



# bearcroft

## **BEARCROFT SWIM AND TENNIS CLUB BYLAWS**

### **Article I. NAME & OFFICE**

Bearcroft Swim Club, Inc., shall be known as "Bearcroft Swim and Tennis Club" and herein referred to as the "Club" in this document. The principal office of the Corporation shall be located at 280 Pike Avenue, City of Attleboro, County of Bristol, Commonwealth of Massachusetts. The mailing address for all correspondence to the Club shall be Bearcroft Swim and Tennis Club, PO Box 935, Attleboro, MA 02703.

### **Article II. PURPOSE**

This Club is organized for the purpose of providing to its members and their families, healthful group recreational activities with a particular emphasis on swimming and tennis facilities. The purpose of the Club shall not be for business or profit, but to provide and operate recreational facilities. The Club shall not be controlled by or under common control of any organization and no part of the net earnings of the Club shall inure to the benefit of its members, directors, officers, contributors or other private individuals.

It is the intention of the members of the Club in adopting these bylaws to operate the Club under the provisions of the Internal Revenue Code pertaining to nonprofit organizations, specifically section 501(c)(7).

## **Article III. MEMBERSHIP**

### ***Section 3.01 Classes of Memberships and Qualifications***

The memberships of the Club shall be divided into the following classes and qualification for each membership is detailed as follows:

- A) Family
  - Three (3) or more members residing in the same household consisting of:
    - One (1) Head of Household
    - Two (2) or more immediate family members: Spouse, Significant Other, or Children under 25 years of age
  - Bond required
  - Voting privileges if an Active Member as defined by Section 3.02
- B) Plus One
  - Two (2) members residing in the same household consisting of
    - One (1) Head of Household
    - One (1) immediate family member: Spouse, Significant Other or any Child under 25 years of age
  - Bond required
  - Voting privileges if an Active Member as defined by Section 3.02
- C) Single
  - One (1) member over the age of 18
  - Bond required
  - Voting privileges if an Active Member as defined by Section 3.02
- D) Associate Member
  - One (1) or more family members residing in the same household (refer to above definitions for Family, Plus One, or Single memberships)
  - No Bond required, membership renewed on a year-to-year basis
  - No voting privileges
- E) Tennis Associate
  - One (1) person
  - Allowed access to tennis facilities only
  - No Bond required, membership renewed on a year-to-year basis
  - No voting privileges

Age restrictions are effective as of May 1 each year. Dues associated with each class are detailed in Article XIII.

### ***Section 3.02 Status of Memberships***

The status of memberships is detailed as follows:

- A) Active Member: Bonded or Associate member who does not have any outstanding financial debts or disciplinary actions levied against them.
- B) Inactive Member: Bonded or Associate member who has outstanding financial debts or disciplinary actions levied against them; and member(s) on a Hardship Leave of Absence as defined by Section 3.05. All inactive members shall not have access to the Club. Further, bonded inactive members shall not have voting

rights. The Board of Directors may convert an Inactive Member to Active status upon payment of outstanding financial debts in accordance with Section 8.08.

- C) Former Member: A past member who has resigned pursuant to Section 3.07, or had their membership terminated pursuant to Section 3.08. Former members do not have voting privileges or access to the Club (except as a Guest of an Active Member).

“Financial debts” are defined for purposes of Section 3.02 as outstanding dues, bond payments, fees as set forth in Article XIII or other liabilities due to the Club.

### **Section 3.03 Admission**

All applications for membership shall be submitted to the Membership Acquisition Committee. A nonrefundable application fee must be paid with the signed application. This fee is set in Article XIII. The applicant will take his/her place on the waiting list in order of the date received. When there is an opening in the Club membership, the first person on the waiting list will be offered membership. If the offer of membership is declined, the applicant may either go to the bottom of the waiting list (one time only), or be removed from the waiting list.

The total membership shall not exceed two-hundred thirty-one (231), comprised of all classes of memberships, including the President, and associate members are limited to no more than 50 or 25% of the total membership. The total membership and associate member levels may be amended at an Annual Meeting or Special Meeting called by the Board of Directors at which a quorum of active members with voting privileges is present and a majority of active members with voting privileges votes affirmatively to amend the total membership.

An automatic membership will be offered in a family when a family member no longer domiciles in the household, becomes 25 years of age, and/or marries if that family member meets the financial obligations of their chosen membership class, including bond requirements, if applicable, prior to the opening of the Club the next season.

Upon admission, the Financial Manager shall provide the member-elect access to the bylaws and rules of the Club, and upon subscribing to same and paying the required fee for the membership and dues provided in Article VIII (dues to be prorated, if applicable), the member elect shall be entitled to all rights of an Active Member.

Any member-elect not complying with the foregoing requirements within a period of ten (10) days from notification of their election, shall be considered as having declined membership.

### **Section 3.04 Non-Transferability of Membership**

Membership bonds shall not be transferable and shall contain an appropriate notation to that effect.

### **Section 3.05 Hardship Leave of Absence**

An active member may assume an "Inactive" status upon approval of such request by a majority of the Board of Directors. Said request, in writing, to the Board shall be received **no**

**later than the May 1**, prior to that season's Club opening. A member may not take a hardship leave of absence for more than two seasons in total, throughout their membership tenure. Inactive memberships shall not count toward authorized membership levels.

Any member accepted for inactive membership status has no access to the Club during their time as an inactive member. The member takes over the first place on the waiting list and will be readmitted for the next season if an opening occurs. If, for whatever reason, the member declines activation of his/her membership when an opening becomes available, his/her membership will be resigned according to Section 3.07. An inactive member will not be required to pay annual dues or any assessments.

Further, an inactive bonded member shall retain his/her bond and is required to pay any bond increases, but shall have no voting rights while on inactive status.

### **Section 3.06 Conversion of Membership**

Any member of any class may request conversion from one membership class to another of lesser value **no later than May 1**. If conversion is not received by May 1, membership will assume renewed at the existing class for the upcoming season. Member will be responsible for payment of dues by, the earlier of, June 1, or the date the Club opens for the season. Members who request to convert from one class to another after May 1 will be considered on a case-by-case basis by a majority vote of the Board of Directors. In the case of conversion from one membership class to another, dues will not be prorated.

### **Section 3.07 Resignation of Membership**

Any member of any class may request resignation from the Club **no later than May 1**. If resignation is not received by May 1, membership will assume renewed at the existing class for the upcoming season.

A member desiring to resign shall submit a signed letter of resignation along with their original Bond Certificate (not applicable to Associate memberships) to the Club. If the original Bond Certificate is not available, a fee will be applied to the member's account. This fee is set in Article XIII. Members are obligated to ensure all outstanding debts have been paid prior to resignation. Upon receipt of resignation by the Club and verification of zero balance, member will be notified via e-mail and placed on the bond refund list.

In the event, upon resignation of membership, the member has outstanding debts to the Club, the entire former member's indebtedness to the Club shall be a lien upon and charged against his/her membership bond and the membership bond may be taken over by the Club to satisfy such indebtedness. In case of the enforcement of a lien, as herein provided, neither the signature of the holder nor the delivery of the membership bond shall be requisite to perfect the transfer to the Club, or to a new member; and the Treasurer of the Club is hereby authorized as the attorney of the holder of such membership bond to make such transfer. Every membership bond issued is expressly subject to the provisions of this section.

### **Section 3.08 Termination of Membership**

Any member of any class may, for cause and after having been given an opportunity for a hearing with the Board, be suspended for a period not to exceed three (3) months by a two-thirds (2/3) vote of the Board of Directors present at any meeting thereof, or expelled by a three-fourths (3/4) vote of the entire membership of the Board. Cause for suspension or

expulsion shall, in general, consist of violation of the bylaws or rules of the Club, or for unbecoming conduct, and such member shall be served with notice of all charges against him/her. A written report of such suspension, containing reasons thereof, shall be submitted to the member within twenty-four (24) hours of suspension.

Upon expulsion, the membership shall be forfeited together with all rights, interests, and fees or dues paid into the Club. If such fees or dues are yet to be paid at time of expulsion, the right of offset explained below is applicable.

Upon cessation of membership for termination, the entire former member's indebtedness to the Club shall be a lien upon and charged against his/her membership bond; and the membership bond may be taken over by the Club to satisfy such indebtedness. In the event of the Club being unable to obtain possession of the membership bond, it may be cancelled on the books of the Club. In case of the enforcement of a lien, as herein provided, neither the signature of the holder nor the delivery of the membership bond shall be requisite to perfect the transfer to the Club, or to a new member; and the Treasurer of the Club is hereby authorized as the attorney of the holder of such membership bond to make such transfer. Every membership bond issued is expressly subject to the provisions of this section.

## Article IV. MEETINGS

### ***Section 4.01 Annual Meeting***

The Annual Meeting shall be for the purpose of electing Directors, presenting Committee reports, and transaction of such business as may be indicated in the notice or may be brought before it.

The Annual Meeting shall be held no later than March 1 in each year, at such place and time as the Board of Directors may determine.

Notice of the Annual Meeting shall be given to the active bonded members at least fifteen (15) days prior thereto.

### ***Section 4.02 Additional Meetings***

Special meetings, for specific purposes of the Club, may be called by the Board of Directors. In addition, upon the written request of ten percent (10%) of the total active bonded membership to the Secretary stating the purpose thereof, a special meeting shall be called by him/her within fifteen (15) days of notification, such notice to be mailed within five (5) days of said request.

### ***Section 4.03 Notice***

Whenever in these bylaws a notice, letter, bill or other correspondence (collectively a "Notice") is required, delivery of said Notice may be given by U.S. postal service, any recognized delivery service or electronically via email.

### ***Section 4.04 Quorum***

10% of the active bonded members, present in person, or represented through written, validated proxies, shall constitute a quorum at all Club meetings unless otherwise stated herein.

### ***Section 4.05 Majority Action***

Unless specified otherwise by these bylaws, all matters including the election of the Board of Directors shall be decided by a majority vote of the active bonded members of membership classes entitled to vote as determined in Section 3.01. Each active bonded membership constitutes one vote, to with: one vote per bond. Any active bonded member may be represented by proxy if not able to attend in person. Voting may take place verbally, by show of hands, or in writing, as determined by the Board of Directors of the meeting.

### ***Section 4.06 Parliamentary Authority***

The rules contained in *Robert's Rules of Order* shall govern the Club 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 Club may adopt.

### ***Section 4.07 Minutes of Membership Meetings***

The Secretary shall keep or cause to be kept a book of minutes of all meetings of the active bonded members, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings. After approval, the minutes of each meeting shall be posted and available to all

active bonded members for inspection.

## **Article V. BOARD OF DIRECTORS**

### ***Section 5.01 Eligibility***

The Club shall be managed by a Board of Directors selected from the membership classes (except Associate) who have been members for at least two (2) years or who are active and fully Bonded, unless the number of available directors is less than five (5).

### ***Section 5.02 Nomination and Election of Board***

At the Annual Meeting the number of members elected to the Board of Directors shall be in accordance with provisions of the bylaws.

Independent nominations may be made for any Board membership at such meeting.

### ***Section 5.03 Number and Tenure***

The Board of Directors shall consist of no more than eleven (11) in number or such number voted by the membership but not less than five (5).

Directors shall be elected at the Annual Meeting by members entitled to vote, each Director to serve three (3) years, and at each Annual Meeting thereafter that number of Directors whose terms expire shall be elected.

No Director shall serve more than two consecutive terms. The President must serve two (2) consecutive years, therefore an exception will be granted for one (1) additional year on his/her term, if needed.

### ***Section 5.04 Responsibilities of the Board of Directors***

The duties of the Board of Directors shall be to control and manage the business of the Club. Their authority, consistent with these bylaws, shall extend to, but not be limited to such action as:

1. Electing from members of the Board of Directors, the Officers of the Club
2. Establishing, amending and enforcing rules and regulations for the use of Club facilities
3. Hiring and terminating services of any employees or agents of the Club, including determining appropriate compensation for such employees and agents
4. Establishing annual dues and charges to be levied for any approved special use of Club facilities
5. Making recommendations to the members regarding the creation, modification or deletion of administrative fees
6. Appointing committees, and defining powers and duties of same
  - (a) Authorizing and incurring of obligations, and the payment of such obligations, in accordance with the approved budget set at the annual meeting, provided that the Board of Directors shall be allowed to authorize and incur obligations in an emergency situation up to \$5,000
  - (b) Nothing in these bylaws shall be construed to permit the Board of Directors to borrow or pledge the credit of the Club without the specific approval of the

membership at a duly held meeting except as to an amount not to exceed \$1,000 in any one calendar year.

7. Purchasing necessary supplies, material, equipment, services, etc., for the maintenance of the facilities
8. Designating the bank or banks in which funds of the Club are deposited, and the manner in which checks, drafts, and other instruments for payment of funds shall be executed
9. Generally overseeing the managerial and financial activity of the Club, while ensuring that all major organizational decisions regarding plans, policies and other major commitments are submitted to the members for review and approval.

#### **Section 5.05 Regular Meetings of the Board**

The Board of Directors shall hold its first meeting following the Annual Meeting of the members in each year within thirty (30) days of the Annual Meeting. The Board of Directors shall meet at least once a month during the months of March, April, May, June, July, August, and September and at such other times and intervals as the President deems necessary.

Special meetings of the Board of Directors shall be called by the President upon the request of two (2) members of the Board.

Notice of the regular monthly and special Board meetings shall be communicated to each member of the Board at least ten (10) days before the date of the meeting.

#### **Section 5.06 Quorum for Board Meetings**

A majority of the members of the Board of Directors shall constitute a quorum for any vote. Directors may not send alternates in their place to attend Board meetings.

#### **Section 5.07 Minutes of Board Meetings**

The Secretary shall keep or cause to be kept a record of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings. After approval, the minutes of each meeting shall be filed.

#### **Section 5.08 Vacancies**

A vacancy occurring on the Board may be filled by the election of a new Director, such new Director being elected by a majority of the remaining Directors. The Director so elected shall fill the unexpired term, subject to confirmation of the members at the next annual meeting of the Club.

#### **Section 5.09 Removal**

If a member of the Board is absent from three (3) consecutive regular Board meetings, unless he shall have previously obtained permission from the Board, *or* unless his/her absence is approved by said Board, then the Board may elect a new Director in his/her place to fill the remaining term, subject to confirmation of members at the next regular or special meeting.

#### **Section 5.10 Compensation**

All Board of Directors shall serve without compensation except for the President, who shall be compensated by waiver of membership dues during his/her term.

**Section 5.11 Exclusions**

Any member of the Board of Directors who shall cease to hold an Active membership (per Section 3.02) in the Club, automatically shall cease to be a Director or Officer of the Club.

**Section 5.12 Indemnification of Directors and Officers**

The Club shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or Officer of the Club, against all liabilities, costs and expenses reasonably incurred by him/her in connection with the defense of any action, suit or proceedings in which s/he may be involved or which s/he may be threatened, while in office or thereafter, by reason of his/her being or having been such a Director or Officer. Except with respect to any matter to which s/he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that this action was in the best interest of the Club; provided, however, that as to any matter disposed of by a compromise settlement, no indemnification shall be provided unless such compromise settlement shall be approved by a majority vote of a quorum consisting of disinterested Directors of the Club, and if such quorum cannot be obtained, then by a majority vote of a quorum of active bonded members at a special meeting therefor.

**Article VI. OFFICERS**

**Section 6.01 Selection and Term of Office**

A President, Vice-President, Treasurer, and Secretary shall be elected by the Board of Directors from amongst its members at the first meeting following the Annual Meeting of the Club and shall hold office until the end of the first meeting of the Board of Directors following the next Annual Meeting of the Club.

**Section 6.02 Removal and Resignation**

The Board may remove any Officer by a majority vote, with or without cause, at any time. Any Officer may resign at any time by giving written notice to the Club, the resignation taking effect on receipt of the notice or at a later date as specified in the notice.

**Section 6.03 Vacancy**

The vacancy of an Officer may be filled by the election of a new Officer, such new Officer being elected by a majority of the Directors. The Officer so elected shall fill the unexpired term.

**Section 6.04 Powers and Duties**

**(a) President**

The President shall preside at any meeting of the Club and of the Board of Directors. S/he shall be Administrative Officer of the Club. S/he shall appoint, subject to confirmation by the Board of Directors, all standing Committees, designating the Chairman thereof, and any special Committees s/he may deem necessary. S/he shall be an ex-officio member of all Committees, except the Nominating Committee. S/he shall be bonded. The President shall not make individual decisions regarding the operation of the Club without the express consent of a majority of the Board of Directors.

**(b) Vice-President**

The Vice-President shall preside at meetings in the absence of the President and shall have

the duties customarily incident to that office, and such other duties as shall be delegated to him/her from time to time by the Board of Directors. If both President and Vice President are absent, someone to preside over the meeting shall be selected from the Directors present by a vote of those Directors present. S/he shall be bonded. The Vice President shall not make individual decisions regarding the operation of the Club without the express consent of a majority of the Board of Directors.

**(c) Treasurer**

The Treasurer shall assist the Financial Manager wherever necessary to ensure that all revenues are collected, obligations are paid and required reports, either internal use or regulatory, are prepared and accurate.

**(d) Secretary**

The Secretary shall keep the minutes, send out notices, and conduct correspondence and s/he shall perform other such duties pertaining to his/her office as may be asked of him/her by the Board.

**Article VII. COMMITTEES**

***Section 7.01 Formation of Committees***

The Board shall appoint any committees, in addition to the permanent committees, as the Board deems necessary or advisable from time to time, consisting of such Board members and other persons and with such powers as the Board may designate, provided the same shall be consistent with these Bylaws. Ad hoc committees last one (1) year.

***Section 7.02 Membership on Committees***

Qualifications for Membership on Committees shall be as determined by the Board and these Bylaws, to reflect the particular blend of skills, expertise, perspectives, energy, and enthusiasm best suited to the purposes of the committees.

Committee Chairmen shall hold office at the pleasure of the Board. All Committee Members shall be appointed for a term of one (1) year. Committee appointments shall be posted annually.

***Section 7.03 Permanent Committees***

There shall be the following permanent Committees: Tennis, Swim, Events and Activities, Operations and Procedures, Long Range Planning and Membership Acquisition. Each committee should be chaired by a member of the Board of Directors and made up of membership of all classes. There is no limit on the number of committee members for each.

**(a) Tennis**

This committee shall work closely with the Club's management employees and specific tennis employees or agents to design and implement a tennis program sufficient to provide the members with suitable physical and social activities. Such activities should be for both the adult and youth member of the Club. While this committee will not have authority to hire or terminate any employee, it will work with the Board to resolve any pertinent issues and to ensure the continuation of the tennis programs. This committee will be allocated funds within the annual budget to carry out its required functions.

**(b) Swim**

This committee shall work closely with the Club's management employees and specific pool employees or agents to design and implement a swim program sufficient to provide the members with suitable physical and social activities. Such activities should be for both the adult and youth member of the Club. While this committee will not have authority to hire or terminate any employee, it will work with the Board to resolve any pertinent issues and to ensure the continuation of the swim programs. This committee will be allocated funds within the annual budget to carry out its required functions.

**(c) Events and Activities**

This committee shall plan, arrange, supervise and communicate the social activities and functions of the Club. Such activities should be for both the adult and youth member of the Club. While this committee will not have authority to hire or terminate any employee, it will work with the Board to resolve any pertinent issues and to ensure the continuation of said social programs. This committee will be allocated funds within the annual budget to carry out its required functions. In addition, this committee may impose adequate user fees solely to cover the costs of events and functions where necessary.

**(d) Operations and Procedures**

The Operations and Procedures Committee shall prepare and recommend rules of health, rules of tennis, and all other rules and procedures in connection with operation of the pool and other parts of the Club. State health rules must be followed. Only the Board of Directors can pass or change any rules proposed by this committee. This committee will also work closely with the Club Manager and be involved in the hiring, discipline, and termination of Club employees.

**(e) Long Range Planning**

This committee shall determine all long-range goals, both of a capital improvement nature and of a repair or replacement nature in the foreseeable future. It shall recommend to the Board a priority of goals and shall obtain detailed cost estimates for top priority items with general estimates for those not feasible in the near future.

**(f) Membership Acquisition**

This committee shall handle all responsibilities of attaining new members, facilitating admission and resignations, maintaining member database and coordination with the Financial Manager on membership related issues.

**Article VIII. DUES AND FEES**

All fees and other charges mentioned herein are exclusive of taxes imposed by Federal, State and other governmental bodies and agencies.

***Section 8.01 Administrative Fees***

Administrative fees shall be as stated in Article XIII. No additional administrative fees shall be imposed without modification of these bylaws.

***Section 8.02 Program Fees***

Program fees shall be approved by the Board, from time to time, based on recovering the cost of materials, services and other expenses for the given activity.

**Section 8.03 Dues**

The Board of Directors, no later than its first meeting after the Annual Meeting of the members, shall establish dues for each class of membership for the ensuing year, based on the approved budget.

Dues shall be sufficient to provide for the necessary operating expenses of the Club and the proper maintenance and improvement of its property, and such dues shall be received by May 1. Bills for annual dues shall be distributed no later than April 1.

**Section 8.04 Bond**

Some membership classes required to purchase a membership bond (see Section 3.01). Membership bonds are NON-INTEREST BEARING and NON-DIVIDEND PAYING.

In the event of resignation, the value of the membership bond, for the purpose of redemption by the Club, shall be the face value. One bond per membership.

Except for payment hereinafter provided, each membership bond shall become null and void upon the date that the holder thereof ceases to be a member for any cause. The time and manner in which the holder shall be paid the value of his membership bond, subject to the provisions of the bylaws, shall be determined by the Board of Directors, provided, however, that such memberships shall be redeemed in the chronological order in which the memberships terminate, and as soon as payment is received from an incoming member.

The Board of Directors shall provide for the issuance of certificates evidencing membership in the Club, and each certificate shall be signed by the President and Treasurer. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Corporation. If any certificate is lost, mutilated, or destroyed, a replacement certificate may be issued for a fee and on such terms and conditions as the Board of Directors may determine.

When a member has been elected to membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in his/her name and delivered to him/her by the Financial Manager.

**Section 8.05 Assessments**

No special assessments shall be levied without a majority vote of the active bonded members entitled to vote who are present at an annual meeting or a special meeting called for this purpose, which meets the quorum requirements of Section 4.04. An assessment is an additional charge to the membership over and above the scheduled fees and charges. The assessment may or may not be specific in term. It may be specific in nature (such as for capital improvements) or non-specific (buildup of operating reserves).

**Section 8.06 Responsibility for Payment**

Members shall be responsible for the payment of liabilities that may be imposed upon or incurred by members of their family and by their guests. All seasonally incurred liabilities must be paid in full by October 1 each year in order to active membership.

**Section 8.07 Refunds**

Neither dues nor part thereof shall be refunded in the event that pool or tennis operations are required to be suspended for any period for any reason.

**Section 8.08 Penalties for Nonpayment**

Members whose dues are not received within 30 days of the bill mailing, shall be assessed a late fee and sent a letter including the language of this paragraph. Members not paying on time are considered to be inactive members and shall have their voting privileges and access to the Club revoked. Payment of dues plus late fee shall be accepted within 15 days of notification. Members whose dues, together with late fee, are not received within 15 days may have their memberships terminated. If the member does not resign nor pay the annual dues the dues for the season may be applied against the members' bond.

**Article IX. EMPLOYEES AND AGENTS**

**Section 9.01 Managers**

Individual Managers of the Club (including their spouse/significant other and children residing with them and under age 25) are entitled to use the Club facilities while they are employed at the Club subject to all bylaws and rules of the Club. The Board may determine that the positions of Pool and Club Manager may be filled by same individual. No Pool or Club Manager shall have the duties of the Financial Manager.

**(a) Financial Manager**

The Financial Manager shall be the collector and custodian of funds of the Club, attend to keeping the accounts of the Club, collecting its revenue, and paying its bills, as approved by the Board of Directors. S/he shall deposit funds of the Club received by him/her in the name of the Club and in such depository as may be authorized by the Board. S/he shall perform other duties pertaining to his/her office as may be asked of him/her by the Board of Directors. S/he shall be bonded. The amount of his/her compensation shall be determined by the Board of Directors.

**(b) Club Manager**

The Board shall establish the Club Manager's duties and compensation. These responsibilities should include attention to all matters relating to the physical plant, including its repair, improvements and replacements. The Manager shall cause the Club to open in the spring and be shuttered in the fall. The Club Manager shall work within the funds allocated in the annual budget approved by the members relative to those line items specific to carrying out his/her duties. This manager will work with the Board to hire staff to assist in carrying out these duties. This manager shall work with the long-range planning committee to identify physical plant issues.

**(c) Pool Manager**

The Board shall establish the Pool Manager's duties and compensation. These responsibilities

should include attention to all matters relating to the day to day operating of the Club specifically relating to the pool and tennis programs. These responsibilities also include maintaining the highest levels of pool safety for the Club's members and guests. The Pool Manager shall work within the funds allocated in the annual budget approved by the members relative to those line items specific to carrying out his/her duties. This manager will work with the Board to hire staff to assist in carrying out these duties. The Pool Manager shall work with the tennis and social committees to develop the summer programs.

**Section 9.02 Other Employees**

All other employees shall report to the manager responsible for the department for which they were hired. When necessary and if required, an employee must furnish the manager with adequate documentation of attained levels of certification (pertaining to lifeguards).

**Article X. CORPORATE RECORDS AND REPORTS**

**Section 10.01 Execution of Papers**

The Board of Directors shall designate the bank or banks in which the funds of the Club shall be deposited and determine the manner in which checks, drafts, and other instruments for the payment of funds of the Club shall be executed. However, the Board of Directors shall always designate at least one Officer to sign all such checks, drafts, and any other instruments for the payment of money drawn in the name of the club, and the following Officers shall be bonded: Treasurer, President, Financial Manager and anyone having signature privileges shall be bonded.

**Section 10.02 Review of the Books**

By a majority vote at any meeting of the club in which a quorum is present, the active bonded members may direct the Board of Directors to cause the books of the Club to be reviewed or audited by a Certified Public Accountant. Said CPA shall neither be a Director nor an Officer or member of the Club; and any report of the Certified Public Accountant shall be available to all active bonded members at all times.

**Section 10.03 Seal**

The seal of the Club shall consist of a flat-faced circular disk, bearing the name of the Corporation, the year of its organization, and the word Massachusetts.

**Article XI. AMENDMENT OF BYLAWS**

These bylaws may be amended at any meeting of the Club in which a quorum is present by a two-thirds (2/3) vote of the active bonded members who are present or represented by proxy, provided that at least fifteen (15) days' notice of such meeting and proposed bylaw changes, shall have been given notice to each member of the Club.

## **Article XII. DISSOLUTION**

In the event of a possible dissolution of the Club, the Board of Directors shall call a special meeting of the active bonded members. If at the special meeting of the active bonded members a quorum is present and a majority of active bonded members affirmatively to dissolve the Club, the Club shall be dissolved and the date of said special meeting be the effective date of dissolution. Upon dissolution, membership bonds shall be a lien upon the proceeds of the sale of the property of the Club, after debts and expenses of the Club are paid. To the extent of the then value of outstanding membership bonds, the surplus remaining shall be paid and distributed pro rata among the then bond-holding membership (including active, inactive, and former members) of the Club up to the value of their bonds.

If a surplus then exists after bonds have been paid, the resulting surplus shall be distributed pro rata among the following: active bonded members as of the date of dissolution. Such resulting surplus shall not be distributed to: terminated members; resigned members including, but not limited to those awaiting the redemption of their bonds; members who join after the date on which yearly membership dues were last due; bonded members who converted from a nonbonded membership to a bonded membership after the date on which yearly membership dues were last due; inactive members; or associate members including, but not limited to, tennis associate members.

**Article XIII. Schedule of Fees and Dues**  
(Per 2022 Annual Meeting)

<b>Administrative Fees</b>			
	Application Fee	Non-Refundable - All Classes	\$ 100.00
	Late Fee		\$ 50.00
	Bond Reprint Fee		\$ 25.00

<b>Annual Dues</b>			
	Family	Bonded Membership	\$ 995.00
	Plus One	Bonded Membership	\$ 800.00
	Single	Bonded Membership	\$ 595.00
	Associate	Non-Bonded Membership	\$ 1,415.00
	Tennis Associate	Non-Bonded Membership	\$ 250.00

<b>Guest/Caregiver Fees</b>			
	Per Person Daily	Bulk purchase discounts available	\$ 8.00
	Babysitter/Caregiver	Up to 2 per Membership	1st = \$0; 2nd = \$300

<b>Program Fees</b>			
	Swim Lessons	Visit <a href="http://bearcroft.org">bearcroft.org</a> for latest fees	<b>Varies by Program</b>
	Tennis Lessons	Visit <a href="http://bearcroft.org">bearcroft.org</a> for latest fees	<b>Varies by Program</b>
	Swim Team	Includes Coaching & League Dues	\$ 85.00
	All Other Fees	Set by Board Annually	

**Bonded Members Only**

<b>Bond</b>			
	Refundable (See Section 8.04)	May be split equally into 2 payments	\$ 800.00
<b>Assessment</b>			
	Pursuant to Section 8.05	Requires majority vote of membership	<b>Set by Membership</b>