

Carquinez Model Railroad Society Standing Rule A3 – Dues, Assessments, and Fees

A. Scope

1. This Standing Rule is required by the Bylaws to address the process and amounts relating to the membership dues, assessments, and fees. Changes to this Standing Rule require absentee balloting.
2. This Standing Rule provides additional details regarding membership fees, such as but not limited to, the dollar amounts, due dates, and delinquency procedures. The Bylaws shall govern over any conflicts.
3. Any changes to the membership dues and assessments shall be executed in accordance with the applicable Bylaws.
4. This is a Class A Standing Rule.

B. Building Fee

1. The Building Fee is a one-time assessment for all new Senior Members and is due within 90 days of membership approval after completing probation.
2. The current amount of the Building Fee is \$50.
3. The Building Fee must be paid in full prior to receiving an access key to the CMRS facility.
4. Youth members are not subject to the Building Fee. However, upon their advancement to Senior Member, the Building Fee shall become due and payable within three (3) months of completing their probation.

C. Dues

1. The amount of the annual dues shall be established on a per monthly basis, effective from January of each calendar year.
2. The current rate of membership dues is \$20 per month.
3. Dues commence on the first of the month following receipt of the application. Dues shall not be prorated based on time of joining.
4. All dues and assessment payments shall be in cash, by check, or by electronic transfer to the club checking account; and no other form of payment or credit shall be accepted or allowed.
5. At the beginning of each calendar year, Senior Members may choose to remit payments in annual, semi-annually, or quarterly installments. Annual payments are preferred. Members who choose to pay semi-annually or quarterly must inform the Treasurer of their choice no later than January 31 of each year. If the member does not so inform the Treasurer, his choice for the previous year will be carried forward.
6. Dues for members paying annually shall become due on January 31. Dues for members paying semi-annually shall become due on January 31 and July 31. Dues for members paying quarterly shall become due on January 31, April 30, July 31, and October 31.
7. Any new member submitting an application after February 1st of each calendar year shall have his or her dues pro-rated for the remainder of the calendar year on a whole monthly basis.
8. Members who become 90 days delinquent in payment of dues and/or assessments are subject to suspension of their membership.
9. Members who become 180 days delinquent in payment of dues and/or assessments are subject to termination of their membership.

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D. Special Assessments

1. Special assessments shall be:
 - a. Established in accordance with Bylaws.
 - b. Created only to fund a specific purpose or need and have a defined limit and/or timeframe.
 - c. Applied equally to all Senior Members.
2. If the assessment is large and allows for distributed payments, the terms of payments shall be declared in the motion at time of voting.

E. Rental Storage Fees

1. The purpose of CMRS rental storage areas is to store model railroading equipment and tools.
2. All CMRS rental storage areas, including without limitation lockers, drawers, and other areas that may become designated as such, require a Rental Agreement in the form set forth below (see attachment to this Standing Rule).
3. Members currently renting a drawer(s) or locker(s) prior to this Standing Rule being approved must sign a Rental Agreement within 30 days of being presented with such agreement.
4. The Building Superintendent is responsible for obtaining a signed Rental Agreement for each rental storage area.
5. The Building Superintendent shall maintain a list of all rental storage areas and the member renting the same.
6. The Building Superintendent shall also maintain a waiting list of those members requesting a rental storage area and the type of storage area they are requesting for when rental storage areas become available.
7. Any vacant rental storage area shall revert to the Building Superintendent. The Building Superintendent will assign available rental storage areas on a first come first served basis, with priority being given to those members who are not currently renting a storage area.
8. Members are not permitted to rent more than one locker and two drawers to make space available for other Members (existing Renters are grandfathered). However, if such space is available and there are no Members awaiting their first rental storage area, the rental storage area may be rented to an existing Renter on a month-to-month basis until a member with no storage space seeks such space. In such a case, the month-to-month Renter has to the end of the following month to vacate the rental storage area.
9. All CMRS rental areas are subject to an annual fee, payable in advance, in the amount determined by the Board and ratified by a majority vote of the Membership at any Business Meeting. Current rates for individually locked storage areas are large lockers for \$10 per month and drawers are \$1 per month.
10. Rental fees shall be submitted to the Treasurer, who shall maintain a duplicate list of all rental areas and Renters showing which rental fees are paid current or overdue.
11. Rental fees are due by January 1st of each year, and the Renter is delinquent if not paid by the 31st of January of that year. Members renting after the first of the year shall pay rent in advance prorated from the date of the Rental Agreement through Dec 31st of the same year.

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12. If a member voluntarily vacates their locker or drawer before the end of a year, the fee for the remaining portion of the year will be refunded to the member.
13. If a member becomes delinquent on their rental storage area fees by greater than ninety (90) days, CMRS has the right to remove the member's contents from the locker and re-key the storage unit. If a member fails to retrieve their belongings in a locker in a timely manner, then the goods will become property of the CMRS.
14. Payment of the late rental fees does not ensure the member that their former locker or drawer space will be available for use.
15. Permanent enhancements to lockers or drawers that are not removed, such as attached shelving or drawers, become the property of CMRS upon termination of this agreement unless removed by the Renter prior to notice of termination.

F. Notices

1. To facilitate and to expedite the prompt payment of annual dues or assessments, the Treasurer, or whomever the Board of Directors may designate or direct, shall send a general notification of dues payable to each member by January 1st of each calendar year. Separate invoices shall not be issued for those not paying their dues on an annual basis; these payments shall be the responsibility of the individual member.
2. The notices shall be in writing and may be either via electronic mail or conventional mail. One notice per requirement shall be considered sufficient.
3. The Treasurer shall send a written notice to any member delinquent in their dues or assessments greater than 30 days.

G. Hardship and Special Circumstances

1. A member may submit a written and signed appeal to the Board of Directors for reduction of their dues and/or assessments for which they are responsible in cases or hardship or special circumstances.
2. The Board of Directors shall consider and act upon all appeals equally and fairly, and its decisions shall in all cases be final and binding. The Board may not reduce the member's dues and/or assessment by more than 50 percent. The term of a reduction is limited to no more than 2 years. Such waivers may not be granted to the same member more frequently than once in ten years.
3. The Board may also grant reduction or waivers without appeal in special circumstances.
4. The Board shall announce at a Business meeting the terms of reprieve granted to the member without announcing the name of the member. The reasons or justification does not need to be disclosed.

End of Rule

Attachment Follows

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Storage Rental Agreement**

The CMRS and _____, Member No. _____, hereinafter the "Renter," agree that the rental area described as _____ (e.g., Drawer No. 3, Locker No. 1, etc.) is hereby rented to Renter in return for advance payment of the total rent due for the balance of the current year in the amount of \$_____.

When the Renter terminates this Agreement, the rent paid for the balance of the year starting with the month after written notice of termination received by the Building Superintendent, shall be refunded to the Renter within 15 days after the key(s) have been received by the Building Superintendent.

If rent remains unpaid for ninety (90) days after written notice of unpaid rent, this Agreement shall terminate, the lock on the rental area shall be changed, and the contents become the property of CMRS.

Signed By: _____ Dated: _____
 CMRS Building Superintendent

Signed By: _____ Dated: _____
 Renter with CMRS Member Number

Refer to Standing Rule A3 Section E for a complete set of rules for locker and drawer rentals. The following are only the highlights.

1. Rental Agreements are not transferable. Any vacant rental storage area shall revert to the Building Superintendent.
2. All CMRS rental areas are subject to an annual fee, payable in advance. Current rates for individually locked storage areas are large lockers for \$10 per month and drawers are \$1 per month.
3. Rental fees shall be submitted to the Treasurer.
4. Rental fees are due by January 1st of each year, and the Renter is delinquent if not paid by the 31st of January of that year. Members renting after the first of the year shall pay rent in advance prorated from the date of the Rental Agreement through Dec 31st of the same year.
5. If a member voluntarily vacates their locker or drawer before the end of a year, the fee for the remaining portion of the year will be refunded to the member.
6. If a member becomes delinquent on their rental storage area fees by greater than ninety (90) days, CMRS has the right to remove the member’s contents from the locker and re-key the rental storage area. If a member fails to retrieve their belongings in a locker in a timely manner, then the goods will become property of the CMRS.
7. Payment of the late rental fees does not ensure the member that their former locker or drawer space will be available for use.
8. Permanent enhancements to lockers or drawers, such as attached shelving or drawers, become the property of CMRS upon termination of this agreement unless removed by the Renter prior to notice of termination.