

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 club or activity it will be. You should have a topic and the people in your club should be gathering because they share a common interest.
2. You will need to complete the attached paperwork in its entirety and submit your completed forms to the Community Service Office. "Attention: Activity Department".
3. When forming your club, keep in mind that you will need a minimum of three (3) residents, who will represent the club and the club's interests.
4. If your meetings are held in one of SCA Pinellas Amenities, LLC ("SCA's") facilities, you will need to complete a Facility Reservation Agreement and Facility Request Form. The form is available online at www.otowclearwaterinfo.com by clicking the "Communities Activities" tab or can be obtained from the Community Service Office located in the East Activity Center.
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 made at the beginning of September and March, and are limited to 6-month increments, on a first-come and first served basis, based on room availability. Only residents and tenants approved by the Association, with a valid activity card or members of approved clubs or activities may make room reservations. Room reservations are not exclusive to the room requested.

Further, SCA, its officers, directors, members, contractors, employees and agents, 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 all purposes. **Rooms will be monitored for use. Club and Activity representatives are required to email or call the Activities Department at general_activity@scaclw.com or 727-799-2734 of any room reservation cancellations as timely as possible.**

In this month:	You may schedule for:
Sept 1 st thru Oct 15 →	Nov, Dec, Jan, Feb, Mar, Apr
March 1 st thru Apr 15 →	May, Jun, July Aug, Sept, Oct

6. To reserve a meeting room, please email general_activity@scaclw.com or call 727-799-2734 with your room request, state your name, the name of your club/activity and the type of event that you are planning, preferred date and room. (see attached map for room names and locations) Once room availability is confirmed, complete the online Facility Request form (online form preferred) or a paper form available in the Community Service Office. Complete the paper form at a separate location and then drop off at the Community Service Office where the Activity Department has a mailbox. Receipt

- of your form will be acknowledged by email or phone call. After hours, forms, checks and correspondence may be dropped off in the secure mail slot at the front of the East Activity Center.
7. If you are planning to form a club or activity the attached completed forms are required, 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 groups. At least three (3) residents are required to coordinate a club or activity to ensure coverage and continuation in the absence of one or the other.
 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 are required to notify the Events & Activities Manager and update your club paperwork within fifteen (15) days of a change.
 9. Club by-laws define officer and member duties. The by-laws create a mutual understanding of how the club operates as described further below. (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 takes the minutes of meetings.
 10. **Only residents or tenants with a valid activity card issued in their name may be members of Clubs.** All outside guests participating in club activities and/or meetings must always be in the company of a resident with a valid activity card.
 11. **Membership and attendance at club meetings and events must be open and available to all members of the Association in good standing without discriminating based on race, color, religion, sex, age, national origin, sexual orientation, gender identity, or disability.**
 12. If you plan to reserve a room for any club function, it is your responsibility to set up, break down, clean-up and return the room to its original condition and floor plan. **Clubs will follow all SCA Facility Rules and abide by the Agreement as stated on the SCA Facility Request Form.** These documents can be accessed under "Forms" at www.otowclearwaterinfo.com or obtained from the Community Service Office. Facilities are monitored, before, during and after room usage. Any damage or failure to clean up will be documented and submitted to SCA Management. A fee will be imposed against the individual reserving the room. Multiple violations may result in a loss of reservation privileges.
 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, a non-refundable additional fee of \$55 per employee/hour will apply.
 14. **Any club or activity group that collects dues or otherwise handles money will need to file 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>. SCA will retain the tax ID information on file.**
 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 form, and insurance information naming SCA Amenities Pinellas, LLC 2069 World Parkway Blvd. East 33763 as additional insured. 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 setting up charges apply for all set-ups completed by SCA personnel and the said fees are non-refundable. SCA has the right to refuse to make such changes to the floor plan in its sole and absolute discretion. The set-up/tear-down fees are as follows:

# of People	Set-up fee	Tear-down fee	Both Set-up/Tear-down
1-75	\$100	\$100	\$200
75-125	\$150	\$150	\$300
125-200	\$175	\$175	\$350
200-400	\$250	\$250	\$500

17. The submission of any club or activity paperwork does **not** guarantee approval. You will receive notification of either approval or denial, if applicable, from the Events & Activities Manager.
18. A Waiver of Liability is required for any club member for that includes physical activity or the use of machinery. An updated Waiver of Liability must be completed annually and is submitted upon renewal of a resident’s activity card at the Community Service Office. Therefore, it is the responsibility of the president or lead coordinator of a club or activity to maintain a current roster of members to ensure that each has an updated activity card. Failure to do so will result in all scheduled activities being suspended for that group until compliance is met.
19. A current membership roster to include name, address, building and unit number and phone number shall be included with a club or activity’s annual paperwork. In addition, any changes to the roster during the year are required to be submitted to the Community Service Office, Attention: “Events & Activity Manager”.
20. If your club or activity utilizes instructors **OR** performs any activity including utilizing machinery and tools, or engages in physical activities, it is the responsibility of the club organizer and activity leader to ensure that **each** participant has in their possession an updated Activity Card. Any club or activity found to be non-compliant may result in the suspension of the entire club or activity for up to one calendar year or 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 \$100.00 bi-annually, i.e. January and June of each year, to SCA Pinellas Amenities, LLC. This fee shall be paid prior to any club or activity being placed on the calendar.
22. **Effective March 14, 2025, all residents who lead exercise and dance classes will now be required to hold Heart Saver CPR, First Aid and AED Certifications. (To be renewed every two years and provided to SCA Pinellas Amenities, LLC Office.) In addition, all dance and fitness instructors are required to hold accredited certification in their specialty, along with liability insurance general aggregate \$1,000,000 to include on their Certificate of Liability Insurance. It is also requested that “Certificate Holder” be listed on your Certificate of Liability Insurance as follows: “SCA Pinellas Amenities, LLC, 2069 World Parkway Blvd., East, Clearwater, FL 33763”. (To be renewed annually.)**
23. It is the responsibility of all instructors to supply the Events & Activity Manager with any up-to-date liability insurance and training certificate(s) per requirements
24. **Clubs and Activities will now be limited to the number of one type of “recurring” activity on the calendar. Clubs may hold a meeting on a recurring basis but not an unlimited number of activities or classes under the umbrella of one club. The limit will be two (2) distinct activities or classes that can be scheduled on a recurring basis.**

*Instructor qualifications:

Well-respected and most recognized 'Primary Group Fitness Certifications are sponsored through **NCCA (National Collegiate Athletic Association) Accreditation**. Most GFX (group fitness instructors) should obtain one or more of the following certifications from the NCCA accreditation listed below as step 1:

1. International Sport Science Association, ISSA
2. National Academy of Sports Medicine, NASM
3. American Council on Exercise, ACE
4. American College of Sports Medicine, ACSM
5. Athletics & Fitness Association of America, AFAA

These accredited certifications listed above will **sponsor** specific 'specialty' certifications (Step 2) such as 'Dance Cardio', 'Kickboxing', 'Power Training', 'Line Dancing', 'Indoor Cycling'. Instructors who instruct 'specialty' classes **must obtain their 'Primary' first** (listed above) then show certifications on the specialty class. Yes, there are many specialty certifications out there! A little research on who their sponsor is requires a little investigation, but it should always circle back to the list above.

Yoga is a bit different. Most respected yoga certification is obtained through 'Yoga Alliance'. Because most yoga instructors are not interested in instructing specialty GFX classes they **ONLY** teach yoga. This is acceptable.

Zumba is a license...NOT a certification. Zumba instructors are typically **ONLY** qualified to lead Zumba classes. In some cases, a Zumba instructor may also have a GFX specialty.

Current CPR certification and copy of liability insurance certificate (min \$1,000,000) is also required to teach under most respected fitness businesses.

Club and Activity Packet

Your packet **SHALL** include **ALL** the information below. Failure to complete this information may result in delays in approving your club or activity and delay your ability to place room reservations. Please submit all answers and/information below or on separate sheets of paper if needed.

No events will be scheduled on the calendar until all requirements are completed, received, and accepted by SCA Amenities of Pinellas, LLC.

1. What is your club, committee or activity name?
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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. (Read and sign License Agreement attached to this packet)

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 the residents' first and last name, address and building and unit number and phone number of each member.
3. Finances and Records: Does your club, committee, or activity handle cash, accept donations, collect dues or a 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, "Attention: Events & Activity Manager". 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 activity 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 is signed by all residents upon annual renewal of activity card. Therefore, it is imperative that any club or activity that utilizes machinery and/or tools, instructors and/or engages in physical activities employs a tracking method to ensure all participants hold an updated activity card. 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.

SCA Pinellas Amenities, LLC
Club Information

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 is required per club or activity. Thank you!

Below please read the sample Release, Waiver and Hold Harmless Agreement that all approved residents sign upon issuance of an OTOW Activity Card which must be renewed on an annual basis:

**SCA Pinellas Amenities, LLC
RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT**

Activity / Club Event: _____ Year: _____

Date _____ Location _____

I HEREBY EXPRESSLY RELEASE and agree to hold harmless SCA Pinellas Amenities, LLC.; Parkway Maintenance & Management Pinellas, LLC; On Top of the World Condominium Association, Inc.; On Top of the World Real Estate of Pinellas, 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 include those activities that include physical activity regardless of whether equipment or tools are used. SCA Pinellas Amenities, LLC; ; Parkway Maintenance & Management Pinellas, LLC; On Top of the World Condominium Association, Inc.; On Top of the World Real Estate of Pinellas, 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 year it is signed and must be signed upon annual activity card renewal.

USE OF COPYRIGHTED WORKS AT CLUB EVENTS FREQUENTLY ASKED QUESTIONS

1. What agreement grants us the right to perform musical compositions?

Answer: SCA Pinellas Amenities, LLC holds a license with Global Music Rights, LLC (the “GMR License”) and American Society of Composers, Authors and Publishers (the “ASCAP License”) and other organizations to permit the non-dramatic performance of certain musical compositions at all residential community locations owned, operated or leased by OTOW.

2. How do we know if a musical composition is covered by the GMR License or the ASCAP License?

Answer: A search can be performed online to determine if a song is included in GMR or ASCAP song database. The Global Music Rights database of compositions can be found at globalmusicrights.com/search. The ASCAP database of compositions can be found at www.ascap.com/repertory#/.

3. What if the musical composition is not included in the GMR database or the ASCAP database?

Answer: If the musical composition is not included in either database, you cannot use it without obtaining a separate license to the work.

4. Can we dramatize a performance of a musical composition?

Answer: Not without obtaining a separate license. The GMR and ASCAP Licenses do not permit dramatic performances. A dramatic performance is one that tells a story. As an example, if the singers are acting, have props or have background art relating to the performance, a court would likely find that the performance is dramatic under copyright law. Additionally, if the performance includes dialogue, pantomime or interpretative dance it also would be considered to be dramatic and therefore not permitted.

5. How do we obtain a license to dramatically perform a musical composition from a play?

Answer: There are several publishers and/or licensing agencies that allow you to purchase the rights to perform the play or musical works from a play (e.g. Dramatic Publishing, Inc. (dramaticpublishing.com), Music Theatre International (mtishows.com), Pioneer Drama, Inc. (pioneerdrama.com) or Concord Theatricals (concordtheatricals.com)).

6. Does purchasing sheet music or a script convey a license to perform the composition or play?

Answer: No, a separate license must be purchased to perform a musical composition or play.

7. Is there any scenario where a musical composition, skit or play can be performed without a license?

Answer: It is rare that you could lawfully perform a work, such as a musical composition, skit or play, without a proper license. Of course, if you write or compose your own work, you can perform that work without a license. There are also some works that are in the public domain and can therefore be performed without a license. The Public Domain Information Project at pdinfo.com is a good resource to use to identify public domain works. However, you should take care to ensure that any work listed is actually in the public domain before use.

8. Do we have the right to publicly perform a musical composition in the GMR or ASCAP database outside of residential community locations owned by OTOW?

Answer: No, the licenses limit the right to publicly perform certain musical compositions to residential community locations owned, operated or leased by OTOW.

License Agreement

This License Agreement (the "Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and between On Top of the World Communities, LLC, with a place of business at 8445 SW 80th Street, Ocala, FL 34481 ("Licensor"), and _____, a Florida Not For Profit Corporation with a principal place of business at 2069 World Pkwy. Blvd. East, Clearwater, FL 33753 ("Licensee"). Licensor is the owner of all right, title and interest in the "On Top of the World" name, logo and trademark (United States Patent and Trademark Office Serial No. 4,564,299) (the "Trademark") and the licensee of certain rights to allow for the public performance of certain musical compositions through the Global Music Rights Agreement entered into September 19, 2019 (the "GMR License"). Licensee desires to obtain a limited non-exclusive license to use the Trademark. Additionally, Licensee benefits from the GMR License as residents performing at residential community locations owned, operated or leased by Licensor.

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

- Trademark License Grant.** Licensee will cause the Trademark to be displayed only in such form or manner as may be specifically approved by Licensor. **Licensee shall submit to Licensor, for approval, an example of the text and layout of all proposed advertisements where the Trademark is displayed.** Licensee will also cause to appear on all materials on or in connection with which the Trademark are used, such legends, markings and notices as Licensor may request in order to give appropriate notice of any trademark, trade name or other rights. No other markings, legends or notices may be used by Licensee except as approved by Licensor in advance of such use.
- Ownership.** Licensee acknowledges that Licensor is the sole and exclusive owner of the Trademark. Except as prohibited by law, Licensee agrees that it will do nothing inconsistent with such ownership either during the term of the Agreement or afterwards. If Licensee acquires any rights in the Trademark, by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by any of the parties.
- Compliance with GMR and ASCAP License.** Licensee agrees to fully comply with the terms of the GMR License, the ASCAP License, and any updated or newly executed license to perform certain musical compositions upon Licensee's receipt of a copy of the updated license. Licensee understands that the GMR License and the ASCAP License permit the public non-dramatic performance of certain compositions. A copy of the GMR License is attached hereto as Exhibit A. A copy of the ASCAP License is attached hereto as Exhibit B. Licensee agrees that it shall not publicly perform any musical compositions apart from those: (i) permitted under the terms of the GMR License, (ii) permitted under the terms of the ASCAP License, (iii) separately licensed to Licensee, or (iv) otherwise permitted under the law (e.g. public domain).

4. **Term.** The term of this Agreement shall be three (3) years from the effective date. However, upon thirty (30) days prior written notice, Licensor may terminate Licensee's right to use the Trademark without need of judicial notice or court action. Subject to the terms of this Agreement, upon termination or expiration of this Agreement for any reason, Licensee shall immediately cease all use of the Trademark, either alone or in conjunction with another term, and shall be responsible for any costs associated with terminating the use of such Trademark. Licensee further agrees that it will not thereafter readopt or use any trademark, service mark, trade or corporate name or business title, or other indicium of origin, which consists of, or includes therein, any of the Trademark, or any portion thereof. Licensee shall be responsible for any and all attorney's fees and costs incurred by Licensor in connection with enforcing this Agreement, provided that such enforcement is warranted, and that Licensor is successful in its enforcement action.

5. **Indemnification.** Licensee agrees to defend and indemnify Licensor, and its officers, directors, agents, and employees, against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Licensor should claims arise based on Licensee's operations and/or actions. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent defaults of the same or other provisions of this License. Nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law unless with the consent of Licensor.

6. **Miscellaneous.**

(a) This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any other. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted in the federal courts of the United States or the courts of the State of Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document, by mail to such party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any claim, suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(c) Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Licensor will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and Licensee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies will not be deemed to be exclusive but are to be in addition to all other remedies available under this Agreement at Law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(d) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ON TOP OF THE WORLD COMMUNITIES, LLC, a Florida limited liability company

By: Kenneth D. Colen

Its: President

Licensee (Club Name): _____

Signature: _____

Printed Name:

Title: