GUIDELINES FOR THE OPERATION OF MOTORCYCLE UNITS (GOMU) IN TEXAS

REVISED: July 16, 2018

AS APPROVED BY THE DEPARTMENT OF TEXAS VFW COUNCIL OF ADMINISTRATION ON July 15, 2018.

Veterans of Foreign Wars Department of Texas
Guidelines for Operation of a Motorcycle Group
(GOMU)

NOTE: "HE", "HIS", "HIM", "CHAIRMAN" AS USED IN THIS GUIDE SHALL INCLUDE BOTH MALE AND FEMALE PERSONS. THE WORD "CHAIRMAN" IS SYNONOMIS WITH "CHAIRPERSON"

ARTICLE 1
NAME

The name of the group is the Veterans of Foreign Wars of the United States Motorcycle Group of Texas.

ARTICLE 2
ORGANIZATION

The Veterans of Foreign Wars Motorcycle Group of Texas, hereinafter referred to as the "VFWMGTX" is a sponsored unit of the Department of Texas, Veterans of Foreign Wars of the United States, hereinafter referred to as the "Department" and allowed to operate under the control of the Veterans of Foreign Wars of the United States, hereinafter referred to as the "VFW". The VFWMGTX is comprised of either District or Post motorcycle units as approved by the governing body of the Texas VFW sponsoring entity (District or Post) hereinafter referred to as the "Unit".

ARTICLE 3
MISSION

1) To promote and support the programs of the Veterans of Foreign Wars.
2) To promote motorcycle safety programs.
3) To provide a social atmosphere for VFW members who share the same interest.

ARTICLE 4
GENERAL RULES

1) All activities will be governed by the By-Laws and Guidelines as published by the National Headquarters of the VFW that reference the formation of VFW Riders Groups (hereinafter referred to as "VFWRG") and at the Texas VFW state levels by the Guidelines for Operation of Motorcycle Units (herein after referred to as the "GOMU". Wherever the GOMU or subsequent amendments are found to be in conflict with the present or any future National

or Department By-Laws or guidelines, the latter shall prevail and be binding upon the VFWMGTX. In all cases where there is a disagreement in the interpretation of the GOMU, the respective commander's opinion, at each level, will be the determining factor. Members or Units will have the right to appeal any decision to the next higher level with the State Commander's decision the final level.

2) The VFWMGTX IS NOT a sanctioned Motorcycle Club (MC) or Apart of any MC Confederation/Organization at any level and as such, do not have colors. The VFWMGTX proudly displays the VFW Cross of Malta which shows they are members of the VFW or its' Auxiliary and must always conduct themselves with that representation in in mind.
3) Each VFWRG formed shall be managed by committee, elected/appointed by its respective Unit and or Commander. All Committee Chairman will be selected from those members, in good standing of the VFW, who are also members of the VFWMGTX. In addition, the Commander and Quartermaster of the sponsoring unit, by virtue of their offices, shall be members of the committee. Trustees of the sponsoring unit shall not serve on the committee.
4) The Committee, at all levels, shall exercise such supervision over the VFWMGTX members and will ensure the protection of the VFW name and property.
5) The Committee Chairman shall seek approval and report activities at each regular meeting of the sponsoring entity.
6) Expenditure and receipt of funds (to include solicitation of and fundraising activity) shall be in accordance with VFW National By-Laws and Manual of Procedure and the Texas VFW By-Laws.
7) The VFWMGTX and subordinate units must adhere to the policies herein and those passed down from proper authority. Failure to comply with these issued guidelines will cause the group/unit to be discontinued.
8) By acceptance of a Texas VFW MG Unit, each sponsoring entity agrees that it will maintain sufficient general liability insurance to protect such unit and must name, as additional insureds, the Veterans of Foreign Wars of the United States and the Department of Texas, Veterans of Foreign Wars of the United State.
9) Sponsoring Unit's may incorporate any MG rules into Post/District By-Laws or Guidelines as long as such rules do not conflict with the Texas VFW GOMU, National Guidelines or the By-Laws of the VFW/Department.
10) Reporting
    a) VFWMU's shall make a monthly report to its sponsoring unit. This report includes the following information; membership, activities (including number of events, mileage, hours, and all funds raised/disbursed for the reported month).
        i) Continued use of the Texas VFW Website's "Report Community Service" function is the standard method for Sponsoring Post/District to report the VFWMU's activities.
        ii) Units can submit written reports at the appropriate regular business meeting of their Post/District.
    b) VFWMGTX will report annually to the National VFWRG Advisory Committee.

c) A full accounting of VFWMU members and participants to include VFW Members, VFW Auxiliary Members, and invited participants.
d) Their activity, which should include the number of VFWRG events, # participants, mileage, and hours.
e) Additionally, an accounting of funds raised and disbursed by the VFWMGTX for the year.

ARTICLE 5
MEMBERSHIP

SECTION 501- Types of Membership

1) Membership in the VFWMGTX is restricted to the following categories:
   a) Rider Members in good standing of a Texas VFW Post w/a "M" Endorsement on driver's license.
   b) Members in good standing of an authorized VFW Post Auxiliary who support the purposes of the VFWMGTX.
   c) Non-Riders who are members in good standing of a VFW Post or Auxiliary and want to support the purposes of the VFWMGTX. These riders are authorized to wear the official VFWMGTX back patch logo with a "Support Member" ribbon. Support members will be governed by the District or Post Unit that they are sponsored by.
   d) Persons, otherwise not eligible for VFW or VFW Auxiliary, who subsequently become eligible for VFW or VFW Auxiliary membership, must join.

SECTION 502- Qualifications

1) To be a member of the VFWMGTX, a person:
   a) Must meet all eligibility requirements of and be a member in good standing of the Veterans of Foreign Wars; or
   b) Must meet all eligibility requirements of and be a member in good standing of the Auxiliary to the Veterans of Foreign Wars; and
   c) Must provide proof of membership in the VFW or the Auxiliary by providing a current membership number and a membership card issued by the National VFW or Auxiliary.
2) VFWMGTX Riding Members must:
   a) Be recommended by two (2) active members of the VFWMGTX in good standing; and
   b) Attend a minimum of two (2) VFWMGTX (Unit meetings) and/or participate in two (2) rides or events hosted by the VFWMGTX as a requirement for membership. The event can be in any area of the State of Texas if prior approval is obtained from the VFWMGTX Unit in which the member is applying to for membership.

SECTION 503- Acceptance

Voting on Members: Once a potential member has met the minimum membership requirements (as stated in Article 5, Section 502), the unit membership sub-committee will at a regular meeting of the unit, make their recommendation to the unit. A vote of the membership will be taken. A 50% majority vote is required for all actions. Once an applicant is accepted and voted in by the respective unit, their membership dues are payable at that time. They may purchase a vest with all applicable patches. Any member of the VFWMGTX that holds an appointed office at the State or Unit level is required to purchase a vest with the applicable patches.

SECTION 504- Suspension and Revocation of Membership

If a member misses two (2) consecutive meetings, the Unit has the option to revoke/suspend the membership by a majority vote of those members present at any regularly scheduled Unit committee meeting. Persons receiving disability or are disabled to the point that they can no longer ride a motorcycle shall be eligible to maintain their membership, with full voting rights and eligibility to hold any office within the VFWMGTX, provided they:

1) Are members in good standing; and
2) Were members who met all of the requirements herein prior to any disability caused by:
    a) An accident; or
    b) The aging process; or
    c) A military service connected disability

SECTION 505- Waivers and Release of Liability

VFW Rides and Events will require that a waiver and release of liability be signed by the rider and their passenger, if applicable. The waiver should include a statement indicating that the rider carries liability insurance for themselves and all passengers that meets the minimum state, city and/or local insurance requirements; it should also indicate that the rider carries a valid state driver's license (military equivalents are acceptable), with a motorcycle endorsement. This is to indemnify the Post, District, Department, and National VFW against any liability for damages caused by the rider. All riders must ride and operate a motorcycle of sufficient size and power to maintain extended highway speeds. All members must operate their motorcycle in a safe and controlled manner at all times.

SECTION 506- Membership Verification

By applying for membership with the VFWMGTX, the applicant gives permission for the VFWMGTX to verify membership standing in the VFW or it's Auxiliary through the sponsoring entity (Department, District or Post VFW).

ARTICLE 6
CONDUCT AND DISCIPLINE OF MEMBERS

1) Conduct. All members, support members and guest riders will conduct themselves in such a manner that their actions are not an embarrassment to any level of the VFW organization, its Auxiliary or to themselves.
2) Misconduct is defined as a failure to abide by the guidelines as promulgated by the VFWMGTX, the National VFW, the Department VFW, the GOMU and any additional Post/District Guidelines.
3) Disciplinary Actions. In the event of misconduct of a member under the guidelines of the VFWMGTX, the Committee Chairman, at each level, has the right to temporarily revoke the offending member's privileges to include the wearing of a group patch and participation in group activities until a regular unit committee meeting or a special called committee meeting called for such purpose can be held. At that time, the members in attendance may vote to take action to reinstate the member or permanently or temporarily (for a designated period) revoke the member's right to wear the VFWMGTX patch.
4) Guest Riders. As non-members of the VFW or the Auxiliary, Guest Riders have no standing and disciplinary actions taken against them are entirely decided by the members of the VFWMGTX or the appropriate Unit. There is no right of appeal for Guest Riders.
5) Failure to abide by the decision of the appropriate committee will result in the referral of the action to the sponsoring Post or District Commander and/or the Department Committee Chairman.

ARTICLE 7
UNIT CHARTER

SECTION 701- Charters

1) The sponsoring District or Post membership as well as the VFWMGTX Committee Chairman must approve all applications for a new Unit Charter.
2) A prospective Unit may apply for a charter provided that the sponsoring District or Post has, by a 2/3rds majority vote at any regular or special meeting called for such purpose, passed a motion to sponsor the Unit and have provided a copy of the applicable minutes to the VFWMGTX Committee Chairman.

SECTION 702- Chartered Units

1) Will be sponsored by a VFW District or Post. In agreeing to sponsor a VFWMGTX Unit, the sponsoring entity agrees that it will maintain sufficient general liability insurance to protect the sponsoring District or Post and must name, as additional insureds, the Veterans of Foreign Wars of the United States and the Department of Texas VFW.

2) A chartered Unit will consist of at least eight (8) VFW Rider members with a valid state driver's license (including a motorcycle endorsement) at all times to be recognized as a part of the VFWMGTX. Failure to maintain at least eight (8) members will be cause for the revocation of the Unit charter.
3) Units of the VFWMGTX are not a Motorcycle Club (MC) and will not belong to any Confederation of Clubs (CoC). Additionally, chartered units of the VFWMGTX agree to abide by all of the rules, regulations, guidelines and By-Laws promulgated by the applicable National, Department, District or Post.

SECTION 703- Suspension and Discontinuance

Suspension and discontinuance of Motorcycle Units in Texas will be in accordance with Article XXII of the Department of Texas VFW By-Laws or as outlined herein.

SECTION 704- Charter Members

1) The organizer of a new prospective Unit must follow the requirements for membership as stated in Article 5.
2) A new Unit Charter may only be left open for a maximum of ninety (90) days to allow the names of the original applicants to be added to the Unit Charter before publication.

ARTICLE 8
INSIGNIA

SECTION 801- Patches/Logos

1) The use of VFW logos and VFW trademarks are protected under Section 803 and 805 of the National By-Laws and Manual of Procedure. The emblem used by the VFWMGTX is the VFW Cross of Malta. The National office of the VFW has the copyright to the emblem and as such, all emblems or logos used by the VFWMGTX will be purchased through the VFW Store. The VFWMGTX patch will be a one piece patch, which has two (2) ribbons incorporated in it. The ribbon on top will read "Veterans of Foreign Wars" and the ribbon on the bottom will read "Motorcycle Group", and in between the two patches will contain either the VFW Cross of Malta or the Auxiliary emblem, as appropriate. The patch will be worn on the back of a black leather or black denim vest. Below that may be a special ribbon that denotes a Charter, Unit, Auxiliary, Support or Founding Member. The Founding member ribbon denotes the original founding members of the VFWMGTX.
2) The only patch or markings of any kind that will be displayed on the back of members vest will be as stated in Section 801(a) and may only be worn by a member in good standing with both the VFWMGTX and either the VFW or it's Auxiliary. All patches with Unit numbers, positions held, name, road name as well as Charter Member patches for Auxiliary or VFW Support Members (that joined during the open charter period), will be worn on the front left side of the vest under the flag of the United States of America and above any military

badges and ribbons. A single small pin or patch recognizing a particular military achievement (such as a CIB, Purple Heart, Military Grade/Rank, etc.) or an assigned unit may be placed above the Texas flag as long as such pin or patch does not detract from the State of Texas flag.

3) Auxiliary members will use the blue Auxiliary emblem patch with the "Veterans of Foreign Wars" ribbon on top and the "Motorcycle Ribbon" on bottom with an Auxiliary ribbon beneath it. If an Auxiliary member joins during an open charter period, a smaller Charter Member patch will be placed on the front left side under the Unit patch.
4) The VFW District/Post or the Auxiliary that the member belongs to as well as, but not limited to, being a Life Member of such stated entity, will be noted on a patch on the right front side of the vest, under the flag of the State of Texas.
5) The above mentioned patches may not be reproduced without written permission from the VFWMGTX or its Committee Chairman.
6) Any Unit wanting to use logos for items to be sold must provide a draft or prototype of the item at a regularly scheduled meeting of the VFWMGTX or its Committee Chairman for written permission to produce and sell.
7) Any item of apparel which bears the VFWMGTX emblem as defined in Article 8, Section 801, paragraph (a) shall only be sold to members of the VFWMGTX.

SECTION 802-Costs of Patches and Vests

1) Purchases of the VFWMGTX vests and patches will be accomplished at cost plus shipping and handling.
2) The VFW Cross of Malta and Auxiliary emblems will be purchased through the VFW Store at their current rate plus applicable shipping and handling charges.
3) To ensure that the look of the vest and patches remain consistent among the entire group, all purchases will be from a designated source as approved by the Committee Chairman.
4) A vest patch kit may be purchased by the Unit and it will be the Unit Committee Chairman's responsibility to ensure that the patches meet the requirements and standards of these guidelines.

SECTION 803- Offensive items

Members of the VFWMGTX will dress in a manner that promotes a positive image for the VFW, particularly when operating in group activities or interacting with the community. No VFWMGTX Unit shall allow the use of patches or apparel using offensive language in conjunction with any patch or apparel using any VFW logo or trademark. It will be the responsibility of the Unit to enforce this provision.

ARTICLE 9
DUES

SECTION 901- Annual dues

1) Membership dues for the VFWMU shall be a minimum of $20.00 annually for all members included in the VFWMU, Auxiliary and Support members. The dues amount may be changed as prescribed by the VFWMGTX Committee of Units, with the approval of a majority vote of those riding members present at a regularly scheduled meeting of the VFWMU or a special meeting called for such purpose.
2) The VFWMGTX State Committee will receive a per capita (Maintenance) fee of $5.00 to cover the administrative costs of the VFWMGTX annually. Such per capita may be changed as prescribed by the VFWMGTX Committee of Units with the approval of a majority vote of those riding members present at a regularly scheduled meeting of the VFWMGTX or a special meeting called for such purpose.
3) Members whose current dues are paid to December 31 are considered in good standing and are entitled to all rights of membership, unless suspended or terminated, in accordance with Article 4 of the GOMU. If the member's dues are accepted after July 1 of any given year, they will be considered a member in good standing and are entitled to all rights of membership, unless suspended or terminated, in accordance with Article 4 of the GOMU, and will not be required to pay dues for any part of the next calendar year.

SECTION 902- Life Membership (Optional)

Life membership dues shall be a minimum of $100.00 for all VFWMU members including VFW, Auxiliary and Support members. The Life Member dues amount may be changed as prescribed by the VFWMGTX Committee of Units with the approval of a majority vote of those riding members present at a regularly scheduled meeting of the VFWMGTX or a special meeting called for such purpose.

SECTION 903- Payment of VFW and Auxiliary Dues

Any member of the VFWMGTX, Life or annual, who is also members of the VFW or its' Auxiliary, and are delinquent in dues for their respective organization will lose their VFWMGTX membership until such time as they are a paid member of the VFW or the Auxiliary.

ARTICLE 10
COMMITTEE OF UNITS (COU)

1) The VFWMGTX Committee of Units is comprised of at least two (2) officers from every chartered Unit in the Group, one of which shall be the Unit Committee Chairman (or designated representative) and one of which shall be a VFW Rider member.

2) A quorum of at least 20% of the designated members must be present to conduct business.
3) All matters of business brought before the Committee of Units must be done so only through the duly authorized Committee members.
4) The VFWMGTX Committee of Units will meet biannually for regular meetings in conjunction with the Teas VFW Mid-Winter Convention and the annual (To Be Announced) State Group ride/meeting. Special meetings of the Committee of Units may be called by the State Committee Chairman in accordance with the provisions of Article 13, Sections (g) and (h).

SECTION 1001- Voting

A 20% majority of the units present will constitute a majority for voting. Any action that requires approval by the Committee of Units (voting), between meetings of the COU, may be accomplished electronically. A record of such voting and the outcome will be maintained by the VFWMGTX Committee Secretary and ratified at the next regularly scheduled meeting of the VFWMGTX

ARTICLE 11
OFFICERS- DUTIES AND RESPONSIBILITIES

Section 1101- State Committee Officers

1) VFWMGTX Committee Chairman. The VFWMGTX Committee Chairman will be appointed by the State Commander of the Texas VFW. The term of the Chairman will end concurrently with the term of the State Commander unless reappointed to the position. The Chairman must be a member in good standing of the VFW and a riding member in good standing of a sponsored unit. The Chairman shall:
   a) Preside at all meetings of the VFWMGTX and meetings of the Committee of Units. In their absence, the State Chairman may appoint a Vice-Chairman to preside at the VFWMGTX meetings and state runs.
   b) Appoint a VFWMGTX Committee Secretary.
   c) Appoint a VFWMGTX Committee Treasurer.
      i) The VFWMGTX Committee Chairman may appoint any committees or positions within the State as they feel are necessary to accomplish the business of the VFWMGTX.
      ii) The Chairman authorizes all disbursements of the VFWMGTX.
2) VFW State Quartermaster is accountable for VFWMGTX funds once such funds are placed in his custody. The VFW State Quartermaster will place all funds in a restricted account and list such funds as a separate line item on budget as directed by the Texas VFW Council of Administration. Expenditure of funds approved in the Texas VFW budget will only be made at the direction of the VFWMGTX Committee Chairman.
3) Secretary. Among the duties of the VFWMGTX Committee Secretary, the Secretary shall:
      i) Record and publish the minutes of all meetings associated with the VFWMGTX.

ii) Issue all membership cards and maintain a record of all membership transactions, providing activity and statistical information to the VFWMGTX Chairman on a quarterly basis.
iii) Forward all dues monies collected to the VFWMGTX State Treasurer.
iv) Maintain any additional records of the VFWMGTX.
v) Administrative expenses incurred by the Secretary for approved activities will be paid out of the VFWMGTX funds, as approved by the Committee Chairman.

4) Treasurer. Among the duties of the VFWMGTX Committee Treasurer, the Treasurer shall:
   (a) Collect and forward all monies collected to the VFW State Quartermaster on a timely basis.
   (b) Collect and forward all monies from the activities of the VFWMGTX to the VFW State Quartermaster on a timely basis.
   (c) Prepare and submit to the VFW State Quartermaster a budget for the new fiscal year no later than the end of March of each year.
5) The position of the VFWMGTX Committee Secretary and Committee Treasurer may be combined at the discretion of the VFWMGTX Committee Chairman.

SECTION 1102- Unit Committee Officers

The members of each Unit shall recommend to the sponsoring District or Post, a VFW Rider member to serve as the Unit Committee Chairman for each VFW administrative year no later than May 31 of each year. The sponsoring District or Post Commander shall, upon installation to office, appoint a Motorcycle Committee Chairman, who must be a VFW Rider member for such units. It is entirely the prerogative of the sponsoring Unit's Commander, to either agree with the Unit recommendation or to appoint a Motorcycle Committee Chairman of their choosing. Among the duties of the Unit Officers are:

1) **Chairman**:
   a) Must be a member in good standing of the Veterans of Foreign Wars, and a member of the sponsoring unit.
      i) Duties: Presiding officer of all VFWRG meetings. The Chairman will act as a liaison between the VFWRG and the sponsoring unit and community organizations. The Chairman will request, from the sponsoring unit, approval for all events, expenditures of VFWRG dedicated funds. The Chairman will give a monthly report of the unit's activities.
2) **Vice Chairman**: Appointed by Unit Members
   a) Must be a member in good standing of the Veterans of Foreign Wars, and a member of the sponsoring unit.
      i) Duties: Will perform the duties as presiding officer in absence of the Chairman. Assists in the planning of VFWRG events. Coordinates the flow of information

provided to VFWRG members and advises the Chairman of concerns of VFWRG members.

ii) VFWMU's desiring to withdraw funds for an event/project must make a motion, gain a 2nd and a passing vote from the Post/District membership at a regular or special meeting.

3) **Secretary**: Appointed by Unit members
   a) Must be a member in good standing of the Veterans of Foreign Wars, and a member of the sponsoring unit.
      i) Duties: Responsible for keeping all the VFWRG records, written reports and correspondence between outside organizations. The Secretary will maintain all applications and Waivers of Liability forms. They call role at VFWRG meetings and responsible for recording the meeting minutes. It is the Secretary's duty to notify all members of special meeting times and dates other than the normally scheduled meetings. The Secretary will maintain the By-Laws of the VFWRG noting any changes as voted on and approved by the Sponsoring unit.
4) **Treasurer**:
      i) Held by the sponsoring unit Quartermaster or their authorized representative in accordance with VFW By-Laws.
      ii) Duties: Maintains financial records of the VFWRG. The Treasurer collects monies from all fundraising events and coordinates disbursement of funds. The Treasurer shall give a detailed report of all receipts and disbursement of funds at all VFWRG meetings. Shall provide a monthly finical report to the sponsoring unit Quartermaster for inclusion in the sponsoring unit's financial report. The Treasurer is also responsible for maintaining all the VFWRG patches that are un-issued as well as a record of the patches each member has in their possession. The Treasurer collects all VFWRG dues, if any, from the VFWRG members.
5) **Sergeant at Arms**: Appointed by Chairman.
   a) Must be a member in good standing of the Veterans of Foreign Wars or Veterans of Foreign Wars Auxiliary.
      iii) Duties: Makes certain to uphold rules of the VFWRG and keeps order at all meetings and events. Reports actions of its members, who do not conform to rules of VFWRG, or its sponsoring unit, to the Chairman.
6) **Chaplain**: Appointed by Unit members
   a) Open to any member in good standing of the Veterans of Foreign Wars, Veterans of Foreign Wars Auxiliary or participant of VFWRG.
      i) Duties: Provides spiritual guidance to VFWRG members.
7) **Road Captain**: Appointed by Unit members

a) Open to any member in good standing of the Veterans of Foreign Wars, Veterans of Foreign Wars Auxiliary or participant of VFWRG that meets criteria as ride leaders, capable of executing rides and functions pertaining to the VFWRG.
   i) Duties: The Road Captain is responsible for route planning and if needed the coordination of Support Vehicles for events. When on an event, they are the ranking officer if the Chairman and Vice-Chairman are not present and therefore leads the VFWRG formation on the ride. If the Chairman is on the ride, the Road Captain rides at the front of the group with the Chairman. The Road Captain will give a pre-ride safety briefing to all participants on the event including Support Vehicle drivers and passengers.

The position of Unit Secretary and Unit Treasurer may be combined at the discretion of the Unit Committee Chairman. The sponsoring Post or District Commander and Quartermaster, by virtue of their offices, will be members of the committee.

ARTICLE 12
MEETINGS

SECTION 1201-VFWMGTX State Meetings

1) The VFWMGTX Committee Chairman shall hold a meeting of all VFWMG Units at the VFW Mid-Winter Convention and the annual (To Be Announced) State Group ride/meeting.
2) All Units of the VFWMGTX will ensure that two (2) delegates from each Unit are in attendance at those respective meetings.
3) A Unit's failure to attend will result in the violating Unit being placed on probation which can ultimately lead to revocation of the Unit charter.
4) If a Unit is unable to attend the meeting, it may submit a letter detailing the reason for nonattendance. This letter must be in the possession of the VFWMGTX Committee Chairman before the meeting convenes. Consideration of the reason may or may not be accepted by the Committee Chairman resulting in an excused or unexcused finding.
5) The quorum to conduct a meeting shall be at least the presence of 20% of Units represented at the Committee of Units meetings or 20% of the total VFW riding members at all other meetings.
6) Only riding members who are members of the VFW have voting rights at any regular or special meeting of the VFWMGTX.
7) Special Unit meetings must be called for at a date not more than fourteen (14) days after:
   a) The VFWMGTX Committee Chairman receives a signed, written request format least five (5) District or Post Units; or
   b) A majority vote of the VFWMGTX members present at any meeting; or
   c) The VFWMGTX Committee Chairman decides a special meeting is necessary.

8) No business shall be transacted at any special meeting except for that for which the meeting is called. The location of the special meeting will be at the discretion of the VFWMGTX Committee Chairman.

SECTION 1202- Unit Meetings

1) Each Post Unit of the VFWMGTX will conduct at least one (1) monthly meeting of the Motorcycle Committee.
   a) District Units will conduct at least one (1) meeting every three (3) months.
2) The quorum at meetings for any Unit chartered under the auspices of the VFWMGTX will be at least five (5) members, including at least two (2) officers present at the meeting.
3) Only riding members who are members of the VFW have voting rights at any regular or special meeting of Units of the VFWMGTX.
4) Special Unit meetings must be called for at a date not more than fourteen (14) days after:
   a) The Committee Chairman receives a signed, written request of five (5) VFW riding members; or
   b) A majority vote of the VFWMGTX Unit members present at any meeting; or
   c) The Unit Committee Chairman decides a special meeting is necessary.
   d) No business shall be transacted at any special meeting except for that for which the meeting is called. The location of the special meeting will be at the discretion of the Unit Committee Chairman.

ARTICLE 13
COMMITMENTS

1) Commitments made by all Units of the VFWMGTX to participate in programs that were lawfully passed by a majority vote of the members of the VFWMGTX present at any meeting are held to be a binding agreement by the VFWMGTX to fulfill the goals of that commitment. Failure to honor these commitments places an undue burden on other Units to make up the difference of that commitment; and
2) If a unit cannot meet a commitment or goal, a letter will be sent to the State Committee Chairman citing the reason why the Unit was unable to meet the commitment or goal. The State Committee Chairman may elect to accept or reject the reason. Failure to meet the commitments or goals or rejection of the non-compliance letter, will result in the Unit being placed on probation for a period determined by the VFWMGTX Committee Chairman.

ARTICLE 14
CHANGES/ADDITIONS/APPROVALS

1) All proposed changes and or additions to these guidelines shall be sent to the VFWMGTX Committee Chairman, in writing, by the Unit Committee Chairman. Such action is to be completed no later than the Texas VFW Mid-Winter Convention. The proposed changes or additions will then be sent to all Unit Committee Chairmen for discussion. If the majority of

the VFWMGTX Units agree with the proposed changes or additions, they will be brought forward to the VFWMGTX Committee of Units for vote. A 2/3rds majority of Committee members in attendance is required for approval. These actions may only be taken at the annual convention of the Texas VFW. Any changes must not conflict with any provisions of the By-Laws of the National VFW or the Texas VFW.

2) All changes and or additions to these guidelines, after approval by the committee will be forwarded to the VFW State Adjutant for review and approval by the Texas VFW Council of Administration.

NOTICES

The foregoing Texas VFW Guidelines for the Operation of Motorcycle (GOMU) is a true and correct copy of such guidelines as adopted by a majority vote of the Department of Texas, Veterans of Foreign Wars of the United States Council of Administration on July 15, 2018.

Wherever these guidelines or subsequent amendments may be found to be in conflict with the present or any future guidelines or the By-Laws of the National Headquarters and the Department of Texas, Veterans of Foreign Wars of the United States, the latter shall prevail and be binding upon this Department as though written herein.

OFFICIAL:

Inge Conley
State Commander

Roy J. Grona
State Adjutant/Quartermaster.

ENCLOSURES

1) National VFWRG Statement of Policy
2) Forms
    a. National VFWRG Registration (Department) Form
    b. National VFWRG Registration (District) Form
    c. National VFWRG Registration (Post) Form
    d. National VFWRG Release and Waiver of Liability and Indemnity Agreement
    e. National VFWRG Membership (Participant) Application and Release Form
    f. National VFWRG Annual Activity Report

VFW Riders Groups

Statement of Policy

VFWRG Advisory Committee (National)

Registration

Forms

Statement of Policy
VFW National By-Laws, Sec. 709 (excerpt)

Veterans of Foreign Wars of the United States shall not be responsible for the negligent or wrongful acts or omissions nor the contractual obligations or debts of any Post, County Council, District or Department nor for the negligent or wrongful acts or omissions or contractual obligations or debts of any activity, clubroom, holding company or unit sponsored, conducted or operated by, for or on behalf of any Post, County Council, District or Department. Any activity, clubroom, holding company or unit sponsored, conducted or operated by, for or in behalf of a Post, County Council, District or Department shall be at all times under the direct control of such Post, County Council, District or Department and all funds derived there from shall be at all times under the direct control of such Post, County Council, District or Department.

All money, property or assets of any kind or nature, as well as all books and records, owned, held or used by any activity, clubroom, holding company or unit sponsored, conducted or operated by, for or in behalf of a Post, County Council, District or Department shall be the property of such Post, County Council, District or Department and must be placed in the care and custody of the respective Quartermaster. Such money, property, assets, books and records shall be subject to the same rules and under the same procedure as any other Post, County Council, District or Department money, property, assets, books and records.

VFWRG Advisory Committee (National)

A VFWRG Advisory Committee may be appointed by the Commander-in-Chief and consist of a minimum of one member, from four different Departments, who enjoy the pastime of motorcycling and monitor trends in motorcycling, policy, practices at the local, state and national levels; and other members as may be appropriate.

The committee shall advise on topics relating to group riding; assist in the coordination and execution of sponsored ride activity, to include the annual Vander Clute Memorial Motorcycle Ride; provide guidance to groups and their sponsoring unit (a Post, County Council, District or Department) to promote safe riding.

VFWRG Advisory Committee (Department)

It is encouraged that Departments, with multiple VFWRG's, form a Department Riders Group Advisory Committee utilizing the principles established above.

Registration

Each Post, County Council, District and Department shall register its riders group, using a form designated by the Adjutant General, and be required, from time to time, to update group contact information. Information provided will be used to promote and disseminate information regarding VFW organized riding events and VFWRG policy recommendations.

In addition, any unit adopting a uniform utilizing registered marks of the VFW, shall register and seek approval of said design in accordance with section 803 of the National By-Laws/Manual of Procedure and this policy.

Enclosure 2a)

National VFWRG Registration (Department) Form

Veterans of Foreign Wars of the United States
MOTORCYCLE RIDERS GROUPS (VFWRG)
REGISTRATION FORM (DEPARTMENT)

Adjutant General, VFW
ATTN: Administrative Operations
406 W. 34th Street
Kansas City, MO 64151

_____
DATE

In conformity with the National By-Laws and Manual of Procedure; Resolution 304 of the 118th National Convention; and the guidelines thereby established, the Department of _____,
DEPARTMENT NAME
VFW, has authorized and hereby registers a riders group known as:

_____
GROUP NAME (RECOMMENDED AS "VFW RIDERS, DEPARTMENT NAME)

as a subordinate unit of the Department, to promote and support the programs of the VFW, motorcycle safety, and to provide a social atmosphere for members who share the same interest.

The following member has been identified as a VFWRG officer:

President: _____ _____ _____
NAME MEMBERSHIP # EMAIL ADDRESS

In addition, we seek the conditional approval of the attached design(s) to be used as our riders group patch.
(Attach patch design)

The Department has reviewed VFWRG National guidelines and authorizes said subordinate unit.

DEPARTMENT COMMANDER: _____
PRINTED NAME SIGNATURE DATE

ATTESTED BY:
DEPARTMENT ADJUTANT: _____
PRINTED NAME SIGNATURE DATE

NATIONAL HQ USE ONLY

DATE RECEIVED: _____ ☐ APPROVED PATCH

☐ DEPARTMENT IN GOOD STANDING ☐ VFW LOGO ☐ AUX LOGO ☐ OTHER _____

DATE ACK'D: _____ AUTHORITY:

LAST REVISED _20171220

Enclosure 2b)
National VFWRG Registration (District) Form

Veterans of Foreign Wars of the United States
MOTORCYCLE RIDERS GROUPS (VFWRG)
REGISTRATION FORM (DISTRICT)

Adjutant General, VFW
ATTN: Administrative Operations
406 W. 34th Street
Kansas City, MO 64151

_____
DATE

In conformity with the National By-Laws and Manual of Procedure; Resolution 304 of the 118th National Convention; and the guidelines thereby established, Department of _____,
DEPARTEMNT
District No. _____, VFW, has authorized and hereby registers a riders group known as:

_____
GROUP NAME (RECOMMENDED AS "VFW RIDERS, DISTRICT #, DEPARTMENT)

as a subordinate unit of the District, to promote and support the programs of the VFW, motorcycle safety, and to provide a social atmosphere for members who share the same interest.

The following member has been identified as a VFWRG officer:

President: _____ _____ _____
NAME MEMBERSHIP # EMAIL ADDRESS

In addition, we seek the conditional approval of the attached design(s) to be used as our riders group patch.
(Attach patch design)

The District has reviewed VFWRG National and Department guidelines and authorizes said subordinate unit.

DISTRICT COMMANDER: _____
PRINTED NAME SIGNATURE DATE

ATTESTED BY:
DISTRICT ADJUTANT: _____
PRINTED NAME SIGNATURE DATE

DEPARTMENT HEADQUARTERS ENDORSEMENT

I have reviewed the above request and find no conflict with any policy or procedure adopted by the Department.

_____
DEPARTMENT COMMANDER or ADJUTANT PRINTED NAME SIGNATURE DATE

NATIONAL HQ USE ONLY

DATE RECEIVED: _____ ☐ APPROVED PATCH

☐ DISTRICT IN GOOD STANDING ☐ VFW LOGO ☐ AUX LOGO ☐ OTHER _____

DATE ACK'D: _____ AUTHORITY:

LAST REVISED _20171220

Enclosure 2c)
National VFWRG Registration (Post) Form

Veterans of Foreign Wars of the United States
MOTORCYCLE RIDERS GROUPS (VFWRG)
REGISTRATION FORM (POST)

Adjutant General, VFW
ATTN: Administrative Operations
406 W. 34th Street
Kansas City, MO 64151

_____
DATE

In conformity with the National By-Laws and Manual of Procedure; Resolution 304 of the 118th National Convention; and the guidelines thereby established, _____,
POST NAME
VFW Post No. _____ located in _____,
POST CHARTER CITY AND STATE
has authorized and hereby registers a riders group known as:

_____
GROUP NAME (RECOMMENDED AS "VFW RIDERS, POST #, CHARTER LOCATION)

as a subordinate unit of the Post, to promote and support the programs of the VFW, motorcycle safety, and to provide a social atmosphere for members who share the same interest.

The following member has been identified as a VFWRG officer:

President: _____ _____ _____
NAME MEMBERSHIP # EMAIL ADDRESS

In addition, we seek the conditional approval of the attached design(s) to be used as our riders group patch.
(Attach patch design)

The Post has reviewed VFWRG National and Department guidelines and authorizes said subordinate unit.

POST COMMANDER: _____
PRINTED NAME SIGNATURE DATE

ATTESTED BY:
POST ADJUTANT: _____
PRINTED NAME SIGNATURE DATE

DEPARTMENT HEADQUARTERS ENDORSEMENT

I have reviewed the above request and find no conflict with any policy or procedure adopted by the Department.

_____
DEPARTMENT COMMANDER or ADJUTANT PRINTED NAME SIGNATURE DATE

NATIONAL HQ USE ONLY

DATE RECEIVED: _____ ☐ APPROVED PATCH

☐ POST IN GOOD STANDING ☐ VFW LOGO ☐ AUX LOGO ☐ OTHER _____

DATE ACK'D: _____ AUTHORITY:

LAST REVISED _20171220

Enclosure 2d)
National VFWRG Release and Waiver of Liability and Indemnity Agreement

Veterans of Foreign Wars of the United States
MOTORCYCLE RIDERS GROUPS (VFWRG)
Release and Waiver of Liability and Indemnity Agreement

The undersigned (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns), for and in consideration of the opportunity to participate in VFWRG activities (hereinafter, EVENT(S) sponsored and/or conducted by the VFW Riders Group and their respective officers, directors, employees and agents, HEREBY RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE and HOLDS HARMLESS the VFWRG, the VFW Post, District, County Council, Department, and the Veterans of Foreign Wars of the United States, and the respective officers, directors, management, members, volunteers and employees of each (hereafter, the "RELEASED PARTIES") from any and all claims arising from or in connection with: (i) the conduct or management of the VFWRG or EVENT; (ii) any act, omission, or negligence of the VFWRG or any VFWRG member or participant; (iii) any accident, injury, or damage whatsoever occurring during or related to any EVENT. The undersigned understands and acknowledges that a participant may incur personal or bodily damage while participating in these activities, and assumes all risks inherent in these activities and accepts full and complete responsibility for any and all damages or injury of any kind.

This Release extends to any and all claims I have or later may have against the "RELEASED PARTIES" resulting from or arising out of the performance of their duties whether or not such claims result from negligence (except willful neglect) with respect to the EVENT(S) or with respect to the conditions, qualifications, instructions, rules or procedures under which the EVENT(S) are conducted or from any other cause. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE OR BRING ANY CLAIMS WHATSOEVER AGAINST ANY OR ALL OF THE "RELEASED PARTIES" FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES.

I am experienced in and familiar with the operation of motorcycles and fully understand the risks and dangers inherent in motorcycling. I am voluntarily participating in the EVENT(S) and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might sustain to my person and property as a result of my participation in the events, and any negligence (except willful neglect) on the part of any or all of the "RELEASED PARTIES" in performing their rider group duties.

WAIVER OF RIGHTS UNDER STATE STATUTES
I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this release and Indemnification Agreement, including but not limited to Section 1542 of the California Civil Code which provides:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known to him must have materially affected his settlement with the debtor."

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the "RELEASED PARTIES."

THIS IS A RELEASE – READ BEFORE SIGNING

Rider/Passenger (Minors must have a parent/guardian signature attached)

EVENT _____ EVENT LOCATION _____

CHECK ONE: ☐ RIDER (OPERATOR) ☐ PASSENGER

☐ PASSENGER (MINOR CHILD) requires parent/guardian signature: _____

NAME (PLEASE PRINT) _____ STREET ADDRESS _____

PHONE _____ CITY _____ STATE _____ ZIP CODE _____

SIGNATURE _____ DATE _____ EMAIL ADDRESS _____

LAST REVISED _20171220

Enclosure 2e)
National VFWRG Membership (Participant) Application and Release Form

Veterans of Foreign Wars of the United States
MOTORCYCLE RIDERS GROUPS (VFWRG)

MEMBERSHIP (PARTICIPANT) APPLICATION AND RELEASE FORM

PREREQUISITE

You must be the legally registered owner of a street-legal motorcycle (500CC minimum) and must possess a valid motorcycle driver's license in your state of residence, and maintain proper levels of insurance; or passenger thereto; or non-riding persons volunteering on behalf of the group in an active supporting role.

You must be a member in good standing of the Veterans of Foreign Wars (VFW), VFW Auxiliary, or an invited participant.

RIDERS GROUP INFORMATION

SELECT ONLY ONE

☐ POST ☐ DISTRICT ☐ DEPARTMENT _____
VFW RIDERS GROUP NAME

APPLICATION TYPE

SELECT ONLY ONE

☐ RIDER (OPERATOR) ☐ PASSENGER ☐ NON-RIDING VOLUNTEER

PERSONAL INFORMATION

_____ _____
NAME *(PLEASE PRINT)* STREET ADDRESS

_____ _____
PHONE CITY STATE ZIP CODE

_____ _____
EMAIL ADDRESS DATE OF BIRTH

☐ VFW or VFW AUXILIARY MEMBER MEMBERSHIP #_____ POST/AUXILIARY NO. _____

☐ LIFE MEMBER ☐ ANNUAL MEMBER EXPIRATION: _____

☐ INVITED PARTICIPANT _____ _____ _____
SPONSOR (VFW or AUXILIARY MEMBER) MEMBERSHIP # POST/AUXILIARY No.

*****THIS IS A RELEASE OF LIABILITY FORM, READ BEFORE SIGNING*****

I agree that the Veterans of Foreign Wars (VFW) of the United States, the VFW Auxiliary, and the Veterans of Foreign Wars Riders Group (VFWRG) unit sponsored by any Post, District, or Department of the Veterans of Foreign Wars, and their respective officers, directors, employees, and agents (hereinafter, the "**RELEASED PARTIES**") shall not be liable or responsible for injury to me (including paralysis or death) or damage to my property occurring during any VFW or VFWRG unit activities and resulting from acts or omissions occurring during the performance of the duties of the Released Parties, even where the damage or injury is caused by negligence (except willful neglect). I understand and agree that all VFWRG members and their guests participate voluntarily and at their own risk in all VFW and VFWRG activities and I assume all risks of injury and damage arising out of the conduct of such activities. I release and hold the "**RELEASED PARTIES**" harmless for any injury or loss to my person or property which may result from participation in VFW and/or VFWRG activities and EVENT(S). I UNDERSTAND THIS MEANS THAT I AGREE NOT TO SUE OR BRING ANY LEGAL ACTION AGAINST THE "**RELEASED PARTIES**" FOR ANY INJURY OR RESULTING DAMAGE TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR RIDER GROUP DUTIES IN SPONSORING, PLANNING OR CONDUCTING SAID EVENT(S).

WAIVER OF RIGHTS UNDER STATE STATUTES

I further agree to waive all benefits flowing from *any* state statute that would negate or limit the scope of this Release and Indemnity Agreement. By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the "**RELEASED PARTIES**".

_____ _____
SIGNATURE DATE

RIDER (OPERATOR) ONLY

MOTORCYCLE: _____ _____ _____ _____ CC
MAKE MODEL YEAR ENGINE DISPLACEMENT

DRIVER'S LICENSE: _____ _____ _____ ☐ YES ☐ NO
NUMBER STATE EXPIRATION DATE MOTORCYCLE ENDORSEMENT

INSURANCE CARRIER: _____

LAST REVISED _20171220

Enclosure 2f)
National VFWRG Annual Activity Report

Veterans of Foreign Wars of the United States
MOTORCYCLE RIDERS GROUPS (VFWRG)

ANNUAL ACTIVITY REPORT

RIDERS GROUP INFORMATION

SELECT ONLY ONE

☐ POST ☐ DISTRICT ☐ DEPARTMENT _____ _____
VFW RIDERS GROUP NAME LOCATION

President: _____ _____ _____ _____
NAME MEMBERSHIP # EMAIL ADDRESS PHONE

MEMBERSHIP STRENGTH

ACTIVE PARTICIPANT COUNT

_____ VFW MEMBER(S) _____ AUXILIARY MEMBER(S) _____ INVITED PARTICIPANT(S)

ACTIVITY

DATE	EVENT	# OF RIDERS	MILES	TOTAL MILES	HOURS	TOTAL HOURS	EXPENSES	FUNDS RAISED	FUNDS DONATED
	TOTALS								

Data accumulated will be used by the National VFWRG Advisory Committee to prepare a national report to be presented to the Commander-in-Chief prior to the start of the National Convention. Please ensure reports are submitted prior to June 1st.

LAST REVISED _20171220