



BOY SCOUTS OF AMERICA®  
CAPITOL AREA COUNCIL

**New Chartered Organization  
(community organization)  
TOOL KIT**



A solution for  
United Methodist  
Scouting units



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NEW-UNIT APPLICATION

# NEW-UNIT APPLICATION



**Cub Scouting**

## **Purpose of the Boy Scouts of America**

Its purpose is to promote, through cooperation with other agencies, the ability of youth to do things for themselves and others, and to teach them patriotism, courage, self-reliance, and kindred virtues. In achieving this purpose, emphasis is placed upon its educational program and the oaths and codes for character development, citizenship training, leadership, and mental and physical fitness.

## **Pack**

Cub Scouting is for parents, leaders, and organizations to use with boys and girls who are kindergarten-age through fifth grade.

## **Troop**

Scouts BSA is an educational program filled with fun and adventure that appeals to boys and girls. Youth can be Scouts if they have completed the fifth grade and are at least 10 years old, OR have earned the Arrow of Light Award and are at least 10 years old, OR are age 11 but have not yet reached age 18.

## **Venturing Crew or Sea Scout Ship**

Venturing and Sea Scouting will help your organization meet the needs, desires, and concerns of young adults. Young men and women must be at least 13 years old who have completed the eighth grade, or age 14 and not yet 21.



**Venturing**



**Scouts BSA**



**Sea Scouting**



BOY SCOUTS OF AMERICA®

## A CHARTERED ORGANIZATION

The chartered organization selects one of its members to register as chartered organization representative who may also serve as chair or as unit committee member if needed. All units must have a unit leader and a minimum of five paid youth or program participants. There must be at least three committee members, with one named chair. Packs must have a den leader who should be registered as an adult in the pack. Cub Scout dens must be single gender—all boys or all girls. The chartered organization also provides meeting facilities for the unit. No one may register in more than one position in the same unit, except the chartered organization representative.

**Unit Liability Insurance Fee.** Units are required to pay an annual unit liability insurance fee of \$75. This fee must be submitted with the unit's charter application and will help defray the expenses for the general liability insurance program.

**Chartered Organization Certification.** The executive officer of the chartered organization, by signature, certifies that the organization approves the charter application. The executive officer also certifies that the organization has approved all registering unit adults. The responsibility for approval of unit adults can also be given to the chartered organization representative. The chartered organization certifies that all registered adults: agree to abide by the Scout Oath and the Scout Law, the Declaration of Religious Principle, the policy of nondiscrimination, and the Charter and Bylaws and the Rules and Regulations of the Boy Scouts of America; agree to respect and obey the laws of the United States of America, and to meet age requirements as follows:

- **Packs**—All leaders must be at least 21 years of age except assistants, who must be at least 18 years of age. Lion and Tiger adult partners must be at least 18 years of age.
- **Troops**—Assistant Scoutmasters may be 18. All other adults in the troop must be at least 21.
- **Crews/Ships**—All leaders must be at least 21 years old.

### CHARTERED ORGANIZATION USE OF THE SCOUTING PROGRAM:

1. Chartered organizations must use the Scouting program to accomplish their objectives in a manner consistent with the Bylaws, Rules and Regulations, guidelines, policies, and other publications available on the BSA national website, located at [www.scouting.org](http://www.scouting.org).
  - The Charter and Bylaws of the Boy Scouts of America
  - The Mission of the Boy Scouts of America
  - The Rules and Regulations of the Boy Scouts of America
  - The Scout Oath and the Scout Law, including Duty to God
  - BSA Youth Protection policies and guidelines, including mandatory reporting
  - *The Guide to Safe Scouting*
  - The Sweet Sixteen of BSA Safety
  - Scouter Code of Conduct
  - Chartered Organization Agreement
2. Chartered organizations must utilize the Scouting program to accomplish specific objectives related to one or more of the following:
  - Youth character development
  - Career skill development
  - Community service
  - Patriotism and military and veteran recognition
  - Faith-based youth ministry
3. Chartered organizations must not use the Scouting program to pursue any objectives related to political or social advocacy, including partisan politics, support of or opposition to government action, or controversial legal, political, or social issues or causes.
4. Chartered organizations must not use their chartered organization affiliation or the Scouting brand as a means to imply Scouting's endorsement of the objec-

tives of their organization except with respect to youth development consistent with the goals and objectives of the Scouting program.

5. Chartered organizations must not use the Scouting program to obtain financial support or assistance except as authorized for the chartered unit.
6. To your knowledge, your organization, or anyone currently employed/affiliated with it, has never been investigated for, accused of, or charged with violence or abuse of another; possession, manufacture, or distribution of illegal substances or pornography; or engaged in behavior that may call into question their suitability to work with youth.
7. The Boy Scouts of America requires that all chartered organizations, adult leaders, adult program participants, and youth members subscribe to the Declaration of Religious Principle, or "duty to God," as set forth in the Bylaws of the Boy Scouts of America as follows.

*Clause 1.* The Boy Scouts of America maintains that no member can grow into the best kind of citizen without recognizing an obligation to God. In the first part of the Scout Oath the member declares, "On my honor I will do my best to do my duty to God and my country and to obey the Scout Law." The recognition of God as the ruling and leading power in the universe and the grateful acknowledgment of His favors and blessings are necessary to the best type of citizenship and are wholesome precepts in the education of the growing members. No matter what the religious faith of the members may be, this fundamental need of good citizenship should be kept before them. The Boy Scouts of America, therefore, recognizes the religious element in the training of the member, but it is absolutely nonsectarian in its attitude toward that religious training. Its policy is that the home and the organization

or group with which the member is connected shall give definite attention to religious life.

*Clause 2.* The activities of the members of the Boy Scouts of America shall be carried on under conditions which show respect to the convictions of others in matters of custom and religion, as required by the twelfth point of the Scout Law, reading, "Reverent. A Scout is reverent toward God. A Scout is faithful in fulfilling religious duties. A Scout respects the beliefs of others."

All new organizations applying for a charter must have an approved code issued by the National Council. As a private organization, the Boy Scouts of America is the sole arbiter of

whether it will issue a charter to any organization. The Boy Scouts of America may deny a charter for any reason or revoke a previously issued charter for failure to abide by these guidelines.

#### **YOUR LOCAL COUNCIL THROUGH THE BOY SCOUTS OF AMERICA:**

1. Helps you organize your unit.
  - Provides unit committee with proven and accepted methods to recruit leadership.
  - Outlines suggested procedures to recruit youth.
  - Conducts organization meetings.
  - Shares in approval process for unit leaders.
2. Provides training opportunities for your Scouting leaders.
3. Provides year-round help.
  - Leader roundtables
  - Commissioner service
  - Concerned district personnel
  - Special activities and events
4. Maintains a council service center.
  - Program resources
  - Latest editions of literature
  - Professional staff assistance

### **IMPORTANT INFORMATION**

**Special Interest.** A special-interest code and description should be entered for units with a special interest. Use the following descriptions and codes: Soccer through Scouting—code 0414, and Scoutreach—code 0418. Use one of the following disability codes when registering a unit with a majority of members who have special needs: Mentally Disabled—code 0416 or Physically Disabled—code 0417.

**Who Can Join?** It is the philosophy of Scouting to welcome all eligible youth regardless of gender, race, ethnic background, sexual orientation, or gender identification, who are willing to accept Scouting's values and meet any other requirements of membership.

**Who Can Volunteer?** To be eligible for registration, an adult leader must agree to: subscribe to the Scout Oath; fulfill the obligations of his or her position; and perform his or her duties in accordance with the Rules and Regulations, policies, and guidelines of the Boy Scouts of America. The Boy Scouts of America allows chartered organizations to select adult leaders without regard to sexual orientation, continuing Scouting's long-standing policy of chartered organizations selecting their leaders. This allows Scouting's members and parents to select local units, chartered to organizations with similar beliefs, that best meet the needs of their families. This change also respects the right of religious chartered organizations to continue to choose adult leaders whose beliefs are consistent with their own.

# NEW-UNIT APPLICATION

Print one letter in each space—leave a space between words.

Council No.  District No.—Name  -

Chrt. org. code  Full name of chartered organization

Type of organization  If not for profit, purpose of organization  If religious organization, denomination

Mailing address of chartered organization

City  State  Zip code  -

Physical address of chartered organization, if different  County

City  State  Zip code  -

Website address of chartered organization

Executive officer: First name  Middle name  Last name  Suffix

Gender  Date of birth (mm/dd/yyyy)  Executive officer email address:  Work  Home

Address

City  State  Zip code  -  Phone No.

Boy Pack    Boy Troop    Crew   Unit No.    Effective date (mm/yyyy)  /    Term (months)    Expire date (mm/yyyy)  /   
 Girl Pack    Girl Troop    Ship    Family Pack

Special-interest code—Description  -  100% Scout Life unit

Does your organization agree to the Declaration of Religious Principle?  Yes  No  
 Signature of executive officer  Signature of Scout executive or designee

No.		
<input type="text"/>	Youth registration fees	\$ <input type="text"/>
<input type="text"/>	Leader registration fees	\$ <input type="text"/>
<input type="text"/>	Scout Life fees (\$15 each)	\$ <input type="text"/>
<input type="text"/>	Accident and sickness insurance fees	\$ <input type="text"/>
	Unit liability insurance fees	\$ <b>100.00</b>
	<b>Total fees</b>	\$ <input type="text"/>

Retain on file for three years.

# THE ANNUAL COUNCIL UNIT REGISTRATION AGREEMENT BETWEEN:

Pack(b/f)/Troop(b/g)/Crew/Ship \_\_\_\_\_ and the \_\_\_\_\_ Council, BSA

The purpose of the Boy Scouts of America (BSA) program is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values and principles taught in the Scout Oath and Scout Law. The Local Council provides the support and service necessary to help the unit succeed in its use of Scouting.

## The Local Council agrees to:

### A. Scouting Resources

1. Provide program training, program resources, and other Scouting support services.
2. Provide camping opportunities, administrative support, and professional staff to assist the Unit in developing a successful Scouting program.
3. Provide and facilitate unit-level money-earning (i.e., fundraising) opportunities to support the Unit's activities.
4. Provide recruitment strategies, resources, and materials to help the Unit grow its membership and provide Scouting to the Unit's local community.

### B. Adult Leadership

1. Review and select all adult leaders, and ensure they are willing to accept Scouting's values and meet all other requirements of membership.
2. Determine the number of leaders necessary for Units and confirm that each Unit has the required number of leaders.
3. Submit criminal background checks in accordance with BSA policies and procedures, on all adult leaders and volunteers prior to approving any application to serve. The background check shall comply with all applicable federal and state laws and further comply with any standards that may be developed in accordance with any applicable court order. The Local Council's final Registration of the adult leader or volunteer (a) cannot be accomplished until the requisite background check is completed, and (b) will constitute the Local Council's confirmation that the requisite background check has been completed; by indication of the council designees' signature.
4. Require and track all unit leaders to complete BSA Youth Protection Training.

### C. Financial Services

1. Provide the Unit with the Council EIN and permission to use the EIN to open a bank account in the name of the Unit, which would be managed by the Unit.
2. Provide the Unit with policies and procedures for financial reporting and asset management, and report Unit financial activity as directed by the Local Council.

## The Unit agrees to:

### A. Registration and Administration

1. Organize and maintain an active Unit Committee comprised of at least three members for each Unit.
2. Ensure all adult leaders have an approved criminal background check and have completed BSA Youth Protection Training prior to participation in any Scouting activity.
3. Encourage adult leaders to receive position-specific or other appropriate training made available by the Local Council or BSA.
4. Maintain accurate and timely registration records of all youth and adult members. Use BSA's online registration tools, such as membership leads, online applications, and online re-charter.
5. Coordinate with the Local Council to provide annual joining opportunities to grow the BSA Movement.
6. Ensure that the unit has two-deep leadership at all times.

### B. Program

1. Conduct the Scouting program consistent with BSA Bylaws, Rules & Regulations, handbooks, policies, brand guidelines, etc. See <http://www.scouting.org/about/membership-standards/>
2. Use the Scouting program to accomplish specific objectives related to one or more of the following: faith-based youth ministry, youth character development, career skill development, community service, patriotism, and military and veteran recognition.

3. Abstain from using the Scouting program to pursue any objectives related to political or social advocacy, including partisan politics, support or opposition to government action, or controversial legal, political, or social issues or causes.

**C. Use of Facilities**

1. Secure appropriate facilities for a safe meeting environment for the unit to hold regular meetings to facilitate the aims and methods of the BSA.
2. Return the Facilities to their original condition, subject to reasonable wear and tear, at the end of all Scouting Activities, which includes placing any garbage/waste in appropriate receptacles, returning any items stored on premises to the designated storage area, and removing all other personal belongings.

**D. Assets and Equipment**

1. Be a good steward of the Unit’s resources and comply with the BSA’s Fiscal Policies and Procedures.
2. Apply for and undertake Unit Money Earning Projects in accordance with BSA’s and the Local Council’s guidelines.
3. Actively participate in the Local Council's annual giving campaign and product sales fundraisers (e.g., Friends of Scouting campaign, popcorn, and Camp Card sales).
4. Reimburse the Affiliated Organization for cost of insuring Unit’s assets and equipment, if requested.
5. Follow all Local Council policies and procedures regarding the management of funds. For Unit specific bank accounts, Units will submit annual finance report and other reporting as prescribed by the Local Council.

\_\_\_\_\_

Unit Committee Chair

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Local BSA Council

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## Insurance

The Boy Scouts of America provides Commercial General Liability (GL) and Excess Commercial Automobile Liability (AL) to cover losses or claims asserted or sustained by any Scout, Scouting Unit, member, visitor, volunteer, or any other person, arising out of or in any way connected, directly or indirectly, with Scouting. This insurance covers the Local Council, along with its Officers, Directors, Trustees, Employees, Agents, Members, or Volunteers (collectively, "Protected Parties"). At a minimum, such insurance:

1. GL coverage shall be written on an occurrence basis, with limits of \$7,500,000 each occurrence and \$23,000,000 annual aggregate for the policy year ending March 1, 2023. GL coverage limits are subject to change upon renewal, but at a minimum GL coverage shall be written on an occurrence basis, with limits of \$1,000,000 each occurrence and \$10,000,000 aggregate.
2. AL shall be written on a per occurrence basis, with a \$5,000,000 limit per occurrence as excess of the Local Council's primary AL insurance and any other excess insurance available from other sources; provided however, that the underlying primary AL insurance, and other excess (if any), shall be no less than \$1,000,000.
3. As set forth in the GL policy, shall provide coverage for:
  - Bodily injury, sickness or disease including illness or death of any person.
  - Bodily injury, including physical or sexual abuse, misconduct, or molestation.
  - Personal or advertising injury.
  - Damages caused by physical damage or destruction of tangible property.
  - Contractual liability covering the BSA's obligation to defend, indemnify, and hold harmless the Protected Parties.
  - Punitive or Exemplary Damages coverage equal to that which is provided to BSA entities.

## Resources

Units must use the Scouting program to accomplish their objectives in a manner consistent with the Bylaws, Rules and Regulations, guidelines, policies, and other publications available on the BSA national website located at

[www.scouting.org/about/membership-standards/](http://www.scouting.org/about/membership-standards/)

- The Charter and Bylaws of the Boy Scouts of America
- The Mission of the Boy Scouts of America
- The Rules and Regulations of the Boy Scouts of America
- The Scout Oath and the Scout Law, including Duty to God
- BSA youth protection policies and guidelines, including mandatory reporting
- The Guide to Safe Scouting
- The SAFE Checklist
- Scouter Code of Conduct
- Incident Reporting <https://www.scouting.org/health-and-safety/incident-report/>

### **Scout Mission:**

*The mission of the Boy Scouts of America is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Scout Law.*

### **Scout Oath:**

*On my honor I will do my best to do my duty to God and my country and to obey the Scout Law; to help other people at all times; to keep myself physically strong, mentally awake, and morally straight.*

### **Scout Law:**

*A Scout is trustworthy, loyal, helpful, friendly, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.*

## **Traditional Charter Organization Units Guidelines for Administration 8/26/2021**

Charters for new units may be granted only upon approval of the application in accordance with the guidelines of the Boy Scouts of America. Applications for unit charters, new and renewal, must be issued in accordance with the policies and guidelines of the Boy Scouts of America and may be granted only upon the favorable recommendation of the local council. Prior to approving the renewal of unit charters, the council should determine if the unit is offering the Scouting program in accordance with the Rules and Regulations, policies, and guidelines of the Boy Scouts of America. These Guidelines also include various resources, referenced throughout and provided at the end of this document, to help units administer the Scouting program.

Prior to approval of any new chartered organization, a review must be made as to the general objectives, purpose, character, intent, and programs of the prospective chartered organization and its compatibility with the aims and purposes of the Boy Scouts of America.

**Key leaders for Traditional Charter Organization Units** *(All key leaders should have position specific training)*

**Institutional Head** – The person who leads the charter organization is the Institutional Head. For example, it may be the pastor, priest, or rabbi at a place of worship, the principal at an educational institution, or the president of a local civic organization.

**Chartered Organization Representative** – The Institutional Head appoints an individual to serve as the Chartered Organization Representative, or “COR”, to have direct contact between the unit and the Chartered Organization. COR’s are also members of the district committee and voting members of the local council. The COR is responsible for appointing the unit committee Chair for the unit committee.

**Committee Chair** – The Committee Chair must be approved by the IH and the COR. The Committee Chair oversees the unit account and appoints the unit treasurer, adhering to the BSA Fiscal Policies and Procedures and Unit Money Earning Guidelines. The Committee Chair, with the support of the committee, is responsible for ensuring safe program practices and helps recruit other unit positions per BSA guidelines.

**Unit Committee** – Each chartered unit must be supervised by a unit committee consisting of three or more qualified adults, 21 years of age or older and selected by the Charter Organization. One member of the committee must be designated Chairperson. The unit must be operated under the guidance of the unit committee and in accordance with the Rules and Regulations, policies, and guidelines of the Boy Scouts of America.

**Unit Treasurer** – The Unit Treasurer handles all unit funds and secures proper authorizations for the unit. The Unit Treasurer pays bills, supervises money-earning projects, and reports back to the Unit Committee on the receipt and application of funds at each meeting.

**Unit Program Leaders** – Two registered adult leaders 21 years of age or over must attend all Scouting activities, including meetings. A registered adult female leader must attend any activity

involving female youth. In addition, age- and program-appropriate supervision must always be provided at Scouting activities.

In Cub Scouting, units may have a separate pack for boys or girls, or separate dens for girls and dens for boys in the same pack. A pack may also opt to be a Family Pack, where it contains both all boy dens and all girl dens within their Family Pack environment. In the case of troops, separate troops for boys and girls are required.

The chartered organization must select its COR and must approve unit leaders. The local council must process unit leader applications submitted on the proper form in accordance with guidelines established by the Boy Scouts of America. All units must be operated in accordance with the applicable policies and guidelines of the Boy Scouts of America.

### **Managing Unit Finances for Traditional Charter Organization Units**

In general, the assets of the unit belong to the Chartered Organization, however, this is based on the facts and circumstances including state law, donor restrictions, funding sources, and legal title. Unit leadership will work with the Charter Organization to manage unit finances and property in accordance with the fiscal policies of the Boy Scouts of America and the Charter Organizations. Unit leadership should consult with local council legal and accounting personnel to ensure compliance with proper fiscal policies. See [https://www.scouting.org/wp-content/uploads/2021/05/Fiscal\\_Policies\\_and\\_Procedures\\_for\\_BSA\\_Units\\_20210513.pdf](https://www.scouting.org/wp-content/uploads/2021/05/Fiscal_Policies_and_Procedures_for_BSA_Units_20210513.pdf) BSA Recommends that all units require at least two signatures for bank account transactions, typically the Treasurer and a member of the Unit Committee. Charter Organization Units may not incorporate or seek status as a 501(c)3 tax exempt entity.

### **Annual Unit Charter Fee for Traditional Charter Organization Units**

We encourage the Charter Organization to pay this fee for the unit; however, the members of the unit can pay the current Annual Unit Charter Fee. Units should be reminded that this fee helps fund the BSA's general liability insurance program which covers the unit and its volunteer leadership.

Council-sponsored unit money-earning opportunities, such as popcorn, can help offset the Annual Unit Charter Fee and other registration fees.

## **Resources**

Units must use the Scouting program to accomplish their objectives in a manner consistent with the Bylaws, Rules and Regulations, guidelines, policies, and other publications available on the BSA national website located at [www.scouting.org/about/membership-standards/](http://www.scouting.org/about/membership-standards/)

- The Charter and Bylaws of the Boy Scouts of America [www.scouting.org/about/membership-standards/](http://www.scouting.org/about/membership-standards/)
- The Mission of the Boy Scouts of America <https://www.scouting.org/about/>
- The Rules and Regulations of the Boy Scouts of America [www.scouting.org/about/membership-standards/](http://www.scouting.org/about/membership-standards/)
- The Scout Oath and the Scout Law, including Duty to God <https://www.scouting.org/about/>
- BSA youth protection policies and guidelines, including mandatory reporting <https://www.scouting.org/training/youth-protection/>
- Fiscal Policies and Procedures [https://filestore.scouting.org/filestore/financeimpact/pdf/fiscal\\_policies\\_and\\_procedures\\_for\\_bsa\\_units.pdf](https://filestore.scouting.org/filestore/financeimpact/pdf/fiscal_policies_and_procedures_for_bsa_units.pdf)
- Application and Guide to Unit Money-Earning Activities <https://filestore.scouting.org/filestore/pdf/34427.pdf>
- The Guide to Safe Scouting <https://www.scouting.org/health-and-safety/gss/>
- SAFE Checklist <https://www.scouting.org/health-and-safety/safe/>
- Scouter Code of Conduct <https://www.scouting.org/health-and-safety/guidelines-policies/>
- Incident Reporting <https://www.scouting.org/health-and-safety/incident-report/>

## Facility Use Agreement

### Instructions for Using this Agreement Form

- Complete the table at the top of the form with the necessary information, namely:
  - “Licensor” should be the name of the legal owner of the building or property covered by the agreement
  - “Facility” should contain a description and the street address of the property or building
  - The “Restricted Area” should contain a description of those areas, if any, within the Facility that the Licensee is not authorized to access or use
  - “Licensee” should be the name of the local council, not an individual unit or person.
  - “Licensee Address” should be the street address of the local council’s main office.
  - Each “Primary Contact” field should contain the name and phone number of the person who each party designates to be the main point of contact for the other party.
- In Section 2, in the spaces provided, insert the date and time when Licensee’s right to use the Facility would begin and the date and time when the Licensee’s right to use the Facility would end.
- In Section 3, in the spaces provided, insert the total dollar amount that the Licensee would pay to the Licensor for use of the Facility and the date when payment would be due. If the Licensor requires an up-front deposit, insert that amount and the due date in the spaces provided. If no up-front deposit is required, insert “0” in the space provided.
- The Licensee, including individual units, may only use the Facility to host Scouting meetings and related activities and is responsible for providing all personnel, equipment, and supervision. The Licensor is not obligated to provide any personnel, programming, supervision or other services.
- Licensee must provide evidence of general liability insurance by way of a certificate naming the Licensor as an “additional insured”, not merely a certificate holder. Contact the BSA’s Risk Management department to request a certificate of insurance for the Licensor.
- The agreement must be signed by Scout Executive, Director of Field Service or Director of Support Services. Volunteers may not sign the agreement on behalf of the local council.

## Facility Use Agreement

Licensor:	Licensee:
Facility Description and Address:	Licensee Address:
Restricted Area(s), if any:	
Primary Contact with Phone Number:	Primary Contact with Phone Number:

This Facility Use Agreement (“**Agreement**”) is between the Licensor and Licensee named above. Licensor owns and/or operates the facility identified above (the “**Facility**”) and desires to grant Licensee a license to use the Facility during the Term on the terms and conditions set forth herein for the purpose of hosting Scout meetings and operating other Scouting-related activities (the “**Purpose**”).

For good and valuable consideration, the Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee and its individual units (i.e., dens, packs, troops, crews) a non-transferable, non-exclusive, limited right to access and use the Facility identified above (not including the Restricted Area(s), if any) during the Term on the terms and conditions hereof, and Licensee hereby accepts such license. Licensee’s use of the Facility shall be limited to the Purpose.

2. Licensee’s right to access and use the Facility begins at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_ (the “**Start Date**”) and ends at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_ (the “**End Date**”, and together with the Start Date, the “**Term**”). Licensee may terminate this Agreement any time for any reason (or no reason).

3. In exchange for the right to access and use the Facility, Licensee will pay Licensor the sum of \$ \_\_\_\_\_ (the “**Rental Fee**”). A non-refundable deposit of \$ \_\_\_\_\_ will be due no later than \_\_\_\_\_, and the balance of the Rental Fee will be due no later than \_\_\_\_\_.

4. Licensee shall use reasonable care to preserve and protect the Facility from damage and to leave the Facility in substantially the same condition as when delivered by Licensor, reasonable wear and tear excepted. Licensee will be responsible for the reasonable costs to repair damages to the Facility caused by Licensee’s use under this Agreement, not including reasonable wear and tear.

5. Licensee has inspected and accepts the Facility “as is” in its current condition. Licensor makes no representations or warranties with respect to the condition of the Facility or its suitability for any particular purpose. Licensee understands that due to the nature of the Facility, it may not accommodate persons with certain disabilities. Licensee is responsible for providing all disability accommodations necessary for its guests and invitees.

6. Licensee will procure and maintain throughout the Term commercial general liability insurance with coverage limits of no less than a combined single limit of \$2,000,000 and including coverage for bodily injury, property damage liability, and contractual liability. Licensor will be named as an additional insured under such policy and receive a certificate of insurance prior to the Start Date as evidence that Licensee meets the foregoing insurance requirement.

7. Licensee’s use of the Facility shall comply with all applicable local, state and federal laws and regulations. Licensee will furnish all equipment, materials, and resources required, and adequate supervision necessary for the safe and efficient operation of, the Licensee’s meetings and related activities. Licensee agrees to abide by Licensor’s rules and guidelines applicable to the Facility of which Lessee is made aware in writing.

8. Licensee will defend, indemnify and hold harmless Licensor and its employees, directors, officers, contractors and agents from any and all claims, liabilities, losses, damages, and other costs and expenses, including reasonable attorneys’ fees, investigative costs, court costs (collectively, “**Losses**”), arising out of Licensee’s use of the Facility, except to the extent such Losses are the result of Licensor’s negligence or intentional misconduct or a condition of the premises not caused by Licensee. This indemnification obligation shall survive the termination of this Agreement.

9. Licensor shall not promote or exploit Licensee’s use of the Facility for the purpose of, or name Licensee in connection with any, political or social advocacy conducted by Licensor, including partisan politics, support or opposition to government action, or controversial legal, political, or social issues or causes.

10. This Agreement is governed by and will be construed in accordance with laws of the state where the Facility is situated. This Agreement represents the entire agreement between the parties concerning the subject matter herein and may not be modified or amended unless such modification or amendment is made in writing and signed by both parties. Each party hereto represents and warrants that the person executing this Agreement on such party’s behalf is duly authorized to do so. Any provisions of this Agreement found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provision.

**ON BEHALF OF LICENSOR:**

By (signature): \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**ON BEHALF OF LICENSEE:**

By (signature): \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Scout Executive or designee

## FISCAL POLICIES AND PROCEDURES FOR CAPITOL AREA COUNCIL UNITS

### Current Unit Registration Options

- **Charter Organization Units:** Assets of the unit generally belong to the Charter Organization and are managed by the unit.
- **Council Registered Units:** Assets of the unit generally belong to the Council and are managed by the unit.
- **UMC Affiliated Units:** Assets of the unit generally belong to the Council and are managed by the unit.

### Tax Exempt Status

- **Charter Organization Units:** Charter organizations vary widely, but the tax status of your unit is usually the same as that of your charter organization.
- **Council Registered Units:** Units properly registered, and using the council EIN for banking purposes, are generally tax exempt. Consult your local council for instructions and policies.
- **UMC Affiliated Units:** Units properly registered, and using the council EIN for banking purposes, are generally tax exempt. Consult your local council for instructions and policies.
- **Group Exemption:** Units cannot be included on BSA's group exemption. Only local councils and local council trusts are permitted by the IRS.
- **State Sales Tax Exemption:** Contact Capitol Area Council for authorization for Council Registered Units and UMC Affiliated Units. Chartered Organization Units will need to contact their respective Chartered Organization.
- **Disclaimer:** Many units have their own EIN, but this does not equate to tax exempt status. Units should not incorporate or seek tax exempt status.

### Unit Banking

- **Checking Accounts:** Unit funds should be deposited in a checking account that requires two signatures, typically the Treasurer and a member of the Unit Committee.
  - o **Charter Organization Units:** Contact your charter organization for permission to use their EIN and direction on who to use as the responsible party. As an alternative, many councils allow units to deposit funds in custodial accounts in the council service center.
  - o **Council Registered Units:** Contact your new council appointed IH or COR for assistance obtaining the council EIN and direction on who to use as the responsible party. Council Registered Units previously using separate bank accounts through a Charter Organization should close those accounts and follow the local council policies for a new account. Council registered units may deposit funds in custodial accounts at the Council Service Center. Capitol Area Council will require an annual reporting of unit banking information due at re-charter. (see attached form)
  - o **UMC Affiliated Units:** Contact your new council appointed IH or COR for assistance obtaining the council EIN and direction on who to use as the responsible party. UMC Affiliated Units previously using separate bank accounts through a Charter Organization should close those accounts and follow the local council policies for a new account. UMC affiliated units may deposit funds in custodial accounts at the Council Service Center. Capitol Area Council will require an annual reporting of unit banking information due at re-charter. (see attached form)

### Equipment Insurance (For Council Registered Units and UMC Affiliated Units Only)

All equipment should be insured with appropriate liability, casualty, and property coverage. Capitol Area Council will require an annual reporting of equipment greater than \$5,000.00 due at re-charter. (see attached form) The charter organization or local council may assess a fee to the unit for providing insurance coverage and the unit should, in compliance with the Guide to Safe Scouting materials, regularly inspect all vehicles and trailers.

## Dissolution of Unit

The unit committee shall apply unit funds and property to the payment of unit obligations.

- **Charter Organization Units:** Surplus funds should be turned over to the charter organization to be used for Scouting purposes.
- **Council Registered Units:** Surplus funds should be turned over to the council.
- **UMC Affiliated Units:** Surplus funds should be turned over to the council.

## Fundraising

- **BSA Unit Money-Earning Applications:** Approval must be given by the charter organization and the council for all unit fundraising.
- **Soliciting Gifts:** As gifts to units are generally not tax deductible, units should not solicit gifts. Anyone can contribute to a unit, but the donor would not receive a charitable deduction. Gifts made to councils or Charter Organizations cannot be passed through to the unit.
- **Scout Accounts:** Scouts can credit a reasonable amount of funds earned toward their Scouting expenses. Scouts cannot use funds earned for any non-Scouting purposes and cannot take the money with them if they leave Scouting.
- **Council Fundraising-** The Capitol Area Council annually holds a popcorn sale. This sale is an excellent opportunity for Scouts to “pay their own way”. Capitol Area Council encourages all of our units to participate.

## PayPal/Venmo

- Capitol area Council does not utilize paypal/venmo for collecting of any fees. Units can utilize these vendors to collect **UNIT specific fees**.
- PayPal can be used to accept unit payments. PayPal account instructions are available here: <https://help.scoutbook.scouting.org/knowledge-base/paypal-payment-utility-sb/>
- As of January 1, 2022, the IRS introduced new reporting requirements for payments received for goods and services, lowering the threshold to \$600. Third party settlement organizations, such as PayPal and Venmo, will be required to provide customers with a 1099-K form if they receive \$600 or more in goods and services transactions during the 2022 tax year. Charter Organization Units and Council Registered Units utilizing PayPal or Venmo should ensure they are using appropriate EINs and following all policies and procedures. Parents of/Groups of Citizens Units should consult their own tax advisors.



BOY SCOUTS OF AMERICA®  
CAPITOL AREA COUNCIL

November 7, 2018

To: Frost Bank

From: John Doe, Scout Executive

RE: Bank Account Information for Troops in XYZ Council, Boy Scouts of America

I am writing to request that the bank account in the name of XYZ Council, Boy Scouts of America Troop 0000 be closed.

Please transfer any remaining funds to:

XYZ Council, Boy Scouts of America Troop 0000  
Attn: Name  
Street Address  
City, ST Zip  
(area code) phone number

Thank you for your cooperation.

Sincerely,

<insert signature>

John Doe  
Scout Executive

cc: Council President  
Council Commissioner







## **BSA General Liability Insurance Coverage for Chartered & Affiliate Organizations**

The BSA provides primary general liability insurance coverage for **all** chartered organizations and affiliate organizations on file with the BSA for liability arising out of an official Scouting activity of a traditional Scouting unit. The BSA insurance coverage is consistent for all affiliate and chartered organizations.

This coverage provides primary general liability coverage for registered volunteer Scouters with respect to claims arising out of official Scouting activities, which are defined in the insurance policy as activities that are consistent with the values, Charter and Bylaws, Rules and Regulations, operations manuals, and applicable literature of the Boy Scouts of America. This insurance coverage responds to allegations of negligent actions by third parties that result in personal injury or property damage claims and provides protection for Scouting units and chartered/affiliate organizations on a primary basis.

The BSA general liability insurance program provides volunteers, chartered organizations, and affiliate organizations additional excess coverage for automobiles above a local council's automobile liability policy or a volunteer's or chartered/affiliate organization auto or watercraft liability policy. The owner's vehicle or watercraft liability insurance is primary. The excess insurance, whether it is the local council auto or BSA general liability, is available only while to the extent the vehicle or watercraft was in the actual use of a Scouting unit and being used in connection with an official Scouting activity.

The insurance provided to unregistered Scouting volunteers through the general liability insurance program is excess over any other personal insurance the volunteer might carry, usually a homeowners', personal liability, vehicle, or watercraft policy.

The current primary insurance provides \$1M/occurrence, \$10M/aggregate. The first excess policy is \$6.5M/occurrence, \$13M/aggregate. There are additional excess policies in place that provides coverage for Charter Organizations and Affiliation Organizations.

A Certificate of Insurance can be provided by the local council.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	<b>CONTACT NAME:</b> Laura Craig <b>PHONE (A/C, No, Ext):</b> 972-770-1402 <b>FAX (A/C, No):</b> 972-770-1699 <b>E-MAIL ADDRESS:</b> laura.craig@marshmma.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Evanston Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Boy Scouts of America, National Council and All of its affiliates and subsidiaries 1325 West Walnut Lane Irving TX 75038	BSALFLCA	<b>NAIC #</b> 35378

**COVERAGES**

CERTIFICATE NUMBER: 1631977340

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY   <input type="checkbox"/> PRO-JECT   <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			V3P0009136	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY   <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY   <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>   <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b>   <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$			V3XEC0009135	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 6,500,000 AGGREGATE \$ 13,000,000 \$ PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only of the limits of liability specified in such contract for the event specified. Primary and Non-Contributory applies as required by written contract or agreement. Waiver of Subrogation applies when required by written contract or agreement. Sexual Molestation coverage is incorporated in the policy and addressed by endorsement and is subject to the policy period, terms, limits and conditions of the policy. Certificate holders include directors, officers, agents, owners, volunteers, mortgagees and landlords as required by written contract or agreement.

For: All Official Scout Activities

**CERTIFICATE HOLDER****CANCELLATION**

The United Methodist Church

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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