

V. **CLUBS AND ORGANIZATIONS** (hereinafter referred to as Clubs) *(Amended 12/9/09 & 1/12/11)*

5.01 A. **ORGANIZATION**

A significant function of the Sun City Center Community Association, Inc. (CA) is to provide and manage recreational facilities for the benefit of its members.

Appropriate Clubs may be formed to organize members desiring to use these facilities and to participate in such activities.

The CA President shall, annually, appoint a CA Director to administer and oversee Club affairs. He/she shall be designated the Club Liaison Director (CLD). An Assistant Club Liaison Director (ACLD) may also be appointed by the President of the CA Board to assist the CLD. The ACLD will function as the CLD in the CLD's absence. *(Amended 1/12/11)*

Members using the CA facilities must display their CA identification when accessing the facilities. *(Added 1/12/11)*

Clubs desiring to utilize the CA facilities must officially "affiliate" with the CA. To do so, the following steps shall be followed.

1. Clubs may become an Affiliate of the CA, and may utilize CA facilities, only after affiliation has been officially approved by the CA Board.
2. Exhibit that they have sufficient leadership and resources to operate under the Club's Bylaws. An initial Club must have a minimum membership of ten (10) members, unless waived by the CLD. Decisions made by the CLD may be appealed to the CA Board. *(Amended 1/12/11)*
3. Submit a set of Bylaws (and Articles of Incorporation, Constitution, or other governing organizational documents, if appropriate) to the CA for approval. Such documents shall not be in conflict with any provision of the CA's Articles of Incorporation, CA Bylaws, State or Federal regulations, or any provision outlined in the CA Policy Manual. They shall include, as a minimum, the following:
  - a. Name of the Club
  - b. Purpose of the Club
  - c. Criteria for membership (see 5.01C)
  - d. Titles and Duties of Club Officers
  - e. Time and method of electing Officers
  - f. Term of office for Officers
  - g. Schedule of meetings and quorum requirements
  - h. Procedure for amending Bylaws
  - i. A statement that the Club will adhere to all CA rules and procedures
  - j. If a club is dissolved, dispensation of cash will go to another 501(c)(3) organization such as the CA.
  - k. Dues Policy *(added 1/12/11)*

4. A "Removal of a Member" provision must be in the club Bylaws. (Exhibit 5.01.A)
5. Due to the nature of some SCCCA clubs, Club membership is required to use their dedicated club equipment. Clubs imposing this membership restriction shall identify all requirements for safety, and for equipment training and maintenance in their Club Bylaws. Requests for Club membership restriction must be submitted to the CLD for approval. The following signage must be placed at the front entrance of each affected club:

Due to the maintenance of this Club's equipment and for safety reasons, it is necessary that you be a member of this Club to use its equipment.

SCCCA Board of Directors  
December 2000

6. At least one Club Officer (President, Vice President, Secretary or Treasurer) must be a member in good standing of the CA.
7. CA property will not be removed from the CA premises except for CA business with the approval of the Community Manager in concurrence with the Board President. *(Added 1/12/11)*

## **B. OPERATION**

1. Clubs will, at all times, operate in accordance with Article II of the Articles of Incorporation of Sun City Center Community Association, Inc.
2. Under IRS Section 501(c)(3), there is an absolute prohibition against CA clubs using CA facilities for electioneering/campaigning activities. Electioneering/ campaigning is defined as an attempt to influence the election of someone to public office at the federal, state or county level. Such electioneering/ campaigning includes the publishing or distribution of statements or materials of a partisan nature, and speakers who favor or oppose one or more candidates for public office. *(Also see 6.01.A.1 – Political Activities)*
3. A copy of the Club's new or revised Bylaws shall be submitted to the CLD to be approved, signed and dated. The original to be put on file with a signed copy sent to the club for their record. The club must operate under the approved Bylaws. (A sample of suggested Bylaws is available in the CA office.) All clubs must have Bylaws on file at the CA office. *(Amended 1/12/11)*
4. All official club meetings and other organization meetings under the jurisdiction of the Community Association, except for national charter clubs and organizations, will be conducted under "The Standard Code of Parliamentary Procedure" by Alice Sturgis or "Roberts Rules of Order". *(Added 3/9/11)*

5. Clubs may charge a reasonable membership and/or initiation fee to cover Club expenses.
6. Clubs may engage in such fund-raising activities as the Club may determine appropriate and consistent with existing Florida Statutes and CA policies. *(Amended 2/9/11)*
  - a. No CA club will enter into a contract for a gambling fund-raiser without Prior CA Board review and approval.
  - b. No CA club shall sponsor any game of chance (excluding Bingo, 50/50 drawings and raffles) for fund-raising for monies or prizes without prior CA Board review and approval.
7. An Association club, that sponsors an event or offers classes in which someone receives compensation or donations for conducting such an event or class using CA facilities, is subject to IRS employee taxation regulations and procedures.
  - a. The sponsoring club must account for the total amount collected and the amount paid to any service provider. If the total compensation paid (including donations) to an unincorporated provider exceeds \$600.00 per annum, the club must report this information to the unincorporated service provider and file with the IRS. Clubs who use unincorporated providers will obtain their own Tax Identification Number (TIN) and file IRS Form 1099-Misc. as appropriate. Assistance and forms are available from the Community Association Accounting Department.
  - b. Any club hiring an employee/consultant must sign a contract (see Exhibit 5.01.B) stating the time, duties, compensation/salary, social security number and method of payment with a copy sent to the CLD. This will be required to maintain compliance with our 501(c)(3) status.
  - c. A club's financial records are subject to audit.
8. Clubs shall ensure the lights and music are turned off when closing the rooms.
9. No sale of alcoholic beverages may be permitted (F.S. 562.12). The cost of alcoholic beverages may be included in the cost of tickets.

**C. CRITERIA FOR MEMBERSHIP:**

1. The 1984 Agreement requires that all CA members must be allowed the use of all CA facilities. Therefore, Clubs shall accept any CA member in good standing in the CA with their annual dues current who desires to join. This requirement may be waived by the CLD for any Club whose membership is limited by its national charter, heritage, home state, safety, physical restrictions or other considerations.

2. Clubs may, at the discretion of the Club, also admit as members persons who reside in Kings Point and such other communities which provide reciprocal club memberships and facilities for CA members. Reciprocity need not be based upon a totally equal facility or club existence in both communities; but, in the spirit of cooperation. The CLD and the Board will determine whether a community meets these requirements.
3. Clubs that wish to open their activities to participants outside of those permitted above may make written application to the CLD for a waiver. When such a waiver is granted, the Club may be subject to fees to cover the additional costs of accommodating such participants. The waiver will be approved or denied by the CLD and the CA President. *(Amended 1/12/11)*
  - a. Waivers will be considered upon request to the CLD, by a Club for a non-member who can provide “value added” such as a service, benefit, or needed experience to the Club. Waivers are granted for the calendar year in which they are applied for and may be renewed upon request of the Club. Waivers are given on a space available basis.
  - b. Non-members granted a waiver are subject to current fees, and/or club dues.
  - c. Club membership given on a waiver does not extend to the use of other CA facilities or clubs.
  - d. Non-members granted a waiver will be issued a badge with their name and club affiliation so that they can enter the facilities for their club functions only. Members of national clubs or organizations must have their affiliation ID with them and show it when requested.
4. CA members shall, at all times, be granted preference in the use of facilities and participation in Club activities.
5. In all cases, non-CA members participate at the pleasure of the club and their participation may be terminated at any time, without cause. A letter of termination will be issued by the Club President with a copy to the CLD. A pro-rated share of club dues may be reimbursed to the terminated individual(s) at the discretion of the club.
6. All CA members of a club must be in good standing in the CA with their annual dues current. *(Added 1/12/11)*

#### **D. OBLIGATIONS OF CA-AFFILIATED CLUBS**

1. Clubs shall abide by these regulations and such others as may from time to time be promulgated. Failure to do so may require the CLD to take appropriate action, including withdrawal of its privilege of using CA facilities. In case of such disputes, the Club shall have the opportunity to present its viewpoint to the CA Board. The objective of any such meeting is to reach an amiable conclusion that is compatible with the community's welfare.
  2. Each Club shall provide the CA with the following information by February 28 each year or such other time(s) as the CA may request. *(Amended 1/12/11)*
    - a. A list of current Club officers and members with their CA number. If a club has a non-CA member (Kings Point or Waiver), that information must also be included. Changes in Club officers shall be updated and given to the CA within 30 days.
    - b. A list of all furniture and/or other equipment, including donated items, stored on CA property. Such material will be covered by the CA's insurance.
    - c. All furniture and/or other equipment bought or donated is the property of the CA and must be disposed of according to CA policy.
- E. Except as noted above, these policies may be changed and/or waived only by the CA Board of Directors.

## EXHIBIT 5.01.A

### Removal of a Member

Any member may be removed from membership in a Club for cause which a majority of the members consider sufficient. The following process must be pursued to accomplish the removal of a member.

- A. The Club member who recommends the removal of another member must submit the request in writing to the Executive Committee.
  1. The letter must clearly state the reason(s) for the proposed action.
  2. The letter must be signed by the member bringing the action.
  3. The letter must be endorsed and signed by at least two (2) other members of the Club.
  
- B. A member of the Club may be removed from membership for cause by majority vote of the members present at a duly constituted meeting of the Club. The member under consideration for removal must be notified of the time, place, and purpose of the meeting and must be allowed time to present an appeal to the members present prior to the vote. A removed member of the Club may, within 30 days of removal, request an appeal hearing to the Club Executive Committee for reinstatement of membership.
  
- C. After one year from the date of removal, the removed member may apply, by letter, to the Executive Committee for reinstatement. If approved by a majority vote of the Executive Committee, the reinstatement must also be approved by a majority of the members present at a duly constituted meeting of the Club. Any reinstatement of this nature shall be as new members.

EXHIBIT 5.01.B

**AGREEMENT WITH INDEPENDENT CONSULTANT/INSTRUCTOR**

This agreement between \_\_\_\_\_, known herein as the consultant, and \_\_\_\_\_, known herein as the club, describes their relationship and responsibilities.

Consultant's Identification (Tax Number/Social Security Number) \_\_\_\_\_

Date of work to be perform \_\_\_\_\_ Time \_\_\_\_\_

Location of the work \_\_\_\_\_

Description of the work \_\_\_\_\_

Compensation \_\_\_\_\_

Additional details may be incorporated in attachments to the above requirements.

1. The consultant agrees to conduct the performance of work /services described above in a workmanlike and professional manner and in conformity with all laws, rules, regulations and codes of ethics binding upon or applicable to one doing the type of work or services provided for herein.
2. It is agreed between the parties that the Consultant shall be responsible for his/her equipment, transportation, insurance and all of his/her own expenses in connection with furnishing the work or services described above, and shall pay his/her own and his/her employees' F.I.C.A. and other taxes. As part of this Agreement, the Consultant warrants that he/she has sufficient Workers Compensation Insurance in place to cover his/hers employees working at the above location and performing the work or services pursuant to or in connection with Agreement, if required by Florida law.
3. It is distinctly understood and agreed that the Consultant is not an employee, servant or agent of the Club and SCC Community Association.
4. The Consultant is an independent contractor and agrees to abide by the rules and regulations of the Club and SCC Community Association and hold both harmless for any personal loss or injury incurred while on SCC Community Association property.
5. The Consultant agrees that this agreement may be cancelled at anytime by either party with or without cause.

CLUB PRESIDENT

CONSULTANT

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