. The Bylaws Acceptance Form must be received by the Club before the subject member will be permitted to drive on a VIR Club Member Day.

The spouse and unmarried children of the member under the age of twenty-five (25) years, who share the same household as the member, may use the Club facilities to the same extent as the member is entitled to use such Club facilities. The age may be extended to the member's adult children to the age of twenty-four (24) years for a fulltime student living in the primary residence. The member is responsible for the conduct and indebtedness incurred by the member's family and guests.

### **Membership Transfers and Member Changes**

Individual and group memberships are non-transferable and may not be sold or inherited. Individual memberships shall always be considered individual memberships even when paid for with company funds.

Corporate memberships may be transferred only upon the sale of the owning business by providing the Club written proof of the sale and transfer of the business.

Corporate and Group memberships may change their list of active members, by written notice to the Club, within 30 days on their renewal anniversary date.

### **Membership Cards**

All members will be issued annual photo membership card or an annual sticker for the membership card once the member arrives in person at the track and has signed and had notarized the Club Annual Waiver. Members must present their membership cards to gain entrance to the facility. Access to the facility may be restricted or limited if the member is unable to present their valid membership card.



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### **Entrance to Facility**

Members may enter the property any time the facility is open to the public. All rules must be followed for entering and exiting the property when there is an event or race. If the facility is rented, members may be allowed to drive their cars to the paddock, but may only bring their trailers down to the paddock after 5:30pm. On private testing days members may use Club facilities but may be required to remain outside of certain facility areas. Membership does not guarantee entrance on any Private Event, Closed Facility or Test Days. If a facility renter has requested a Closed Facility Event, entrance is restricted to the Raceplex garages only.

If a member is a participant of a group renting the facility for an event, then the member is subject to any specific rules, requirements or restrictions enforced by the renting group. The member will still receive free camping and electrical hook ups but may not have early access to the paddock.

### **Dues**

The Club has full authority to set all fees, dues, and special assessments from time to time as may be necessary for sound fiscal management of the Club and its facilities. Membership shall be notified at least ninety (90) days in advance of any adjustment or modification in the fees or dues structure.

### **All Inclusive Dues**

Members may pay their monthly dues and driving day fees annually as one lump sum payment at the rate defined by the Club. No refunds or credits will be given for unused portions of dues or driving day fees for all inclusive dues. If for some reason the member becomes injured and cannot drive, proof of injury is required and the balance remaining on the member's account may be credited towards the following year's dues at the discretion of the Club.

### **Inactive Status**

Inactive status is available to any member who has paid at least one year of membership dues. Inactive Status reduces the member's monthly dues to a smaller monthly fee as defined by management. Members moving to Inactive Status forfeit all member privileges. Member must remain in Inactive Status for at least 6 months but may remain in Inactive status for as long as desired, and will then have the ability to rejoin without paying an additional initiation fee. If Member decides to return to Active Status prior to six months there will be a \$500 fee.

### **Delinquency**

All invoices presented by the Club on or before the tenth (10<sup>th</sup>) of the month must be paid by the thirtieth (30<sup>th</sup>) day of the same month. Any statement not paid in full by such date shall be considered in arrears and a delinquent account. An interest charge of 2.00% will be added each month to all delinquent accounts until they are paid in full.

Should any member be in arrears for a period of thirty (30) days, the member shall be given written notification of such delinquency and the penalties for such delinquency. If the account remains in arrears for sixty (60) days, all Club privileges shall be suspended and such member and any persons using his, her or its membership shall not have access to the Club or use any of its facilities for any purpose until the account is made current. If the membership account is more than ninety (90) days delinquent, the Club reserves the right to expel the member and cancel the membership. The expelled member shall remain responsible for any dues or bills incurred up to and including the date of expulsion.

Members with accounts in arrears will not be permitted to register for Member Driving Days.



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### **Registering Complaints**

Members who wish to officially register a complaint should transmit the same in writing to the Club Manager or Track Management. The Club is required to call to the attention of members or guests any violation of Club rules or misconduct.

### **Reprimands, Suspension, Expulsion**

The Club is fully authorized to privately discipline, suspend or expel any member for reasonable cause in its sole opinion. If a Member is expelled no refund of application fees, initiation fees or dues will be made.

Such reasonable cause may consist of, but is not limited to, violations of Club or facility rules and regulations which, in the opinion of the Club is prejudicial to the Club's or facility's welfare or the good order and discipline therein or upon its premises or any proper usage of Club property. All decisions of the Club are final.

### **Resignations**

Members may resign their membership in the Club upon written notification to the Club Director. A member requesting resignation must turn in all membership identification cards to the Club. Any member resigning their membership will forfeit their original member number and may be restricted from re-applying to the Club for one year.

### **Guests**

Members are responsible for the charges incurred by and the behavior of their guests. Use of the VIR facilities by a guest shall be in strict accordance with the policies outlined herein and in all VIR policies. Members must accompany all guests while on the Club premises.

Members are allowed to bring driving guests on member days. Driving guests will be allowed to participate in non-passing parade lap sessions only. All Club medical and safety equipment requirements along with all VIR Club Rules and VIR Policies must be met. Member must be present and guests must register at least one-week prior to the event.

Once per calendar year, a member may bring one qualified guest to participate in a passing group. The member is responsible for the guest's conduct. Such qualified guest must provide his/her driving credentials to the Club in writing at least one week prior to the event, including a competition license or copies of instruction by an approved/recognized racing or high performance driving school, prior to being accepted for entry in a passing group. It shall be the Club's sole decision as to whether to allow the qualified guest to participate in a passing group. Member must be present with the guest and the guest must follow all VIR Club Rules and VIR Policies.

Once a member or guest drives beyond the hot area fencing on any Member Day, he or she is liable for payment of all member fees associated with that day and no refunds for partial days will be given. Only the Club Manager or an authorized agent can cancel scheduled driving time for inclement weather.

### **Children**

Parents shall be responsible for and supervise the conduct of their children while on the Club premises.

### **Pets**

No pets shall be permitted in any of VIRs buildings or at the pool at any time with out VIR approval. Pets must be on a leash at all times. Owners are responsible for cleaning up after their pets.

### **Noise**

No loud or objectionable music is allowed on the Club premises.



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### Liability

The Club will not be responsible for any loss or damage to personal property of members or guests. As a matter of policy, all members and guests, persons and invitees shall be required to sign a VIR standard waiver of liability annually, to enter upon the VIR grounds. Similarly, waivers must be signed for all children, whether guest's or member's offspring, by the child's legal guardian or parent.

Members are responsible for all damage to their cars and any VIR property, whether such damage occurs on or off the track surfaces, regardless of the status of their insurance coverage. Drivers are solely responsible for the safety of their passengers at all times.

### Parking

Designated parking is available for the convenience of the members and their guests. Members and their guests shall park their cars and/or golf carts in the designated member parking areas. When parking in the paddock areas, members must always park inside the marked fire lane areas so as not to block entrance and exit lanes or designated fire lanes. Vehicles parked in fire lanes or blocking access will be towed at its owner's expense. There will be reserved VIP Club Member Parking in or near the paddock at spectator events. The parking will be the best available as rules specific to a given event will allow. Club Members must display their VIP Parking hang tag for access.

### Golf Carts/ ATV'S/ Pit Bikes, Etc.

Members are responsible for the security, repair and replacement if lost, damaged or stolen, of a Club golf cart once it is rented and delivered to the member, whether used by the member, any family member or guest. Golf carts must be returned by dark and shall be parked in designated areas. Golf carts shall be available on a first come first served basis to licensed drivers only. Any unlicensed vehicle (golf carts, pit bikes, ATV's, etc.), must have a VIR off road vehicle pass (ORVP). Members receive one free ORVP per season. Members are allowed to drive only golf carts into the paddock area on race weekends. Members must show his or her member card at security stop points. No one under the age of 16 may operate a golf cart. Members have a discounted rate for golf carts rentals.

### Dress

Members and their guests at the Club are expected to dress in good taste at all times and dress codes may be put in place for specific events.

### Alcohol

The Club is committed to "Responsible Alcohol Management". The Club reserves the right to refuse service of alcoholic beverages at its sole discretion. The Club must supply all beer, wine, and alcoholic beverages to events conducted on the VIR premises. No alcoholic beverages shall be sold, possessed or consumed upon the VIR premises by anyone less than 21 years of age. No alcohol will be served to anyone who appears to be intoxicated. Club members are expected to help enforce this policy. The A.B.C. laws shall be strictly enforced.

### Illegal Substances

No illegal substances shall be sold, possessed or consumed on the VIR premises. Violators will be subject to expulsion and possible prosecution if detected.

### Smoking

Smoking is not allowed on the track side of any fenced area, on pit lane or in any VIR building.

### Private Parties

Use of the VIR facilities is intended primarily for the personal entertainment of members. Personal entertainment shall mean entertainment solely by and at the sole expense of the member or members. A Club member may reserve the Tavern or specific rooms without a charge for a private function subject to availability. Reservations by



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members desiring to make use of a specific room for private entertainment must be approved by the Resort manager.

### **Racecourse Rules**

Members and their guests must at all times abide by all VIR Policies [virnow.com/about/policies/](http://virnow.com/about/policies/) and VIR Club Rules .

The Club expects the on-track behavior of members to be above reproach.

To participate in a Club Member Driving Day event, a member must have signed the Bylaws Acceptance form 1) Certifying that he/she has no known physical or mental impairments that could jeopardize themselves or others if he/she participates in Member Driving Day events and 2) Agreeing to abide by the Membership Bylaws regarding the conduct of the Member Driving Day events. Each member of the Member's family who wishes to drive must also sign the Bylaws Acceptance form.

### **Camping**

Basic camping and electrical power is provided at no charge for members when available. Members may camp in the paddock when they are participating in the event for the day or weekend. Members may have limited access to the facility on non-Club days and may not be allowed to camp during certain private test events. Members may camp on spectator weekends in the infield. Members receive a discount for full service RV and reserved camping locations in the paddock on a first come, first reserved basis.

### **Swimming Pool Rules**

The pool will be open daily, weather and daylight permitting, from dawn to dusk from April through October of each year. Members must accompany all guests and have their member cards ready and available to show upon entering the pool area each day. Children under 16 must be accompanied and supervised by an adult at all times. Members will be directly and fully responsible for all actions of their children and guests on the premises. Anyone using the pool and its facilities at any time does so at their own risk. Swimming attire is required and restricted to the pool area.

Running, shoving, rough behavior, horseplay and any personal conduct endangering the safety of self and others is not permitted. Only unbreakable containers are allowed in the pool area. All food and alcoholic beverages must be consumed in designated areas.

VIR DOES NOT PROVIDE LIFEGUARDS. Swimming will be at the members and their guests own risk!

Swimming pool rules will be posted at the facility and may change from time to time.