

# MINNESOTA SKI HAWKS, INC

## POLICIES AND GUIDELINES

**Revised:** 02/04/2019

**Approved:** 02/19/2019

The following Policies and Procedures are not part of the Club's By-Laws and may be amended as deemed necessary, to assure smooth operation of the Club, by a majority vote of the Board of Directors.

### I. OPERATING POLICIES AND PROCEEDURES

1. Guidelines should be regularly updated by each Director regarding the duties of their office, and submitted for review and approval of the Board of Directors.

### II. TRIP / EVENT POLICES

1. **Multiple Proposals:** All major trip destinations sponsored and run by the Club have a minimum of two independent proposals from different tour operators if used. Exceptions can be accepted at the discretion of the majority of Board of Directors.
2. **Participants:** All persons participating in a major trip sponsored by the Club and endorsed by the MSC must be a member in good standing of the Club or any MSC affiliated club.
  - a. If a trip or event is sponsored solely by the Club, then every participant must be a member in good standing of the Club, as described in Article III of the Club's By-Laws.
3. **Payment and Wait List:** On all trips and events run by the Club, the following will apply
  - a. All payments for trips and events are to be sent directly to the Treasurer.
  - b. A minimum deposit amount as determined by the Trip Director(s) and the Board of Directors will be required to reserve a place on any trip or event.
  - c. The balance is to be paid as set forth in the final published trip payment plan. If payments are not received when specified, the participant risks losing his/her spot on the trip and may be subject to cancellation fees.
  - d. A **wait list** will be established only after the trip is completely filled. Full payment plus any applicable transfer fees incurred will be required from individuals on the wait list. Payment may be held until an opening occurs on the trip.
4. **Trip Cancellation Policy**
  - a. If an individual cancels or is removed from the trip / event before the departure date, the individual will be refunded all funds paid, except nonrefundable costs\* and an appropriate cancellation fee as follows:
    - 1) Cancellation more than 60 days before the date of departure of the trip will be subject to a cancelation fee set by the Trip Leader in conjunction with the Trip Director.
    - 2) Cancellation 60 – 31 days before the date of departure of the trip will be subject to a \$50 cancelation fee.
    - 3) Cancellation 30 days or less before the date of departure of the trip will be subject to a \$100 cancelation fee.
    - 4) The canceling individual may avoid a cancelation fee by finding another individual to purchase their spot on the trip or event. The Canceling individual will still be responsible for any nonrefundable costs\*.

- 5) Other
  - a) Trip leaders may, but are not required to assist those canceling find replacements
  - b) The cancellation fee plus nonrefundable costs shall not exceed the cost of the trip / event.
  - c) Individual cases regarding cancellation policies may be appealed to the Board of Directors. Decisions by the Board of Directors are final.
- b. If at any point the trip is canceled, all funds will be returned, including the deposit less any nonrefundable costs\* incurred by the Club.
- c. \*Nonrefundable costs may include but are not limited to air and ground transportation, accommodations, food purchases, lift tickets/activity passes, etc.

#### 5. Trip / Event Leader Compensation

- a. **Western/major trips & events:** Major trips/events should be priced to allow the trip leader to receive a full comp, provided the trip meets or exceeds minimum participation level as dictated by the tour provider. Partial reimbursements can be considered with approval by the Board of Directors. If the trip has a co-chair, each co-chair would receive ½ the full comp rate. They will be responsible for the remaining portion of the trip costs.
- b. **Weekend trips/events:** Weekend trips should also be priced to allow the trip leader to receive a full comp for the trip/event. Partial reimbursements can be considered with approval by the Board of Directors. If the trip has a co-chair, each co-chair would receive ½ the full comp rate.
- c. **Single day/night events:** For single day/night events in which a financial obligation is needed, the event leader should receive a full comp, provided the event closed with a positive balance sufficient for the reimbursement. Partial reimbursements can be considered with approval by the Board of Directors.
- d. **Cost Reimbursement:** If an event leader incurs a reasonable out of pocket expense for the benefit of a Club event, that expense will be reimbursed by submitting a request with receipt to the Treasurer.

#### 6. Conduct: All participants in Club Trips / Events shall conduct themselves appropriately.

- a. Any trip or event leader, bus driver, bus captain, travel agent representative or other person of authority have the right to remove any person from any trip or event at any time if they break any law or rule which may imperil the trip for other participants.
- b. Illegal substances are strictly prohibited on any Club sponsored or endorsed trip. Possession of such materials will subject that person to immediate removal. The person's membership in the Club shall be automatically terminated.
- c. Any persons removed from a trip or event will be responsible for their own further transportation.
- d. Any Standard or Associate Member who conducts him / herself in such a manner as to:
  - 1) Flagrantly disgrace or embarrass the Club,
  - 2) Excessively abuses alcohol or marijuana where legal, to the point of becoming a liability and/or imperiling the trip for other participants,
  - 3) Performs any illegal or unlawful act while attending any event or trip sponsored by the Club, the person's membership in the Club will be automatically terminated.
  - 4) Behaves in a manner considered inappropriate as deemed by the event leader or any member of the Board of Directors in attendance ,

May be:

- 5) Issued a warning
  - 6) Removed from the trip
  - 7) Be reported to law enforcement authorities if appropriate
- e. All incidents are to be reported to the Board of Directors for review. At its discretion, the Board of Directors will determine any necessary disciplinary action that shall include, but not be limited to:
- 1) Standard Members:
    - a) A temporary suspension of membership
    - b) Termination of membership.
    - c) Prohibition from participating in Club events / trips for a period of time deemed appropriate by the Board of Directors.
  - 2) Associate Members:
    - a) Prohibition from participating in Club events / trips for a period of time deemed appropriate by the Board of Directors.
    - b) Notify in writing, the Board of Directors of the Associate Member's club of any action taken by the Club with respect to the Associate Member, pursuant to the policies in this Article.
- f. In the event a Standard Membership is terminated, or other action taken is taken of a Standard or Associate member, the affected member will not be allowed to participate in future Club events / trips without first appearing in person before the Board of Directors to request reinstatement.
2. **Exclusion:** The Board of Directors has the right to limit or exclude any Standard, Associate or Non-member's participation in any Club trip / event, when in the Board of Directors' sole discretion, it reasonably believes that such participation will be detrimental to the wellbeing, safety or otherwise cause undue hardship to; the Club as a whole, its Board of Directors, any individual Standard Members, Associate member or Non-member participant, including those subject to exclusion

## II. ALCOHOL POLICY

As a general policy, the Club will not use Club funds to purchase alcoholic beverages for members in the regular course of a trip / event.

Exceptions can be approved by majority vote of the Board of Directors where:

1. The Club has arranged to purchase no more than two (2) alcoholic beverages per member from a licensed vendor of on-sale alcohol by way of drink tickets, where the cost of the tickets is included in the event cost. An example would be the MSC Winter Carnival where drink tickets are included with dinner.
2. The Club is an indirect sponsor of an event where any alcoholic beverages are ultimately provided by others. For example, the MSC Winter Carnival Wine and Cheese Party or a western trip's welcome reception paid for by the resort or trip vendor.
3. No more than one (1) drink is provided at any trip apre' ski party, where the cost of the drink is covered by excess trip revenue paid by the participants and where the operation of vehicles will not occur.