



UNITED STATES MARINE CORPS
MARINE CORPS BASE
QUANTICO, VIRGINIA 22134-5001

IN REPLY REFER TO:
MCBO 7010.1B
B 09

MARINE CORPS BASE ORDER 7010.1B

From: Commander

To: Distribution List

Subj: PRIVATE ORGANIZATIONS ON MARINE CORPS BASE, QUANTICO

Ref: (a) DoDI 1000.15, Private Organizations on DoD Installations
(b) DoDD 1000.26E, Support of NFE Authorized to Operate on DoD Installations
(c) DoD 5500.7-R, Joint Ethics Regulations
(d) MCBO 5760.1 W/CH 1-2, Solicitation and Conduct of Personal Commercial Affairs
(e) SECNAVINST 11011.47A, Acquisition, Management, and Disposal of Real Property and Real Property Interests by the Department of the Navy
(f) NAVFAC P-73, Real Estate Procedure Manual
(g) MCO 5760.4C, Procedures and Support for Non-Federal Entities Authorized to Operate on Marine Corps Installations and Informal Funds

Encl: (1) Authorized Private Organizations
(2) Request for Private Organization to Operate on MCBQ
(3) Request to Use Facilities for Event
(4) Sample Memorandum of Agreement
(5) Sample Recertification Letter
(6) Sample Waiver of Liability and Assumption of Risk Agreements
(7) Decision-Making Process Flowchart
(8) Sample Constitution or Bylaws
(9) Minimum Audit Procedures Required of Audit Boards for Private Organizations
(10) Sample Report of Audit Format
(11) Evaluation Requirements for Private Organizations
(12) Sample Financial Report Format
(13) Sample Income Statement Format
(14) Private Organization Checklist

1. Purpose. To publish policy, guidance, and instructions for private organizations to conduct activities and establish operations aboard Marine Corps Base, Quantico (MCBQ), Virginia.

2. Cancellation. MCBO 7010.1A.

3. Information

a. Reference (a) sets forth requirements and parameters for authorization of and support to private organizations operating on military installations. References (b) and (c) authorize limited logistical support of Non-Federal Entities (NFE), of which private organizations are a subset. Reference (d) governs the solicitation and operations of commercial enterprises by private organizations aboard MCBQ. Reference (e) is a restatement of the Department of the Navy (DON) policy for the acquisition, management, and disposal by the DON of real property and real property interests, and to assign responsibility and delegate authority to carry out such policy. Reference (f) provides procedural guidance and requirements for accomplishing various real estate actions. Reference (g) describes procedures and support for non-federal entities to operate on Marine Corps installations. Enclosures (1)-(14) are provided for the use of private organizations. This Order does not apply to MCBQ Non-Appropriated Fund Instrumentalities (NAFI), billeting funds, or chaplains' religious offering funds.

b. In recognition of the benefits to military service members and their families, the Commander, MCBQ has authorized the private organizations listed in enclosure (1) to operate aboard the installation subject to the requirements of this Order. Enclosure (1) will be updated annually.

c. Enclosure (7) provides a flowchart outlining the MCBQ decision-making process for requests from private organizations seeking permission to establish operations and/or conduct activities on the installation. Only the Commander, MCBQ is authorized to approve such requests.

4. Definitions

a. Non-Appropriated Fund Instrumentality (NAFI). A NAFI is an instrumentality of the Federal Government authorized by competent authority and is derived from a source other than a Congressional appropriation.

b. Private Organization. A private organization is a self-sustaining, non-Federal entity, incorporated or not, and constituted or established and operated on a Department of Defense (DoD) installation with the written consent of the installation or higher authority, composed of individuals acting

exclusively outside the scope of any official capacity, as officers, employees, or agents of the Federal Government.

c. Guest. For purposes of this Order, a guest is an individual (not an organization) who is a relative, friend, or acquaintance of a member of a private organization authorized to conduct activities on MCBQ, invited to observe or participate in those activities on a one-time or infrequent basis. Guests must remain with the qualified member throughout their visit to MCBQ.

d. Constitution or Bylaws. In general, the constitution or bylaws of an organization is the document that contains a private organization's own basic rules relating principally to itself as an organization. All of the private organization's rules shall be combined into a single instrument, usually called the "bylaws," or the "constitution."

e. Lease. The term "lease" means an agreement or contract by which the Federal Government grants to a private organization the exclusive right to possess, use, and enjoy Navy/U.S. Marine Corps Class I (land) or Class II (buildings) Real Property for a specified period of time in exchange for consideration.

f. License. The term "license" means a personal privilege granted by the Federal Government to a private organization to conduct some particular act or series of acts on Navy/U.S. Marine Corps Class I (land) or Class II (buildings) Real Property without possessing any estate or interest therein. A license is non-exclusive, revocable at the will of the licensor (Federal Government), and cannot grant any contractual rights to the licensee (private organization).

5. General Policy. When specifically authorized in writing by the Commander, MCBQ, private organizations may offer programs or services that supplement either appropriated or non-appropriated fund activities aboard the installation, subject to the following requirements:

a. Private organizations that seek to conduct events on MCBQ must submit a request to the Commander MCBQ (refer to enclosure (2)). A formal written agreement, is required for all private organization events or activities on MCBQ, even those that involve one-time or occasional use of government facilities. A license or lease may also be required depending on the nature of the private organization's use of government property.

b. Private organizations are not NAFIs, nor is there an official relationship between their activities and those of DoD personnel who are members and/or participants. Reference (c) governs DoD employee personal and professional participation in private organizations.

c. Private organizations are only authorized to use MCBQ facilities, services, and equipment for activities when such use is consistent with the military mission, and otherwise conforms with applicable laws, regulations, and command procedures. Any use of Government facilities, services, and equipment must be reflected in a formal written agreement between the private organization and MCBQ.

d. References (a), (c), (f) and (g) specify and limit the logistical support that can be provided to private organizations. Authorized support is to be outlined in a formal written agreement between the private organization and MCBQ.

e. A private organization is not a Federal entity and is therefore not entitled to sovereign immunity and privileges accorded to the Federal Government and NAFIs. In order to avoid conflicts of interest and unauthorized expenditures of appropriated and non-appropriated funds:

(1) There shall be no financial assistance given to a private organization in the form of contributions, repairs, services, dividends, or other donations of money or other assets.

(2) NAIFI funds or assets shall not be directly or indirectly transferred to private organizations.

f. Private organizations shall not engage in activities that compete with any appropriated or non-appropriated fund activities (e.g., Marine Corps Community Services programs) aboard MCBQ.

g. Reference (d) prohibits private organizations from soliciting and operating commercial enterprises on U.S. Government property. Private organizations may not accept commercial sponsorship or allow commercial enterprises to operate or conduct events or activities in any facilities provided to them or endorse products or businesses on the private organization's website.

h. Private organizations shall secure insurance, as deemed adequate by the Commander, MCBQ and/or the Naval Facilities

Engineering Command (NAVFAC), 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 private organization, one or more of the organization's members acting in its behalf, or the operation of any equipment, apparatus, or device under the control and responsibility of the organization. The review of insurance policies is limited to determining whether the interests of the U.S. Government are adequately protected. If the Commander, MCBQ and/or NAVFAC determines that the interests of the U.S. Government can be adequately protected without the private organization obtaining insurance, the Commander, MCBQ, may grant a waiver to private organizations relieving them of this requirement.

i. Private organizations must acknowledge that the Commander, MCBQ may temporarily suspend and/or permanently revoke permission to operate or conduct activities/events on the installation at any time.

6. Private Organization Activities on MCBQ. Private organizations authorized to sponsor or conduct activities/events or otherwise operate aboard MCBQ are subject to the following conditions and requirements:

a. Activities conducted by the private organization and the behavior of its members, guests, and other participants shall not prejudice or bring discredit to the U.S. Marine Corps or other U.S. Government agencies.

b. To prevent the appearance that it is an instrumentality of the U.S. Government, the private organization shall not use any of the following in its title or letterhead to identify any of its programs, locations, or activities: name, abbreviation, seal, logo, insignia, or the like used by any DoD component. Private organizations must prominently display the following disclaimer on all print and electronic media mentioning the entity's name confirming that the entity is not a part of the Department of Defense: "THIS IS A NON-FEDERAL ENTITY. IT IS NOT A PART OF THE DEPARTMENT OF DEFENSE OR ANY OF ITS COMPONENTS AND IT HAS NO GOVERNMENTAL STATUS." This disclaimer must also be provided in appropriate oral communications and public announcements when the name of the entity is used.

c. A memorandum of agreement (MOA) or a memorandum of understanding (MOU) is required for all private organization events or activities on MCBQ, even those that involve one-time or occasional use of Government facilities and logistical support provided; enclosure (4) is an example of such an

agreement. A license or lease may also be required depending on the nature of the private organization's use of Government property. This MOA or MOU must be approved by the Commander, MCBQ. Thus, depending on the nature of the private organization's intended operations and type of activities and/or event(s) to be conducted on MCBQ, one of the following types of legal arrangements will be used:

- (1) An MOA or MOU;
- (2) An MOA or MOU and a lease; or
- (3) An MOA or MOU and a license.

d. In accordance with reference (e), private organizations are required to reimburse MCBQ for services and logistical support provided, including utilities, when they use Government facilities, property or labor unless the Commander, MCBQ determines the cost for such services to be nominal, or there exists a separate directive or instruction that authorizes non-reimbursable support (e.g., credit union operations).

e. Private organizations shall comply with applicable fire and safety regulations, environmental laws, local, state, federal tax codes, and any other applicable statutes and regulations.

f. Private organizations shall ensure that participation in activities/events they sponsor or conduct aboard MCBQ is limited to only those participants (members, guests, and other attendees) the Commander, MCBQ individually or collectively has authorized. The private organization is responsible for supervision of participants in activities/events it sponsors or conducts aboard MCBQ. Any event outside of normally scheduled meetings must have an approval request submitted no later than 60 days in advance.

7. Sustained Private Organization Presence on MCBQ. Private organizations desiring to establish or continue sustained operations or sponsor/conduct recurring activities/events on MCBQ are subject to the following conditions and requirements:

a. Purpose. Private organizations establishing operations on MCBQ must have as their primary objective the support of military service members and their families.

b. Constitution or Bylaws. Private organizations requesting to establish operations on MCBQ must formally create

and present to the Commander, MCBQ, via the Director, Business Performance Office (BPO), a written constitution or by-laws, signed by a duly appointed officer of the organization, that describes its objectives. A sample is provided as enclosure (8). This documentation must:

(1) Establish the nature, function, and objectives of the organization, to include a description of membership eligibility.

(2) Detail management/board responsibilities, to include the accountability for assets, satisfaction of liabilities, disposition of any residual assets on dissolution, and other matters that show responsible financial management.

(3) Acknowledge that personal, financial responsibility for debts and liabilities of the organization is possible and is the responsibility of the membership.

(4) Provide copies of the private organization's proof of incorporation under the laws of the Commonwealth of Virginia, or other state.

(5) Establish procedures for periodic audits by officials of the organization, association, or club under the laws of the Commonwealth of Virginia or other state.

(6) Establish procedures for the election and relief of officers.

(7) Establish frequency of regular meetings.

(8) Establish procedures to amend the constitution or by-laws.

(9) Establish procedures for dissolution of the organization, to include a method for reaching a decision to dissolve.

(10) Reflect the policies and requirements outlined in this Order.

(11) Provide the private organization's website address, if applicable.

c. Membership

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

(2) Private organizations establishing operations on MCBQ shall limit non-DoD-related civilian membership to not more than one-third of the total membership strength so as to maintain the private organization as an entity that is operated for the primary benefit of military service members and their families. To be eligible for membership within a private organization, the person seeking membership must reside within a 60 mile radius of MCBQ.

(3) Priority membership within a private organization operating aboard MCBQ shall be as follows:

(a) Active duty military personnel and family members who reside aboard MCBQ.

(b) Active duty military personnel and family members who are stationed aboard MCBQ, but reside off the installation.

(c) Retired military personnel and family members.

(d) Other DoD civilians and family members.

(e) All others (non-DoD-related civilians).

d. Financial Requirements

(1) Private organizations authorized to operate on MCBQ must comply with all applicable state and Federal tax laws and file all appropriate tax returns and financial reports.

(2) Private organizations must be self-sustaining, primarily through dues, contributions, service charges, fees, or special assessments of members. References (a) and (c) govern fundraising and membership drives.

(3) Income derived from the activities of a private organization shall not accrue to individual members except through wages and salaries as employees of the private organization or as award recognition for service rendered to the private organization or military community.

(4) Private organizations shall not engage in resale activities, or activities that are in direct competition with MCCS operations except through:

(a) Approved thrift shop sales of used clothing and used merchandise.

(b) Approved museum shop sales of items related to museum activities.

(c) Occasional sales for fundraising purposes, such as dances, carnivals, etc., may be approved by Commander, MCBQ on a case by case basis. These events shall be limited to authorized patrons of these activities, and funds raised must be for the benefit of the private organization and its members or for approved scholarship purposes. A written request to conduct fundraising activities must be submitted to the Commander, MCBQ, via the Director, BPO, not less than 60 days prior to the fundraising event.

(5) The Commander, MCBQ may consider granting an exception to the stipulations contained in Paragraph 7.d.(4) above if:

(a) A NAFI, such as the military exchange, cannot provide the product; or The merchandise is to be sold only to members of the private organization and is directly related to the purpose and function of the private organization.

(6) Private organizations may only establish informal funds (e.g., coffee funds, flower funds, etc.) upon approval of the Commander, MCBQ. In no case are informal funds to be used for the resale of food, merchandise, or services, in competition with Marine Corps Community Services (MCCS) activities. The following guidelines also apply:

(a) Contributions to the informal fund must be voluntary and normally limited to members of the private organization only.

(b) Revenue raised shall be limited to amounts required to support the purpose of the fund.

(c) Accumulation of funds in excess of \$350 is prohibited.

(7) Private organizations authorized to operate on MCBQ

must maintain financial accounts and records, a bookkeeping system, or both, in accordance with generally accepted accounting principles and business practices. Private organizations must retain all financial records for at least four years.

(8) The president or executive board of each private organization authorized to establish operations on MCBQ must appoint, or the membership elect, an audit board to be responsible for conducting a minimum annual audit within 60 days of the private organization's annual meeting in accordance with the procedures outlined in enclosure (9) and the format provided in enclosure (10). The professional services of a public or certified accountant are required if so stated in the private organization's constitution or by-laws.

(9) The Marine Corps Non-Appropriated Fund Audit Service (MCNAFAS) is not responsible for auditing private organizations.

e. Use of MCBQ Facilities

(1) Private organizations that plan to allow non-members to observe/participate in their activities as bona fide guests must establish a guest policy. The guest policy shall be written and is subject to approval of the Commander, MCBQ and shall require that:

(a) The number of guests allowed per member, per day is limited to three persons or fewer;

(b) Guests and their activities/behavior are the responsibility of the private organization and the sponsoring member;

(c) Guests must be accompanied by a member of the private organization at all times;

(d) Guests must register with the private organization, provide appropriate identification, and sign a Waiver of Liability prior to engaging in any activity with the organization;

(e) Guests must comply with all terms and conditions of this Order and any other DoD, USMC, or MCBQ directives or regulations applicable to visitors on the installation.

(f) Guests are not to engage in any commercial

activity or solicitation while on MCBQ.

(2) Mere membership in a private organization does not confer the privilege of using all MCBQ facilities. Members may only utilize those MCBQ facilities specified in the private organization's MOU or MOA and, when applicable, the organization's lease and license. A separate agreement is required for use of any other MCBQ facilities or property.

(3) Private organizations shall not enter into any type of fee agreement or other arrangement that allows non-members or other organizations to use MCBQ facilities, including ranges, nor can a private organization schedule MCBQ facilities, including ranges, on behalf of these organizations or individuals. Violation of this provision will result in revocation or termination of the private organization's MOA or MOU and, if applicable, lease/license.

f. Real Estate Agreements. If a private organization requires use of Department of Navy controlled real property for other than occasional use or a one-time event, the private organization is required to enter into a real estate agreement with the U.S. Government, generally in the form of a lease or license in accordance with references (e), (f), and (g).

(1) A U.S. Government license is the appropriate agreement to grant a private organization the privilege to use Class I (real estate) or Class II (buildings) real property on MCBQ on a non-exclusive, revocable at will basis.

(2) A U.S. Government lease is the appropriate agreement when the Government conveys exclusive rights to the private organization to use Class I or Class II property at MCBQ for a specified period of time.

(3) The Commander, MCBQ may, under limited circumstances, issue a one-year or less, no-cost license for use of Government space or facilities, in accordance with references (e), (f), and (g).

(4) The NAVFAC will issue leases and licenses for periods beyond one year in accordance with applicable regulations. Private organizations are to be charged fair market value for the property being used and are required to pay any administrative costs associated with obtaining their lease or license unless these costs are waived by the Government.

(5) Private organizations authorized to operate under a

license or lease agreement issued through NAVFAC shall comply with all terms and conditions of the Agreement. In such cases where there is both a license or lease and an MOA or MOU, the license or lease shall be the governing document and the MOA or MOU shall be subordinate.

g. Requests to Establish Sustained Presence on MCBQ. To seek approval to establish sustained operations or sponsor/conduct recurring activities/events on MCBQ, a private organization must:

(1) Submit a letter to the Commander, MCBQ (Attn: Code B 09), requesting permission to establish operations on MCBQ (refer to enclosure (2)). Include a signed copy of the organization's constitution or by-laws.

(2) Private organizations shall specify to what extent U.S. Government space or facilities are required for the activities or operations of the organization.

(3) Submit a copy of an appropriate insurance policy, when required, with the basic request letter.

h. Private Organization Operations. Once approved to establish or continue sustained operations or sponsor/conduct recurring activities/events on MCBQ, a private organization must:

(1) Within 30 days after initial or annual meeting to elect officers, submit the following information to the Commander, MCBQ (Attn Code B 09):

(a) Membership roster stating the number of military personnel, including active duty, reserve, retired personnel, and dependents of the foregoing; DoD civilians; non-DoD-related civilians (including the percentage of such members compared to other members. Note: retired DoD civilians are counted as non-DoD civilians).

(b) Any proposed affiliation with state or national organizations.

(c) The names, addresses, and work and home telephone numbers of all members, including incumbent officers. Any changes must be submitted within 30 days to BPO.

(d) The name of the individual who is designated by the members as the sponsor who will be responsible to the

Commander, MCBQ for monitoring the activities of the organization and ensuring compliance with all regulations.

(e) Designation of the officer, by title, who is accountable for the financial and/or property assets.

(f) Certification that each member of the private organization has signed a Waiver of Liability and Assumption of Risk Agreement (enclosure (5)), and a statement of the private organization's commitment to ensure that each authorized guest will be required to sign these documents as well.

(2) On a continuing basis:

(a) Submit changes to any constitution or by-laws, to the Commander, MCBQ (Attn: Code B-09), for review and approval prior to being implemented.

(b) Submit copies of updated insurance policies to the Commander, MCBQ (Attn: Code B 09), when changes are required, and provide 60 days written notice prior to the termination of an existing policy.

(c) Submit minutes of meetings held by the officers of the private organization, a summary of activities/events conducted, and income statements (refer to enclosure (13)) to the Commander, MCBQ (Attn: Code B 09). Submit year-end financial statements, utilizing enclosures (12) and (13) within 30 days after the organization's annual meeting.

(d) Maintain records documenting compliance with enclosures (11) and (14) to be used in reviews conducted at Command direction.

(e) Submit a letter to the Commander, MCBQ (Attn: Code B 09), requesting permission to use MCBQ facilities, services, equipment, etc. at least 60 days in advance of the specific proposed event.

(f) Submit a letter requesting approval of all fundraising events to Commander, MCBQ, (Attn: Code B 09), at least 60 days in advance.

(g) Provide an updated list of organization officers with addresses and daytime phone numbers within 30 days of change to the Commander, MCBQ (Attn: Code B 09).

(h) Notify the Commander, MCBQ (Attn: Code B 09) of any change of responsible officer and coordinate required inventory of all government property within 30 days of the change.

(i) Provide any information requested by Commander, MCBQ or his designated action officers concerning the private organization's operations.

i. Recertification. Private organizations approved to establish sustained operations or sponsor/conduct recurring activities/events on MCBQ, must request recertification annually.

(1) A private organization that fails to obtain approval from the Commander, MCBQ to continue operations on the installation will be directed to terminate its activities in accordance with the terms established in its legal agreements with MCBQ and/or NAVFAC.

(2) A private organization that does not submit its recertification request at least 60 days in advance to allow the Commander, MCBQ to consider and act on it, prior to the anniversary date of the previous authorization utilizing enclosure (5), will be directed to cease activities aboard the installation until such time as authorization to operate is renewed.

(3) During the recertification process all private organization members must execute a new waiver of liability. The private organization will maintain the waiver of liability forms in accordance with the provisions of this order.

j. Private Organization Disestablishment

(1) Discontinuance of a private organization may be based on the initiative of the membership or a decision of the Commander, MCBQ.

(2) 60 days prior to dissolution, and/or disposal of residual assets and liabilities, forward a letter to the Commander, MCBQ (Attn: Code B 09) providing notice of plans for dissolution and means of disposing of residual assets and liabilities.

8. Action

a. Commander, Marine Corps Base, Quantico

(1) Serve as approval authority for requests by private organizations to establish operations and/or conduct events on MCBQ, to include the re-certification or discontinuance of established private organizations.

(2) Direct all inquiries and requests from private organizations to sponsor or conduct activities/events or otherwise operate aboard MCBQ to the Director, BPO (Attn: Code B 09) for appropriate action.

(3) Determine, after considering the BPO Director's recommendation and the recommendations of other MCBQ staff sections, other MCCDC organizations, and tenant activities affected, whether a private organization's request should be approved, denied, or further processed and evaluated. Approval will be granted or denied based on local conditions and this Order.

(4) Review the operation of informal funds as detailed in this Order to ensure compliance.

(5) Direct the MCBQ, Command Inspector General to conduct unannounced inspections of established private organizations to ensure compliance with this Order.

(6) Direct investigations of any issue related to this Order.

(7) Ensure widest dissemination of the contents of this Order.

b. Director, Business Performance Office (BPO) (B 09)

(1) Provide Command oversight of private organizations operating and/or conducting activities/events aboard MCBQ to include periodic attendance at private organization meetings and events.

(2) Serve as the primary point of contact for preparation, negotiation and finalization of all MOAs/MOUs.

(3) Ensure that terms of the MOA/MOU are consistent with terms of a lease or license, if applicable. In accordance with enclosure (7), prepare and staff for comment/concurrence all MOAs/MOUs with the appropriate Command activities, including the Office of the Staff Judge Advocate, and forward to the Commander, MCBQ for final approval and signature. Provide

approved and signed copy of the MOA/MOU to the duly appointed officer of the private organization, and all Command activities concerned.

(4) If applicable, coordinate with the AC/S, G-5 to ensure that the appropriate real estate agreement (i.e., lease or license) is obtained and properly executed by the private organization.

(5) Process and verify all reported facilities maintenance needs/repairs by private organizations to BPO and then forward them to the AC/S G-5.

(6) Review all private organization by-laws, constitutions, and other documents and recommend to the Commander, MCBQ whether a private organization should be permitted to establish or continue operations on the installation.

(7) Conduct a feasibility of support assessment with the staff sections impacted in order to make a recommendation to the Commander, MCBQ for approval or denial of a private organization's request to establish operations or conduct events to include: if approval would cause potential conflicts of interest and/or have adverse impacts on MCBQ operations and activities.

(8) If a private organization's request to establish operations or conduct an event will not adversely impact MCBQ operations, the Director, BPO shall:

(a) Forward a copy of enclosures (2) and (3) to the Assistant Chief of Staff (AC/S), G-5 (Code B 04), G-3, Office of the Staff Judge Advocate, and Office of Counsel for requests that involve the use of Government space or facilities.

(b) Forward a copy of enclosures (2) and (3) to the AC/S, G-3, G-4, G-6, Office of Staff Judge Advocate, and Office of Counsel, as appropriate, for requests for logistical support.

(9) Provide the Commander, MCBQ with all staff recommendations for approval or denial of requests from private organizations to establish operations or conduct events on MCBQ.

(10) Notify private organizations of the Commander, MCBQ final decision regarding an organization's request to establish operations or conduct events aboard the installation.

(11) Coordinate requests for event notification with:

(a) MCBQ Public Affairs Office (B 058) for submissions to The Sentry;

(b) MCCS (B 37) for messages on the Marquees and the posting of flyers and signs on MCBQ.

(12) Review and approve/disapprove all fundraising requests from private organizations in coordination with the Office of the Staff Judge Advocate.

(13) Update enclosure (1) annually.

(14) Conduct periodic reviews of all private organizations that have established operations or recurring events on MCBQ to ensure that the membership provisions and purposes continue to apply, thereby justifying continued operation aboard MCBQ. Reviews will ensure compliance with enclosures (10) through (14).

c. Director, Marine Corps Community Services (MCCS) (B 37)

(1) Review all requests and inform Director, BPO if any private organization activities or events will compete or conflict with MCCS and its activities or events.

(2) Inform the Director, BPO whether it concurs or non-concurs with the establishment of the private organization or a particular activity.

d. Assistant Chief of Staff, G-5 (B 04)

(1) Determine availability of Government space for the activities and events requested by private organizations.

(2) Initiate requests to NAVFAC, Washington, through Headquarters Marine Corps, to acquire the appropriate real estate agreement between a private organization and the U.S. Government for any required use of Government land or buildings in accordance with references (e), (f), and (g).

(3) At the direction of the Commander, MCBQ, prepare one-year, no-cost licenses in accordance with references (e), (f), and (g).

(4) Obtain approval from the Commander, MCBQ before processing any lease or license through NAVFAC.

(5) Coordinate evaluation of requests with the Office of the Staff Judge Advocate, Office of Counsel, BPO, and the AC/S, G-3 as appropriate.

(6) Provide a copy of all utility readings, submissions to Defense Finance and Accounting Service, and collections made from Private Organizations to BPO.

e. Assistant Chief of Staff, G-3 (B 03)

(1) Evaluate requests received from BPO regarding private organizations' requests to conduct activities or events on MCBQ. Provide comments/concurrence/non-concurrence back to the Director, BPO for appropriate action.

(2) Consult with the AC/S G-4 and AC/S G-6 as required when evaluating requests.

f. Office of Staff Judge Advocate (B 052)

(1) Serve as primary lead to provide legal advice to the Commander, MCBQ for questions concerning the conduct and operations of private organizations that have been authorized to operate on MCBQ. Review all recommended decisions involving requests for private organizations to operate and conduct business and other organizational activities on MCBQ, including requests and denials, for legal sufficiency.

(2) Assist the Director, BPO; AC/S, G-3 and G-5, in the decision-making process envisioned by this Order, including review of private organization documentation (e.g., By-laws, constitutions, Articles of Incorporation, proof of incorporation under state law) required pursuant to this Order and negotiation of any MOAs or MOUs required for private organizations to operate on MCBQ.

(3) When appropriate, assist the Command Inspector General in performing compliance checks on private organizations operating on MCBQ.

g. Office of Counsel, MCCDC/MCBQ (C 050)

(1) Assist the Director, BPO; AC/S, G-3 and G-5, in the decision-making process envisioned by this Order for negotiation of MOAs and MOUs for private organization events and matters involving leases or licenses.

(2) Review all agreements for private organization events and leases and licenses for legal sufficiency before agreements are submitted to the Commander, MCB Quantico for approval.

(3) Review all recommended decisions, including denials, for private organization events and/or leases and licenses, for legal sufficiency.

(4) Serve as primary lead to advise the Commander regarding requests from all entities, including private organizations, to use MCBQ property for co-sponsored, private, or commercial events.

(5) Assist the SJA in the review of all agreements for private organization events and leases and licenses subject to this Order for legal sufficiency before agreements are submitted to the Commander, MCBQ for approval.

D. J. CHOIKE

DISTRIBUTION:

C/S
AC/S, G-3
AC/S, G-4
AC/S, G-5
AC/S, G-6
Dir, BPO
Dir, Budget
Inspector General
Dir, MCCA
SJA
Counsel

AUTHORIZED PRIVATE ORGANIZATIONS

American Red Cross
American Society of Military Comptrollers
Ashurst Parent Educators Association

Blacks in Government
Boy Scout Troop 121
Boy Scout Troop 176
Cub Scout Pack 176
Burrows Parent Educators Association

Chopawamsic Toastmasters Club, Chapter 2635
Command and Staff College Faculty Social Fund

Girl Scout Service Unit 80-3

International Officers' Wives Club

Marine Corps Association
Montford Point Marine Association

National Naval Officers Association
National Sojourners, Quantico Chapter 44
Navy Marine Corps Relief Society

Quantico Golf Association
Quantico Middle/High School Parent Educators Association
Quantico Mountain Bike Club
Quantico Officers' Wives Garden Club
Quantico Officers' Spouse's Organization
Quantico Riding Club
Quantico Rod and Gun Club
Quantico Sharks Swim Team
Quantico Shooting Club
Quantico Thrift Shop
Quantico Wrestling Club
Quantico Yacht Club

U.S. Field Artillery Association, Leatherneck Chapter

SAMPLE LETTER

PRIVATE ORGANIZATION REQUEST TO ESTABLISH OPERATIONS
ON MARINE CORPS BASE, QUANTICO
Address

Date

Prom: (Private Organization)
To: Commander, Marine Corps Base, Quantico (B 09), 3250 Catlin Ave,
Quantico, Virginia 22134-5001

Subj: REQUEST TO ESTABLISH OPERATIONS ABOARD MCBQ

Ref: (a) MCBO 7010.1B

Encl: (1) Proposed Constitution or By Laws
(2) Proposed Articles of Agreement

1. In accordance with the reference, (name of organization) requests authority to establish operations as a private organization aboard Marine Corps Base, Quantico.
2. The purpose of the activity is as follows: (Describe briefly).
3. The number of members of the organization: (Identify all non-DOD- related civilians by number and percentage of total membership).
4. The following facilities and services are requested: (Describe all requirements for use of Government land or buildings):
5. The following elected officials of the organization may be contacted: (Names, addresses, email addresses and daytime telephone numbers)
6. Enclosures (1) and (2) are forwarded for review and approval.
7. I understand that if this request is approved adequate insurance will need to be secured by the organization, unless specifically waived by the Commander, MCBQ
8. I understand that, in addition to permission to operate, my organization may be required to obtain a license or lease from NAVFAC prior to use of Government property.
9. I understand that there may be costs and fees associated with establishing operations on MCBQ including reimbursement for utilities.
10. I understand and agree that the Commander, MCBQ, may revoke permission to establish and/or conduct operations at any time.

Signature (Authorized representative)

ENCLOSURE (2)

SAMPLE LETTER

PRIVATE ORGANIZATION REQUEST TO USE MCBQ
FACILITIES FOR AN EVENT
Address

Date

From: (President, or individual desiring to conduct event)
To: Commander, Marine Corps Base, Quantico (B 09), 3250 Catlin Ave.
Quantico, Virginia 22134-5001

Subj: REQUEST BY PRIVATE ORGANIZATION TO CONDUCT AN EVENT

Ref: (a) MCBO 7010.1A

Encl: (1) Constitution
(2) By-Laws and/or Articles of Agreement

1. Per the reference, (name of private organization) requests authority to conduct an event aboard Marine Corps Base, Quantico.
2. Brief purpose and mission statement of organization and indication of profit/non-profit status. Enclosures (1) and (2) are forwarded.
3. The purpose and name of the event and the activities associated with the event are as follows:
4. The estimated number of private organization members and non-members expected to participate in the event are:
5. The facilities and/or services requested: (Describe all services required for event and all space requirements for use of Government land or buildings)
6. The specific uses of the facilities and the dates and times of the event(s) are:
7. The following elected officials of the organization that may be contacted, are: (Names, addresses, email addresses and daytime telephone numbers (include a primary point of contact))
8. I understand that if this request is approved adequate liability insurance must be secured unless specifically waived by the Commander, MCBQ.
9. I understand that the private organization may be required to obtain a license if Government land or buildings are required for the event.
10. I understand that there may be costs and fees associated with this request.
11. I understand that the decision to permit the organization to conduct an event rests solely with the Commander, MCBQ and, if this request is approved, the organization and USMC will enter into a Memorandum of Agreement in which the responsibilities of each side, such as access, fees and costs, insurance, liability, clean up, crowd control, etc., would be laid out.

Signature (authorized representative)

ENCLOSURE (3)

SAMPLE

MEMORANDUM OF AGREEMENT
between
MARINE CORPS BASE
QUANTICO, VIRGINIA
and
(ORGANIZATION NAME)
(CITY, STATE)

1. **PURPOSE.** To define the services and support to be provided by Marine Corps Base, Quantico (MCBQ), Virginia to the (ORGANIZATION NAME) located in

2. **BACKGROUND.** (PURPOSE ORGANIZATION SERVES RELATED TO MCBQ)

3. RESPONSIBILITIES

a. UNDER THE TERMS OF THIS AGREEMENT, THE COMMANDER, MCBQ AGREES TO (Subject to the terms and conditions of any required Lease or License):

b. UNDER THE TERMS OF THIS AGREEMENT, AND IN CONSIDERATION FOR PARAGRAPH 3a ABOVE, THE (SIGNEE TITLE), (ORGANIZATION NAME) AGREES TO:

4. LIABILITY (INCLUDED FOR THOSE ORGANIZATIONS INVOLVED IN PHYSICAL ACTIVITIES ABOARD THE BASE)

a. The (ORGANIZATION NAME) acknowledges that there are inherent risks involved in the participation of its members and other authorized personnel (participants, observers, et al) in activities aboard MCB, Quantico, an active military Base, and that injury could arise from, but is not limited to, obstacles, both natural and man-made, camouflaged as well as visible, unexploded ordnance, and holes, ditches, trenches, and other irregularities in terrain.

b. Prior to the commencement of any event, every participant age 18 and over shall sign a Waiver of Liability form. No one under the age of 18 (including immediate family members) is permitted to participate unless a Waiver of Liability form is signed by the participant's parent or legal guardian. An authorized official (ORGANIZATION NAME) representative shall collect each participant's properly signed Waiver of Liability form, retain possession of them throughout each event, and produce them for inspection upon demand.

c. A (ORGANIZATION NAME) official with authority to bind the (ORGANIZATION NAME) will maintain on file the original Waiver of Liability for all participants in the organization's activities or events.

d. If it is determined that an individual participant does not have an appropriately signed Waiver of Liability, the (ORGANIZATION NAME) shall not allow the individual to participate in activities.

ENCLOSURE (4)

e. The (ORGANIZATION NAME) representative will notify (BPO POC & PHONE NUMBER) prior to the commencement of each individual event that the (ORGANIZATION NAME) representative does have in his/her possession all participants' Waivers of Liability.

5. ADDITIONAL TERMS AND CONDITIONS (NORMALLY, STANDARD LANGUAGE; MAY INCLUDE LANGUAGE SPECIFIC TO ORGANIZATION)

a. (ORGANIZATION NAME) employees are not authorized access to recreation fund activities (e.g., gyms, athletic fields, golf course, marina, theater, auto hobby shop) nor use of any retail or service operations (such as the Marine Corps Exchange, the Commissary, the gas station or convenience stores), aboard MCBQ. Exceptions are the Papa Johns, Taco Del Mar, Subway and McDonald's restaurants.

b. Traffic laws (including, but not limited to speeding, driving while intoxicated) and other laws are strictly enforced aboard the Base. The U.S. Magistrate's Court in Alexandria, Virginia, will process offenders without Department of Defense (DoD) affiliation for all traffic and criminal offenses. Additionally, the U.S. Magistrate's Court will process military or DoD-affiliated persons for serious traffic related offenses (i.e., driving while intoxicated, reckless driving, etc).

c. All drivers and adult passengers are required to have in their possession a valid photo identification (ID) issued by a state, federal, or foreign government to enter MCBQ. Proper photo ID includes but is not limited to an Armed Forces ID, State Driver's License, U.S. or foreign passport, etc. Personnel without proper photo ID may be denied entry to the Base.

d. Neither party may change any term or provision of this MOA, except as delineated in paragraph 5 below, without the written consent of the other party. All modifications will be in writing. Disputes regarding the terms and conditions of this Agreement will be subject to resolution by the Commander, MCBQ.

6. TERMINATION

a. This Agreement may be terminated, without notice, by the Commander, MCBQ to facilitate USMC mission requirements or for any reason deemed necessary. If this Agreement should be so terminated, (ORGANIZATION NAME) shall not have any action or recourse against MCBQ, the USMC, the U.S. Department of Navy, DoD, and all agencies and instrumentalities thereof.

b. Except as provided by paragraph 5.a., either party hereto may terminate this Agreement upon 30 days written notice to the other party.

7. EFFECTIVE DATE. (NORMALLY, STANDARD LANGUAGE; MAY INCLUDE LANGUAGE SPECIFIC TO ORGANIZATION)

a. This Agreement enters into effect upon the date the last signature below is obtained and shall remain in effect for up to the life of the corresponding Lease or License unless otherwise terminated earlier. It is attested to by the undersigned who are empowered to exercise authority for their respective agencies.

MCBO 7010.1B

MARINE CORPS BASE QUANTICO

(ORGANIZATION NAME)

(Base Commander Name) Date
Colonel, U.S. Marine Corps
Commander

(Official's Name) Date
(Official's Title)

SAMPLE RECERTIFICATION LETTER

Address

Date

From: (Name of Private Organization)
To: Commander, Marine Corps Base, Quantico (B 09), 3250
Catlin Ave. Quantico, Virginia 22134-5001
Subj: REQUEST FOR RECERTIFICATION OF (Name of Private
Organization)

Ref: (a) MCBO 7010.1A

Encl: (1) Listing of officers

1. In accordance with the provisions contained in the reference, I certify that _____ [name of private organization] is active, in compliance with current regulations, and there are no changes to the organization's Constitution and By-laws that have not previously been reported.

2. I understand that there may be costs associated with continued operations of _____ on MCBQ, including reimbursement for utilities and other services provided.

3. I understand that the Commander, MCBQ, may revoke permission/certification for _____ to operate on MCBQ at any time.

4. Accordingly, it is requested that this organization be recertified to continue operations on MCBQ, subject to execution of the appropriate agreements.

Signature (Authorized
Representative)

SAMPLE
WAIVER OF LIABILITY
for
PARTICIPATION IN PRIVATE ORGANIZATION ACTIVITIES
aboard
MARINE CORPS BASE, QUANTICO, VIRGINIA

I am about to observe or participate in activities to be conducted under the direction of the [name of private organization] _____, hereinafter the "Organization", on Marine Corps Base, Quantico (MCBQ) during the following dates and times: [Use the dates and times indicated in the private organization's Memorandum of Agreement (MOA), Memorandum of Understanding, or lease or license]. I understand that the Organization is a private organization and is not a Federal government entity. I understand that the Organization is operating and conducting events on MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my observation and/or participation in the activities of Organization will involve access to MCBQ, an active military base which consists of Marine Corps Base ranges and training areas.

I understand the following three cautions with regard to MCBQ:

1. All ranges and training areas, including recreational fields, are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to me.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

I understand that certain activities may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the Organization will provide the following events or activities and I voluntarily assume the specific risks associated with observing or participating in these events or activities:

[Include the following language if activities are equine or water-related :

Equine activities:

I understand that the Organization provides equine activities that will entail access to Marine Corps trails and training areas. I understand that riding horses involves accepting inherent risks including, but not limited to, the unpredictability of a horse's behavior, the risk of injury resulting

from falling from a horse, being stepped on or kicked by a horse, from a horse running into fences, trees, buildings, and other structures, and injuries resulting from tripping or falling over obstacles in the riding areas, and conditions of the trails, whether apparent or not. In addition, I understand that the injuries sustained from riding horses could be serious or could result in death. I acknowledge that equine activities are a high-risk sport and that my involvement with these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to me, my child, and others.

Water-related activities:

I understand that water-related activities involve accepting inherent risks including, but not limited to, electrocution, the possibility of drowning or near drowning, the unpredictability of weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming pool, and injuries resulting from tripping, slipping or falling over obstacles (both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to me or others.]

In spite of my full knowledge of the risks involved in observing and/or participating in the Organization's activities and, in consideration of the privilege to participate in the Organization's activities to be held aboard MCBQ, I do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or my death resulting from observation and/or participation in any of the Organization's activities, for me, my spouse, my parents or guardians, my heirs, executors, administrators, or legal representatives of my estate, or anyone else on my behalf, which I may have against any of the following: the United States of America, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Combat Development Command, Marine Corps Base Quantico, or any and all individuals assigned to or employed by the United States, to include but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, or the Commander of Marine Corps Base Quantico, in both their official and personal capacities, or any medical personnel or their representatives, successors, or assigns designated thereto.

I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the federal government for any injury that I may sustain because of participation and/or observation in any of the Organization's activities that result in any damage whatsoever to me, my property, or in my death. By signing this document, I acknowledge that the Federal Government, or any agency or employee thereof, is not liable for any injury I may sustain, to include death, as a result of participation in, observation or attendance of the Organization's activities. By signing this document, I effectively and completely assume all risk associated with the Organization's activities.

MCBO 7010.1B

Lastly, I understand that should I decline to execute this Waiver of Liability, I will not be permitted to attend, observe or participate in the Organization's activities or event(s) to be held aboard MCBQ.

PLEASE READ CAREFULLY BEFORE SIGNING

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN WHOLE AND UNDERSTAND WHAT I AM SIGNING.

Printed Name of Participant/Observer

Signature of Participant/Observer

Date:_____

SAMPLE
WAIVER OF LIABILITY
for
PARTICIPANTS UNDER THE AGE OF 18
In ACTIVITIES and OTHER EVENTS
aboard
MARINE CORPS BASE, QUANTICO, VIRGINIA

We hereby request that our child, _____, be permitted to take part in the [name of private organization]

_____, hereinafter the "*Organization*", events and activities to be held aboard Marine Corps Base, Quantico (MCBQ), Virginia, during the dates of _____ [insert days, month, year or, if applicable, use dates and times indicated in the private organization's Memorandum of Agreement (MOA), Memorandum of Understanding, or lease or license] under the direction of the Organization. I understand that the Organization is a private organization and is not a Federal government entity. I understand that the Organization is operating and conducting events on MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my child's observation and/or participation in the activities of Organization will involve access to MCBQ, an active military base which consists of Marine Corps Base ranges and training areas.

I understand the following three cautions with regard to MCBQ:

1. All ranges and training areas, including recreational fields, are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to my child.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

I understand that certain activities, including physical fitness or sport activities, may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the Organization will provide the following events or activities and I voluntarily assume for me, and on behalf of my child, the specific risks associated with observing or participating in these types of events or activities: [Provide a description of the Organization's activities that the child will participate in, include the following language if activities are equine or water-related:

Equine activities:

I understand that the Organization provides equine activities that will entail access to Marine Corps trails and training areas. I understand that riding horses involves accepting inherent risks including, but not limited to, the unpredictability of a horse's behavior, the risk of injury resulting from falling from a horse, being stepped on or kicked by a horse, from a horse running into fences, trees, buildings, and other structures, and injuries resulting from tripping or falling over obstacles in the riding areas, and conditions of the trails, whether apparent or not. In addition, I understand that the injuries sustained from riding horses could be serious or could result in death. I acknowledge that equine activities are a high-risk sport and that my involvement with these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to me, my child, and others.

Water-related activities:

I understand that water-related activities involve accepting inherent risks including, but not limited to, electrocution, the possibility of drowning or near drowning, the unpredictability of weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming pool, and injuries resulting from tripping, slipping or falling over obstacles (both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to me or others.]

In spite of my full knowledge of the risks involved in allowing my child to observe and/or participate in the Organization's activities and, in consideration of the privilege for my child to participate in the Organization's activities to be held aboard MCBQ, I do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or death resulting from observation and/or participation of my child in any of the Organization's activities, for me, my child, my spouse, my heirs, executors, administrators, or legal representatives of me or my child's estate, or anyone else on my or my child's behalf, which I or my child may have against any of the following: the United States of America, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Combat Development Command, Marine Corps Base Quantico, or any and all individuals assigned to or employed by the United States, to include but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, or the Commander of Marine Corps Base, Quantico, in both their official and personal capacities, or any medical personnel or their representatives, successors, or assigns designated thereto.

I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the federal government for any injury that my child may sustain because of participation and/or observation in any of the Organization's activities that result in any damage whatsoever to my child, my child's property, or in my child's death. By signing this

ENCLOSURE (6)

document, I acknowledge that the Federal Government, or any agency or employee thereof, is not liable for any injury I or my child may sustain, to include death, as a result of participation in, observation or attendance of the Organization's activities. By signing this document, I effectively and completely assume all risk associated with the Organization's activities.

Lastly, I understand that should I decline to execute this Waiver of Liability, I or my child will not be permitted to attend, observe or participate in the Organization's activities or event(s) to be held aboard MCBQ.

PLEASE READ CAREFULLY BEFORE SIGNING

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN WHOLE AND UNDERSTAND WHAT I AM SIGNING.

Signature of parent/guardian

Date

Printed Name of Mother/Father/Legal Guardian (please circle one)

On behalf of

Printed Name of Child

Date

Health Insurance Coverage (initial the appropriate line):

We **do not** have health insurance coverage _____

We **do** have health insurance coverage _____

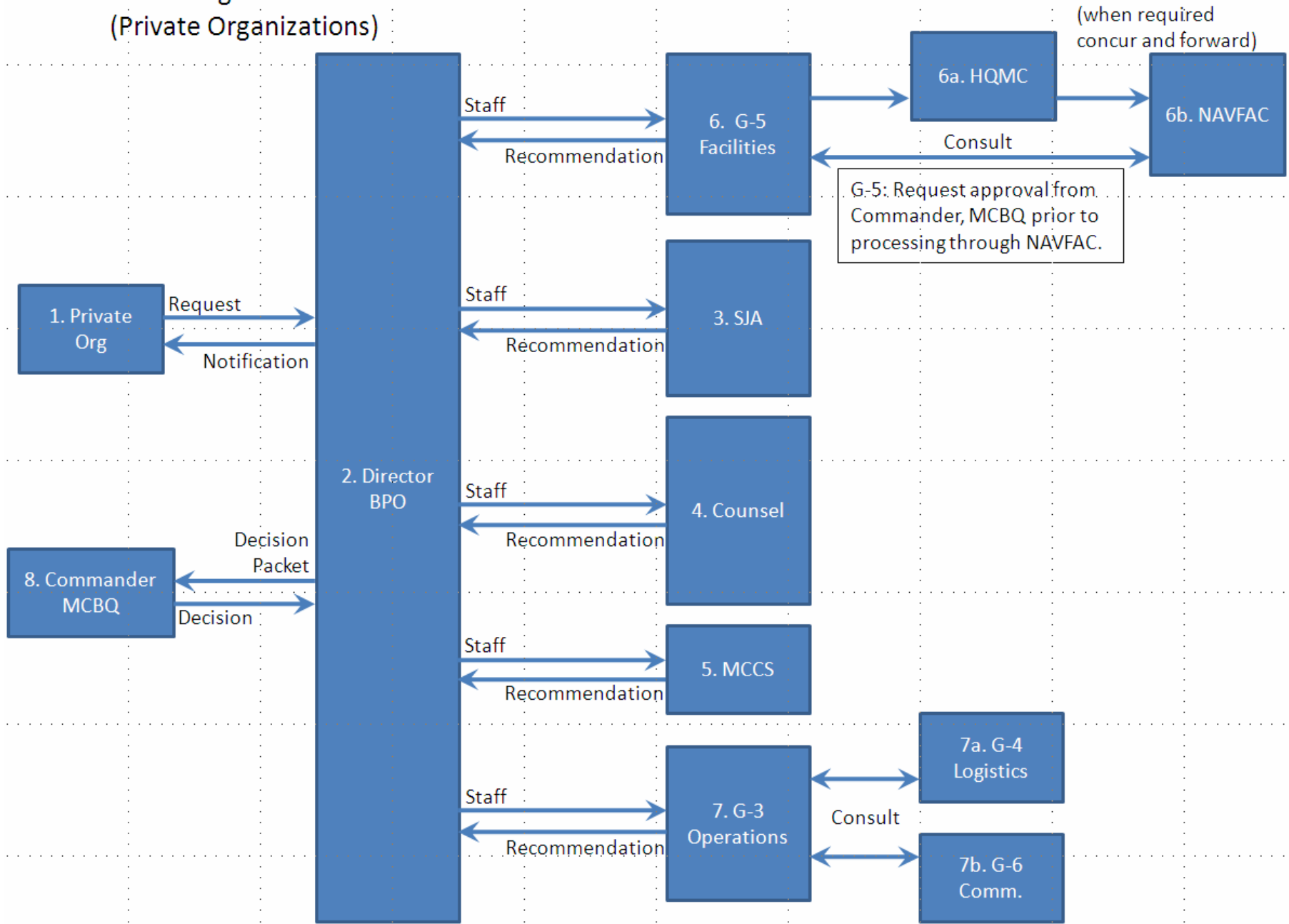
Name of Insurance Provider

Policy #

Unit Senior Representative Signature

Date

Decision-Making Process Flowchart (Private Organizations)



SAMPLE CONSTITUTION OR BYLAWS

BYLAWS OF THE _____
OF _____

ARTICLE I. Organization Name

The name of this organization shall be _____.

ARTICLE II. Organization Objective

The objective of this organization shall be to _____;
to _____; and to _____ ; etc.

ARTICLE III. Members

Section 1. The membership of this organization shall be limited
to _____/be open to _____.

Section 2. Any _____ shall be eligible for
membership. (Civilian membership may not be extended beyond the
general vicinity of Quantico, VA.)

Section 3. The initiation fee shall be _____ dollars,
and/or the annual dues shall be _____ dollars, payable
in advance on or before _____ of each year. The
Treasurer shall notify members _____ months in
arrears, and those whose dues are not paid within
_____ thereafter shall be automatically dropped from
membership in the organization.

Section 4. Any member desiring to resign shall submit their
resignation in writing to the corresponding secretary, who shall
present it to the Executive Board for action. No member's
resignation shall be accepted until the member's dues are paid.

ARTICLE IV. Organization Officers

Section 1. The officers of the organization shall be a
President, a First Vice-President, a Secretary, a Treasurer, and
Directors (minimum). These officers shall perform the duties
prescribed by these bylaws and by the parliamentary authority
adopted by the organization.

Section 2. At the regular meeting held on the _____(day)_____
in _____(month) , a Nominating
Committee of _____ members shall be elected by the
organization. It shall be the duty of this committee to nominate

candidates for the offices to be filled at the annual meeting in _____.

The Nominating Committee shall report at the regular meeting in _____. Before the election at the annual meeting in _____, additional nominations from the floor shall be permitted.

Section 3. The officers shall be elected by the membership to serve for one year or until their successors are elected, and their term of office shall begin at the close of the annual meeting at which they are elected.

Section 4. No member shall hold more than one office at a time, and no member shall be eligible to serve more than two consecutive terms in the same office.

ARTICLE V. Meetings

Section 1. The regular meetings shall be held on the ___(day)___ of each month/quarter unless otherwise ordered by the organization or by the Executive Board.

Section 2. The regular meeting on the (day) in ___(month)___ shall be known as the annual meeting and shall be for the purpose of electing officers, receiving reports of officers and committees, and for any other business that may arise.

Section 3. Special meetings can be called by the President or by the Executive Board and shall be called upon by the written request of 10 members of the organization. The purpose of the meeting shall be stated in the call. Except in cases of an emergency, at least three days' notice shall be given.

Section 4. _____ membership of the organization shall constitute a quorum.

ARTICLE VI. The Executive Board

Section 1. The officers of the organization, including the Directors, shall constitute the Executive Board.

Section 2. The Executive Board shall have general supervision of affairs between its business meetings, fix the hour and place of meetings, make recommendations to the organization, and shall perform such other duties as are specified in these bylaws. The Board shall be subject to the orders of the organization, and

none of its acts shall conflict with action taken by the organization.

Section 3. Unless otherwise ordered by the Board, regular meetings of the Executive Board shall be held on the (day) of (month) . Special meetings of the Board can be called by the President and shall be called by the President and shall be called upon by the written request of three members of the Board.

ARTICLE VII. Committees

Section 1. A _____ Committee composed of the (officer) and _____ other members shall be appointed by the President promptly after each annual meeting. It shall be the duty of this committee to prepare a _____ for the fiscal year beginning the first day of _____, and to submit it to the organization at its regular meeting in _____. The _____ Committee can from time to time submit a supplement to the _____ for the current fiscal year.

Section 2. Such other committees, standing or special, shall be appointed by the President or the Executive Board shall from time to time deem necessary to carry on the work of the organization. The President shall be ex officio as a member of all committees except the Nominating Committee.

ARTICLE VIII. Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the organization in all cases to which they are applicable, and in which they are not inconsistent with these bylaws, and any special rules of order the organization may adopt.

ARTICLE IX. Amendment of Bylaws

These bylaws can be amended at any regular meeting of the Society by a two-thirds vote of the total membership, provided that the amendment has been submitted in writing at the previous regular meeting.

**MINIMUM AUDIT PROCEDURES REQUIRED OF AUDIT BOARDS
FOR PRIVATE ORGANIZATIONS**

1. An examination of the accounts and records will be conducted by, each audit board. As a minimum requirement, each audit board will:

- a. Count cash on hand.
- b. Reconcile the latest bank statement to the cash account and request a current statement from the bank if necessary.
- c. Audit Checkbook. Examine cancelled check for payees' endorsements and dates; compare with check stubs; trace checks to expense record; and age outstanding checks.
- d. Audit Cash Income Record. Examine receipts or documentation of cash received and add increases and decreases.
- e. Audit Expense Record. Add and classify various expense items; trace business papers (vendors' bills, invoices, register receipts, etc.); and verify support for entries to the expense records.
- f. Using the data developed in the above procedures, reconcile cash receipts and disbursements.
- g. Conduct a physical inventory, if applicable, and compare its aggregate value with the amount of inventory or property on charge per records.
- h. Age accounts payable and accounts receivable, if applicable.
- i. Examine evidence of insurance for current status and amounts and kinds of coverage for adequacy.
- j. Determine tax status, and if applicable, check for compliance with state and Federal laws.
- k. Verify the accuracy of financial statements from the general books presented for audit, or prepare a financial report.

2. Submit a report of audit to the president and furnish a copy to the treasurer. Unless conditions or circumstances warrant the submission of a separate detailed report, this may be accomplished by signing the typed notation "ACCOUNTS AUDITED AND FOUND TO BE CORRECT" on the balance sheet of the financial report. A copy of the audit report, regardless of form, will be furnished to the Director, BPO (B 09).

SAMPLE REPORT OF AUDIT FORMAT

(date)

From: _____

(Senior Member of the Audit Board)

To: President, _____ (NAME OF FUND)

Subj: AUDIT OF THE _____ (NAME OF FUND)

Ref: (a) Appointment/Election as noted in the minutes of the meeting of _____ (date)

Encl: (1) Copy of financial report dated _____

1. In accordance with the reference, an audit has been conducted of the accounts and records of the subject fund by this Audit Board for the period _____ (date) _____ to and including _____ (date) _____.

2. (This paragraph should state briefly what was done.) Example:

The audit was conducted in accordance with the procedures outlined in enclosure (2) to the reference, and included those tests of general books that we considered necessary in the circumstances. Our examination indicated that the accounting system and related financial operations were accurate, reliable, and in accordance with the constitution or bylaws of the subject fund. We audited the enclosure and find that it accurately portrays the financial condition and the results of operation for the dates indicated.

3. (This paragraph should state the details which necessitate this separate report.) Example:

The exceptions to paragraph 2 above are stated in the following discrepancies:

a. The fund's constitution and bylaws require that the President countersign all checks. The stipulation was not complied with in that the Treasurer was the only person signing the checks issued during the audit period.

b. (Subsequent subparagraphs may be used as required.)

4. (This paragraph may be used to comment on pertinent information not included elsewhere in the report.)

Senior Member

Copy to
Treasurer
Director, BPO

EVALUATION REQUIREMENTS FOR PRIVATE ORGANIZATIONS

Ref: (a) DoD 7000.14-R, Vol 13 (Financial Management Regulations)

ESTABLISHMENT DOCUMENTS

1. Constitution for organization (MCBO 7010.1B)
2. By-Laws for organization (MCBO 7010.1B)
3. Annual Recertification for organization (MCBO 7010.1B)
4. Proof of insurance (MCBO 7010.1B)

REVENUE/INCOME

1. How does the organization generate revenue?
 - a. Membership fee
 - b. Assessment
 - c. Fundraising
 - d. Sales
 - e. Other (list)
2. What is the source?
 - a. Cash
 - b. Check
 - c. Credit Card
 - d. Other (list)
3. Is a receipt given by the acceptor to the provider?
Yes ____ No ____ (explain why no receipt)
4. Is a duplicate receipt kept by the acceptor?
Yes ____ No ____ (explain why not kept)

5. Where is the income/revenue kept before deposit?
6. Bank deposit of income/revenue:
 - a. Who gathers receipts?
 - b. Who prepares bank deposit?
 - c. Who verifies receipts to bank deposit (other than the person preparing bank deposit)?
 - d. Are receipts (more than \$100) deposited no later than the first working day of business?
 - e. If deposit is less than \$100:
 - (1) Where are funds kept?
 - (2) Are funds deposited the first working business day of business when \$100 is reached?
7. Does the organization have a General Ledger or Journal?
8. Is the deposit recorded to the ledger or journal timely?

PETTY CASH FUND

1. Does the organization have a petty cash fund?
2. Is there a written document establishing the fund and the dollar amount of the fund?
3. Who is responsible for the fund (name and title held in activity)?
4. Is a receipt signed by the receiver for funds received?
5. Is the signed receipt kept with the fund?
6. During the evaluation, was the fund reconciled (receipts + cash = authorized amount)?
7. ._____ What is the frequency the fund is reimbursed?:
Weekly_____ Monthly___ Other___ (explain)
8. Is the reimbursement of the fund supported with receipts from vendor?

9. Is supporting documentation maintained for purchases made from the fund?
10. When are the petty cash purchases recorded to the ledger or journal?

DAILY OPERATIONS

1. Are transactions that will result in disbursement of the organization's revenue/income approved?
2. What is the process for approval?
3. Who approves the transactions?
 - a. Is an officer of the organization part of the approval process?
 - b. Organization meeting minutes (minor/major purchases)?
 - c. Is there a written document with, approval signatures?
 - d. Is there adequate separation of duties?
4. Is approval obtained prior to acquiring items, which would result in disbursement of funds?
5. When items are received:
 - a. Who signs for items (invoice/cash register receipt/packing slip, etc. person must be other than bookkeeper)?
 - b. Does each transaction received have supporting documentat ion?
 - c. If not, is there a written document justifying missing supporting documents?
 - d. Is the receiving document dated and signed?
6. Are transactions received recorded to the ledger or journal timely.

DISBURSEMENT (PAYMENT)

1. Are payments supported with approval and receipt documents?

2. Who reviews payment and supporting documents?
3. Who approves the payment?
4. Who writes out the check or authorized the use of a credit card for payment?
5. Who signs the check (person other than bookkeeper)?
 - a. One signature. Name and title of person.
 - b. Two signatures. Names and titles persons.
6. Checks:
 - a. Are checks numbered sequentially?
 - b. Are checks issued sequentially?
 - c. If check is erroneously written:
 - (1) Is check marked VOID cross its face and the signature of the check mutilated?
 - (2) After a VOID check, is the next check issued in the proper numerical sequence.

SAMPLE FINANCIAL REPORT FORMAT

(HEADING)

BALANCE SHEET

(date)

ASSETS

Cash:

Petty Cash Fund \$ _____

Cash on Hand _____

Cash in Bank, General Account _____

Accounts Receivable _____

Merchandise Inventory _____

Total Assets _____

LIABILITIES AND CAPITAL

Accounts Payable \$ _____

Taxes Payable _____

Capital:

Operating Capital, (date) \$ _____

Increase/Decrease per attached

Schedule \$ _____

Operating Capital, (date) \$ _____

Total Liabilities and Capital \$ _____

Value of Property \$ _____

Submitted: _____

Approved: _____

SAMPLE INCOME STATEMENT FORMAT

Name of Organization
Date

Revenue:

Sales			\$_____
Less: Sales Returns/Allowances		\$_____	
Sales Discounts		_____	
	(Total)	_____	\$_____

Cost of Goods Sold			\$_____
Beginning Inventory		_____	
Net Purchases		_____	
Freight In		_____	
CoG Available for Sale	(Total)	_____	
Less Ending Inventory		_____	_____

Gross Profit _____

Operating Expenses:

Advertising	_____		
Bad Debts	_____		
Bank Charges	_____		
Contract Labor	_____		
Credit Card Fees	_____		
Dues to National Affiliate	_____		
Insurance	_____		
Maintenance	_____		
Office Supplies	_____		
Postage	_____		
Utilities	_____		
Wages	_____		
Total Expenses	_____	_____	_____

Other Revenues and Gains _____

Total Income _____ \$_____

PRIVATE ORGANIZATION CHECKLIST FOR REQUIRED DOCUMENTATION	
ORGANIZATION:	
REVIEWER:	
DATE:	

	CURRENT CONSTITUTION/BY LAWS (IN ACCORDANCE WITH MCBO 7010.B)
	LIST OF OFFICERS (NAME, ADDRESS, WORK PHONE, HOME PHONE AND EMAIL ADDRESS)
	CURRENT FINANCIAL STATEMENT (MONTHLY)
	AUDIT REPORT (SIGNED BY AUDIT BOARD)
	MEMBERSHIP ANALYSIS - TO INCLUDE EACH MEMBERS' NAME, BRANCH OF SERVICE AND SERVICE STATUS (I.E., ACTIVE DUTY, RETIRED, CIVILIAN)
	HOLD HARMLESS AGREEMENT (Youth organizations only)
	MEETING MINUTES/NEWSLETTER - (MONTHLY)
	SPONSOR DESIGNATED IN WRITING
	PERSON RESPONSIBLE FOR ASSETS DESIGNATED IN WRITING
	PROOF OF INSURANCE
	REQUEST FOR RECERTIFICATION AND APPROVAL
	MEMORANDUM OF AGREEMENT/MEMORANDUM OF UNDERSTANDING/LICENSE
	WAIVER OF LIABILITY SIGNED BY EACH MEMBER OF THE ORGANIZATION
	INVENTORY OF GOVERNMENT ASSETS
	MCBQ COMMANDER'S APPROVAL
	WEBSITE ADDRESS (IF ORGANIZATION HAS ONE)

M = MISSING

R = REVIEW NECESSARY

N/A = NOT APPLICABLE

*** = DOCUMENT RECEIVED**