

SUN CITY GRAND

COMMUNITY ASSOCIATION

CHARTERED CLUB POLICIES & PROCEDURES

Restated and approved by the Board of Directors on September 14, 2017

9-14-2017

Table of Contents

Introduction	4
Chapter 1.0 – Name, Principal Office and Definitions	. 4-6
Chapter 2.0 – General Information	6
2.1 Authority	6
2.2 Delegation	6
2.3 Responsibility	6
2.4 Implementation	6
2.5 Eligibility	7
2.6 Dues	7
2.7 Monetary Contributions	7
2.8 Scheduling	
2.9 Member Participation	7
2.10 Contractors	7
2.11 Fiscal Year	7
2.12 Website	7
2.13 Grand Lifestyles	8
2.14 Use of Member Information	9
2.15 Compensation	9
2.16 Resale Activities/Sales Policy	9
2.17 Reimbursement from Chartered Club	10
2.18 Reimbursement from the Association	10
2.19 Accounts and Reports	10
2.20 Financials	10
2.21 Cash Payments	11
2.22 Payments for Unbudgeted Expenses	11
2.23 Books and Records Inspection	11
2.24 Records Retention	11
2.25 Performance Failure	11
2.26 Indemnification & Hold Harmless	11
Chapter 3.0 - Chartered Club Executive Board (CCEB)	12
3.1 Officers	12
3.2 CCEB Change Notification	12
3.3 Duties of CCEB Officers	12
3.4 Nominations for CCEB	12
3.5 Election and Term of Office	13
3.6 Organizational Meetings	13
3.7 Vacancy on CCEB	13
3.8 Powers	13
3.9 Responsibilities	13
3.10 Establishing/Dissolving Committee(s)	14

Chapter 4.0 – Chartered Club Meetings, Quorum, Voting
4.1 Meetings
4.2 Majority
4.3 Voting
Chapter 5.0 – Facility Use
5.1 Time and Space Allocation15
5.2 Catering/Food Service15
5.3 Association Right to Use Space
5.4 Non-Usage Fee
5.5 Facility Scheduling
5.6 Tournaments
5.7 No-Smoking Facility17
5.8 Alcohol
Chapter 6.0 - Club Activity Supervision, Rules and Safety
6.1 Monitors
6.2 Check-in
6.3 Record Keeping
6.4 Rules
6.5 Safety Rules
6.6 Incidents
Chapter 7.0 – Chartered Club Exclusive Use Assets
Chapter 8.0 – Chartered Club Assets
Chapter 9.0 – Violations of the Association Code of Conduct
Chapter 10.0 – Violations of CC P&Ps and/or Rules
10.1 CC Membership Violation
10.2 Review and Processing19
10.3 Sanctions
10.4 Hearing
10.5 Appeal
Chapter 11.0 – Insurance
Chapter 12.0 – Club Specific Additions to the Board Approved CC P&Ps20
Chapter 13.0 – Club Specific Rules
Appendix A—Forms
Appendix B—Agreements and Waivers

Introduction:

Sun City Grand (SCG) Community Association encourages the formation of Chartered Clubs to foster and promote opportunities for the Sun City Grand Community Association Members to pursue common interests in hobby, recreational, service, social and cultural endeavors. (Application for Charter CCF-1)

CHAPTER 1.0 - Name, Principal Office and Definitions:

- 1.1 Name: The name of the Chartered Club (CC) shall be Sun City Grand Community Association, Inc. Chartered Club Name.
- Principal Office: The principal office/address of the CC shall be the Activities Department located at 19753 N. Remington Drive, Surprise, AZ 85374 or its successor location. All CC business correspondence and bank statements are to be mailed to this address.
- 1.3 <u>Definitions:</u> The terms in the Chartered Club Policies & Procedures shall generally, be given their natural, commonly accepted definitions except as specified in this section.

Activity Card

Card issued by the Association to access and use recreational facilities and other common areas within the Association.

Agenda Establishes the location, time and order of business for a meeting.

Association Sun City Grand Community Association, Inc., (an Arizona nonprofit corporation).

Board of Directors (BOD)

The governing body responsible for establishing the operational and corporate policies of the Association and for overseeing their implementation and enforcement.

By-Laws/SCGCA (By-Laws)
The By-Laws of the Association

Chartered Clubs (CC) A Club that has met the qualifications to become a CC to pursue common interests.

Chartered Club Policies & Procedures (CC P&P) BOD approved Chartered Club Policies and Procedures.

Chartered Club Election Committee (CC Election Committee)
Three CC Members appointed as needed for CC Board elections.

Chartered Club Executive Board (CCEB)

Shall have the responsibility of overseeing all aspects of the CCs operation and administration in accordance with these CC P&Ps.

Chartered Club Rules (CC Rules)

Rules for achieving the established functions and purposes of the CC. The CC Rules must be approved by the Members of the CC and the Lifestyles Manager.

Common Area

All real property and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Members, including easements held by the Association for those purposes.

Exclusive Use Assets

A portion of Association assets and personal property intended for the exclusive use or primary benefit of CC activity.

Exclusive Use Common Area

A portion of the Common Area intended for the exclusive use or primary benefit of a CC activity.

Exclusive Use Time The day and/or time of day set aside for the exclusive use by a CC.

Gender

Whenever the masculine and feminine gender is used, both men and women are included.

General Manager Shall manage the day-to-day operations of the Association.

Governing Documents

Arizona Revised Statute (ARS); Association Declaration of Covenants, Conditions and Restrictions (CC&Rs); the Association Articles of Incorporation; and the Association By-Laws.

Guest(s)

- 1. A person without an activity card who attends a Chartered Club function as a guest of the Club or visits any of the Association facilities/amenities under the sponsorship of a Sun City Grand resident holding a valid Activity card.
- 2. Prospective Chartered Club Member: A resident holding a valid Activity card, who is currently not a member of a specific Chartered Club and wishes to participate in an activity of that Club.

Lifestyles Manager Responsible for the day-to-day operations of the Activities Department.

Meeting

A gathering of Members/CCEB for conducting CC business (e.g. membership meetings, board meetings, elections, special elections).

Member

A Member in good standing is current on their Association assessment CC dues and has no outstanding Code of Conduct issues, CC suspension or outstanding fines and/or fees owed the Association.

Monitor Appointed CC Member who is responsible to monitor CC activities/functions.

Parliamentary Procedure

Robert's Rules of Order, newly revised (In Brief) shall be used for conducting CC meetings.

Sun City Grand Community Association Management (SCGCAM)
The organization whose delegated function is to administer the operational aspects of the Association in accordance with applicable law, the Association's Governing Documents, and Board of Directors policies and procedures.

CHAPTER 2.0 - General Information

Authority: The Governing Documents grant to the BOD the authority to make and review enforcement of such policies and procedures, rules and regulations as the BOD deems reasonable and appropriate, including without limitation, the ability to establish/revoke CCs and to restrict the use of the Association Common Area. These CC P&Ps and the latest amendments adopted by the BOD shall be binding upon all Members, occupants, and their respective guests, tenants, invitees and licensees, and upon any persons having use rights with respect to the CC.

The Governing Documents set forth the right to charge reasonable admission and other fees for the use of any Association facility and to restrict the time and use of the Common Area.

All Policies and Procedures outlined herein are in agreement with the Governing Documents. If a conflict arises, the Governing Documents shall prevail.

- 2.2 <u>Delegation:</u> The authority to charter a club is delegated to the General Manager by the BOD.
- 2.3 <u>Responsibility:</u> The General Manager is responsible for all Association Departments that are required to support the activities of a CC.

- 2.4 <u>Implementation:</u> The Lifestyles Manager is responsible for:
 - A. Coordinating and implementing CC P&Ps;
 - B. Allocating facility space for use by CCs;
 - C. Assisting CCs with operational concerns;
 - D. Approving all Agreements/Contracts generated by a CC
- 2.5 <u>Eligibility:</u> CC Membership is open to any Association Member with a valid Association Activity Card.
- 2.6 <u>Dues:</u> CC dues for Membership are to be based on an annual budget prepared by the CCEB, approved by CC Members on or before January each year. Dues shall not be utilized for monetary contributions to charitable organizations.
- 2.7 <u>Monetary Contributions:</u> Contributions to charitable and non-political organizations are allowed and shall be reported to the Lifestyles Manager using Monetary Donation Form (CCF-15). Membership dues shall not be used for these contributions. The CC must notify the Lifestyles Manager and/or Golf of any events planned that will support a charity(s). The CC must disclose the specific charity and the amount to the Lifestyles Manager and/or Golf.
- Scheduling: The Activities Department is responsible for assisting CCs with special programs and publicity/promotion of the CC. Facility, room and common area scheduling is coordinated through Room Reservations. The CC Room Request form (CCF-4) for the following year shall be completed and returned to the Activities Office/Lifestyles Manager annually and no later than the 3rd Monday in May. Once processed, the approved forms (CCF-4) will be distributed to the CC President via email and/or a paper copy will be available no later than the 3rd Friday in September.
- 2.9 <u>Member Participation:</u> CC participation and performances are exclusive to the CC members. Non-member participation in events such as performances and dances (to include musicians, performers, director, casting) shall be approved by a process involving the CCEB and the Lifestyles Manager. Non-members are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of the Members.
- 2.10 <u>Contractors:</u> If a CC wishes to hire a contractor, it shall obtain and submit an Independent Contractor Agreement and Acknowledgement of Insurance Responsibility & Waiver to the Director of Activities for approval prior to being executed by the CC. See Appendix B.
- 2.11 Fiscal Year: The fiscal year is January 1 through December 31.
- 2.12 <u>Website:</u> The CC website shall be available to the Membership. The CC shall designate a Member to submit current information for the Association

website (www.grandinfo.com).

- 2.13 Grand Lifestyles: Chartered Clubs (CCs) are encouraged to submit information for the Grand Lifestyles and any of its resource publications to encourage new membership and for informational purposes for the Association.
 - A. CC advertising in the *Grand Lifestyles* is subject to the following policy:
 - (1) CCs wishing to advertise in the *Grand Lifestyles* magazine shall be in compliance with all requirements of the CCP&P.
 - (2) The CC President or his/her designee is authorized to schedule advertising in the *Grand Lifestyles* publication. Form CCF (TBD) shall be submitted to the Activities Department by the 10th of the month preceding the publication issue desired. The Activities Department will make every effort to accommodate each request, but reserves the right, based on the total number of pages in the publication and the percentage goals for total ads space per issue, to move non-time sensitive ads to a subsequent issue.
 - (3) All CCs are entitled to the equivalent of one full page "free" ad (in any combination of ad size) per year to promote their club events. CCs may upgrade the size of their free advertisement at a 50% discount off normal retail price of the "one-month price plan" rates.
 - (4) The Drama/Comedy season productions and the Music Clubs programs are considered part of the "entertainment" package provided by CAM for the enjoyment of all residents. The Drama Club and Music Club shall each have the equivalent of 10 full pages (in any combination of ad size) at no charge per year to advertise their community-wide programs.
 - (5) CCs may purchase advertising space at a 50% discount off normal retail price of the "one-month price plan" rates for any ad size. Advertising shall be paid at the time of advertising contract acceptance.
 - (6) This policy does not apply to the sections of the *Grand Lifestyles* publication entitled: "Club Special Events" or "Ticketed Events Calendar." For these sections, a limitation of 150 words or a total of 2 and 1/2 inches including event dates and title will be provided.
 - (7) CCs are encouraged to submit human interest stories, Club successes, Club Charitable involvements, etc. The CAM Activities department, at its full discretion, may utilize the story (including photos)

as submitted; reduce the content of the story; rewrite the story; remove any advertising embedded in the article, or decline to include the story.

- (8) This policy does not apply to the Sun City Grand Resource Guide. The contents of the Resource Guide are at the full discretion of the CAM Activities Department based on the Board approved budget for the current year.
- (9) The CCs advertising fee schedule will be provided to the CCs in October of each year for the next calendar year.
- (10) Special Interest Groups (SIGs) sponsored by a CC are included in the maximum advertising space provided to the CC.
- (11) At the request of CAM, CCs may provide recurring columns that provide useful information that is of interest to the entire Sun City Grand population.
- (12) The advertising calendar for determining CC maximum advertising space shall run from January 1st to December 31st of each year.
- 2.14 <u>Use of Member Personal Information:</u> All lists which are generated for the use of CC and/or the Association shall not be used for non-CC purposes. For example: Association elections, advertising for personal gain, etc.
- 2.15 <u>Compensation:</u> No CC Member shall receive any compensation from the Association or the CC in their capacity as a CC Member. Each CC through its adopted CC P&Ps shall establish Rules regarding CC Members being paid as instructors using Member Instructor Agreement. See Appendix B.
- 2.16 <u>Resale Activities/Sales Policy:</u> The individual or private sale of merchandise in Association facilities is strictly forbidden unless sponsored or sanctioned by the Association. Any applicable tax liability incurred shall be the responsibility of the individual concerned.
 - A. General: The Arts & Crafts facilities are intended for the pursuit of hobbies and are not for the manufacture of articles to be sold by private individuals for private gain. As a convenience to Members, the CC may offer articles for sale made by their Membership provided that the CC and the Association receive a percentage of the proceeds in order to offset the costs of this activity (a minimum of 10%). Fifty percent of the minimum proceeds are to be submitted to the Association on a monthly basis. The intent of a CC is to promote hobby, recreational and cultural activities and not to be a sales outlet for items produced in the CC facilities. CCs must

- establish internal policies to allow each member an equitable opportunity to sell their products.
- B. <u>Supplies to Members:</u> CC may sell supplies related to CC purposes to its Membership and retain a reasonable return on Investment to assist in CC operations. Supplies may be displayed in CC areas as a convenience to Members but shall not be displayed to give the appearance that they are available to the general public.
- C. <u>Responsibility:</u> CC shall be responsible for keeping a detailed accounting of all CC resale activity for tax purposes.
- D. <u>Products:</u> Products made primarily outside the CC facilities may not be sold through the respective CC.
- E. <u>Right to Discontinue</u>: The Association reserves the right to discontinue the practice of resale of items by any CC not following the procedures outlined above.
- 2.17 <u>Reimbursement from CC:</u> A CC Member may be reimbursed for expenses incurred on behalf of the CC from the CC funds with submission of receipts to the Treasurer of the CCEB.
- 2.18 <u>Reimbursement from the Association:</u> The CC Member shall receive written approval from the Lifestyles Manager prior to purchasing any item in excess of \$50.
- 2.19 <u>Accounts and Reports:</u> The following management standards of performance shall be followed unless the BOD adopts a revision:
 - A. Bookkeeping and controls shall conform to generally accepted accounting principles;
 - B. Cash accounts of the CC shall not be commingled with any other accounts;
 - C. Any financial interest the CC Member may have in any firm or business providing goods or services to the CC shall be disclosed promptly to the Lifestyles Manager;
 - D. Bank accounts shall be established at an FDIC insured institution;
 - E. Each CC must obtain an EIN number for their accounts through the Finance Manager; F. CC records can be manual or automated.
- 2.20 <u>Financials:</u> The following financial and related information shall be regularly prepared and submitted to the Lifestyles Manager on an annual basis or as requested:
 - A. CC Membership approved operating budget
 - B. Financial Statement (CCF-7)
 - C. A reserve fund budget to support replacement of exclusive use CC assets as identified by Finance Manager.

- 2.21 <u>Cash payments:</u> Any and all payments of \$50 or more for materials, supplies, or services provided for a CC activity shall be made by check from the CC.
- 2.22 <u>Payment for Unbudgeted Expenses:</u> If an expense is unbudgeted, checks over \$1,000 shall be signed by two officers.
- 2.23 <u>Books and Records Inspection:</u> The CCEB shall make available for inspection upon request by a Member, SCGCAM and/or BOD all CC records except Executive Session minutes. The CCEB shall establish rules with respect to:
 - A. Notice to be given to custodian of the records;
 - B. Hours and days of the week when such an inspection may be made;
 - C. When copies are requested indicate to the requester what the cost shall be;
 - D. Copies of documents requested by a Court Order shall be provided at no cost. This can include minutes from Executive Sessions.
- 2.24 <u>Record Retention:</u> Financial records shall be maintained or stored by the CC for a period of seven (7) years. All other records shall be maintained for a period of three (3) years by the CC. The CC Participation Report (CCF-10) shall be submitted to the Activities Department semi-annually. CC retains sign-in sheets for backup documentation.

CCs should have available for review (electronically or physically) copies of the:

- A. CC P&Ps (including any CC Specific Rules);
- B. minutes from the CCEB meetings for the current year; C. minutes from the last Annual Membership Meeting; and D. budget for the current year.
- 2.25 <u>Performance Failure:</u> Failure to perform the duties of the CCEB or enforce the CC P&P's; may result in suspension of CC privileges and benefits or revocation of the CC Charter by the General Manager.
- 2.26 <u>Indemnification & Hold Harmless:</u> Subject to any limitations imposed by applicable law, the Association shall indemnify every officer, manager and committee members of the CC against all expenses, including counsel fees, reasonably incurred by them and each of them in connection with any action, suit, or other proceeding (including settlement of any suite or proceeding, if approved by the then BOD) to which he or she may be a party by reason of being an officer, director, or committee members of the CC. The officers, directors, and committee members shall not be liable for any mistake of judgment negligent or otherwise, except for their own individual willful misconduct, or gross negligence. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith,

unless it violates the guidelines set forth in these CC P&Ps. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. The Association shall, as an Association expense, maintain adequate general liability and officers and directors' liability insurance to fund this obligation as such insurance is reasonably available.

CHAPTER 3.0 - Chartered Club Executive Board (CCEB)

- 3.1 Officers: The officers of the CC shall include, but are not limited to President, Vice-President, Secretary, and Treasurer or Secretary/Treasurer. The CC shall identify specific officers, including duties in Section 12.0 of the CC P&Ps and that section requires the approval of the Lifestyles Manager. Only those elected officers with a vote on the CCEB shall be included as CCEB Members. The minimum number of officers shall be three.
- 3.2 <u>CCEB Change Notification:</u> Whenever there are additions/deletions to the CCEB Members the CC shall submit Executive Board Members (CCF-5) (complete with signatures of all officers) to the Lifestyles Manager for approval.
- 3.3 <u>Duties of CCEB Officers:</u> Duties for officers other than President, Vice-President, Secretary and Treasurer shall be included in Section 12.0 as stated in 3.1.
 - A. <u>President:</u> Shall be responsible to conduct all meetings, exercise general supervision, enforce the CC P&Ps and provide direction for the CC.
 - B. <u>Vice President:</u> Shall act in the absence of the President and shall have the same duties and responsibilities.
 - C. <u>Secretary:</u> Shall be responsible to prepare and publish the meeting agenda, prepare minutes which includes location, date and time of the meeting, CCEB Members present and a record of the motion and vote for each motion. Also prepare and retain agenda and minutes of CC Committee(s). Assist the President in preparation and submittal of all required forms.
 - D. <u>Treasurer:</u> Shall prepare the budget, receive and deposit all monies for the CC and submit all required financial reports as required.
- 3.4 <u>Nominations for CCEB</u>: The CCEB establishes a CC Election Committee (CCEC) which shall consist of three Members who are not a Member of the CCEB or a candidate for an open position. Their duties are as follows:
 - A. Solicit candidates
 - B. Create a ballot
 - C. Conduct the election
 - D. Count ballots
 - E. Announce the results F. Dissolved at the end of the election

- 3.5 <u>Election and Term of Office:</u> Elections shall occur annually. Each CC Member shall be entitled to one vote for each vacancy. The term of office shall be documented in Chapter 12.0 of the CC P&Ps if other than January 1 through December 31. Staggered terms are encouraged to maintain continuity for the CC.
- Organizational Meetings: When a CC elects their CCEB "at large" the elected officers shall hold an organizational meeting to elect a President, Vice- President, Secretary and Treasurer or any officers identified in Section 12.0 of their CC P&Ps.
- 3.7 <u>Vacancy on CCEB:</u> The CCEB may appoint a CC Member to complete the term of a vacant office. Submit a new Executive Board Members Form (CCF-5) when a Member is added or removed.
 - A. Resignation: A CCEB Member shall submit a written notice to the CCEB and the Lifestyles Manager of their resignation. The notice shall include an effective date.
 - B. Death: The CCEB shall declare a vacancy upon the death of a Member.
 - C. Removal:
 - a. Any CCEB Member may be removed with or without cause by a majority vote of the CC Members. Any CCEB Member whose removal is sought shall be given proper notice at least 30 days prior to any meeting called and noticed in accordance with these CC P&Ps for that purpose.
 - b. Upon recommendation of the Lifestyles Manager to the General Manager, a CCEB Member may be removed for the following:
 - i. Who has three consecutive unexcused absences from CCEB meetings, or
 - ii. Who is more than 30 days delinquent in the payment of any assessment or other charge due the Association or the CC, or
 - iii. Who is shown to be in violation of any written policy or resolution adopted by the Association and/or the CC.
- 3.8 <u>Powers:</u> The CCEB shall have such powers as are necessary for the appropriate management of the CC business and for ensuring adherence to the CC P&Ps.
- 3.9 <u>Responsibilities:</u> The responsibilities of the CCEB shall include but are not limited to:
 - A. Adopting an annual budget for the CC which establishes each CC Member's share (dues) of the CC expenses and reserve fund requirements. CC budget shall also include any fees to be paid to instructors/contractors.

- B. Participating annually or as required by the Association in the preparation and updating of a reserve study identifying the future Asset replacement needs of the CC;
- C. Establishing policies for the operation, care, upkeep, and maintenance of the Exclusive Use Common Area of the CC and, ultimately, ensuring that such policies are carried forth;
- D. Adopting, updating and enforcing Rules for the CC and issuing sanctions, as required, for Member infractions.
- E. Maintaining books with detailed records of receipts and disbursements:
- F. Establishing and maintaining an FDIC insured bank checking account(s) to deposit and disburse funds on behalf of the CC;
- G. Deposit all currency collected within ten business days of receipt. Checks collected for an event or activity can be held until the refund date passes and then promptly deposited;
- H. Issuing sanctions and/or disciplinary action to Members that violate the CC P&Ps.
- 3.10 <u>Establishing/Dissolving Committee(s)</u>: The CCEB has the authority to establish subordinate committees as required. The establishment and/dissolution of a committee shall require the majority vote of the CCEB. Committee members shall be Members of the CC. Committee(s) and/or Committee Members shall have the authority to perform the task(s) assigned by the CCEB only.

CHAPTER 4.0 - Chartered Club Meetings, Quorum, Voting

- 4.1 <u>Meetings:</u> All open meetings of a CC shall have an agenda which includes: A. Agenda:
 - a. Location, time
 - b. Call meeting to order and establish a quorum of the CCEB
 - c. Establish a quorum of the Members if their vote is required on an item
 - d. Approval of previous meeting minutes
 - e. Officers reports (if any)
 - f. Committee Reports (if any)
 - g. Unfinished Business
 - h. New Business
 - i. Announcements (if any)
 - j. Member Comments on non-agenda items
 - k. Adjournment

B. Meetings

- a. CCEB: Can meet as required to conduct business.
- b. Membership: A minimum of one Membership meeting shall be held per year

- c. Special: Can be called by the President of the CC or two Members of the CCEB
- d. Removal of CCEB Member: A petition submitted that includes signatures of a least 20% of the CC Members.

C. Quorum:

- a. CCEB: A quorum to conduct business is total CCEB Members divided by two plus one
- b. Membership: The presence of 20 or more CC Members. A quorum of Members is required only when their approval is necessary for an agenda item.
- 4.2 <u>Majority:</u> Shall mean more than 50% of the total present and voting.

4.3 Voting:

- A. CCEB Officers: When a slate is presented no voting is required. When there are multiple candidates for an office, or at large candidates exceed the number of positions, an election is required. Each CC Member shall have one vote for each office.
- B. CCEB/Membership: As used in these CC P&Ps the term "majority" shall mean those votes of CC Members totaling more than 50% of the total present and voting at a duly constituted meeting.

CHAPTER 5.0 - Facility Use

5.1 <u>Time and Space Allocation:</u> Time and space allocation is dependent upon Membership interest in a CCs activities and the availability of Association space. As space allows, CCs are provided with regular meeting and activity space without charge. One member of the CC must be designated and responsible for scheduling of the time and space allocation. Depending on the nature and size of the meeting or annual event the Activities Department shall determine the facility utilization.

In addition to the CC regularly scheduled time and space allocation, Common Area may be reserved for annual special events without charge. This provision applies to all CCs irrespective of designated facility space. These reservations need to be submitted to the Activities Department on Room Request Form (CCF-4) annually and no later than the 3rd Monday in May.

If a CC needs to rent a room for a special event, they need to read the SCG Room Rental Terms and Conditions (CCF-19) and fill out the Room Rental Contract (CCF-19A).

5.2 <u>Catering/Food Service:</u> All events where food is served on Association property, including CC, SIG and IG events must utilize approved catering or

licensed food service provider. If an event is open only to members and their guests, food may be served that has been prepared in a non-licensed facility (home kitchen).

- 5.3 <u>Association Right to Use Space:</u> SCGCAM reserves the right to preempt CC use of dedicated or reserved space, area or room. SCGCAM shall do so only when given no other alternative.
- Non-Usage Fee: CCs that do not utilize their scheduled times and fail to give the Activities Department a 24-hour cancellation notice shall be charged a non-usage fee of \$50. A CC shall not be allocated or allowed to use space until the non-usage fee is paid in full.
- 5.5 <u>Facility Scheduling:</u> Scheduling of courts and other non-exclusive use facilities are subject to maintaining a minimum of 25% availability for open play.
 - A) The 25% requirement for open play time may, but is not required, to be applied to every hour of the day; but shall mean 25% "over the entire day" from scheduled start time to dusk. If the club facility has lights for evening play, the 25% open play time shall include the hours from scheduled start time until the required lights-out time.
 - B) Clubs shall be flexible in providing non-club players with a "range" of open play time throughout the day.
 - C) Clubs are not required to leave a facility scheduled for open play time vacant from use. If non-club members do not arrive to play; the open time may be utilized by the club.
 - D) Open play time is not required when a tournament has been approved by the Activities Department, as defined in 5.5.
- 5.6 <u>Tournaments:</u> Tournaments, restricted to and open to all members of the CC, are approved, provided the Tournament takes place during CC Exclusive Use Time.

Tournaments hosted by a CC which include play by guests or invited clubs or teams from outside the Association and take place during CC Exclusive Use Time shall obtain and submit a completed Special Events Application form (CCF-8) from the Activities Office for approval. Such Tournaments may occur once per calendar year, may not exceed five consecutive days and may not proceed without written approval by the Lifestyles Manager.

Notice of approval or denial shall be issued in writing to the Officers of the CC. The process of the initial application may take up to 30 days.

- Golf CC shall work directly with the Director of Golf for all golf related tournaments.
- 5.7 <u>No-Smoking Facility:</u> The Association facilities are a designated smoke-free environment. Smoking is permitted outside in designated areas as indicated by signage.
- Alcohol: No alcohol shall be provided, served or consumed in common areas or facilities owned or operated by the Association except as provided through the Association Activities Department. Bringing liquor onto the Association property and consuming it is strictly prohibited according to the Association's liquor license and the Statute (Arizona Revised Statute §4-244.40) that upholds it. No firearms allowed pursuant to A.R.S. § 4.229.

Chapter 6.0 - Club Activity Supervision, Rules and Safety

- 6.1 <u>Monitors:</u> To ensure the adherence of CC P&Ps, a monitor shall be designated and present at all CC activities.
- 6.2 <u>Check-in:</u> At all CC activities (other than golf course play), all CC members are required to sign-in (Sample Sign-in sheet CCF-18) for themselves and their guests. Prospective Charter Club members, who are not guests of a CC member, must sign in. An Activity card shall be presented when participating in a CC activity. If electronic readers are available, the CC member may swipe their Activity card and sign-in for their guest(s). Guests and prospective Chartered Club members shall sign Acknowledgement of Insurance Responsibility and Waiver Agreement. See Appendix B.
- 6.3 <u>Guests:</u> Guests and Prospective Charter Club members may only attend a Chartered Club function a maximum of three times. Guests and Prospective Chartered Club members may be charged a guest fee. Additional fees may be charged for materials and supplies.
- 6.4 <u>Rules:</u> CCs shall review their CC Specific Rules annually. The CC Membership shall vote on any recommended changes. Any changes voted upon and passed shall require an updated copy be forwarded to the Lifestyles Manager for approval.
- 6.5 <u>Safety Rules:</u> CCs using power machinery, chemicals, cutting devices or promoting activities which require above normal physical activities shall develop written safety rules pertaining to the use of or participation in such activity. These rules shall be written by the CC and submitted to the Lifestyles Manager for approval. Once approved by SCGCAM, these safety rules shall be reviewed with the CC Membership and posted. CCs meeting these criteria shall appoint a safety committee that shall report to the CCEB.

6.6 <u>Incidents:</u> All CCs are responsible to immediately report to the General Manager's office any incidents regarding bodily injury on the Incidents/Accidents Form (CCF-11). Any equipment failure should be reported on Equipment Failure Report (CCF-12). Any theft should be reported on Theft Report (CCF-13).

Chapter 7.0 – Chartered Club Exclusive Use Assets

The following outlines responsibility for Assets utilized by CCs. It is the intent to determine responsibility as to who shall maintain and replace CC assets. An agreement shall be reached annually between CCs and SCGCAM on the following:

- A. SCGCAM maintained assets
- B. CC maintained assets

CC assets are required to be funded by the CC through their reserves. SCGCAM shall assume responsibility for the components of the room, for example: flooring, ordinary lighting, plumbing, electrical wall fixtures, painting, HVAC and dust return systems.

As part of the annual budget process SCGCAM shall provide the CC with a list of their Assets requiring CC reserve expense. Each of these Assets shall have been given an estimated life and cost to replace at the end of that life. The replacement cost and estimated life shall form the basis for an amount needed to replace these Assets in the future. This annual replacement expense shall be reflected in the CC annual budget.

Chapter 8.0 – Chartered Club Assets:

Any equipment purchased by the Club becomes the property of the Association upon purchase. (See also SCG Rules and Regulations VII, A.7.)

To purchase, replace or dispose of any CC equipment with an original purchase price of \$2,000 or more, that interfaces with the physical infrastructure of the Association, or weighing 50 lbs. or more, the CC shall notify the Finance Department on CCF-17 and receive advance written approval for the transaction.

The CC shall include a list of all assets purchased during the calendar year along with a copy of the invoices on the Financial Statement CCF-7 (Capital Asset Purchases) and submit the report to the Finance Department within 30 days after the end of the calendar year.

Chapter 9.0 - Violations of the Association Code of Conduct:

In the event of any physical altercation or threat that occurs at a CC activity, the monitor is encouraged to call the police.

Members who violate the Association Code of Conduct Policy are subject to sanction by the Association through the Code of Conduct Committee.

If a CC Member is possibly in violation of the Association Code of Conduct, a Code of Conduct Incident Report (CCF-9) shall be completed. The report shall be filed immediately with an officer of the CC. The CCEB shall file the completed report in a timely manner with the office of the Lifestyles Manager who will forward to the General Manager.

Chapter 10.0 – Violations of CC P&Ps and/or Rules:

- 10.1 <u>CC Membership Violation</u>: If a CC Member violates the CC P&Ps, Rules and/or safety rules, a monitor is to:
 - A. Complete a CC Member Violation Report (CCF-16), and
 - B. Submit said report to an officer of the CC as soon as possible.
- 10.2 Review and Processing: After receipt of a CC Violations Report, the CCEB shall determine if the information provided supports that a violation occurred. The alleged violator shall receive notice that the incident merits no further review, or receive a notice setting forth: A. The alleged violation;
 - B. The sanction to be imposed; C. The process for requesting a hearing (see paragraph 10.4).

A copy of such notice shall be filed with the Activities Department.

- 10.3 <u>Sanctions:</u> Sanctions should be uniform for CC Members regardless of CC, but would vary depending upon the degree of seriousness of the violation. Sanctions may include:
 - A. a letter of warning or;
 - B. 14-28 day suspension of CC Membership rights or;
 - C. Suspension of CC Membership rights until violation is cured or;
 - D. Termination of CC Membership rights but not to exceed one year.
- Hearing: If a hearing is requested by the alleged violator within 15 days, the hearing shall be held before the CCEB. The alleged violator shall be afforded an opportunity to be heard. A written statement of the results of the hearing, the sanction(s) and the appeal process, if imposed, shall be provided to the alleged violator and recorded in the Association records by submitting to the Activities Department.
- 10.5 <u>Appeal:</u> The alleged violator has the right to appeal to the Lifestyles Manager within 15 days of receipt of the hearing results.

The Association maintains its own property and general liability insurance as well as officers and director's liability insurance. The officers and director's liability insurance includes CC officers, directors and committee members as insureds. This extension of coverage applies only to officers, directors, and committee members of CCs.

Property purchased by CC becomes the property of the Association and is therefore covered under the Association's master property insurance policy, subject to the terms, conditions and limitations of that policy. There is currently a \$5,000 deductible on property losses. No personal items used in CC activities are covered under the Association's master property insurance policy. It is recommended that each CC Member cover such personal items under their homeowner's property insurance.

In order for the Association to minimize the necessity of paying for every small loss, the CC is responsible for any insured CC/SCGCA property loss which is less than \$5,000. In the event of a catastrophic loss of insured CC/SCGCA property in excess of \$5,000, the Association shall cover the deductible.

The Association's general liability insurance is designed to protect the Association from third party liability claims. Under certain limited circumstances, this liability insurance may also cover Association officers, directors and Members including, but not limited to, members, directors and officers of CC. However, it is recommended that each Member of the Association and CC purchase and maintain individual homeowner's liability insurance coverage.

The Association maintains its own commercial crime insurance including employee fidelity coverage. CC bank accounts are maintained separately from the Association's accounts and are not considered to be under the direct supervision of the Association officers or staff. For this reason, CC funds are not covered by the Association's crime insurance.

Chapter 12.0 - Club Specific Additions to the Board Approved CC P&Ps

This section will be used to document the additions a CC may have to this document. The CC will document the Chapter, subsection and their additions. All additions must be approved by a majority vote of the CC Members present and voting at a General Meeting and approved by the Director of Activities. When this section is used and/or changed two approval signature lines, including date, shall be included for the CC approval date and Lifestyles Manager approval. The Board of

Directors authorizes the Lifestyles Manager to approve changes and/or deletions to Chapter 12.0.

Chapter 13.0 - Club Specific Rules

This section will be used to document the CC specific Rules. The CC can reference an existing document (including date approved) but the document shall be included as part of the CCs P&Ps. When this section is used any changes made to the CC Specific Rules must be approved by a majority vote of CC Members present and voting at a General Meeting and approved by the Lifestyles Manager. When this section is used and or changed two approval signature lines, including date, shall be included for the CC approval date and Lifestyles Manager approval. The Board of Directors authorizes the Lifestyles Manager to approve changes and/or deletions to Chapter 13.0.