

**Corinthian Vintage Auto Racing Corporation, CVAR**  
**Minutes of Board of Directors (BoD) Special Meeting**  
**Wednesday, 7 August 2024**  
**Zoom Call**

1. Attendees:
  - Danny Piott – President
  - John Strnad - Treasurer
  - Steven Schultze - Secretary
  - Steve Coleman - Authenticity
  - David Lee - Board member at large
  - Colby Lemmons – Board member at large
2. Call to order: The meeting was opened at 6:02 pm by Danny Piott. Chris Kellner and Tom O’Grady were not present.
3. Meeting minutes for June 25, 2024 were presented for approval by Steven Schultze. The minutes stand.
4. Danny Piott announced we need to solicit for a volunteer to take over the club licensing duties ASAP. Steven Schultze and Danny Piott will coordinate to get the role responsibilities and solicit the club for a volunteer.
5. Danny Piott shared the status on 2025 race dates. As of this time we are waiting on ECR, MSR Houston, and MSR Cresson with available dates. NOLA will be explored should the tracks we are in discussions with not be able to provide enough dates. Membership club tracks have discussed the need to be focused on their member needs prior to outside organizations. Discussed the cobrand of events with VSCDA and RMVR next year.
6. Danny Piott shared Scott Barrett is interested in the Chief of Tech position and will attend the September ECR race to learn more about the role and duties.
7. David Lee discussed we need to start and appoint the nominating committee for the 2025 Board vote soon.
8. David Lee discussed appointing individual ‘track liaisons’ or ‘ambassadors’ to manage our relationship with our current and future tracks. We have CVAR members that are also members at tracks in our area. We would like to have track regulars become our ambassadors to build a relationship that keeps CVAR on the tracks mind when dates are available. This also includes have the ambassador be the front on the tracks needs and when CVAR might be able to volunteer and aid with the track. David Lee is going to message CVAR membership.

9. Steven Schultze discussed the Annual Meeting membership concern of all Mechanical Faults that result in on track contact being automatically a Driver Fault. Steven Schultze discussed the history of this action with Berkeley Merrill and also had a discussion with our Chief Steward. Steven Schultze motioned the Board instructs the Safety Committee to review and accept possible mechanical fault in addition, or in lieu of, driver fault as an on-track incident cause AND there is no driver penalty resulting in being placed on the trailer for a mechanical only fault. The Board discussed this is not intended to 'box the Safety Committee' into mechanical faults and if the Safety Committee deems the mechanical fault was due to the driver than it may be labeled as driver fault. Our Safety Committee still has their authority to best decide the fault based on the information they are presented. John Strnad seconded the motion, which carried unanimously. Approved.
10. Steven Schultze motioned the Board accepts the lawyer's changes to the Bylaws and the Bylaws will do into effect immediately with the President and Secretary signing at first in-person opportunity. David Lee seconded the motion, which carried unanimously. Approved.
11. Steven Schultze motioned the Board accepts the lawyer's recommended Officer Code of Conduct. The Board and Officer Code of Conduct document will become effective at the 2025 Annual Meeting. It will become standard for each Board member to (re)sign and (re)submit the Code of Conduct each year at the Annual Meeting. Colby Lemmons seconded the motion, which carried unanimously. Approved.
12. Steven Schultze discussed the changes to the Driver Release document. The lawyer removed wording in the Bylaws and then added this to CVAR's driver release document. In addition, the lawyer updated the Release to be current with Texas guidelines, and this release can be used in any state we sponsor an event as written. Steven Schultze motioned the Board accepts the new release and will institute it in 2025. Steve Coleman seconded the motion, which carried unanimously. Approved.
13. Steven Schultze discussed the background and best practice of Board's having voted in Directors and Executive Officers be appointed to two-year terms and to stagger the years these individuals are voted to prevent a complete Board member change out in a single year. Steven Schultze motioned the Board to become two-year terms. In 2025 the President and Treasurer will become two-year terms. Vice-President, Authenticity Chief, and Secretary will be voted for a one-year term in 2025 and then beginning in 2026 would become a two-year term. No changes to the Board At Large Director. Chris Kellner had joined the call during this discussion. Steve Coleman seconded the motion, which carried unanimously. Approved.
14. The Board discussed Steven Schultze sharing a communication with membership on these changes.

15. Danny Piott discussed the status of registrations and planning for the September ECR race. There will be a dinner, blue flag race, Group 1 special race, along with an updated schedule and load in instructions sent out. Arrival time will be no earlier than 3:30 pm on Thursday. There was a discussion to have group reps reach out to visiting drivers and share information to bring them into the group and paddock together.
16. Steve Coleman shared an update the Competition Committee is working through all the rule change proposals submitted.
17. Steven Schultze shared an update on the Steering Committee developing a survey for membership and some of these questions are relatable to rule change proposals, but not specific to the proposal.
18. There being no further business, the meeting was adjourned at 7:13 pm.

Steven Schultze, Secretary

## **CORINTHIAN VINTAGE AUTO RACING CORPORATION CODE OF CONDUCT**

Corinthian Vintage Auto Racing Corporation (“CVAR”) is committed to achieving the highest standards of professionalism and ethical conduct in its operations and activities and expects its members to conduct their activities according to the highest ethical standards of conduct and to comply with all applicable laws.

### **I. STANDARDS OF CONDUCT OF THE BOARD AND OFFICERS**

1. **STANDARDS OF CONDUCT:** A director or an officer of the Corporation shall discharge his or her duties as a director or as an officer, including duties as a member of a committee:
  - a. in good faith;
  - b. with the care an ordinarily prudent person in a like position would exercise in similar circumstances; and
  - c. in a manner he or she reasonably believes to be in the best interests of the corporation.
  
2. **RELIANCE ON THIRD PARTIES:** In discharging his or her duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:
  - a. one (1) or more officers or employees of the club whom the director or officer reasonably believes to be reliable and competent in the matters presented;
  - b. legal counsel, public accountants, or other persons as to matters the director or officer reasonably believes are within the person’s professional or expert competence; or
  - c. with respect to a director, a committee of the Board of Directors of which the director is not a member, as to matters within its jurisdiction, if the director or officer reasonably believes the committee merits confidence.
  
3. **BAD FAITH:** A director or officer is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 2 unwarranted.

4. **CONFIDENTIALITY:**

- a. Each Member acknowledges that during their membership, they will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the corporation that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to these Bylaws, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the corporation treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, “Confidential Information”). In addition, each Member acknowledges that: (i) the corporation has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the corporation with a competitive advantage over others in the marketplace; and (iii) the corporation would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the corporation) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during its association with the corporation or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.
- b. Nothing contained in Article I, Section 4(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; or (v) to the other Members; such Member shall notify the Corporation and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the corporation and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the corporation, when and if available.
- c. The restrictions of Article I, Section 4(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been

independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member on a non-confidential basis from a source other than the corporation or the other Members provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the corporation.

- d. The obligations of each Member under this Article I, Section 4(a) shall survive (i) the termination, dissolution, liquidation, and winding up of the Corporation; and (ii) the withdrawal of such Member from the corporation.

## **II. MISSION & AUTHENTICITY**

1. As a CVAR director and/or officer, I will uphold and support the mission and purpose of the club and the CVAR bylaws, as published for all Members on the CVAR website, by acknowledging and affirming the following:
  - a. As Corinthians, we are ladies and gentlemen who support and race vintage automobiles. We are dedicated to high standards of safety, conduct and ethics. We share a love of cars authentically prepared. We compete for the satisfaction of racing vintage cars, not for the glory.
  - b. The purpose of CVAR shall be to encourage the restoration, preservation, and operation of Vintage Cars, to act as a source of technical and other information, and to conduct a broad range of events for vintage cars and their owners.
2. As a CVAR director and/or officer, I will uphold and support “Authentic Period Class Racing” by acknowledging and affirming the following:
  - a. The automobile preparation rules and regulations as published on the CVAR website;
  - b. The rule change, licensing, and operational policies as published on the CVAR Website;
  - c. I do not gain any special privileges over any other Member because of my Board position regarding the published policies or rules; and
  - d. I will uphold the mission and purpose of the club and consider all the membership when I approve or disapprove changes in the policies and rules by following proper process of the corporation and its bylaws.

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW**

To be signed and returned to the Secretary of CVAR.

I, \_\_\_\_\_, acknowledge that I have received and read a copy of the Corinthian Vintage Auto Racing Corporation Code of Conduct (“Code”). I understand the contents of the Code and I agree to comply with the policies and procedures set out in the Code.

I understand that I should approach [Board of Directors] if I have any questions about the Code generally or any questions about reporting a suspected violation of the Code.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**CORINTHIAN VINTAGE AUTO RACING – DRIVER’S RELEASE AND WAIVER**

This driver’s release (“Release”) is made by and between \_\_\_\_\_ (“Driver”) and Corinthian Vintage Auto Racing Corporation (“Sponsor”). Driver has requested to participate, and Sponsor has agreed to allow Driver to participate in automobile racing competitions sponsored by Sponsor on certain racetracks (“Premises”). In consideration of the agreements hereinafter set forth, Driver and Sponsor agree as follows:

1. Driver agrees, acknowledges, and understands that no warranty, express or implied, is made by Sponsor, as to the condition of any raceways, roads, buildings, pit areas, or other improvements on the Premises, or the Premises itself, other driver qualifications, condition of other participant vehicles regarding safety or road worthiness or that dangerous conditions do or do not exist and that this Release is sufficient warning that there are numerous dangers conditions, risks, and hazards involved in automobile racing and associated activities and in the use of the Premises and improvements thereon. The activities Driver desires to undertake and Driver’s presence on the Premises expose Driver and Driver’s property to dangerous conditions, risks and hazards such as single or multi-vehicle accidents, explosions and fire. Driver expressly assumes all such risks, hazards, and dangers with the understanding that Driver is exposing his person and property to the same.
2. Driver expressly warrants, agrees, acknowledges, covenants, and represents that neither Sponsor nor their agents, employees, volunteers, successors or assigns have made, nor has Driver relied upon, any promises, assurances, or representations as to raceway conditions, other participant qualifications or condition of other participant vehicles regarding safety equipment or road worthiness as inducement to enter into this Release and Driver has relied upon his own judgment when entering into this Release.
3. **IN CONSIDERATION OF DRIVER’S ENTRANCE ON THE PREMISES AND PARTICIPATION IN THE COMPETITIONS, DRIVER HEREBY RELEASES AND AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS SPONSOR AND ITS AGENTS, EMPLOYEES, VOLUNTEERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AT LAW AND DAMAGES, INCLUDING ATTORNEY’S FEES, RESULTING FROM ANY ACCIDENT, INCIDENT, OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM DRIVER’S PARTICIPATION IN THE COMPETITION OR USE OF THE PREMISES. DURING THE PERIOD DRIVER IS PARTICIPATING IN COMPETITIONS OR PERMITTED ON THE PREMISES AND UNTIL VACATING THE PREMISES, REGARDLESS OF WHETHER THE SAME MAY RESULT FROM SPONSOR’S NEGLIGENCE OR GROSS NEGLIGENCE. DRIVER HEREBY FURTHER COVENANTS AND AGREES FOR HIMSELF AND HIS HEIRS, SUCCESSORS AND ASSIGNS, THAT HE WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST SPONSOR AND ITS AGENTS, EMPLOYEES, VOLUNTEERS, SUCCESSORS OR ASSIGNS.**
4. Driver agrees, acknowledges, and understands that by registering and participating in Sponsor’s event, he shall abide by Sponsor’s current Rules and Regulations as posted on Sponsor’s website. Further, if Driver acts in a manner inconsistent with the Rules and Regulations, he shall be banned from participation in any subsequent Sponsor events.
5. This Release, and all matters arising out of or relating to this Release, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas. Further, any controversy or claim arising out of or relating to this Release shall be settled by arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction.

**SPONSOR**

**DRIVER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_