

# **Williamsburg Settlement Maintenance Association (WSMA)**

## **Rules and Regulations Governing the Rental of the Clubhouse Rooms and Pool**

**Revised November 2011**

The Board of Directors has the right to amend these rules at any time.

# **WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION POLICIES FOR RENTAL OF THE BIG OR SMALL ROOMS**

## **Purpose**

To provide a uniform policy by which the property owners and resident members of Williamsburg Settlement may enjoy preferred usage of the facilities for general membership functions and to provide opportunity for private or organizational functions to be scheduled. Additionally, it is the opinion of the Board of Directors that residents using the facility for private functions should share in the operating expenses.

## **Requirements**

Any member (or his tenant) in good standing (maintenance fees paid current and not in violation of deed restrictions) is eligible to rent the facility.

## **Policy**

1. Applicant, aka the Renter, hereby agrees not to use, occupy or permit the use or occupancy of the Clubhouse for any purpose which is, directly or indirectly, forbidden by law, ordinance or governmental or municipal regulations or order, or which may be dangerous to life, limb or property. In particular, applicant must adhere to all state and liquor laws.
2. Any group using the facility must have resident representation.
3. Use of the facility for the generation of taxable profit or any "BUSINESS" activity is strictly prohibited.
4. The Clubhouse may be reserved with a notice of at least ten (10) working days, and reservations are made on a first come first served basis except for Association functions or meetings which shall take priority. The rental booking procedure is defined on the Association web site, [www.wsmaonline.org](http://www.wsmaonline.org) which also gives a summary of the rental rules and the current fee structure. The latter are also included in every edition of the monthly Association newsletter and may be revised by the Board of Directors at any time.
5. The rental fee is due at the time of reservation and the Applicant hereby agrees to notify the WSMA Board of any change during the requested period of use to any of the submitted information.
6. A responsible resident must be designated who assumes responsibility for the facility and must provide indemnification to the Board for all occurrences arising from the group's use of the facility. See Attachments A and B.
7. The maximum number of occupants for any function per fire code is 100 people in the Big Room and 20 in the Small Room.

8. At all teenage functions, parents and/or chaperones must be present at all times. A one (1) per ten (10) ratio is required. Chaperones' names and numbers must be listed on booking sheet for verification.
9. The Key(s) for the Clubhouse must be obtained from the clubhouse Rental Agent and returned by 10:00 AM the next morning.
10. Prior to use of the facility the checklist supplied by the Association must be completed and returned after use of the facility to the Rental Agent. See Attachment C.
11. No unauthorized repairs are allowed. The booking agent should be immediately notified of any required repairs, which will be handled by the Board of Directors
12. Decoration Policy
  - Any decorations used during the rental period shall be temporary whereby they will not mar any building surfaces.
  - The use of tape, tacks, nails or staples on the walls; floors or ceiling will result in a portion of the deposit being withheld to cover the cost to repair damage
  - Masking tape temporarily applied to glass, plastic, wooden trim or door surface is normally acceptable if done reasonably.
  - All decorations and similar materials must be made of fireproof material.
  - ALL BALOONS SHALL BE KEPT AWAY FROM FANS to prevent the attached ribbons from wrapping around and potentially causing damage.
13. Smoking within the Clubhouse is NOT ALLOWED. The renter assumes full responsibility for any damages caused due to cigarettes, cigars or pipes.
14. No pets or animals are allowed in the clubhouse. There is no parking directly in front of the Clubhouse (signs posted) violators will be ticketed.
15. Noise must be kept down to a level as not to disturb nearby residents. Violations which result in the Sheriff's Department being called will result in forfeiture of the security deposit.
16. An authorized security guard must be present at all functions where attendance is in excess of 50 or more people and continues past 6:00 PM or when the attendance includes 20 or more people between the ages of 13 and 21 unaccompanied by their family members. When alcohol is served the Sherriff's Department mandates that two security guards are required. The cost of the security guard(s) shall be responsibility of the applicant. The resident must submit a completed Security Sign-Off Sheet (Attachment D) for each Officer. Failure to hire the required security guard(s) or to submit the required documentary evidence will result in the automatic loss of the security deposit.

Only persons commissioned by the State of Texas as Peace Officers qualify as

authorized security guards. Security guards must be in appropriate department uniform and have jurisdiction in Harris County.

17. All events must be concluded by midnight. Facility cleanup can be conducted following the conclusion of the event..
18. The Renter is responsible for removing the trash from the facility, vacuuming and moping the floor and leaving the facility in a clean and orderly condition. (You must provide your own vacuum and cleaning equipment).
19. WHEN RENTING THE BIG ROOM, BEFORE LEAVING THE CLUBHOUSE, CONFIRM THAT ALL ITEMS LISTED ON THE REAR OF THE KITCHEN DOOR HAVE BEEN COMPLETED.
20. The Renter is responsible for securely closing and locking of all windows, doors and gates in the Clubhouse when leaving, and for turning the A/C to 85 degrees if on Cool, or 60 degrees if on Heat and turning off all lights and fans.

## Agreement

1. Renter agrees to, and to abide by, all provisions included in the above Policy statement.
2. Renter hereby agrees to be responsible for cleaning up all areas immediately following their use, leaving the property clean and removing all litter and debris, i.e. the Clubhouse must be vacuumed, swept and mopped. A walk-through of the Clubhouse will be done after the event. This walk-through will take place within 24 hours of the event. If damage is noted or if the Clubhouse is not cleaned the cost of such cleaning and repair will be deducted from the security deposit. If the cost of cleanup and repair exceeds the amount of the deposit, the applicant agrees to pay the cost of all repairs and cleaning. If the Clubhouse is properly cleaned after the function and no damage is evident from the final inspection, the security deposit will be made available for pick-up from the Booking Agent or, with the Renter's prior consent, shredded.
3. By signature below, Renter hereby agrees to use the Clubhouse and all areas appurtenant thereto at its own risk and to indemnify and save the Williamsburg Settlement Maintenance Association, its directors, officers, contractors, agents and employees and the Clubhouse Booking Agent harmless from all claims for injury to persons (including death) or from damage to property which arises from any act or omission by Renter and its members, visitors, guests or invitees, or any other third party, and which act or omissions occurs in or about the Clubhouse (including costs and expenses of defending against any such claims).
4. The Williamsburg Settlement Maintenance Associations has the right to REFUSE to rent the Clubhouse to any resident when it has been determined that the resident has abused the privilege, damaged the Clubhouse, is in violation of deed restrictions or is not current on their maintenance fee.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

# **WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION RULES FOR POOL RENTAL**

## **Purpose**

To provide a policy by which a group may schedule and use the swimming pool for private functions

## **Requirements**

Any member (or his tenant) in good standing (maintenance fees paid current and not in violation of deed restrictions) is eligible to rent the pool.

## **Policy**

### **A. During Pool Hours:**

1. Tuesday - Friday, use of pool during open hours is restricted to 20 or less (adults and children)
2. Saturday, Sunday & Holidays, use of pool during open hours is restricted to 10 or less (adults and children)
3. Must schedule ahead of time
4. Only 1 group at a time
5. \$50.00 deposit

### **B. After hours:**

1. Fees: 1-49 people      \$50.00  
          50 plus            \$75.00
2. Deposit (everyone)    \$150.00
3. Private pool parties may start at 8:00pm. They must end by 11:00pm.
4. Person having the party is responsible to get and pay for lifeguards.
5. Minimum of 2 lifeguards required.
6. Parties over 50 people need an additional lifeguard per 25 people.

**No alcoholic beverages around the pool.**

**Chaperone and Security Guards rules same as Clubhouse rules.**

## GENERAL POOL RULES

1. Use of the pool is restricted to the members of the Williamsburg Settlement Maintenance Association (WSMA) in good standing and their guests.
2. A current tag is required to enter the pool
3. Guests must be accompanied by a WSMA member and must sign in at the office.
4. A child should be at least 11 years of age and be able to swim the length of the pool, otherwise, the child must be accompanied by a person at least 16 years of age.
5. No running in the pool area or on the diving board. Only one person allowed on the diving board at a time.
6. Drinking, smoking and eating are not allowed within 4 feet of the pool
7. Glass containers are not permitted in the pool area.
8. Alcoholic beverages are not to be taken into the pool area. Drunkenness or obscene language will not be tolerated.
9. The baby pool, which has no lifeguard supervision, is reserved for children 5 years of age and younger.
10. Swimmers must wear proper swimsuits
11. Anyone with open sores or wounds is prohibited from using the pool
12. No pets are allowed in the pool area.
13. No inner tubes or rafts are permitted in the pool.  
No standing or sitting on the safety rope
14. WSMA is not responsible for lost or stolen items.
15. Other rules may be enforced as deemed necessary by the lifeguard for the safety of the members.

**The lifeguards have the ultimate authority in all matters during normal pool hours, private parties or until policy change has been agreed upon by both client and contractor.**

## Agreement

5. Renter agrees to, and to abide by, the posted pool rules.
6. Renter hereby agrees to be responsible for cleaning up all areas immediately following their use, leaving the property clean and removing all litter and debris. A walk-through of the Pool area will be done after the event. This walk-through will take place within 24 hours of the event. If damage is noted or if the area is not cleaned the cost of such cleaning and repair will be deducted from the security deposit. If the cost of cleanup and repair exceeds the amount of the deposit, the applicant agrees to pay the cost of all repairs and cleaning. If the area is properly cleaned after the function and no damage is evident from the final inspection, the security deposit will be made available for pick-up from the Booking Agent or, with the Renter's prior consent, shredded.
7. By signature below, Renter hereby agrees to use the pool and all areas appurtenant thereto at its own risk and to indemnify and save the Williamsburg Settlement Maintenance Association, its directors, officers, contractors, agents and employees and the Booking Agent harmless from all claims for injury to persons (including death) or from damage to property which arises from any act or omission by Renter and its members, visitors, guests or invitees, or any other third party, and which act or omissions occurs in or about the Pool (including costs and expenses of defending against any such claims).
8. The Williamsburg Settlement Maintenance Associations has the right to REFUSE to rent the Pool to any resident when it has been determined that the resident has abused the privilege in the past, is in violation of deed restrictions or is not current on their maintenance fee.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Clubhouse Use Agreement  
Williamsburg Settlement Maintenance Association  
Located at: 1602 Hoyt/Katy, Texas  
Attachment A**

ATTACHMENT A - CLUBHOUSE BOOKING REQUEST CONFIRMATION		
BIG ROOM:	SMALL ROOM:	
POOL DURING REGULAR OPEN HOURS:	POOL BETWEEN 8:00 AND 11:00 PM:	
DAY	MONTH	DATE
RESIDENT NAME:	PRIMARY PHONE:	
	ALT. PHONE:	
RESIDENT ADDRESS:	EMAIL:	
EVENT TYPE:	EVENT OVER BY 6:00 PM	
<u>NUMBER OF ATTENDEES</u>	BIG ROOM:	20 OR MORE AGE 13 TO 21: (unaccompanied by their family members)
	SMALL ROOM:	
	POOL BETWEEN 8:00 AND 11:00 PM:	
ALCOHOL SERVED:	# OF SECURITY GUARD(S) REQUIRED:	
LIFEGUARDS REQUIRED:		
<u>CHECKS REQUIRED</u>		
	<u>RENTAL FEE</u>	<u>DEPOSIT</u>
BIG ROOM		
SMALL ROOM		
POOL		
TOTAL:	_____	_____
DATE RECEIVED:		
CERTIFICATION: I certify that the above information correctly defines this rental use of the requested facility		
NAME: _____ DATE: _____		

**Clubhouse Use Agreement  
Williamsburg Settlement Maintenance Association  
Located at: 1602 Hoyt/Katy, Texas  
Attachment B**

**Parents/Chaperones for teenage/young adult functions:**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

*Use back of page to list additional Parent/Chaperone information*

**Guard booking confirmation:**

Name: \_\_\_\_\_ Badge #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Badge #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Agency Affiliation: \_\_\_\_\_

**If pool is rented after hours:**

Party confirmed with: \_\_\_\_\_ (Pool contractor)

for \_\_\_\_\_ lifeguard(s) to be present during after-hours private function.  
(Insert number)

# Clubhouse Walk-through to Determine Condition of Property Williamsburg Settlement Maintenance Association Attachment C

Rooms Rented: \_\_\_\_\_ Big Room

Date of Function: \_\_\_\_\_

	Condition Before Function		Condition After Function	
	Clean	Dirty	Clean	Dirty
<b>Kitchen:</b>				
Cabinets	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____
Countertops	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Frig.	_____	_____	_____	_____
Oven	_____	_____	_____	_____
Range	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Windows	_____	_____	_____	_____
 <b>Big Room:</b>				
Blinds & Curtains	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Fan	_____	_____	_____	_____
Tables (counted)	_____	_____	_____	_____
Chairs (counted)	_____	_____	_____	_____
 <b>Restrooms:</b>				
Countertops	_____	_____	_____	_____
Mirror	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Sinks	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Stalls	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____

Amount of deposit: \_\_\_\_\_ \$ \_\_\_\_\_



# Clubhouse Walk-through to Determine Condition of Property Williamsburg Settlement Maintenance Association Attachment C

Rooms Rented: \_\_\_\_\_ Small Room

Date of Function: \_\_\_\_\_

	Condition Before Function		Condition After Function	
	Clean	Dirty	Clean	Dirty
<b>Small Room:</b>				
Blinds	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Tables (counted)	_____	_____	_____	_____
Chairs (counted)	_____	_____	_____	_____

**Restrooms:**

Countertops	_____	_____	_____	_____
Mirror	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Sinks	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Stalls	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____

Amount of deposit: \$ \_\_\_\_\_

Amount of deposit to be refunded: \$ \_\_\_\_\_

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1st Walk-thru

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Clubhouse Booking Agent

2nd Walk-thru

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Clubhouse Booking Agent

# Clubhouse Walk-through to Determine Condition of Property Williamsburg Settlement Maintenance Association Attachment C

Rented: \_\_\_\_\_ Pool

Date of Function: \_\_\_\_\_

	Condition Before Function		Condition After Function	
	Clean	Dirty	Clean	Dirty
<b>Restrooms:</b>				
Countertops	_____	_____	_____	_____
Mirror	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Sinks	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Stalls	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____

<b>Pool:</b>				
Diving Board	_____	_____	_____	_____
Furniture	_____	_____	_____	_____
Pool	_____	_____	_____	_____
Volleyball area	_____	_____	_____	_____
Wading Pool	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____

Amount of deposit: \$ \_\_\_\_\_

Amount of deposit to be refunded: \$ \_\_\_\_\_

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1st Walk-thru      \_\_\_\_\_ Applicant                      \_\_\_\_\_ Clubhouse Booking Agent

2nd Walk-thru      \_\_\_\_\_ Applicant                      \_\_\_\_\_ Clubhouse Booking Agent

**WILLIAMSBURG SETTLEMENT  
CLUBHOUSE RENTAL  
SECURITY SIGN-OFF SHEET  
ATTACHMENT D**

Event Date: \_\_\_\_\_

Event Time - From: \_\_\_\_\_ To: \_\_\_\_\_

Officer Name: \_\_\_\_\_

Badge #: \_\_\_\_\_

Agency Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone @: \_\_\_\_\_

Officer Signature: \_\_\_\_\_

WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION

CERTIFICATION

I, the undersigned, being the President of Williamsburg Settlement Maintenance Association (WSMA), hereby certify that the foregoing resolution was adopted by the Association Board of Directors on the 15 day of NOVEMBER, 2011.

BY: Floyd Ball, President      DATE: 11-17-11

PRINT NAME: FLOYD BALL