



UNITED STATES MARINE CORPS
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION
MARINE CORPS BASE QUANTICO
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QUANTICO, VIRGINIA 22134-5001

MCINCR-MCBQO 5760.3C

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MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION-MARINE CORPS
BASE QUANTICO ORDER 5760.3C

From: Commander, Marine Corps Installations National Capital Region–Marine
Corps Base Quantico

To: Distribution List

Subj: NON-FEDERAL ENTITIES ON MARINE CORPS INSTALLATIONS
NATIONAL CAPITAL REGION-MARINE CORPS BASE QUANTICO

- Ref: (a) DoDI 1000.15, Procedures and Support for Non-Federal Entities
Authorized to Operate on DoD Installations.
(b) DoDD 1000.26E, Support of NFE Authorized to Operate on DoD
Installations.
(c) DoD 5500.7-R, Joint Ethics Regulations.
(d) MCBO 5760.1A, Solicitation and Conduct of Personal Commercial
Affairs.
(e) SECNAVINST 11011.47D, Acquisition, Management, and Disposal
Of Real Property and Real Property Interests by the Department of
The Navy.
(f) NAVFAC P-73, Real Estate Procedure Manual.
(g) MCO 5760.4C, Procedures and Support for Non- Federal Entities
Authorized to Operate on Marine Corps Installations and Informal
Funds.
(h) MCBO 8000.1A, Privately Owned Weapons, Ammunition and
Explosives.
(i) 5 CFR 2635.808, Fundraising Activities.
(j) E.O. 12353, Charitable Fundraising.
(k) MCBO 5530.2A, Perimeter Access Control.

- Encl: (1) Waiver of Liability
(2) Waiver of Liability for Minors
(3) Agreement to Indemnify

1. Situation

a. To establish policy and procedural guidance for support for Non-Federal
Entities (NFEs) authorized to operate aboard Marine Corps Installations National
Capital Region-Marine Corps Base Quantico (MCINCR-MCBQ), Virginia.

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2. Cancellation. MCINCR-MCBQO 5760.3B.

3. Mission. To provide policy, guidance, information, and procedures concerning support for NFEs to conduct activities and operate aboard MCINCR-MCBQ.

4. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent

(a) The Commander, MCINCR-MCBQ, may authorize NFEs to operate aboard the installation subject to the requirements of this Order, in recognition of the benefits the NFE provides to military service members and their families.

(b) This Order applies to Private Organizations that are club like in nature.

(2) Concept of Operations. All NFE's operating aboard the installation will be provided a copy of this Order. Throughout an NFE's establishment, recertification, event planning and disestablishment process, MCINCR-MCBQ Performance & External Affairs (G-7) will closely monitor NFE's through the NFE Database ensuring compliance is met.

(a) Definitions

1. Non-Federal Entity. Reference (b) defines a NFE as a self-sustaining, non-federal person or organization, established, operated, and controlled by any individual(s) acting outside the scope of any official capacity as officers, employees, or agents of the federal government.

2. Authorized NFE. A MCINCR-MCBQ authorized NFE is self-sustaining, NFE, including a private organization that is incorporated, and constituted or established and operated on a Department of Defense (DoD) installation with the written consent of the installation or higher authority, composed of individuals acting exclusively outside the scope of any official capacity, as officers, employees, or agents of the Federal Government.

3. Non-Authorized NFE. An organization which comes on base once a year or less to conduct an event but is not a MCINCR-MCBQ approved NFE.

4. Statutorily Authorized NFE. Certain NFEs have statutory authorization to receive particular federal government support and are controlled by specific regulations and directives that allow them to operate on an installation and receive logistical support. The Navy-Marine Corps Relief Society, American Red Cross, Marine Corps Heritage Foundation, and United Service Organization are

examples of statutorily authorized NFEs that are managed differently and subject to different regulations than other NFEs.

5. Constitution or Bylaws. In general, the constitution or bylaws of an organization is the document that contains a NFE's own basic rules relating principally to itself as an organization. All the NFE's rules shall be combined into a single instrument, usually called the "bylaws" or the "constitution."

6. Guest. For purposes of this Order, a guest is an individual (not a company or organization) who is a relative, friend, or acquaintance of a member of a NFE authorized to conduct activities on MCINCR-MCBQ, invited to observe or participate in those activities on a one-time or infrequent basis. Guests must remain with the qualified member throughout their visit to MCINCR-MCBQ.

7. General Public. For purposes of this order, "General Public" is defined as individuals from the general population who have no DoD affiliation, who are not members of NFEs authorized to operate aboard the installation, military, military dependents, Federal civilian employees, or their invited guests. Any invitation, advertisement, or other solicitation to invite the General Public to participate in a NFE event on MCINCR-MCBQ must have advance approval from the Commander, MCINCR-MCBQ.

8. Real Estate Lease. The term "lease" means a real estate agreement consisting of an agreement or contract by which the Federal Government grants to a NFE the exclusive rights to possess, use, and enjoy Navy/U.S. Marine Corps Class I (land) or Class II (buildings) Real Property for a specified period in exchange for consideration, generally fair market value. Due to the shortage of available MCINCR-MCBQ facilities, the high cost of lease processing administrative fees, and fair market value valuations, leases for the use of MCINCR-MCBQ real property are not usually within the financial resources of NFEs.

9. Real Estate License. The term "license" means a real estate action consisting of a grant of a personal privilege for a specific purpose on or in Navy/U.S. Marine Corps Class I (land) or Class II (buildings) real property without possessing any real estate interest in it. A license is a non-exclusive grant that is revocable at the will or the licensor (Federal Government). An Authorized NFE applying for a license is required to pay Naval Facilities Engineering Command (NAVFAC) the license administrative processing fee.

10. Non-Appropriated Fund Instrumentalities (NAFI). A NAFI is a fiscal entity of the Federal Government that is supported in whole or in part by Non-Appropriated Funds (NAFs). NAFIs are not incorporated under the laws of any state or the District of Columbia but have the legal status of an instrumentality of the Federal Government and have the same immunities and privileges as the Federal Government in the absence of specific Federal Statute. NFEs are not NAFI's. NAFIs

are Government monies that are not appropriated by Congress and are not held within the U.S. Treasury. Military Departments and Defense Agencies generate NAFIs primarily through the sale of goods and services to the DoD military, civilian personnel, and their family members in conjunction with authorized Morale, Welfare, and Recreation (MWR) programs.

11. Command Event. Any major event sponsored or hosted by the Commander, MCINCR-MCBQ who provides significant operational, training, infrastructure, and community service support to myriad of commands and tenant organizations located aboard the installation, and commands, agencies and organizations located within the National Capital Region. This includes Commander sponsored training events, conferences, symposia, expositions, and other special events that are sponsored or hosted by the Commander, MCINCR-MCBQ requiring the management and integration of MCINCR-MCBQ's staff functions. All activities/events that are sponsored or hosted by the Commander are led by G-3 and supported by MCINCR-MCBQ Staff. The Command bears the costs associated with these activities/events. Some events that are specifically identified as MWR type events are led by Marine Corps Community Service (MCCS) and supported by MCINCR-MCBQ Staff. Costs may be borne by the Commander, MCCS, or covered off/set by ticket sales, etc.

12. NFE Event. An event not sponsored/hosted by the Commander, MCINCR-MCBQ but instead hosted by the requesting NFE and approved by the Commander, MCINCR-MCBQ. All costs associated with NFE events should be borne by the NFE to include all material and manpower support requested of the base staff.

13. Memorandum of Agreement (MOA). MOA is used to document agreements and execute or deliver support with or without reimbursement between any two or more parties.

14. Memorandum of Understanding (MOU). MOU is used to document a mutual understanding between any two or more parties that does not contain an expectation of payment, and under which the parties do not rely on each other to execute or deliver on any responsibilities.

(b) **Policy.** NFEs covered by this Instruction shall be self-sustaining, primarily through dues, contributions, service charges, fees, or special assessment of members. When specifically authorized in writing by the Commander, MCINCR-MCBQ, NFEs may offer programs or services that supplement either appropriated or non-appropriated fund activities aboard the installation, subject to the following requirements:

1. NFEs are not NAFIs, nor is there an official relationship between their activities and those of DoD personnel who are members and/or participants. Reference (c) governs DoD employee personal and professional participation in NFEs.

2. An NFE is not a Federal Entity and is therefore not entitled to sovereign immunity and privileges accorded to the Federal Government and NAFIs. To avoid conflicts of interest and unauthorized expenditures of appropriated and NAF:

a. There shall be no financial assistance given to a NFE in the form of contributions, repairs, services, dividends, or other donations of money or other assets.

b. Government employees who are members or officers of NFEs may not use Government resources to conduct NFE business. Refer to reference (c), Para 2-301 Use of Federal Government Resources.

c. NFE members or officers who are also Federal employees may use government resources only in the performance of their official duties and may not use Government Resources to support a NFE and their personal activities with the NFE.

d. NAFI funds or assets shall not be directly or indirectly transferred to NFEs.

3. NFEs shall not engage in activities that compete with any appropriated or non-appropriated fund activities (e.g., Marine Corps Community Services programs) aboard MCINCR-MCBQ.

4. NFEs authorized by the Commander, MCINCR-MCBQ to sponsor or conduct activities/events or otherwise operate aboard MCINCR-MCBQ are subject to the following conditions and requirements:

a. Activities conducted by the NFE and the behavior of its members, guests, and other participants shall not prejudice or bring discredit to the U.S. Marine Corps or other Government agencies.

b. A NFE approved to operate aboard MCINCR-MCBQ does not provide any authority for that NFE to sponsor or invite any other NFE aboard MCINCR-MCBQ, unless specifically approved by an event request approval.

c. NFEs shall comply with applicable base orders, fire and safety regulations, environmental laws, local, state, federal tax codes, and any other applicable statutes and regulations.

d. NFEs shall not enter into any type of fee agreement or other arrangement that allows non-members or other organizations to use MCINCR-MCBQ facilities, including ranges, nor can a NFE schedule MCINCR-MCBQ facilities, including ranges, on behalf of these organizations or individuals. Violation of this provision will result in revocation or termination of the NFE's authorization to operate aboard MCINCR-MCBQ, MOA or MOU and, if applicable, license.

e. An Authorized NFE operating aboard MCINCR-MCBQ is approved to perform only the functions and activities described in the by-laws or constitution submitted with the application for establishment.

f. References (a), (c), (f), and (g) specify and limit the logistical support that can be provided to NFEs. Authorized support is to be outlined in the MOA/MOU.

(c) **Establishment of NFE.** NFEs are required to request permission from the Commander, MCINCR-MCBQ to establish operations aboard the installation prior to conducting any activities.

1. NFEs requesting to establish operations aboard MCINCR-MCBQ must submit a formal request to the Commander, MCINCR-MCBQ, via the Assistant Chief of Staff (AC/S), Performance & External Affairs (G-7). NFE must submit a request online at G-7 NFE Website via <https://www.quantico.marines.mil/Offices-Staff/G-7-Performance-and-External-Affairs/Non-Federal-Entities/NFE-Request-To-Establish-Operations/>. The following items will be included in the request to establish operations aboard the installation.

2. **NFE Constitution or Bylaws.** A written constitution or bylaws, signed by a duly appointed officer of the organization that describes its objectives. Articles of Incorporation, charters, Articles of Agreement, or other authorization documents can form the basis of this document. This document must:

a. Establish the nature, function, and objectives of the organization, to include a description of membership eligibility.

b. It must state that no person shall be discriminated against because of race, color, creed, sex, age, disability, or national origin, or otherwise subjected to unlawful discrimination.

c. Detail management/board responsibilities, to include the accountability for assets, satisfaction of liabilities, and disposition of any residual assets on disestablishment/dissolution, and other matters that show responsible financial management.

d. Acknowledge that personal financial responsibility for debts and liabilities of the organization is possible and is the responsibility of the membership if the assets of the organization are insufficient to discharge liabilities.

e. If applicable, provide copies of the NFE's proof of incorporation under the laws of the Commonwealth of Virginia, or other state of incorporation or domicile.

f. Establish procedures of the election and relief of officers.

g. Establish frequency of regular meetings.

h. Establish procedures to amend the constitution or bylaws.

i. Establish procedures for dissolution of the organization and/or disestablishment (discontinue operations) as an approved NFE aboard MCINCR-MCBQ and must include a method for reaching a decision to dissolve/disestablish.

j. Reflect the policies and requirements outlined in this Order.

k. Provide the NFE's website address, if applicable.

3. NFE Organization Mission. NFEs establishing operations on MCINCR-MCBQ must have as their primary mission be the support of military service members or their families.

4. NFE Elected Officials. Provide a list of elected officials of the organization, including name, personal phone number, and email address.

5. NFE Point of Contact. NFEs must provide a single point of contact to G-7 concerning NFE business.

6. Proof of Insurance. Submit insurance policy information via online establishment form, with the basic request letter. NFEs shall secure insurance, as deemed adequate by the Commander, MCINCR-MCBQ and/or the NAVFAC, in order to protect against public liability and property damage claims or other legal actions that may arise as a result of activities of the NFE, one or more of the organization's members acting in its behalf, or the operation of any equipment, apparatus, or device under the control and responsibility of the organization. The review of insurance policies is limited to determining whether the interests of the Federal Government are adequately protected.

7. NFE Membership. Provide the number of members of the organization, identifying those who are DoD Active Duty, DoD Civilians and Non-DoD Members.

a. Membership discrimination based on race, color, sex, creed, disability, or national origin is prohibited. Establishment of cultural, ethnic, or religious NFEs is allowed if membership is not restricted on the above basis.

b. Membership is restricted to individuals and shall not include other organizations or companies.

c. To be eligible for membership within a NFE, the person seeking membership must reside within a 60-mile radius of MCINCR-MCBQ.

d. Priority of membership within a NFE shall be as follows:

(1) Active-duty military personnel and family members.

(2) Retired military personnel and family members.

(3) Other DoD civilians and family members.

(4) All others (non-DoD-related civilians). No more than one third total membership.

(d) NFE Guests. NFEs that plan to allow non-members to observe/participate in their activities as bona fide guests must establish a guest policy.

1. The number of guests allowed per member, per day is limited to three persons or fewer unless additional guests are approved by the Commander, MCINCR-MCBQ.

2. Guests and their activities/behavior are the responsibility of the NFE and the sponsoring member.

3. Guests must be accompanied by a member of the NFE or always remain within the approved area of the event.

4. Guests must register with the NFE, provide appropriate identification, and sign a Waiver of Liability, enclosure (1) prior to engaging in any activity with the organization.

5. Guests must comply with all terms and conditions of this Order and any other DoD, USMC, or MCINCR-MCBQ directives or regulations, including MCINCR-MCBQ access control requirements per reference (k), applicable to visitors on the installation.

6. Guests are not to engage in any commercial activity or solicitation while on MCINCR-MCBQ.

7. All NFEs that use or transport firearms aboard MCINCR-MCBQ must comply with reference (h).

(e) NFE Use of MCINCR-MCBQ Facilities. NFEs must specify to what extent government space or facilities are required for the activities/events of the organization. NFE use of Department of Navy controlled real property, including buildings, requires a real estate agreement with the Federal Government.

(f) Government Asset Responsibility. Designation of the officer, by title, who is accountable for the financial and/or property assets, including a list of assets held by the organization.

(g) NFE Safety Officer. If the organization is assigned real estate via a license or lease, NFE's must appoint an organizational Safety Officer.

1. Conduct monthly inspections and reports.

2. Conduct/maintain safety programs.

3. Provide corrective action and abatement of hazards or potential hazards to Safety Division upon request.

(h) NFE Environmental Compliance. If the organization is assigned real estate via a license or lease, NFE's shall contact Natural Resources and Environmental Affairs (NREA) by email at MCBQ_NREA@USMC.MIL regarding potential for future environmental requirements associated with the NFE's operations. NREA shall identify at that time whether the NFE is required to appoint an Environmental Coordinator.

(i) Waivers of Liability. NFEs must acknowledge that each member of the NFE has signed a Waiver of Liability and Agreement to Indemnify, enclosures (1) and (3). Any member under the age of (18) must sign the Waiver of Liability for Minors, enclosure (2).

(j) NFE Website. Provide a link to the NFE's website, if applicable.

(k) Revocation of Permission to Operate Aboard MCINCR-MCBQ. NFEs must acknowledge that the Commander, MCINCR-MCBQ may temporarily suspend and/or permanently revoke permission to operate or conduct activities/events on the installation at any time and disallow use of government property consistent with the terms of any applicable real estate agreement obtained by the NFE.

(l) After Establishment

1. Real Estate License/Lease. Authorized NFEs approved to operate under a NAVFAC real estate license/lease issued through NAVFAC shall comply with all terms and conditions. Authorized NFEs are only approved to use assigned facilities. In addition to the terms of any real estate license/lease, any conditions for use of Government facilities, not specifically addressed in the real estate license/lease must be reflected in a written agreement between the Authorized NFE and MCINCR-MCBQ.

2. MOA/MOU. MOA/MOU may be required for use of facilities and approved events. The MOA/MOU must be approved by the Commander, MCINCR-MCBQ.

3. Submit requests through AC/S G-F to use Navy/U.S. Marine Corps real property.

(m) Recertification. Authorized NFEs must request recertification annually. The annual recertification date is established by the NFE's insurance policy expiration date.

1. A NFE must submit an online form through the G-7 NFE Website <https://www.quantico.marines.mil/Offices-Staff/G-7-Performance-and-External-Affairs/Non-Federal-Entities/NFE-Request-To-Establish-Operations/>.

2. An NFE that fails to obtain approval from the Commander, MCINCR-MCBQ to continue operations on the installation will be directed to terminate its activities in accordance with the terms established in its legal agreements with MCINCR-MCBQ and NAVFAC or by directions provided by AC/S G-7.

3. An NFE that does not submit its recertification request package 15 days prior to expiration to the G-7, MCINCR-MCBQ will be directed to cease activities aboard the installation until such time as authorization to operate is renewed.

4. During the recertification process all NFE members must execute a new waiver of liability. The NFE will maintain the waiver of liability forms in accordance with the provisions of this Order.

5. NFE Operations. Once approved to establish, continue sustained operations, or conduct recurring activities/events on MCINCR-MCBQ as an authorized NFE, on a continuing basis, an NFE must complete the following administrative requirements:

a. Submit changes to any constitution/bylaws and insurance policies through to G-7 NFE Email at MCINCR-MCBQ_NFE@usmc.mil

b. Must maintain meeting minutes.

c. Maintain records documenting compliance to be used in reviews conducted at Command discretion.

d. Notify G-7 of organization officers email addresses within 30 days of change to the G-7 NFE Email at MCINCR-MCBQ_NFE@usmc.mil.

e. Notify G-7 of any change of responsible officer and coordinate required inventory of all Government property within 30 days of the change via MCINCR_MCBQ-NFE@usmc.mil.

f. Provide any information requested by the G-7 concerning the NFE's operations.

(n) Financial Requirements

1. NFEs authorized to operate on MCINCR-MCBQ must comply with all applicable State and Federal tax laws and file all appropriate tax returns and financial reports.

2. NFEs must be self-sustaining, primarily through dues, contributions, service charges, fees, or special assessments of members. References (a), (c), (i), and (j) govern fundraising and membership drives.

3. Income derived from the activities of an NFE shall not accrue to individual members except through wages and salaries as employees of the NFE or as award recognition for service rendered to the NFE or military community.

4. NFEs shall not engage in resale activities, or activities that are in direct competition with MCCA operations, except through:

5. Approved Museum shop sales of items related to museum activities at the Marine Corps Heritage Center.

6. Occasional sales for fundraising purposes may be approved by Commander, MCINCR-MCBQ as described in this Order. These fundraising activities shall be limited to

authorized patrons of these activities, and funds raised must be for the benefit of the NFE and its members or for approved scholarship purposes.

7. The Commander, MCINCR-MCBQ may consider granting an exception to the stipulations contained in the Policy section, paragraph c (above) if a NAFI, such as the military exchange, cannot provide the product; or the merchandise is to be sold only to members of the NFE and is directly related to the purpose and function of the NFE.

8. NFEs authorized to operate on MCINCR-MCBQ must maintain financial accounts and records, a bookkeeping system, or both, no less than two NFE members oversee the financial accounts, in accordance with generally accepted accounting principles and business practices. NFEs must retain all financial records for at least four years.

(o) NFE Event Request. All events held aboard MCINCR-MCBQ must be approved, in writing, by the Commander, MCINCR-MCBQ. NFEs that seek to conduct events on MCINCR-MCBQ must submit a request to the Commander, MCINCR-MCBQ via AC/S G-7 NFE Website <https://www.quantico.marines.mil/Offices-Staff/G-7-Performance-and-External-Affairs/Non-Federal-Entities/NFE-Event-Request/> a minimum of 90 days prior to the date of the event.

1. Events that involve one-time or occasional use of Government facilities must follow the requirements in paragraph 4.a.(2)(e) of this Order. The Commander, MCINCR-MCBQ is not authorized to issue real estate agreements (e.g., licenses) for NFE events that require use of government real property and buildings. Due to normal timeframes associated with NAVFAC real estate actions, all NFE events requiring use of government real property that are not already subject to a real estate agreement from NAVFAC, should allow a minimum of six (6) to nine (9) months advance planning for NAVFAC processing of the appropriate real estate agreement. Since real estate approvals are not granted locally, event requests should be submitted to MCINCR-MCBQ at least six (6) months (but not more than one year) in advance.

2. NFEs shall ensure that participation in activities/events they sponsor or conduct aboard MCINCR-MCBQ is limited to only those participants (members, guests, and other attendees) the Commander, MCINCR-MCBQ has individually or collectively authorized and vetted in accordance with reference (k). The NFE is responsible for supervision of participants in activities/events it sponsors or conducts aboard MCINCR-MCBQ.

3. NFEs are not allowed to advertise an event until an event approval letter and the actual announcement (i.e., flyer) authorization has been received from MCINCR-MCBQ.

4. Failure to submit an event request at least 120 days in advance of the event date may result in the event request not being processed.

5. All NFEs will be vetted to make sure all required documents, are up to date before requests to hold an event will be considered.

(p) Fundraising Aboard MCINCR-MCBQ

1. Purpose. The purpose of this section is to inform NFEs of permissible fundraising activities that may take place onboard MCINCR-MCBQ to ensure transparency in the process, fairness to all NFEs, and manage their expectations. A secondary purpose is to assist G-7 in its review of fundraising events conducted by NFEs aboard MCINCR-MCBQ.

2. Solicitation. Solicitation is any action requesting money, either by cash, charge, check, or payroll deduction. This includes pledges of a future contribution of money.

3. Fundraising

a. Fundraising is the raising of funds by an individual or NFE, other than a political organization. Fundraising includes any event where money is generated by the sale of goods, solicitation of funds, or the charging of an admission fee beyond what is necessary to cover the reasonable (within 10% of actual expenses) costs of the event.

b. Fundraising for political causes or political organizations is prohibited aboard MCINCR-MCBQ.

c. Fundraising aboard MCINCR-MCBQ is limited to raising funds by the organization among its members only, for the benefit of welfare funds of the organization's members or for organizational support.

d. Pursuant to reference (j), organizations may not raise funds for the benefit of, or on behalf of, other organizations, charities, or other purposes.

e. Required Fundraising Approval. The MCINCR-MCBQ Commander must approve all fundraising activity to be conducted aboard MCINCR-MCBQ in advance. Even if a type of activity is not specifically prohibited by law, regulation, or this Order, the MCINCR-MCBQ Commander may disapprove certain activities. The foregoing list of permissible and impermissible fundraisers is not exhaustive; final decision is dependent on the facts of the event. Fundraising activity requests will only be considered from approved NFEs. NFEs are responsible for the timeliness of their requests. All event requests will contain an enclosure defining fundraising activities expected to be conducted during the event. The MCINCR-MCBQ Commander may, at any time, suspend or revoke a NFE's ability to fundraise aboard MCINCR-MCBQ due to non-compliance with this Order.

f. Certain organizations/groups have been granted by the Commander, MCINCR-MCBQ the privilege to fundraise outside the normal confines of the regulations set

forth in this order. These groups/organizations are limited to Marine Corps Unit Birthday Ball Committees (BBC), Department of Defense Schools, and Scout organizations. For those groups that do not hold MCINCR-MCBQ authorized NFE status, (i.e., BBCs), they must submit a fundraiser waiver request to the Commander, MCINCR-MCBQ. The AC/S G-7 will review and determine if the group/organization requires a waiver approval that is only valid for the current calendar year. Once group/organization has been granted a fundraising waiver they can then submit fundraiser event requests online following the regular event/fundraiser event request process.

(q) Gambling. Gambling is prohibited aboard MCINCR-MCBQ. Gambling is a game of chance, in which the participant provides something of value to receive the chance to win a reward or prize. For example, gambling includes events where tickets are purchased to participate in a random drawing to select a "winning ticket" that may be exchanged for a prize. The name given to a gambling or fundraising event is not dispositive.

(r) Permissible fundraising Events

1. Bake Sales. A NFE may sell baked items prepared by its members to its members to raise funds for the benefit of those members. The baked items must be individually wrapped, and a placard or sign must be displayed at the event which contains the following verbiage: "*Food sold at this sale has been prepared in a kitchen that is not subject to regulation and inspection by the regulatory authorities*". Members may NOT sell items to non-members without the advance approval of MCINCR-MCBQ.

2. Prepackaged or Cooked Food Item Sales. To sell prepackaged or cooked food items at a fundraising event, all food handlers must complete the necessary training provided by the Quantico Naval Health Clinic, Preventive Medicine Department and/or possess an approved Health Card. To schedule training contact the Preventive Medical Technician at (703) 784-1671.

3. Door Prizes. A NFE may provide a "door prize" when all event participants receive an equal chance to win the prize without charge or as part of the event cost. For example, where all attendees receive a free ticket/token for a random drawing to award a prize, and there is no chance to purchase extra tickets to increase the odds of winning.

4. Silent or Live Auctions. Members may bid on items for sale by pledging a certain amount of money for the item. At a certain point, bidding is closed and the individual with the highest bid is allowed to purchase the listed item.

5. Sale of advertisement. NFEs may request permission to sell advertisement spaces in their newsletters and brochures.

6. Games of Skill. As an alternative to door prizes, NFEs may request permission to engage in competitions involving skills (e.g., golf or other sport tournament; carnival type games).

(s) Impermissible Fundraising Events

1. Raffles. NFEs may not conduct a raffle fundraiser that involves the sale of tickets with winners being randomly drawn. This is one example of gambling.

2. Political Fundraising. Fundraising for any political purpose is strictly prohibited aboard MCINCR-MCBQ.

3. Commercial events. NFEs may not conduct events that involve sales by commercial vendors or charge a fee for commercial vendors to participate as exhibitors at the event.

(t) Advertising. NFEs are generally not allowed to display advertising promoting private commercial interests on MCINCR-MCBQ without NAVFAC/MCINCR-MCBQ approval. Additionally, NFE advertising is not allowed in most government media and NFEs are not entitled to any advertising services from MCINCR-MCBQ.

1. Approved NFEs may provide literature to MCCA for use at "Welcome Aboard" or special events on a space available basis. Any advertisements must include the following disclaimer: "THIS EVENT IS NOT AN OFFICIAL EVENT OF AND IS NOT ENDORSED OR SPONSORED BY THE FEDERAL GOVERNMENT, DEPARTMENT OF DEFENSE, UNITED STATES MARINE CORPS, OR MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION-MARINE CORPS BASE QUANTICO." Additionally, commercial advertisement in NFE publications must contain the following disclaimer: "THE APPEARANCE OF ADVERTISING IN THIS PUBLICATION DOES NOT CONSTITUTE ENDORSEMENT BY THE FEDERAL GOVERNMENT, DEPARTMENT OF DEFENSE, UNITED STATES MARINE CORPS, OR MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION-MARINE CORPS BASE QUANTICO." Disclaimers must be obvious, meaning in the same font and color as used throughout the publication, within the first 3 pages, and printed in a manner making the disclaimer easily seen and read.

2. Approved NFEs seeking to advertise non-commercial interests aboard MCINCR-MCBQ must submit their entire proposed advertising materials to AC/S G-7's NFE Email MCINCR-MCBQ_NFE@usmc.mil. Once approved, publication and distribution of advertisements is the responsibility of the approved NFE. MCINCR-MCBQ will not, and is not responsible for, publishing or distributing advertisements for any NFE.

3. Trademarks. The use of any Marine Corps seal, emblem, logo, words, organizational names, and marks suggesting an association with the Marine Corps qualifies as a

trademark. This includes the Marine Corps Seal, the initials "USMC", the term "U.S. Marines", etc. The use of Marine Corps trademarks is prohibited without advance approval which may include the appropriate license from the Marine Corps Trademark Licensing Office. For more information, NFEs should contact the Marine Corps Trademark Licensing Office. Contact information is available at <https://www.hqmc.marines.mil/ousmcc/trademark/>.

4. To prevent the appearance that it is an instrumentality of the Federal Government, the NFE shall not use any of the following in its title or letterhead to identify any of its programs, locations, or activities: name, abbreviation, seal, logo, insignia, or the like used by any DOD component. NFEs must prominently display the following disclaimer on all print and electronic media confirming that the entity is not a part of the Department of Defense: "THIS ORGANIZATION IS A NON-FEDERAL ENTITY. IT IS NOT A PART OF THE DEPARTMENT OF DEFENSE OR ANY OF ITS COMPONENTS AND IT HAS NO GOVERNMENTAL STATUS." This disclaimer must also be provided in appropriate oral communications and public announcements when the name of the entity is used.

5. A sample of all intended advertising for an event will be included in the event request.

6. All advertising will be submitted through the AC/S G-7 for approval (i.e., flyers, brochures, banners, etc.).

7. All advertising, whether on or off base, will include the NFE disclaimer.

(u) NFE Disestablishment

1. Discontinuance of a NFE to operate aboard MCINCR-MCBQ must be based on the initiative of the membership, a real estate decision by NAVFAC, or a decision of the Commander, MCINCR-MCBQ.

2. If a NFE decides to disestablish operations aboard MCINCR-MCBQ, contact should be made with G-7, at least 180 days in advance to receive guidance on a dissolution/disestablishment procedure plan.

3. The Procedure Plan that is developed will include a Plan of Actions and Milestones which will identify all actions and timeline necessary to produce a logical and orderly withdrawal of the organization from operating aboard MCINCR-MCBQ.

4. Sixty (60) days prior to dissolution/disestablishment, and/or disposal of residual assets and liabilities, forward a letter to the Commander, MCINCR-MCBQ via AC/S G-7 providing notice of plans for dissolution/disestablishment and the proposed means of disposing of residual assets and liabilities. Personal and financial responsibility for debts and liabilities of

the organization is possible. It is the responsibility of the membership if the assets of the organization are insufficient to discharge liabilities.

b. Subordinate Element Missions

(1) Commander, MCINCR-MCBQ

- (a) Serves as the approval/disapproval authority for all requests by NFEs.
- (b) Direct all inquiries and requests from NFEs to sponsor or conduct activities/events, or otherwise operate aboard MCINCR-MCBQ to the AC/S G-7 for appropriate action.
- (c) Determine, after considering the AC/S G-7 recommendation and the recommendation of other MCINCR-MCBQ staff sections, and tenant activities affected, whether a NFE's request should be approved, denied, or further processed and evaluated. Approval will be granted or denied based on local conditions and this Order.
- (d) Direct investigations of any issue related to this Order.
- (e) Ensure widest dissemination of the contents of this Order.
- (f) Supports and reserves the right of MCINCR-MCBQ personnel to monitor or inspect activities and events of NFEs aboard MCINCR-MCBQ.

(2) AC/S (G-7)

- (a) Provide Command oversight of NFEs operating and/or conducting activities/events aboard MCINCR-MCBQ.
- (b) Serve as the primary point of contact for preparation, negotiation, and finalization of all MOAs/MOUs between MCINCR-MCBQ and the NFE.
- (c) Ensure that terms of the MOA/MOU are consistent with terms of any NAVFAC real estate agreement, if applicable. Prepare and staff for comment, concurrence all MOAs/MOUs with the appropriate Command activities, including the Quantico Area Counsel Office (QACO), and forward to the Commander, MCINCR-MCBQ for final approval and signature. Provide an approved and signed copy of the MOA/MOU to the duty appointed officer of the NFE and make copies available to all Command activities concerned.
- (d) Prepare and staff for comment, concurrence all NFE bylaws, constitutions, and other documents, with the Command activities, including QACO, and recommend to the Commander, MCINCR-MCBQ whether a NFE should be permitted to establish or continue operations aboard the installation.

(e) Conduct a feasibility of support assessment with the staff sections impacted to make a recommendation to the Commander, MCINCR-MCBQ for approval or denial of a NFE's request to operate or conduct events aboard MCINCR-MCBQ. Include in the assessment if approval would cause potential conflicts of interest and/or have adverse impacts on MCINCR-MCBQ operations and activities.

(f) Provide the Commander, MCINCR-MCBQ with all staff recommendations for approval or denial of requests from NFEs to operate or conduct events/fundraising on MCINCR-MCBQ.

(g) Notify NFEs of the Commander, MCINCR-MCBQ final decision regarding an organization's request to operate or conduct events aboard the installation.

(h) Maintain and update the list of authorized NFEs. Conduct annual recertification of all NFEs that have established operations or recurring events on MCINCR-MCBQ to ensure that the membership provisions and purposes continue to apply, thereby justifying continued operation aboard MCINCR-MCBQ.

(i) Notify the Provost Marshal Office of approved events with members of the General Public, or the attendance of elected officials.

(3) QACO

(a) Serve as primary lead to provide legal advice to the Commander, MCINCR-MCBQ for questions concerning the conduct and operations of NFEs that have been authorized to operate on MCINCR-MCBQ. Review all recommended decisions involving request for NFEs to operate and conduct business and other organizational activities on MCINCR-MCBQ, including requests and denials, for legal sufficiency.

(b) Assist the AC/S G-7, AC/S G-3, and AC/S G-F, in the decision-making process envisioned by this Order, including review of NFE documentation (e.g., Bylaws, constitutions, Articles of Incorporation, proof of incorporation under state law) required pursuant to this Order and negotiation of any MOAs or MOUs required for NFEs to operate on MCINCR-MCBQ.

(c) Review all NFE events and real estate agreements requests for legal sufficiency before they are submitted to the Commander, MCINCR-MCBQ for approval.

(d) Review all recommended decisions, including denials, for NFE events and/or licenses, for legal sufficiency.

(e) Coordinate with the Marine Corps Trademark and Licensing Office (HQMC (PA)), AC/S G-7, and MCCS on matters involving Marine Corps Trademarks.

(4) AC/S G-1, AC/S G-3, AC/S G-4, AC/S G-6, AC/S G-F, AC/S G-8, COMMSTRAT, Safety Division, Security Battalion, Staff Judge Advocate, MCCS. Review all related requests (establishment, events, fundraisers, vendors, etc.) and inform AC/S G-7 of concurrence/non-concurrence.

c. Coordinating Instructions

(1) All NFEs, club like in nature, operating aboard MCINCR-MCBQ will adhere to this Order.

(2) Submit all recommendations concerning this order to MCINCR-MCBQ G-7 via email at MCINCR-MCBQ_NFE@usmc.mil.

5. Administrative and Logistics. The AC/S G-7 will consolidate all required documents per NFE request and submit to the Commander, MCINCR-MCBQ for approval. The Commander, MCINCR-MCBQ, is the decision authority on all requests submitted by NFEs.

6. Command and Signal

a. Command. This Order applies to all commands, organizations, units, and activities aboard MCINCR-MCBQ.

b. Signal. This Order is effective the date signed.


MICHAEL L. BROOKS

Distribution: A

WAIVER OF LIABILITY
for
PARTICIPATION IN NON-FEDERAL ENTITY ACTIVITIES
aboard
MARINE CORPS INSTALLATION
NATIONAL CAPITAL REGION
MARINE CORPS BASE, QUANTICO, VIRGINIA

I am about to observe or participate in activities to be conducted under the direction of the non-federal entity, herein after the "*Organization*", on Marine Corps Installation National Capital Region-Marine Corps Base, Quantico (MCINCR-MCBQ) during the following dates and times: [Use the dates and times indicated in the non-federal entity's Memorandum of Agreement, Memorandum of Understanding, or real estate agreement (e.g., license)]. I understand that the organization is a non-federal entity and is not a Federal Government entity. I understand that the organization is operating and conducting events on MCINCR-MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my observation and/or participation in the activities of organization will involve access to MCINCR-MCBQ, an active military base which consists of Marine Corps Base ranges and training areas.

I understand the following three cautions with regard to

MCINCR-MCBQ:

1. All ranges and training areas, including recreational fields, are designed for, and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to me.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

I understand that certain activities may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the organization will provide the following events or activities and I voluntarily assume the specific risks associated with observing or participating in these events or activities:

Water-related activities:

I understand that water-related activities involve accepting inherent risks including, but not limited to, electrocution, the possibility of drowning or near drowning, the unpredictability of weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming pool, and injuries resulting from tripping, slipping, or falling over obstacles (both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well

as serious bodily injury or death to me or others.

In spite of my full knowledge of the risks involved in observing and/or participating in the organization's activities and, in consideration of the privilege to participate in the organization's activities to be held aboard MCINCR-MCBQ, I do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or my death resulting from observation and/or participation in any of the organization's activities, for me, my spouse, my parents or guardians, my heirs, executors, administrators, or legal representatives of my estate, or anyone else on my behalf, which I may have against any of the following: the United States of America, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Combat Development

Command, Marine Corps Base Quantico, or any and all individuals assigned to or employed by the United States, to include, but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, or the Commander of Marine Corps Base,

Quantico, in both their official and personal capacities, or any medical personnel or their representatives, successors, and assigns designated thereto.

I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the Federal Government for any injury that I may sustain because of participation and/or observation in any of the organization's activities that result in any damage whatsoever to me, my property, or in my death. By signing this document, I acknowledge that the Federal Government, or any agency or employee thereof, is not liable for any injury I may sustain, to include death, as a result of participation in observation or attendance of the organization's activities. By signing this document, I effectively and completely assume all risk associated with the organization's activities.

Lastly, I understand that should I decline to execute this Waiver of Liability, I will not be permitted to attend, observe, or participate in the organization's activities or event(s) to be held aboard MCINCR-MCBQ.

PLEASE READ CAREFULLY BEFORE SIGNING

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN WHOLE AND UNDERSTAND WHAT I AM SIGNING.

Printed Names of Participant/Observer

Signature of Participant/Observer

Date

**SAMPLE
WAIVER OF LIABILITY
for
PARTICIPANTS UNDER THE AGE OF 18
IN ACTIVITIES AND OTHER EVENTS
aboard
MARINE CORPS BASE, QUANTICO, VIRGINIA**

We hereby request that our child, [Name of child], be permitted to take part in the [Name of non-federal entity], hereinafter the "Organization", events and activities to be held aboard Marine Corps Installation National Capital Region-Marine Corps Base, Quantico (MCINCR-MCBQ), Virginia, during the dates of [Insert days, month, year, or, if applicable, use dates and times indicated in the non-federal entity's Memorandum of Agreement, Memorandum of Understanding, or license] under the direction of the organization. I understand that the organization is a non-federal entity and is not a Federal Government entity. I understand that the organization is operating and conducting events on MCINCR-MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my child's observation and/or participation in the activities of organization will involve access to MCINCR-MCBQ, an active military base which consists of Marine Corps Base ranges and training areas.

I understand the following three cautions with regard to MCINCR-MCBQ:

1. All ranges and training areas, including recreational fields, are designed for, and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to my child.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

I understand that certain activities, including physical fitness or sport activities, may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the organization will provide the following events or activities and I voluntarily assume for me, and on behalf of my child, the specific risks associated with observing or participating in these types of events or activities: (Provide a description of the organization's activities that the child will participate in, include the following language if activities are water-related) Water-related activities:

I understand that water-related activities involve accepting inherent risks including, but not limited to, electrocution, the possibility of drowning or near drowning, the unpredictability of weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming pool, and injuries resulting from tripping, slipping, or falling over obstacles (both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to me or others.

In spite of my full knowledge of the risks involved in allowing my child to observe and/or participate in the organization's activities and, in consideration of the privilege for my child to participate in the organization's activities to be held aboard MCINCR-MCBQ, I do hereby freely and voluntarily and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or death resulting from observation and/or participation of my child in any of the organization's activities, for me, my child, my spouse, my heirs, executors, administrators, or legal representatives of me or my child's estate, or anyone else on mine or my child's behalf, which I or my child may have against any of the following: the United States of America, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Combat Development Command, Marine Corps Base, Quantico, or any and all individuals assigned to or employed by the United States, to include, but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, or the Commander of Marine Corps Base, Quantico, in both their official and personal capacities, or any medical personnel or their representatives, successors, or assigns designated thereto. I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the Federal Government for any injury that my child may sustain because of participation and/or observation in any of the organization's activities that result in any damage whatsoever to my child, my child's property, or in my child's death. By signing this document, I acknowledge that the Federal Government, or any agency or employee thereof, is not liable for any injury I or my child may sustain, to include death, as a result of participation in, observation or attendance of the organization's activities. By signing this document, I effectively and completely assume all risk associated with the organization's activities.

Lastly, I understand that should I decline to execute this Waiver of Liability, I or my child will not be permitted to attend, observe or participate in the organization's activities or event(s) to be held aboard MCINCR-MCBQ.

**PLEASE READ CAREFULLY BEFORE SIGNING
BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL TERMS AND
CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER ACKNOWLEDGE THAT I
HAVE CAREFULLY READ THIS DOCUMENT IN WHOLE AND UNDERSTAND WHAT I AM
SIGNING .**

Signature of parent/guardian

Date

Printed Name of Mother/Father/Legal Guardian (please circle one)

On Behalf of:

Printed Name of Child

Date

Health Insurance Coverage (initial the appropriate line):

We **do not** have health coverage _____

We **do** have health coverage _____

Name of Insurance Provider

Policy #

Unit Senior Representative Signature

Date

**AGREEMENT TO INDEMNIFY
for
NON-FEDERAL ENTITY'S ORGANIZATION'S EVENTS AND ACTIVITIES
aboard
MARINE CORPS BASE, QUANTICO, VIRGINIA**

The signature at the bottom of this Agreement to Indemnify is a certification by the [Name of non-federal entity] hereinafter the "Organization", that every member, guest or participant covered by this agreement that is observing or participating in the activities of the organization has had his/her Waiver of Liability signed and, if a participant is under the age of eighteen (18), signed by his/her appropriate parent or legal guardian; and, that the organization representative has in his or her possession all individual participants' Waivers of Liability, available for inspection on demand. The organization understands that there are inherent risks involved in participation in activities aboard Marine Corps Installations National Capital Region-Marine Corps Base, Quantico (MCINCR-MCBQ), Virginia, and that injury or death could arise from, but is not limited to, physical contact with other participants, physical exertion or from playing conditions, to include field conditions. The organization understands that by signing this agreement, it expressly assumes any and all risks involved in the organization's activities held aboard MCINCR-MCBQ including, but not limited to, injury or death caused to participants, guests, volunteers, or spectators, and any damage to property.

In consideration for the use of MCINCR-MCBQ facilities, including various open fields aboard MCINCR-MCBQ, for the conduct of the organization's activities during the period [days, month and year or, when applicable, the dates and times indicated in the non-federal entity's MOA or real estate agreement (e.g., license)], the organization agrees to indemnify the United States Government, the United States Navy, the United States Marine Corps, its officers, military personnel, employees and agents, and all agencies and instrumentalities thereof, against any and all claims whether for damage, loss, injury, or death, brought by any person, group, or organization, as a result of or in connection with the conduct of the organization's activities.

SIGNATURE (organization's authorized representative) Date

Printed Name Phone Number