

VIRGINIA RETRIEVER BENEFIT

ROLES & RULES

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ROLES & RULES

PURPOSE:

1. VRB was formed to:

Provide suitable grounds in Virginia on which field events, training of retrievers and club training days may be held. Oversee the care and maintenance of these grounds, and provide arrangements for the fair and orderly use of the grounds by VRB members and member Clubs.

The current grounds in operation are:

Prince Edward County, 462 acres, known as VRB1

Charlotte County, 219 acres, known as VRB2

See attachments section for more information on the location of the grounds.

CATEGORIES AND QUALIFICATIONS FOR MEMBERSHIP:

For purposes of this document, the terms of field trials, hunt tests, picnic trials, and training days shall be known as “field events”.

General Requirements for Individual/Family or Professional Membership:

1. Member in good standing of a Virginia-based AKC or UKC Sanctioned, Licensed, or a Member retriever club or professional trainers association that has joined the VRB as a Member club.
2. Good sportsman
3. Good character
4. No recent occasion of any of the following:
 - 4.1 Abuse of a dog
 - 4.2 Abuse of grounds
5. Not under suspension by AKC or UKC

Individual Membership (Includes families):

1. Individuals (not Professionals as defined by AKC or UKC) who want to use the VRB grounds for exercising and/or training their retrievers.
2. Meets “General Requirements for Individual Membership” as outlined above.
3. Individual membership annual dues: \$100.00. Unlimited usage, but must be scheduled thru VRB web site.
4. Family members of an individual member are included as part of an individual membership.
5. Guest fee is \$25.00 per day, per guest. Bird Boys are exempt, **only** if they **do not handle a dog**.

Professional Membership:

1. Professional dog trainers (as defined by AKC or UKC) who want to use the VRB grounds for exercising and/or professional training of retrievers.
2. Meets "General Requirements for Individual/Family or Professional membership" as outlined previously.
3. Professional Membership annual dues: \$200.00. Pro's bird boys are exempt from guest fees. Pro's clients training with pro and handling a dog are exempt from guest fees and are included as part of the Professional membership.
4. Spouse of Professional member are included as part of a Professional membership.

Retriever Club Membership:

1. Virginia-based AKC or UKC Sanctioned, Licensed, or Member Retriever Clubs who want their members to be eligible to join VRB as Regular or Professional Members.
2. Virginia-based AKC or UKC Sanctioned, Licensed, or Member Retriever Clubs that want to hold field events on the VRB grounds.
3. National Retriever Club, National Amateur Retriever Club, Master National Retriever Club, and the various National Parent Retriever Breed Clubs and Professional Trainers Associations that hold AKC or UKC licensed field events.
4. Currently accredited by and in good standing with AKC or UKC.
5. The VRB Board of Directors may set a limit on the number of events held in a given year if the demand gets too great for any given property.
6. Club Membership annual dues: \$200.00. These member clubs are entitled to four (4) training days a year at no additional cost. If Clubs join at the half way point of the year, beginning July 1 of the current year, Clubs are entitled to two (2) training days a year. If joining after October 1 of the current year, Clubs will be entitled to one (1) training day, for the balance of the current year.
7. Fees for AKC or UKC licensed field events: \$200.00 per day for non-member clubs and \$100.00 a day for member clubs. Additionally, any specific event costs such as garbage, additional water or any other costs incurred as a direct result of the event are to be reimbursed to VRB by the sponsoring club.
8. There will be **no storage** of Club or Individual trailers, equipment or vehicles, on the VRB grounds, except during organized VRB events. At the completion of the event these trailers **must be removed**.

MEMBERSHIP PROCESS:

1. Annual Memberships. All annual memberships are based on the calendar year, starting January 1st and ending December 31st.
2. Short-Term Memberships. Are not permitted at this time.
3. Pro-rated Partial-year Memberships for New members. Fees for new members joining part way through a calendar year are prorated as follows:
4. If joining on or after January 1st but before July 1st, the full fee is \$100.00.
5. If joining on or after July 1st but before October 1st, the fee is \$75.00.
6. If joining on or after October 1st but before January 1st of the following year, the fee is \$50.00.
7. In future years, if it becomes necessary to limit the number of memberships, priority will be given to previous year members.

8. To join the VRB as an Individual, Club or Professional member, a completed VRB Membership Application form and signed VRB Hold Harmless agreement must be submitted to the VRB. These documents are in attachments section at the end.
 - a. Membership forms will be available on the VRB website: www.varetrieverbenefit.com.
 - b. If you do not have access to a computer, the VRB Secretary can mail a package to you.

VRB Secretary:

Mrs. Nancy Thomas
Virginia Retriever Benefit
P.O. Box 243
Mineral, Virginia 23117

Phone: (540) 894-0910

Email: nsthomas@hotmail.com

9. Retriever Clubs applying for membership should include the following information in a separate letter attached to their membership form:
10. Names of Club Officers and Directors, including addresses and home and cellular phone numbers.
11. Virginia-based retriever clubs and professional trainers associations **must include their current membership list, complete with names, addresses, e-mail address (if available) and telephone numbers.** VRB treats club membership lists as confidential information, and will not distribute.
12. Each fall, a notice will be sent to all current members indicating that annual membership dues for the upcoming year are payable. Fees are due and payable on January 1st of the current year. If membership fees are not paid by February 15th, membership lapses and membership benefits terminate. In addition, if a member does not renew by February 15th, daily guest fees will be owed for each day such person used the VRB grounds after January 1st, unless the member has notified the VRB of their intention to **not** renew the membership
13. Prior to entering the grounds the first time in each calendar year, every member must sign and deliver to VRB, the VRB "Hold Harmless" agreement protecting the property owners and VRB and its officers and directors from property damage and public liability. (Forms will be available and delivery can be made at the entrance to the grounds.) In addition, Members, including Member Clubs, will be responsible for any liability and/or damage resulting from their use or their guests' use of the grounds.
14. Annual membership cards will be sent to approved applicants.
15. A vehicle identification sticker will be sent to each member. Each sticker must be visibly displayed on the right rear bumper. This will allow VRB to monitor and manage vehicles on the property. VRB members who use more than one vehicle for training should contact the VRB Secretary for additional identification stickers.

CONDUCT OF MEMBERS:

1. Members must adhere to all applicable State and Federal laws and regulations.
2. Members are expected to conduct themselves in a proper, responsible, and sportsman-like manner at all times while on VRB grounds.
3. **Members will not have open campfires, for any reason.** Members may use small portable propane gas grills on the tailgate, provided an adult is constantly in attendance.
4. **There will be no hunting or fishing at any time.** Our lease does not provide for this, and violations could cause termination of the lease, and forfeiture of VRB lease funds.
5. Members are expected to follow all the "Rules Governing Use of VRB Grounds."

- a. Professional members are prohibited from using the VRB name, initials or emblem in any advertisements.
6. Violation of above expectations of conduct and/or the “Rules Governing the Use of VRB Grounds” will be the basis for suspension or expulsion of the member from VRB and prohibition from using the grounds and forfeiture of all fees.
7. Suspension or expulsion may be recommended by any member, Officer or Director of VRB and acted on by the Board of Directors of VRB as described below:
8. In unusual circumstances, the President of VRB can summarily suspend or expel a member or guest.
 - a. If a member resigns, is suspended, or expelled, there will be no refund of his dues for his current membership.

Discipline

SECTION 1. AMERICAN KENNEL CLUB, INC. or UNITED KENNEL CLUB INC. SUSPENSION.

Any member who is suspended from the privileges of the American Kennel Club, Inc. or the United Kennel Club Inc. automatically shall be suspended from the privileges of this Club (VRB) for a like period.

SECTION 2. CHARGES. Any member shall prefer charges against a member for alleged misconduct prejudicial to the best interests of the Club. Written charges with specifications must be filed in duplicate with the Secretary together with a deposit of \$20.00 which shall be forfeited if such charges are not sustained by the Board of Directors following an investigation and hearing. The Secretary shall promptly send a copy of the charges to each member of the Board of Directors or present them at a Board of Directors meeting and the Board shall first consider whether the actions alleged in the charges, if proven, might constitute conduct prejudicial to the best interests of the Club. If the Board considers that the charges do not allege conduct which would be prejudicial to the best interests of the Club, it may refuse to entertain jurisdiction. If the Board entertains jurisdiction of the charges, it shall fix a date for a hearing of the Board not less than three weeks or more than six weeks thereafter. The Secretary shall promptly send one copy of the charges to the accused member by registered mail together with a notice of the hearing and an assurance that the defendant may personally appear in his own defense and bring witnesses if he wishes.

SECTION 3. BOARD HEARING. The Board shall have complete authority to decide whether counsel may attend the hearing, but both complainant and defendant shall be treated uniformly in that regard. Should the charges be sustained after all the evidence and testimony presented by complainant and defendant, the Board may by a majority vote of those present suspend or expel the defendant from all privileges of the Club for a period of time the Board deems appropriate. Immediately after the Board has reached a decision, its finding shall be put in writing and filed with the Secretary. The Secretary in turn, shall notify each of the parties of the Board’s decision and penalty, if any.

RULES GOVERNING USE OF VRB GROUNDS:

1. Only VRB members are permitted to exercise or train dogs on VRB grounds, with the following exceptions:
 - Persons attending a VRB approved field event that have signed and delivered the VRB “Hold Harmless” agreement protecting the property owners and VRB and its officers and directors from property damage and public liability. (Forms will be available and delivery can be made at the entrance to the grounds.)
 - Children (under 18 years of age) of regular members or professional members may exercise and/or train retrievers without being a member when accompanied at all times by a VRB member and training in the area assigned for use by the member.

- The VRB member accompanying the minor is fully responsible for that child's conduct and safety, and will be additionally responsible for any liability and/or damage resulting from the minor's use of the grounds.
- Minor children must wear safety glasses and ear protection when shooting and/or throwing.
- All shooters must be at least 18 years of age, unless with a parent or guardian.
- Professional assistants to professional members who are training and handling dogs with a professional member need not be a VRB member if the assistant is handling dogs with the Professional's training group in the assigned training area. Professional assistants must be accompanied by their host member at all times. Professional assistants must sign and deliver to VRB a "Hold Harmless" agreement prior to entering the grounds, protecting the property owners and VRB and its officers and directors from property damage and public liability. (Forms will be available and delivery can be made at the entrance to the grounds.) All professional members will be additionally responsible for any liability and/or damage resulting from their professional assistants' use of the grounds. A spouse of a professional member may be a professional assistant under this section.

Non-Participating and Participating Guests as defined below.

2. **"Non-Participating Guests"** are defined as individuals not handling dogs. Such guests do not need to be a member of VRB. However, they are required to have a Retriever Club host in the event of a field event. Individuals who regularly handle dogs in field events, and who own or co-own dogs that are being worked on the VRB grounds, do not fall under the intent of this section, except when (1) they are attending a VRB-approved field event, or (2) their host is a professional member. Such individuals fall under the intent of the following section, covering participating guests, even though such individuals may not be handling a dog on the day of their visit. All non-participating guests must sign and deliver to VRB the VRB "Hold Harmless" agreement protecting the property owners and VRB and its officers and directors from property damage and public liability. (Forms will be available and delivery can be made at the entrance to the grounds.) Non-participating guests must remain with the host member in his assigned training area and be accompanied by the guest's host member at all times. All hosts will be additionally responsible for any liability and/or damage resulting from their guests' use of the grounds.
3. **Participating Guests.** Participating guests are handlers or clients who handle dogs on the grounds when accompanying and training with a regular or professional member. All participating guests must sign and deliver the VRB "Hold Harmless" agreement protecting the property owners and VRB and its officers and directors from property damage and public liability. (Forms will be available and delivery can be made at the entrance to the grounds.) All hosts will be additionally responsible for any liability and/or damage resulting from their guests' use of the grounds. The host individual member will be responsible for the daily participating guest fee of \$25.00 per day, per participating guest, payable on each day of training. Participating guests (clients) of professional members are exempt from the daily participating guest fee of \$25.00 per day. No participating guest fee is charged for children (under 18 years of age) of members. Individual or professional members have no limits on the number of participating guests they may host per day; however the participating guests must train with the host member in his assigned training area and must be accompanied by the host member at all times. Both the VRB1 and VRB2 grounds provide self-addressed envelopes and drop boxes on site to be used for payment of guest fees. Fees should be mailed to the VRB Treasurer or placed in the drop box each day.
4. The grounds will be closed on three holidays: Christmas, New Year's Day, and Thanksgiving. Part or all of the grounds may also be closed by the management of VRB on a limited number of occasions for maintenance or other special occasions.
5. Grounds are available for use one-half hour before sunrise to one half hour after sunset.

6. Except at VRB approved events or as provided by these Rules for signing up at the entry kiosk on the day of use, all members must make and have confirmed a reservation for exercising and/or training on VRB grounds.
7. Reservations should be made via the VRB website, telephone, letter, e-mail.
8. VRB website Reservations: **This function is currently not active.** When it becomes active, a separate link will be on the VRB home page. Reservations must be made by calling or emailing the VRB Vice President and on site representative, Pat Shelmadine.
9. Phone, Letter, and Email Reservations: This method should only be used by those without web access. Members without web access can reserve training areas on VRB grounds by contacting the VRB on-site representative, Pat Shelmadine, not later than 4 pm of the day before the day of the reservation. There may be a delay in confirming a non website reservation.
10. Drop-In Use by Members. The on-site representative will post a daily sign-up form at each entry kiosk, showing which training areas have confirmed reservations for that day and which are not reserved. Members may sign up for non-reserved training areas on this daily sign-up form. The daily sign-up form will cover only the current day; reservations applying to future days must be made through the VRB reservation system, once activated.
11. Members who finish training early should cross their name off of the daily sign-up form to indicate that the training area is again available.
12. Reservations will be for specific training areas on the grounds and for half-day periods.
13. Groups of members making up a “training group” may not combine reservations so as to reserve the same area for the full day. However, members making up a training group may combine a reservation and a drop-in sign-up for an area that is still available on the day of use.
14. Use of the “Pond Areas.” See attachments.
15. Only one half-day reservation (7 AM till 1 PM or 1 PM till 7 PM) of any of the pond areas may be made each day by members making up a training group. However, members making up a training group may combine a reservation and a drop-in sign-up for a Pond Area that is still available on the day of use.
16. Rolling Maximum Reservation Limit. A member may hold a total of three half-day reservations at any one time. It is not a violation of the Rolling Maximum Reservation Limit if Members making up a training group combine their reservations, provided the other limitations on combining reservations stated in these Rules are followed.
17. If a member makes a reservation for a training group and for whatever reason that member leaves the assigned area, the remaining member or members may continue to use that reservation.
18. There is no limit to the number of members in a training group.
19. Training groups will not be allowed to break up into multiple groups in the same training area. It is intended that only one dog will be running in a designated training area at any given time.
20. The Board of Directors of VRB may establish other limits on how many members or training groups can train on the VRB grounds at any one time and how many half-day reservations can be concurrently held by a member or by a training group.
21. The VRB representative receiving requests for reservations may additionally limit the number of half-day reservations and/or determine the location of grounds to be used by a Member to provide equal and fair use of the grounds by all Members.
22. Members holding a reservation must cancel it promptly if they decide not to use it; failure to cancel may be grounds for refusing to grant future reservations or other restrictions of the member’s privileges.

23. VRB Member Retriever Clubs may use the VRB grounds for AKC or UKC licensed field events.
24. Retriever Clubs must make reservations well in advance for use of VRB grounds for events.
25. VRB-approved field events will have priority over training in reserving the grounds.
26. Retriever Clubs will be responsible for supplying portable toilets and multiple *trash receptacles* per stake for use during VRB-approved field events and any other specific costs associated with the event including all setup and cleanup.
27. Retriever Clubs will be responsible for handling the reservations and fee collection for non-members' on-site camping allowed in connection with the Club's field event. Fees of \$15.00 per night per non-member's trailer will be paid to VRB by the club. The club will identify a club contact person for camping reservations in the Club's event premium list.
28. Retriever Clubs using the grounds for VRB approved field events will be required to furnish VRB with a signed VRB "Hold Harmless" agreement and with a Certificate of Insurance for not less than one million dollars of coverage for public liability and property damage, naming the property owners and VRB and its Officers and Directors as additional insured's.
29. Upon approval of a date the Retriever Club must submit a plan in writing for approval by the VRB site representative for:
 30. Name a Vendor for portable toilets and trash receptacles, including placement and location.
 31. Define an arrangement for disposal of dead birds, which **is not** on VRB grounds.
 32. A plan to ensure all participants and gallery sign the VRB "Hold Harmless Agreement" prior to entering grounds.
 33. Any other matters required by the VRB for that event.
34. For exercising or training, each member and guest must sign in at the entry kiosk prior to entering grounds each day. Upon completion of use each day, each member and guest must sign out at the entry kiosk. For field events, all contestants, gallery, and workers must sign in on their first day of attendance. In addition, all contestants, gallery, and workers must sign and deliver a VRB "Hold Harmless" agreement.
35. Special care must be observed to immediately close any closed gates and relock any locked gates after passing through. In the case of an approved event, a gate attendant may be used.
36. Special care must be observed to keep cars and trucks on established paths/roads and parking areas. In wet weather, cars and trucks must remain on established paths/roads and parking areas. Four wheel drive vehicles should be in four wheel drive during inclement weather.
37. ATV Usage: Using ATV's to "play in the mud" is **NOT** acceptable! Using ATV's to place equipment in the field is preferred to driving trucks in the fields. In the event of rain before or during a VRB event, ATV's shall be the only vehicles in the field.
38. VRB1 and VRB2 Grounds: ATV's are permitted on these grounds for field events purposes. VRB expects ATV users to operate ATV's safely and be respectful of the habitat. Make a special effort to avoid muddy areas as much as possible. **No vehicles, except ATV's are allowed on the dams at the VRB1 and VRB2 grounds.**
39. All garbage, debris, cans, paper trash, shell casings, and dead birds, must be picked up and properly disposed of **off the grounds. Do not leave anything on the ground!**
40. Overnight dry camping is by reservation only and will be permitted at designated areas as follows: Camping is permitted by VRB members, participating and non-participating guests of VRB members while the host member is also camping, and participants in VRB-approved field events. **Campers shall not dump "gray" or waste water on VRB grounds.** This fee is paid per trailer, and is \$10.00 per night for a VRB member and \$15.00 per night for all other campers. VRB members who have paid a total of \$300.00 in camping fees for the current calendar year do not

owe the nightly fee for any additional camping occurring in that calendar year. The VRB Member Club hosting the field event will handle the reservations and collection of fees for camping taking place in connection with the club's event, and remit the camping fees to the VRB Treasurer. The VRB on-site representatives will handle reservations for camping at other times, and those fees will be mailed by the camping member or guest to the VRB on-site representative, Pat Shelmadine, or left in the on-site drop box. VRB members are responsible for their guests' camping fees.

41. All Member Clubs which hold events on VRB property are required to provide prior notification with all required pertinent information to the appropriate Virginia Department of Game and Inland Fisheries "Dog Training and Field Trials" at least three (3) business days prior to the event. The present Virginia DG&IF regulations require that persons shooting domestically reared game bird species (pheasants, partridge, chucker, and ducks) have a valid Virginia hunting license or a valid hunting license from their home state.
42. A waterfowl stamp is not presently required for shooting domestically reared ducks. The above requirements will be enforced on all VRB properties. VRB requires copies of all submittals in order to ensure consistency with VRB operation and to make them available to others. The **sponsoring Club is responsible** for compliance with all regulations of the Virginia Department of Game and Inland Fisheries.
43. Lead shot shall not be used on any VRB property.
44. **No hunting or shooting at wild birds or animals or fishing is permitted by VRB members or guests on the grounds.**
45. No alcohol consumption or use of drugs on the grounds. Individuals under the influence of either will forfeit everything.
46. No motorized equipment is to be driven on the observation mounds.
47. The maximum speed allowed on any designated VRB grounds shall be no greater than 15 MPH.
48. If the Board of Directors of VRB deems it desirable, they may change or add to the "Rules Governing Use of VRB Grounds" or the "Conduct of Members" at any time.

VRB Officers:

Officers:

President:	David Barrow 804-512-9254 H & C
Vice President and On Site Representative	Pat Shelmadine 434-736-0340 H, 434-390-1098 C
Secretary:	Nancy Thomas 540-894-0910 H, 804-466-3303 C
Treasurer:	Mike Griffith 804-717-9944 H, 804-339-1141 C

Board of Directors

The Board of Directors currently consists of the above VRB Officers. The VRB Board is planning to invite a member of each member Club to serve as a BOD member.

* **Election Process of Officers & Directors:**

- Terms will be for one (1) year with expiration dates for Directors' terms being staggered. Officers can be re-elected indefinitely.
- Members of the Board of Directors serve two (2) year terms. Board of Directors members can also be re-elected indefinitely.
- Officers and Directors are elected by the Board of Directors.

ATTACHMENTS:

Exhibit A
List of the Grounds

Set forth below is a partial list of the properties ("Grounds") that may be made available to members and guests (including event sponsors) of Virginia Retriever Benefit ("VRB"). A partial list of the owners of the Grounds is included. This list is subject to change without notice. It may not be comprehensive as of any given date. The Release of Claims, Assumption of Risk, Hold Harmless and Indemnification Agreement to which this Exhibit A is attached covers all Virginia properties (and their respective owners) under VRB's control and not just those specifically listed below.

1 All acreages listed in this Exhibit are approximations.

Prince Edward County, 462 acres, known as VRB1

Charlotte County, 219 acres, known as VRB2.

Grounds maps and descriptions

- VRB 1 - Prince Edward County Grounds

This link will take you to Darlington Heights, VA near VRB1.

<http://maps.google.com/maps?f=q&hl=en&geocode=&q=Darlington+Heights,+VA&ie=UTF8&ll=37.196425,-78.621941&spn=0.019861,0.045319&z=15>

From there go west on SR 665 for approx. 2.0 miles and turn right on SR 723, Cork Road.

Go to the end of SR 723, approx. 2.0 miles, and you will be at the entrance to VRB1.

- VRB 2 - Charlotte County Grounds