

FIRST WIMMERTON COMMUNITY ASSOCIATION, INC.

Rules, Regulations, Guidelines, and Contract For the use of the Recreation Building and Pool

The Recreation Building and Pool were built for the private and exclusive use of Wimmerton residents and their guests. It is the House Committee's responsibility to assure that the best interests of the Association members are upheld. Approval for use of the facilities may be granted only upon application by the resident, and is not considered fully approved until such time as the applicant's assessments are fully paid to date, the required use fee and security deposit is accepted and a key for entrance to the building is transferred to the applicant. All applicants must be a resident of Wimmerton.

A full and complete disclosure of the intended use of the facility is required. Failure to comply with this requirement may result in pre-emptor rejection. Falsification of the information will result in the full deposit being retained by the association. All private parties shall be limited to **seventy-five (75) guests**. However, special consideration may be given by the Committee for functions that are not confined to the interior of the building, such as picnic style reunions, graduation parties, etc., that are scheduled during good weather months.

Residents may elect to invite their guests to enjoy the pool on the day of building rental by paying an additional pool usage fee. Please note that pool usage on the day of the event shall be limited to **thirty (30) or fewer party guests**, pool usage shall be limited to regularly scheduled pool hours, and the pool will remain open to Wimmerton residents.

An application, use fee, and deposit must be submitted **ONE WEEK** prior to intended use. No reservation is considered firm until the deposit has been paid. **(FIRST WITH PAYMENT GETS THE DATE)**. The building key may be picked up the last weekday before the intended use. The deposit will be returned in whole or part after inspection of the facilities and office personnel have had time to arrange the reimbursement.

Special considerations should be given by the applicant to the following punch list of appearance items prior to vacating the premises. The condition of these will be the basis used to determine the amount of deposit to be refunded. This list is not all-inclusive, but is intended as a guideline in making such determination. Mops, brooms, pails, and replacement garbage can liners are provided in the room with the refrigerators.

- | | |
|-----------------------|----------------------------|
| 1. Floors and Carpets | 7. Outside Ashtray |
| 2. Refrigerators | 8. Tables and All Surfaces |
| 3. Trash Containers | 9. Furniture Arrangement |
| 4. Restrooms | 10. Do Not Use Fireplace |
| 5. Kitchen Area | 11. Outside Grounds |
| 6. Thermostat Setting | 12. No Smoking Inside |

The security of the building is the essence of this agreement. Failure by the applicant to secure the building upon leaving the premises and/or return the key shall result in the loss of \$50.00 that shall be unilaterally deducted from the security deposit.

Initials and Date: _____

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Costs of damages, labor and materials for cleanup left to the Association, shall be deducted from the security deposit. All damages and cleanup expenses in excess of the deposit will be payable by the applicant upon demand. Failure to comply shall result in legal action and withdrawal of privileges of the applicant for future use of the facilities. The decision of the Committee shall be final and non-negotiable.

Food serving should be confined to non-carpeted areas. Beverage coolers must be kept on the lowest level tiled floor, adjacent to or in the utility room, or outdoors.

DO NOT USE THE FIREPLACE!

There shall be no parking of vehicles upon the common ground. No vehicles shall be pulled onto the grass surrounding the recreation building, even temporarily for unloading. Costs to repair any damaged common grounds caused by the applicant or his guests shall be paid for by the applicant upon demand.

The **APPLICANT** or another adult resident member of the applicant's family **MUST BE PRESENT AT ALL TIMES** during the course of the function and is responsible for the actions of all guests, including those guests utilizing the pool area, if applicable.

Commercial use of the facilities is strictly prohibited. Activities that violate public law are prohibited. There shall be **NO** admission or cover charge for any event held at this building.

The facilities are allocated by date and time. Therefore, all cleanups **MUST** be completed prior to the expiration of the applicant's scheduled allocation. The facilities will be inspected as soon after the allocation as is convenient to the committee and usually prior to the next allocated reservation. However, if you are expecting to begin your time in the morning, you may be delayed until the committee has reviewed the building's condition from the previous party.

The pool area shall be used only when the resident renting the building has elected to pay the additional pool usage fee for his or her guests. Pool guest passes allotted to each resident at the beginning of the season **will not be accepted** on the day of rental. Applicants electing to include guest admission to the pool will be given wristbands to allow for admittance into the pool area on the day of rental.

Guests utilizing the pool area during an event are subject to the same rules posted for Wimmerton residents, including, but not limited to: no glass bottles or alcoholic beverages in the pool area, no smoking in the pool area, and children under twelve (12) years of age must be accompanied and monitored by an adult. The qualified lifeguards and managers on duty are in charge of the pool at all times.

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Compliance with Laws: Applicant and his/her guests shall comply in all material respects, with laws, ordinances, orders, rules, and regulations applicable under federal, state, and/or municipal law. Failure to abide by any of the aforementioned laws and regulations will constitute a material breach of this Agreement.

If facility problems occur during use, notify the office: 724-539-3224.

Recycling rules of Unity Township must be followed. Clear glass and all metal cans must be placed in the appropriate containers in the downstairs kitchen.

The First Wimmerton Community Association, Inc., and its members accept no responsibility for claims or damages arising from accidents or actions incurred by the applicant and guests during the use of the facilities.

Applicant Indemnity

Applicant shall defend, indemnify and save harmless the Association and its Board, agents, and /or employees against all costs, damages or claims for personal injury occurring at the Recreational Building (except if caused by any act or omissions of the Association, its Board, agents, and/or employees) and/or Pool area arising out of any violation by the Applicant of the terms of this Agreement.

Applicant's signature: _____ Date: _____

APPLICATION FOR USE OF THE FWCA RECREATION FACILITIES

I/We wish to reserve the Recreation Building on _____ between the hours of _____.

I/We agree to abide by the rules and regulations as stated in the contract and agree to assume full financial responsibility for the actions of ourselves and our guests during the period indicated above.

Do you wish to request access for your guests to the FWCA Pool area for an additional fee? _____ YES* _____ NO (*If yes, please fill out Section 2 below.)

Section 1: EVENT INFORMATION FOR RECREATION BUILDING

Purpose of event: _____

Number of guests attending: _____

Applicant name: _____

Address: _____

Home phone: _____ Cell phone: _____

Applicant's signature: _____ Date: _____

Section 2: GUEST ACCESS TO THE POOL AREA DURING EVENT

**Party guests will not be admitted to the pool area unless additional access fee is paid!*

Number of guests swimming: _____

I/We understand that guest wristbands must be worn at all times while in the pool area and that guests must obey all posted pool rules and regulations. If posted pool hours change due to weather, the pool use fee will be reimbursed or pro-rated at office manager's discretion.

Applicant's signature: _____ Date: _____

Application reviewed and approved by: _____

Fee(s) Paid:

\$ _____

Deposit Paid:

\$ _____

Pool Wristbands Issued (if applicable):

Deposit Returned: \$ _____ Date: _____

DEDUCTIONS:

Initials and Date: _____