

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENITY FACILITY POLICIES

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TABLE OF CONTENTS

	<u>Page</u>
DEFINITIONS.....	1
NON-RESIDENT ANNUAL USER FEE	2
HOMEOWNERS ASSOCIATION USE OF FACILITIES	2
COMMUNITY CLUB USE OF FACILITIES.....	2
GUEST POLICIES	3
RENTER’S PRIVILEGES.....	3
GENERAL FACILITY PROVISIONS	3
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY	5
SERVICE ANIMAL POLICY	6
GENERAL AMENITY FACILITY USAGE POLICY	6
GENERAL SWIMMING POOL RULES	7
SWIMMING POOL THUNDERSTORM POLICY	9
EVENT LAWN POLICIES.....	9
PLAYGROUND POLICIES	10
FISHING POLICY	10
SUSPENSION AND TERMINATION OF PRIVILEGES.....	10
GENERAL FACILITY RENTAL POLICY.....	12

DEFINITIONS

“Amenity Facility” – shall mean the properties and areas owned by the District, intended for recreational use and available for rent in certain circumstances, including, but not specifically limited to, the Pool/Pool Slide, Splash Pad, Summer Kitchen, Playground, Dog Park, Gazebo, and large event lawn, together with its appurtenant facilities and areas.

“Amenity Facility Policies” or **“Policies”** – shall mean these Amenity Facility Policies of Cross Creek Community Development District, as amended from time to time.

“Board of Supervisors” or **“Board”** – shall mean the Cross Creek Community Development District’s Board of Supervisors.

“Community Club” – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District’s Board.

“District” – shall mean the Cross Creek Community Development District.

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

“Guest” – shall mean any individual who is invited and must be accompanied to use the Amenity Facility by a Resident, Non-Resident Member, or Renter and possesses a valid guest pass issued.

“Homeowners Association” – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed restrictions and covenants.

“Non-Resident” – shall mean any person or persons who do not own or rent property within the District.

“Non-Resident Member” – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facility.

“Patron” or **“Patrons”** – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

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

“Resident” – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Cross Creek Community Development District.

“Swimming Pools and Waterslide” – shall mean the swimming pools and the waterslide.

NON-RESIDENT ANNUAL USER FEE

The Non- Resident Annual User Fee for any person not owning or renting real property within the District is \$ 2, 900.00, and this fee shall include privileges for up to 4 people total and any applicable cost to access the property. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facility for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes.

HOMEOWNERS ASSOCIATION USE OF FACILITIES

1. Each Homeowners Association within the Cross Creek CDD may use the Amenity Facility without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association’s use of the Amenity Facility at any time.
2. Any Homeowners Association that uses the Amenity Facility shall be responsible for the cost of cleaning and/or repairing any damage to the Amenity Facility occurring during Homeowners’ Association events.

COMMUNITY CLUB USE OF FACILITIES

1. Each Community Club must fill out a form for approval to be considered as a club before they can use the Amenity Facility. Once approved, the Community Club may use the Amenity Facility for a function. However, the District may limit or terminate a Community Club’s use of the Amenity Facility at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facility shall be responsible for the cost of cleaning and/or repairing any damage to the Amenity Facility occurring during the Community Club’s events.

3. The District may revoke an organization's status under these policies as a Community Club at any time.

GUEST POLICIES

1. Residents, Non-Resident Members, and Renters who bring a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter.

RENTER'S PRIVILEGES

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facility use.
2. For the Renter to be entitled to use the Amenity Facility, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facility as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facility with respect to that membership.
4. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

GENERAL AMENITY FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting, However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing.
3. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the District Management Office.
 - Pools: Dawn to Dusk (Swim at your own risk) or as otherwise required by applicable law.
 - Night swimming – Pools shall not be open for swimming at night unless the requirements for lighting as specified in paragraph 64E-9.006(2)(c), F.A.C., are met. Night swimming shall be considered one half hour before sunset to one half hour after sunrise.

- Waterslide: Seasonal hours determined by the District Management Office.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facility. (In the event a special event is held, as previously approved by the District Management Office, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents).
 5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The District Management Office reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
 6. Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
 7. Only District employees, contractors or employees are allowed in the service areas of the Amenity Facility.
 8. The Board of Supervisors (as an entity), the District Management Office and its staff shall have full authority to enforce these policies. However, the District Management Office shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the District Management Office shall not constitute a continuous, ongoing waiver of said policy, and the District Management Office reserves the right to enforce all of these policies at any time he or she sees fit.
 9. Smoking/ Vaping and Electronics Cigarettes is not permitted at the Amenity Facility except within smoking areas designated by the District, if any.
 10. Disregard for rules or policies may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
 11. Pool rules that are posted in the appropriate area must be observed.
 12. Patrons shall treat all staff members with courtesy and respect.
 13. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
 14. Skateboarding/**Hoverboards** are not allowed on the Amenity Facility property at any time.

16. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the District Management Office.
17. Commercial advertisements shall not be posted or circulated in the District. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved in writing by the District Management Office.
18. The Amenity Facility shall not be used for commercial purposes without written permission from the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
19. Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.
20. The District Management Office reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The District Management Office also has the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the District Management office will be required to compensate the District accordingly.
21. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
22. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facility, and shall ensure that any minor for whom they are responsible also complies with the same.
23. Public displays of affection, which in the discretion of the District Management Office are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.

2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).

3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facility's premises, shall do so at his or her own risk, and shall hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facility. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL CROSS CREEK CDD AMENITY FACILITY USAGE POLICY

All Patrons using the Amenity Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Amenity Facility. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies set forth herein.

1. *Hours:* The Amenity Facility is available for use by Patrons during normal operating hours to be established and posted by the District.
2. *Emergencies:* After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 407-723-5900).
3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the facilities at the Amenity Facility are often unsupervised facilities. Persons using the Amenity Facility do so at their own risk. Persons interested in using the Amenity Facility are encouraged to consult with a physician prior to commencing a physical fitness program.

SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

A. General Swimming Pool Rules

1. All Patrons may be asked to present their ID cards or verification of registration while in the swimming pool area. All Patrons must also present their ID cards or verification of registration when requested by staff. At any given time, a Resident, Renter or Non-Resident Member may allow up to four (4) Guests to the swimming pool (unless a greater number of guests has been approved by the District Management).
2. Individuals under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool, slide or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics or group fitness classes.

6. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of District Management. Lifeguards are NOT on duty on a regular basis, if at all - Patrons swim at their own risk and must adhere to swimming pool rules at all times.
7. Showers are required before entering the pool.
8. Glass containers are prohibited.
9. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pools/deck area.
10. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
11. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
12. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
13. The District Management reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
14. Any person swimming during non-posted swimming hours may be suspended or terminated from using the Amenity facility.
15. Proper swim attire (no cutoffs) must be worn in the pool.
16. No chewing gum is permitted in the pool or on the pool deck area.
17. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
18. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
19. Radio controlled water craft are not allowed in the pool or the pool area.
20. Pool entrances must be kept clear at all times.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is prohibited.
24. No physical or verbal abuse will be tolerated.
25. The District is not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
27. The spa and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or District Management.

B. Waterslide Rules

1. Any person who uses the waterslide does so solely at his or her own risk.

2. For safety reason individuals less than forty-eight (48) inches tall are not permitted to ride the waterslide.
5. Only one person may ride the waterslide at a time.
6. No shorts with snaps or rivets will be allowed on the slide.
7. Arms and hands must be kept inside the waterslide at times. Users must slide feet first.
8. No jewelry, flotation devices or casts may be worn while using the waterslide.
9. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.

SWIMMING POOL THUNDERSTORM POLICY

The District Management will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

PLAYGROUND POLICIES

Please note the Playground is an unattended facility and persons using the facility do so at their own risk.

The District provides a playground for Patrons to enjoy with their children. The following guidelines apply:

1. Adult supervision (eighteen years and older) is required for children under the age of fifteen (15) years old. All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
2. Proper footwear is required. Loose clothing, especially with strings, is prohibited.
3. Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.
4. No food, drinks or gum are permitted at the playground.
5. No pets of any kind are permitted at the playground (Except service animals).
6. No glass containers are permitted at the playground.
7. No jumping off from any climbing bar or platform.
8. Profanity, rough-housing, and disruptive behavior are prohibited.
9. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

NO FISHING POLICY

Patrons may not fish from any District owned lake/retention pond within the Cross Creek Community Development District. No watercrafts of any kind are allowed in these bodies of water

except for small remote controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Amenities Facilities.
2. **Violations.** The privileges of a patron to use the Amenity Facility may be suspended or terminated if the Patron engages in any of the following behavior:
 - a) Submits false information on any application for use of the Amenity Facility.
 - b) Permits the unauthorized use of an amenity pass.
 - c) Exhibits unsatisfactory behavior, deportment or appearance.
 - d) Fails to pay fees owed to the District in a proper and timely manner.
 - e) Fails to abide by any policies or rules established for the use of the Amenity Facility.
 - f) Treats the District's supervisors, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g) Damages or destroys District property.
 - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, the District Management, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or facility manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager, as the case may be.
4. **Suspension by the District Management / Appeal of Suspension.** The District Manager, may at any time suspend a Patron's privileges to use the Amenity Facility for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Management, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to

address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. **Suspension or Termination by the Board.** The District Management may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Amenity Facility. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
6. **Trespass.** If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

GENERAL FACILITY RENTAL POLICY

Patrons may reserve for rental certain portions of the Amenity Facility for private events. Reservations may not be made more than four (4) months prior to the event or made less than two (2) weeks prior to the event. A wedding and reception may be booked more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facility no more than six (6) times per calendar year. Persons interested in doing so should contact the District Management regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Facility is unavailable for private events on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans day) as well as the following holidays/weekends:

Easter Sunday	Memorial Day	4 th of July
Labor Day	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

1. *Rentals:* Certain portions of the Amenity Facility may be rented by the following individuals/groups:
 - A. Residents (includes both events held by the Resident and events sponsored by the Resident)
 - B. Renters

- C. Non-Resident Members
- D. Homeowners Associations
- E. Community Clubs

2. *Available Facilities:* The following portions of the Amenity Facility are available for rental for functions for up to four to six (4-6) hours (including set-up and post-event cleanup). The rental time is inclusive of set-up and clean-up time. For Community Use, rental fees may be waived; however, a refundable damage security deposit shall be required. For private events, the following rental fees shall apply:

<u>Event Facility Rentals</u>	<u>Rental Rate</u>	<u>Security Deposit</u>
Pool Cabana (Up to 6 Hours):	\$150.00	\$150.00
Clubhouse (Up to 4 Hours):	\$250.00	\$150.00
Clubhouse, Pool Cabana (Up to 6 Hours):	\$350.00	\$150.00

*Separate cleaning and security fees may apply

The Pool Areas of the Amenity Facility are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the Amenity Facility shall be responsible for any and all damages and expenses arising from the event.

3. *Reservations:* District Management will take reservations in advance for the Amenity Facility. Reservations are on a “first come, first served” basis and can be made only in person by filling out a Facility Use Application. Reservations must be made at least two (2) weeks in advance to the District Management. Patrons interested in reserving a room must submit to the District Management a completed Facility Use Application. There are no personal “standing” reservations allowed for the facilities listed in the reservation policy. If the renter wishes to cancel a reservation, the cancellation must be communicated to the District Management Office no later than two (2) weeks prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than two (2) weeks prior to the event, only the rental fee, but none of the security deposit, will be returned.

4. *Deposit and Payment:* At the time of submission, the Patron shall provide the rental fee referenced above and a deposit. Rental fees may be paid by check or money order, payable to **Cross Creek Community Development District**. The District Management will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be mailed to the District Management Office along with completed paperwork and insurances, if necessary. Each Patron renting the Amenity Facility 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.

5. *Deposit:* Payment of the deposit and rental fee will secure the rental time, location, and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
- Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, table tops and sink area.
 - Replace garbage liner.
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used.
 - Clean any windows and doors in the rented area.
 - Ensure that no damage has occurred to the Amenity Facility.
 - Patron and Patron's guests are required to adhere to all Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit.
 - Pets (with the exception of "Service Animals") are prohibited from any and all rented facilities.

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.

6. *Alcohol Policies:* Patrons intending to serve alcohol at Amenity facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds. Patrons serving alcohol agree to indemnify and hold harmless the District, District Management and their Supervisors, officers, directors, consultants and staff 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 service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. Patrons must hire a certified bartender to dispense alcohol.
7. *Additional Policies:* The following additional policies apply to any rental of an Amenity Facility or space:
- a. The capacity limit of any portion of the Amenity Facility or space shall not be exceeded at any time for a party or event.
 - b. The volume of live or recorded music must not violate applicable Manatee County noise ordinances, or unreasonably interfere with enjoyment of homes.
 - c. The Amenity Facility may be rented for parties and from dawn to dusk. All parties and events, including clean-up, at the clubhouse must conclude by dusk.
 - d. No decorations may be affixed to the walls, doors or any fixtures.
 - e. Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board of Supervisors.
 - f. Patron and Patron's Guests are required to adhere to all Amenity Facility rules, policies, and directions from District Management Office.
 - g. No glass, breakable items or alcohol are permitted in the Pool Area.