

Williamsburg HAMLET Maintenance Association, Inc.

Social and Cultural Center (SACC) Rental Provisions, Rules, and Policies

Ensuring a Pleasant and Organized Experience for All

The Williamsburg Hamlet Maintenance Association, Inc. (WHMA) and the Social and Cultural Center (SACC) are both overseen by the WHMA HOA Board of Directors. The SACC may be rented for private events. To ensure fair access and the ongoing care of the facility, the WHMA HOA Board of Directors has established the following rental provisions, rules, and policies. All SACC Renters are required to comply with these guidelines.

Reserving the SACC

1. Reservations are on a first-come, first-serve basis and can be booked up to six (6) months in advance.
2. Go to <https://www.williamsburghamlethoa.com/#calendar> to check for available dates.
3. The Rental applies only to the first floor of the SACC and the parking lot. Access to the stairs and second floor is prohibited.
4. Renters must be at least 21 years old, must be present for the entire event, and are responsible for all details pertaining to the SACC rental. The WHMA HOA Board of Directors reserves the right to revoke, limit or prohibit the use of the SACC at any time to anyone.
5. Renters or groups who are not members of WHMA must be approved by the SACC Management prior to finalizing a rental.
6. A Rental Policy and Agreement form must be completed and submitted to the WHMA HOA at email address WilliamsburgHamletHOA@gmail.com.
7. SACC Management will review and notify Renter within 48 hours of the rental application approval and will set an appointment for signing the forms and paying the rental fee and security deposit. Renter has 48 hours to accept approved application and make required payment.
8. Confirmation of the reservation will be issued when all form(s) are completed and payments have been received. The reservation will then be added to the WHMA website calendar.
9. Access to the premises will be provided within two (2) hours before the event takes place.

Fees and Deposits

1. A rental fee of \$150 per hour with a minimum of three (3) hours on Saturdays and \$100.00 per hour during the week & Sundays with a minimum of 2 hours for each rental event.
2. A security deposit of \$500.00 is required for all rentals. Whereas, if alcohol is served at the event, the deposit increases to \$750. The security deposit will be refunded provided a SACC inspection confirms the space has been properly cleaned, all trash has been removed, items have been returned to their designated places and there is no damage to the premises.
3. Unless otherwise determined by the WHMA Board, each approved renter shall be required to pay in advance the rental fee and the security deposit by separate cashier's checks, money orders, or cash. All checks shall be made payable to: Williamsburg Hamlet Maintenance Association, Inc. WHMA reserves the right to cash both checks immediately upon receipt.
4. SACC Management will not hold any dates until payments have been received and forms have been signed.
5. The Renter is responsible for any damage to the SACC facility during the rental period, including, but not limited to, all appliances, furniture and restrooms as set forth in the SACC Release and Indemnity Provisions and in this WHMA SACC Rental Provisions Rules and Policies.

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6. Following each rental, the SACC Management team will inspect the premises. If it is determined that the facility was not properly cleaned, or if any damage is found, the WHMA will notify the Renter of these issues. Deposits will be held until the cleaning and/or repair costs have been assessed.
7. Should Renter fail to fulfill the cleaning and/or if any repair is required, WHMA reserves the right to retain the security deposit to cover these expenses. Any remaining balance of the security deposit will be returned to the Renter with an itemized invoice for necessary cleaning and/or repairs.

Usage Guidelines & Restrictions

1. Maximum capacity: 100 people with tables and chairs or 168 without tables.
2. The SACC is available for use between 8:00 AM and 11:00 PM for four (4) hour intervals. Any deviation from these scheduled hours will be discussed and agreed upon between WHMA and Renter.
3. Renters are responsible for setting up, taking down, and cleaning up after their event.
4. PETS: Animals are not allowed in the SACC or surrounding area at any time, except as required by law.
5. DECORATIONS: When setting up decorations, no nails, tacks, or adhesives surfaces are allowed. No markings are allowed on any walls in the SACC. Decorations must be removed at the end of the event.
6. NOISE: No loud music or noise allowed past 10:00 PM. Noise levels must be kept at a reasonable volume to prevent disturbing neighboring residents.
7. SMOKING/VAPING: No smoking or vaping or use of tobacco is allowed inside the SACC and within twenty (20) feet of SACC entrances.
8. ALCOHOL: alcohol consumption may be allowed but Renter is responsible for hiring two (2) guards at Renter's expense.
9. FIREWORKS: No fireworks are allowed in the SACC or surrounding area at any time.
10. TABLES AND CHAIRS ARE PROVIDED: When used, tables and chairs must be cleaned and placed neatly in designated areas.
11. FOOD: No food should be disposed of in the sink (ALL leftovers must be emptied in a trash bag).
12. APPLIANCES: The SACC does not guarantee appliances are in working condition. If used, turn off all appliances and wipe them clean before leaving.
13. THERMOSTAT: when leaving SACC set the thermostat to 78°F, except in winter months, when the thermostat should be set at 65°F.
14. LIGHTS AND DOORS: Turn off all lights. Lock all doors upon leaving when the event is over.
15. Full exit and clean up expected no later than 12 midnight. Following the event, the SACC should be left in equal or better condition than when you arrived.
16. Please report any damage or problems to WHMA: 281-347-7970.

Cleaning Responsibilities and Trash

1. Renter provides their own cleaning supplies and trash bags. All trash must be placed in trash bags before it is put inside the trash containers. Renter is responsible for removal of **ALL** trash.
2. NO food should be placed in any sink (kitchen or bathroom) at any time. Counters and sinks in the kitchen and bathrooms must be thoroughly cleaned and left free of debris.
3. Floors must be swept/vacuumed and mopped. Spills must be cleaned properly and immediately.
4. No food can be left on the premises – refrigerator must be emptied and **ALL** food must be taken home.
5. All personal items must be removed from the SACC.

Uniformed Security/Minors

1. Uniformed security guard(s) must be arranged and paid for by the Renter with the names and phone numbers of guards provided to the WHMA SACC Management team prior to the event.
2. **Rentals involving youth (ages 13-20):** For events where more than ten (10) people between the

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ages of 13-20 are expected to be present, an adult chaperon for every six (6) youths is required.

3. Renters and adult chaperones will be responsible and liable for any illegal activities that may occur. Should Renter lease the SACC for a teen party, Renter will remain on the premises for the entire time of the event. Renter is responsible for ensuring that all applicable curfew ordinances and laws are followed.
4. Renter shall not use, occupy, or permit the use of the SACC for any purpose which is directly or indirectly prohibited by law, ordinance, order and government or municipal regulations, deed restrictions, bylaws, rules, and regulations governing the WHMA HOA or any written or verbal restrictions issued by a member of the WHMA HOA Board. In particular, the Renter must adhere to all state and federal laws regarding alcoholic beverages.

Alcohol Policy

Renter agrees that no alcohol will be onsite at the SACC unless the following rules are strictly observed:

1. In compliance with local regulations, any event with alcohol on the premises requires two (2) uniformed officers.
2. No alcohol should be served to anyone under the age of 21.
3. No alcohol can be sold; no "cash bar" will be permitted.
4. No alcohol will be served to a person who is visibly intoxicated.

Enforcement

1. Failure to comply with any of the SACC Provisions, Rules and Policies may result in the loss of the security deposit and potentially additional damage claims against Renter and future rental privileges.
2. The WHMA Board of Directors and/or the SACC Management Team reserves the right to terminate any event that violates these policies or disrupts the community.

Cancellations

1. Cancellations must be made no later than seven (7) days before the event to receive a full refund of the rental fee and security deposit.
2. Cancellations made less than seven (7) days before the event will forfeit the rental fee, but the security deposit will be refunded.
3. For the months of May and December cancellations must be made thirty (30) days in advance to receive a full refund of the rental fee and security deposit.

Liability

1. Renter(s) must sign the WHMA *Social and Cultural Center (SACC) Release and Indemnity Provisions* document as part of their Agreement in renting the SACC.
2. The WHMA is not responsible for any injuries, accidents, or lost or stolen items during the rental period as specified in the SACC Release & Indemnity Provisions.
3. Renters assume full responsibility for all their guests and attendees and of any damage incurred to the facility during the event.

Miscellaneous

1. Renters are responsible for returning the keys provided in connection with this Agreement. Renter acknowledges and agrees that if Renter does not return the keys as required, the SACC Management Team will replace the locks and keys at Renter's sole expense.
2. These Provisions, Policies and Rules (Agreement) shall be construed under and in accordance with the laws of the State of Texas, and all the obligations of the parties to this Agreement are performable

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in Katy, Texas.

3. In the event WHMA is compelled to retain the services of an attorney to enforce any of the provisions of, or collect any sums due under this Agreement, the WHMA shall be entitled to recover any incurred attorney's fees from the Renter(s).
4. This Agreement shall not be assigned by the Renter(s) for any reason, and any such assignment is void and of no legal effect. The rights and obligations of this Agreement shall survive the termination of the rental period and this Agreement.
5. Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient if it is in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If to the Renter, notices shall be sent to the Renter's address herein and if to the WHMA, notices shall be sent to Williamsburg Hamlet Maintenance Association, P. O Box 1332., Katy, TX 77492.
6. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the SACC facility. All the rights, duties, and obligations of the parties are completely and fully set forth in this Agreement.

Thank you for your cooperation in adhering to these provisions, rules, and policies to ensure a smooth and enjoyable experience for everyone using the WHMA SACC.

I, the Renter of the SACC, understand by signing this document that I have read and understand all terms and conditions outlined in this Rental Provisions, Rules, and Policies agreement.

RENTERS Signature _____

ADDRESS _____

PHONE NUMBER _____ EMAIL: _____

NOTE: These Rental Provisions, Rules and Policies may change at any time without further notice.