

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

RECREATION POLICIES

RECREATION CENTER INCOME

It is the policy of the Board of Trustees of the Clear Lake City Community Association (CLCCA) Inc. that the long-range goal of the Recreation Center will be to become self-sustaining from program income from those using the facilities (Gym, Pools, Fitness Center, Tennis/Outdoor Courts, Pavilion Room, Room C/D and G-100). This policy goal is to be achieved within the following guidelines:

1. The best possible instruction will be provided at a reasonable cost to the program participant.
2. Program items offered will cover all age groups and in as wide a variety as facilities permit and interest dictates.
3. Utilization of part-time help to the maximum.
4. Require use of identification tags/passes for all residents and non-residents using facilities and guest fees for all others except for regularly scheduled activities.
5. Violations of the use of ID tags/passes will result in loss of use of CLCCA facilities and non-return of fees.

PROGRAM PARTICIPATION

It is the policy of the Board of Trustees of the Clear Lake City Community Association (CLCCA), Inc. that recreation program participation will be as follows:

1. Program registration will be on a first come, first served basis, regardless of where the registrant lives.
2. Programs are administered by the General Manager and Staff. All registrations must be coordinated through the CLCCA Staff.
3. There will be a 10% discount to the regular fee charges for registrants who are property owners of the CLCCA.
4. Any program that requires a specific instructor (for example karate, tennis, dance lessons, etc.) will be on fee basis. Fees are subject to change at any time by the General Manager, Recreation Manager, and/or Instructor. Discounts are not provided for Red Cross classes or events.

Activity Registrations:

REFUND PROCEDURE: Full Refunds will be issued for programs that do not meet minimum requirements. Requests for refunds due to an unusual circumstance must be made 72 hours prior to the first-class meeting and will be assessed a 20% service fee. **NO REFUNDS AFTER AN ACTIVITY BEGINS.**

REGISTER EARLY: If an activity does not meet the minimum number, the class will be cancelled. Activities are offered on a first come, first serve basis. Registrations can be made online, over the phone with the recreation department or in person with the facility coordinator.

CLASS CHANGES: CLCCA reserves the right to cancel, combine or change the time, date or location of any program at any time. CLCCA also reserves the right to cancel any class that does not meet minimum requirements.

USE OF ASSOCIATION FACILITIES

MEMBER'S WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT, AND AUTHORIZATION TO SEEK MEDICAL ATTENTION

In exchange for my/our being allowed to use the swimming pool, fitness room, gym, tennis courts, recreational programs, and other amenities, etc. ("the **Facilities**") owned by **CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.** ("CLCCA"), located in Houston, Texas, and in exchange for my/our child or ward being allowed to use the Facilities, including the premises and equipment on such premises connected with the operation of the Facilities, I/we, on our own behalf and as the custodial parent(s) or legal guardian(s) of:

Children's Names (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. **Voluntary Use.** I understand and confirm that my use of the Facilities, my authorization of my child or ward's use of the Facilities, and my children's or ward's use of the Facilities, is voluntary.
2. **Identification of Risks.** I understand that at certain times there may be **no lifeguards** on duty at the Facilities. I understand that my use of the Facilities and my children's or ward's use of the Facilities may involve risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with **any** use I, my child, or ward makes of the Facilities, including, particularly, such risks created by actions, inactions, or **negligence** on the part of the CLCCA's members, directors, officers, employees, volunteers, successors, or assigns, including **but not limited to** risks created by the following: (a) the use and condition of the Facilities; (b) the lack or inadequacy of policies, rules, or regulations governing the use of the Facilities; (c) the failure of the CLCCA's members, directors, officers, employees, volunteers, successors, or assigns to foresee or to protect my child or ward from actions, inactions, **negligence**, recklessness, or intentional or criminal misconduct of persons not affiliated with the CLCCA; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.
3. **Assumption of Risk.** I **assume all risks**, known and unknown, foreseeable and unforeseeable, in any way connected with my use and my children's or ward's use of the Facilities I accept responsibility for any liability, injury, loss, or damage in any way connected with my use and my children's or ward's use of the Facilities
4. **Sole Accessibility.** I agree that I will not allow anyone other than myself, a resident of my home and my guests to have access to the CLCCA Facilities. If I allow guests to use the Facilities, I or a responsible member of my household shall accompany and directly supervise those guests at all times while they are at the Facilities, whether they are using the Facilities or are merely present within the Facilities' grounds. I will ensure that my guests abide by all posted rules of the Facilities. I agree that I will enter the Facilities through use the appropriate lock mechanism or other method prescribed by the CLCCA. If ingress is provided by use of a combination lock mechanism, I agree not to disseminate the combination to anyone other than the residents of my own household.
5. **Release and Waiver.** I hereby agree that CLCCA, its members, directors, officers, employees, volunteers, successors, agents, representatives, attorneys, and assigns shall not be responsible, liable to me or any other party for damage or injury to me, my family, or visitors arising out of or in connection with my having sought or acquired any of the services. The CLCCA Facilities, include but are not limited to the fitness room, gym, pool, tennis courts, recreational amenities, etc. as described above. I understand that use of the CLCCA Facilities is not free of risk and that it is possible that I, a member of my family, or my guest(s) may suffer injuries or damages as a result of undertaking such activities or using such Facilities. I assume and accept those risks for myself and my family and guests with knowledge of the dangers. I understand that CLCCA, its representatives, employees, agents, attorneys, and assigns shall not be liable for any damage to my person or property of the applicant, his family or visitors resulting from the condition of the premises owned and operated by CLCCA. By my signature below, I hereby authorize CLCCA to obtain emergency medical care for the participant in the event of accident or illness occurring during participation in the Recreational Programs or use of the Facilities. In consideration of acceptance of this registration, I, my children, heirs, executors, assigns, and administrators, hereby waive and release any and all rights and claims against CLCCA for any and all injuries or damages sustained by the participant during participation in Recreational Programs. I represent, by my signature below, that I understand and agree to the terms of this release, authorization, release, and consent and that the information herein is true, correct, and complete to the best of my knowledge. I release CLCCA's members, directors, officers, employees, volunteers, successors, agents, representatives, attorneys, and assigns from any and all liability (excluding liability for intentional or reckless misconduct) for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my use and my children's or ward's use or my guests' use of the Facilities, whether or not caused in whole or part by the **negligence** of the individuals mentioned above.
6. **Indemnification.** I agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) CLCCA's members, directors, officers, employees, volunteers, successors, agents,

representatives, attorneys, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my use and my children's, ward's or guest(s)' use of the Facilities, whether or not caused in whole or in part by the **negligence** of the individuals identified above. This indemnification shall not extend to any individual (including those individuals identified in paragraph 2(c) above), who personally operates, maintains, adjusts, regulates, corrects, or modifies (either than by taking any action necessary to close the Facilities) the Facilities' mechanical or chemical systems. If a **non-resident third party** should obtain the combination from myself or any member of my household to access the Facilities, I agree to be liable to CLCCA for any damage (including but not limited to vandalism) done to any CLCCA property by said non-resident third party. Liability includes financial responsibility to replace or repair any property damaged by non-resident third party. I also agree to indemnify and hold harmless CLCCA, its members, directors, officers, agents and employees for any injuries, including attorney's fees, allegedly suffered by any such non-resident third party, including any injuries that result from the **negligence** of CLCCA, its members, directors, officers, agents and employees.

7. **Binding Effect.** This instrument shall be binding upon me, upon my child or ward, upon me as parent or guardian, and upon our relatives, guests, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the CLCCA's members, directors, officers, employees, volunteers, successors, and assigns.

8. **Consent to Medical Treatment.** I authorize the CLCCA to provide to me and to my child or ward, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty on the CLCCA to provide such assistance, transportation, or services.

9. **Severability.** If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

10. **Applicable Law.** Because the Facilities and CLCCA are located in the State of Texas, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Texas.

THIS IS A WAIVER AND RELEASE OF LIABILITY FOR ALL CLAIMS ABOVE, INCLUDING NEGLIGENCE. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS LIMITED WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT, & AUTHORIZATION VOLUNTARILY.

IN EXCHANGE FOR MY AND MY/OUR CHILD OR WARD BEING ALLOWED TO USE THE FACILITIES DEFINED ABOVE, AND AS THE CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) OF THE ABOVE-NAMED INDIVIDUAL(S), I/WE VERIFY THAT I/WE FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT AND AUTHORIZATION. BOTH PARENTS and LEGAL GUARDIANS MUST SIGN.

Printed Name (Parent or Legal Guardian)

Signature

Date

Printed Name (2nd Parent or Legal Guardian)

Signature

Date

Address

Lot (optional)

Home Phone Number

Email Address

PROGRAM/ACTIVITY REFUNDS

1. Refunds will not be made after registration closes except in most unusual circumstances such as:
 - a. An illness or injury makes the individual unable to participate. Documentation from a physician must be provided.
 - b. Family moves out of the Clear Lake area. Documentation must be provided.
 - c. There will be a fee of twenty (20%) percent charged for program refunds and no refunds will be given after the activity begins.
 - d. In the event that a program does not make, a full refund will be given.
2. All refunds will be personally approved by the General Manager.
3. In the event that any program participant disagrees with the decision of the General Manager, he/she may appeal to the Board of Trustees in writing or in person for a final decision within 30 days from the General Manager's response.

PROGRAM PARTICIPATION FACILITY TAGS

The Clear Lake City Community Association (CLCCA), Inc., Board of Trustees (BOT) has determined pricing, fee for use, of the facilities at the Clear Lake City Community Association & Recreation Center Complex, outlying pools, and tennis courts.

- Facility Tags (for use of pools, tennis/outdoor courts, and gymnasium)
- Fitness Tags (for use of weight/fitness room)

GENERAL POLICY

- A. The CLCCA Management shall determine purchase prices or changes to such tags documented on the facility pricing Medallion Plan.
- B. All tags will be available for purchase at the CLCCA facility during regular office hours and any other hours and locations as determined by the management. Positive identifications of individuals are required to obtain individual facility tags.
- C. Subject tags remain the property of CLCCA & should be returned to CLCCA when individuals purchase new tags or move from the CLCCA area. Replacement tags for CLCCA shall be charged \$20.00.
- D. Every individual (except children under two years of age) using CLCCA facilities (Gym, Pools, and Tennis/outdoor Courts) will be required to wear a Facility Tag. Anyone using the Fitness Room must be at least 15 years of age and must wear a Fitness Tag that is fully visible. **Children under 15 years of age must be accompanied by an adult.**
- E. Facility/Fitness Tags will be issued to each individual by number. Loaning of a Facility and/or Fitness Tag to someone else or repeated misconduct may result in forfeiture of the tag/tags and no further use of the facilities for the remainder of the year. No rebates will be provided.
- F. CLCCA employees will make frequent checks to insure proper use of the Facility/Fitness Tags.
- G. The Association may suspend the right to use of the recreational facilities and Common Area by a resident for any period during which any assessment against his lot remains unpaid.
- H. Other related persons living in the same household must establish proof of residency & dependency (income tax records) to be considered a member of the family. If proof cannot be established, they must purchase a separate membership tag or purchase guest tags.
- I. The General Manager is authorized to negotiate corporate discounts and may authorize rain checks, due to inclement weather, for daily use patrons.
- J. All Facility Tags will be valid for one (1) year from the date of purchase. A family membership shall mean one family (parents and their children under 21, or grandparents and their grandchildren under 21, or if over 21, a full-time student once proof of dependency is established.)
- K. **Daily Use Fee for the facility shall be \$10.00 per day per individual person.** A punch card for five visits may be purchased for use of selected facilities for \$40.00.
- L. No refunds unless provided with a doctor's statement that the tag holder or class participant is unable to use the equipment or facility.
- M. A CLCCA property owner will be required to present evidence that he/she is a property owner within the CLCCA Boundaries and must provide a city, county, or state issued picture identification, such as a

driver's license, and county tax records to receive a possible discount listed below. All other users of the CLCCA Facilities must provide a city, county, or state issued picture identification plus a utility bill in the user's name matching the address on the identification upon request.

- N. Single family Residential Property Owners and Condominiums and Townhomes Associations (Kings Village, Ramada, Reseda, Seafarer, and The Cloisters) that are located within the 77062 Zip Code for the four residential Sub-divisions (cores) of Meadowgreen, Camino South, Oakbrook West, and Oakbrook, along with Beechgrove 77598 Zip Code that pay the Community Services Charge (CSC) (aka Mill Assessment) are eligible for a 10% discount, see CLCCA Staff for details.
- O. High density multiple Residential Property Owners within the 77058 Zip Code and Commercial Property Owners having businesses within the 77058 / 77062 / 77598 Zip Codes that pay the Community Services Charge (CSC) (aka Mill Assessment) are also eligible for a 10% discount, see CLCCA Staff for details.
- P. Facility hours are subject to change due to staffing, events, rentals, or facility circumstances.

Eight Condominium / Townhome / Patio Home Owner Associations that are located within the jurisdictional boundaries of the CLCCA that are required to pay added maintenance fees in addition to the CSC Fee paid to the CLCCA. These property owners are entitled to receive a 10% discount to use the CLCCA Facilities upon proof of payment of the added association fees for the following associations:

BAYWIND CONDOMINIUM ASSOCIATION (BAYWIND I)	TOWNHOUSE OWNERS' ASSOCIATION OF UNIVERSITY PLACE
BAYWIND II CONDOMINIUM ASSOCIATION (DBA: TAYLORCREST)	UNIVERSITY GREEN PATIO HOMEOWNER'S ASSOCIATION
CAMINO PARK HOMEOWNER'S ASSOCIATION	UNIVERSITY GREEN TOWN HOMEOWNER'S ASSOCIATION, INC
KINGS PARK TOWNHOME CONDOMINIUMS	UNIVERSITY TRACE CONDOMINIUM ASSOCIATION

MEDALLION PLAN PRICING

Membership Term: 1 Year

Platinum FAMILY Facility Tag (Up to six family members) \$1,206/\$1,085.40
Includes tags for all household members for swim, fitness room, tennis, and gymnasium.

Gold FAMILY Facility Tag (Up to four family members)

Option A: (Choose 1) Fitness Room/Gymnasium/Tennis	\$401/\$360.90
Option B: Swimming	\$521/\$468.90
Option C: All of the Above	\$804/\$723.60

Silver COUPLE Facility Tag (Up to two family members)

Option A: <u>(Choose 1)</u> Fitness Room/Gymnasium/Tennis	\$267/\$240.30
Option B: Swimming	\$347/\$312.30
Option C: All of the Above	\$536/\$482.40

Bronze INDIVIDUAL Facility Tag

Option A: (Choose 1) Fitness Room/Gymnasium/Tennis	\$178/\$160.20
Option B: Swimming	\$231/\$207.90
Option C: All of the Above	\$357/\$321.30

CLCCA Residential & Commercial Property Owners Discounts may apply, see staff for details.

* All tags are valid for one (1) year from date of purchase.

MEDALLION PLAN PRICING

Membership Term: Month to Month

Platinum FAMILY Facility Tag (Up to six family members) \$153/\$137.70
Includes tags for all household members for swimming, fitness room, tennis, and gymnasium.

Gold FAMILY Facility Tag (*Up to four family members*)
Option A: (Choose 1) Fitness Room/Gymnasium/Tennis \$50/\$45
Option B: Swimming \$66/\$59.40
Option C: All of the Above \$102/\$91.80

Silver COUPLE Facility Tag (*Up to two family members*)
Option A: (Choose 1) Fitness Room/Gymnasium/Tennis \$33/\$29.70
Option B: Swimming \$44/\$39.60
Option C: All of the Above \$68/\$61.20

Bronze INDIVIDUAL Facility Tag
Option A: (*Choose 1*) Fitness Room/Gymnasium/Tennis \$22/\$19.80
Option B: Swimming \$29/\$26.10
Option C: All the Above \$45/\$40.50

CLCCA Residential & Commercial Property Owners Discounts may apply, see staff for details.
* All tags are valid for one month that RENEWS AUTOMATICALLY. To cancel, a CLCCA online cancellation form must be completed and submitted to the Recreation Manager. There is a *30-day notice* for all cancellations. That means if you cancel, and next month's billing cycle is within 30 days you will be charged for that month.

USE OF RECREATION FACILITIES AND RENTAL OF ROOMS AND POOLS

The following will constitute the policy of the Clear Lake City Community Association (CLCCA), Inc. on the use of Kermit Applewhite Sports and Recreation Complex, and other Association owned facilities which shall include all neighborhood pools, parks, tennis/outdoor courts and such other facilities as may now or in the future become a part of the CLCCA and shall be known as "the facilities" unless specifically stated otherwise.

1. Except in unusual cases, to be determined by the Board of Trustees, revenue producing/self-sustaining-type, and on-going programs will be given priority on use of the facilities.
2. The Recreation Center should be the focal point for all social/recreation type activities within the association area.
3. The facilities will not be used for the primary financial gain of any individual or non-civic-type group (a civic group is defined as one whose purpose is some facet of community betterment and / or enrichment).
4. Personal training and sports instruction will be performed at CLCCA facilities by approved instructors only and/or per a facility agreement. Sport training must be done with an approved and paid rental agreement. Instructors must provide a \$2M general liability insurance policy or coverage through an approved national organization as well as current sports training certificates and proof of a successful background check. If a background check cannot be provided, CLCCA can produce one with a non-refundable \$50 fee.
5. Use and scheduling of the facilities for other than program-related and non-profit civic group uses will be approved in advance by the staff member responsible for rentals.
6. Company or employee sponsored groups may use the facilities under the following conditions in accordance with the fee schedule:
 - a. Provided the function does not interfere with previously scheduled community functions or

- program activities that cannot be rescheduled.
- b. Provided that the function's primary purpose is not to sell anything or as fund raiser.
 - c. The sponsoring organization signs a Hold Harmless Agreement.
 - d. The sponsoring organization agrees to pay for any damages resulting from use.
 - e. Fees charged for company/employee groups will be negotiated individually by the General Manager.
7. Alcoholic beverage use for other than community wide functions will be approved or disapproved on an individual basis by the General Manager.
 8. CLCCA private resident parties may be held on a rental basis provided space is available. No bounce houses or large barbecue grills/pits allowed on property.
 9. Rental fees for the facilities suggested by the Board are listed below. Set-up and take-down time must be performed during rental period. The General Manager may use his / her discretion in negotiating the fees. Fees for special functions (Karate, Gymnastics, Tournaments, etc.) will be negotiated individually by the General Manager.
 10. Tables and chairs are rented on a first come, first serve basis.

Pool Rental Agreement

Name of organization/individual: _____

Contact person: _____

Phone number: _____ E-mail: _____

Address _____ City _____ Zip _____

☐ Indoor Pool ☐ Outdoor Pool w/slide ☐ Outdoor Pool w/out slide ☐ Camino South ☐ Meadowgreen

Rental Date: _____ Time of event: _____ Number in attendance: _____ (swimmers & non-swimmers)

Rental fee per hour: _____ Total rental Fee: _____

Pool Rental Fee Schedule & Agreement:

\$250 deposit & two hour minimum on all pool rentals.

Outdoor Pools					
# of Guests	Rental Fee per Hour	# of Lifeguards	Rental Fee per Hour	# of Lifeguards	Days/Times Available for Rentals (Summer Season Only May-Sept)
0 -75	With Water Slide Rec Center Only \$245	5	Without Water Slide Rec Center & MG Pools Only \$175	3	Rental times are based on the pool's operating hours, which are subject to change. Please reach out for current availability before submitting an agreement.
76 -125	\$285	6	\$235	5	
126-150	\$325	7	\$265	6	
151-175	\$355	8	\$285	7	
Indoor Pool					
# of Guests	Rental Fee per Hour	# of Lifeguards	Days/Times Available for Rentals (Year-Round)		
50 or less	\$145	2	Monday-Friday 12pm -3:30pm Saturday 8am-12pm-& 6pm-10pm & Sunday 8am-12pm & 6pm-9pm		
50-100	\$190	3			
101-125	\$235	4			

Deposit Paid: _____ Rental Fee Paid: _____ Confirmed on calendar: _____

Initials

Pool Rental Event Regulations

	Applicant shall return CLCCA facilities and its' furnishings and property in the same condition as received. Before leaving the premises, applicant must clean all tables and remove all decorations and personal items. Chairs and tables must be returned to the way they were found, cleaned and stacked. Applicant agrees to remove all bagged garbage from function to the appropriate facility dumpster following the function. Garbage bags are provided. It is the applicant's responsibility to remove and replace trash bags as necessary during and following the function. Restrooms are to be left in good condition; toilets flushed, all trash collected and disposed, floors cleaned.
	Inclement Weather: There will be no swimming if thunder and lightning are present, and the pool may be cleared for up to 30 minutes after the last sight or sound of such weather. Swimming is allowed in light rain if thunder and lightning are not present. If inclement weather prohibits swimming, the event may be resumed in the indoor pool or one of the facility rooms if space allows. There will be no refunds for a party cancellation due to weather. If reasonable accommodations cannot be made the day of the event as an alternative due to inclement weather, a makeup day will be considered based on the circumstances but will not be guaranteed.
	There will be no smoking/vaping and no glass containers at all CLCCA facilities.
	There will be no alcohol at the pools.
	All guests must follow the posted pool rules.
	Lifeguards have the final authority regarding any safety issues or concerns.
	There will be no large flotation devices such as pool lounge chairs, tubes, or personal rafts. Arm floaties and lifejackets are permitted but should not in any way be used as a flotation device in lieu of supervision for a non-swimmer.
	Adult supervision of swimmers and guests is required at all times, and an adult must be within an arm's reach of a non-swimmer.
	Bathing suits are required for all swimmers. No shorts, cut-offs, long shirts, or jeans/pants. Swim diapers are required; regular diapers are prohibited in the pool.
	CLCCA is not responsible for losses, damages, and/or misplaced personal property placed in or on its facilities grounds by the applicants and all persons associated with the applicant.
	CLCCA is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained arising out of the use of CLCCA facilities and its grounds, or by security services.
	All facilities, including parking lots, must be cleared and vacated within thirty (30) minutes after the end of the event. Parking lot is to be left clean of all trash and debris.
	Applicant and guests, contractors, licensees, invitees, participants and/or guests shall comply with all Federal, State, and local laws, as well as CLCCA rules, regulations, and deed restrictions and will be subject to all applicable law enforcement penalties while on CLCCA's premises.
	All persons associated with the rental of the facilities are required to conduct themselves in a manner which will not interfere with CLCCA staff and residents. Applicant assumes full responsibility of applicant's agents, contractors, licensees, invitees, participants, and/or guests attending the event.
	No outside equipment, including, but not limited to, cooking devices (slow cookers, grills, etc.), music/sound equipment, smoke machines, electrical devices, inflatable units (includes bounce houses), candles, and special lighting shall NOT be permitted within CLCCA facilities and premises without advance written consent from the General Manager or Recreation Manager. CLCCA reserves the right to require additional insurance requirements for any equipment that is brought onto the premises.
	Parking is permitted only in designated areas and guests shall not cause excess vehicle noise, vehicle audio system noise, cause undue traffic congestion, or drive recklessly when arriving or leaving.

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	If additional CLCCA staff are called on to respond to an emergency that is not the fault or responsibility of CLCCA, applicant will be billed a minimum of \$100 for the first hour and \$75 per hour for services rendered.
	Plumbing and Restroom Use. The plumbing system at this facility is aged and must be treated with care. Restroom signage clearly indicates that <u>only</u> toilet paper may be flushed. The flushing of any personal items, including but not limited to paper towels, wipes (even those labeled "flushable"), feminine hygiene products, or any other non-toilet paper materials, is strictly prohibited. In the event that a toilet or plumbing fixture becomes clogged, damaged, or otherwise rendered inoperable due to noncompliance with this policy, the renter shall be held financially responsible for all associated repair costs. The renter's security deposit will be forfeited in full or in part to cover the plumber's service fees and any related expenses. Additional charges may apply if repair costs exceed the amount of the deposit.
	A \$3 fee will be charged for every minute the rental space is occupied after the contracted rental time. (Ex. 15 minutes = \$45 fee)
	If applicant gives written notice of cancellation of a reservation no later than seven (7) business days prior to the scheduled event, there will be no cancellation fee. If applicant cancels or changes the date of a reserved rental less than seven (7) business days prior to the scheduled event, applicant shall forfeit the <u>entire security deposit</u> .
	Renter understands and will ensure that all guests follow all pool rules: • No running, diving, horseplay, or loud and unruly conduct • No repetitive underwater breath holding or hypoxic training allowed • Some guests may be required by the CLCCA staff to wear a life jacket if deemed necessary • Lifeguards can require a guest to take a swim test, if deemed necessary
	Slide Rules: • You must be 48" to ride • No life jackets or floatation devices are allowed • Wait to slide until lifeguard instructs you or until the person before is out of the pool • Obey all signs and follow instructions of the lifeguards • NO RUNNING, standing, kneeling, rotating, tumbling, or stopping while going down the slide • Only one person at a time • Keep hands and feet inside the slide • No diving or jumping off any part of the slide • Feet MUST go first • Once down, leave the slide pool area promptly so the next participant can go down • Landing area is 3 feet deep.
	Lifeguards have final say on all rule interpretations and may adapt rules if they feel safety is a concern to any patron/guest.
	If you choose to provide your own certified lifeguards, you must inform CLCCA in advance. The number of lifeguards required will be determined based on your expected attendance. We must receive valid certifications for all lifeguards at least five (5) days prior to the rental date. If a lifeguard is no longer able to attend, you must notify CLCCA immediately in writing and provide certification for the replacement lifeguard prior to the event's start time.
	The pool will be checked by a CLCCA staff member after the event concludes and a report will be submitted to the business office. If the pool, restrooms, adjacent outside areas, and parking lot are all left in good condition, the deposit will be returned. If applicant stays after agreed rental time, a fee of \$3.00 will be charged for every one (1) minute the rental space is occupied after contracted rental time.

Room Rental Agreement

Name of organization/individual: _____

Contact person: _____

Phone number: _____ E-mail: _____

Address: _____ City: _____ Zip: _____

Rental Date: _____ Time of event: _____ (All events must end by 11:00pm)

Expected number in attendance: _____ Type of Event: _____

Will alcohol be served? Yes [] No [] (If yes, uniformed security is required at the expense of the renter.)

How many tables needed? (max 20) _____ How many chairs needed? (max 80) _____
(Please note, CLCCA will provide the tables and chairs in the room, it is the renter's responsibility to set them up as needed. Tables and chairs must be wiped down and broken down and returned in the order received. Tables and chairs are on a first come, first serve basis per renter. If they are not available, renter is responsible for securing additional chairs and tables elsewhere.)

*If you own a property within CLCCA, you will receive a discount off the room prices listed below.

Excludes gym prices. There is a 2-Hour minimum on room rentals.

Room & Gym Rental Fee Schedule

Room	Capacity	Square Footage	Rental Fee	Security Deposit	Accommodations
Rigdon Joosten Room	125	1,512	\$75/Hr	Cost of Rental W/ Alcohol 1.5x Cost of Rental	Tile floor, refrigerator, stove & sink area. Restrooms located inside room.
Room C/D	100	1,482	\$65/Hr	Cost of Rental W/ Alcohol 1.5x Cost of Rental	Tile floor, refrigerator, stove & sink area.
G-100	25	598	\$40/Hr	Cost of Rental	Great for a small party or classroom setting.
Room B	15	575	\$50/Hr	Cost of Rental	Conference table with room for audience. A/V capabilities.
Gym	600	10,416	Sport rentals \$35/hr Half Court \$85/hr Full Gym Party Rentals \$60/hr Half Court \$100/hr Full Gym	\$250 for parties and for all full gym rentals.	

Food and Drink Policy for Gym Parties

If you are hosting a party in the gym and intend to serve food and/or beverages, it is mandatory to rent the G-100 room in addition to the gym. Please note that food and drinks are strictly prohibited inside the gym area. All refreshments must be kept and consumed exclusively within the G-100 room during your party rental.

For office use only

Deposit Paid: _____ Rental Fee Paid: _____ Confirmed Date: _____

Event Regulations

Applicant shall return CCCA facilities and its' furnishings and property in the same condition as received. Before leaving the premises, applicant must clean all tables and
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	remove all decorations and personal items and clean the kitchen facility used during the event. CLCCA will provide the tables and chairs in the room, it is the renter's responsibility to set them up as needed. Tables and chairs are on a first come, first serve basis per renter. If they are not available, renter is responsible for securing additional chairs elsewhere. Chairs and tables must be returned to the way they were found, cleaned and stacked. Applicant agrees to remove all bagged garbage from function to the appropriate facility dumpster following the function. Garbage bags are provided however, it is the applicant's responsibility to remove and replace trash bags as necessary during and following the function. Floors are to be swept clean and damp mopped. Restrooms are to be left in good condition; toilets flushed, all trash collected and disposed, floors cleaned.
	CLEANING FEES: Applicant can elect to pay an additional fee IN ADVANCE to have the room professionally cleaned. Cleaning Fees: Rigdon Joosten Room: \$300.00; CD Room: \$275.00; G-100 & Board Room: \$200; Gym \$375. Cleaning Fees are due 7 days prior to the rental. If the applicant fails to clean the room prior to leaving per this agreement, or does not pay the additional cleaning fees, the renter will forfeit the room rental security deposit in full.
	There will be no smoking/vaping and no glass containers at all CLCCA facilities.
	When exiting the facility, you are responsible for turning the thermostat off. Failure to do so may result in a \$30 penalty from your deposit.
	No decorations of any type shall be attached to the structures, ceiling, walls, or furnishings. No glitter, confetti rice or birdseed shall be permitted. No candles allowed. Balloons must be popped and placed in a trash bag at the end of the event.
	No live bands are permitted. DJs are allowed.
	Coolers, ice chests, and beer kegs are to be placed in the kitchen.
	The time for rentals INCLUDES SET-UP AND CLEANING. This needs to factor in when scheduling time for rentals. If you are in the room prior or after your rental time you WILL BE CHARGED for those times which are always rounded up to at least a full hour charge. This may result in FORFEITURE OF DEPOSIT AND/OR ADDITIONAL CHARGES.
	The full amount of the room rental security deposit will be forfeited if alcohol is served without prior payment.
	DJ's and caterers may unload equipment at either gate and then dolly in. Vehicles may not pull past gates to unload. Equipment is to be dollied across floor, never pulled. If DJ's or caterers cause any damage to the Recreation Center property, the Lessee will be responsible for the damage.
	Both the renter and a CLCCA Staff member must sign off on the room rental checklist at the beginning and at the end of the rental before leaving in order for the deposit refund to be submitted.
	The rental room must be unoccupied by 10:00pm. All cleanup must be done prior to 10pm.
	CLCCA has the right to require uniformed law enforcement officers for any and all events at the renter's expense. Renter must provide the law enforcement's contact information prior to the rental.
	CLCCA is not responsible for losses, damages, and/or misplaced personal property placed in or on its facilities grounds by the applicants and all persons associated with the applicant.
	CLCCA is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained arising out of the use of CLCCA facilities and its grounds, or by security services.
	All facilities, including parking lots, must be cleared and vacated within thirty (30) minutes after the end of the event. Parking lots are to be left clean of trash and debris.
	Applicant and guests, contractors, licensees, invitees, participants and/or guests shall

	comply with all Federal, State, and local laws, as well as CLCCA rules, regulations, and deed restrictions and will be subject to all applicable law enforcement penalties while on CLCCA's premises.
	All persons associated with the rental of the facilities are required to conduct themselves in a manner which will not interfere with CLCCA staff and residents and applicant assumes full responsibility of applicant's agents, contractors, licensees, invitees, participants, and/or guests attending the event.
	No outside equipment, including, but not limited to, cooking devices (slow cookers, grills, etc.), music/sound equipment, smoke machines, electrical devices, inflatable units (includes bounce houses), and special lighting shall not be permitted within CLCCA facilities and premises without advance written consent from the General Manager. CLCCA reserves the right to require additional insurance requirements for any equipment that is brought onto the premises.
	COH Health permits are required for food trucks, concessions, etc.
	Parking is permitted only in designated areas and guests shall not cause excess vehicle noise, vehicle audio system noise, cause undue traffic congestion, or drive recklessly when arriving or leaving.
	If additional CLCCA staff are called on to respond to an emergency that is not the fault or responsibility of CLCCA, applicant will be billed a minimum of \$100 for the first hour and \$75 per hour for services rendered.
	During the rental period, it is mandatory that all activities and children are supervised at all times. The responsibility for monitoring children rests solely with the applicant and their associated parties. CLCCA staff are not responsible for supervising children, and renters should not expect CLCCA staff to do so. Failure to provide adequate supervision may result in the immediate termination of the rental event. In such cases, the applicant's deposit may be forfeited. It is the applicant's duty to ensure the safety and oversight of all children and activities throughout the duration of the rental period.
	Plumbing and Restroom Use. The plumbing system at this facility is aged and must be treated with care. Restroom signage clearly indicates that <u>only</u> toilet paper may be flushed. The flushing of any personal items, including but not limited to paper towels, wipes (even those labeled "flushable"), feminine hygiene products, or any other non-toilet paper materials, is strictly prohibited. In the event that a toilet or plumbing fixture becomes clogged, damaged, or otherwise rendered inoperable due to noncompliance with this policy, the renter shall be held financially responsible for all associated repair costs. The renter's security deposit will be forfeited in full or in part to cover the plumber's service fees and any related expenses. Additional charges may apply if repair costs exceed the amount of the deposit.
	Set-up and break-down of the room are the responsibility of the applicant and must be completed within the timeframe rented.
	For safety and security reasons, no windows are allowed to be covered for any rentals.
	Restrooms are to be left in good condition; toilets flushed, all trash collected and disposed, floors cleaned.
	NO ALCOHOL MAY BE SERVED UNLESS PREVIOUSLY AGREED BY MANAGEMENT, ADDITIONAL DEPOSIT PAID IN ADVANCE, AND UNIFORMED SECURITY OFFICER IS PRESENT. Failure to pay the deposit in advance will result in full forfeiture of the \$200 room rental security deposit.
	Check out at the end of rental period. The room will be checked by staff member on duty after event concludes and a report will be submitted to the business office. If the room, restrooms, and adjacent outside areas are both left in good condition, the deposit will be returned. Parking lot must also be left in good condition.
	Failure to adhere to any of these regulations will result in the deposit being forfeited.

CLCCA Instructor Rentals

	All Instructors renting out an area/room will pay CLCCA a minimum of \$30/hr.
	All Instructors will have all people register through CLCCA.
	All Instructors must rent an area/room for a minimum of one hour per session.
	All Instructors will abide by the room rental policies.
	All Instructors are responsible for ensuring the people or environment involved in their session pose no safety risk to themselves or others.
	All Instructors are responsible for informing the General Manager, Recreation Manager, or the Recreation Administrator about any safety risks involved in their sessions.
	All Instructors are responsible for paying for hours rented on the calendar schedule maintained by CLCCA.
	All Instructors will have reoccurring schedules in the calendar unless changed by CLCCA that the instructors are responsible for paying.
	All Instructors must inform the General Manager, Recreation Manager, or the Recreation Administrator IN WRITING about schedule changes to the next month at least seven business days prior to the start of the upcoming month. Any Instructors that fail to do so will be responsible for paying for the time allotted on the schedule for the entire upcoming month.
	CLCCA maintains the ability to add or subtract fees regarding rentals including supplies, cleaning, repairs, or anything that can be reasonably understood to be the responsibility of the instructor based on the existing expectations placed on them by CLCCA.
	For any pool rentals that are not event related the cost is a minimum of \$30/hr plus a minimum of 15/hr per lifeguard needed to be added, which is determined by CLCCA. The number of people and the type of activity involved will factor in how CLCCA determines what type of rental it is and how the payment structure will be.

Hold Harmless Agreement for use of ALL CLCCA Facilities

The names organization or individual (herein called LESSEE) agrees to and shall indemnify and hold harmless the CLCCA, it's trustees, officer, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including expenses of litigations, court costs and attorney's fees, for damage to any person or property arising out of or in connection with the use of premises by LESSEE under this agreement, regardless whether such injuries, death or damages are cause in whole or in part by the negligence of the CLCCA. It is the express intention of the parties hereto, both CLCCA and LESEE that the indemnity provided for in this paragraph includes indemnity by LESSEE to indemnify and intention of the parties hereto, both CLCCA and LESSEE that the indemnity provided for in this paragraph includes indemnity by LESSEE to indemnify and protect the CLCCA from the consequences of the CLCCA's own negligence, whether that negligence is the sole or a concurring cause of the injury, death, or damage.

Date this _____ day of _____, 20____

Signature _____

Name (please print) _____

Insurance Requirements

Every facility rental requires proof of liability insurance in the form of a copy of the declarations page from the applicant's homeowners or renter's insurance policy. If no proof of insurance is provided, there will be a \$100 non-refundable fee for the room rental.

Insurance Company _____

Amount of liability insurance _____

I hereby certify that the liability insurance described above is in full force and effect and that all members of my organization will be informed of this Hold Harmless Agreement prior to the time the function is held.

Signature _____

Name (please print) _____

Safety Protocol

*Providing a safer environment for our guests and staff is a top priority and achieving this is a shared responsibility. Please join us in our efforts to enhance the safety of our public spaces by complying with local regulations and practicing social distancing. Face masks and frequent hand washing are recommended procedures for large gatherings. We appreciate your support and understanding. By signing this I acknowledge that I am aware of the safety concerns and recommendations of CLCCA.

Signature _____

Name (please print) _____

Procedures for Reserving CLCCA Rooms and Pools:

Reservation requests are accepted a minimum of seven (7) business days in advance of an event and may be reserved a maximum of six months in advance from the current date.

All applications are reviewed and approved by the CLCCA General Manager or staff member responsible for rentals. Submittal of application prior to notification of approval from CLCCA does not reserve a facility.

The person signing the application must handle all transactions, inquiries, and changes. The applicant is required to be present at the event and available to CLCCA personnel during the entire course of the event for which the applicant made a reservation.

The right of rental and use of CLCCA facilities is exclusive to applicant. Applicant shall not have the right to sublease or assign its reservation to another group or organization. Nor shall use of CLCCA facilities be for any other purpose other than what is stated on the application.

CLCCA reserves the right to not approve the application to reserve or rent the facilities based on the applicant's and/or applicant's guest(s) previous rental history.

CLCCA reserves the right to not approve applications for events that are deemed political, social, policy activity, policy critiquing in nature, or events deemed divisive, illegal, or immoral.

Any reservation or rental agreement is revocable by CLCCA at any time upon good cause.

Security Deposit and Payments:

A security deposit is required for all rentals. An event is not considered confirmed and booked until this deposit has been paid. Security deposit checks will be cashed, and deposit fees do not apply toward the rental fees for the facility. Payment for the rental fees is due a minimum of seven (7) business days prior to the event.

Attendance Policy and Security Deposit Forfeiture

It is the responsibility of the applicant to ensure that the number of event attendees does not exceed the amount stated in the rental agreement. If, during the course of the event, the actual number of attendees exceeds the stated agreement by 10 or more individuals, the applicant will forfeit the entire

security deposit unless you obtain written approval by the Recreation Manager or General Manager at least (3) business days prior to your rental. This policy is strictly enforced to maintain facility safety, proper planning, and adherence to rental terms.

The amount of the security deposit is \$250. If the CLCCA management feels the events includes activities which could create additional risk to the facility, or necessitate additional custodial services, additional deposit amounts may be required.

If the applicant gives written notice of cancellation of a reservation no later than seven (7) business days prior to the scheduled event, there will be no cancellation fee. If applicant cancels or changes the date of a reserved rental less than seven (7) business days prior to the scheduled event, applicant shall forfeit the entire security deposit.

CLCCA may hold the security deposit for such a period of time as is necessary, but not to exceed thirty (30) days, to determine the full extent of damages and to make all repairs and/or secure replacement. Security deposit refunds for completed functions will be returned to applicant by mail in the form of a check issued by CLCCA approximately fourteen (14) business days following the function. Security deposit in full will be forfeited if alcohol is served without prior payment of the appropriate security deposit.

The applicant is required to leave CLCCA facilities in the same condition as found upon arrival. The security deposit shall be used to repair, replace, or compensate for any property of CLCCA which is damaged or missing as a result of use by the applicant and the applicant's agents, contractors, licensees, invitees, participants and/or guests. The security deposit shall also be used to compensate for the time involved in returning the facility to its original condition if not done so by the applicant. The standard fee for this will be \$100 per hour of time required. The applicant assumes liability for the costs of repairing damage or loss to CLCCA property which may be incurred in excess of the security deposit for repair replacement, or payment for any property of CLCCA which is damaged, destroyed, misplaced, or stolen by applicant, participants, or guests.

USE OF TENNIS & FUTSAL COURTS

It is the policy of the Clear Lake City Community Association (CLCCA). Inc. Board of Trustees that the rules listed below will be followed in using Association owned Tennis Courts.

1. Courts are for CLCCA residents with current ID tags only and their guests for whom a pass has been obtained in advance.
2. Current CLCCA identification tag must be worn where it can be seen to play.
3. Play will be limited to no more than one hour if an authorized player is waiting.
4. No organized tournaments are allowed unless approved in advance by the General Manager.
5. No lessons/instruction allowed unless authorized in advance by the General Manager or Recreation Manager. All required fees must be paid in advance.
6. No more than two courts may be reserved for greater than two hours at one time for tennis lessons between 4pm and closing time.
7. Lights will be turned off at 10pm.
8. Periodic checks will be made of identification tags by Recreation Center personnel. All persons without current ID tags or a pass will be asked to leave. Any holder of a current ID tag may ask anyone without a current ID tag or pass to leave.
9. Players will turn off lights when play is finished if no other authorized player is waiting.

Outside Contractor renting tennis courts or any outdoor courts for Private Lessons without the purchase of Recreational Facility Tags.

The contractor must carry liability insurance and sign the Hold Harmless Agreement along with all of his / her students must also sign the hold harmless agreement. A Refundable Key Deposit of \$25.00 is required.

Krueger Park (Tennis), Rutledge Park (Tennis), & Oakbrook West Park (Futsal) \$40 an hour for one court and \$75 per hour for two courts.

Clear Lake City Community Center Day Camps

Communication

Correspondence with parents/guardians of camp kids will be done primarily through email but a phone number needs to be available. It is the responsibility of the parents/guardians to provide an email and phone number that will be used to communicate with CLCCA staff members.

Equipment

Everything the camp kids bring to camp needs to be labeled, including but not limited to backpack, bathing suit, towel, goggles, swim shoes, sunscreen, lunch, snacks, and drinks.

It is the duty of the parents/guardians to ensure their children do not share food or drinks with anyone else due to possible interactions with allergies of other kids.

CLCCA is not responsible for any money, credit cards, or any other devices related to payment that is brought.

Camp Guidelines

All campers need to always stay with their group unless given permission from their counselor.

All campers need to respect fellow campers, counselors, lifeguards, and other staff members.

No name calling, pushing, shoving, fighting, of any kind is tolerated.

No inappropriate language is tolerated by participants.

All campers need to be respectful of others' belongings. Taking other people's belongings is not tolerated.

All campers need to dispose of waste properly.

No cell phones, toys, cards, electronics, or any other valuables should be present at camp. CLCCA is not responsible for any of these items.

Campers need to bring a sack lunch and drink daily.

Inappropriate Behavior

1st warning: If inappropriate behavior occurs by a camper and is not immediately corrected, a staff member will take the appropriate action to ensure that behavior minimally affects others. This can include taking the camper away from the group to reflect on the camper's choices.

2nd Warning: If inappropriate behavior continues to occur or becomes more serious, a staff member will likely separate the camper, and inform the parents.

Last Warning: The camp director will call the parents/guardians to discuss the inappropriate behavior

and the course of action; consequences may result in time away from camp without a refund for missed days.

Suspension: If the steps taken to correct inappropriate behavior are unsuccessful, a participant may be suspended or expelled from the program.

These steps are used as a guideline. Exact responses to behaviors are situational and depend on the severity of the inappropriate behavior. The participant may be asked to leave the program for the remainder of the day at the discretion of the camp director, recreation manager, or the general manager. In the event a child is dismissed from a program for any period of time, the registration fee is non-refundable.

Drop-off Procedures

Parents/Guardians need to sign campers in and confirm they are on the list.

Pick-Up Procedures

Parents/Guardians are responsible for ensuring CLCCA has a picture ID for the child being picked up. Parents/Guardians can and will have additional requirements displayed in that camp's specific guideline packet.

Camp Paperwork

All campers must pay the registration fee and submit their camp registration packet 5-7 days before their camp is scheduled. The packet includes camper information, contact information, authorized pick up form, medical treatment preferences, parent acknowledgment, camper's immunization record, and a copy of their health insurance card.

Medication

Any medication that your kid needs is required to be on the medical form.

If your child has any special requirements or medications, your form must be submitted 5-7 days prior to the camp start date. Counselors DO NOT administer any medication. The camp director will administer the medication to your camper. This does not necessarily include every guideline required of campers or parents/guardians. Additional guidelines can and will likely be issued by the camp director that need to be followed.

Inclement Weather

Camp Clear Lake has a specific policy regarding refunds and credits for camp days canceled due to inclement weather. Refunds are not provided for any portion of camp canceled because of adverse weather conditions. However, if a named storm causes the cancellation of two or more camp days, participants will receive a credit based on the daily rate paid for the missed days. This credit will be applied to the participant's account and may be used for a future camp session or any CLCCA recreation class or program. *(For example, if a non-resident pays \$200 for a session of five days of camp, and the facility is closed for two days of that session, a credit of \$80 is issued to the participant's CLCCA recreation account.)*

PARENT OBSERVATION POLICY FOR PROGRAM AND SPORT INSTRUCTION

The Clear Lake City Community Association, Inc. (CLCCA) has established a clear policy regarding parent observation during scheduled CLCCA program instruction or sport instruction rentals at the Recreation Center.

Observation Guidelines

Parents are not permitted to observe ongoing instruction sessions except during specific times

announced by the instructor, coach, General Manager, or Recreation Manager. The decision regarding when parent observation is allowed will be made collaboratively by the instructor or coach, the renter, and the General Manager and Recreation Manager. Their goal is to ensure that parent presence does not interfere with instruction, participation, or the safety of the participants.

Rationale for the Policy

- When parents are present, children may direct their attention toward their parents instead of viewing the instructor or coach as the primary source of authority.
- Parents may be inclined to converse with the instructor or coach during instruction periods, which can diminish the quality of instruction for all students.
- It is believed that students learn more effectively when their parents are not visible during instruction.
- Safety and facility disinfection requirements further support the need to limit parent presence during sessions.

Enforcement and Participation

Athletes or students will not be allowed to register for or continue participation in programs if their parents insist on observing instruction or create distractions for those participating.

Waiting Area for Parents

A designated waiting area will be available for parents who wish to remain on-site during the instruction period. This area may be located outside the gym or activity room.

SOCCER & FLAG FOOTBALL LEAGUE POLICIES & AGREEMENT

By registering for the CLCCA Soccer or Flag Football League, you acknowledge and agree to the following policies:

Age Requirements

- Players under the required age must be of age or within two months of the required age by the start of the season.

Refund Policy

- No refunds will be given once registered, this includes weather cancellations

Weather Policy

- CLCCA cannot control weather conditions.
- A maximum of **two (2) make-up practices** will be scheduled during the season.
- A maximum of **one (1) make-up game** will be scheduled during the season.
- Any practices canceled beyond the two allotted make-up practices and any games canceled beyond the one allotted make-up game will not be rescheduled.

Injury Policy

- Participation in leagues involves inherent risks of injury.
- CLCCA is not responsible for injuries sustained during practices, games, or related activities.

Volunteer Coach Requirement

- CLCCA relies on volunteer coaches to operate soccer and flag football leagues.
- If an insufficient number of volunteer coaches register, CLCCA may be unable to hold the league.
- In the event the league is canceled due to a lack of volunteer coaches, all registered participants will receive a full refund.

By selecting "I Agree" during registration, you acknowledge that you have read, understood, and agreed to all policies listed above.

USE OF SPORTS AND BALL FIELDS

It is the policy of the Clear Lake City Community Association (CLCCA), Inc. Board of Trustees (BOT) that requirements are to be followed using Association owned sports and ball fields.

Ball and sports fields are owned by the CLCCA and are for the enjoyment of property owners within the geographic boundaries of the CLCCA. When outside entities wish to use these ball and sports fields, you must coordinate your activities with the CLCCA Recreation Department at 281.488.0360, complete a Sportsfield rental agreement, pay a fee, and \$200 deposit for the use of the CLCCA owned property.

If a group is found to be using the sports or ball fields without paying a fee, a request will first be made to pay the fee listed on this policy. If no payment is forthcoming, a constable will be called for the group's removal from CLCCA property.

FEE STRUCTURE:

Fields at 16511 Diana Lane:

CLCCA Property Owners and Non-Property Owners
\$45 per hour (Non-Resident) \$36 per hour (Resident Rate)

All other Fields: Property owners within the CLCCA – No Charge
Non-Property Owners - \$15 per hour

PRIORITY USE OF CLCCA ATHLETIC FIELDS

It is the policy of the Board of Trustees of the Clear Lake City Community Association, Inc., that the following will govern in the use of athletic playing fields in Association owned parks.

1. First priority will be given to organized teams that are affiliated with or are a part of a larger organization that competes in an organized effort such as Little League Baseball.
2. Within the first priority, priority will be given for a specific team that has made improvements to the property requested for use. Improvements must have prior approval of the General Manager. This team priority will expire at the end of the second season of use.

CLCCA RULES AND REGULATIONS FOR SPORT FIELD USE

Scheduling Procedures

- A. "Sport Field Application" shall be completed for all requests. A single application may be used for multiple field/ tournament events during the calendar year of the request at a single time.
- B. The "Sport Field Application" form is available online at www.clcca.org or in person at the Clear Lake City Community Association.
- C. Submit "Sport Field Application" by mail, fax, email or in person at the CLCCA Rec Center.
- D. Following the processing of applications according to the Priority of Use Policy and deadlines detailed in the subsequent section, all applications will be considered on first come first served basis.
- E. A confirmation of reserved fields will be provided at the time of scheduling with a receipt of payment or with the billing.

Payment Policies

For a single event or for usage that is to occur within two weeks of scheduling, payment is to be made in full at time of scheduling. For others, fees are due upon receipt of your invoice. **A confirmation of reserved fields will be provided at the time of scheduling with a receipt of payment or with the billing.*

Refunds

1. **Non-tournament use:** Refunds will only be given for reservations cancelled with at least 30 calendar days' notice.
2. **Tournaments:** In order to schedule a tournament, the balance is due 30 days prior to use. Cancellation by the user, at any time, will result in loss of the deposit. Refunds of deposit or rescheduling date will only occur if cancellation by Parks Maintenance staff due to inclement weather or unsafe playing conditions.

Tournament users are required to complete a "Sport Field Application" at time of scheduling and a "Tournament Checklist" is to be submitted prior to use with final payment. **In case of field closure due to inclement weather, poor field conditions, it is the responsibility of the user to request rescheduling or credit/refund within 3 days of the date of the scheduled use.*

Tournaments

Leagues/Organizations or individuals requesting fields for tournament play for any sport will be required to fill out a "Sport Field Application" at the time of scheduling. All tournament users shall arrange a meeting with a CLCCA representative and complete a tournament checklist prior to use. Tournament use will be considered based on field availability. A deposit is required for tournaments. The deposit is equal to one field's rental for one day.

General Athletic Field Use Rules and Regulations

- Selling, opening, possessing alcoholic beverages in any open container, or consuming any alcoholic beverage in any park or recreation area is prohibited, other than in connection with an event or activity in a community center, park building or other structure for which approval has been issued in writing by the association.
- Being or remaining in or loitering about in any park, recreation area or other park area while in a state of intoxication is prohibited.
- **The CLCCA is not responsible for any personal property loss, including theft or damage to vehicles, etc.**
- Leagues/Organizations must submit Certificate of Insurance with the CLCCA as a Primary Non-contributory Additional Insured. General liability limits must be at least \$2,000,000.
- It is the league/organization's responsibility to obtain field closure updates due to inclement weather and/or unplayable conditions.
- Failure to follow the Athletic Field Use Rules and Regulations may result in cancellation of use without a refund.

Restrooms

CLCCA requires athletes to be escorted to the restrooms inside the gymnasium with an adult at the recreation center. Athletes are not allowed inside the gym with muddy shoes. If this is the case, the outdoor restrooms are available to use in the courtyard. All participants must use their best behavior inside the locker rooms and horse play is not allowed. Any issues with the facility should be reported to the facility manager immediately.

CLCCA has several parks, tennis courts, playgrounds, and pools available for use in addition to our main campus location. See map below.

Main Campus

Kermit H. Applewhite Sports and Recreation Center
16511 Diana Lane Houston, Texas 77062

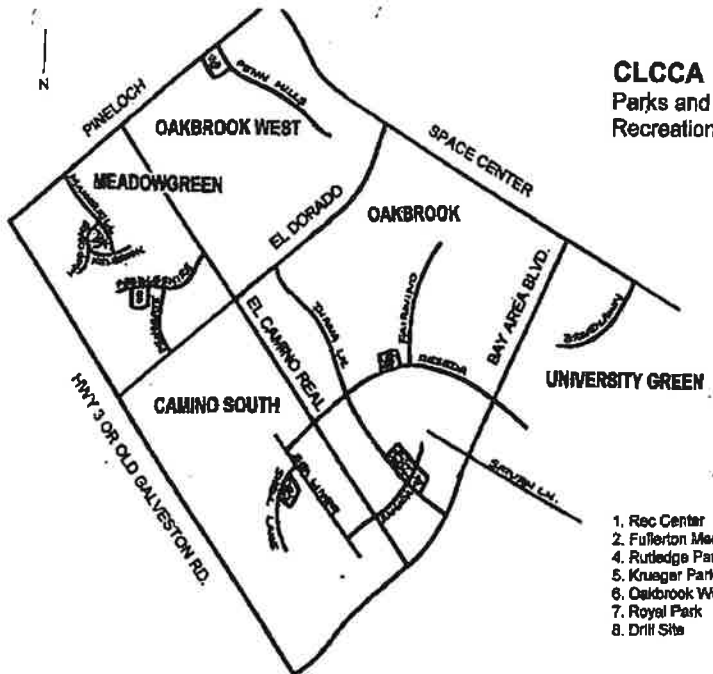
Includes: Year-Round Indoor Pool (Heated to 82 degrees), Meeting Rooms, Gymnasium, Fitness Room, and Outdoor Pools with slide, diving and Splash Pad.

Oakbrook

Fullerton Memorial Park (Spaceland)
Closed to the public, contracted with Nasa Area Little League Baseball
1212 Ramada, Houston, Texas 77062

Camino South

Rutledge Park
16445 Shell Lake, Houston, Texas 77062
Includes: Two Tennis/Pickleball Courts, Outdoor Pool, Playground, Basketball Court, Picnic Tables & Benches.



**CLCCA
Parks and
Recreation**

**Meadowgreen
Krueger Park**

400 Woodcombe, Houston, Texas 77062
Includes: Two Tennis Courts, Outdoor Pool, Playground, Softball, Basketball Court & Soccer Fields.

Drill Site (Meadowgreen)

800 Pebbleshire, Houston, Texas 77062
Includes: Playground, Picnic Tables & Benches, Softball & Soccer Fields.

**Oakbrook West
Royal Park**

14902 Penn Hills, Houston, Texas 77062
Includes: Futsal Courts, Playground, Softball & Soccer Fields.
(Outdoor Pool is closed to the public)

This policy replaces the following policies: 300-1C, 405-1D, 405-2B, 405-3L-R, 405-4L, 405-5A, 405-6A, 405-9A, 406-1B

Amended at the Board of Trustee Meeting on September 21, 2016

Amended at the Board of Trustee Meeting on March 21, 2018

Amended at the Board of Trustee Meeting on November 20, 2019

Amended at the Board of Trustee Meeting on February 16, 2022

Amended at the Board of Trustee Meeting on October 19, 2022

Amended at the Board of Trustee Meeting on August 16, 2023

Amended at the Board of Trustee Meeting on December 17, 2025

Amended at the Board of Trustee Meeting on June 17, 2026

Adopted this 17th day of June 2026 by at least a majority of the Board of Directors of the Association.

CLEAR LAKE CITY COMMUNITY ASSOCIATION

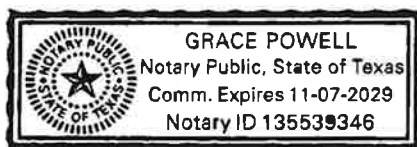


Signature

Printed Name: Linda Coblentz

Title: Board Secretary

This instrument was acknowledged before me on the 18th day of June, 2026 by Linda Coblentz, the Secretary of CLEAR LAKE CITY COMMUNITY ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



6


Notary Public in and for the State of Texas

ADDITIONAL DEDICATORY INSTRUMENT
For
CLEAR LAKE CITY COMMUNITY ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Margaret R. Maddox who, being by me first duly sworn, states on oath the following:

My name is Margaret R. Maddox I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney/Agent for **CLEAR LAKE CITY COMMUNITY ASSOCIATION**. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

1. **FINANCE POLICIES**
2. **BOARD OF TRUSTEES & MEETING POLICIES**
3. **GENERAL POA GUIDELINE POLICIES**
4. **RECREATION POLICIES**

for

CLEAR LAKE CITY COMMUNITY ASSOCIATION
A TEXAS NON-PROFIT CORPORATION

DATED this 25th day of June, 2026.

**CLEAR LAKE CITY COMMUNITY
ASSOCIATION**

Margaret R. Maddox

BY: _____

Margaret R. Maddox, Attorney/Agent
(Printed Name)

RP-2026-252693

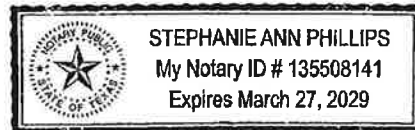
THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

THIS INSTRUMENT was **acknowledged** before me on this the 25th day of June, 2026 by the said Margaret R. Maddox, Attorney/Agent for **CLEAR LAKE CITY COMMUNITY ASSOCIATION.**, a Texas non-profit corporation, on behalf of said corporation.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After Recording Return To:
Daughtry & Farine, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: MRM

RP-2026-252693

RP-2026-252693

RP-2026-252693
Pages 66
06/25/2026 10:08 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$281.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS