



**APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.
CLUB APACHE AMENITIES APPLICATION**

Applicant: _____

Address: _____

Section: _____

Block: _____

Lot: _____

Email: _____

Phone: _____

A. Club Apache Amenities:

1. **Definitions.** Capitalized terms used in this Application without a definition have the meaning set out in the Amenities Policy (Policy 2 of the Community Manual).

2. **Selection.** Please check all Club Apache Amenities that you want to use:

- Boat Ramp
 Community Hall
 Pool
 Sport Courts
(Tennis and Basketball)

3. **General Rules.** Except for exemptions approved by the Board, the following rules are applicable to all Community Amenities, including Club Apache Amenities.

- (a) A Member or its Authorized Transferee must accompany guests at all times and remains responsible for the conduct of all of its guests while using Community Amenities.
- (b) Hours of use are from dawn until 10:00 pm except for the Lakeside Park and Community Hall.
- (c) Use of the Community Amenities is at the risk of Members and/or Authorized Transferees.
- (d) No destructive activities.
- (e) No glass containers.
- (f) No large or dangerous items, including inflatables (e.g., bounce castles), stage equipment, electric lights, and torches, are allowed.
- (g) No property may be stored temporarily or permanently on common areas.
- (h) All trash and pet waste must be put in trash receptacles (if available) or removed and put in personal trash receptacles.
- (i) No illegal activities, including disorderly conduct, are permitted.
- (j) Dogs without rabies vaccinations and “dangerous dogs” as defined under Chapter 822 of the Texas Health and Safety Code are not permitted.
- (k) All Community Amenities will be cleaned and restored to their original condition after use.
- (l) No Community Amenity will be closed for private use except for the Community Hall (e.g., Geronimo Children’s Park will not be closed for a child’s birthday party).
- (m) No Community Amenity will be used for commercial use (directly or indirectly for financial gain), paid activities or open to the general public.



B. Boat Ramp: If selected above, please complete/comply with this section.

1. **Watercraft List.** Please list the watercraft (boat, jet ski, etc.) and the license plate number of the trailer that will be utilizing the boat ramp:

<u>Watercraft</u>	<u>Trailer License Plate Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Submittal Requirements.** Please submit the following:

- ✓ A valid photo identification.
- ✓ Proof of TPWD registration.
- ✓ Payment.

3. **Additional Boat Ramp Rules.** Except for exemptions approved by the Board, the following additional rules apply to the Boat Ramp:

- (a) All vehicles of Members or Authorized Transferees launching watercraft must have an official permit affixed to the driver side of the trailer tongue. All guests of Members or Authorized Transferees must have an official temporary permit on the dashboard of the driver’s side of the vehicle in plain-view. **If the permit is not displayed as required, the vehicle and/or trailer are subject to towing.**
- (b) All watercraft must be mechanically sound and in good operating condition.
- (c) All watercraft must be launched and removed from one half hour before dawn and before 10:00 pm.
- (d) The gate must remain closed at all times. Tampering with the gate or fence will result in immediately being ejected from the Boat Ramp and termination of the electronic key.

4. **Temporary Permit.** If this for a temporary permit (no more than 4 permitted per year), please provide the additional information:

Guest Name: _____

Permit Days:

From: _____

To: _____

Total Days (cannot exceed 7): _____



C. Community Hall: If selected above, please complete/comply with this section.

1. **Event Details:** Please provide the following event details.

Reservation Date:

Type of Event:

Number of Guests:

Hours of Event:

From:

To:

Total Number of Hours:

Rental Fee:

2. **Submittal Requirements.** Please submit the following:

✓ Security Deposit.

✓ Rental Fee.

3. **Additional Community Hall Rules.** Except for exemptions approved by the Board, the following additional rules apply to the Community Hall:

(a) Hours of availability are from 8:00 am until midnight. For events extending past midnight, there is an additional rental fee and/or rental privileges may be lost. No noise after 10:00 pm.

(b) Number of guests is limited to 100.

(c) No smoking is allowed.

(d) No pets are permitted.

(e) No fees or charges may be imposed or collected from guests; donations and gifts are acceptable.

(f) All lights, fans, and HVAC units must be turned off at the end of the rental.

(g) Cleaning of the Community Hall must be completed immediately after the time of use, which includes the following (all cleaning supplies and trash bags must be supplied by the renter):

1) Chairs and tables must be clean, folded and stacked in the storeroom.

2) Floors must be swept, mopped and cleaned.

3) Doors and walls must be wiped cleaned.

4) Restrooms, including the mirror, sink and toilets, must be cleaned.

5) Kitchen area, including the refrigerator and microwave, must be cleaned (inside and out).

6) All party decorations must be taken and removed (attach items with masking tape only to avoid damage to the walls and ceilings).

(h) Any costs incurred by the Association to clean or repair the premises as the result of the rental of the Community Hall by the Member will be the responsibility of the Member and deducted from the security deposit.



D. **Pool:** If selected above, please complete/comply with this section.

1. **Participant List.** Please list all of the people in the household and the ages of children less than 18-years-old:

<u>Name</u>	<u>Age</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Submittal Requirements.** Please submit the following:

✓ Payment.

3. **Additional Pool Rules.** Except for exemptions approved by the Board, the following additional rules apply to the Pool:
 - (a) No children under the age of 16 are allowed in the Pool at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
 - (b) The gate must remain closed at all times. Tampering with the gate or fence will result in immediately being ejected from the Pool and termination of the electronic key.
 - (c) Only five guests per Member and/or Authorized Transferee.
 - (d) No pets are permitted.
 - (e) Only proper swimming attire may be worn in the Pool.
 - (f) Double swim diapers must be worn by children who have not been completely potty trained.
 - (g) Swimming with an open sore or a communicable disease is prohibited.
 - (h) No running, roughhousing, general horseplay, diving, or conduct that will endanger the safety of others is allowed.



E. **Sport Courts:** If selected above, please comply with the following:

1. **Participant List.** Please list all of the people in the household and the ages of children less than 18-years-old: (if you have identified the individuals above, you can write “same”):

<u>Name</u>	<u>Age</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Submittal Requirements.** Please submit the following:

✓ Payment.

3. **Additional Sport Courts Rules.** Except for exemptions approved by the Board, the following additional rules apply to the Sport Courts:
 - (a) Do not move or alter the nets or goals.
 - (b) No children under the age of 12 are allowed on the Sport Courts at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
 - (c) The gate must remain closed at all times. Tampering with the gate or fence will result in immediately being ejected from the Sport Courts.
 - (d) Only five guests per Member and/or Authorized Transferee.
 - (e) Only soft-soled, non-scruff athletic shoes may be worn on the Sport Courts.
 - (f) No pets, bikes, skates, skateboards or scooters are permitted.



F. Rules: I/We, as the Member(s) and/or Authorized Transferee(s) in Apaches Shores, have read the Amenities Policy (Policy 2 of the Community Manual) for the Association, including the select rules from this Policy set forth above, and hereby agree to abide by the same and to inform my/our family, guests, invitees, agents and employees who use the Club Apache Amenities that their compliance with the Amenities Policy is also required.

G. Risk: The Association makes no warranty or representation regarding the physical condition of the Club Apache Amenities, the furniture, fixtures and other personal property within the Club Apache Amenities, or their safety, security or suitability for use. No oral representation by the Association or its management or staff shall constitute any kind of warranty whatsoever. I/We, as the Member(s) and/or Authorized Transferee(s) in Apache Shores, acknowledge that the use of Club Apache Amenities is at my/our risk and the Association shall not be liable to any Member, Authorized Transferee, other users and their guests, and any other person who, in any manner, makes use of, access or enters the Club Apache Amenities. I/We acknowledge and agree that there is no lifeguard on duty at the Pool. I/We acknowledge and agree that the Association is not responsible for damage, lost or stolen personal property.

H. INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, I/WE, AS THE MEMBER(S) AND/OR AUTHORIZED TRANSFEREE(S) IN APACHE SHORES, HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE ASSOCIATION, THE BOARD, PROPERTY MANAGER, AND ANY EMPLOYEES, REPRESENTATIVES, AGENTS, FROM AND AGAINST ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, THOSE BASED IN NEGLIGENCE), LOSSES (INCLUDING, BUT NOT LIMITED TO, DAMAGES, INJURY TO PERSONS AND PROPERTY, EXPENSES, ATTORNEY FEES, COURT COSTS, JUDGMENT, PENALTY, FINE OR THIRD PARTY CLAIMS), AND LIABILITY (COLLECTIVELY "CLAIMS"), WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE CLUB APACHE AMENITIES, REGARDLESS OF WHETHER THE CLAIMS ARE ALLEGED TO HAVE ARISEN OUT OF THE ALLEGED PARTIAL OR CONCURRENT NEGLIGENCE, AND/OR STRICT LIABILITY, AND/OR BREACH OF CONTRACT, AND/OR ANY OTHER THEORY OF LIABILITY OF ANY OF THE ASSOCIATION, THE BOARD, PROPERTY MANAGER, AND ANY EMPLOYEES, REPRESENTATIVES, AGENTS.

I. RELEASE: I/WE, AS THE MEMBER(S) AND/OR AUTHORIZED TRANSFEREE(S) IN APACHE SHORES, ACKNOWLEDGE AND AGREE THAT THE ASSOCIATION, THE BOARD, PROPERTY MANAGER, AND ANY EMPLOYEES, REPRESENTATIVES, AGENTS, ARE HELD HARMLESS AND RELEASED FROM ALL CLAIMS ARISING FROM OR RELATED TO USE OF THE CLUB APACHE AMENITIES.

Applicant Signature

Date

SUBMIT THIS APPLICATION TO:
Apache Shores Property Owners Association, Inc.
14919 General Williamson Drive, Austin, Texas 78734
Office: (512) 266-2719
Fax: (512) 266-3910



FOR ASSOCIATION USE ONLY

Membership fee paid

Boat Ramp
 Application section complete.

A valid photo identification.

Proof of TPWD registration.

Payment.

Community Hall
 Application section complete.

Security Deposit.

Rental Fee.

Pool
 Application section complete.

Payment.

Sport Courts (Tennis and Basketball)
 Application section complete.

Payment