



**UNITED STATES MARINE CORPS**  
MARINE CORPS AIR STATION  
POSTAL SERVICE CENTER BOX 8003  
CHERRY POINT, NORTH CAROLINA 28533-0003

ASO 5760.2B  
MCCS  
30 Dec 11

AIR STATION ORDER 5760.2B

From: Commanding Officer, Marine Corps Air Station, Cherry Point  
To: Distribution List

Subj: PRIVATE ORGANIZATIONS ABOARD MARINE CORPS AIR STATION,  
CHERRY POINT

Ref: (a) DoD Inst 1000.15  
(b) DoD Dir 1000.26E  
(c) MCO 5760.4C  
(d) DoD 5500.7-R  
(e) MCIEASTO 5760.1  
(f) SECNAVINST 11011.47B  
(g) NAVFAC P-73  
(h) DoD Inst 1015.10  
(i) MCO 1700.22F  
(j) MCO P1700.27B

Encl: (1) Sample Letter Requesting Establishment of a Private  
Organization  
(2) Sample Constitution and/or Bylaws  
(3) Reporting Periods  
(4) Waiver of Liability/Assumption of Risk  
(5) Sample Memorandum of Agreement  
(6) Sample Financial Statement  
(7) Review Checklist for Private Organizations  
(8) Sample Letter Requesting Continued Authority To  
Operate  
(9) Statement of Income and Expenses  
(10) Sample Audit  
(11) Non-Federal Entities Having Statutory Authorization  
For Particular Support

1. Situation. To publish policy, guidance and instructions for the establishment, operation, support, and oversight of Private Organizations (POs) and informal funds aboard Marine Corps Air Station (MCAS), Cherry Point.

DISTRIBUTION STATEMENT A: Approved for public release;  
distribution is unlimited.

2. Cancellation. AirStaO 5760.2A

3. Mission. To provide policy, guidance, information, and procedures concerning the operation and support of POs, and informal funds.

4. Execution. MCAS Cherry Point's support for POs shall be in accordance with the relevant statutes and regulations as well as the references, especially reference (d), The Joint Ethics Regulation. MCAS Cherry Point recognizes that non-Federal entities and POs support Marines and their families, and can be important to their welfare; nevertheless, unauthorized expenditure of appropriated funds or non-appropriated funds in support of these organizations is prohibited.

a. Commander's Intent and Concept of Operations

(1) Commander's Intent. POs must obtain the express written consent of the Commanding Officer (CO) to operate aboard MCAS Cherry Point. Particular care will be taken to ensure POs operate in accordance with the references (a) through (e) and especially (d), the Joint Ethics Regulations, to avoid preferential treatment, official sanction, endorsement or support, or the appearance of such, except as authorized. The CO will determine which organizations will be authorized to operate aboard MCAS Cherry Point and will provide express written consent; this authority is non-delegable. The Commanding Officer has the sole authority to terminate authority to operate.

(2) Concept of Operations

(a) Private Organizations: The CO will determine which POs will or will not operate on the installation; no PO will be authorized to operate without his/her express written consent. Marine Corps Community Services (MCCS) is the delegated authority to administer day-to-day operation and oversight of authorized POs. To request authority to establish and operate a PO on MCAS Cherry Point, the following must be submitted to the Commanding Officer, MCAS, Cherry Point, via the Deputy Director (DDir), MCCS:

1. Letter Requesting Establishment of a Private Organization (enclosure (1)). The letter will provide the organization's name, outline the purpose of the organization;

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include any facilities and services that will be requested, as well as a proposed calendar of events and activities. Contact information for club officers will include daytime telephone number, home address and email, if available, for each. If a PO is requesting use of space, on more than an occasional basis, a request for an out-grant must be sent to the Director, Facilities Maintenance, via the DDir, MCCS. Per the instructions in references (f) and (g) if approved, NAVFAC will draft a license or lease agreement for the use of Government space and may charge an administrative fee. Administrative fees will be the responsibility of the PO.

2. POs must also formally create a written constitution, by-laws, charter, articles of agreement, or other functional equivalent, (sample included at enclosure (2)), including the information and meeting the criteria as follows:

a. Establish the nature, function and objectives of the organization. The primary function of a PO will be the support of military members and/or their families.

b. Civilian membership in a PO is limited to not more than one-third of the total membership. Civilian employees, retirees of the DoD and family members of military families may be included without regard to limitation.

c. Describe membership eligibility and include a statement that no person will be discriminated against because of race, color, creed, sex, age, disability or national origin, or otherwise be subjected to unlawful discrimination.

d. Detail management responsibilities, to include the accountability for assets, satisfaction of liabilities, disposition of any residual assets on dissolution, and other documentation that shows responsible financial management.

e. State that members understand they are personally liable, as provided by law, for the payment of outstanding debt if the assets of the PO are insufficient to satisfy them.

f. Acknowledge that mere membership in a PO does not confer the privilege of using station facilities. Only

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members of the PO authorized to do so in their own right can utilize station facilities.

g. Acknowledge that income will not be distributed to individual members except through wages and salaries as employees of the PO. Dues will not be used to pay for awards or recognitions presented to club members for services rendered to the private organization or military community.

h. Select a reporting period and acknowledge that financial records, meeting minutes, and updated POC listings will be available for quarterly audits by MCCS in addition to the annual audit requirements. Enclosure (3) provides listings for reporting periods and due dates for submissions.

i. Reflect that a reserve of operating capital, with a maximum of \$3,000, may be retained by the respective private organization at the end of the operating year.

j. Reflect the policies and requirements outlined in this Order.

3. Adequate insurance, as deemed appropriate by the CO, shall be secured prior to the organization beginning operation onboard the Air Station, in order to protect against public liability and property damage claims or other legal actions that may arise as a result of activities of the organization or one or more of its members acting in its behalf. If the CO determines that the interests of the U.S. Government can be adequately protected without the PO obtaining insurance, the PO may be relieved of the obligation to obtain insurance, provided, each member of the PO signs a Waiver of Liability/Assumption of Risk Agreement (enclosure (4)).

a. If the requirement for insurance is not waived, the CO, MCAS Cherry Point and MCCS will be named as additional insurers on the certificate of insurance. Proof of current insurance must be submitted before the PO can operate and on the policy renewal date.

b. Organizations operating under a license or lease agreement with NAVFAC will comply with the insurance requirements as outlined in the agreement. Administrative fees for drafting a license or lease document will be the responsibility of the PO.

4. A Memorandum of Agreement (MOA) must be included in the submission. The MOA will define the responsibilities of each party and will include all requirements listed in this order and any other applicable regulations such as license or lease requirements, where applicable. Samples of MOA's for POs with and without an insurance requirement are provided at enclosure (5).

5. Contact the MCCS Review and Analysis to schedule an orientation on POs. Two club officers must attend the orientation, this requirement must be fulfilled before written consent to operate will be provided. The inspector will issue a letter stating that the requirement has been met and will submit it to the MCCS DDir to be maintained in the PO file.

(b) Quarterly Requirements: Each PO will submit to the Commanding Officer, Marine Corps Air Station (MCAS) Cherry Point, via the Deputy Director, (DDir), Marine Corps Community Services (MCCS) the following documents quarterly no later than 30 days after the close of the reporting period chosen.

1. A financial statement as of last day of the reporting quarter. The financial statement will be submitted in the format outlined in enclosure (6).

2. Meeting Minutes

3. A completed copy of enclosure (7), Review Checklist of Private Organizations, dated at the end of the reporting period selected.

4. Updated contact information for Organization Officers.

(c) On a continuing basis each PO will:

1. Submit an updated insurance policy when changes are required and 30 days written notice prior to the termination of an existing policy to the DDir, MCCS. If insurance has been waived, current Waivers of Liability/Assumption of Risk must be maintained on file for all members of the PO. Forward completed waivers to MCCS within 10 days of the addition of new members.

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2. Provide changes to Organization Officers and/or contact information within 10 days of change to the DDir, MCCS.

3. Provide notice of proposed changes to the POs Constitution/Bylaws and/or for review prior to implementation of any change to the Commanding Officer, MCAS Cherry Point, via the DDir, MCCS for review.

4. Provide notice of income earned at a single on installation event in excess of \$1,000, or if an organization's annual income exceeds \$12,000. The information must be reported to the Commanding Officer, MCAS Cherry Point via the DDir, MCCS.

5. Maintain and submit financial records, meeting minutes, POC listings and other documents as required to the DDir, MCCS each quarter.

6. POs will ensure compliance with applicable fire and safety regulations, environmental laws, local, State, Federal tax codes, and any other applicable statute and regulations.

(d) Annual Requirements: Each PO will submit to the Commanding Officer, MCAS Cherry Point via the DDir, MCCS:

1. Submit a Letter Requesting Continued Authority To Operate (enclosure (8)). This document will be due on the submission date for the end of the third quarter of the selected reporting period. Review the organization's Constitution and By-Laws. Submit an amended copy of these documents if there have been changes during the year.

2. A financial statement and a statement of income and expenses for the reporting year selected will be submitted within 60 days after the end of the year. The statements will be submitted in the format outlined in enclosures (6) and (9).

a. An organization that has a gross annual revenue \$2,500 or greater must submit an annual audit report prepared by a Certified Public Accountant (CPA), no later than 60 days after the end of their fiscal year. A report prepared by a CPA, may be submitted as prepared. Financial statements must be certified by the person(s) conducting the audit.

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b. An Independent Auditor's Report will be conducted by MCCS Review and Analysis for those organizations with incomes of \$2499 or less. Contact MCCS Review and Analysis to schedule the audit, the audit must be completed and submitted no later than 60 days after the end of the fiscal year. Enclosure (10) provides sample audit documents.

3. A proposed calendar of events for the upcoming year will be submitted with the first quarter reports.

4. Failure to submit the required documents in accordance with this Order, or at such time as documentation is 30 days past due, will result in termination of the PO.

(e) Disestablishing a PO - Prior to the disestablishment of an organization, and/or disposal of residual assets and liabilities, forward a letter to the DDir, MCCS, providing notice of plans for dissolution and means of disposing of residual assets and liabilities. The discontinuance of an organization can be based on the initiative of the membership or by a decision by the Commanding Officer. Property may not be abandoned on the installation by a PO and may only be acquired by purchase or by donation agreed to by DoD as per instruction in reference (a).

(f) Support of Private Organizations

1. POs are not entitled to sovereign immunity and privileges accorded to Federal entities and instrumentalities, and are not to be treated as such.

2. There shall be no financial assistance to a PO from a Nonappropriated Fund Instrumentality (NAFI) in the form of contributions, repairs, services, dividends, or other donations of money or other assets.

3. POs are not NAFI, nor is there an official relationship between their activities and those of DoD personnel who are members and/or participants. Personal and professional participation in POs by DoD employees is governed by reference (a). Marines may not serve on the board of any PO in an official capacity as officers, directors or other positions that involve management.

4. Authorized POs may be permitted to utilize Air Station facilities, services, and equipment whenever

consistent with the military mission and otherwise in conformance with applicable laws, regulations and installation procedures. A letter requesting support of an event must be submitted a minimum of 30 days in advance of the event to the Commanding Officer via Joint Public Affairs Office (JPAO) for appropriate routing.

5. POs occupying Federal facilities pursuant to an out-grant document, are required to reimburse the installation for the provision of utilities and or services provided to the PO. The amount charged will be either the actual or an estimated cost. These charges may be waived if the CO considers them to be nominal. The appearance of preferential treatment must be considered when making this determination. The CO must justify the waiver of these fees to the Commanding General, MCIEAST in writing, per reference (e).

6. In the event that NAVFAC is required to draft a license or lease agreement in order to authorize a PO to occupy Federal facilities onboard the installation, an administrative fee will be charged, this fee is the responsibility of the PO.

7. Youth Programs. POs serving youth populations (e.g., Boy Scouts of America, Girl Scouts of the United States of America, Marine Cadets, Young Marines outlined in reference (j)) may be provided logistical support to include on a limited basis, the use of Marine Corps facilities, equipment and the Marine Corps personnel necessary to make proper use of the equipment, to the extent allowed by the references and applicable law as approved by the cognizant CO. This support shall be consistent with the guidance provided in paragraph 3-211 of reference (d). Marine Corps personnel may voluntarily participate in youth organizations and activities as individuals in their personal capacities, provided they act exclusively outside the scope of their official positions. DoD employees may be appointed as DoD liaisons to the POs per paragraph 3-210 of the reference (d).

8. Non Federal Entities (NFE). A NFE is a self sustaining organization, incorporated or unincorporated that is not an agency of the Federal Government. They are established, operated and controlled by any individual(s) acting outside the scope of any official capacity as officers, employees or agents of the Federal Government. Certain NFEs have statutory authorization for particular support. Enclosure (11) provides a listing of such NFEs.

(g) POs authorized per this Order are subject to the following restrictions:

1. Activities conducted will not prejudice or discredit the interests of the Marine Corps or other government agencies.

2. To prevent the appearance of an official sanction or support, a PO shall not use any of the following in its title or letterhead: name, abbreviation, seal, logo, insignia, or the like, used by any DoD component to identify any of its programs, locations, or activities. A PO must display the following disclaimer on print and electronic media:  
"THIS IS A PRIVATE ORGANIZATION. IT IS NOT PART OF THE DEPARTMENT OF DEFENSE OR ANY OF ITS COMPONENTS, AND IT HAS NO GOVERNMENTAL STATUS."

3. Membership discrimination based on race, color, sex, creed, or national origin is prohibited. Establishment of cultural, ethnic, or religious private organizations is allowed, provided that membership is not restricted or discriminatory on the above basis.

4. POs will not compete with MCCS revenue generating businesses or engage in retail activity except through the Whistle Stop Thrift Shop; Treasures of the Point and occasional sales for fundraising purposes, such as dances, bake sales, etc., as approved by the DDir, MCCS and the Staff Judge Advocate (SJA).

5. Exceptions to the above restrictions will only be approved by DDir, MCCS if:

a. NAFI, such as the military exchanges, cannot provide the product.

b. Merchandise is sold only to members and is directly related to the purpose and function of the private organization.

6. Per reference (i), POs are prohibited from selling, distributing or possessing any alcoholic beverage on the installation. Those POs permitted to use government facilities will not distribute or possess alcoholic beverages.

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7. POs will operate within the policies and requirements outlined in this Order.

8. The discontinuance of a PO may be based on the initiative of the membership or a decision by the Commanding Officer.

9. POs will ensure compliance with applicable fire and safety regulations, environmental laws, local, State, Federal tax codes, and any other applicable statues and regulations.

(h) Informal Funds. Although limited in scope of their activities, informal funds (e.g., office coffee fund or plaque funds) may be established and operated without formal permission; however if an informal fund generates more than \$350 per month or has more than \$1,000 in the fund, written permission from the Commanding Officer, MCAS Cherry Point is required. The following additional guidelines apply:

1 Membership will be voluntary and normally limited to a small group of employees.

2 Income shall be limited to amounts required to support the fund. Financial documentation of informal funds should be kept to ensure accountability of amounts received and spent. It is the responsibility of the activity to operate in an ethical manner and to initiate action when the fund has exceeded the established limit.

3 Office coffee/soda messes are authorized to be to generate money through the sale of coffee, soda or other non-alcoholic beverages only, and shall not engage in the sale of food or other items.

b. Tasks

(1) MCCS

(a) Provide administrative oversight for private organizations operating aboard the Air Station, and serve as a Point of Contact (POC) for organizations requesting authority to operate, continue to operate or discontinue operating on the installation.

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(b) Draft a Memorandum of Agreement (MOA) for each PO authorizing their operation on the Installation and ensure that all requirements in this Order as well as any other applicable regulations are included. The MOA will be signed by the CO and an officer of the organization.

(c) Request a legal review of all POs and documents submitted by POs requesting authority to operate on the Installation, e.g. constitution and bylaws, MOA and the purpose of the organization. The organization must primarily benefit service members and their families.

(d) Forward a current list of POs authorized to operate on the Installation no later than 1 January to the Command Inspector General (CIG) MCIEAST, via the CO. Maintain a list of organization authorized to operate aboard MCAS Cherry Point.

(e) Report any organization with an annual income in excess of \$12,000 or that has income in excess of \$1,000 at a single on installation event to the Commanding General, MCIEAST, via the CO, MCAS Cherry Point.

(f) Ensure that POs fundraising aboard the Installation are not permitted to solicit commercial businesses or any other person or entity for assistance, money, goods, equipment, or services in return for advertising or promotional opportunities aboard the Installation per paragraph 9608 or reference (i).

(g) Pursuant to section 3-211b of reference (d), fund raising events may be permitted only in areas designated in writing as non-Federal work areas by the CO. Ensure fundraising requests comply with this requirement.

(h) Continually review all POs to ensure that the membership provisions and purposes continue to apply, thereby, justifying continuance on the Air Station.

(i) Ensure the dissemination of the contents of this Order to subordinate Commanders, Staff, and Tenant Commanders. Ensure POs are briefed on regulations and requirements annually.

(j) Create and maintain a file on every PO authorized to operate on the installation by the Commanding Officer. The SJA's legal opinion, the PO's written request to operate, the

CO's written authorization to operate, proof of insurance or the file must contain the organization's constitution and bylaws, the CO's written waiver of the requirement together with a signed Waiver of Liability/Assumption of Risk agreement for each member, the results of each annual audit by MCCS or a certified public accountant, if required, and all required real property out-grant documents.

(k) Review annual and quarterly documents submitted by all POs operating on the Installation.

(2) Facilities

(a) Coordinate with NAVFAC and MCIEAST on all requests from POs for the occupancy of Government space or the use facilities on more than an occasional basis, in accordance with reference (c). Ensure any arrangements with a PO for frequent use of space are formalized in an appropriate real property out-grant document.

(b) Ensure all out-grant documents are drafted pursuant to paragraph 4a(2)(a)(8) of reference (c) and conform to the requirements of references (g) and (h).

(c) Per paragraph 9d (1) (b) of reference (g), POs occupying Federal facilities pursuant to an out-grant document are required to reimburse the Installation for the provision of utilities and/or services provided to the PO. The amount charged will be either the actual or an estimated cost. These charges may be waived if the CO considers them to be nominal. The appearance of preferential treatment must be considered when making this determination. The CO must provide written justification of the waiver of these fees to the Commanding General, MCIEAST in writing.

(d) Pursuant to paragraph 3a (2) (b) 9 of reference (e), an administrative fee may be charged when NAVFAC drafts a license or lease. Payment of the administrative fee is the responsibility of the PO.

(e) Provide copies of all out-grant and related documents to MCCS to be maintained in the PO files.

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(3) Staff Judge Advocate

(a) Review each PO's Constitution and Bylaws, Memorandum of Agreement and, if necessary, Waiver of Liability/Assumption of Risk agreements to ensure all documents are in compliance with applicable references and guidance and that the interests of the Government are protected.

(b) Review requests for PO support of events and fundraising activities.

(c) Assist the Command Inspector in performing compliance inspections, per reference (e).

(4) Station Comptroller. Assist the CO with necessary expense determinations and other fiscal issues related to POs.

(5) Joint Public Affairs

(a) Receive and route all fundraising requests and requests for support of events by POs authorized to operate aboard the Installation, to the CO via the SJA, MCCS, and other directorates as appropriate, for recommendation, approval or disapproval. Notify MCCS of the disposition of requests.

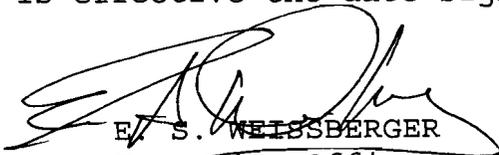
(b) Create and maintain a website providing guidance on the establishment and continued authorization of private organizations on MCAS Cherry Point. Include sample documents as provided in ASO 5760.2B for use as templates. Post current information regarding each PO. Keep a current listing of all organizations authorized to operate on the Installation.

4. Administration and Logistics. None.

5. Command and Signal

a. Command. This Order is applicable to all personnel.

b. Signal. This Order is effective the date signed.

  
E. S. WEISSBERGER  
Executive Officer

DISTRIBUTION: A

ASO 5760.2B  
30 Dec 11

Date

From: Name of Organization  
To: Commanding Officer, Marine Corps Air Station, Cherry Point  
Via: Deputy Director, Marine Corps Community Services

Subj: REQUEST FOR AUTHORITY TO OPERATE AS A PRIVATE ORGANIZATION  
(PO) ABOARD MARINE CORPS AIR STATION (MCAS), CHERRY POINT

Ref: (a) ASO 5760.2B

Encl: (1) Organization Constitution  
(2) Organization Bylaws  
(3) Memorandum of Agreement  
(4) Proposed Calendar of Events

1. Per reference (a), request the organization titled and described as follows be granted authority to operate aboard MCAS, Cherry Point as a PO.

2. Organizational information:

a. Name of Organization:

b. Purpose of the Organization:

c. Principal Officers:

(1) President:

Name:  
E-Mail Address:  
Mailing Address Ln 1:  
Mailing Address Ln 2:  
Day Phone:  
Cell Phone:  
Evening Phone:

(2) Vice-President:

Name:  
E-Mail Address:  
Mailing Address Ln 1:  
Mailing Address Ln 2:  
Day Phone:  
Cell Phone:  
Evening Phone:

(3) Treasurer:

Name:  
E-Mail Address:  
Mailing Address Ln 1:  
Mailing Address Ln 2:  
Day Phone:  
Cell Phone:  
Evening Phone:

(4) Secretary:

Name:  
E-Mail Address:  
Mailing Address Ln 1:  
Mailing Address Ln 2:  
Day Phone:  
Cell Phone:  
Evening Phone:

Enclosure (1)

Subj: REQUEST FOR AUTHORITY TO OPERATE AS A PRIVATE ORGANIZATION  
(PO) ABOARD MARINE CORPS AIR STATION (MCAS), CHERRY POINT

d. Proposed Meeting Location: (If an organization is requesting the continued use of space on more than an occasional basis, a request for an out-grant must be sent to the Director of Facilities via the DDir, MCCA. This request should be submitted as an enclosure to this document).

e. Will any officer/member of the organization receive wages or salaries as an employee or remuneration for services rendered?  
Yes\_\_\_ No\_\_\_ If yes please provide position title

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f. Employer Identification Number (EIN): \_\_\_\_\_

g. The reporting period for the organization will be:  
(1) Calendar Year (01 January - 31 December)  
(2) School Year (01 July - 30 June)  
(3) Fiscal Year (01 October - 30 September)

h. Enclosures (1) and (2), the Constitution and Bylaws of this organization, respectively, have been duly approved and adopted by the membership of the organization and fairly represent the nature, function and objectives of this organization.

i. Enclosures (1) and (2) define the eligibility for local membership and certify that the majority of members will be primarily from the DoD family.

j. Enclosures (1) and (2) set forth the responsibilities for all management functions to include accountability of assets, coverage and limitation of insurance, disposition of remaining assets upon dissolution of the PO, and assure responsible financial management.

k. Enclosures (1) and (2) include a statement of the POs liability if assets are not enough to cover all PO liabilities, and address the extent of PO members' personal liability for debts of or claims against the PO.

Enclosure (1)

Subj: REQUEST FOR AUTHORITY TO OPERATE AS A PRIVATE ORGANIZATION  
(PO) ABOARD MARINE CORPS AIR STATION (MCAS), CHERRY POINT

1. It is acknowledged that this organization is not a Government instrumentality and is not entitled to the immunities and privileges afforded government agencies.

m. It is acknowledged that this organization is responsible for all taxes and insurance required by applicable laws.

n. It is acknowledged that adequate insurance, as deemed appropriate by the Commanding Officer, shall be secured prior to the organization beginning operation onboard the Air Station. If this requirement is waived, a signed Waiver of Liability/Assumption of Risk will be required from each member.

o. This organization agrees to comply with all applicable Installation regulations and directives.

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Printed Name of President

Enclosure (1)

**SAMPLE CONSTITUTION**

**ARTICLE I - NAME**

Section 1. The name of this organization shall be \_\_\_\_\_,

herein after referred to as the "Club."

**ARTICLE II - AUTHORITY AND PURPOSE**

Section 1. Upon the approval of the Commanding Officer (CO), Marine Corps Air Station (MCAS), Cherry Point, this Constitution is hereby established.

Section 2. The purpose of this Club is to \_\_\_\_\_.

**ARTICLE III - BYLAWS AND OTHER REGULATIONS**

Section 1. Bylaws shall be formulated and upon approval of the CO, MCAS Cherry Point shall have the same force and effect as if published as part of the Constitution.

Section 2. The Club shall comply with all DoD, Marine Corps, Marine Corps Installations East, and MCAS Cherry Point Orders, Directives and Instructions pertaining to the operation of independent private organizations.

Section 3. The Club acknowledges that it is not a Government instrumentality and therefore is not entitled to immunities and privileges afforded Government agencies, and is responsible for taxes and insurance as required by law.

**ARTICLE IV - MEMBERSHIP**

Section 1. Membership of the Club will be on a voluntary basis. Subject to approval of the CO, MCAS Cherry Point, the following personnel are eligible to participate:

a. General membership shall be extended to-----  
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b. Honorary membership shall be extended to-----  
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c. Civilian membership, excluding DoD civilians billeted on the installation shall be limited to not more than one-third of the total membership strength.

**ARTICLE V - OFFICERS AND BOARD OF DIRECTORS**

Section 1. The officers for the Club, elected from the categories of membership, shall be: President, Vice President, Secretary, and Treasurer (add others as desired). This group of officers shall be designated as the Board of Directors.

Section 2. Each year, at a regularly scheduled meeting, nominations from the floor shall be invited prior to the election of office. Nominees must give their permission for the election. Officers shall be elected by a secret majority vote of those members present and voting. A simple majority vote is required. The existing Board of Directors shall not vote unless it is necessary to break a tie.

Section 3. An officer of the Club may be removed for cause by a majority written vote of the voting membership.

Section 4. The Board of Directors shall have the authority to act on any and all matters concerning the Club excepting those requiring approval of the CO, MCAS Cherry Point or a vote of the Club membership or as otherwise specifically provided for by the bylaws of the Club. Expenditures of the Club in excess of \$\_\_\_\_\_ (indicate amount) must be presented to and approved by the Board (or voted on by the membership) before the obligation is incurred.

Section 5. In the event of a vacancy on the Board, the remaining members of the Board shall appoint a temporary officer to serve until the next regular meeting at which time an election shall be held to fill the vacancy. The candidates shall be nominated from the floor at the time. If a permanent officer is not elected within 60 days after the vacancy occurs, the temporary officer appointed by the Board shall automatically become permanent for the remainder of the unexpired term.

Section 6. An officer may resign his/her office by notifying the President in writing.

Section 7. Officers are eligible for re-election to the same office; however, no individual shall be eligible for the same office for more than two consecutive terms.

Section 8. Duties of the elected officers are as prescribed in the bylaws.

**ARTICLE VI - QUORUMS AND MEETINGS**

Section 1. The Board of Directors shall meet at least quarterly or at the call of the President. The quorum for all Board of Director's meetings shall be at least \_\_\_\_\_ (indicate number) present of the Board. The Board will exercise their powers through a simple majority vote.

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Section 2. A general membership meeting will be held on the \_\_\_\_\_ (date/day of the week) of \_\_\_\_\_ (each/every other). A simple majority vote of those members present and voting at the meeting will prevail on all issues brought to a vote with the exception that Constitutional amendments shall be affected as prescribed in the Constitution, Article XI.

Section 3. Upon written request of at least \_\_\_\_\_ percent of the voting membership of the Club, the President shall be required to call a special membership meeting. The President may call a special membership meeting at his own discretion.

Section 4. All members shall be notified, if possible, of the time, place and subject matter of the special membership meeting and only that business for which the meeting is called shall be transacted.

**ARTICLE VII - VOTING**

Section 1. Only members in good standing shall be allowed to vote on any matter requiring a vote and they shall be entitled to only one vote.

Section 2. There (shall/shall not) be any voting by absentee or proxy.

Section 3. Passage of any resolution shall be a simple majority vote of those voting members present, except when otherwise provided for in the bylaws.

Section 4. All proposals at a Board of Directors meeting shall require a simple majority to be passed.

**ARTICLE VIII - FINANCE (NOTE 1 - EXCEPT INITIATION FEE, OPTIONAL)**

Section 1. Initiation fees (if desired) of all members shall be payable when applications are submitted for approval. Each member shall pay monthly dues in an amount to be determined by the (Board/membership). Total dues of all members, together with other income, shall be sufficient to cover insurance and other expenses. All members are personally and equally liable if the assets of the Club are insufficient to discharge all liabilities/obligations.

**ARTICLE IX - LIABILITY**

Section 1. Adequate and proper insurance shall be carried at all times to protect the membership from liability. No expense or obligation whatsoever shall be incurred by members of this Club except as incurred and set forth within the bylaws and this constitution.

Enclosure (2)

**ARTICLE X - DISSOLUTION**

Section 1. Dissolution of the Club shall be upon the initiative of the membership or a decision by the CO, MCAS Cherry Point to withdraw local authorization to operate aboard the Base.

Section 2. Upon the liquidation of all indebtedness, residual assets will be disposed of as directed by the Board of Directors.

Section 3. Upon disestablishment, the incumbent senior official shall notify the CO, MCAS Cherry Point via the Deputy Director, MCCA, of impending action with certification that all indebtedness has been liquidated and residual assets disposed of.

**ARTICLE XI - AMENDMENTS OR CHANGES**

Section 1. Amendments or changes to this constitution may be proposed by the Board of Directors or by any member in good standing who submits a written request to the President, using the exact wording of the proposed change. Notice of the proposed change of the constitution, using the exact wording, shall be given to the membership at least ten days in advance of a business meeting called to consider the change. This notice will be drafted as a proxy vote to allow those members who do not desire to, or can not attend the meeting to vote.

Section 2. Proposed amendments or changes shall be adopted when two-thirds of the voting members, both those at the meeting and those voting by proxy, approve the amendment, and shall become effective upon approval of the Commanding Officer, Marine Corps Air Station (MCAS), Cherry Point.

Section 3. Any amendments or changes to this Constitution shall be attached hereto.

SAMPLE BYLAWS

ARTICLE I - MEMBERSHIP CLASSIFICATION AND PRIVILEGES

Section 1. Membership shall be as stated in the Constitution, usually in these categories, i.e., General or Honorary, but members in all categories may be in an inactive or suspended status temporarily.

Section 2. \_\_\_\_\_ and \_\_\_\_\_ (as applicable) members shall be considered as those who have been favorably voted on by the membership of the Club. They shall be tendered all privileges and benefits within the power of the Club to bestow, except (note any exception/category).

Section 3. A member may be temporarily granted inactive status by the Board of Directors upon that member's written request giving an explanation satisfactory to the Board. All privileges accorded any other member of the Club shall be extended to a member in this status, except (state any exceptions), but including dues as stated in Article \_\_\_\_\_.

Section 4. Any member who is in arrears of any money due the Club is not considered to be in 'good standing' and is subject to suspension.

ARTICLE II - MEMBERSHIP APPLICATIONS, RESIGNATIONS AND EXPULSIONS

Section 1. Memberships are not transferable.

Section 2. Application for membership shall be addressed to the Secretary who shall, not later than the next regular meeting, bring them to the attention of the Board of Directors for action.

Section 3. Upon approval of the application by the Board of Directors, the Secretary shall put the name on the waiting list.

Section 4. A favorable majority vote of the voting membership present shall be required to admit an applicant to (specify particular or state 'all' categories of membership).

Section 5. Resignations shall be addressed to the Secretary who shall, not later than the next regular membership meeting, bring them to the attention of the Board of Directors for action.

Section 6. Upon approval of the Board, resignations shall become effective not less than \_\_\_\_\_ days from the date formal request is received by the Secretary. The Board may recommend immediate effectiveness, but in no event, before all money due the Club by the resigning member has been collected.

Section 7. For minor infraction of Club rules, a member may be placed in a suspended status by majority action of the Board, and is thereby temporarily denied all privileges of membership in the Club. However, dues, assessments and his/her responsibilities as a member of the Club shall continue. A period of suspension shall be limited to \_\_\_\_\_ days/months, at the end of which time the Board shall be required to take further action or the suspended status shall end automatically.

Section 8. For serious infractions of Club rules, the Board may temporarily suspend a member pending a vote for expulsion by a (2/3, 3/4, or simple/select one) majority vote of the voting membership in good standing.

**ARTICLE III - DUTIES OF OFFICERS AND MEMBERS**

Section 1. It shall be the duty of all officers to conduct the activities of the Club in an efficient and businesslike manner and to safeguard the interest of the Club at all times.

Section 2. The President shall preside at the meetings of the Club. He/she shall perform all other duties as properly pertaining to his office, to include the following: (List specific duties of the President in subparagraphs below).

Section 3. The Vice President shall act as President in the absence of that official. In the absence of both the President and Vice President at any regular meeting or special meeting, the chairperson shall be in the sequence in which the officers are named in the Constitution. Specific duties pertaining to the office of Vice President are: (List specific duties in subparagraphs below).

Section 4. The Secretary shall conduct all correspondence at the direction of the Club or its officers, take the minutes of the meetings, make an accurate record of the proceedings and perform all other duties that properly pertain to this office. (List other specific duties as subparagraphs of this section).

Section 5. The Treasurer shall keep an account of all moneys received by and disbursed on behalf of the Club in accordance with generally accepted business practices which shall include at a minimum, provisions for the following:

a. Cash receipts shall be deposited intact in the Club's bank account the first banking day after the day of receipt. A duplicate deposit slip, authenticated by the bank, shall be retained as evidence that the deposit was made.

b. Disbursements shall be made through the use of preprinted and pre-numbered checks, except when made from a petty cash fund if such fund has been authorized. All canceled checks shall be retained as evidence of payment. Checks that have been voided shall have the signature area cut off to preclude their unauthorized use and shall be retained as part of the Club's records. All checks or withdrawal slips must bear the signature of at least two members of the Board of Directors, one of whom shall be the Treasurer. The authority to withdraw funds from bank accounts shall be signed by the President and forwarded to the banking activity with a copy furnished to the Treasurer.

c. Bank statements shall be reconciled with the book balance each month. Such reconciliation's shall be accomplished in writing and shall be certified by the Treasurer and one other member of the Board.

d. All receipts and disbursements shall be supported by adequate receipts, bills, invoices, and other generally accepted accounting documents. Voucher files shall be maintained for all receipts and disbursements and cross-referenced to payments or deposits. Such vouchers shall contain a brief description of the income received or expense incurred and shall be signed by the Treasurer.

e. A petty cash fund may be established upon approval of the membership. Disbursements from this petty cash fund shall be limited to minor expenditures not to exceed \$\_\_\_\_\_, per single transaction. The approved amount of the petty cash fund may be changed only upon approval of the membership. This fund shall be replenished, by check, as of the last day of each accounting month, or more often if necessary, for all expenditures made during the month. Each expenditure from this fund shall be supported by a signed receipt setting forth the date, amount (in both numerals and words) and purpose of the expenditure.

f. Accounting records shall be maintained on a current basis and all records and related documents preserved in such a manner go as to be readily available for audits.

g. Audits shall be performed at least annually by a qualified and disinterested party who is not a member of the Club, as of the close of business on (see reporting chart). However, additional unscheduled audits may be performed during the course of the accounting year, such as the change of Treasurer. The cost of such audit shall be borne by the Club.

h. Financial statements shall be prepared annually for organizations with assets less than \$500 and quarterly when assets exceed \$500. Annual statements for organizations with an income greater than \$2500 will be prepared by a CPA. A copy of each quarterly/annual financial statement shall be submitted to the

CO, MCAS Cherry Point, via the DDir, M CCS. Financial statements will be available for periodic unannounced review by the M CCS Operations Inspector and will be prepared in the format at enclosure (10) of Air Station Order 5760.2B.

i. A Record of all property/equipment owned by the Club shall be maintained. This record shall describe the items of property/equipment, the date purchased and the original cost. A physical inventory shall be conducted of all Club property at least annually at of the close of the organization accounting year. This inventory shall be made a part of the official records of the Club. Inventory overages and/or shortages and the survey/disposition of property/equipment will have the written confirmation of the membership. Where a sizable quantity of property is owned, a property officer shall be appointed to sign for and be held responsible for the property.

j. When the Treasurer is relieved, he/she shall invoice to his/her successor all funds, property (if not signed for by a property officer), and accounts and records of the Club and his successor shall receipt for them. For this purpose, a combined invoice and receipt shall be prepared in quadruplicate with all copies being signed by both parties. Distribution of the signed copies shall be as follows:

- (1) Original - filed with original financial statement.
- (2) Copy - to President.
- (3) Copy - to newly assigned Treasurer.
- (4) Copy - to relieved Treasurer.

Section 6. Duties of any additional officers as set forth in the Constitution should be listed in this and subsequent sections.

Section 7. The duties of the Board of Directors shall be to act on all matters of policy; to determine initiation fees (if applicable) and monthly dues (unless voted on by the membership); to act in a judicial capacity on violations of Club rules; to protect the Club's interest and safeguard its welfare; and to submit its findings and recommendations to the meetings for approval.

Section 8. The duties of the members shall be to attend all meetings; to conduct themselves in a proper and fitting manner; to uphold the dignity of the Club; to be mindful of the Club's interest; and to observe all regulations governing the operation of the Club.

#### **ARTICLE IV - AMENDMENTS AND CHANGES**

Section 1. Amendments and changes to these bylaws can be effected only by a (2/3, 3/4, or simple/choose one) majority vote of the total

Enclosure (2)

voting membership of the Club in good standing and subsequent approval of the CO.

Section 2. Any proposed amendment or change shall be voted upon at the next regular meeting following that at which the proposal is made and in the event of favorable action, shall go into effect immediately upon approval by the Co unless otherwise specifically provided.

Section 3. Any amendment or change to these Bylaws shall be attached hereto.

**ARTICLE V - MISCELLANEOUS**

Section 1. Before being finally accepted to membership in this Club, each member shall read all rules and regulations of this Club and shall have agreed in writing to observe and abide by them.

ARTICLE -----  
(Such other articles considered necessary and proper for the effective functioning of the Club and are approved by the membership.)

**Reporting Periods for Private Organizations**

1. **Calendar Year (01 January through 31 December)**
  - a. Quarter 1 (01 Jan - 31 Mar) - Reports due 30 April
  - b. Quarter 2 (01 Apr - 30 Jun) - Reports due 30 July
  - c. Quarter 3 (01 Jul - 30 Sep) - Reports due 30 October
  - d. Quarter 4 (01 Oct - 31 Dec) - Reports due 30 January
  - e. Audit due on 28 February
  
2. **School Year (01 July through 30 June)**
  - a. Quarter 1 (01 Jul - 30 Sep) - Reports due 30 October
  - b. Quarter 2 (01 Oct - 31 Dec) - Reports due 30 January
  - c. Quarter 3 (01 Jan - 31 Mar) - Reports due 30 April
  - d. Quarter 4 (01 Apr - 30 Jun) - Reports due 30 July
  - e. Audit due on 31 August
  
3. **Fiscal Year (01 October through 30 September)**
  - a. Quarter 1 (01 Oct - 31 Dec) - Reports due 30 January
  - b. Quarter 2 (01 Jan - 31 Mar) - Reports due 30 April
  - c. Quarter 3 (01 Apr - 30 Jun) - Reports due 30 July
  - d. Quarter 4 (01 Jul - 30 Sep) - Reports due 30 October
  - e. Audit due on 30 November

WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of the privilege of allowing myself to participate in (Name of Organization) aboard Cherry Point, and further recognizing the voluntary nature of my participation, I, the undersigned person, intending to be legally bound, hereby promise to waive for myself, my guardians, heirs, executors, administrators, legal representatives and any other persons on my behalf, any rights and claims for damages, demands, and other actions whatsoever, including those attributable to simple negligence, which I may have against any of the following persons or entities: the United States of America; the Department of Defense; the Department of the Navy; the United States Marine Corps; Marine Corps Air Station, Cherry Point, North Carolina; any and all individuals assigned to or employed by the United States, the Department of Defense, including but not limited to the Secretary of Defense; the Secretary of the Navy; the Commandant of the Marine Corps; the Commander, U.S. Marine Forces, Atlantic; the Commander, Marine Corps Installations East; and the Commanding Officer, Marine Corps Air Station, Cherry Point; in both their official and personal capacities, and entities' representatives, successors and assigns; which said injuries arise out of my participation in such activities.

I EXPRESSLY, KNOWINGLY AND VOLUNTARILY ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITIES FOR MYSELF, and agree to hold the United States and the aforementioned parties harmless for any resulting injury. I understand that this assumption of risk agreement shall remain in effect until notice of cancellation is received by the Commanding Officer, Marine Corps Air Station, Cherry Point, North Carolina. I understand that, should I decline to execute this agreement, I will not be permitted to participate in these activities.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Participant)

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

\_\_\_\_\_  
(Printed Name of Participant)

MEMORANDUM OF AGREEMENT  
(INSURANCE REQUIRED)  
BETWEEN  
MARINE CORPS AIR STATION,  
CHERRY POINT, NORTH CAROLINA  
AND  
(NAME OF ORGANIZATION)

1. Purpose. The purpose of this Memorandum of Agreement is to formalize the terms and conditions under which (Name of Organization) will be authorized to operate as a private organization aboard Marine Corps Air Station, Cherry Point. For the purpose of this agreement, Marine Corps Air Station, Cherry Point will hereinafter be referred to as MCAS and (Name of Organization) will hereinafter be referred to as (Name of Organization). Unless otherwise specified, the MCAS representative for this agreement is Commanding Officer(CO), Marine Corps Air Station (MCAS), Cherry Point. Correspondence should be routed to the CO MCAS via the Deputy Director (DDir) Marine Corps Community Services (MCCS).

2. Terms And Agreements Of Agreement:

a. MCAS Hereby Agrees: Upon request, within capabilities, to provide (Name of Organization) the use of clubs, meetings rooms, or other accommodations as appropriate.

b. (Name of Organization) Hereby Agrees:

(1) That in the event of mobilization, or other emergencies, MCAS retains the right to terminate this agreement without advance notice to (Name of Organization).

(2) That MCAS Cherry Point retains the right to bar persons who violate Federal Regulations pertaining to security, fire, health and safety, solicitation of funds or commerce, and conduct.

(3) To comply with all Federal Regulations pertaining to private organizations on Department of Defense installations to include those pertaining to security, fire, health and safety, solicitation of funds or commerce, and conduct while aboard MCAS Cherry Point.

(4) To reimburse MCAS Cherry Point for damages to Government property caused by members of (Name of Organization). (Name of Organization) further agrees that MCAS Cherry Point will not be responsible for damage to (Name of Organization) property caused by the same.

(5) To provide third-party personal injury liability insurance and name the CO, MCAS Cherry Point and MCCS as an additional insured party under any such insurance policy. The aforesaid policy is to protect the United States against liability arising out of or incident to (Name of Organization) activities or its use of facilities or equipment incident thereto.

(6) That all insurance required by this agreement shall be in such form, for such amounts, and for such periods of time as MCAS may require. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be submitted to, and approved by, the MCAS Cherry Point representative prior to use of Installation premises, facilities, and equipment. (Name of Organization) further agrees to provide written notice 30 days prior to the termination of existing insurance policies.

(7) To not engage in activities that compete with those of any NAFI aboard MCAS Cherry Point.

(8) To submit amendments to the (Name of Organization) constitution, by-laws or articles of agreement to the MCAS Cherry Point representative for review prior to enactment of any changes.

(9) To limit membership to not more than one-third civilian personnel of the total membership strength.

(10) To request the use of clubs, meeting rooms or other accommodations from the MCAS Cherry Point representative at least 30 days in advance.

(11) To include an acknowledgement in (Name of Organization) constitution, by-laws, or articles of agreement that personal and/or organizational financial responsibility for debts and liabilities of (Name of Organization) is possible and these debts and liabilities will be governed by North Carolina State Law.

Enclosure (5)

(12) That mere membership in (Name of Organization) does not confer the privilege of using MCAS Cherry Point facilities. Only (Name of Organization) members authorized to do so in their own right can utilize such facilities.

3. Modifications. Either party to this agreement may initiate agreement reviews and/or modifications whenever conditions warrant. Any changes, modifications, or amendments to this agreement shall be in writing and subject to the approval of both parties.

4. Effective Date. This Memorandum of Agreement will become effective upon its execution and shall remain in force through (Date) or until the organization is discontinued either upon the initiative of the membership or a decision by the CO, MCAS Cherry Point.

5. Violations. Violation of any of the terms of this Memorandum Of Agreement gives the CO, MCAS Cherry Point the authority to cancel this agreement without advance notice to (Name of Organization).

-----  
NAME  
(Name of Organization)  
(Address)  
(City, State, Zip)

-----  
P. J. ZIMMERMAN  
Commanding Officer  
Marine Corps Air Station  
Cherry Point, NC 28533

MEMORANDUM OF AGREEMENT  
(INSURANCE NOT REQUIRED)  
BETWEEN  
MARINE CORPS AIR STATION,  
CHERRY POINT, NORTH CAROLINA  
AND  
(NAME OF ORGANIZATION)

1. Purpose. The purpose of this Memorandum of Agreement is to formalize the terms and conditions under which (Name of Organization) will be authorized to operate as a private organization aboard Marine Corps Air Station, Cherry Point. For the purpose of this agreement, Marine Corps Air Station, Cherry Point will hereinafter be referred to as MCAS and (Name of Organization) will hereinafter be referred to as (Name of Organization). Unless otherwise specified, the MCAS representative for this agreement is the Commanding Officer, Marine Corps Air Station, Cherry Point (CO MCAS).

2. Terms and Agreements of Agreement:

a. MCAS Cherry Point Hereby Agrees:

(1) Upon request and within capabilities to provide (Name of Organization) the use of clubs, meetings rooms, or other accommodations as appropriate.

b. (Name of Organization) Hereby Agrees:

(1) That in the event of mobilization, or other emergencies, MCAS Cherry Point retains the right to terminate this agreement without advance notice to (Name of Organization).

(2) That MCAS Cherry Point retains the right to bar persons who violate Federal regulations pertaining to security, fire, safety, and health, solicitation of funds or commerce, and conduct.

(3) To comply with all Federal Regulations pertaining to private organizations on Department of Defense installations to include those pertaining to security, fire, safety, health, solicitation of funds or commerce, and conduct while aboard MCAS.

Enclosure (5)

30 Dec 11

(4) To reimburse MCAS for damages to government property caused by members of (Name of Organization). (Name of Organization) further agrees that MCAS will not be responsible for damage to (Name of Organization) property caused by the same.

(5) To ensure that all members sign the Waiver of Liability and Assumption of Risk Agreement prior to participating in any activities aboard MCAS. All waivers must be submitted to the CO MCAS via the Deputy Director (DDir), Marine Corps Community Services (MCCS), prior to use of MCAS premises, facilities, and equipment.

(6) To not engage in activities that compete with those of any nonappropriated fund instrumentality aboard MCAS.

(7) To submit amendments to (Name of Organization) constitution, by-laws, or articles of agreement to the CO MCAS via the DDir, MCCS, for review prior to enactment of any changes.

(8) To limit membership to not more than one-third civilian personnel of the total membership strength.

(9) To request the use of clubs, meeting rooms, or other accommodations at least 30 days in advance.

(10) To include an acknowledgement in (Name of Organization) constitution, by-laws, or articles of agreement that personal and/or organizational financial responsibility for debts and liabilities of (Name of Organization) is possible and these debts and liabilities will be governed by North Carolina State Law.

(11) That mere membership in (Name of Organization) does not confer the privilege of using MCAS Cherry Point facilities. Only (Name of Organization) members authorized to do so in their own right can utilize such facilities.

3. Modifications. Either party to this agreement may initiate agreement review and/or modifications whenever conditions warrant. Any changes, modifications, or amendments to this agreement shall be in writing and subject to the approval of both parties.

Enclosure (5)

4. Effective Date. This Memorandum of Agreement will become effective upon its execution and shall remain in force through (Date) or until the organization is discontinued either upon the initiative of the membership or a decision by the Commanding Officer, Marine Corps Air Station, Cherry Point.

5. Violations. Violation of any of the terms of this Memorandum of Agreement gives the CO, MCAS Cherry Point, the authority to cancel this agreement without advance notice to (Name of Organization).

---

NAME  
(Name of Organization)  
(Address)  
(City, State, Zip)

---

P. J. ZIMMERMAN  
Commanding Officer  
Marine Corps Air Station  
Cherry Point, NC 28533



Review Checklist for Private Organizations

Standards:

**1. Constitution:**

a. Documents meet the requirements of ASO 5760.2B and are available to members.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

b. Membership provisions and purposes , upon which the organization was authorized, continue to apply.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

c. Documentation indicates members understand their personal liability if the organization's assets are insufficient to discharge all liabilities.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

d. Unauthorized names, abbreviations, seals, logos or insignias are not used.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

e. Changes to Constitution and/or By-Laws were approved by the Commanding Officer before prior to being placed into effect.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

**2. Membership:**

a. Updated listing of Officers has been submitted and is on file.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

b. There is not more than one-third civilian personnel of total membership.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

c. Anti-discrimination policy/procedures are in effect.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

**3. Insurance/Waiver of Liability**

a. Insurance policy if required, is current and in the amount required.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

b. A Waiver of Liability/Assumption of Risk Agreement is signed and on file for all members, if insurance is not required.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_

**4. Financial:**

a. Organization is primarily self sustaining through dues, contributions, revenue charges, fees of special assessments of members.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_

b. Income did not accrue to individuals except for wages, or salaries.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_

c. NAF monies were not accepted in the form of contributions, repairs, dividends or other donations.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_

d. Accurate financial records are submitted quarterly to include most recent audit. Financial records will be maintained at all times and available for review.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_

e. Organization complies with all Local/State/Federal tax codes.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_

f. Organization complies with all fundraising regulations.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_

**5. Fire/Safety/Environmental:**

a. Copies of inspection reports are on file and all discrepancies corrected.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_

b. All organization events/ activities/meetings comply with fire/safety/environmental regulations.

Yes \_\_\_ No \_\_\_ Comments: \_\_\_\_\_

ASO 5760.2B  
30 Dec 11

Date

From: President, (Name of Private Organization)  
To: Commanding Officer, Marine Corps Air Station, Cherry Point  
Via: (1) Deputy Director, Marine Corps Community Services  
(2) Operations Inspector, Marine Corps Community Services

Subj: REQUEST FOR AUTHORITY TO CONTINUE TO OPERATE

Encl: (1) Organization Constitution (if amended)  
(2) Organization By-Laws (if amended)

1. The (Name of Private Organization) requests permission to continue operation aboard MCAS, Cherry Point as an approved Private Organization. Elections for the new board will take place on (date). A complete turnover will be accomplished with the newly elected board members by (date) and they will fully assume their positions on (date\*). An orientation with the Marine Corps Community Services (MCCS) Operations Inspector will be scheduled within 30 days of (date\*).

2. There are no changes to the organization constitution and by-laws.

*(Or if applicable)*

Changes have been made to the organization's constitution and by-laws, and amended copies of these documents are provided as enclosures (1) and (2), and are submitted office for retention.

*(List any changes)*

3. Please contact (name of President), at (provide phone number), or the (name of Vice President), at (provide phone number), regarding any matter pertaining to the (name of organization).

(President Signature)  
TYPED NAME OF PRESIDENT

Enclosure (8)

Date

Statement of Income and Expenses

Name of Organization

For Period of \_\_\_\_\_ to \_\_\_\_\_

Income during Audit Period:	\$0,000.00	
Dues		\$0,000.00
Member T-Shirt Sales		\$0,000.00
1 <sup>st</sup> Quarter Bake Sale		\$0,000.00
2 <sup>nd</sup> Quarter Golf Tournament		\$0,000.00
2 <sup>nd</sup> Quarter Bake Sale		\$0,000.00
3 <sup>rd</sup> Quarter Car Wash		\$0,000.00
4 <sup>th</sup> Quarter Gift Wrap		\$0,000.00
 Expenses during Audit Period		
Scholarships		\$0,000.00
T-shirts		\$0,000.00
Refreshments for Meetings		\$0,000.00
Holiday Party		\$0,000.00
Supplies		\$0,000.00
Insurance		\$0,000.00
Audit		\$0,000.00
 Increases: (Cash receipts during period)		\$0,000.00
Decreases: (Cash Disbursements during period)		\$0,000.00
 Increase/Decrease to Net Worth during audit period		\$0,000.00

ASO 5760.2B  
30 Dec 11

Date

From: Auditor  
To: Commanding Officer, Marine Corps Air Station, Cherry Point  
Via: Deputy Director, Marine Corps Community Services

Subj: AUDIT OF (NAME OF PO)

Ref: (a) ASO 5760.2B

Encl: (1) Balance Sheet dated \_\_\_\_\_  
(2) Annual Statement of Income and Expenses for the period of \_\_\_\_\_ to \_\_\_\_\_.

1. An audit of the accounts and records of the subject fund for the period \_\_\_\_\_ to \_\_\_\_\_ both dates inclusive, has been conducted.

2. This audit was conducted in compliance with the reference and generally accepted auditing procedures.

3. The cash account was found to be as follows:

Cash balance at (last day of previous period)	\$ _____
Cash receipts period audited	\$ _____
Total cash to be accounted for	\$ _____
Less cash disbursements period audited	\$ _____
Cash balance at (last day of current period)	\$ _____
Cash on hand (counted)	\$ _____

Cash in bank:

Checking Account (reconciled)	\$ _____
Savings Account (confirmed)	\$ _____
Cash balance confirmed	\$ _____

The cash on hand was counted.

Cash in the checking account was reconciled to a statement of the (name of bank).

Enclosure (10)

The savings account was found to be in agreement with the statement of (name of bank).

4. The treasurer(s) or custodian(s) of the subject fund for the period audited was/were (Treasurer/Custodian name(s)).

5. The financial statement, enclosure \_, was found to be in agreement with the records of the subject fund and is submitted recommending approval.

6. (This paragraph is reserved for any remarks concerning the condition of the fund, differences in property inventories, and recommendations, if desired).

7. The accounts and records were found to be maintained in a satisfactory (unsatisfactory) manner. All existing regulations have been complied with throughout the period audited (except as noted elsewhere in this report).

-----  
SIGNATURE OF SENIOR MEMBER OR AUDITOR

-----  
(Typed or Printed Name)

Copy to:  
Treasurer/Custodian

30 Dec 11

Non-Federal Entities Having Statutory Authorization for Particular Support

Non-Federal Entity	Authority
Certain Banks and Credit Unions	Chapter 1770 of 12 U.S.C., United States Code (U.S.C.)
United Service Organization	Section 220101 of 12, U.S.C. Memorandum of Understanding (MOU)
Labor Organizations	Title 5, U.S.C., Chapter 71 DoD 1400.25-M, subchapter 711
Combined Federal Campaign	Executive Order 12353 Title 5, CFT Part 950 DoD Instruction 5035.1 DoD Instruction 5035.5
American Registry of Pathology	Section 177 of 10 U.S.C.
Henry M. Jackson Foundation for the Advancement of Military Medicine	Section 178 of 10 U.S.C.
American National Red Cross	Section 2552 of 10 U.S.C. Section 2602 of 10 U.S.C. Memorandum, for Secretary of the Army (MOU)
Boy Scouts Jamborees	Section 2554 of Title 10 U.S.C.
Girl Scouts International Events (Transportation)	Section 2555 of Title 10 U.S.C.
Shelter for Homeless	Section 2556 of Title 10 U.S.C.
National Military Associations; Assistance at National Conventions	Section 2558 of Title 10 U.S.C. DoD Directive 5410.18 DoD Instruction 5410.19
National Veterans' Organization (Beds and Barracks)	Section 2551 of 10 U.S.C.
United Seamen's Service Organization	Section 2604 of 10 U.S.C.
Scouting: Cooperation and Assistance In Foreign Areas	Section 2606 of 10 U.S.C. Reference (g)
Civil Air Patrol	Section 9441 of 10 U.S.C. Section 9442 of 10 U.S.C. Section 40301 of 36 U.S.C.
Assistance for Certain Youth and Charitable Organizations	Section 508 of 32 U.S.C.
Presidential Inaugural Ceremonies	Section 2553 of 10 U.S.C.
Specified Sporting Events (Olympics)	Section 2564 of 10 U.S.C. DoDD 2000.15
Fire Protection Agreements	Section 1856 of 42 U.S.C. et seq.
Armed Services Young Men's Christian Association	Section 2012 of 10 U.S.C. Section 2648 of 10 U.S.C.
Support for Youth Organizations	Section 1058 of Public Law 109-163 (Note to Section 310) Section 8126 of Public Law 109-148 (Note to Section 101)