

POLICY AND PROCEDURES
LAKE ROYALE CONTRACT SERVICE AGREEMENT

1. **GENERAL:** The purpose of this document is to establish the policy and procedures for implementing a contract service agreement with individuals seeking to provide recreational or educational services to Lake Royale POA residents.

2. **RESPONSIBILITY:** The Lake Royale POA General Manager is responsible for implementation of all aspects of the Lake Royale Contract Service Agreement Program. The Lake Royale POA General Manager may delegate to the Lake Royale POA Recreation Director day-to-day management of this program.

- The Lake Royale POA Recreation Committee will provide oversight of the program and make recommendations to the Lake Royale POA Board of Directors regarding its implementation.

3. **PERMITTED ACTIVITIES:** This program involves utilization of Lake Royale POA facilities to enrich the lives of POA members. Programs should be of fixed duration. Examples of programs that will be permitted include:

- Summer recreational programs including tennis lessons, swimming lessons, boating courses, martial arts programs, fishing, etc.
- Craft classes such as scrap booking, picture editing, bird house building, etc.
- Educational activities such as computer skills, bird watching, etc.

Commercial ventures (i.e., selling products without some physical involvement of POA residents, or programs that market a commercial product on a long term basis such as diet/weight loss clinics) will not be permitted.

- Programs (such as the Triathlon) involving significant use of POA property and facilities must be approved by the Lake Royale POA Board of Directors.

4. **PROCEDURES:**

- The Program Coordinator/Director completes the attached Contract Service Application and submits it to the Responsible POA authority (e.g., POA General Manager or the POA Recreational Director if designated).
- The Responsible POA authority, after determining that the requested activity falls within the spirit of the “Permitted Activities” Guidelines, ensures that the requested facility is available and that the following requirements are met:
 - Proof of certification for classes involving physical activity, or credentials (experience) in craft skills and educational programs.
 - Reasonableness of fees; design of registration forms.
 - Resolution of identified safety issues/questions
- The Responsible POA authority will monitor the establishment of the program, the number of people attending, and ensure adherence to registration fee collection and distribution in accordance with the terms of the Contract Service Agreement.
- The Responsible POA authority will ensure that the program is advertised in Recreational Program publications and on the POA web site. Signs at the Front Gate and news articles in the Royale Reporter are appropriate and must include scheduling on the Activity Calendar published in the Royale Reporter.
 - Commercial ads in the Royale Reporter must be paid for by the program coordinator/instructor.
- The Responsible POA Authority will sign the contract on behalf of the POA, and will have the Program Coordinator/Instructor sign the contract and have it notarized.
- The Responsible POA Authority will ensure Gate Access for the instructor/coordinator.

**LAKE ROYALE POA
CONTRACT SERVICE APPLICATION**

Name _____ Telephone (b) _____
(First Name) (Middle Initial) (Last Name)

Telephone (h) _____ Telephone (c) _____

Email address _____ Fax # _____

Address _____
(Street Address) (City) (State) (Zip)

Proposed Activity/Class _____ Length of Each Class _____

Activity/Class Frequency _____ Primary Dates _____

Rain Dates _____

Requested Facility _____ Minimum/Maximum Attendance _____

Proposed Fee _____

Estimate of Costs for program materials if not included in the class/activity fee _____

Credentials/Experience _____

Attached documentation:

____ Registration Form

____ Educational Credentials/references

____ Proof of Insurance Liability

____ Participant Liability Wavier

**LAKE ROYALE POA
CONTRACT SERVICE AGREEMENT**

I, _____, will serve as
instructor/coordinator for members and guests of the Lake Royale POA for the
following class/activity:_____.

Class/activities and fees will be in accordance with the schedule on the attached
application.

I certify that I have liability insurance (if required by the Lake Royale POA) and will
hold the Lake Royale POA blameless for any damage to equipment or injury to
class/activity participants and instructors.

I understand that I am responsible for conducting class/activity registration (including
completion of liability waivers if required) for conducting the class/activity, and for
collecting approved registration/activity fees as well as fees for class/activity
materials (if applicable).

The Lake Royale POA will provide the facility and will announce the class/activity in
the Royale Reporter calendar, on the Lake Royale POA website, and by a sign at the
Front Gate.

I agree to pay the Lake Royale POA 20% of class/activity fees (excluding fees for
class/activity materials, if applicable) or a payment of \$ _____, whichever
is greater.

I understand that the Lake Royale POA may preempt my use of the facility in the case
of an emergency/natural disaster. I further understand that the Lake Royale POA may
void this agreement without recourse for safety, security, or performance
determinations.

(Activity /Instructor Signature)

(Date)

(Lake Royale POA Authorized Representative Signature)

(Date)