

# *Williamsburg* HAMLET Maintenance Association, Inc.

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

*Ensuring a Pleasant and Organized Experience for All*

### Introduction

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.

### Eligibility

1. 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.
2. Renters or groups not been a member of WHMA must be approved by the SACC Management prior to finalizing a rental.

### Reservations

1. Reservations are on a first-come, first-serve basis.
2. Reservations can be made up to six (6) months in advance.
3. For availability on a particular date, please check the WHMA calendar on our website at <https://www.williamsburghamlethoa.com/#calendar>.
4. A Rental Policy and Agreement form must be completed and submitted to the WHMA HOA at email address [WilliamsburgHamletHOA@gmail.com](mailto:WilliamsburgHamletHOA@gmail.com). See forms at <https://www.williamsburghamlethoa.com/#forms>.
5. SACC Management will review and will notify Renter, within 48 hours of the rental application approval and set up the appointment for signing the forms and paying the rental fee and security deposit.
6. Confirmation of the reservation will be issued once all form(s) have been completed and payments have been received; then reservation will be added to the WHMA website calendar.
7. SACC Management will not hold any dates if no payments have been received and forms have not been signed within 48 hours of the rental application approval.

### 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

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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. The Renter is responsible for any damage to the SACC facility which may occur during the rental period, included, 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.
5. After the rental term concludes, 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. Deposit will be held until the cleaning and/or repair costs have been assessed.
6. Should the Renter fail to fulfill the cleaning and/or if any repair is required as outlined in paragraph 4, 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, which will include an invoice detailing the costs required for cleaning and/or repairs.

## Scope of Facility

The Rental applies only to the first floor of the SACC and the parking lot. Access to the stairs and second floor is prohibited.

Access to the premises will be provided within two (2) hours before the event takes place.

## Usage Guidelines

1. The SACC is available for use between 8:00 AM and 11:00 PM within four (4) hours intervals (including the one hour for cleaning and setting up); any deviation from these scheduled hours will be discussed and agreed upon between WHMA and Renter.
2. Following the event, SACC should be left in equal or better condition than when you arrived.
3. Renters are responsible for setting up, taking down, and cleaning up after their event.
4. **DECORATIONS:** When setting up decorations, no nails, tacks, or adhesives surfaces are allowed. No markings are allowed on any walls in the SACC. All decorations must be removed at the end of the event.
5. **NOISE:** No loud music or noise allowed past 10:00 PM. Noise levels must be kept at a reasonable volume to not disturb neighboring residents.
6. **SMOKING/VAPING:** No smoking or vaping or use of tobacco is allowed inside the SACC and within twenty (20) feet of SACC entrances.
7. **ALCOHOL:** alcohol consumption may be allowed but Renter is responsible for hiring two (2) guards at the Renter's expense to ensure guests drink responsibly and no underage drinking takes place during the event and on the SACC premises.
8. **TABLES AND CHAIRS:** Tables and chairs must be cleaned off and placed neatly in designated areas.
9. **FOOD:** No food should be disposed of in the sink (ALL leftovers must be emptied in a trash bag).
10. **APPLIANCES:** Turn off all appliances after use and wipe them clean before leaving.
11. **THERMOSTAT:** when leaving SACC set the thermostat to 78°F, except in winter months, when the thermostat should be set at 65°F.
12. **LIGHTS:** Turn off lights when the SACC is not in use.
13. Full exit and clean up expected no later than 12 midnight.
14. **Please report any damage or problems to WHMA: 281-347-7970.**

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## Restrictions

1. The SACC maximum capacity is 100 people with tables and chairs and 168 without tables. We provide tables and chairs only.
2. Smoking, vaping, or use of tobacco within the SACC or on the surrounding property, within twenty (20) feet, is prohibited and the Renter assumes full responsibility for any violations of this regulation and all related damage by all attendees to the event.
3. No pets or animals are allowed in the SACC or surrounding area at any time, except as required by law.
4. No activities, decorations or other items that may cause any damage to the facility are allowed.
5. No fireworks are allowed in the SACC or surrounding area at any time.

## Uniformed Security/Minors

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.

A uniformed security guard is defined as an individual commissioned by the State of Texas as a peace officer and having jurisdiction in Fort Bend County.

1. **Events with Alcohol:** For all events with any alcohol being served, two (2) uniformed officers are required. This measure is aimed at ensuring the safety of all attendees and to comply with local regulations governing alcohol consumption on the premises. The presence of the officers also helps to maintain order and assists with any situations that may arise during the event where additional security or intervention is needed.
2. **Rentals involving youth (ages 13-20)**
  - a. For events where more than ten (10) people between the ages of 13-20 are expected to be present, an adult chaperon for every six (6) persons between the ages of 13-20 is required.
  - b. 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 ensure that the party is properly supervised and controlled by someone twenty-one (21) years or older and that all the applicable curfew ordinances and laws as well as other ordinances and laws are followed. For all events, the event time frame must correspond to the time after which minors must not be out in public pursuant to any applicable curfew ordinances or laws.

## Prohibited Purposes

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 the subdivision 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 liquor.

## Alcohol Policy

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

1. Referencing the Uniformed Security/Minors section above, for events with any alcohol being

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- served two (2) uniformed officers are required – see number 1.
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.

## Cleaning Responsibilities

1. Renters are responsible for removal of **ALL** trash. All trash must be placed in trash bags before it is put inside the trash containers.
2. No food can be left on the premises – Refrigerator must be emptied and **ALL** food must be taken home.
3. Floors must be swept/vacuumed and mopped. Spills must be cleaned properly and immediately.
4. Kitchenette & bathrooms – counters and sinks must be left free of debris, wiped down with cleaning supplies and toilets cleaned; no food should be deposit in the sinks at any time.
5. Renter is responsible for bringing trash bags and cleaning supplies.
6. All personal items must be removed from the SACC.

## 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.

## 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.

## 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.

## 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.

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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 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.

## Important Notes

After the event is concluded, the Renter should set the thermostat in the SACC at 78°F, except in the winter months, when the thermostat should be set at 65°F; turn off all lights and lock all the doors. The SACC does not guarantee the usability of the appliances.

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.**