

Steps to Forming a Club

The most important requirements for starting a successful club or activity are interest and commitment. Once you know you have a group willing to commit to a regular meeting time and a common interest, you can manage the rest with ease.

1. Decide what type of a club or activity it will be. You should have a topic and the people in your club should be gathering because they share the common interest.
2. You will need to complete the attached paperwork in its entirety and submit your completed forms to the Activity Coordinator in the Community Service Office.
3. When forming your club keep in mind that to be successful you will need to have more than one person, not including individuals who reside within the same unit, who will be representing the club and club interests.
4. If your meetings will be held in one of SCA’s facilities, you will need to complete a Facility Reservation Agreement and Facility Request Form. The forms can be obtained from the Activities Office located in the East Activity Center. Depending on the type of event, you may be required to pay a refundable room deposit.
5. If you have not done so, you will need to determine how often your club will meet. Once you have decided if your meetings will be weekly, bi-weekly, etc., you need to determine the time of day that you desire to hold your meetings.

NOTE: Room reservations are taken at the beginning of each quarter and are limited to three-month increments, on a first come and first served basis, based on room availability. Only residents and approved tenants with a valid activity card or members of approved clubs or activities may make room reservations. Room reservations do not guarantee exclusive use of the room. Others may not be banned from entry/exit. Further, SCA, its officers, directors, members, contractors, employees and agents, including Parkway Maintenance & Management, Pinellas LLC, shall have the right to enter the facility, with or without prior notice, and may attend or monitor events and meetings, and may utilize the facility for any and all purposes.

In this month:	You may schedule for:		
December→	January	February	March
March→	April	May	June
June→	July	August	September
September→	October	November	December

6. To reserve a meeting room, please visit the Activities Office at the East Activity Center.
7. If you are planning to form a club or activity you must submit the attached completed forms along with contact names and phone numbers of officers, secretary, and president, if applicable. Incomplete

forms will delay the approval process. This applies to current, as well as new club or activity formations.

8. Club packets are required from every club **annually**. Failure to turn in a packet may delay your ability to schedule room reservations and there may not be any rooms available. If there are changes to your club or activity during the year, you must notify the Events & Activities Manager and update your club paperwork within fifteen (15) days of such change.
9. Club by-laws define officer and member duties. The by-laws create a mutual understanding of how the club operates as described herein. (Only approved owners, approved residents, or approved tenants in good standing with a valid activity card may be an officer of a club or activity.)
 - a. The President is responsible for such items as running the club, club meetings, and filling out and returning scheduling modification forms.
 - b. The Vice President will run the club in the absence of the President and assist the President as assigned.
 - c. The Treasurer will handle the club dues and pay the bills for the club's operations and activities.
 - d. The Secretary will keep the minutes of every meeting.
10. **Only approved residents or approved tenants with a valid activity card from On Top of the World Communities may be members of Clubs.** All outside guests participating in club activities and/or meetings must be in the company of a resident with a valid activity card at all times.
11. **Membership and attendance at club meetings and events must be open and available to all members of the Association without discriminating based on race, color, religion, sex, age, national origin, sexual orientation or gender identity, disability or veteran's status.**
12. If you plan to include food, drinks, and/or alcoholic beverages at any club function, a refundable deposit is required in an amount as determined by SCA, in its sole discretion. The deposit will be returned upon satisfactory inspection of the room after your event. Refunded deposits can be picked up in the Activity Office after two days following your event. You have up to 5 days after the date to pick up your check or it will be shred. If inspection of the room shows that there is damage resulting from the event, such as food and/or drink stains on a carpet, then the deposit will be used to cover the expenses associated with restoring the room to the condition it was before the event and the refund of the deposit will be reduced by such amount. If restoring the room to the condition it was in prior to the event costs more than the amount of the deposit, then you will be responsible for covering such additional expenses.
13. The Activity Centers normally close at 10 p.m. Monday through Saturday, and at 9:00 p.m. on Sundays and holidays. If you would like to schedule your event later than that time an additional fee of \$45 per hour will apply. You must make prior arrangements at the Community Service Office.
14. **Any club or activity group that collects dues or otherwise handles money will need to file for a federal tax identification number. Check if this applies to your club at: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.**
15. **If you are utilizing an outside caterer for your event, you will need to provide a copy of their license to operate, W-9 and insurance information at least two (2) weeks prior to your scheduled event.**
16. If your club meeting requires a table set up different than what's provided in the facility and you would like SCA to make floor plan changes, please submit a drawing of your set-up and your completed Facility Set up Form to the Events & Activities Manager. We request your form, drawing, and payment up to three (3) weeks prior to your event. Additional charges apply for all set ups completed by SCA personnel and are non-refundable. SCA has the right to refuse to make such changes to the floor plan in its sole and absolute discretion.

17. The submission of any club or activity paperwork does **not** guarantee approval. You will receive notification of approval from the Events & Activities Manager.
18. A Waiver of Liability is required to be submitted for any club that includes physical activity or the use of machinery. All members will be required to submit a waiver independently in order to participate. It is the responsibility of the club president to maintain a current roster of members and ensure that each has completed and submitted a signed waiver. Failure to do so will result in all scheduled club activities being suspended until compliance is met.
19. Current complete membership rosters are required to be submitted to the Activity Department for every club or activity. All changes must be submitted to the Activities Coordinator in the Community Service Office. It is the responsibility of the club president to maintain a current roster of members and include that list with your club paperwork when submitted. This information needs to be updated as necessary.
20. If your club or activity utilizes instructors **OR** performs any activity including utilizing machinery and tools, or engages in physical activities, you will be responsible to ensure that **each** participant have a completed and signed Release of Liability Waiver on file with the Activities Department. This form and all activity forms may be obtained at the Community Service or Activity Offices during normal business hours. It will be your responsibility to keep this information up to date. Any club or activity found to be non-compliant may result in the suspension of the entire club or activity. Additionally, all scheduled club activities will be suspended from the calendar until compliance is met.
21. Any resident or outside instructor who charges a fee and utilizes the facility will be required to pay a facility fee of \$50.00 bi-annually i.e. January and July of each year. This fee must be paid prior to any club or activity being placed on the calendar.
22. It is the responsibility of all instructors to supply to the Activities Department with any up to date liability insurance and training certificate(s) per requirements.

Club and Activity Packet

Your packet **MUST** include **ALL** information from below. Failure to complete this information could result in delays to approve your club or activity and will delay your ability to place room reservations.

Please submit all answers and/information below or on separate sheets of paper if needed.

No events can be scheduled on the calendar until all paperwork is completed, received, and approved.

1. What is your club, committee or activity name?

The On Top of the World (OTOW) name, logo and trademarks (United States Patent and Trademark Office Serial Nos. 4,564,299 and 5,324,001) (collectively the "Trademark") are registered trademarks and may not be utilized in any club name without prior approval.

2. Provide a separate copy of your membership roster. If your membership roster changes often, include a list of your permanent members or a most current list. Membership in an approved club is exclusive to approved owners, approved residents, and approved tenants only. When providing your roster, you must include first and last name, address and phone number of each member.
3. Finances and Records: Does your club, committee, or activity handle cash, accept donations, collect dues or fee? Yes _____ or No _____

NOTE: If so, it is recommended you seek the advice of a qualified professional to ensure you are complying with the requirements of the IRS, State and Federal guidelines. Should it be determined that a Federal Tax ID number or 501(c)(7) status is recommended, we ask that you supply a copy of that status to the Community Service Office. Please visit the www.IRS.gov website for further information.

Are you exempt? Yes or No? _____ or, non-exempt, Yes or No? _____

If applicable, what is your Federal Tax ID #: _____

By signing below, you are informing us that you have determined that you are not required to have a federal tax ID number or hold a 501(c)(7) status at this time.

Signature: _____

4. Do you elect a board of directors? Yes _____ or No _____
 - A. What is the length of all terms for all positions held for your board of directors?

5. What is your club, committee, or activities proposed meeting schedule?

6. What activities will you engage in during your meetings?

7. Does your club, committee, or activity sponsor or host community wide events and functions. If yes, please list those sponsored activities.

8. Does your club, committee, or activities utilize an instructor? If yes, then is this instructor a resident instructor? Yes _____ No _____

OR

Are they from outside the community? Yes _____ NO _____

9. Release, waiver and hold harmless agreement for all participants when a club's activity includes utilizing machinery and/or tools, instructors and/or engages in physical activities. Hold harmless agreements need to be signed on a monthly basis and submitted to the Community Service Office. Will your club utilize machinery and/or tools, instructors and/or engage in physical activities? Yes _____ No _____

10. Designate a contact person, who in the absence of the president, can speak on behalf of the club to make room reservations and any changes or modifications as necessary.

Sidney Colen and Associates-Clearwater, FL

Club, Activity, Committee Name: _____

PRESIDENT: NAME _____
ADDRESS _____ *EMAIL _____
PHONE _____ Activity Card Copy Attached _____

VICE PRES.: NAME _____
ADDRESS _____ *EMAIL _____
PHONE _____ Activity Card Copy Attached _____

SECRETARY: NAME _____
ADDRESS _____ *EMAIL _____
PHONE _____ Activity Card Copy Attached _____

TREASURER: NAME _____
ADDRESS _____ *EMAIL _____
PHONE _____ Activity Card Copy Attached _____

INSTRUCTOR: NAME _____
ADDRESS _____ *EMAIL _____
PHONE _____

Please check Resident Instructor _____ or Non-Resident Instructor _____

Insurance/Training Certificate Attached _____

*** NOTE: Please include email addresses. At least one email address required per club or activity. Thank you!**



Sidney Colen & Associates, Ltd.

RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT

Activity / Club Event: _____ Month: _____

Date _____ Location _____

I HEREBY EXPRESSLY RELEASE and agree to hold harmless Sidney Colen and Associates Ltd.; Parkway Maintenance and Management Pinellas, LLC; On Top of the World Condominium Association, Inc.; On Top of the World Real Estate of Pinellas, LLC; On Top of the World Communities, LLC and any of their agents, servants, contractors and employees from any and all loss, damage, injury, action or cause of action resulting or sustained by me in the course of participating in activities wherein any of the facilities and/or equipment or tools owned or operated or permitted to be used or operated within the communities or facilities of the On Top of the World communities in Clearwater, Florida. This release and hold harmless agreement includes those activities that include physical activity regardless of whether equipment or tools are used.

I further waive, release, hold harmless and forever discharge Sidney Colen and Associates Ltd.; Parkway Maintenance and Management Pinellas, LLC; On Top of the World Condominium Association, Inc.; On Top of the World Real Estate of Pinellas, LLC; On Top of the World Communities, LLC or any affiliated agency or company, and any of their agents, employees, and servants from any claim for attorneys' fees or other costs or expenses that may result from participating in activities as set forth in the above paragraph of this document.

This Release and Hold Harmless Agreement shall be in effect during all periods in which I am utilizing any amenity and participating in any activity.

Dated this _____ Day of _____, 20__

Signed _____

Print Name _____

NOTE: This agreement covers the month it is signed only and needs to be turned in to the Community Service Office. Agreements are signed and submitted each month.