



**Sun City Summerlin**  
Community Association, Inc.

**Clubs and Community  
Organizations Procedures  
Manual**

Revised January 2020

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## INTRODUCTION

Chartered Clubs and Community Organizations, (hereinafter referred to as “Clubs”) are organizations that are approved sponsored by the Sun City Summerlin Community Association, Inc. (SCSCAI) to foster and promote hobbies, community interests, recreational and cultural pursuits among its members. In so doing, the SCSCAI provides an opportunity for all members to enjoy associations with others while pursuing similar interests.

The community centers and recreation facilities are primarily for the use of members and their guests except when preempted at the direction of the Executive Director and their staff for the benefit of the community. It is the purpose of these Clubs and Community Organizations Procedures (hereinafter referred to as “Procedures”) to provide direction and structure to the Chartered Club and organizations system and enable the membership to enjoy fully the facilities and programs offered.

Club members, should be aware that by joining a Club, are deemed to have waived any claim of liability against the SCSCAI as a result of participation in any Club sponsored activity.

Club members should contact the Community Services Department or Chair of the Clubs and Community Organizations Committee (CCOC) with questions, to obtain forms, or to request to be on the CCOC agenda.

These Procedures are subject to change with the approval of the SCSCAI Board of Directors.

### **Authority**

The authority for Clubs rests with the SCSCAI Board of Directors. If these Procedures are in conflict with SCSCAI’s governing documents, the governing documents will prevail.

### **Clubs and Community Organizations Committee (CCOC)**

The CCOC is a standing committee of the SCSCAI Board of Directors that operates under their guidance and is subject to their review. It serves as a liaison between Clubs and the Board of Directors for the purpose of recommending changes in policy, endorsing special programs and arbitrating matters of conflict. The CCOC establishes, reviews and modifies the Procedures for Clubs and submits them to the Board of Directors for approval.

### **SCSCAI Executive Director**

The Executive Director or their designee is responsible for coordinating and

implementing policy for Clubs and assisting with operational and financial concerns.

### **Director of Community Services**

The Director of Community Services reports to the Executive Director and is responsible for assisting Clubs with their constitution, policies and procedures, facility scheduling, special programs, publicity and promotion, and coordinating all Club matters.

#### **I. ESTABLISHING A CHARTERED CLUB**

##### **A. Chartered**

A Club is chartered when their constitution has been approved by the SCSCAI Board of Directors, thereby granting official status to the Club.

##### **B. Establishment of a Chartered Club**

To establish a chartered Club, groups must:

1. Complete and submit a New Club Formation packet to the Director of Community Services. This packet can be obtained at the Community Services Department.
2. Obtain the necessary signatures and SCSCAI membership numbers. In order to obtain a charter, at least 25 members are required. All potential members of a SCSCAI Club must be owners or residents holding a current Association Card and in good standing with the SCSCAI.
3. Develop a proposed Club Constitution using the template guidelines (Attachment #1) with assistance from the Director of Community Services. The proposed constitution shall be turned in at the Community Services Department for review by the CCOC. When all requirements are satisfied, the proposed constitution is submitted to the SCSCAI Board of Directors with a recommendation from the CCOC. The constitution is not official until approval has been secured in writing from the SCSCAI Board of Directors.
4. All Clubs may charge and collect annual dues. The amount of the annual dues may be increased or decreased by a majority vote of the Club membership at a business meeting of the Club.
5. A Club will hold their first official election within one (1) year of the date on the letter from the SCSCAI Board approving the Club Constitution. An interim board/officers will be appointed by the Club members to serve until the first official election. Club elections will be held in the months of October, November or December. Exceptions may be granted by the CCOC on a case by case basis.

6. Club elections will take place at the membership meeting. Clubs may choose which date the Board members take office following an election.
7. Each Club shall be considered chartered when its constitution is approved by the SCSCAI Board of Directors, stating the purpose and function of the Club. All Club constitutions shall be kept on file with the Director of Community Services. The constitution outlines a Club's basic purpose. A Club is required to stay within the guidelines of their Club's approved purpose and not to infringe on any other Club's purpose or function. By-laws are the operating procedures necessary to accomplish specific Club functions and are optional. The Club constitution format is shown in Attachment I. The format is standardized for all Clubs and includes mandatory clauses. All topics or headings shown in the sample format must be included in all Club Constitutions. Club Constitutions and By-laws shall be in compliance with these Procedures. These Procedures will prevail if there are conflicts.

## **II. CLUB REQUIREMENTS**

All Clubs must follow the CCOC Procedure Manual and SCSCAI governing documents.

### **A. Membership**

1. Membership in a Club must be open to all members of SCSCAI without discrimination to sex, race, religion, ethnic culture or national heritage. Chartered Clubs must be open to all members and residents of the Association in good standing and holding an Association Card.
2. The formation of segregated activities for male and female members of SCSCAI may be permitted as long as both genders are provided with an equal opportunity to pursue common interests.
3. Each Club must submit a list of members for the current year to the Community Services Department by March 31 of each year as well as anytime requested by the Executive Director or Director of Community Services.
4. All members of Clubs are required to adhere to these Procedures as well as the governing documents of SCSCAI. The board of the Club is responsible for enforcing these Procedures. Any violations of the SCSCAI governing documents are to be reported to the Executive Director.

5. Emails, phone numbers and addresses of members of a Club are for Club business only and cannot be distributed to the general membership of the Club. The Club Board will designate in writing to the Club members the name of all Club members who have possession of the member contact information and who have permission to send messages by email using the list. When mass distribution is sent by email to members of the Club the email recipients and email addresses must be hidden by using the Bcc function. If a Club desires to create a directory that lists email addresses, phone numbers and mailing or street addresses of their members, they must have permission of the member in writing to do so. First and last names of members can be distributed in a membership directory without permission.

**B. Elections and Meetings**

1. Once a year the Club must hold a membership meeting for the purpose of reviewing the past years business of the Club, including a financial report and sharing any plans for the coming year. The membership meeting must be properly noticed in the Link magazine.

Any action requiring a majority vote of the Club membership must be presented to the membership for approval at a duly noticed Club business meeting at which a quorum is present. A quorum, as defined by each Club, is required in order to conduct any Club business. Virtual meetings may be held through the internet or via email. Issues can be voted on in the same manner. The election of officers and any dissolution of a Club cannot be conducted in a virtual meeting.

2. Once a year, in the month designated in the Club Constitution, the Club must hold officer elections. Officer elections will be held in the month of October, November or December. The officers needed and terms of office will be designated in the Club Constitution. Exceptions in regard to an election month may be granted by the CCOC on a case by case basis. Clubs shall determine in their constitution what date the newly elected officers will take office. Election meetings must be properly noticed in the Link magazine at least 60 days prior to the meeting.

For guidance on how to conduct Club elections refer to the Guideline and Checklist for Conducting Club Officer Elections. (Attachment XVI)

3. The title of the officers needed and terms of office will be designated in the Club Constitution.

All Clubs shall provide a list of new Club Officers to the Community Services Department within 14 days after election or appointment. If a Club Officer is removed, resigns or vacates their position for any other reason, the Community Services Department shall be notified within 14 days of the Club receiving notification.

**C. Contractual Relationships**

Instructors, directors, and entertainers being compensated for personal services, must be engaged on a written contract basis and shall be considered independent contractors. The Club Officers are responsible for having all independent contractors fill out the Contract For Services and the Sole Proprietor/Independent Contractor form (Attachment IV and IV-A) and submit the completed form to the Director of the Community Services in advance of hiring the Sole Proprietor/Independent Contractor. A Club officer cannot be under contract within the same Club. Elected officers of a Club have the responsibility to make arrangements for contracted services. The Club Officers shall determine the qualifications and schedules required, and shall negotiate the rates to be charged. All Club contracts must be approved by a majority vote of the Club's membership, unless the Club's by-laws provide otherwise, or it is an approved budgeted item. Copies of said contract must be submitted to the Director of Community Services in advance of the contract being executed. Independent contractors are required to fill out an Independent Contractor form. (Attachment IV and IVA)

Anyone teaching a class or giving instruction to members of a Club on Association property and receiving compensation of any kind must complete the Contract for Services and Sole Proprietor/Independent Contractor forms (Attachment IV and IV-A) and submit them to the Director of Community Services. Instructors who are employees of a company or will be contracting to provide instructors who are employees of a company need to have Workers Compensation Insurance. This Workers Compensation Insurance Declaration page should be attached to the Contract for Services form. Members of the Association who volunteer their services are covered under the Association's insurance policy.

**D. Starbright Theatre Use**

Clubs that want to perform at the Starbright Theatre shall meet with the Director of Community Services in order to schedule performance and rehearsal dates. A contract will be entered into between SCSCAI



and the Club. Two officers of the Club will be required to sign the contract. If there are any conflicts with Starbright Theatre date selections see attachment Starbright Theatre-Reservations Process. (See Attachment XV)

**E. Request for Special Room Reservations (excludes Club Designated Rooms, Club Designated Space, rooms reserved for regular and annual Club Meetings and the Starbright Theatre)**

1. From time to time Clubs may find the need to reserve a room for a class or other special activities. Clubs must have on file with the Community Services Department and where applicable, the Fitness Department, the names of the officers of their Club that are authorized to make and cancel room reservations.
2. Community Center Room Reservations – Contact the Community Services Department to reserve a room.
3. Fitness Center Room Reservations – Contact the Fitness Department to reserve a room.
4. Room reservations are subject to availability and are limited to a maximum of six dates per request. Additional reservations cannot be made until all reservations have been used.
5. Room reservations must be cancelled 24 hours in advance of the reservation time. Repeated failures to cancel room reservations could result in loss of reservation privileges. In order for privileges to be restored the Club Board will have to present its appeal to the CCOC for determination of when the privilege will be restored.

**F. CCOC Annual Club Officers Meeting**

The CCOC Chair, Executive Director and Director of Community Services will meet with officers of all Clubs each year. These meetings are conducted to update policies, clarify procedures, for training and to discuss general concerns. This meeting will normally be held in the month of February.

**G. Club Communications Requirement to SCSCAI**

Club matters requiring action on the part of SCSCAI management or the SCSCAI Board of Directors will be submitted in writing to the Director of Community Services by a Club officer. The SCSCAI Board of Directors is not required to involve itself in any Club matter unless the

CCOC and Executive Director have duly reviewed it.

#### **H. New Equipment**

Clubs may use Club funds to purchase equipment and tools for use by the Club and its members. Any purchase that requires electrical, plumbing or ventilation modification require notification and approval by the Association and shall be submitted to the Executive Director in advance. Approval from the Association can take 45 to 60 days.

Any requests for new equipment to be purchased with Association funds and used by the Club shall be submitted in writing by one of the Club officers to the Executive Director for action. No notice to the Executive Director is required when using Club funds unless there are electrical, plumbing or ventilation requirements.

#### **I. Class Requirements**

In order to start a new class in a fitness or social center, a Club must have a minimum of ten (10) Club members committed to said class. This should be done via a roster with Club member signatures. In order to maintain existing Club classes, the class must maintain an average attendance of ten (10) persons per class. Class attendance that drops below this average will be reviewed by the CCOC. Attendance numbers will be obtained from Club documents, fitness center usage reports, room schedule reports, etc.

### **III. Use of Facilities by Clubs**

#### **A. Alcoholic Beverages**

Alcoholic beverages consumed in any Sun City managed restaurant shall be purchased from Sun City licensed staff. During a Club function or other function, that is not held at the Pinnacle Community Center, the Summit, the Starbright Theatre or at a SCSCAI operated restaurant, members of a Club may supply their own alcoholic beverages if done as a “Bring Your Own Bottle” (BYOB) or the Club may contract with SCSCAI for a catered bar service to provide alcoholic beverages. Clubs may not purchase alcohol to sell at or as a part of the event or to give away if the alcohol will be opened to be consumed during the function. A combination of BYOB and Catered Bar is not allowed and SCSCAI must be notified when the room is reserved which method of alcohol service will be used. When reserving the room the Club must indicate if there will be alcohol at the event and if it will be BYOB –or – Catered Bar from SCSCAI.

Events held at Pinnacle Community Center, the Summit, and the Starbright Theatre or at a SCSCAI operated restaurant must utilize the SCSCAI catered bar service. Individuals sponsoring the event are responsible to make sure attendees are aware in advance that if there is a Catered Bar, then the participants cannot bring any alcoholic beverages into the event. Violation of this alcohol policy will result in immediate suspension of the Club activities until the issue is investigated and brought before the CCOC and the SCSCAI Board of Directors, at which time any sanctions imposed by the SCSCAI Board of Directors will prevail.

**B. Dedicated Room or Space**

1. Clubs who use a dedicated room or have dedicated space designated for their use must complete and agree to the terms of the Dedicated Room Use Restrictions (Attachment V) or the Dedicated Space Use Restrictions (Attachment VI) as applicable.

2. Clubs that have a dedicated craft room and/or storage cabinets must provide a list of Club members who are allowed to check out the keys, possess keys or gain access to those areas. Member list needs to be submitted to the Community Services Department.

3. All Club members must check in with the Club and provide their Association Card. The Director of Community Services can recommend an alternative form of check-in for the Club. The alternative form must be approved by the CCOC. Alternative forms of check-in are temporary and may be revoked or changed at any time.

4. Clubs with dedicated space will post scheduled operating hours. Operating hours may be adjusted to meet the membership demands with SCSCAI governing documents and the Director of Community Services approval.

**C. Donations**

Dues collected by a Club cannot be donated to another entity. Other fees collected by the Club must be used to offset membership fees or for the purpose designated when collected or received. Clubs may accept monetary (or other) donations.

**D. Food**

Clubs may bring in food for potlucks or use a licensed caterer. A Club must supply SCSCAI with the caterer's current business license and certificate of liability insurance. A certificate of liability insurance is not required for food drop offs only. Food and/or beverages are not

allowed in the Pinnacle meeting room, music room, Starbright Theatre or on poker tables or chairs. A sign must be posted on the serving table stating if food was prepared by a licensed caterer or by members of the Club in a kitchen not overseen by the Health Department. Signage will be provided by the Community Services Department.

**E. Raffles**

1. Following an affirmative vote of a majority of the Club members, a Club may hold a raffle or host a Club event to raise money for a designated charity, however, no Club funds may be spent on the raffle prize or event, and the advertising and tickets must clearly state who the proceeds or donated items from the event are being donated to.

2. Clubs may sell raffle tickets or Club event tickets (with the exception of Starbright Theatre tickets) in designated areas of the social centers in advance of the event, with the approval of the Community Services Department.

3. 50/50 raffles to benefit an organization other than the Club must be advertised in advance; the organization to benefit from the raffle must be named when advertising. The raffle does not have to be a 50/50 percentage split, but may be decided by the Club. Club members must announce these details at the event and when selling raffle tickets to others. Club members may not buy raffle prizes or solicit raffle prizes for a drawing that will benefit a separate organization; cash raffles are advised.

**F. Special Activities and Fundraising Events**

Clubs may engage in fundraisers for such things as acquisition of Club equipment and supplies, guest speakers, parties, etc. Fundraisers involving any type of gambling are prohibited. All Club fundraisers are to be scheduled through and approved by the Director of Community Services. Clubs may be required to reimburse SCSCAI if a special event incurs extraordinary costs for set-up, cleaning, etc.

**G. Guests**

1. It is the responsibility of the Club's officers and members to see that guest privileges are not abused. Clubs are responsible for seeing that the sponsoring member's card is validated at the monitor station when sponsoring guests during Club functions and events. Club members are responsible for their guests while using the facilities. Guests under the age of 19 must be accompanied by the member at all times.

2. Club activities are meant to be for members of the Clubs. From time to time Club members may want to bring a guest to participate in a Club activity. Guest participation is only allowed when it would not displace a Club member from the activity or require a Club member not to participate. The Club members are responsible for their guests and must be present and remain present as long as the guest is in attendance at the Club activity.

- Resident Guest(s). A resident guest is a resident of Sun City Summerlin who has a current SCSCAI membership or activity card and has not yet joined the respective Club. After a resident guest has attended two club functions they will be required to become a member of the Club in order to continue attending functions.
- Non-resident Guest(s). Non-resident guests cannot join a Club but may attend Club functions as a guest of a member of the Club. Note: SCSCAI monitors must validate a guest attending a Club function on SCSCAI property. Members of the Club or members of the Association have absolute priority over non-residents who are guests of a Club member when an activity is limited to the number of people who can participate. If the member's guest passes have been depleted, the member may purchase additional daily guest passes. This can be done at the SCSCAI business office or at the monitor stations at Mountain Shadows or Desert Vista social centers. Each Club may determine how many times a non-resident guest may visit a Club function and put the specific number of visits into their constitution as well as any other qualifications as specified by the club. The Club is responsible to keep track of non-resident guests.

#### **H. Kitchen Use**

A Club representative must give their membership Card to the monitor on duty to retain until the event is finished. Monitor will return membership card at the conclusion of the event if the room and kitchen are left in a clean condition. Clubs may be required to reimburse SCSCAI if a meeting incurs extraordinary costs for set-up, cleaning, etc. A Club must supply their own items such as coffee urns, pitchers, etc. A Club will be allowed to use the SCSCAI refrigerators or freezers at Desert Vista and Mountain Shadows community centers to store their food items 24 hours prior to an event, upon availability. All

food must be removed immediately after event.

**I. Regular Facility Use and Allocation of Space**

1. The term “regularly” is defined as those activities and meetings that are consistently held on the same days of the week/month/quarter throughout the calendar year. Clubs shall submit a schedule to the Director of Community Services to identify regularly scheduled Club activities and meetings. These meetings shall be published in the Link by the Club.

2. The allocation of space in SCSCAI facilities is dependent upon availability. The Director of Community Services has the right to move a Club from one assigned room/facility to another assigned room/facility if it is determined to be in the best interest of the Association. This does not include dedicated Club rooms. The Director of Community Services may deny exclusive use of a room to a Club if it is determined to be in the best interest of SCSCAI. Clubs are provided with meeting or activity space and promotion of same without charge. Each year, Clubs are required to complete the Room Set-up Sheet (Attachment III) and return to the Community Services Department. Room Set-up Sheets for fitness center activities shall be submitted to the Fitness Department office at Desert Vista. The Club is required to give 24-hour notice if the scheduled event is canceled. Any coffee charges incurred will be the responsibility of the Club.

3. In addition to regularly scheduled meetings, Clubs may schedule up to two special events in each calendar year with no rental charges. If any admission is charged, the Association is entitled to receive 25% of the admission price. Events may be held without charge if a Club is sponsoring an activity that is open to the general membership and is designed to inform and communicate issues of general interest.

**IV. OPERATING AND SAFETY RULES**

Club officers are responsible for the operational safety and the proper care and use of all equipment and facilities. All Clubs, with assistance of staff and input from the Association insurance carrier, will develop appropriate rules for the operation and safety of the equipment specific to their Club. These rules must be posted in a conspicuous location. All Clubs must adhere to health, fire and safety rules and regulations mandated by SCSCAI and governmental agencies. To comply with these rules and regulations, there must be sufficient open aisle space separating tables so as not to restrict the

orderly movement or evacuation for people in the event of an emergency. The specific Operation and Safety Rules for each Club will be part of the documents the Club is required to adhere to.

For safety reasons, it is recommended that a minimum of two persons be in the craft rooms at all times when the facilities are open, and it is mandatory when operating any kind of equipment.

All Clubs are required to abide by the room set-ups that have been approved by the Community Services Department. Residents are not permitted to change or interfere with room set-ups or the organizational layout of the equipment. Any change or alteration of any room or facility layout must be submitted in writing to the Director of Community Services for approval.

Refer to Attachment XVII for complete Safety Rules and Guidelines.

#### **V. Accidents/Incidents**

All incidents involving personal injury or property damage occurring in SCSCAI facilities must be reported to SCSCAI within 24 hours of the incident. An Accident/Incident Report (Attachment VII) shall be submitted by the Club Monitor or Club Officer to the SCSCAI monitor on duty or to SCSCAI staff.

#### **VI. Service Animals**

The policy regarding service and emotional support animals is governed by Federal and State laws, as well as SCSCAI policies, procedures and rulings. Refer to the Executive Director for questions regarding this topic.

#### **VII. Inventory**

All property initially provided to a Club or subsequently obtained by a Club shall remain the property of SCSCAI in the event of Club dissolution. For insurance purposes, Association records need to be updated annually. A Club Asset List form (Attachment VIII) of all such property shall be maintained by SCSCAI, updated annually by each Club and filed with the Director of Community Services by January 31st of each year.

#### **VIII. Repairs and Maintenance to Equipment or Facilities**

Requests for remodeling, repairs or correction of facilities will be evaluated by the Executive Director for need and availability of funds. Maintenance and repairs to Club equipment shall be the responsibility of each Club. It is recommended that each Club establish a reserve fund (i.e. savings account) sufficient to cover replacement of expendable and capital assets. Clubs may charge the cost of damage to equipment resulting from careless or improper use to the individual responsible.

#### **IX. IRS AND SCSCAI ACCOUNTING REQUIREMENTS**

##### **A. Fiscal Year**

The fiscal year shall be the same as SCSCAI, July 1 through June 30. SCSCAI requires its Clubs to operate on a fiscal year.

### **B. Sales Tax**

Sales activities must be pre-approved by the Director of Community Services. Whenever sales activities are authorized, all funds collected by the Clubs are required to be used to benefit Club members. Any taxes from consumable sales are the responsibility of the Club to report to SCSCAI by filing the Report of Taxable Sales form (Attachment X) monthly with the Community Services Department. Sales tax is imposed upon the purchaser, but the seller is always responsible for the collection of the tax. The seller is required to remit the tax on all taxable transactions regardless of whether some or all of the sales price is not collected. Failure to collect and report taxes properly, or circumvention of sale activity allowances, may result in the loss of Club status and subsequent revocation of the Club charter by SCSCAI. Clubs must submit to the Community Services Department a Report of Taxable Sales and remit by check the applicable sales tax for each event within the month it occurs.

### **C. Checking Account**

If a Club collects dues or other fees and at any time the amount of funds collected from all sources exceeds \$1000, the Club shall be required to open a Club bank account. The Executive Director can facilitate setting up accounts with banks that SCSCAI has a relationship with. Clubs that are required to have a Club bank account must:

1. Have a Club specific EIN, facilitated by the SCSCAI.
2. Provide the SCSCAI Community Services Department with copies of bank statements for the periods ending December 31 and June 30. The December statement is due by January 31. The June statement is due by July 31. In addition the filled in and signed "Chartered Club Annual Recap Forms" (Attachments XVI and XVIII) for each bank account and each petty cash fund must accompany the bank statements and be submitted to the Community Services Department.

### **D. IRS Requirements**

1. File any required tax returns based on IRS rules. Assistance can be requested from the SCSCAI Finance Department if the threshold to file is actually met.
2. Clubs are required to submit to the Community Services Department a "Request to Issue a 1099" (Attachment IX) by January 15 for all services rendered to the club by an individual who receives \$600 or



more in the fiscal year.

3. A Form W-9 shall also be completed by the instructor and submitted by the club to the Community Services Department. The fiscal year shall be the calendar year January 1 through December 31.

#### **E. Accountability of Funds and Records**

1. All bank accounts shall be placed in the name of the Club and will remain so through succeeding club administrations. The signature of two elected officers shall be required on each check. Clubs may, for the purpose of establishing a reserve fund, open interest bearing savings accounts only. The purpose and intent of establishing such reserve funds will be limited to the purchase of new equipment or the repair or replacement of existing equipment identified on a current inventory list (i.e. lathe, computer, sewing machine, kilns and specialized sound equipment). The reserve fund shall be limited to a maximum amount not to exceed the total inventory cost list, unless the purchase is a new item, which may not be included on an inventory cost list. No certificates of deposit, etc. are acceptable.

2. Any single unbudgeted expenditure exceeding \$500 (or any lesser amount designated in the club constitution), must have the approval of the Club membership.

3. All Clubs shall maintain a continuity of records as follows: (1) meeting minutes for a period of three (3) years, and (2) financial records for a period of seven (7) years prior to the current year.

4. When deemed necessary, the SCSCAI Executive Director and/or the Director of Community Services are authorized to examine the Club's financial records (including inventory lists). Clubs must provide data in a timely manner to avoid possible suspension of Club activities or Club dissolution.

5. It is vital for all Clubs to maintain an adequate record system, but also one that is simple to operate. Records should be maintained to provide a clear audit trail and comply with accepted accounting procedures. At a minimum, the treasurer's record keeping system will incorporate a bank checking account with timely reconciliations. Disbursements will not be made without proper support documentation. All disbursements shall be made by check or from an established petty cash fund. If from petty cash, a signed receipt must be obtained.

6. All sale items received from members will be held by the Club on a

consignment basis.

7. At least annually, a Club member (other than the treasurer) shall perform an audit or review to ensure the accuracy of the financial records. That individual shall submit a report to the Club president and, upon request, to the Director of Community Services.

## **X. SALES POLICIES**

### **A. SELLING OF MERCHANDISE BY INDIVIDUALS**

The individual or private selling of merchandise in SCSCAI facilities is not allowed unless sponsored by a Club and sanctioned by SCSCAI. Any applicable sales taxes generated by sales shall be the responsibility of the Club and reported monthly to the Director of Community Services on the Report of Taxable Sales form (Attachment X).

The arts and crafts facilities are intended for the pursuit of hobbies and are not for the manufacture of articles to be sold by individuals for private gain. Clubs may offer articles for sale made by their members and must submit the required sales taxes to SCSCAI on a monthly basis. Clubs are to promote hobby, recreational and cultural activities, rather than to be a sales outlet for items not produced within Club facilities. Items for which Club members receive orders are Club sales.

All Clubs having members' items for sale shall equally and fairly limit the number of items a member may have for sale through the Club at any one time so that all Club members will have an equal opportunity for participation. This limitation may be adjusted from time to time to meet the demand. All sales of member-owned items are to be recorded showing, (1) member's name or identifying number, (2) description of item sold and item number, (3) date of sale and gross sale price, (4) amount of sales price due to Club member, (5) amount of sales price retained by Club, and (6) sales tax collected and submitted to the Community Services Department.

### **B. Club Display Windows/Rooms**

All sale items displayed in Club windows/rooms must be sold directly through the Club's designated craft room to comply with sales tax and Club percentage requirements. This will promote Club growth by encouraging potential Club members and guests to visit Club facilities and generate additional income potential for Club operations.

## **XI. REVOCATION OR DISSOLUTION OF CLUB**

**A.** Chartered Clubs may be revoked or suspended following a recommendation by the CCOC and the subsequent decision of the SCSCAI

Board of Directors. The SCSCAI Board of Directors has the authority to revoke or suspend any charter. Reasons for revoking or suspending a Club's charter include, but are not limited to:

- Failure to adhere to the Club's approved constitution
- Failure to elect a minimum of three officers
- Membership declines below 25
- Irreconcilable membership conflict
- Noncompliance with the SCSCAI governing documents
- Noncompliance with these Procedures
- Violation of federal, state or local government statutes and ordinances
- Failure to maintain adequate financial records and control

**B. Assets** - Upon dissolution of a Club, all assets shall remain the property of SCSCAI.

**C. Liabilities** - Dissolution may not be completed until all outstanding debts of the Club have been satisfied. All members are liable for any debts incurred by the Club and must satisfy them in full prior to the Club's dissolution.

**D. Officer Duties** - During the period leading to and including dissolution, the duties of the president and all elected officers remain in accordance with these Procedures.

**E. Membership Approval** - Thirty days advance notice to membership is required prior to a membership vote for dissolution. If the Club membership fails to approve dissolution, new officer elections will be held in accordance with these Procedures and the Club will continue to operate as stated herein. If the majority of the Club votes to dissolve the Club, a request and Club Dissolution Form (Attachment XI) shall be forwarded to the Director of Community Services who will submit it to the CCOC for recommendation to the SCSCAI Board of Directors.

**F. Quorum** - If a Club is unable to obtain a quorum, the CCOC has the authority to dissolve the Club.

## **XII. CLUB REPORTS AND FORMS**

The following reports are to be mailed or delivered to the Director of Community Services, 10360B Sun City Boulevard, Las Vegas, Nevada 89134 for processing. All forms may be obtained from the Community Services Department.

**Sample Constitution (Attachment I)** - This sample is supplied to help give guidance for the completion of the Club Constitution.

**Club Officer Form (Attachment II)** – All Clubs shall provide a list of new Club officers 14 days after election or appointment.

**Room Set-Up Request (Attachment III)** - Whenever any room, furniture or equipment is requested for a Club meeting, the proper form must be submitted. This request will remain in effect for each regular meeting until the end of the calendar year.

**Contract for Services and Sole Proprietor/Independent Contractor (Attachment IV and IV-A)** - Clubs are required to enter into a contract for all outside services rendered to that Club. A copy must be submitted to the Community Services Department.

**Chartered Club Dedicated Room Use Agreement (Attachment V)** - This form is to be signed by the Club president at the beginning of every year and returned to the Community Services Department.

**Chartered Club Dedicated Space Use Agreement (Attachment VI)** - This form is to be signed by the Club president at the beginning of every year and returned to the Community Services Department.

**Release of Liability and Personal Information Forms (Exhibit I-A)** - This form is to be signed by the Club president and returned to the Community Services Department as needed.

**Addendum to Charter Bus Agreement (Exhibit I-B)** - This form is to be signed by the Club president and returned to the Community Services Department as needed.

**Accident/Incident Form (Attachment VII)** – The Club should complete this form immediately after serious incident or accident occurs involving any Club operation.

**Club Asset List (Attachment VIII)** - A Club is required to update its tool and equipment asset list and submit it to the Community Services Department by January 31st of each year. The asset list will be used in conjunction with the Association's annual insurance coverage. A copy of the asset list will be retained by the Club and used throughout the year to adjust as necessary. Disposal of equipment shall be noted at the bottom of the asset list when submitted at year-end.

**Request to Issue 1099 (Attachment IX)**-A club is required to submit to the Community Services Department by January 15 of each year for all services rendered to the club by an individual who receives \$600 or more in the fiscal year.

**Report of Taxable Sales (Attachment X)** - Clubs selling any taxable items (any tangible item) must report this within the month this item was sold. The form and a check for the sales tax shall be submitted to the Community Services Department.

**Club Dissolution Form (Attachment XI)** - This form must be completed and returned to the Community Services Department who will bring it to the CCOC. This will be taken to the SCSCAI Board of Directors for final approval.

**Bus Trip Procedures (Attachment XII)** - This form must be completed and returned to the Community Services Department one week prior to any bus trip.

**Room Utilization Agreement (Attachment XIII)** - This form must be completed and returned to the Community Services Department at the beginning of each year.

**Guidelines and Checklist for Conducting Officer Elections (Attachment XIV)** - The nominating committee chairperson at a meeting held for the purpose of electing officers may follow the guidelines outlined in this attachment.

**Starbright Theatre Reservation Process (Attachment XV)**

**Chartered Club Annual Recap Form – Calendar Year (Attachment XVI)** - This form must be completed and returned to the Community Services Department by January 31<sup>st</sup> – Calendar Year.

**Safety Rules and Guidelines (Attachment XVII)**

**Chartered Club Annual Recap Form – Fiscal Year (Attachment XVIII)** - This form must be completed and returned to the Community Services Department by July 31<sup>st</sup> – Fiscal Year.

## **CONSTITUTION**

### **ARTICLE I** **Name and Purpose**

SECTION I.1      Name: The name of the club shall be \_\_\_\_\_.

SECTION I.2      Purpose: The purpose of the club shall be to \_\_\_\_\_. The club exists to benefit its members and shall operate as a nonprofit organization, with all funds being used for club purposes.

### **ARTICLE II** **Authority and Limitations**

SECTION II.1      Quorum: A quorum is required in order to conduct any club business. A quorum is defined by the club to be \_\_\_\_\_ (number of members or percentage of membership).

### **ARTICLE III** **Membership**

SECTION III.1      Membership: Membership shall be open to owners or residents holding a current Association card and in good standing with SCSCAI.

SECTION III.2      Dues: Dues shall be established by the Club Officers and any proposed change in the dues must be voted on and approved by the Club members before it can go into effect.

**ARTICLE IV**  
**Meetings**

SECTION IV.1 Membership Meetings: A meeting of the membership shall be held at least once a year in the month of \_\_\_\_\_. The club will provide this meeting date to the Community Services Department which will coordinate notifications of all meetings in the LINK magazine, the official publication of the Association.

SECTION IV.2 Virtual Meetings: Virtual meetings may be held through the internet or via email. Issues can be voted on in the same manner. The election of officers and any dissolution of a club cannot be conducted in a virtual meeting.

**ARTICLE V**  
**Organization**

SECTION V.1 Composition: The club must have at least three officers, one of whom must be designated as the President and one of whom must be designated as the Treasurer. These officers may not be the same individual

SECTION V.2 Club Board:

1. The officers of the Clubs shall serve as the Club's Board of Directors and shall meet monthly, quarterly or annually as provided for in the Club constitution.
2. Special meetings may be called at the discretion of the officers.
3. All meetings shall be documented with notes or minutes, and those notes or minutes made available for review by any member of the Club upon request.

SECTION V.3 Nominations and Term of Office: Club members may nominate themselves even on the day the election is being held. Term of office is one year. There are no term limits.

SECTION V.4 Compensation: All officers are unpaid volunteers when acting as an officer. Officers of a club cannot receive compensation in any form from any club activities.

**ARTICLE VI**  
**Finances**

- SECTION VI.1     Unbudgeted Expenditures: Unbudgeted Expenditures exceeding \$\_\_\_\_\_ must be voted on by the Club members. Expenditures included in the budget do not need to be voted on unless they exceed the projected cost by more than \_\_\_\_%.
- SECTION VI.2     Audit: At least annually a person other than the financial officer shall conduct a review of the checking account, receipts and expenditures of the Club.

**ARTICLE VII**  
**Elections**

- SECTION VII.1    Elections: Elections shall be held annually in the month of \_\_\_\_\_.  
New officers will take office on\_\_\_\_\_.
- SECTION VII.2    Officer Recall: If the majority of the members determine that an officer is not fulfilling his or her duties, members may call for a recall election by submitting a petition signed by a majority of club members to the club officers. Said recall election will be handled in the same manner as the annual election.

**ARTICLE VIII**  
**Amendments and By-Laws**

- SECTION VIII.1   Amendments: Provided that all Club members have been given a 30 day notice of the proposed changes any proposed amendments to this constitution must be in writing and approved by a majority of a quorum of the membership. All proposed changes to a club's constitution must be approved by the CCOC.
- SECTION VIII.2   By-laws: By-laws may not conflict with, or modify, this constitution or other SCSCAI governing documents.



**ARTICLE IX**  
**Dissolution**

SECTION IX.1     Dissolution: Dissolution of the club must be approved by a majority of members present at a club business meeting.

SECTION IX.2     Assets: Upon dissolution of the club, all assets shall remain the property of the SCSCAI.

SECTION IX.3     Approval: Final dissolution of the club requires the approval of the CCOC and SCSCAI Board of Directors .

**Reviewed and approved by the club members at its business meeting held  
on\_\_\_\_\_.**

**SIGNATURES OF OFFICERS**

\_\_\_\_\_  
Club Officer                                  Date

\_\_\_\_\_  
Club Officer                                  Date

\_\_\_\_\_  
Club Officer                                  Date

**REVIEWED/APPROVED**

\_\_\_\_\_  
Clubs and Community Organizations Committee                                  Date  
Sun City Summerlin Community Association, Inc.

**FINAL APPROVAL**

\_\_\_\_\_  
Board of Directors                                  Date  
Sun City Summerlin Community Association Inc.

**CLUB OFFICER FORM**

Elected Date: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

**Submit the following information to the Director of Community Services within 14 days after any election of officer(s) or any change of officer(s).**

Name of Club/Organization: \_\_\_\_\_

**PRESIDENT\***

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**TREASURER**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

\* Primary contact for communication with the club.

**OFFICER**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**OFFICER**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**OFFICER**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**ROOM SETUP SHEET**

Desert Vista       Mountain Shadows       Sun Shadows       Pinnacle

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

Room(s) Reserved: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Club/Organization (Function): \_\_\_\_\_

Individual Requesting: \_\_\_\_\_ Phone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Tables/Chairs		Technical Equipment		Refreshments	
Item	Qty			Item	Qty
<u>6' Buffet Tables</u>	_____	<u>Cordless Microphone</u>	_____	<u>Coffee - DV Only</u>	
<u>8' Buffet Tables</u>	_____	<u>- Room #5 Only</u>		<u>Regular</u>	_____
<u>5' Round Tables</u>	_____	<u>Podium</u>	_____	<u>Decaf.</u>	_____
<u>3x3 Tables</u>	_____	<u>Podium w/Microphone</u>	_____	<u>Ice Water</u>	_____
<u>Chairs</u>	_____	<u>Standing Microphone</u>	_____	<u>Hot Water</u>	_____
<u>Easel(s)</u>	_____	<u>Table Microphone</u>	_____	<u>Caterer's Name:</u>	
<u>U.S.A. Flag</u>	_____	<u>Screen</u>	_____		
<u>Dry Erase Board</u>	_____	<u>TV/VCR Player</u>	_____		
		<u>TV/DVD Player</u>	_____		
		<u>Digital Projector</u>	_____		

Please draw the room arrangement in the box below and return to the Scheduling Coordinator at Desert Vista.

***24-hour cancellation notice required. The SCSCAI reserves the right to make scheduling changes.***

**CONTRACT FOR SERVICES**

**This form is to be submitted to the Community Services Department.**

1. This contract is entered into between the \_\_\_\_\_,  
hereinafter referred to as “club” and \_\_\_\_\_  
hereinafter referred to as “contractor.” Club wishes to engage contractor for the specific purpose  
of (specify) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
2. Contractor agrees:
  - A. To determine the manner, content, and hours of service to be performed, in coordination with club officials.
  - B. To be responsible for any and all taxes which may be incurred as a result of this agreement.
  - C. To carry personal liability insurance and as necessary, Worker’s Compensation insurance.
  - D. Contractor is an independent contractor.
3. The club agrees:
  - A. To publicize and promote the activity of the contractor to ensure widest dissemination among club membership.
  - B. To provide fair and reasonable opportunity for all club members to participate in said activity.
4. This agreement shall begin on \_\_\_\_\_, 20\_\_\_\_, and remain in effect until \_\_\_\_\_, 20 \_\_\_\_.
5. Contractor will be paid the sum of \$\_\_\_\_\_ on the last day of the month.
6. Contractor’s hours shall be as follows \_\_\_\_\_.

---

Club Officer \_\_\_\_\_ Phone Number \_\_\_\_\_ Date \_\_\_\_\_

---

Contractor \_\_\_\_\_ Phone Number \_\_\_\_\_ Date \_\_\_\_\_  
(Attach contractor’s business card here.)

**SOLE PROPRIETOR/INDEPENDENT CONTRACTOR**

1. I am a sole proprietor and I am doing business as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. I am performing work as an independent contractor for \_\_\_\_\_  
\_\_\_\_\_
3. I am not an employee of \_\_\_\_\_  
for Worker’s Compensation purposes, and therefore, I am not entitled to Worker’s Compensation  
benefits from \_\_\_\_\_  
\_\_\_\_\_
4. This contract shall begin on \_\_\_\_\_ and will remain in effect for each term. The contract  
will automatically renew for successive terms unless either party terminates with a 30 day written  
notice. Contractor will be paid the sum of \$\_\_\_\_\_ per hour on the last day of the month.
5. I understand that if I have any employees working for me, I must maintain Worker’s Compensation  
on them.

\_\_\_\_\_  
Sole Proprietor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insurance Carrier

\_\_\_\_\_  
Date

## **CHARTERED CLUB DEDICATED ROOM USE AGREEMENT**

This Chartered Club Dedicated Room Use Agreement is between Sun City Summerlin Community Association (hereinafter referred to as Association) and \_\_\_\_\_ Chartered Club (hereinafter referred to as Chartered Club). This Agreement will remain in effect until terminated by either party or changed by the Association.

Dedicated Room Use is dependent upon Chartered Club membership interest and participation in Chartered Club activities and the availability of Association space, and can be terminated by the Board of Directors of the Association at its sole discretion.

Chartered Club is provided a room dedicated to their activities without charge.

A room has been dedicated to Chartered Club for full time use, the Dedicated Room and all equipment located therein remain the property of the Association. This excludes the personal tools of Chartered Club members needed to participate in the Chartered Club activities.

The Association will maintain Dedicated Room as to routine custodial service, routine repair and maintenance and cost of utilities. If Club desires “new work” to modify or alter an existing facility and such work is approved by Association Management, the Association will arrange for the work and bill on a cost recovery-basis.

If Chartered Club desires to add to or remove equipment to the room a request must be submitted to Association Management and approval must be received by the Board of Directors of the Association. The request must include a copy of the Chartered Clubs most recent bank statement. If the request for the addition of equipment is approved by the Association Board of Directors the cost will be paid from the Association and billed back to the Chartered Club on a cost recovery-basis unless otherwise stated by the Association Board of Directors. The new equipment becomes the property of the Association.



Chartered Club is responsible for the daily upkeep and cleanliness of the Dedicated Room Space. This includes making sure food is not left or stored in the room. Treatments for rodents and insects as a result of food/beverages being left or stored in the room could be billed back to the Chartered Club on a cost recovery basis.

Chartered Club assumes all liability for any loss of or damage to any personal articles used or left in the Dedicated Room.

Signature of Authorized Club Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## **CHARTERED CLUB DEDICATED SPACE USE AGREEMENT**

This Chartered Club Dedicated Space Use Agreement is between Sun City Summerlin Community Association (hereinafter referred to as Association) and \_\_\_\_\_ Chartered Club (hereinafter referred to as Chartered Club). This Agreement will remain in effect until terminated by either party or changed by the Association.

Dedicated Space Use is dependent upon Chartered Club membership interest and participation in Chartered Club activities and the availability of Association space, and can be rescheduled or terminated by the Board of Directors of the Association at its sole discretion.

Chartered Club is provided a space dedicated to their activities without charge. The Dedicated Space usage is only for the time reserved for Chartered Club. Chartered Club is expected to not use the Dedicated Space outside of the times reserved with the Association.

Dedicated Space and all equipment located therein remain the property of the Association. This excludes the personal equipment/tools of Chartered Club members needed to participate in the Chartered Club activities.

The Association will maintain the Dedicated Space as to routine custodial service, routine repair and maintenance and cost of utilities. If Club desires “new work” to modify or alter Dedicated Space and such work is approved by Association Management, the Association will arrange for the work and bill on a cost recovery-basis.

If Chartered Club desires to add to or remove equipment to the Space a request must be submitted to Association Management and approval must be received by the Board of Directors of the Association. The request must include a copy of the Chartered Clubs most recent bank statement. If the request for the addition of equipment is approved by the Association Board of Directors the cost will be paid from the Association and billed back to the Chartered Club on

a cost recovery-basis unless otherwise stated by the Association Board of Directors. The new equipment becomes the property of the Association.

Chartered Club is responsible for the cleanliness of the Dedicated Space while they are using it. This includes making sure food/drink is not left or stored in the Dedicated Space. Treatments for rodents and insects as a result of food/beverages being left or stored in the Dedicated Space by the Chartered Club members could be billed back to the Chartered Club on a cost recovery basis.

Chartered Club assumes all liability for any loss of or damage to any personal articles used or left in the Dedicated Space.

Signature of Authorized Club Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

# Exhibit 1-A

## Personal Information Form and Release of Liability

For

\_\_\_\_\_

(print name of Chartered Club, Event Name and Event Date(s))

If you are traveling on any Sun City Summerlin Community Association Chartered Club sponsored trip you must fill out and sign a **Release of Liability Form** and a **Personal Information Form** and return it to the Community Services Department at least 3 business days in advance of taking part in the event.

*Note: Travel activities may involve risks, dangers and inconveniences, including the risk of serious injury, contagion, poison or death, cancellation or delay, or changes to scheduled transportation, accommodations, restaurant reservations, incidental optional side trips, loss of luggage and personal belongings, and price changes.*

### Personal Information Form

Name (exactly as it appears on your driver's license, passport or state ID), hereinafter referred to as I, you or me: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_

Email Address: \_\_\_\_\_

#### Emergency Contact Information (Cannot be traveling partner)

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

#### Medical Conditions

Do you have any medical condition(s) we should be aware of while you are traveling?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Release of Liability

I desire to participate in \_\_\_\_\_ (hereinafter referred to as "Event" of the \_\_\_\_\_ Chartered Club (hereinafter referred to as "the Club") of Sun City Summerlin Community Association (hereinafter referred to as "SCSCAI") on \_\_\_\_\_  
In consideration for the opportunity to participate in this Club Event, I acknowledge and agree as follows;

The Club is a voluntary association of SCSCAI residents and is an authorized activity of SCSCAI. As such the Club is eligible to hold meetings and conduct its business in Sun City Summerlin Community Association. The activities and business of the Club are governed and controlled solely by the Club board and the Club members, and neither SCSCAI, the SCSCAI Board of Directors, nor any employee or staff of the SCSCAI exercise control over or participate in the Club activities, except in an individual capacity. The term "the Club activities" means any social or business activity organized or conducted by the Club or for which the Club is responsible, including arranged transportation, scheduling of vendor presentations and other aspects normally and usually expected and contemplated in the context of the Club planning of events and travel. The content of presentations and representations are solely the product of each vendor for which the vendor is solely responsible, and do not carry any endorsement or guarantee of accuracy or quality by the Club or its officers, the SCSCAI, the SCSCAI Board of Directors or any SCSCAI employee.

I am aware that in arranging restaurants, transportation, motels, hotels and other services, the Club, SCSCAI it agents, employees, officers, directors and affiliates assume no liability or responsibility for any accident, death, personal injury, illness, property damage, delay or other loss or expense of any nature whatsoever (collectively "Damages") arising directly or indirectly out of any act of God or any actions or omissions of, or default of, any restaurant, carrier (including bus and airlines) motel, hotel or other person or supplier of services providing any services, program, or accommodations offered in connection with this Club event. All such restaurants, carriers (including bus and airlines), motels, hotels and other persons or suppliers providing services on this Club event are independent contractors. All services related to this Club event are subject to the terms and conditions specified by the supplier of such service and to the laws of the city, county, state and country laws in which the services are supplied.

By participating in the Club Event you agree the Club, SCSCAI and its agents, employees, officers, directors and affiliates shall not be liable or responsible for any Damages or any problems concerning any restaurant, carrier (including bus and airlines), motel, hotel, or other person or supplier providing tour services, programs, or accommodations, resulting directly or indirectly from any occurrences beyond their control, including but not limited to acts of God, casualties, vehicle defects, natural disasters, labor disputes, theft, equipment breakdown, cancellation of itinerary, delayed departures and arrivals, missed connections, quarantines,

pilferage, weather, government restraints, hijackings, mechanical defects or motel, hotel or other supplier providing services, programs or accommodations. By participating in this Club event you further agree that the Club and SCSCAI shall not be liable or responsible for any Damages arising out of this Event.

The Club reserves the right to make any changes in itineraries, hotels, restaurants, carriers, programs, or any other services without notice that it deems necessary. Or to cancel an Event at any time.

By participating in this Club Event, you agree to be bound by all rules and guidelines established by Club and SCSCAI and its representatives. You are participating in this Event at your own risk. Climbing, hiking, extensive walking, touring in general, use of various transportation and vehicles, and other physical activity may involve greater risk, injury or death than the activities which you may participate in during your daily life. By taking part in such activities you incur and assume, all risks for such activities. The Club and SCSCAI are not qualified to evaluate your fitness, you (or your doctor) must evaluate your fitness for any given activity during this Event.

By signing this agreement you agree that all legal claims, actions and proceedings against the Club and SCSCAI under, in connection or resulting from or incident to this Event can only be filed in the state of Nevada, USA. In no event shall the Club or SCSCAI be liable for other than compensatory damages and you hereby waive all rights to punitive damages. These Conditions for this Event may not be amended or modified.

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

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

BUS PICKS UP HERE



Google earth

## **Exhibit 1-B**

Note: This form must be filled out and signed by the Charter Bus Companies and filed with the Community Services Office along with a copy of the Charter Bus Agreement no later than 7 business days before the planned travel.

### **Addendum to Charter Bus Agreement**

**by and between**

\_\_\_\_\_, a Chartered Club of Sun City Summerlin Community Association Inc, (hereinafter referred to as Chartered Club) and \_\_\_\_\_ (hereinafter referred to as Charter Bus).

### **Indemnification, Insurance and Safety Check Requirements**

**for**

### **Charter Bus Companies**

#### **Indemnification**

Charter bus agrees to defend, indemnify and hold harmless Chartered Club, its officers, instructors and members and Sun City Summerlin Community Association, Inc., its Board of Directors, officers, staff and employees against any and all costs, losses, damages, liabilities, expenses, demand and judgements, including court costs and reasonable attorney's fees, arising in whole or in part from negligent acts, errors, mistakes, omissions, work or service of charter bus, its agents, employees or any tier of its subcontractors, in the performance of the services provided in the charter agreement.

#### **Charter Bus Representations**

- a) That all buses and equipment necessary to fulfill this charter bus contract are well maintained, clean, in good working order and conform with proper standards of the industry.
- b) That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- c) That all driving staff provided have had back ground checks and have been drug tested and are in compliance with all laws, rules and regulation having jurisdiction.
- d) That all driving staff provided conform to all applicable laws for motor carrier drivers.



- e) That all driving staff are provided all details of the travel under this charter agreement and will be prepared with all route information.
- f) That all services to be performed by Charter Bus under or pursuant to this contract will be performed at a standard of quality and standard of care that is considered to prevail among similar businesses and organizations providing similar services under similar circumstances.
- g) Bus Charter and the representative of that company signing the charter agreement and this addendum has received all necessary corporate approvals and is duly authorized to execute, deliver and bind this contract and addendum.

Charter Bus warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with the charter bus company and its drivers.

Except for the obligation of the Chartered Club to pay the Charter Bus pursuant to the charter agreement, Chartered Club and Sun City Summerlin Community Association, Inc. shall have no liability to Charter Bus or to anyone claiming through Charter Bus by reason of the execution or performance of the charter bus agreement.

**Insurance Requirements**

Charter Bus consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance, with companies having an A.M. Best Rating of A-:IV or better, and in amounts as Chartered Club may require.

- Workers Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$500,000:
  - Employers Liability – Each Accident \$500,000
  - Employers Liability – Each Employee \$500,000
  - Employers Liability – Policy Limit \$500,000

Policies must include (a) Other States Endorsements and (b) a waiver of all rights of subrogation and other rights in favor of Chartered Club and Sun City Summerlin Community Association, Inc.

- Commercial General Liability Insurance (including blanket contractual liability, broad form property damage, personal and advertising injury, completed operations/products liability, medical expenses, interest of employees and volunteers as additional insureds and broad form general liability endorsements) **on an occurrence basis:**
  - Each Occurrence Limit - \$1,000,000
  - Damage to Rented Premises - \$100,000
  - Medical Expenses (any one person) - \$5,000
  - Personal & Advertising Injury - \$1,000,000
  - General Aggregate - \$2,000,000
  - Products – Completed Operations Aggregate - \$2,000,000

- Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 (which may be satisfied with an umbrella/excess policy) Combines Single Limit Bodily Injury, Medical Payment Coverage and Property Damage. Coverage shall not exclude passengers.
- All risk physical damage on their buses, naming Chartered Club and Sun City Summerlin Community Association, Inc; its respective Board of Directors, employees, volunteers and representatives as additional insured under the policy and provide Chartered Club and Sun City Summerlin Community Association, Inc., its respective Board of Directors, employees, volunteers and representatives with a waiver of subrogation.

**Charter Bus will deliver to Sun City Summerlin Community Association, Inc., Community Services Office:**

- Evidence satisfactory to Sun City Summerlin Community Association, Inc., in its sole discretion, evidencing the existence of all insurance prior to the performance or continued performance of any services to be performed by Charter Bus under the charter agreement and this Addendum to the charter agreement.
- Additional evidence, satisfactory to Sun City Summerlin Community Association, Inc., in its sole discretion, of the continued existence of all insurance not less than (3) days prior to the expiration of any insurance.
- Insurance policies, with the exception of Workers' Compensation and Employer's Liability will name Chartered Club and Sun City Summerlin Community Association, Inc. and its Board of Directors, officers, employees and representatives, as Additional Insured for ongoing and completed operations and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to Sun City Summerlin Community Association, Inc. Each of these policies shall be primary and non-contributory with any insurance program maintained by Chartered Club or Sun City Summerlin Community Association, Inc. (including any self-insurance, deductible or retention) and shall include the Primary and Noncontributory –Other Insurance Condition endorsement on the appropriate insurance forms.

**Safety Ratings**

Charter Bus must be rated as satisfactory at the following website and must be “crash-free” for the prior 24 months on the SAFER website on the Federal Motor Carrier Safety Administration site. <http://www.fmcsa.dot.gov/safety-security/pcs/index.aspx>

- The above requirements, including indemnification and insurance provisions, shall remain in effect for as long as Charter Bus continues to provide service to Chartered Club and shall survive termination of any underlying charter agreement.
- If there are any conflicts between the terms of this document and the charter agreement, the terms of this document shall prevail.

**Accepted – Charter Bus**

\_\_\_\_\_

**Authorized Charter Bus Official (print name)**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Charter Bus (print name)**

**Accepted – Chartered Club**

\_\_\_\_\_

**Authorized – Chartered Club (print name)**

\_\_\_\_\_

**Signature**



ATTACHMENT VII

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

**Incident:**

Facility incident occurred: \_\_\_\_\_

Location within facility: \_\_\_\_\_

Date incident occurred: \_\_\_\_\_ Time incident occurred: \_\_\_\_\_

Photo taken:  Yes  No (Attach to report)

**Injured resident/guest (One per report):**

Name: \_\_\_\_\_ Resident number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_ Age: \_\_\_\_\_ Gender:  Male  Female

**Witness (Attach separate page for additional witnesses):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone number: \_\_\_\_\_

Description of incident: \_\_\_\_\_

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**Reporting Employee:**

Name: \_\_\_\_\_ Work phone number: \_\_\_\_\_

**Responder Information:**

SCSCAI Responder: \_\_\_\_\_

First Aid Administered:  Yes  No Did injured person refuse treatment?  Yes  No

Type of First Aid applied: \_\_\_\_\_

\_\_\_\_\_

911 called:  Yes  No Time called: \_\_\_\_\_ Time arrived: \_\_\_\_\_

Transported to hospital:  Yes  No Name (if known): \_\_\_\_\_

**Department Manager's Review:**

\_\_\_\_\_  
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\_\_\_\_\_  
Manager Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Manager Signature

Submit completed form to:  
SCSCAI Administrative Office  
Attn: Mary LeBaron  
Email: [maryl@suncitylv.com](mailto:maryl@suncitylv.com)  
Phone: (702) 966-1432  
Fax: (702) 363-7752

**For office use only**

Date received \_\_\_\_\_  
Date recorded \_\_\_\_\_  
 Incident  
 Claim  
Initials: \_\_\_\_\_



# Club Asset List

## Attachment VIII

**Name of Club:** \_\_\_\_\_

This form is to be submitted to the Community Services Department by January 31 of each year.

ITEM	PLACE/DATE OF PURCHASE	ORIGINAL COST
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

**Note: List items disposed of during the year with an original purchase value greater than \$500 at bottom of last page of listing.**

**Submitted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Request to Issue 1099

**Club Name:** \_\_\_\_\_

**Issue To:**

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Year ended 12/31/ \_\_\_\_\_

Amount of 1099: \_\_\_\_\_

This form must be completed for any person to whom you paid over \$600 for services.  
Do not complete this form for reimbursement of expenses.  
**Please return completed form to the Community Services Department by January 15.**

## Report of Taxable Sales

Club Name: \_\_\_\_\_

Event: \_\_\_\_\_

Date of Sale: \_\_\_\_\_

1. Total Taxable Sales: \_\_\_\_\_ \*\*\*\*
2. Sales Tax Collected: \_\_\_\_\_
3. Total Tax to be Paid: \_\_\_\_\_

Attach check made payable to Sun City Summerlin Community Association, Inc. (SCSCAI) for the amount on Line 3.

\*\*\*\*If sales tax was included, divide total receipts by 1.08375.

\*\*\*\*Support Documentation attached.

Club Officer: \_\_\_\_\_ Date: \_\_\_\_\_



# Club Dissolution Form Attachment XI

Name of Club/Organization: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

The membership of the above referenced club have voted to dissolve.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

Please submit this form to the Community Services Department for forwarding to the CCOC.

# Bus Trip Procedures Attachment XII

## Clubs and Community Organization Committee (CCOC) Procedures of Club BusTrips

The undersigned representative of the \_\_\_\_\_ Club hereby notified the  
Community Services Department of a bus trip scheduled for \_\_\_\_\_, 20\_\_\_\_\_.

Destination \_\_\_\_\_ Date of Departure \_\_\_\_\_

Travel Co. Name \_\_\_\_\_ Time of Departure \_\_\_\_\_

Travel Agent \_\_\_\_\_ Date of Return \_\_\_\_\_

Travel Agent Phone \_\_\_\_\_ Time of Return \_\_\_\_\_

The Club agrees to have the buses pick up and drop off their members at the east end of the softball field south of Grand Cypress Avenue. Parking will be limited to the far end of the parking lot next to Grand Cypress Avenue or the parking lot located by the craft rooms so as not to interfere with daily traffic going in and out of the centers (please see attached map which highlights the designated parking areas.) If the trip originates prior to 8:00 a.m., the restrooms at the Fitness Center or by the softball field may be used in case of emergency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Official Designation in Club

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

This form is required to be submitted to the Community Services Department  
one week prior to the scheduled event.

# Room Utilization Agreement

## Attachment XIII

The undersigned representative of the \_\_\_\_\_ club hereby understands and agrees that the said club will be held responsible by SCSCAI if the association room (including kitchen) being used for the purpose of a club event is left in an unclean condition (i.e. food on the floor, counters or excess debris.) It will be mandatory that when the club representative first enters the respective center, they will need to give their membership card to the monitor to retain until the event is finished. At the conclusion of the event, the monitor will check the association room for its condition and, if everything has been left in a clean condition, return the membership card to that person. If the association room is left in an unclean condition, the membership card will not be returned to that person. In the event the monitor cannot deal with a club representative and the association room is left in an unclean condition, the monitor will notify the Community Services Manager, who in turn will contact the club president to discuss the situation. There will be a charge of \$50 assessed to any club who has left an association room in an unclean condition. A club will not be allowed to use any of the SCSCAI facilities until the damage fee has been paid in full. A club is required to give 24-hour notice if the scheduled event is canceled. Any coffee charges incurred will be the responsibility of the club.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Name

Title

\_\_\_\_\_

Address

\_\_\_\_\_

Phone Number

**This form must be submitted to the Community Services Department at the beginning of each year.**

1. A chartered club will not be allowed to prepare food from scratch in any of the SCSCAI kitchen facilities. This includes using the kitchen facilities to cut, slice or dice any food item. This policy is mandated by Health Department.
2. A club will be allowed to bring in prepared food for their events such as cake, pastries, donuts, fruit trays, vegetable trays and potluck dishes that have been purchased or prepared outside of SCSCAI facilities.
3. A club may also contract with an outside caterer in accordance with the rules set forth in the Room Utilization Agreement and other SCSCAI policies. All clubs must supply Room Scheduling Coordinator with caterer's current business license and insurance prior to the scheduled event.
4. A club may purchase coffee at the rate of .50 cents per cup from SCSCAI. A club is permitted to make their own coffee, but will be required to supply their own coffee pots and all other supplies. The club will be held responsible for cleaning the kitchen area and removing all of their items at the end of their scheduled event. The club is required to give 24-hour notice if the scheduled event is canceled. Any coffee charges incurred will be the responsibility of the club.
5. A club will be allowed to use the SCSCAI refrigerators or freezers to store their food items 24 hours prior to an event. The club will have to remove any unused items from the refrigerators or freezers immediately after their event.
6. A club will be allowed to use the microwave ovens, built-in ovens and stack warmers located in the kitchen of Desert Vista to heat prepared foods.
7. A club will be allowed to use the ice machine, but must be aware that standing water could cause an accident and must be cleaned up.
8. A club must supply their own utensils and dishes when using SCSCAI kitchen facilities.
9. A club shall comply with all SCSCAI requirements regarding the serving of alcoholic beverages. If SCSCAI staff is requested for bar service, the club must indicate this on their Room Set-up sheet for the specific event date. This form is available in the Community Services Department. The club must also submit a Bar Service Agreement with the SCSCAI Food and Beverage Department no later than 14 days prior to the scheduled event.

## Guidelines and Checklist for Conducting Club Officer Elections Attachment XIV

### Not less than sixty (60) days prior to the election:

- The date, place and time must be specified in consecutive *Link* articles. **(If a procedure for absentee balloting is included in your approved club constitution, you must notice this in the *Link*.)**
- Verify that the club membership list is current. (Only eligible members may vote.)
- Appoint a Nominating Committee of not less than three (3) persons from the club membership to find eligible candidates for all offices. The Nominating Committee Chairperson appoints any additional tellers needed to conduct the election.

### Not less than thirty (30) days prior to the election:

- Obtain from the Nominating Committee the slate of members who have accepted nomination. Advise the membership of the slate in at least one of the following methods: Posted on a bulletin board in all four community centers or club's designated room, published in the *Link*, mailed to the membership or transmitted via telephone, fax or email.
- Absentee balloting is permissible only if the procedures for conducting such voting have been outlined in the club's approved constitution. The procedure must allow only eligible members to vote as well as maintain the secret written ballot requirements. Absentee ballots are to be made available to the membership not less than 15 days prior to the election. The nominating committee must set a cut off date for the ballots to be returned to the address on the envelope and received before election day. The club will provide two envelopes for each person requesting a ballot. One envelope will be for the ballot and the other will be for the member to mail their ballot back to the teller. The member's return address will be on one envelope. The club will not open the returned envelope containing the ballot until the election day when the ballots are being counted. **Proxies shall not be used in the election of club officers.**
- Prepare your ballots to include the following: The slate of nominees provided by the Nominating Committee and extra blank lines for each office to be elected for names of candidates that are nominated from the floor. **Note: If absentee balloting is permitted in the club's approved constitution and offered and only one person is on the slate of nominees for each position no ballots are needed as nominations from the floor may not be accepted.**

### Conduct of the Election Meeting by the Nominating Committee Chairperson:

- Determine if a quorum is present as defined by the Club's approved constitution.
- Nominating Committee Chairperson assigns the tellers to distribute and collect the ballots, and to count the votes.
- Nominating Committee Chairperson presents the slate of nominees.
- Nominating Committee Chairperson asks for additional nominations from the floor for each office to be elected. When it appears that no one else wishes to make a nomination, the nominating committee chairperson should again ask if there are any further nominations; and, if there is no response, they may declare the nominations closed. **Note: Not applicable if absentee balloting has been offered.**
- Nominating Committee Chairperson asks the membership to cast their secret ballots. **Note: If the slate of nominees contains only one nominee for each office and there have been no additional nominees from the floor for any of the offices the nominating committee chairperson may call for a vote by a show of hands and the slate shall be considered elected by acclamation.**
- The tellers collect and count the ballots, unless vote was by a show of hands, and present the results to the current club president. The president announces the results to the membership.
- Ballots for all club elections shall be retained for a period of 45 days following the election.
- If an election is protested by 10 percent of the membership, the Chairperson of the CCOC must review the process.

## **Starbright Theatre Reservations**

Chartered Clubs who would like to perform in the Starbright Theatre need to meet with the Director of Community Services to secure a date for their performances and dress rehearsals. Reservations are subject to availability.

**CHARTERED CLUB  
CALENDAR YEAR FINANCIAL REPORTING**  
Required to Maintain Charter

**Period Covered: January 1, \_\_\_\_\_ to December 31, \_\_\_\_\_**  
**Due in Community Services Department by January 31**

**Club Name** \_\_\_\_\_

**Account Balance Beginning of previous Calendar Year – January 1**      A.

**TOTAL INCOME**      B.   
*Summarize by source and amount – attach additional pages if necessary. Example: Dues \$1,200.00*

**TOTAL EXPENSES**      C.   
*Summarize by source and amount – attach additional pages if necessary. Example: Supplies \$200.00*

**Account Balance End of previous Calendar Year – December 31**      D.

**Add: Outstanding Checks not shown on Bank Statement**      E.

**Subtract: Deposits not shown on Bank Statement**      F.

**Adjusted Balance** (*Should agree with Bank Statement Attach a copy of the December bank statement*)      G.

**Additional Club Account Balances**  
Savings      \$ \_\_\_\_\_  
Other      \$ \_\_\_\_\_

In the past 12 months (January 1 to December 31) have you paid any one person or contractor more than \$600.00.    Yes      No

*We herby certify that this is a correct statement of income and expenses.*

\_\_\_\_\_ Date \_\_\_\_\_  
Club Officer      Print Name/Title

\_\_\_\_\_ Date \_\_\_\_\_  
Club Officer      Print Name/Title

\_\_\_\_\_ Date \_\_\_\_\_  
Club Officer      Print Name/Title

## OPERATING AND SAFETY RULES

## Attachment XVII

### A. All Clubs

1. Clubs must adhere to health, fire and safety rules and regulations mandated by SCSCAI and governmental agencies.
2. There must be sufficient open aisle space separating tables so as not to restrict the orderly movement or evacuation for people in the event of an emergency.
3. Clubs are required to abide by the room set-ups that have been approved by the Community Services Department. Members are not allowed to change the room set-up. Any change or alteration of any set up must be submitted to the Community Services Office.
4. Entrance doors to rooms being used by Clubs shall remain unlocked at all times when members are present.

### B. Clubs that Operate Equipment or Tools

1. With assistance of staff and input from the Association insurance carrier Clubs will develop appropriate rules for the operation and safety of the equipment and tools specific to their Club. Once complete the proposed rules will be forwarded to the Director of Community Services, the Executive Director and the Insurance Carrier for review and to the CCOC for approval.
2. Once adopted the “Rules for the Operation and Safety of Equipment and Tools” must be posted in a conspicuous location.
3. Clubs cannot make changes to the adopted “Rules for the Operation and Safety of Equipment and Tools” without approval of the CCOC.
4. The Board of Directors of the Club may prohibit any member who is unable or unwilling to follow the adopted “Rules for the Operation and Safety of Equipment and Tools” using equipment or tools. The member can appeal the decision of the Club Board of Directors to the Director of Community Services.
5. There must be two members in the craft rooms at all times when the facilities are open, and a Club appointed monitor must be present when equipment is being operated. Club monitors are given the responsibility of supervising a club facility and the use of equipment in that facility.
6. Club officers will ensure that monitors are qualified in the use of the equipment and trained in related safety awareness measures. Club monitors have the authority to deny the use of equipment to any individual who is deemed either unable or unwilling to comply with stated safety rules.



**CHARTERED CLUB  
FISCAL YEAR FINANCIAL REPORTING**  
Required to Maintain Charter

**Period Covered: July 1, \_\_\_\_\_ to June 30, \_\_\_\_\_ Fiscal Year**  
**Due in Community Services Department by July 31**

**Club Name** \_\_\_\_\_

**Account Balance Beginning of previous Fiscal Year – July 1** A.

**TOTAL INCOME** B.   
*Summarize by source and amount – attach additional pages if necessary. Example: Dues \$1,200.00*

**TOTAL EXPENSES** C.   
*Summarize by source and amount – attach additional pages if necessary. Example: Supplies \$200.00*

**Account Balance End of previous Fiscal Year – June 30** D.

**Add: Outstanding Checks not shown on Bank Statement** E.

**Subtract: Deposits not shown on Bank Statement** F.

**Adjusted Balance** *(Should agree with Bank Statement Attach a copy of the June bank statement)* G.

**Additional Club Account Balances**  
**Savings** \$ \_\_\_\_\_  
**Other** \$ \_\_\_\_\_

*We hereby certify that this is a correct statement of income and expenses.*

\_\_\_\_\_  
*Club Officer* *Date* \_\_\_\_\_ *Print Name/Title*

\_\_\_\_\_  
*Club Officer* *Date* \_\_\_\_\_ *Print Name/Title*

\_\_\_\_\_  
*Club Officer* *Date* \_\_\_\_\_ *Print Name/Title*