

**AVENIR
COMMUNITY
DEVELOPMENT DISTRICT**

AMENITIES RULES HANDBOOK

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PART 1: Avenir Community Development District
Amenities Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)
Effective Date: January 27, 2022

In accordance with Chapter 190 of the Florida Statutes, and on January 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Avenir Community Development District adopted the following policies to govern the operation of the District’s Amenities. All prior policies of the District governing this subject matter are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these Rules in their entirety:

“**Amenities**” – shall mean the properties and areas owned by the District and intended for recreational use and shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Recreation Center
- Fitness Floor/Center
- Lockers
- Café/Restaurant
- Child Watch
- Recreation Center Lap Pool
- Recreation Center Hot Tub
- Recreation Center Splash Pad
- Tennis Courts
- Banquet Rooms
- Playground

“**Access Card**” – shall mean the identification card issued to Patrons.

“**Amenities Rules**” or “**Rules**” – shall mean this document together with the

District's adopted fee/rate schedule, the Amenities Disciplinary Rule, and all related forms of the District, as amended from time to time.

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's adopted fee/rate schedule.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Avenir Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“General Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Renter” – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes through update to the Rules on the District's website. However, in order to permanently change rates or fees beyond the increases specifically allowed for by the District's adopted fee/rate schedule, the Board must hold a duly-noticed public hearing on said rates and fees.

The Recreation Center is located at 12255 Avenir Rd., Palm Beach Gardens, FL. The Recreation Center features a Café/restaurant with outdoor patio seating and banquet rooms, ChildWatch and fitness floor, along with several District offices.

The Recreation Center also features a wading pool, hot tub, competition pool, and splash pad. The deck contains lounge chairs and umbrellas for Patrons and Guests. The tennis courts are located behind the Recreation Center, which contains 6 clay courts, 6 pickle ball courts, and 2 hard tennis courts.

AMENITIES USAGE

Only Patrons and Guests have the right to use the Amenities, provided however that community programming (described later) may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenities Rules.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30. Fees include the annual Operations and Maintenance (O&M) assessments (could vary from year to year) for upkeep and management of the Club improvements and the fixed annual Membership Assessments (to pay Principal and Interest on the Series 2018-3 (Clubhouse Project) Bonds used to finance the Club acquisition). For the 2021/2022 Fiscal Year Resident Club Fees/Dues will be approximately \$2,094.71.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than 30 days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. For the period of October 1, 2021 through September 30, 2022, and each subsequent fiscal year, an Annual Non-Resident Membership may be purchased for such period. Refer to the District's fee schedule for rates.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property.

1. A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (i.e. a copy of the lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

Guests. All Guests must be accompanied by a Patron. Avenir Patrons may be accompanied by up to 4 Guests per household, per day, for pool usage. Total Guest space for the pool area (excluding private parties that are pre-arranged in the pavilions) will be limited to 40 per day and may vary on holidays or during special events. Guest spaces for the pool area are available on a first come first serve basis and can be reserved online through Avenir.nabrnetwork.com. Guest attendance can be reserved up to 14 days in advance.

All Patrons are required to show their issued Avenir ID, and their Guest will be required to sign in, upon entry into Avenir Clubhouse, before using the amenities. All Guests will receive a wristband at check-in. Please be aware that if you have not reserved

a Guest space for each Guest through the Guest registration system, and if no Guest spaces remain for the day, your Guest will not be permitted to use the amenities.

Unaccompanied Guests are not permitted to use the pool, gym, tennis courts, pickleball courts, playgrounds, or any other portion of the amenities at any time.

The permitted number of Guests for rental event space is subject to that area's capacity and is outlined in the rental policy. Separate reservation of Guest attendance, as outlined above, is not required for residents renting event space and their Guests.

Children under the age of thirteen (13) must be accompanied by an adult who is eighteen (18) or older, at all times. Children who are not acting in compliance with the Handbook, or who are not accompanied or supervised by a responsible adult, may be removed from the Amenities, and may result in a loss of Amenity access.

Additional Guest fees may apply for Guest participation in clubs, programs, or events that enable that level of participation on a limited and pre-approved basis.

Restricted hours for Guest use of certain facilities and programs may change and are subject to Board approved policies and operating procedures.

As the Patron population grows and demand for facility use increases, the Board reserves the right to revise this policy as the population of the community grows and may amend the Handbook pertaining to Guests as it sees fit to best accommodate the needs and interests of the community-at-large. This may include guest capacity, guest hours, and/or fees.

Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the reception desk by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the Amenities Rules. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.** Furthermore, by using the public facilities, each Patron hereby grants permission to the District for the use of any and all photos in which Patrons, without limitation, may appear. The usage is inclusive of but not limited to the publication or inclusion in the District's website, brochures, posters, catalogs, handbooks, banners, and broadcast or print advertisements by the District. Patrons and Guests also agree by using the facilities to waive any claim to compensation for use of said photos.

Access Cards. All Patrons will be issued an Access Card at the District office, located at the main lobby of the Recreation Center. Access Cards will give Patrons entry

to the District's Amenities during the regular operating hours of the Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who is sixteen years of age or older. Minors ages 13 to 15 may receive an Access Card with limited access, with a legal guardian's consent. Minors under the age of 13 must be accompanied by an adult, 18 and older at all times.

Patrons can use their Access Cards to gain access to the Amenities. Upon arrival, Patrons will scan their Access Cards in the card reader located at Resident Relations of the Recreation Center. Card readers are also located at the pool access gate as well as the Sportsplex entrance, Aquatics Complex and fitness center. This Access Card system prevents non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Access Card to a non-Patron to allow a non-Patron to use the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

Commercial property owners within the District must contact the Recreation Director in order to obtain their Access Cards.

Caregivers. The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the member of the Patron's Family requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- The caregiver must execute a Consent and Waiver Agreement.
- The caregiver's use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

Commercial Advertising Policy. The District is a unit of government established for the purposes of operating, owning, maintaining and providing various capital facilities and services within the District. The District hereby adopts a no commercial advertisements policy. This policy provides that the District will not, through its e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District events. A District event is an event that is held and organized on behalf of the District through the District's employees

or General Management company and is officially sponsored, supported and/or funded through the District, including vendor events facilitated by the District, such as markets or food truck events. The District may in its discretion choose the method of promoting such event, including featuring individual vendors. The three exceptions to this policy are: (1) the District allows advertisements on its leaderboard at the swimming pool, through previously adopted leaderboard advertising guidelines and upon payment to the District for such advertisements; (2) advertisements may be placed solely on the designated community bulletin board in the District's recreation center, which bulletin board may be discontinued at any time, without notice, and which advertisements are removed from time to time to allow others an opportunity to post; and (3) if the District contracts with a third party for publication of a community newsletter, such third party may permit advertising in the newsletter if authorized to do so by the Board.

COMMUNITY PROGRAMMING

The District is pleased to offer a wide variety of programs and activities designed to meet the needs of Patrons of all ages, interests and skill levels. District staff is constantly evaluating potential and current program offerings; accordingly, programs may be added or discontinued in the District's sole discretion. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber.

Patrons can easily find information on new programs and events by reviewing the community newsletter or Amenity flyers, or by contacting the Lifestyle Director. Email blasts are also sent to registered users of the website with up-to-date information on activities.

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests will only be able to register for programs if space permits.

Registration. Patrons will be able to register for all programs and activities in person at Resident Relations or the department office, by completing and submitting a program registration form with payment (if applicable). In some cases, online registration may be available. Most programs will require advanced registration (typically, one week prior to the start of a class, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Payment. A variety of complimentary and fee-based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction,

supplies, equipment, overhead and administrative expenses. Full payment must be made at the time of registration or by the registration deadline, to be determined by the Amenities Manager. Patrons may pay for programs utilizing cash or a credit or debit card (Visa, MasterCard, Discover or AMEX). The District reserves the right to change its method of payment at any time.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the General Manager or as directed by the Board. A schedule of activities for the Amenities will be available from the General Manager.

Athletic Teams. The District may from time to time authorize certain District-sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are complete, all team members and their families must leave unless they are signed in as a Guest of a Patron. Please contact the General Manager for further information.

Cancellation by the District. Patrons will be notified if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account if applicable.

Refunds. Program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

Patron Clubs and Interest Groups. Many interest groups, activity club meetings and social events will be held at the Amenities. Clubs and interest groups shall be Patron managed and self-supporting. Any Patron wishing to develop an interest group or club should contact the Recreation Director to receive information and an application. Meeting and event dates will be subject to facility availability. All clubs must be open to any Patron of the community.

Program Suggestions and Ideas. The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by completing a card for the "Comments and Suggestion Box" available at the Recreation Center.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Amenities Rules.

Hours of Operation. All hours of operation of the Amenities will be established and made available from the General Manager and/or posted at the Amenities. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their own section herein.

- 1) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Access Card to enter and use the Amenities and must present their Access Cards upon request by the General Manager.
- 2) **Guests.** Guests must be accompanied by a Patron while using the Amenities and must sign-in at the reception/Resident Relations desk upon entering the Amenities.
- 3) **Minors.** Minors under the age of 13 must be accompanied by an adult, age 18 or older at all times.
- 4) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room and Café areas.
- 5) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris. Management has the option to prohibit Patrons from bringing in commercially prepared meals, fast food and party platters from external vendors for consumption at the Amenities during the hours that the Café is open for business. This does not include rentals. No person under age 21 may possess an alcoholic beverage of any kind. No coolers, no outside food or glass containers are allowed in the pool, on the pool deck or in the Café internal and external seating areas, except as specifically set forth herein. Alcoholic beverages not sold on site by the District are not allowed at the Recreation Center premises.
- 6) **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities. Illegal drug use is prohibited and violators will be punished to the maximum extent allowed by law.
- 7) **No Smoking.** Smoking, including vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other

subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the General Manager.

- 8) **Pets.** Pets are not permitted within District buildings or other controlled access amenity facilities with the exception of service dogs as set forth in the District's adopted Service Animal Policy. On all District Amenities, dogs must be leashed. Patrons and Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. Patrons maintain sole responsibility for any and all animals of any kind on District property, including but not limited to property damage or damage to persons.
- 9) **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District. Golf carts are permitted in certain areas of the Amenities if properly licensed for on-road usage and permitted under applicable State and local laws.
- 10) **Skateboards, Etc.** Use of bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- 11) **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or District property.
- 12) **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
- 13) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- 14) **Profanity.** Loud, profane or abusive language is prohibited.
- 15) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- 16) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- 17) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- 18) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- 19) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Please see the Commercial Advertising Policy contained within these Rules. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted within the Amenities unless such materials are a result of a sponsorship package approved by management. Please contact the General Manager if you have any questions.

- 20) **Political Campaigns.** Except as permitted by the District as part of an approved civic event, no persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues within the District's Amenities (defined for purposes of this section as within the physical buildings, tennis courts and pool decks of the District). Campaigning may not inhibit or disrupt the flow of traffic to the District's Amenities or in parking areas. The District's intent is to ensure Patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. Unless otherwise waived by the Board, the following guidelines apply:
- (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
 - (b) No political campaign signs, flyers or related documents are to be posted in or on District owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
 - (c) No political campaign signs, flyers or related documents are to be disseminated while in the District's Amenities.
 - (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
 - (e) No person shall make and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, "accept" means to receive a contribution by personal hand delivery from a contributor or the contributor's agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund raiser.
- 21) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- 22) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- 23) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- 24) **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance. By using the Amenities, Patrons and Guests hereby

- acknowledge and consent to such twenty-four (24) hour video surveillance.
- 25) **Grills.** Patrons and Guests may not use their own grills on District property.
 - 26) **Bounce Houses & Other Structures.** Bounce houses and similar apparatus are not permitted on District property unless prior approval is received from the District in writing.
 - 27) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the Recreation Center. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the Recreation Center.
 - 28) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the General Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks.
 - 29) **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved District employee or contractor.
 - 30) **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).
 - 31) **Closures.** Although anyone using the District's Amenities does so at his or her own risk as set forth herein, the District reserves the right to close its Amenities or restrict access to any District property immediately if deemed necessary in the District's discretion, including but not limited to in instances of inclement weather or safety hazards. Everyone must leave the Amenities or District property immediately when instructed to do so by staff.

ALCOHOL POLICY

Generally

The following policy applies to the consumption of alcoholic beverages on District property:

- 1) Patrons and Guests must be at least 21 years of age to be served alcohol. Patrons and Guests under 21 years of age may not consume alcohol on property at any time.
- 2) All Patrons and Guests must present valid picture identification at the request of the General Manager.
- 3) Alcohol served on the premises must be consumed on the premises.
- 4) The District reserves the right to refuse to serve alcohol to anyone.
- 5) The District reserves the right to ask intoxicated or disruptive persons to leave the Amenities or District property immediately.
- 6) No alcohol shall be consumed or served within any designated children's

area or playground.

- 7) Subject to the rental policy, only alcoholic beverages served by the Café or District staff are allowed at rental events at the Recreation Center. Outside alcohol is permitted at rental events at the Aquatics Complex provided that the terms of the rental policy and Rental Agreement are met.
- 8) Any persons consuming or providing alcohol on District property must comply with the Alcohol Requirements Matrix included at Part 3 of these Amenities Rules, as may be amended from time to time.
- 9) Alcohol policies may be changed at any time at the discretion of the District.

Recreation Center

The District is licensed for the sale of beer and wine through the Café at the Recreation Center, and may additionally offer beer, wine and specialty drinks during scheduled times and events. **Patrons and Guests are not allowed to bring outside alcohol to the Recreation Center at any time.** Alcoholic beverages purchased in the Café may not be taken or consumed outside of the Recreation Center under any circumstances. Patrons who rent the Recreation Center are required to use bartenders employed by the Café operator. Please see the General Manager for scheduling and rental fees.

FITNESS CENTER & GROUP EXERCISE STUDIO

Features and Benefits

The District offers a fitness center with both cardiovascular and strength training equipment, including:

- Cardiovascular machines
- Circuit training
- Free weights
- Personal training

The District also offers a group exercise studio featuring:

- Mirrored walls
- Organized fitness classes

Usage Guidelines

The following policies apply to the District's fitness center and group exercise studio:

- 1) ***Exercise at Your Own Risk.*** All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons and Guests shall consult District staff for any questions or concerns about the equipment.

- 2) **Usage Restrictions.** Patrons and Guests ages 13 and older may use the fitness center, but they must have an Access Card and signed waiver on file. Patrons and Guests ages 13 to 15 must be accompanied by an adult age 18 or older.
- 3) **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.
- 4) **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
- 5) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
- 6) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.
- 7) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- 8) **Hand Chalk.** Hand chalk is not permitted.
- 9) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved District employees or contractors.
- 10) **Maintenance Items.** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

The following additional policies apply to the group exercise studio:

- 1) **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the fitness desk. All instructors must be approved District employees or contractors.
- 2) **General Usage.** Patrons and Guests are not permitted to use the studio and the equipment when classes are not in session.
- 3) **Music System.** The music system may only be utilized as part of a structured and supervised program.
- 4) **Usage Restrictions.** Patrons and Guests between the ages of 13 and 15 may participate in group exercise classes when accompanied by a parent/guardian. Patrons and Guests 16 years and older may participate in a

group exercise class independently.

LOCKER ROOMS

Features and Benefits

Locker room facilities are available for all Patrons and Guests, including:

- Individual use lockers
- Showers

Usage Guidelines

- 1) **Daily Use.** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
 - a. If a locker is not vacated at the end of the day, items and locks left in or on the locker will be removed by District staff.
 - b. Items removed from lockers will be kept for two weeks at the Recreation Center lost and found. After two weeks, unclaimed items will be donated or otherwise disposed of.
 - c. The General Manager reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
- 2) **Age Restriction.** Children 5 years of age and older are required to use the shower/dressing area of their gender.
- 3) **Dressing Room.** A family/accessible dressing room and bathroom is available in the aquatics building to anyone who may need assistance changing.

POOL, SPLASH PAD, & LAP LANES

Features & Benefits

The District offers a variety of aquatic amenity areas, including:

- Zero entry wading pool
- Children's Splash Pad
- Junior Olympic size swim lanes with lane lines
- Market-size umbrellas, loungers, tables and chairs

Usage Guidelines

- 1) **Operating Hours.** Swimming is permitted only during designated hours as posted

at the pool, and such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is scheduled.

- 2) ***Check-In.*** Patrons with Guests are required to check in at the Resident Relations Desk before utilizing the pool. Access to the pool is on a first- come, first-served basis, and the District reserves the right to refuse entry if the pool is at capacity.
- 3) ***Swim at Your Own Risk.*** All persons using the pool do so at their own risk, and must abide by all swimming pool rules and policies.
- 4) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by, and supervised by, an adult at least 18 years of age at all times for usage of the pool. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual (18 years of age or older) within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- 5) ***Small Children; Swim Diapers.*** Children 3 years and younger are restricted to the baby and splash park pools unless closely supervised by an adult who is 18 years of age or older. Parents should take their children to the restroom before entering the pool and are responsible for ensuring that their children do not urinate or defecate in the pool. Swim diapers are required. Children who are not reliably toilet trained must wear rubber lined swim diapers and a swimsuit over the swim diaper. Diapers (cloth and disposable) are prohibited. If contamination occurs, the pool will be closed and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- 6) ***Food and Drink.*** Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool; however, no coolers are permitted except for small snack coolers, which are defined as those coolers that hold twelve quarts or less. Additionally, no food or beverages are permitted in the pool or on the pool wet deck area and instead food and beverages are only allowed in designated areas. At the Recreation Center, possession of alcohol other than purchased through the Café will result in immediate expulsion.
- 7) ***Glass Containers.*** Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms.
- 8) ***Aquatic Toys and Recreational Equipment.*** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- 9) ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards are permitted on the pool deck. A bike rack is provided near the pool gate in the parking lot area.

Prevention of Disease. All swimmers must shower before initially entering

the pool. Persons with open cuts, wounds, sores or blisters, or nasal or ear discharge, may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

- 10) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion.
- 11) **Pets.** Pets (other than service animals) are not permitted on the pool deck area inside the pool gates at any time.
- 12) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- 13) **Diving.** Diving is strictly prohibited at the pool, except in designated areas. Back dives, back flips, back jumps or other dangerous actions are prohibited.
- 14) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- 15) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- 16) **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- 17) **Entrances.** Pool entrances must be kept clear at all times.
- 18) **Railings.** No swinging on ladders, fences, lap lane ropes, safety lines, or railings is allowed.
- 19) **Pool Furniture.** Pool furniture is not to be removed from the pool area.
- 20) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- 21) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- 22) **Swim Instruction.** Except as expressly authorized by the District, swim instruction, or solicitation of swim instruction, is prohibited.
- 23) **Rest Rooms / Locker Rooms.** Please use the rest rooms adjacent to the pool, not the locker rooms. Children, ages five and older, MUST use their gender appropriate changing room.
- 24) **Staff Only.** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.
- 25) **Pool Closure.** In addition to Palm Beach County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:
 - Operational and mechanical difficulties affecting pool water quality.

- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For 30 minutes following the last occurrence of thunder or lightning (deck also closed).
- For a period of time following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

26) ***Private Pool Parties and Pavilion Rentals.*** Private parties cannot be accommodated except as pre-approved and rented through the Aquatics Department. Private parties at the pool may require additional lifeguard support – please see on-site staff for more information and applicable fees.

Additional Usage Guidelines (Lap Lane)

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. Do not hang on the lane lines as they are not designed to support weight.
4. Backstroke flags are available.
5. The District reserves the right to remove some lap lanes on weekends.

Additional Usage Guidelines (ADA Chair Lifts)

1. ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate.
2. Chair lifts are designed for self-use. District staff is available to assist Patrons or Guests when needed.

BANQUET ROOMS AND RELATED GATHERING AREAS

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use.

Features and Benefits - Banquet Rooms are available for use and rental and are located on the bottom floor of the Recreation Center. There is wireless internet access. These rooms convert to two meeting rooms.

Usage Guidelines

1. ***Availability.*** All areas except Banquet Rooms are open for Patron utilization unless a structured program, event or exclusive rental is taking place.

2. **Rental of Banquet Room(s).** The Banquet Room(s) are available for rental (see the section herein on rentals).
3. **Age Restriction.** Minors under the age of 13 must be accompanied by an adult, age 18 or older. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.

CHILD WATCH

Usage

Child Watch is for the use of Patrons and Guests only, for children 3 months old to 12 years old. Parents or legal guardians may not leave the Recreation Center at any time their child is in Child Watch.

Availability

Child Watch is only available when Staff are present.

Sick Child

Children deemed ill or sick by Child Watch personnel, will not be allowed to attend.

CAFÉ

The District’s Café offers Patrons beverages, including alcoholic drinks, and a light menu of snacks and prepared foods. The menu is available at the Café. The Café also provides catering services. No outside food or beverage is permitted to be consumed in the Café seating area.

WIRELESS INTERNET ACCESS

Features and Benefits

The Recreation Center and associated decks, amenity spaces and related areas, feature wireless internet access that Patrons and Guests may use free of charge, subject to the usage guidelines below.

Usage Guidelines

- 1) The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or

- illegal information.
- 2) Use of the District's wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:
 - a Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
 - b Propagating malicious software.
 - c Unauthorized copying of copyrighted material.
 - d Attempting to access unauthorized files or systems.
 - 3) Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian.

TENNIS COURTS

Eight clay championship tennis courts are available for informal use, lessons, and league play.

Features and Benefits

- 6 clay courts
- 6 Pickle Ball
- 4 hard-tru tennis courts
- Shaded pavilions available
- Tennis professional available by appointment

Usage Guidelines

- 1) ***Reservations & Scheduling.***
 - a. Tennis courts may be reserved on a 2-hour basis at the reception desk in person, online or by phone up to 3 days in advance. The reservations sheet will be at the front desk daily and Patrons wishing to "walk on" to an unreserved court will be able to do so by checking availability.
 - b. Court reservations will be honored and enforced over unscheduled play with the exception of players who arrive more than fifteen minutes late for their reservation.
 - c. Please check in ten minutes prior to play. Several courts may be unavailable due to cleaning or reservations.
 - d. There will be, from time to time, a designated teaching court which will not be available for reservation. When it is not being used for instruction, it will be available on a first-come, first-serve basis.
 - e. A schedule of activities will be posted in each area and updated by the staff.

- f. When other players are waiting tennis court use should be limited to 1 hour.
- 2) **Supervision of Children.** Minors under the age of 13 must be accompanied by an adult (18 years and older). Patrons are not permitted to “drop off” underage children without specific supervision from an adult.
- 3) **Attire.** All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
- 4) **Use; Rules.** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will be strictly followed and adhered to by all players at all times.
- 5) **Pets.** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
- 6) **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
- 7) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.
- 8) **Operating Hours.** The tennis courts are open from 7 am to 10 pm, Monday through Friday, 7 am to 8 pm on Saturday and 8 am to 7 pm on Sunday. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
- 9) **Court Lights.** Please allow up to five (5) minutes for lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.
- 10) **Skateboards, etc.** No bicycles, scooters, roller skates, roller blades or skateboards or similar uses are permitted on the tennis courts.
- 11) **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- 12) **Equipment.** Patrons are responsible for bringing their own equipment.
- 13) **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
- 14) **Equipment.** Fees, as adopted by the Board of Supervisors and contained in the fee chart, will be assessed for ball machine and courts.

PLAYGROUNDS AND PARKS

Our community provides playground areas and parks for Patrons to enjoy.

Usage Guidelines:

- 1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk, and must comply with all posted signage.
- 2) **Hours of Operation.** Unless otherwise posted, all playground and park

hours are from dawn to dusk.

- 3) **Supervision of Children.** Adult supervision (18 years or older) is required for children under the age of 13. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
- 4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- 5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- 6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- 7) **Pets.** No pets of any kind are permitted with the exception of service animals.
- 8) **Glass Containers.** No glass containers are permitted.
- 9) **Equipment.** No hard balls such as baseballs, golf balls, etc. are permitted.
- 10) **No Jumping.** No jumping off from any climbing bar or platform.
- 11) **Playground Slides.** Climb the ladder and go down the slide one at a time; go down in a sitting position, feet forward; wait until the person before you finishes the sliding first; slide inside the tunnel slide, do not climb on top; no clogging the tunnel slide; and no running or climbing up the slides.

POND AREAS

The District only operates and maintains a small number of stormwater ponds throughout the community, which are on the Recreation Center property.. The District's stormwater ponds are not designed for swimming or boating.

The following additional guidelines apply:

- 1) **Privacy.** Please be respectful of the privacy of the residents living near the ponds.
- 2) **Parking.** Parking along the right-of-way or on any grassed area near the ponds is prohibited.
- 3) **Litter.** Do not leave any litter.
- 4) **Wildlife.** Do not feed the wildlife anything, ever.
- 5) **No Swimming.** Swimming is prohibited in all ponds on District property.
- 6) **No Boating.** No watercrafts of any kind are allowed in any of the ponds on District property.
- 7) **Stormwater Management System.** The ponds owned by the District are part of the District's stormwater management system. Consistent with the District's existing "Natural Areas Policy," maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District's General Manager in the event that you witness

any event in violation of these policies or requiring the District's attention.

FACILITY RENTAL POLICIES

For the convenience and enjoyment of our Patrons, our community offers certain facilities for private rentals, including the Banquet Rooms, Pavilion, Pool Deck and other areas.

The following policies apply to the rental of the Amenities:

- 1) **Rentals; Patrons Only.** Patrons must reserve Amenities available for rental through the Resident Relations Desk in order to use those areas on an exclusive basis, and must reserve the facility or facilities for any organized party or event and in order to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentals are subject to availability and the discretion of the General Manager.
- 2) **Amenities Available for Rental:** The following Amenities are available for rental:
 - a. Recreation Center Banquet Rooms
 - b. Pool Pavilions – Recreation Center
 - c. Pool Deck Area
 - d. Café Pavilion
- 3) **Payment & Registration.** Patrons interested in renting the Amenities may pick up the application packet at the Recreation Center. At the time the reservation is made, two checks, money orders, or credit card authorizations (no cash), one for the deposit and one for the rental fee in full, both made out to District must be delivered to the General Manager, along with completed paperwork and insurance certificate. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
- 4) **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's fees/rates. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
 - i. Remove all garbage, place in dumpster and replace garbage liners;
 - ii. Take down all decorations or event displays; and
 - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
- 5) **Food & Drinks.** The Patron may bring in his or her own food and non-alcoholic beverages. If the Patron desires to have alcohol available at a Recreation Center event, the Patron must notify the General Manager in advance, and the General

Manager will make arrangements to provide such beverages through the Café. If the Patron desires to have alcohol available at a Recreation Center event, the Patron must notify the General Manager in advance, and must meet insurance and event staffing/security requirements as determined by the District in its sole discretion. If alcohol is to be served or sold, the Patron must hire a licensed bartender or caterer. Please see the Alcohol Requirements Matrix attached as a portion of Part 3 for more information.

- 6) **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
- 7) **Duration of Events.** Unless otherwise authorized by the General Manager, each rental shall take place during normal operating hours. No after-hours events shall extend past midnight in any case, including cleanup.
- 8) **Capacity.** The capacity limit shall not be exceeded at any time for a party or event.
- 9) **Noise.** The volume of live or recorded music must not violate applicable County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- 10) **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
- 11) **Staffing.** Depending on the nature of the event, the District may, in its sole discretion, require the Patron renting the District's facilities to pay for additional event attendant staffing, lifeguard staffing, or outside security services.
- 12) **Cancellation.** Please see the latest rental agreement document available at the District's Resident Relations desk for cancellation policies and cleaning/security deposit fees.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

EMERGENCY PROCEDURES

In the event of an emergency, please dial 911, and contact the on-site General Manager and the District Manager. The facility is equipped with emergency phones, a first aid kit and an AED. At all times while the facility is staffed, an individual with first aid, CPR and AED certifications will be on duty to respond to emergencies, accidents, and injuries. The following equipment is available in specified areas throughout the

community.

First Aid Kits

Locations

- Resident Relations
- Fitness

Procedure for Use

- 1) Notify a staff member that first aid is required
- 2) If a staff member is unavailable, utilize the first aid supplies as necessary
- 3) Dispose of any used first aid supplies in appropriate trash receptacles

AEDs

Locations

- Aquatics – Recreation Center
- Fitness Floor

Procedure for Use

1. Send someone to call 911 and contact the nearest staff member or General Manager
2. Follow CPR steps with the victim
3. If the victim is not breathing and you do not hear a heartbeat open the AED
4. Follow instructions provided by the AED

DISCIPLINARY RULE

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and Guests are responsible for compliance with the Amenities Rules established for the safe operations of the Amenities. A copy of the District's Amenities Disciplinary Rule is included as Part 2 of this Amenities Rules Handbook.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims,

lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person bring suit against the Indemnites in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnites, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnites.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Amenities Rules from time to time. The Board by vote at a public meeting, or the District Manager, and/or General Manager, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenities Rules, provided however that the Board is informed within a reasonable time of any such waivers.

OTHER RULES AND POLICIES

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all

such rules and policies.

PART 2: Avenir Community Development District
Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)
Effective Date: January 27, 2022

In accordance with Chapters 190 and 120 of the Florida Statutes, and on January 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Avenir Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and General Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Treats the District’s supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property;
- h. Engages in conduct that is improper or likely to endanger the health,

safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; or

- i. Commits or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe

endangers District residents, staff and Guests.

4. Authority of District Manager and General Manager. The District Manager, General Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District's best interests to do so. The District Manager, General Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

5. Process for Termination or Suspension of Amenity Privileges.

- a. Offenses:
 - i. First Offense: Verbal warning by Amenity staff and suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
 - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
 - i. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.
- b. Each offense shall expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the

premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or General Manager upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

- c. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

6 Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7 Fines. In the event of an infraction involving the commission of a crime on District property, resulting in law enforcement response to District property, or involving damage to or destruction of District property, the District may in its discretion assess a fine of up to \$500 in order to offset the legal and administrative expenses incurred by the District. Such fine shall be in addition to any suspension or termination of amenity privileges and/or any applicable legal action warranted by the circumstances.

8 Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

PART 3: Avenir Community Development District
Amenity Forms

ATTACHED FORMS:

- New Patron Information Form
- Consent and Waiver Agreement
- Credit Application Form
- Rental/Reservation Forms
- Alcohol Requirements Matrix

Avenir Community Development District

Resident User Information Form

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY PATRON INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____
Address _____
Street Address *Apartment/Unit #*

TENANT INFORMATION (IF APPLICABLE)*

Begin Lease Date _____ End Lease Date _____
Owner Last Name _____ Owner First Name _____
Owner Address _____
Street Address *Apartment/Unit #*
*Tenant shall provide a copy of their release and Owner shall submit a Tenant release form

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____
Cell Phone Number _____ Name _____
Cell Phone Number _____ Name _____
Email Address(es) _____

Please select all that apply:

- I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? YES NO
If you answered yes, please provide specific information below in the blank space:

Avenir Community Development District Resident User Information Form

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir CDD Resident*
1.			
2.			
Name(s) of Children	Age	Birthdate	
3.			
4.			
5.			
6.			
7.			
8.			

*Non-Residents must complete the Non-Resident User Agreement and pay Annual User Fee.

**In the event that one of the cards is lost, we will be responsible in paying \$5.00 for each replacement card.

_____ Please initial

PLEASE READ AND SIGN BELOW:

The undersigned agrees and acknowledges that the above information is true and correct. It is understood that Resident Cards and Guest Passes are the property of the Avenir Community Development District (AVENIR CDD or District) and are non-transferable, in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests to utilize District property and District facilities, including without limitation the, Recreation Center owned and operated by the AVENIR CDD (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the AVENIR CDD, its staff, supervisors, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the AVENIR CDD. Furthermore, Patron understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of tennis or pickleball courts, use of playground, or other activities on District owned property. Patron expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. Patron hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of Patron(s), or his or her minor children's, participation in these activities. Patron further understands that the District is not responsible for personal property lost or stolen while at the Facilities. By signing below, Patron(s) acknowledge he/she has received the AVENIR CDD rules and policies and shall abide by the same. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

Print Name: _____

Signature: _____

Date: _____

AVENIR CDD Employee Initials _____

Avenir Community Development District

Non-Resident User Agreement

THIS AGREEMENT, made and executed this ____ day of _____, 20__, by and between the Avenir Community Development District (“District”), and _____ whose address is _____ (“User”). The District is the owner of the real property and facilities comprised of pools and other recreational facilities within the District located in Palm Beach County, Florida (“Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family who does not reside or own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. User shall pay a one-time non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months. (Please Initial Membership Type).

The 12-month period shall commence as of the date of this agreement and terminate on that same date the following year.

2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and family members residing in his/her household and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon, and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party, not a party to this Agreement.
3. User agrees that use of Facilities by User, User’s family members residing in his/her household, and User’s guest shall be subject to all rules, policies and procedures of the District as may be amended from time to time and by signature on this form, hereby agrees he/she has received a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. Failure by User, family members residing in his/her household, or User’s guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the Membership Fee shall be refunded.
4. User(s) agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the Avenir Community Development District (AVENIR CDD or District) and are non-transferable, in accordance with the District’s rules, policies and/or regulations. In consideration for the admittance of the hereinlisted persons, along with each of their guests, to utilize District property and District facilities, including without limitation the, Recreation Center owned and operated by the AVENIR CDD (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the AVENIR CDD, its staff, supervisors, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the AVENIR CDD. Furthermore, User(s) understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of tennis or pickle ball courts, use of playground, or other activities on District owned property. User(s) expressly acknowledges on behalf of him/her self and

Avenir Community Development District

Non-Resident User Agreement

his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. User(s) hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of User(s), or his or her minor children's, participation in these activities. User(s) further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

- All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

USER

**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

By: _____

Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit	Date Paid: _____
Amount of Payment: \$ _____	Amenities Expiration Date: _____
E-mail added to Avenir CDD.org: _____	
Staff initials: _____	

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address
Name(s) of Children	Age	Birthdate

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

Avenir Community Development District

Non-Resident User Agreement

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____

Address _____
Street Address *Apartment/Unit #*

EMERGENCY NOTIFICATION INFORMATION

Home Phone
Number _____

Cell Phone Number _____ Name _____

Cell Phone Number _____ Name _____

Email Address(es) _____

Please select all that apply:

- I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? YES NO
If you answered yes, please provide specific information below in the blank space:

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST
FROM PUBLIC RECORDS DISCLOSURE**

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to Avenir Community Development District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

I hereby request the exemption (check applicable exemption category) for the person named below:

- | | |
|--|---|
| <input type="checkbox"/> Code Enforcement Officer*
<input type="checkbox"/> Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.*
<input type="checkbox"/> Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.*
<input type="checkbox"/> Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.*
<input type="checkbox"/> Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Firefighter certified in compliance with s. 633.408, F.S.
<input type="checkbox"/> Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")*
<input type="checkbox"/> Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.*
<input type="checkbox"/> Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*
<input type="checkbox"/> Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" | efforts to protect such information from being accessible through other means available to the public.")*
<input type="checkbox"/> Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.*
<input type="checkbox"/> Law enforcement personnel including correctional officers and correctional probation officers.*
<input type="checkbox"/> Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *
<input type="checkbox"/> Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel). *
<input type="checkbox"/> U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **
<input type="checkbox"/> County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Other (list applicable statute): _____ |
|--|---|

Printed Name: _____

Residence Address (City, State, Zip): _____

Prior/Current Position (for purpose of claiming exemption): _____ **Years Held:** _____

Description of Position:

Signature _____	Date _____
If request is submitted instead by the person's employing agency, complete the following:	
Agency: _____	Name/title _____
Signature: _____	Date _____

*To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. *Available to both current and former employees. **Florida law does not make this exemption applicable to the spouse or child of a donor or victim.*

AVENIR COMMUNITY DEVELOPMENT DISTRICT
USER PERMIT FOR RECREATION CENTER: BANQUET ROOM(S)

NOTE TO STAFF: This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name _____ Date of Event: _____

Organization: _____

Mailing Address: _____

Email Address: _____ Phone: _____

Intended Use: _____ Estimated Age Group: _____

Estimated Attendance: _____ Hours: from: _____ to _____
(available from 7am – closing; including set-up/clean-up)

Please check the room you would like to reserve.

- Cypress Room (549 sq. ft.; max: 35 people): **\$350/4** hours
- Magnolia Room (691 sq. ft.; max: 45 people): **\$350/4** hours
- Add pool use: **\$50/10** guests/4 hours (#of guests: _____)

Set-up Requests

AV Equipment (Please make an appointment with staff to make sure your electronics are compatible)

- AV Equipment for Cypress Room: Screen & Projector
- AV Equipment for Magnolia Room: TV/DVD

Requested room set up: (Includes tables & chairs only; District does not provide linens)

- Dining (round tables & chairs) Classroom (rectangular tables & chairs)
- Theater (chairs only) U-shaped rectangular

Food & Beverage Requests: (All alcoholic beverages **MUST** be provided through the District. Special requests or outside catering must be coordinated with the General Manager at least 14 days in advance of the reservation. A District representative will be in touch to discuss cost.)

- Catering (Outside) Catering (District) Beer/Wine (Available through the District **ONLY**)

Other Requests

- Entertainment On-site childcare (minimum of 8 children required; 3mos-12 yrs)

***RESERVATION:** To reserve your event date, please submit the following to the Lifestyle Director of the Avenir Community Development District ("District"):

- A completed User Permit Form
- A check or credit card authorization for the refundable Cleaning/Damages Deposit, in the amount of \$250
- A separate check or credit card authorization for (50%) of the rental fee (balance due by the date of the rental).

***USAGE:** Only District Patrons (as defined in the District's policies) may rent the Banquet Rooms. The renter must be 21 years of age or older and must be on-site during the rental function. Any function for those younger than 21 years old must have adult supervision; adult is responsible for all terms of this Permit. **Initial** _____

***ADVERTISING:** All advertising naming the District Recreation Center (or any derivation of) must include the following statement in legible font: "*This is not a AVENIR CDD sponsored or endorsed event.*" **Initial** _____

***ALCOHOL USAGE:** The District holds a current license from the Division of Alcoholic Beverages to serve beer, wine, and wine-based products. All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or catered events, must be purchased from the District. Any violation will constitute potential cause for immediate shut-down of party/event with **NO REFUNDS.** **Initial** _____

Please read and initial below as your agreement:

_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ Room decorations shall not to leave any marks on walls, floors or ceilings. Failure to comply may result in a forfeit of the Damages Deposit and other charges.

_____ The District Banquet Rooms are not to be used for any illegal or illicit activities; or to include anything that could be deemed lewd, offensive, or pornographic.

_____ Pool use is only permitted in connection with a banquet room rental if the additional pool use fee is paid. No wet or damp guests are allowed to enter or re-enter Banquet premises until **COMPLETELY** dry. Violations will subject the renter to a forfeit of the Damages Deposit.

_____ Additional event staffing fees apply to events on weekends and after 5 pm on weekdays.

_____ Proof of insurance for any outside vendors must be provided to Recreation Director 14 days in advance of reservation, if required.

_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, potential for community disturbance, public health concerns, or other issues impacting the community.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the “District”) and its supervisors, officers, directors, staff, relevant agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the “Facilities”), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

I have read, understand and agree to abide by all policies and rules of the District governing the District’s Facilities. Failure to adhere to the District’s Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees and staff as additional insured.

Signature: _____ Date: _____

Print Name: _____

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
BANQUET ROOMS FEES AND CHARGES**

Rental Fee: Magnolia Room: **\$350**/4 hours
 Cypress Room: **\$350**/4 hours
 Add pool usage: **\$50**/10 guests/4 hours
Total Rental Fee: \$ _____
50% due at time of reservation; 50% due by date of rental

Staffing Fee: (applies on weekends and after 5 pm on weekdays)
 \$25/hour x _____ hours
Total Staffing Fee: \$ _____

Refundable Cleaning/Damage Deposit: \$350
Please pay by separate check or credit card transaction at time of reservation.

If paying by check, please indicate your Deposit check preference: District to Destroy User to Pick Up
The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.

Refund/Cancellation Policy:
Up to 30 days before event: Full refund of the Rental Fee, Staffing Fee, and Cleaning/Damage Deposit.
Fewer than 30 days before event: Full refund of the Cleaning/Damage Deposit and Staffing Fee. Refund of Rental Fee minus 50% cancellation fee. **INITIAL _____**

Payment Terms:
Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District. **Credit Card:** For those paying with Credit Card, please provide District Staff with the Credit Card Information set forth in the Credit Card Authorization section below. In the event the Deposit is made with a Credit Card, a hold may be placed on your card account for the full anticipated amount to be owed. Holds may not be released for ninety-six (96) hours from that certain date that is one (1) business day after the event concludes or longer at the discretion of your card issuer. **INITIAL _____**

<p>Office Use Only:</p> <p>Cleaning/Damage Deposit: \$250 Payment Method: <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card Received: Date _____ INITIAL _____</p> <p>Staffing Fee (if applicable): \$ _____ Payment Method: <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card Received: Date _____ INITIAL _____</p> <p>Rental Fee: \$ _____ Payment Method: <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card Deposit Received: Date _____ INITIAL _____ Balance Received: Date _____ INITIAL _____</p> <p>District Signature: _____</p> <p>Print Name: _____</p>

CREDIT CARD AUTHORIZATION

Please complete all fields. You may cancel this authorization, consistent with the form and policies, at any time by contacting AVENIR CDD. This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): _____

I, _____, authorize Avenir Community Development District or its designee to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Cardholder Signature

Date

PRIVACY NOTICE: Pursuant to Section 119.071, Florida Statutes, bank account numbers and debit, charge, and credit card numbers held by the District are exempt and may be withheld from any disclosure the District makes as the result of a public records request.

EXEMPT STATUS

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

YES NO

If you checked "YES," please explain which exemption you qualify for:

If you checked "YES," please provide a written request for such exemption to District staff at the following address:

Avenir Community Development District/o Special District
Services, Inc.
2501 A Burns Road
Palm Beach Gardens, FL, 33410
Attn: District Manager
-or-
jpierman@sdsinc.org

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
USER PERMIT FOR PAVILIONS**

NOTE TO STAFF: This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, *Florida Statutes*, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name: _____ Card #: _____ Date of Event: _____

Mailing Address: _____

Email Address: _____ Phone: _____ Cell: _____

Intended Use: _____

Estimated Attendance: _____ Hours: from _____ to _____
(Available from 9am-6pm; 4-hour max, including set up/clean up)

Please check the facility you would like to reserve.

- Recreation Center Pool Pavilion, single - \$75/4 hours
- Recreation Center Pool Pavilion, double - \$150/4 hours

***RESERVATION:** To reserve your event date, please submit the following to the Recreation Director of the Avenir Community Development District (“District”):

- A completed User Permit Form
- A check or credit card authorization for the Cleaning/Damages Deposit, in the amount of \$350
- A separate check or credit card authorization for the rental fee

***USAGE:** Only District Patrons (as defined in the District’s policies) may rent a Pavilion. The renter must be twenty-one (21) years of age or older and must be on-site during the rental event. Any event for those younger than twenty-one (21) years old must have adult supervision, and the adult is responsible for all terms of this Permit. **Initial** _____

***ADVERTISING:** All advertising naming the Avenir CDD (or any derivation of) must include the following disclaimer in legible font: “This event is not sponsored or endorsed by the Avenir Community Development District.” **Initial** _____

Please read and initial below:

- _____ No mylar balloons are allowed on premises due to electrical hazard.
- _____ No open burning and no campfires are allowed at District Facilities.
- _____ The pavilions shall not be used for any illegal or illicit activities; or to include anything that could be deemed lewd, offensive, or pornographic.
- _____ The District reserves the right to deny any application or cancel any scheduled event based on safety, site capacity, scheduling considerations, potential for community disturbance, or public health concerns.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the "District") and its supervisors, officers, directors, staff, relevant agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with the use of any facility or amenity or other property owned or operated by the District (the "Facilities"), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

To the extent my use of the Facilities involves the use of bounce houses, inflatables, obstacle courses, or other recreational or yard game equipment, I understand that participation in such activities involves risk, danger, and hazards that may cause serious personal injury or death, and that injuries are a common and ordinary occurrence, and as such agree to indemnify and hold harmless the Indemnitees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for injuries, death, or property damage of any nature arising out of or in connection with such activities.

I have read, understand and agree to abide by all policies and rules of the District governing the District's Facilities. Failure to adhere to the District's Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees and staff as additional insured.

Signature: _____ Date: _____

Print Name: _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PARK PAVILION RENTAL
FEES AND CHARGES

Rental Fee: Plantation Park Pavilion - \$75/4 hours
Total Rental Fee: \$ _____

Refundable Cleaning/Damage Deposit: \$250

Please pay by separate check or credit card transaction at time of reservation.

If paying by check, please indicate your Deposit check preference: District to Destroy User to Pick Up

The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.

Refund/Cancellation Policy:

Up to 48 hours before event: Full refund of the Rental Fee and Cleaning/Damage Deposit.

Fewer than 48 hours before event: Full refund of the Cleaning/Damage Deposit. No refund of Rental Fee. **INITIAL** _____

Payment Terms:

Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District. **Credit Card:** For those paying with Credit Card, please provide District Staff with the Credit Card Information set forth in the Credit Card Authorization section below. In the event the Deposit is made with a Credit Card, a hold may be placed on your card account for the full anticipated amount to be owed. Holds may not be released for ninety-six (96) hours from that certain date that is one (1) business day after the event concludes or longer at the discretion of your card issuer. **INITIAL** _____

Office Use Only:

Cleaning/Damage Deposit: \$250

Payment Method: Check # _____ Credit Card

Received: Date _____ INITIAL _____

Rental Fee: \$ _____

Payment Method: Check # _____ Credit Card

Received: Date _____ INITIAL _____

District Signature: _____

Print Name: _____

CREDIT CARD AUTHORIZATION

Please complete all fields. You may cancel this authorization, consistent with the User Permit Form and District policies, at any time by contacting the Avenir Community Development District. This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): _____

I, _____ authorize Avenir Community Development District or its designee to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Cardholder Signature

Date

PRIVACY NOTICE: Pursuant to Section 119.071, *Florida Statutes*, bank account numbers and debit, charge, and credit card numbers held by the District are exempt and may be withheld from any disclosure the District makes as the result of a public records request.

EXEMPT STATUS

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

YES NO

If you checked "YES," please explain which exemption you qualify for:

If you checked "YES," please provide a written request for maintenance of such exemption to District staff at the following address:

Avenir Community Development District/o Special District
Services, Inc.
2501 A Burns Road
Palm Beach Gardens, FL, 33410
Attn: District Manager
-or-
jpierman@sdsinc.org

AVENIR CDD

ALCOHOL INSURANCE MATRIX

	BYOB (Informal Gatherings)	BYOB Patrons and/or Guests (Rental Events)	Served Patrons and/or Guests (Rental Events)	Sold Patrons and/or Guests (Rental Events)
Permitted (Aquatic Facilities)	Yes	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
Permitted (Recreation Center)	No. All alcohol must be purchased through the Café.	No. All alcohol must be purchased through the Café.	No. All alcohol must be purchased through the Café.	No. Alcohol may only be sold/purchased through the Café.
Insurance	None. However, to the extent there are more than ten people present and alcohol is going to be consumed, renter is responsible for appropriate party staffing through the District.	Homeowner's Insurance Rider/Endorsement providing special event coverage with alcohol endorsement or required hiring of appropriate party staffing through the District WITH waivers executed by nonresidents.	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol rider • District named as additional insured Requisite staffing levels required.	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol rider • District named as additional insured Requisite staffing levels required.
Admission Fee Permitted	No	No	Admission fee only for District sponsored events w/District approval	Admission fee only for District sponsored events w/District approval

Notes:

1. The insurance requirements in this chart may only be altered after consultation with the District Manager and/or District Counsel and NOT by Amenity Management.