

**Draft Minutes Draft
ODPC Board Meeting
October 6, 2018
Osceola Fairgrounds Community Building, Evart, MI**

The meeting was called to order by President Kathy Rayman at 11:15. Board members Gail Perna, Deb Stewart, Mary Peka and Sue Crandle were also present.

Sue Crandle moved to approve July's Funfest Wrap-up Meeting minutes; Kathy Rayman seconded, and minutes were approved.

Logo Policy: Gail Perna introduced a policy governing the use of the ODPC logo. From time to time, a vendor asks about using the logo on merchandise intended for sale at the festival. With the advice of club attorney Jim Curtiss, this policy and accompanying contract will serve to both protect the ODPC logo and make it available on a limited basis.

Gail Perna moved to approve this policy. Kathy Rayman seconded. All were in favor.

Treasurer. Deb Stewart presented the treasurer's report and answered questions. The current balance doesn't include stage rental fees for 2019. Corrections to advertising expenses: Print advertising \$970. corrected to \$1000 (DPN did not give us a promised discount). DPN full page ad was \$550.

Insurance policies have been reviewed and will be updated in May of next year. Lynn from Taylor insurance will be on the fairgrounds in May and will look over ODPC property stored there. Lynn will then put together a policy that also includes ODPC property kept at individuals' homes.

Advertising: Kathy Rayman made a motion to continue advertising in Dulcimer Players News for the next year. DPN has been sold and ODPC wishes to support the new owner, though some question the effectiveness of such advertising. The budget for advertising in DPN was set at \$600.00 for the year. Mary Peka seconded the motion and the motion carried.

Discussion about advertising followed. Mary Peka offered to check various promotions, such as Pure Michigan and MAFE (Michigan Fairs and Exhibitions) to place ads for Funfest. Cheryl Sherman of Osceola Fairgrounds will include our festival in the fairgrounds' advertising in MAFE as well. Sue Crandle will design flyers that can be downloaded or printed, for use by anyone wishing to distribute advertising in their area.

A concert "rain-out" plan was discussed. A decision to cancel the outdoor concert will be made by 6:00 PM on the day of the concert; cancelled concerts will be moved to the community building. If the Friday evening concert has to be moved to the community building, the scheduled Friday night dance will be moved to the Swine barn to make room for the concert. This plan will be advertised in the concert program as well as the festival program. The board thanks Jim McKinney for his help and cooperation in this plan.

Stage Rental: The board reviewed the contract with Knox-Array LLC, which offers the same SL100 mobile stage at a lower cost. The contract includes basic upstage and downstage lighting, sound line-array, wind walls and banner hangers. The club will be responsible for lodging for Knox-Array's 2 set-up/strike technicians. Gail Perna moved to accept the agreement. Sue Crandle seconded and the motion was approved.

The contract calls for a 25% percent deposit, which Deb will send to stage manager Scott Freeman. Scott will also arrange lodging for Knox-Array's technicians.

Schedule of events: At the request of several businesses/organizations in the Evart area, the board is endeavoring to compile a comprehensive list of events held the week of Funfest. Kathy Rayman will be reaching out to groups known to the board who regularly plan their events to coincide with Funfest. A schedule will be made available before next Funfest. Anyone who wants to have their event included is encouraged to contact Kathy.

Education/Loaner Program: Deb Stewart reports that 11 hammered dulcimers were loaned out at Funfest 2018. There are still a few HD's available.

Election: A total of 20 ballots were received. All officers were unanimously re-elected.

ODPC's next board meeting will be held on Saturday May 4th. Location to be announced.

Submitted
Sue Crandle
ODPC Secretary

Proposed Policy Outside Use of the ODPC Logo

In the interest of protecting the ODPC logo, the board shall use the following procedure:

1. Any vendor or person interested in using the ODPC logo shall make a written request to the board for authorization to use the logo on a product.
2. This application shall include the following:
 - A. The name and address, and contact information, for the individual and his or her business if applicable.
 - B. How the logo will be used, including an image of a sample(s) to be produced.
 - C. How long the individual wishes to use the logo and where the items will be sold.

The board will review all applications and will then decide fair compensation to be paid for the use of the logo, depending upon the extent of the usage. The application, along with the board's decision, will then be sent to the ODPC attorney so that a contract can be drawn. The logo may be used by the applicant once the contract is signed by both parties and compensation is received.

Notes from Jim Curtiss:

Normally a trademark license agreement authorizes use of the trademark and restricts the type and duration of the use. Usually there is compensation for use of the trademark.

The Board or the appropriate officer would need to make the decisions on these four items. Those decisions would be incorporated in a licensing agreement. Licensing agreements are what we are paying BMI and ASCAP for.

Once I am told the identity of the licensee, the manner in which the trademark is allowed to be used, how long the use is to be authorized, and what compensation, if any is to be paid, I can draft the agreement.

Allowing use of a trademark without any formal agreement jeopardizes the validity of the trademark.

The attached should do the trick. An agreement is not legally valid unless there is consideration: both parties receiving something of value. That is why paragraph 5 is in there. If there is to be a licensing fee, that can be inserted in the form. If there is no fee, then something else should be stated, such as "one dollar and other valuable consideration" or "promotion of the ODPC Funfest." If more space is needed than is allocated in a particular box, the additional language that will not fit can be included in a separate sheet with "See Attachment 1" inserted in the form box. Signed agreements should be maintained, I would assume by the Secretary.

October 2018 Treasurer's Notes – Deb Stewart

ODPC Board Meeting
October 5, 2018

Financial information Oct 1, 2017 – August 31, 2018.

Gates: Income for 2018 was \$22,726. Bill Beyerlein reported 1,741 wristbands sold. Wristband sales through the fair office was \$10,290 and bands sold at ODPC manned gates was \$12,436.

FYI: Gate income in 2017 was \$25,733. In 2017 ODPC implemented the wristbands and two tiered (\$7 single day, \$15 three day) admissions.

Gate income 2016 was \$17,739.25 and 2015 was \$18,123.00.

T-Shirts: Gross income for 2018 t-shirts sold was \$3,205. Expense for t-shirts \$2,573 (Freckles \$2,348 and Katie Moritz for design \$225). We made a profit of \$632.00.

ODPC gave out 75 t-shirts for volunteer incentives.

ODPC ordered 377 shirts, 18 colors, 72 shirts in each size S – XXL's and 17 XXXL. We had 97 shirts unsold; 51 Sm, 22 Med, 0 L, 0 XL, 21 XXL and 3 XXXL.

We sold a few of last year's (2017) shirts, \$435.

Advertising: YTD \$1,690.23. Websites evertdulcimerfest.org and originaldulcimerplayers.org \$720.23. Print advertising \$970, Dulcimer Players News (2) ¼ page and (1) full page ad \$850 and Katie Moritz \$120 design).

Donations: \$3,200.00 We'd like to thank our members for their generous donations to ODPC.

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|--------------------------|---------|
| Bill Robinson | \$100 |
| Dave and Nancy Scigliano | \$50 |
| Dayna Wright | \$50 |
| Scott Freeman | \$3,000 |

ODPC's fiscal year ends Sept 30th. I will have the year-end financials ready and will report those to the board by the end of October 2018.

Respectfully
Deb Stewart
ODPC Treasurer

Insurance Policies – Deb Stewart, Jim Curtiss

Deb Stewart <Deb835@hotmail.com>

Thu, Aug 16, 3:31 PM

to James, Kathy, me, Gail, Bill, scottfreeman12@gmail.com, Mary

Thank you Jim for your quick response in looking over our insurance policies. I wanted to share your thoughts with the rest of the board for their input, if they wish.

Re-cap for the board. This year we received updated policies for both our Festival Liability and for Board and Director's. I'm not the person to make insurance decisions so I've asked for help. Jim, recently, and Scott, earlier this year, were both gracious enough to step in.

Where do we go from here? Thanks, Deb

From: James Curtiss <jamesccurtiss@msn.com>

Sent: Sunday, August 12, 2018 6:15 AM

To: Deb Stewart <Deb835@hotmail.com>

Subject: Insurance Policies

Deb:

Thank you for the policies.

My legal experience is as a trial lawyer litigating commercial, business, and employment cases. I have occasionally handled cases in which insurance policies figure, but I am by no means an expert in insurance. I do believe, however, that I am able to understand the basic coverages and exclusions. My comments follow.

INDIANA FIDDLERS GATHERING

The Indiana Fiddlers Gathering no longer needs to be shown on the policy as a recipient of notice of nonrenewal/cancellation, since we no longer have any business relationship with them.

RENTED EQUIPMENT/PROPERTY

I am aware that we only rent golf carts and a stage, but I have not seen those contracts. It is possible that our rental agreements may require that we maintain liability coverage in certain amounts. With respect to any rental agreement containing an insurance requirement, it should be verified that our coverage meets the requirement.

Our policy provides no coverage for damage to rented items for which we may be required to reimburse the lessor.

LISTED COMPUTER, AUDIO, MUSICAL, AND OTHER PROPERTY

For our scheduled property, it is important to assure that our lists are up to date and complete. If something is not listed, it is not covered.

The property damage coverage only extends to damage or loss due to theft, fire, earthquake, or some other natural or human catastrophe. If a piece of equipment is, by way of example, dropped and broken, damaged by dampness or weather conditions, or eaten by vermin, the loss is not covered.

We are covered for injury claims connected to the stage, golf carts, and the assembly and disassembly of the various items used in the festival.

Let me know if you have any specific questions and if you would like the copies returned to you.

Jim Curtiss
734-730-8932

RainOut Policy – From Jim McKinney

----- Forwarded message -----

From: **Jim McKinney** <stringtet@charter.net>
Date: Wed, Sep 19, 2018 at 11:10 AM
Subject: Re: Funfest Friday Night Dance
To: Sue Crandle <odpcworkshops@gmail.com>
Cc: Loretta McKinney <loret@charter.net>

Hi Sue,
Thanks for contacting us.

If the stage show can't take place in the grandstand because of rain, my preference would be to leave the times for the stage show and dance as they are and just shuffle locations. The dance could move to the Swine Barn and the Stage Show to the Community Building. Announcements could be posted at both locations and broadcast over the P. A. throughout the day. Once a Rainout Policy is in place, those directions could become part of the festival program so everyone knows what to expect ahead of time.

In the event of a rainout, I think keeping the same time schedule and changing locations would be the easiest and least impactful solution to the problem.

Thanks again,
Jim

> On Sep 19, 2018, at 10:36 AM, Sue Crandle <odpcworkshops@gmail.com> wrote:

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> Hi Jim and Loretta,

>

> As you may know, the Saturday evening concert at Funfest was rained-out this year. The concert was moved to the community building. It turned out okay, except there wasn't enough room and many people were turned away.

>

> At our wrap-up meeting after the festival, the rain-out was discussed at length. The possibility of it happening on a Friday night came up, and since moving the concert to the community building would seriously interfere with the dance, I said I would ask for your opinions. The board will be discussing a rain-out policy at the October meeting.

Sue

Youth Area – Deb Gorby Fall 2018

I wanted to confirm how the budget timeline works and if I can purchase say a youth-sized autoharp or two for example with remaining budget in a given ODPC year? Would I need special approval to do that if it's within my remaining budget?

Regarding the fairgrounds and buildings available, is the little barn right next to the Rabbit barn one we could use? Sherese Mom was doing fiddle classes with youth on the side these past 2 years (that I've been aware of) and I was wondering if that barn is available for them/our youth to use?

In non-Funfest ODPC news, my kids & I have been doing Instrument Petting Zoos at area libraries and have had fun doing that. I mention ODPC when we bring out our hammered dulcimer so families can know about ODPC and the loaning opportunity. Since we have the mountain dulcimers available, I have offered to do some classes at area libraries for youth (like the intro youth classes done at Funfest.) So I have 1 Mountain Dulcimer class scheduled at the library in Remus and possibly 2 more at other local libraries, all in October. I have 3 more instrument petting zoos coming up as well. My kids both help demonstrate the instruments and hopefully we're inspiring other kids to try some of these instruments including the dulcimers & autoharp amongst others.

I would really like to have something official to hand out when going places for petting zoos and/or when my kids & I play different places so people know of ODPC and the awesome opportunity to loan a dulcimer! I haven't yet done anything with the article sent to me to create a handout. I'm making sure again if anyone has something already made up? Or is this something ODPC would want to have made officially (with nice graphics, etc) - a printable brochure that can be put on the website but that we can also print and hand out?