

Pacific Area Civil War Reenactors

Memorandum of Understanding

The intent of PACWR is to form an association of Civil War Reenactment Clubs, who retain their Independence, to present a united effort to achieve the following goal:

“To promote a higher state of safety awareness, the Organization will formulate safety rules”

(1) Each Member Organization of **PACWR** is recognized as an Independent and autonomous corporation that is governed by its own Board of Directors and its members. As such, membership in **PACWR** is voluntary and is subject to the Member Corporations’ ratification, agreement and cooperation. Agreement to, ratification of, and willing participation in the rules, agreements and cooperation in **PACWR** in no way constitutes any attempt by **PACWR** to subvert or impose any undue influence or control over any Member Corporation.

(2) **PACWR** recognizes that all Members have sovereign control over their sponsored events

(3) **PACWR** is established as a combined group of members that agree to establish a set of Safety rules, adhered to by all members, for the common good and safety of their membership at all Civil War Events sponsored and conducted by the members, and to otherwise further and promote the interests of Civil War reenacting.

To this end, members agree to abide by the Safety rules established by the representatives of the members; agree to support either in person or by establishment of a publication of scheduled events in their respective newsletters; and extend reciprocal membership to members upon written ratification by the Board of Directors of each Member Corporation and with written communication of same to the **PACWR** governing Board once a year, at the meeting to be held as soon as possible after the first of each Calendar year.

Mission Statement:

All Pacific Area Civil War Reenactors members are independent Corporations that own autonomous activities.

All Member Corporations agree and covenant themselves to:

- (1) Agree to the current Pacific Area Civil War Reenactors safety rules and tests governing reenactments events.**
- (2) Agree to use Pacific Area Civil War Reenactors waiver of liability forms.**
- (3) Agree to us best efforts not to establish competing events on the same weekend another member corporation is holding its events.**
- (4) Maintain all membership qualifications as outlined in minutes of March 24, 2007.**

Membership:

(1) Membership in **PACWR** is limited to those Corporations that are recognized as a not-for-profit Corporation under the Internal Revenue Code Section 501 (c) 3.

(2) Each Member must have its own liability insurance policy in which it is named as a sponsor of the event.

(a) WBSHA as a **Charter Member** is exempt from this clause as it is an Educational and Historic Preservation Corporation only, and does not at this time conduct Civil War Reenacting Events. Should WBSHA in the future start to conduct Civil War Reenacting Events it shall become subject to the same rules as other Members.

(3) Each Member must by itself, or in concert with other Corporations, present a reenactment event at least once during a calendar year.

(4) Each Member must agree to reciprocal membership status of individual reenactors for other members in **PACWR**.

(a) Reciprocal recognition of participating individual reenactors at events presented by members with respect to waiving fees applicable to guest and recognition of having taken and passed the required safety tests, if so indicated on the individual’s membership card.

(5) Each member agrees to adopt the safety rules promulgated by **PACWR** and communicate the same in writing once a year to the **PACWR** Governing Board.

(a) The Safety rules are meant to be the *Minimum* accepted Safety rules at all events sponsored by and facilitated by **PACWR** members and do not in any way constitute the only rules at a specific event.

(b) **PACWR** recognizes that minimum safety rules are meant as *basic* accepted rules ratified by the Governing Board of

PACWR, and this in no way is meant to construe that a member cannot enforce more stringent rules based on circumstances out of their control (i.e. site owners requirements, community laws, state laws, federal laws, common sense, etc.).

(c) If additional rules are to be imposed by the sponsoring member, they will to the best of their ability make the same known to the other members on a timely basis, as soon as same is known to them.

(6) Each member must agree, to the best of their ability, to attempt to abide by the event calendar established by *PACWR*, and to refrain from scheduling competing events on the same date as another member and in the same geographical area (i.e. Northern California, Central California, Southern California) if avoidable.

(a) This in no way is meant to mean that should an event site be unusable due to no fault of the hosting event Corporation (e.g. inclement weather or circumstances beyond the control of the Event Organizer) that an alternative date or site should not be used for the good of said Corporation.

(7) Each Member will, each calendar year submit to the Governing Board of *PACWR* a written communication of their respective Corporation's intent to be a member of *PACWR* for the ensuing year, and agree to abide by the Rules of Membership in *PACWR*.

Rules for Soliciting Membership in PACWR

(1) Each member petitioning membership in *PACWR* must submit a copy of a letter of determination as a not-for-profit Corporation from the Internal Revenue Service; Proof of Insurance (*subject to the same criteria as Members*); a letter from the petitioning Corporation's Board of Directors requesting to join *PACWR*; a copy of their proposed event schedule for the ensuing calendar year; 45 days prior to a scheduled meeting of *PACWR* members.

(2) Each member petitioning membership in *PACWR* must agree in writing to the adoption of the Safety Rules established by *PACWR*, and to requirements of membership. This agreement must be in the form of a letter of intent and agreement signed by the petitioning Corporations Board of Directors.

(3) Petitioned Membership is subject to a 2/3(3) majority vote of the members. This vote is to be a secret ballot conducted in closed session of the *PACWR* Governing Board, and is subject to one vote per member.

(4) Proxy voting is permitted by a member in the form of a written document only, received by the current Chairman at least five (05) days prior to the scheduled meeting of *PACWR*, and signed by the authorized representative of the member. This proxy may be rescinded only by the submitting member in person.

(a) Proxies submitted less than five (05) days prior to the meeting may be approved by a simple majority present.

Sanctions against members not in compliance with the membership Rules.

(1) Member Corporations that are believed not to be in compliance with the Memorandum of Understanding shall be required to show cause as to why they should not be subject to sanctions at either a regular or special meeting called as such.

(2) Members found to not be compliance with or in violation of the *PACWR* general rules will suffer the following sanctions of other *PACWR* members:

(a) Removal of their Events from the calendar of the official *PACWR* schedule of Events.

(b) No reciprocal membership at *PACWR* scheduled events.

(c) Termination of their membership in *PACWR* will be by a 2/3 vote of the Board of *PACWR*.

(3) Members that have been sanctioned will need to submit for consideration and vote, a request for reinstatement in *PACWR* subject to the rules for solicitation of new membership.

I have read and understand all the statements on these two pages and willfully sign this as part of my soliciting to be a part of *PACWR* for the year of _____

Signature _____ Date _____