

**SYRACUSE UNIVERSITY ALUMNI CLUB  
CHARTER AGREEMENT**

This Agreement describes the terms and conditions by which a group of Syracuse University alumni who wish to engage in cooperative activity under the name

**THE STUMPTOWN ORANGE –  
SYRACUSE UNIVERSITY ALUMNI CLUB OF GREATER PORTLAND, OREGON**

shall be authorized by the **Syracuse University Alumni Association, Inc.** ( the "Association") to establish, operate, and maintain a chartered Syracuse University Alumni Club.

A. The Association has been incorporated as a not-for-profit corporation in the State of New York and has received recognition from the Internal Revenue Service as a charitable and educational organization under Section 501(c)(3) of the Internal Revenue Code.

B. This reorganization was undertaken jointly by the University and the previously unincorporated alumni association in order to provide a tax exempt umbrella organization for alumni activities. Any alumni contributions made to the Association are tax-deductible by the donor, and the Association's governance system ensures that all such donations will ultimately be used for the benefit of the University.

C. The Association maintains (but reserves the right to change) insurance policies covering the Association and its chartered alumni clubs as identified in Appendix A. Appendix A is a summary only and the specific terms and conditions of the policies will govern.

D. Your alumni club may become chartered as a part of this new Association by :

1. Adopting an official name that includes the words "Syracuse University," with the understanding that the charter from the Association includes a nonexclusive license to use the University's name, in accordance with prior agreement between the University and the Association.

2. Adopting bylaws with a statement of purposes and other terms that are consistent with the Association's bylaws, and sponsoring or undertaking only those activities that are consistent with those bylaws and purposes. The initial bylaws and any amendments thereof must be approved by the Association.

3. Providing information and reports requested by the Association to meet

Internal Revenue Service filing requirements for tax exempt organizations. Such information report shall be provided in the format, and prior to the deadline, specified by the University's Office of Alumni Relations in order to meet IRS requirements. The Association shall in turn be responsible for filing the Form 990, Annual Information Return required by the Internal Revenue Service.

4. Submitting an annual report to the Association and the University's Office of Alumni Relations that includes an annual financial statement, a list of activities and events held by the club during the year in question, names of registrants at activities and events (where possible), the current paid membership list, and a roster of current officers and directors with their terms of office specified and other information deemed necessary by the Office of Alumni Relations to aid in the quantification and analysis of alumni activity.

5. Handling all funds in accordance with the Association's guidelines and Internal Revenue Code requirements for Section 501(c)(3) organizations.

6. Correctly identifying the club as a component of the Association by using the Association's employer identification number, 16-1431749, whenever necessary or appropriate.

7. Not compensating any club director or officer solely for serving in that capacity, although the club's bylaws may authorize payment of reasonable compensation for other services rendered to the club “ or for reimbursement of expenses incurred on behalf of the club.”

8. Complying with any restrictions or risk management measures required by the Association or the liability insurance company insuring the Association and the alumni clubs (See Appendix B for current guidelines).

In consideration of your club's commitment to comply with these requirements, as evidenced by two officers' signatures on this agreement, the Association hereby agrees to charter your group as an official alumni club of Syracuse University. The Association reserves the right to revoke this charter, however, in the event that:

(a) Your club fails to comply with the provisions of this charter agreement, the Association's certificate of incorporation and bylaws, or any applicable federal or state law, regulation or rule, or

(b) The University or the Association reasonably determines that your club is being operated in a manner that is not in the best interests of the University. In the event that this Agreement is revoked, your club shall immediately discontinue use of the name "Syracuse University" as part of its name and shall otherwise cease representing to its members, supporters or the public that it is in any way approved, licensed, or chartered by the University or the Association.

In the event your club's charter is revoked, all monies collected in the name of Syracuse University or the Association or its local chapters shall be returned to the University or the Association, respectively, to be held until such time as a viable successor club is established and

a new charter is awarded.

If the terms and conditions of this charter agreement are acceptable to your club, please have two officers sign and date the enclosed copy, and return the fully countersigned copy to the Syracuse University Office of Alumni Relations in order to make the charter effective.

**SYRACUSE UNIVERSITY ALUMNI ASSOCIATION, INC.**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Alumni Association President

**THE STUMPTOWN ORANGE –  
SYRACUSE UNIVERSITY ALUMNI CLUB OF GREATER PORTLAND, OREGON**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Club President

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Club Officer

**APPENDIX A**

Insurance Coverage Summary (7/1/00 to 7/1/01)

**General Liability and Automobile (USF&G)**

\$1,000,000 per Occurrence Limit

\$3,000,000 Aggregate Limit

\$500,000 Fire Damage Limit (any one fire for leased property)

\$5,000 Medical Expense Limit (any one third party person)

No deductible (first dollar coverage)

Liquor Liability Coverage provided

Non-owned excess & Hired Auto Liability Coverage (\$1,000,000 limit)

Hired Auto Physical Damage - (\$35,000 limit; \$500 deductible)

**Crime & Fidelity Bond (USF&G)**

Employee Dishonesty (including club members) \$25,000 limit

Forgery & Alteration \$25,000 limit

Theft, Disappearance & Destruction of money \$25,000 limit

**Educators Legal Liability/ D&O (United Educators RRG)**

\$10,000,000 limit each claim

\$10,000,000 aggregate

This is a summary only of the insurance coverages provided. Please refer to the policy(ies) for specific terms and conditions.

## **APPENDIX B**

The following risk management guidelines must be followed in order for the Association and/or chartered clubs to maintain liability coverage.

### CONTRACTS

The following vendor contracts must be reviewed by the SU Office of Risk Management before plans are finalized.

1. Watercraft (boat) charters
2. Airline charters
3. Sponsored festivals with amusement rides
4. Events in which liquor will be served by a vendor
5. Hall or facility rentals
6. Association sponsored high risk activity events (e.g. Sky-diving)

### LIQUOR LIABILITY

The serving of alcoholic beverages at Club sponsored events must be in accordance with all local, state and federal guidelines. All reasonable and responsible precautions, including appropriate training of Club presidents and officers, must be taken to insure that there not be any alcohol related problems as a result of a club sponsored event.

### CLAIMS/LAWSUITS

In the event an officer of the SU Alumni Association, Inc. or Club President is presented with a summons and complaint (lawsuit) or an attorney representation letter, that person should contact the Risk Management Department at 315-443-4011 immediately. Any written documentation received should be forwarded to Risk Management as well. The Risk Management Department's fax number is 315-443-1154.

### SPECIAL INSURANCE COVERAGE

Any liability insurance coverage that any Club wishes to purchase separately should be reviewed and approved by the Risk Management Department prior to the Club procuring the coverage.