DEPARTMENT OF THE ARMY
UNITED STATES ARMY GARRISON BAVARIA
UNIT 28130
APO AE 09114-8130

AMIM-BAW

MEMORANDUM FOR All Non-Federal Entities in USAG Bavaria

SUBJECT: USAG Bavaria Policy Memorandum #35, Non-Federal Entity (NFE) Policy to Operate on USAG Bavaria Military Installations.

1. References:

a. Department of Defense Directive (DoDD) 1344.10, Political Activities by Members of the Armed Forces.

b. Department of Defense Instruction (DoDI) 1000.15, Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations.

c. DoDI 4525.09, Military Postal Service.

d. DoDI 5035.05, Combined Federal Campaign Fundraising within the DoD.

e. DoDI Regulation 5500.07-R, Joint Ethics Regulation.

f. AR 1-10, Fundraising within the Department of the Army.

g. AR 15-6, Procedures for Preliminary Inquiries, Administrative Investigations, and Boards of Officers.

h. AR 58-1, Management, Acquisition, and Use of Motor Vehicles.

i. AR 210-22, Support for Non-Federal Entities Authorized to Operate on Department of the Army Installations.

j. AR 405-80, Management of Title and Granting Use of Real Property.

k. AE Regulation 210-22, Private Organizations and Fundraising Policy.

l. AE Regulation 600-700, Identification Cards and Individual Logistic Support.

m. DoD Manual 1402.05, Background Checks on Individuals in Department of Defense Child Development and Youth Programs.

n. IMCOM-E Policy Letter #9, Facility Support to Private Organizations.

o. AR 930-4, Army Emergency Relief.

2. Non-Federal Entities (NFE) play an important role in creating a positive community environment and improving the quality of life on Army installations by offering a wide variety of activities and services that provide avenues of support, esprit de corps, relaxation, and social interaction which would not otherwise be available. All individuals living and/or working on our installations are encouraged to participate in recognized NFEs, however, it is important that individuals who elect to participate must do so of their own free will without coercion or pressure from commanders and supervisors.

3. Enclosure (1) to this policy establishes procedures and responsibilities for the operation of NFEs on USAG Bavaria Military installations.

4. Point of contact is the Directorate, Family and MWR, at DSN 526-9030 or email: usarmy.bavaria.id-europe.list.dfmwr-nfe@army.mil.

DEREK G. DROUIN
COL, AR
Commanding

8 Encls.
1. Process
2. References
3. NFE Checklist
4. Space Requirement Request
5. License to Use Facility
6. Fundraising Event Request
7. After Action Report
8. Facility Request

1. Non-Federal Entities (NFE) play an important role in creating a positive community environment and improving the quality of life on Army installations by offering a wide variety of activities and services that provide avenues of support, esprit de corps, relaxation, and social interaction which would not otherwise be available. All individuals living and/or working on our installations are encouraged to participate in recognized NFEs, however, it is important that individuals who elect to participate must do so of their own free will without coercion or pressure from commanders and supervisors.

2. This policy establishes procedures and responsibilities for the operation of NFEs on USAG Bavaria Military installations.

3. General Principles.

a. Tier of Non-Federal Entities.

(1) Tier I – consists of NFEs for which Federal law directs or encourages the DOD and military services to provide non-reimbursable logistical facility support. Examples are the American Red Cross (ARC) and Credit Unions.

(2) Tier II – consists of NFEs for which discretionary non-reimbursable support is authorized, but not required by Federal statute, and for which such support is also authorized by the JER. Examples are Boy Scouts and Girl Scouts of America and the United Services Organization (USO).

(3) Tier III – consists of NFEs for which space or facility support should be on a reimbursable basis unless the extent of the use is so negligible that it would be cost-prohibitive for the garrison to charge for utilities and other costs. Where cost effective, facility support provided to these NFEs is expected to be on a reimbursable basis, unless and until an exception to current DOD policy is approved at the appropriate level. Examples are Spouses groups and the Veterans of Foreign Wars.

(4) Tier IV – lists NFEs for which no dedicated space or facility support is currently provided.

(5) Recreational and Educational – NFEs operating as bona fide extensions of appropriated or non-appropriated fund recreational or educational activities. Examples are Bowling Leagues and-, Key Clubs.

(a) Recreational NFE operating in coordination with Directorate of Family and Morale, Welfare and Recreation (DFMWR) activities, such as Bowling leagues.

(b) Organizations formed and operated in conjunction with DFMWR Family services that operate under the administrative supervision of Army Community Service.

(c) Organizations formed and operating in conjunction with the Department of Defense Education Activity (DODEA) that work under the administrative supervision of school faculty/staff members, such as school drama clubs, language clubs, Key Clubs.

b. European Theater Requirement. Within the European theater, minimally 51% of NFE members must have SOFA status. Individuals with SOFA status include U.S. and sending States' military and civilian personnel, their accompanying dependent Family members, and contractor employees with status under agreements between the U.S. Government and the HN (article 71, 72, or 73 of the NATO SOFA SA for Germany).

c. Limitations on Non-Federal Entities.

(1) NFEs are not part of the military and therefore not entitled to immunities and privileges given to government entities.

(2) NFEs are not endorsed by the Army.

(3) NFEs cannot conduct activities that may discredit the Army, DoD, or the Federal Government.

(4) NFEs may not duplicate or compete with authorized Army or Non-appropriated Fund Instrumentalities (NAFI) activities and will not impose a financial obligation on the Army or a NAFI.

(5) NFEs cannot receive financial assistance from NAFI in the form of contributions, repairs, services, dividends or other donations of money or other assets.

(6) NFEs must comply with fire and safety regulations, child abuse prevention laws and policies, environmental laws, United States and Host Nation tax codes, and other applicable international agreements, statues, and regulations.

(7) NFEs will not engage in the distribution or sale of alcoholic beverages, tobacco, pharmaceuticals, or narcotics at any time.

(8) NFEs cannot use Army legal, audit, transportation (see AR 58-1, para 2-3 and 6-2f. for exceptions), printing, information management activities, clerical, financial, copying, management and procurement services. However, the Installation may provide the following services on a space available basis:

(a) Intra-theater delivery service (IDS) in accordance with DODI 4525.09.

(b) Military postal service facilities

(c) Logistical support according to the Joint Ethics Regulation, chapter 3-211.

(d) Authority for NFE to establish a bank account with on-post Defense Finance and Accounting Service (DFAS) contracted banking institute.

4. Ethical Considerations. NFEs are unofficial activities and United States (US) Military and Department of Defense (DoD) Civilian Employees will remain neutral in dealing with NFEs while acting in their official capacity; there will be no preferential treatment or appearance of favoritism. US Military Members and DoD Employees will not be assigned to work for a NFE as an official duty. US Military Members and DoD Civilian Employees who become members of NFEs do so in a separate capacity from their official government work.

a. The Joint Ethics Regulation (JER) prohibits the use of an official position to direct the operations of, endorse, or grant preferential treatment of any NFE; U.S. Military Members and DoD Civilian Employees are prohibited from representing any NFE to the Government, any government body or employee.

b. U.S. Military Members and DoD Civilian Employees who are officers or active participants in a NFE are subject to strict requirements when supporting NFEs in official capacities.

c. US Military Members and DoD Civilian Employees may not conduct NFE business on government time or use government personnel, supplies, vehicles, equipment, email accounts or other services without proper authority, as defined by appropriate regulatory guidance.

d. US Military Members and DoD Civilian Employees cannot endorse or appear to endorse membership drives or fundraising for NFEs except as allowed by other regulations i. e., Army Emergency Relief (AER) and Combined Federal Campaign (CFC).

5. Responsibilities.

a. Garrison Commander (GC). The GC is the approval authority for all NFE requests to operate on USAG Bavaria installations and may revoke permission to operate at any time.

b. Directorate of Family and Morale, Welfare and Recreation (DFMWR). The USAG Bavaria DFMWR serves as the NFE Administrator on behalf of the GC, and:

(1) Is the first stop for requests for NFE information, requests to operate, questions, concerns, and fund-raising requests.

(2) Initiates routing of all requests to operate on the installation and maintains a suspense status tracking system for each NFE.

(3) Maintains NFE files and monitors compliance with applicable guidelines.

(4) Processes and either approves or denies fundraising/event requests.

(5) Receives and processes reports of NFE non-compliance and/or misconduct.

6. Application and approval process. A Non-Federal Entity (NFE) must have the Garrison Commander's written consent to operate on the installation, even if the NFE has permission to operate from another installation.

a. A newly petitioning NFE must submit a packet (Enclosure 3), containing the below listed documents, to the NFE Administrator's office.

(1) Written request for permission to operate, signed and dated.

(2) Statement or documentation identifying the NFE's nature, functions, objectives, planned use of funds and activities.

(3) Copies of both the Organization Charter and Articles of Agreement; or, if the NFE will operate under the umbrella of a parent or national level entity, copies of its Organization Charter and Articles of Agreement. Copies must be signed and dated by the NFE president.

(4) A statement that the NFE will neither propagate nor promote extremist activities nor advocate violence against others or the violent overthrow of the Government.

(5) Statement that NFE activities will not seek to deprive individuals of their civil rights. NFE must state that they will not engage in any form of partisan political activity as defined by DoDD 1344.10.

(6) An explanation of membership eligibility and responsibilities for all management functions (including accountability of assets, coverage, and limitation of insurance and disposition of remaining assets on the breakup of the NFE).

(7) A current listing of locally elected officers, that have SOFA status, to include their names, emails, addresses, and telephone numbers. (U.S. Military Member's and DoD Civilian Employee's official emails, phone numbers, and duty addresses may not be used.)

(8) A copy of appropriate tax-exempt status.

(9) Proof of adequate insurance as protection against public liability claims, property damage claims or other legal actions arising from NFE activity.

(10) A statement acknowledging that neither the installation nor the Government will be liable for the NFE actions or debts.

(11) A statement acknowledging NFE responsibility if assets are not enough to cover all its liabilities that includes a provision that all State and jurisdictional laws are met; the extent of the NFE members' personal liability for debts of, or claims against; verification that NFE members do not personally profit from NFE income, except through salaries and wages as NFE employee; do not receive award recognition for services rendered to NFE or community; and, do not receive membership in an investment club.

(12) Employer Identification Number (EIN) for banking privileges.

(13) Proof of fidelity bonding for members for NFE employees handling monthly cash flow exceeding $500, equal to the normal maximum amount of cash handled.

(14) Confirmation that current and future NFE personnel and volunteers who have regular contact with children under 18 on the Installation have undergone appropriate background checks. As outlined in DOD Manual 1402.05.

(15) Statement acknowledging reporting and fund-raising requirements.

(16) Temporary space request, if applicable (Enclosure 4) that includes an agreement to reimburse the Army for utility expenses, unless deemed incidental (i.e., would cost more to bill and collect than it costs to provide the utility). If a facility is granted temporarily, the NFE must sign and post the Facility License (Enclosure 5).

(17) Statement acknowledging that the NFE may only operate with GC's approval; that the GC is under no obligation to approve the request; and, that the GC may revoke approval to operate at any time.

b. NFE Administrator will route the completed application through the Office of the Staff Judge Advocate for review, and then to the GC for consideration. The petitioning NFE will receive written notification of the GC's decision.

7. Reporting requirements.

a. Once approval is granted, the NFE Administrator will monitor the NFE compliance with this policy.

b. NFEs are required to submit the following to the NFE Administrator:

(1) Written notification of any major changes in NFE activities, membership, requirements, officers, objectives, constitutions, bylaws, use of funds and/or management functions within 30-days of the change.

(2) Updated bylaws signed by the new NFE president within 5 business days of the appointment.

(3) Monthly Financial Statements signed and dated by both president and treasurer.

(4) Monthly Meeting Minutes signed and dated by the president and secretary.

(5) Written notification of dissolution of NFE within 5 business days of decision.

c. NFEs must attend a mandatory annual briefing scheduled by the NFE Administrator in coordination with the Office of the Staff Judge Advocate.

d. Failure to report can result in suspension or revocation of NFE's approval to operate.

8. Revalidation and renewal process. Approval to operate is valid for 2-years. NFEs must submit a request for revalidation to have approval to operate renewed.

a. NFEs wishing to seek revalidation and renewal of their authority to operate are required to submit a request to NFE Administrator no less than 90 -days before the expiration date of their approval to operate.

b. Request must include the following:

(1) Changes in NFE activities, membership, requirements, officers, objectives, constitutions, bylaws, use of funds and/or management functions (Enclosure 3).

(2) Audit results. NFEs with gross annual revenue of $1,000 or more must be audited at least once every 2 years at their own expense and will provide the audit to the NFE Administrator. Additionally, the NFE must be audited at the time of the change of Treasurer, regardless of the time elapsed since the last audit. NFEs audited biannually by their national headquarters may submit a copy of those audit results as part of annual reporting. Audits must meet the following criteria:

(a) NFEs using a double-entry accounting system will have audits conducted by a qualified auditor (a public accountant or certified public accountant licensed by a State or other recognized licensing jurisdiction). The auditor's certificate of credentials must be submitted with the audit.

(b) NFEs using a single-entry accounting system will be audited as follows:

(1) If the NFE only receives contributions, dues, and assessments from internal members, an NFE member who holds no office and is at least 18 years of age or a qualified auditor may conduct the audit.

(2) If the NFE engages in external fundraising, the audit must be completed by an appointed committee of three NFE members who hold no office and are at least 18 years of age, or a qualified auditor.

(3) A copy of appropriate tax-exempt status. When a parent NFE controls taxes for local chapters, the local NFE will provide a statement to this effect, but it must be signed by an official of the parent NFE headquarters.

c. NFE Administrator will route the completed revalidation and renewal application through the Office of the Staff Judge Advocate for review, and then to the GC for consideration. The petitioning NFE will receive written notification of the GC's decision.

9. Non-compliance and misconduct complaints. To remain in good standing, NFEs must adhere to the conditions, standards, and requirements defined as outlined in this policy. In the event if the NFE Administrator receives a report of non-compliance or a misconduct complaint, the following actions may be taken:

a. NFE Administrator will immediately notify the Garrison Commander in writing of the report of non-compliance or misconduct.

b. If the Garrison Commander believes that the Allegation(s) rises to the level requiring an investigation, the allegations will be investigated in accordance with Army Regulation 15-6 Procedures for Administrative Investigations.

(1) Once contacted, the NFE has seven (7) business days to respond to the Investigating Officer (IO). Failure to respond within 7 business days will result in formal notification from the NFE Administrator to the NFE President that the NFE's approval to operate has been suspended for 30 days; if the NFE has not complied within that time, its approval to operate will be withdrawn.

(2) The IO will complete the investigation and present results for legal review no later than fifteen (15) business days from receipt of NFE response. The results and recommendations must be presented to the GC by the twentieth (20) business day.

(3) The NFE will be notified, in writing, of the investigative outcome and any corrective actions necessary. The GC will determine a timeline for NFE to demonstrate that corrective actions have been taken. The GC can withdraw approval to operate.

c. If the Garrison Commander does not believe that the allegations warrant an investigation he or she may direct other, less severe measures to correct the

issue(s) identified.

10. Fundraising. There is no right to fundraise on USAG Bavaria installations, and fundraising activities will only be authorized occasionally.

a. The Director of Family and MWR has delegated authority to approve requests for fundraising and the NFE Administrator is the point of contact for all fundraising activities.

b. NFEs require advance approval for fundraising events and must receive approval from the NFE Administrative Office for all fundraising events.

c. Requests to conduct fundraising will be submitted to the NFE Administrator at least 30 days before the event. The request (Enclosure 6) must identify who, when, where, how, what (items or service) and where of the fundraiser; the purpose for which the fundraiser is being held; and, if applicable, the facility manager's approval where the fundraiser is planned. An After-Action Report (AAR) is due no later than 14 days after the event (Enclosure 7). Incomplete applications will be returned.

d. The following conditions apply to fundraising:

(1) Fundraisers will not be conducted in the workplace.

(2) Members of the NFE who are on official government duty will not participate in fundraising activities.

(3) DoD personnel may not endorse a private organization fundraiser, personally solicit subordinates prohibit sources or require subordinates to participate in fundraising activities.

(4) Fundraisers are limited to individuals with NATO SOFA status. Funds may not be solicited or accepted from host nation citizens or other individuals without NATO SOFA status or individual logistical support under AE Regulation 600-700.

(5) Alcohol may not be sold or distributed.

(6) Fundraising events involving prepared food sales require personnel participating to be trained in Food Handling Procedures.

(7) NFE must have facility manager approval to conduct fundraisers in or on the facility grounds. The facility request form is Enclosure 8.

(8) This policy does not cover NFEs participation in DFMWR events such as bazaars and Volksfests, these are covered by either formal agreement or contractual relationship.

(9) All fundraising requests will be reviewed by the Office of the Staff Judge Advocate.

(10) NFE must have copy of approval at the location during fundraising event.

(11) After-action reports need to be submitted not later than 14 business days after the event.

Department of Defense Directive (DoDD) 1344.10, Political Activities by Members of the Armed Forces, 19 February 2008.

Department of Defense Instruction (DoDI) 1000.15, Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations, 24 October 2008.

DoDI 4525.09, Military Postal Service, Change 3, 23 October 2024.

DoDI 5035.01, Combined Federal Campaign Fundraising within the DoD, Change 2, 13 April 2022.

DoDI Regulation 5500.07-R, Joint Ethics Regulation, 15 May 2024.

AR 1-10, Fundraising within the Department of the Army, 22 January 2026.

AR 15-6, Procedures for Preliminary Inquiries, Administrative Investigations, and Boards of Officers, 22 June 2025.

AR 58-1, Management, Acquisition, and Use of Motor Vehicles, 30 June 2025.

AR 210-22, Support for Non-Federal Entities Authorized to Operate on Department of the Army Installations, 12 May 2022.

AR 405-80, Management of Title and Granting Use of Real Property, 22 April 2024.

AE Regulation 210-22, Private Organizations and Fundraising Policy, 4 April 2022.

AE Regulation 600-700, Identification Cards and Individual Logistic Support, 26 February 2025.

DoD Manual 1402.05, Background Checks on Individuals in Department of Defense Child Development and Youth Programs, 24 January 2017.

IMCOM-E Policy Letter #9, Facility Support to Private Organizations, 22 April 2025.

AR 930-4, Army Emergency Relief, 29 December 2024.

Non-Federal Entity (NFE) Checklist

NFE Name: _____

Type: Establishment Renewal Re-establishment

	Copies of both the Organization Charter and Articles of Agreement; or, if the NFE will be operating under the umbrella of a parent or national level entity, copies of its Organization Charter and Articles of Agreement. Copies must be signed and dated by all current and/or proposed officers.
	Statement or documentation identifying the NFE's nature, functions, objectives.
	Statement that the NFE will neither propagate or promote extremist activities nor advocate violence against others or the violent overthrow of the Government.
	Statement that NFE activities will not seek to deprive individuals of their civil rights.
	NFE must provide a statement that they will not engage in any form of partisan political activity as defined by DoDD 1344.10.
	An explanation of membership eligibility and planned use of funds.
	Responsibilities for all management functions (including accountability of assets, coverage, and limitation of insurance).
	Disposition of remaining assets on breakup of the NFE.
	Statement acknowledging that neither the installation nor the Government will have any liability for the NFE actions or debts.
	Statement acknowledging NFE responsibility if assets are not enough to cover all its liabilities that includes a provision that all State and jurisdictional laws are met; the extent of the NFE members' personal liability for debts of, or claims against; verification that NFE members do not personally profit from NFE income, except through salaries and wages as NFE employee; do not receive award recognition for services rendered to NFE or community; and, do not receive membership in an investment club.
	Confirmation that current and future NFE personnel and volunteers who have regular contact with children under 18 years of age on the Installation have undergone appropriate background checks. As outlined in DOD Manual 1402.05. Background check authority: _____ Date: _____
	Statement acknowledging reporting and fund-raising requirements.
	Agreement to reimburse the Army for utility expenses, unless use is incidental (would cost more to bill and collect than it costs to provide the utility.
	Statement acknowledging that the NFE may only operate with GC's approval; that the GC is under no obligation to approve the request; and, that the GC may revoke approval to operate at any time.

Charter, Articles, Constitution/Bylaws

Required information

	Written request for permission to operate, signed and dated.
	A current listing of locally elected officers, that have SOFA status, to include their name, email, address, and telephone numbers (U.S. Military Member's and DoD Civilian Employee's official mail, phone numbers and duty addresses may not be used.)
	A copy of appropriate tax-exempt status.
	Employer Identification Number (EIN) for banking privileges. EIN: _____
	Proof of fidelity bonding for members for NFE employees handling monthly cash flow exceeding $500, equal to the normal maximum amount of cash handled.
	Proof of adequate insurance as protection against public liability claims, property damage claims or other legal actions arising from NFE activity. Policy #: _____, Name: _____, Expiration Date: _____.
	Temporary space request, if applicable (Enclosure 5) that includes agreement to reimburse the Army for utility expenses, unless deemed incidental (i.e., would cost more to bill and collect than it costs to provide the utility).
	NFE members' SOFA status statement.

Space Requirement Request

Name of Non-Federal Entity: _____ Date: _____

MEMORANDUM FOR U.S. Army Garrison Bavaria, Attn: DFMWR, Non-Federal Entity Administrator, Unit 28130, APO AE 09114

SUBJECT: Request for Required Space

1. The NFE, _____, Tier ___, is requesting temporary assignment of space within the garrison for the exclusive purpose below:

_____

Military Installation: _____ Space Size (sft): _____
Anticipated Frequency of Use: _____ Average # of users: _____
Justification/Purpose (incl. Storage Requirements):

_____

_____

_____

_____

2. We understand that use of this space must be approved in writing by the Garrison Commander, can be revoked at any time due to mission requirements and is subject to inspection. If the space is revoked, the Non-Federal Entity (NFE) will clear the occupied space within 14 days from notification. Any items found in the space after 14 days will be removed and disposed of IAW DoD and Army guidelines on unclaimed property.

3. The NFE agrees to assume responsibility for any equipment located in the assigned space during occupancy and for reimbursing the Army for repair cost of any damage caused by the NFE.

4. Name of Representative/Phone Number: _____

Following space is assigned on a non-reimbursable basis.

Military Installation: _____ Bldg #: _____ Room # (if appl.): _____

Expiration Date: _____

Concur Non-concur

Director
Public Works

Approved Disapproved

COL,
Commanding

LICENSE TO USE U.S. ARMY GARRISON BAVARIA FACILITIES

THE COMMANDER, U.S. ARMY GARRISON BAVARIA hereby grants to:

_____Licensee) a license (License), for the real property listed in the USAG Bavaria Real Property records identifying the facility's location, _____, and _____ scope of authorized use. This License may be revoked at any time and is valid until _____.

This license is not subject to Title 10, United States Code, Section 2662.

THIS LICENSE is granted pursuant to Army Regulation (AR) 210-22, paragraph 3-3 b., e., AR 405-80, paragraph 3-5 d., and the Joint Ethics Regulation 3-211b., and is subject to the following conditions:

1. That the exercise of the privileges hereby granted shall be under the general supervision and subject to the approval of the Garrison Commander having immediate jurisdiction over the property, hereinafter referred to as "the Commander" and is subject to such rules and regulation as may be prescribed by the Commander.

2. That any property of the United States Government, the Department of Defense, the United States Army, or U.S. Army Garrison Bavaria (collectively the "Government") damaged or destroyed by the Licensee, incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Licensee to the satisfaction of the Commander, or in lieu of such repair or replacement, the Licensee shall, if so required by the Commander, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of the Government's property.

3. That the Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Licensee, or for damages to the property or injuries to the person of the Licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from Governmental activities on said premises, and the Licensee shall hold the Government harmless from any and all such claims.

4. That the Commander may terminate the license at any time. Upon termination of this License, the Licensee shall, within the designated time, vacate the said premises, remove all property therefrom, and restore the premises to a condition satisfactory to the Commander. If the Licensee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Commander, said property shall either become the property of the Government without compensation therefor, or the Commander may cause the property to be removed and the premises to be restored at the expense of the Licensee, and no claim for damages against the Government or its officers or agents shall be created by or made on account of such removal and restoration work.

5. That the Licensee shall only use the assigned space as approved in accordance with the bylaws. The Licensee shall neither transfer this license nor sublet the said premises or any part thereof, nor perform modifications or grant any interest, privilege, or license whatsoever in connection with this license, nor permit any third party to occupy or perform revenue generating activities without permission in writing from the Commander.

6. This License is granted without charge and may include utilities, in-place equipment, and janitorial services without charge, as long as the use is incidental to US Government use. However, the Government shall be under no obligation to furnish utilities or services.

7. By using the Property, the Licensee agrees to be bound by the foregoing terms and conditions and covenants that the Licensee bears sufficient insurance to cover any damage or injury that may result from the use of any Government property.

IN WITNESS WHEREOF I have hereunto set my hand as Commander, USAG Bavaria this _____day of _____, 20_____.

COL,
Commanding

THIS LICENSE, together with the provisions and conditions thereof, is hereby accepted this _____day of _____20___.

X_____
SIGNATURE OF LICENSEE (NFE) ORGANIZATION'S AGENT

_____
LICENSEE (NFE) ORGANIZATION

DFMWR Compliance Verification:

Date: _____

Signature: _____

USAG Bavaria Fundraising Request

Name of Organization:_____

Name and Type of Fundraiser:_____

_____

Date:_____ Time:_____Location:_____

Detailed Explanation of Planned Activities:_____

_____

_____

_____

Supplies (include procurement location):_____

Vendor: _____

Guidelines

Fundraisers will not be conducted in the workplace.
Members of the NFE who are in official duty status will not participate in fundraising activities.
DoD personnel may not endorse a private organization fundraiser, personally solicit subordinates or prohibit sources or require subordinates to participate in fundraising activities.
Fundraisers are limited to individuals with NATO SOFA status. Funds may not be solicited or accepted from host nation citizens or other individuals without NATO SOFA status or individual logistical support under AE Regulation 600-700.
Alcohol may not be sold or distributed.
Attach location/facility approval as applicable.
Fundraising events involving prepared food sales require personnel participating to be trained in Food Handling Procedures.
NFE must have facility manager approval to conduct fundraisers in or on the facility grounds.
All fundraising requests will be reviewed by the Office of the Staff Judge Advocate.
After action reports need to be submitted not later than 14 business days after the event.
After Action Report is due not later than 14 days after the event.
Forward request to **usarmy.bavaria.imcom-fmwrc-nfe@army.mil** no later than 30 days before scheduled event, Tel: 09641-70526-9036, Bldg 539, Rm 110.

I understand guidelines and confirm compliance:

POC:_____Phone/Email:_____

Signature:_____Date:_____

Legal Review.

☐ No legal objections ☐ Legal Objections Signature:_____

Garrison Commander/Delegated Representative

☐ Approved ☐ Disapproved Signature:_____

After Action Report due:_____

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Subject: USAG Bavaria Policy Memorandum #35, Non-Federal Entity (NFE) Policy to Operate on USAG Bavaria Military Installations

AFTER ACTION REPORT (AAR)

AARs are due **NLT 14 calendar days** after the event and must be sent to: usarmy.bavaria.id-europe.list.dfmwr-nfe@army.mil.

Name of Organization:_____

Type of Fundraiser:_____

Start Date of Event:_____ Date of Conclusion:_____

Name/phone number/email address of person submitting AAR:

Financial Summary:

Total Collected*: _____

Less Prepaid Expenses**: _____

Less Cost of Goods Sold***: _____

Net Income: _____

***Total Collected** is total money collected from all sources during event*
****Expenses** include rented space, advertising, etc.*
*****Cost of Goods Sold** is the cost of all goods purchased for resale, both before and during the event.*

Funds will be used for: *(provide a detailed description)*

_____

_____

Event Summary: *(Describe event, i.e. Outcome, Successes, Challenges, Suitability of location, etc.) Add additional pages, if necessary)*

_____

_____

_____

_____ _____

(Date) *(Signature of Event Coordinator)*

AMIM-BAW
SUBJECT: USAG Bavaria Policy Memorandum #35, Non-Federal Entity (NFE) Policy to Operate on USAG Bavaria Military Installations.

REQUEST FOR USE OF A FACILITY FOR A FUNDRAISER

(Name of Non-Federal Entity/Informal Funds)

Date

MEMORANDUM THRU (***Facility Name, Facility Manager's Name***)

MEMORANDUM FOR Commander, U.S. Army Garrison Bavaria, Attn: D, FMWR, NFE Administrator, Unit 28130, APO AE 09114-8130

SUBJECT: Request for Use of Facility

1. Request the use of (***name of the facility and/or specific area, building number, room number, etc***) during the period (***dates and times***). The (***name of the facility***) will be used to conduct the (***name of the event***).

2. (***enter organization Name***) understand that coordination with the facility manager does not constitute approval of the PO's event. Coordination assures the Garrison Commander that the facility manager can support your request. Further, (***enter organization Name***) will not start advertising this event until (***enter ORGANIZATION Name***) receives approval from the Director of Family and MWR.

3. (***enter ORGANIZATION Name***) agrees to assume responsibility for all equipment located in the space utilized during occupancy by the (***enter ORGANIZATION Name***) or for which a direct cause of its loss is attributable to an act of commission or omission by (***enter ORGANIZATION Name***). (***enter ORGANIZATION Name***) agrees to assume the cost of repair and/or replacement of damaged, lost, or stolen equipment within 10 working days following initiation of the report of survey. Funding for such repair or replacement shall be borne by the (***enter ORGANIZATION Name***).

4. POC is (_____) at (_____).

_____

ORGANIZATION Officer's Name, Title and Signature

Requested Facility/Space:

_____ Concur _____ Non-Concur

_____ _____ _____

Facility Manager's Name (Print) Facility Manager's Signature Date

Conditions of Use:

_____