



## 2024 Annual GVR Club Agreement to retain GVR Club Status

### ***GVR Mission Statement***

***"To provide excellent facilities and services that create opportunities for recreation, social activities and leisure education to enhance the quality of our members' lives."***

We, the Green Valley Recreation, Inc. (GVR) \_\_\_\_\_  
Club understand that our group is subject to GVR rules and regulations in order to retain our GVR "Club Status" that includes the following benefits:

- Use of GVR logo
- Priority facility reservations and meeting space at no charge
- Liability insurance coverage at no cost to Club for GVR-sponsored Club events on GVR premises (GVR Club members, qualified guests and volunteers only)
- Use of basic utilities at no charge (e.g., electric; gas; water)
- Basic custodial and maintenance services
- Essential equipment and/or material storage on a space-available basis.

In exchange for aforementioned benefits of having GVR Club Status, the Club agrees to the following Terms and Conditions:

1. Club agrees to indemnify and hold harmless GVR.
2. Club is required to include "GVR" in their Club name.
3. Club is required to use the official GVR logo and color palette provided by GVR in all Club promotional items, printed materials, banners, flyers and advertisements.
4. Verify that all GVR Club members are GVR 'Members in Good Standing' as defined by GVR Bylaws.
5. Offer Club membership to all GVR 'Members in Good Standing' who shall be entitled to participate in any meeting or activity.
6. At their sole discretion, Clubs may grant occasional guest privileges as long as each guest qualifies in accordance with GVR Bylaws and policies.
7. Execute an effective monitoring system to ensure that only GVR members and eligible GVR guests are in attendance at Club meetings and activities.

8. Maintain at least 25 active GVR members in the Club to retain Club Status; if Club membership falls below the 25 active member minimum, the Club must increase its membership within one year or GVR may rescind Club Status. Should a club choose to dissolve, they must notify the Club Liaison.
9. If space is assigned to the Club, routinely use at least 50% of the assigned Club space. GVR has the option of reassigning the Club to another facility, combining the Club with another of similar interest, or rescinding Club Status, if deemed appropriate.
10. Facility meeting space may limit participation in club activities.
11. If the Club determines that advanced skills or special qualifications may limit who may join the Club, orientation, training, and instruction must be offered to new Club members.
12. Grant GVR the right to communicate information to Club members via U.S. Postal Service, email, or other means. [*Note: GVR does not sell or otherwise share its mailing lists with third-parties*].
13. Not affiliate with any national, state, or regional organization that requires GVR members to join.
14. Club members are permitted to bring alcoholic beverages for Club functions onto GVR property, provided the Club obtains prior written approval from GVR at the time a facility Reservation Agreement is signed.
15. Club may not sell alcohol on GVR premises without a state-issued liquor permit.
16. Ceramics, Clay Studio, Glass Artists and Lapidary classes offered through the GVR Course Catalog are reserved exclusively for GVR members.
17. Clubs may not grant honorary club membership or the equivalent to a non-GVR member.
18. Furnish necessary insurance on any personal equipment or personal items brought to or stored (with approval) on GVR premises (e.g., musical instruments, sound systems, computers, radios, etc.).
19. Operate under an IRC 501(c) 4 nonprofit tax status registered with the Internal Revenue Service (IRS).
20. Obtain an IRS Employer Identification Number (EIN) and provide the number to GVR Club Liaison.
21. Be responsible for any local, state, or federal taxes incurred because of Club activities.
22. Maintain a bookkeeping system recording all income and expenses, and retain receipts for expenditures for at least seven years.

23. Club records are kept for the prescribed period of time in accordance with administrative policies for records retention.
24. Be financially self-supporting to provide movable equipment and operating supplies unique to the Club, as well as repair and replacement of such equipment at the Club's expense.
25. The Club accepts that all equipment purchased by the Club or provided by GVR is the property of GVR, whether original equipment, replacement of original equipment, or new and additional equipment.
- a. Equipment includes, but is not limited to, machines, computers, furniture, machine tools, building fixtures, building improvements, carpeting, and kilns.
  - b. The Club may not lend or borrow any equipment or supplies that are GVR property.
  - c. The initial purchase of specialized equipment will be provided by Club.
26. Club will obtain GVR approval before installation of any equipment or any rearrangement of equipment that may affect floors, walls, air conditioning, electrical equipment, or additional consumption of gas and electricity. Costs incurred for installation or relocation of equipment provided by the Club will be charged to the Club.
27. The Club understands GVR may provide small storage space, at no cost, to clubs if space is available.
- a. Storage of perishable foods, liquor, and highly flammable material is prohibited.
  - b. GVR is not responsible for any loss or damage to personal items stored on GVR property.
28. The Club understands and agrees that GVR facility space is based on space availability and is not guaranteed each year.
- a. The Club will designate two club members to schedule Club facility space reservations. Facility reservations requested by unauthorized Club members will not be granted.
  - b. A Club's regularly scheduled reservations will be confirmed by GVR Reservations Coordinator.
  - c. A signed copy of the Club's regularly scheduled reservations must be returned to the GVR Facility Reservations Coordinator within two weeks of receipt of the Club Reservations Permit.
29. Club Directors & Officers (D&O) Insurance is NOT provided by GVR as stated in the GVR Corporate Policy Manual. Each club must determine if this is needed and purchase it from a commercial insurance broker.

30. Club must obtain proof of insurance from Vendors. Whenever a payment is made to any company, small business owner, or individual for an event at which they are contracted to work, they are considered a Vendor. Examples: DJ, Entertainer, Decorator (see attached samples).
31. Club is responsible for obtaining signed Waivers of Liability from GVR club members for club activities that originate on GVR property, but leave GVR property, which the club will retain in its permanent records. (3/4/24) (see attached samples).
32. Club must comply with insurance requirements in the GVR Corporate Policy Manual, available on [www.gvrec.org](http://www.gvrec.org) – *Governing Documents*
33. **No later than February 1** each year, the Club agrees to submit the following documents to GVR:
- a. A list of Club Officers for the current calendar year
  - b. A comprehensive Club Membership Roster. The Club Membership Roster shall include: name and GVR membership number for each Club member
  - c. An equipment/storage inventory list
  - d. An annual financial statement indicating cash on-hand
34. **No later than April 15** each year, the Club agrees to submit the following document to GVR: A copy of IRS Form 990-N e-Postcard or 990 EZ form as required, submitted to the IRS by the Club for the previous calendar year.

The Club President, Officers, and Board of Directors have read and understand this Agreement to retain Club Status and acknowledge that failure to comply with the aforementioned GVR Terms and Conditions risks revocation of its Club Status.

## Signatures

\_\_\_\_\_  
Club President Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Club President – Printed Name

\_\_\_\_\_  
GVR Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
GVR Representative – Printed Name

## Green Valley Recreation, Inc. (GVR) Insurance Overview – GVR Clubs

### Vendor's Insurance

#### Definition

Whenever **payment is made** to any company, small business owner or individual for an event at which they are contracted to work, they are considered a **Vendor**.

*Examples: DJ, Entertainer, Decorator.*

- **Vendors** must provide their own liability insurance coverage for club events.
- **Vendors** must also provide liquor liability insurance coverage if alcohol is served.
- **Vendors** are EXCLUDED from GVR Liability Insurance.
- **Vendors** CANNOT BE ADDED to the GVR Liability Policy.

#### Summary of Requirements – Every Vendor (except GVR Approved Caterers)

Sole Proprietor	Company
Vendor Agreement	Vendor Agreement
COI Liability	COI Liability
Sole Proprietor Waiver	COI Worker's Comp

1. Complete and Sign *Green Valley Recreation, Inc. and its Subsidiaries Vendor Agreement for Insurance and Indemnity for Club Sponsored Events* (copy attached)
2. Certificates of Insurance must be approved by Green Valley Recreation, Inc./ Insurance Broker
3. Sole Proprietor Waiver or COI with Worker's Comp
4. Submit Items above at least one (1) month in advance of club event to GVR Club Liaison.
5. Approval by GVR Chief Operations Officer/Insurance Broker within 2-4 business days.

*Note: Companies that appear on the **GVR-Approved Caterer's list** on the GVR Website have already provided the required insurance document to GVR, so Clubs do not need to request any insurance information.*

### **GVR Club Directors & Officers Insurance “D&O Insurance”**

#### **Definition**

Decisions related to Club and Fiduciary responsibilities of a GVR Club Board of Directors and Officers.

#### **Who is Covered**

Club Directors and Officers, if purchased by the Club from a Commercial Insurance Broker.

### **GVR Club Waivers of Liability for Club Excursions and International Travel**

#### **Definition**

- Club is responsible for obtaining signed Waivers of Liability from GVR club members for club activities that leave GVR property.
- Club shall retrieve the current Waiver of Liability form from the GVR website – Recreation – Clubs –Documents.
- Club shall retain all waivers in the permanent club records.

#### **Who is Covered**

Participants acknowledge they assume all risk associated with outings.



## Vendor Agreement for Insurance and Indemnity for GVR Club Sponsored Events

### Insurance

#### **Certificate of Insurance (COI)**

Certificates of insurance acceptable to Green Valley Recreation, Inc. here and after (GVR) and its subsidiaries and evidencing the following coverage shall be filed with GVR prior to any club event on the GVR premises. The certificate along with the signed copy of this agreement is required prior to the scheduled event. Failure of GVR to identify a deficiency from certificates and forms that are provided by the Vendor shall not be construed as a waiver of the Vendors obligation to maintain such insurance.

#### **1. General Liability**

Commercial General Liability policy written on an occurrence form, insuring Bodily Injury and Property Damage with minimum limits of: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate/\$2,000,000 Products/Completed Operations Aggregate. General Liability coverage shall include a Waiver of Subrogation in favor of GVR and its subsidiaries, and others as required. General Liability coverage must be endorsed to name GVR and its subsidiaries and others as required as Additional Insured(s). The insurance afforded to the Additional Insured(s) is provided on a primary basis without right of contribution from any other insurance available to the Additional Insureds. 10-day notice of cancellation applies.

#### **2. Workers Compensation/Sole Proprietor Waiver**



*Include a COI (or ensure it is included in the COI provided) for Workers Compensation Insurance as outlined below. If vendor is a Sole Proprietor, they must complete the attached **Sole Proprietor Waiver**.*

Workers Compensation Insurance Statutory Limit as required by the laws of the state of AZ in which the Vendor is to perform their work, including a Waiver of Subrogation endorsement in favor of GVR and its subsidiaries. The Employer's Liability limit shall be at least the following limit: \$100,000 Each Accident Disease Policy Limit/Disease Each Employee.

### **Indemnification/Hold Harmless Agreement:**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless GVR and its subsidiaries including their officers and employees and any other entities required to be indemnified by GVR from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Vendors work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property. (2) Is caused in whole or in part by any negligent act or omission of the Vendor or any Sub-subcontractor of vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

Accepted and agreed to by Vendor:

---

Vendor's Full Business Name

---

Authorized Signatory for Vendor

---

Date

---

GVR Club

---

Date of Event



## SOLE PROPRIETOR/SINGLE MEMBER LLC

**Note:** this form applies **only** to Green Valley Recreation, Inc. contractors utilizing Sole Proprietors/Single Member LLC with no employees.

I am not the employee of Green Valley Recreation, Inc. Therefore, I am not entitled to workers compensation benefits from Green Valley Recreation, Inc. I am performing work as an independent contractor for Green Valley Recreation, Inc. I am a Sole Proprietor/ Single Member LLC and I am doing business as (name of Sole Proprietor / Single Member LLC business):

I understand that if I have any employees working for me, I must maintain workers compensation insurance for them.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Be prepared to provide these documents to us upon request in the event of a claim or premium audit.

\_\_\_\_\_  
GVR Club

\_\_\_\_\_  
Date of Event





## **Waiver of Liability for**

### **Club Excursions**

I understand that during outings or activities (off GVR premises) of any and all Green Valley Recreation Inc., Clubs in which I participate under arrangements of the Club and its agents, certain risks and dangers may arise, including but not limited to the hazards of traveling in the wilderness, the forces of nature, accident and illness.

In consideration of the right to participate in these outings and the services provided for me by the Club and its agents, I have and do hereby assume the risk associated with the outings and will hold Green Valley Recreation Inc., Club, and its agents harmless from and defend them against any and all liability actions, suits, claims and demands which could arise out of the outings. This agreement shall serve as a release and assumption of risk for myself and my heirs, administrators, executors, and for all members of my family including any minors accompanying me.

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

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

\_\_\_\_\_  
GVR#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Each member who participates in a club activity that leaves GVR property must sign a **Waiver of Liability for Club Excursions** which the club will retain in its permanent records.*



## Waiver for International Travel

This document constitutes a **waiver** as it relates to participation in international travel to \_\_\_\_\_ (location) planned for \_\_\_\_\_ (date) ("Trip").

Please be advised the Trip is not an endorsed event of Green Valley Recreation, Inc. (GVR) nor any GVR Club and participation is strictly voluntary by the attendee.

This Trip is to a foreign destination, so those traveling may wish to consider procuring other insurance such as accident insurance prior to departure. Additionally, members should check with their respective medical provider with regard to coverage outside of the United States in the event of a medical emergency.

By signing this waiver, you acknowledge your understanding and your agreement to hold harmless GVR, its Clubs, its employees, directors, officers, and agents from any and all liability for losses or damages arising out of or in connection with the Trip. This is a comprehensive limitation of liability that applies to all losses and damages of any kind whether in contract, negligence or other tortious action.

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

\_\_\_\_\_  
GVR#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Form filed date: \_\_\_\_\_

Staff initials/notes: \_\_\_\_\_