

# PARK CREEK COMMUNITY DEVELOPMENT DISTRICT

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## AMENITIES RULES & POLICIES

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# Contents

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<b>Part I. Rule for Amenities Rates</b> .....	<b>5</b>
A. Introduction.....	5
B. Definitions.....	5
C. Annual User Fee.....	5
D. Reservation Rates for Amenity Center. ....	5
E. Activity and Program Rates. ....	6
F. Miscellaneous Fees.....	6
G. Special Provisions. ....	7
1. After-Hours Events. ....	7
2. Homeowner’s Association and Master Developer Meetings.....	7
3. Additional Costs. ....	7
H. Adjustment of Rates. ....	7
I. Prior Rules & Policies. ....	7
J. Severability. ....	7
<b>Part II. Amenities Policies</b> .....	<b>8</b>
A. DEFINITIONS.....	8
B. AUTHORIZED USERS.....	9
1. Generally.....	9
2. Residents.....	9
3. Non-Residents.....	10
4. Renter’s Privileges.....	10
5. Guests. ....	10
6. Registration / Disclaimer.....	11
C. ACCESS CARDS or KEYS .....	11
1. Use of Access Cards or Key Fobs.....	11
2. Issuance of Access Cards or Key Fobs. ....	11

3.	Non-Transferrable.....	11
4.	Lost or Stolen Cards or key fobs.....	11
D.	FACILITY RENTAL POLICIES.....	12
1.	Patrons Only.....	12
2.	Amenities Available for Rental.....	12
3.	Payment & Registration.....	12
4.	Rates and Deposits.....	12
5.	Computation of Rental Time.....	12
6.	Duration of Events.....	12
7.	Available Hours.....	13
8.	Capacity.....	13
9.	Noise.....	13
10.	Insurance.....	13
11.	Cancellation.....	13
E.	COMMUNITY PROGRAMMING.....	13
1.	Resources.....	13
2.	Patrons and Guests Only.....	13
3.	Registration.....	14
4.	Programs and Activities.....	14
5.	Cancellation by the District.....	14
6.	Refunds.....	14
F.	GENERAL PROVISIONS.....	14
1.	Emergencies.....	14
2.	Hours of Operation.....	14
3.	Additional Guidelines.....	15
4.	Pool Area.....	17
5.	Patio, Picnic Areas, and Outdoor Areas.....	19
6.	Lake or Pond Areas.....	19

7. Playground and Tot Lots .....	20
G. PROPERTY DAMAGE .....	20
H. USE AT OWN RISK; INDEMNIFICATION.....	21
I. SOVEREIGN IMMUNITY.....	21
J. SEVERABILITY .....	22
K. AMENDMENTS / WAIVERS.....	22
<b>Part III. Amenities Disciplinary Rule.....</b>	<b>23</b>
A. Introduction.....	23
B. General Rule. ....	23
C. Suspension of Rights.....	23
D. Authority of Amenities Manager. ....	24

## List of Tables

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Table 1 - Reservation Rates for Amenity Center Areas .....	6
Table 2 - Miscellaneous fees.....	6

## Attachments

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ATTACHMENT A:	Amenity Registration Form
ATTACHMENT B:	Consent and Waiver Agreement
ATTACHMENT C:	Rental Agreement

## Part I. Rule for Amenities Rates

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In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 17, 2015 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Park Creek Community Development District adopted the following rules to govern rates for the District's Amenities.

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### A. INTRODUCTION.

This rule addresses various rates, fees and charges associated with the Amenities.

### B. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Part II Amenities Policies of Park Creek Community Development District, as amended from time to time.

### C. ANNUAL USER FEE.

For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

### D. RESERVATION RATES FOR AMENITY CENTER.

Any Patron wishing to have the exclusive use of any area within the amenity center must pay the appropriate fee and submit a security deposit in the amounts set forth in Table 1 below.

**Table 1 - Reservation Rates for Amenity Center Areas<sup>1</sup>**

<b>Area</b>	<b>Rental Fee</b>	<b>Deposit</b>
Covered Patio at Pool	\$25.00 / hour	\$300.00
Cabanas Pool side	No charge	None

**E. ACTIVITY AND PROGRAM RATES.**

Activity program prices charged on an activity by activity basis. Program coordinator to present program calendar to the board at a public meeting.

**F. MISCELLANEOUS FEES.**

Miscellaneous fees are set forth in Table 2 below.

**Table 2 - Miscellaneous fees**

<b>Item</b>	<b>Fee</b>
Access Cards/Key Fobs (two per Patron's Household)	Free
Additional Access Card/Key Fobs	\$25.00 per access card/fob
Replacement of Damaged, Lost, or Stolen Access Card or Key Fob	\$25.00 per access card/fob
Guests Staying On Property Fee for Amenity Center and Pool	Free
Guests <u>not</u> Staying On Property Fee for Amenity Center and Pool	\$10.00 per day per person
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

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<sup>1</sup> Note: Patrons must be current on assessments or annual user fee in order to rent covered patio areas.

**G. SPECIAL PROVISIONS.**

**1. After-Hours Events.**

All rental fees are increased by \$25 for each hour past normal operating hours.

**2. Homeowner's Association and Master Developer Meetings.**

Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability. Any events hosted by the Master Developer are permitted for free, subject to availability.

**3. Additional Costs.**

The District at a public meeting may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

**H. ADJUSTMENT OF RATES.**

Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public hearing any of the fees set forth in the District's Rule for Amenities Rates to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interest of the District. The Board may also in its discretion authorize discounts for certain services.

**I. PRIOR RULES & POLICIES.**

The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.

**J. SEVERABILITY.**

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

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2015)

## Part II. Amenities Policies

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In accordance with Chapter 190 of the Florida Statutes, and on August 17, 2015 at a duly noticed public meeting, the Board of Supervisors of the Park Creek Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

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### A. DEFINITIONS

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

**"Access Card"** – shall mean the identification card, keys, and/or key fobs issued to Patrons.

**"Amenities"** – shall mean the properties and areas owned by the District and intended for recreational use and may include, but not specifically be limited to, the District's amenity center, swimming pool, playground (tot-lot), picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

**"Amenities Policies" or "Policies"** – shall mean all policies of the District relative to the Amenities, as amended from time to time.

**"Amenity Manager"** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

**"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 Rule for Amenities Rates.

**"Board of Supervisors" or "Board"** – shall mean the Board of Supervisors of the District.

**"District"** – shall mean the Park 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.

**"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.

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

**“Non-Resident”** – shall mean any person that 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 and is current in the payment of all other dues and fees to the District.

**“Resident Patron”** – shall mean Residents and Renters.

**“Patron”** – shall mean any person or Family who is paying the Annual User Fee whether resident, renter or non-resident and is current in the payment of all other dues and fees to the District.

**“Person”** – shall mean an individual, or legal entity recognized under Florida law.

**“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.

## **B. AUTHORIZED USERS**

### **1. Generally.**

Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

### **2. Residents.**

A Resident must pay the Annual User Fee and be current in payment of all dues 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. In order to be considered current in payment, residents must remit payment

by July 31st. Amenity rights will be suspended for residents that are not current in payment. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District.

### **3. Non-Residents.**

A Non-Resident Patron must pay up front the total twelve (12) month Annual User Fee and be current in payment of all dues 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 registration. Amenity rights will be cancelled if subsequent Annual User Fee payments are not paid within 90-days of the anniversary date.

### **4. 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 co-beneficial users of the Resident's privileges to use the Amenities.

- (a)** A Renter who is designated as the co-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.
- (b)** 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 department of their respective Renter.
- (c)** Renters shall be subject to all rules and policies as the Board may adopt from time to time.

### **5. Guests.**

Except as otherwise provided for herein, each Patron who is at least sixteen years of age may bring a maximum of four guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt

from time to time.

**6. Registration / Disclaimer.**

In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**.

**All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. 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.**

**C. ACCESS CARDS OR KEY FOBS**

**1. Use of Access Cards or Key Fobs.**

Patrons can use their Access Cards, key fobs or key pad with code number to gain access to the Amenities. Upon arrival at the amenity center, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an access card to another person to allow him or her to use the Amenities.

**2. Issuance of Access Cards or Key Fobs.**

Each Patron will receive two Access Cards or key fobs upon registration with the District. Residents will receive access from builder at home closing, and non-residents will receive access after the Annual User Fee is paid. For Families, each Patron may obtain additional Access Cards or key fobs for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) cards/fobs per Family, and subject to payment of any applicable fees.

**3. Non-Transferrable.**

Access Cards or key fobs are the property of the District and are non-transferable except in accordance with the District's rules and policies.

**4. Lost or Stolen Cards or key fobs.**

All lost or stolen cards/fobs need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards or key fobs.

## **D. FACILITY RENTAL POLICIES**

The following policies apply to the rental of the Amenities:

### **1. Patrons Only.**

Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation.

### **2. Amenities Available for Rental:**

The following Amenities are available for rental:

- (a)** Outdoor covered patio area.

### **3. Payment & Registration.**

At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the rental, both made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement (Attachment C).

### **4. Rates and Deposits.**

The rental rates and deposits for use of the Amenities are as set forth in the District's rules. To receive the full refund of the deposit within 10 days after the event, the renter must:

- (a)** Remove all garbage, place in dumpster and replace garbage liners;
- (b)** Take down all decorations or event displays; and
- (c)** 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. Computation of Rental Time.**

The rental time period is inclusive of set-up and clean-up time.

### **6. Duration of Events.**

Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, unless previously authorized by the District and no after hours events shall extend past midnight. If the event lasts longer than four hours the deposit is forfeited, unless previously authorized by the District.

**7. Available Hours.**

The Amenities may be rented for parties and events during normal operating hours. Additionally, the amenity center may be rented after hours and until midnight. All parties and events, including clean-up, at the amenity center must conclude by midnight.

**8. Capacity.**

The amenity center 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 Hillsborough 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 and its supervisors, staff, and contractors is to be named on these policies as an additional insured party.

**11. Cancellation.**

If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.

**E. COMMUNITY PROGRAMMING**

**1. Resources.**

The District may offer from time to time a variety of programs and activities designed to meet the needs and enjoyment of community members of all ages, interests and skill levels. If a program or activity is offered, its format will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Information for any upcoming program or activity will be provided to the Patrons via a community bulletin board, District website or homeowner's association community website.

**2. 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 may be assessed a surcharge and will only be able to register for programs if space permits.

### **3. Registration.**

Most programs will require advanced registration or an RSVP 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.

### **4. Programs and Activities.**

All programs and services including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the District. No outside (i.e., third party) instructors are allowed.

### **5. Cancellation by the District.**

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

### **6. Refunds.**

Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline, "no shows", or after a program begins may not be approved.

## **F. 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 rules and policies of the District.

### **1. Emergencies.**

After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager at 813-374-9105.

### **2. Hours of Operation.**

All hours of operation of the Amenities will be established and published by the District. The amenity center will be open year-round. The District may restrict

access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

### 3. Additional Guidelines

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

- (a) **Registration and Access Cards or Key Fobs.** All Patrons must sign-in and have their assigned access card, key fob or key pad code upon entering the amenity center. Cards, fobs and codes are only to be used by the Patron to whom they are issued.
- (b) **Guests.** Guests must be accompanied by a Patron while using the Amenities.
- (c) **Minors.** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
- (d) **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 restroom areas.
- (e) **Food and Drink.** Food and drink will be limited to designated areas only.
- (f) **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
- (g) **No Smoking.** Smoking is not permitted in any building, or enclosed or fenced area, including but not limited to the amenity center, swimming pool or swimming pool deck area, or playground. All waste must be disposed of in the appropriate receptacles.
- (h) **Pets.** With the exception of service animals, pets are not permitted, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- (i) **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. Golf carts, off-road bikes/vehicles (including ATV's), 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.

- (j) **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- (k) **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
- (l) **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
- (m) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- (n) **Profanity.** Loud, profane or abusive language is prohibited.
- (o) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (p) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons 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.
- (q) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (r) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
- (s) **Firearms.** Firearms or any other weapons are not permitted in any of the Amenities.
- (t) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (u) **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.
- (v) **Surveillance.** Various areas of all Amenities may be under twenty-four (24) hour video surveillance.
- (w) **Grills.** Grills are not permitted on public areas, except during approved events.
- (x) **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District.



Proof of liability insurance acceptable to the District shall also be required.

- (y) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the amenity center. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the amenity center.
- (z) **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 Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

#### 4. Pool Area

The following policies apply to the District's pool:

- (a) **Swim at Your Own Risk.** The pool areas are not supervised during operating hours.
- (b) **Operating Hours.** The pool is open dawn to dusk. No one is permitted in the pool at any other time unless a specific event is scheduled.
- (c) **Supervision of Children.** Children 12 years and younger must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
- (d) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
- (e) **Food and Drink.** Alcoholic beverages are not permitted. Food is not permitted, except for special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms. Notwithstanding any of the foregoing, no food or beverages are ever permitted in the pool or on the pool wet deck area, and instead when permitted, food and beverages must be kept only in designated areas.
- (f) **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (g) **Diving.** Diving is strictly prohibited at the pool.
- (h) **Noise.** Except at approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (i) **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for

organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and 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 provides a safety concern.

- (j) **Entrances.** Pool entrances must be kept clear at all times.
- (k) **Railings.** No swinging on ladders, fences, or railings is allowed.
- (l) **Pool Furniture.** Pool furniture is not to be removed from the pool area and returned after use.
- (m) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (n) **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
- (o) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (p) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters 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.
- (q) **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours 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.
- (r) **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.
- (s) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (t) **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- (u) **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 30 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.

- (v) **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

## 5. Patio, Picnic Areas, and Outdoor Areas

The following policies apply to the patio, and other outdoor areas:

- (a) **First Come Basis.** The pool side cabanas are available for use by Patrons and Guests only on a first come first serve basis. The patio areas may only be reserved for a program or event approved by the District.
- (b) **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
- (c) **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
- (d) **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
- (e) **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
- (f) **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
- (g) **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
- (h) **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

## 6. Lake or Pond Areas

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points and not trespass upon a resident's property. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

- (a) Please be respectful of the privacy of the residents living near the ponds.
- (b) Children under the age of sixteen must be accompanied by adults when

fishing.

- (c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
- (d) Do not leave fishing poles, lines, equipment or bait unattended. Do not leave any litter. Fishing line is hazardous to wildlife.
- (e) Do not feed the wildlife anything, ever.
- (f) Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
- (g) Swimming is prohibited in all ponds on District property.
- (h) No watercrafts of any kind are allowed in any of the ponds on District property.
- (i) Licensing requirements from other governmental agencies may apply. Check the regulations.

## **7. Playground and Tot Lots**

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

- (a) Patrons and Guests may use the playgrounds at their own risk.
- (b) Adult supervision (eighteen years and older) is required for children under the age of twelve. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
- (c) Proper footwear is required and no loose clothing especially with strings should be worn.
- (d) 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.
- (e) No food, drinks or gum are permitted at the playground.
- (f) No pets of any kind are permitted at the playground.
- (g) No glass containers are permitted at the playground.
- (h) No jumping off from any climbing bar or platform.
- (i) Profanity, rough-housing, and disruptive behavior are prohibited.
- (j) If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

## **G. 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.

#### **H. 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 Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, 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 Indemnitees. 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.**

#### **I. SOVEREIGN IMMUNITY**

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

**J. 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.

**K. AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

## **Part III. Amenities Disciplinary Rule**

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Law Implemented: ss. 190.011, Fla. Stat. (2015)

**In accordance with Chapters 190 and 120 of the Florida Statutes, and on at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Park Creek Community Development District adopted the following rules to govern disciplinary matters at the District's amenities.**

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### **A. INTRODUCTION.**

This rule addresses disciplinary measures governing the use of the amenities owned and managed by the Park Creek Community Development District.

### **B. GENERAL RULE.**

All persons using the District's amenities are responsible for compliance with, and shall comply with, the rules and policies established for the safe operations of the District's amenities.

### **C. SUSPENSION OF RIGHTS.**

The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities 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 amenity pass;
- (c)** Exhibits unsatisfactory behavior, deportment or appearance;
- (d)** Fails to pay amounts owed to the District in a proper and timely manner as set forth in Part II. Amenities Policies, Section B Authorized Users ;
- (e)** Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- (f)** Treats the District's supervisors, staff, amenities management, contractors, or other representatives, patrons, residents or guests, in an unreasonable or abusive manner;
- (g)** Damages or destroys District property; or
- (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, patrons, residents or guests.

**D. AUTHORITY OF AMENITIES MANAGER.**

The Amenities 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. The Amenities 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 for a period not to exceed seven days.



# ATTACHMENT A – Amenity Registration Form

Print or download form at [parkcreekcdd.org](http://parkcreekcdd.org) (Documents Folder under Community Documents Menu)

PARK CREEK AMENITY REGISTRATION FORM	
PATRON/RESIDENT/RENTER INFORMATION	
Name:	
Address:	
Email Address (optional):	
Phone (optional – CDD to use only if there is a problem processing request):	
Number of fobs requested:	
FOR OFFICE USE ONLY	
Fob Number(s) Assigned:	Mail Date:
NOTES:	

FEE SCHEDULE	
ITEM	FEE
Access Key Fobs (two per Patron Household)	Free*
Shipping and Handling (for mailed requests only)	\$10.00 (flat fee regardless of fob quantity)
Additional Access Key Fobs	\$25.00 per fob
Replacement of Damaged, Lost, or Stolen Access Key Fob	\$25.00 per fob
Insufficient Funds Fee (for an insufficient funds check)	\$30.00

\*Fobs can be picked up at the District office between the hours of 11:00am and 3:00pm upon receipt of completed Registration Form, proof of Park Creek Residency (deed, current utility bill, Driver's License with Park Creek address) and signed Consent and Waiver **by each member of the household that will use the amenity.** District office address is 15310 Amberly Drive, Suite 175 Tampa, FL 33647. Call the District office at 813-374-9104 for additional information.

**For mailed requests:**

Shipping and handling fee applies. Mail items listed below to the district office. Following are documents required:

- 1) Check made payable to Park Creek CDD
- 2) The completed Amenity Registration Form
- 3) The completed Consent and Waiver Agreement (**signature page to be completed by each member of household that plans to use the clubhouse and pool facility**). Agreement can be found online at <http://parkcreekcdd.org> under the Documents Menu in the Community Documents Folder. To reduce postage expense, it is acceptable to mail only the signature page.
- 4) Proof of Park Creek residency (A copy of your Deed or current utility bill).

For Families, each Patron may obtain additional Access Key Fobs for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) key fobs per Family, and subject to payment of applicable fees. Only checks are accepted. Checks should be made payable to Park Creek CDD. Fobs are mailed to residents within 3 business days of when requests are received. Upon moving out of the community, please return fobs to the District office.

**Privacy Disclosure:** Under Florida Law, information included in this form becomes part of the public record, available for public record requests.

**ATTACHMENT B - Consent and Waiver Agreement**

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Continued on next page

**Park Creek Community Development District**  
**Consent and Waiver Agreement**

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Thank you for using the Park Creek Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things an amenity center, swimming pool, tot-lot, and walking trails and participation in any of the District's community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, 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.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

**Acknowledgement of Participation**

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities. The District reserves the right to terminate the Participant's privilege to participate in the Activities at any time.

**Acknowledgement of Health**

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a

doctor and hereby assumes all risk and responsibility for participation in the Activities.

### **Role of the District**

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

### **Assumption of Risk**

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

### **Waiver and Release of Liability**

Any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall release and 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, including Participant, and any of his or her Guests and any members of his or her Family.

### **Sovereign Immunity**

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

## **Emergency Transportation and Care**

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

## **Rules and Policies**

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

## **Insurance Coverage**

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

## **Binding Effect**

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

**Miscellaneous Provisions**

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Hillsborough County, Florida. Participant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records under Chapter 119, Florida Statutes and shall be treated as such in accordance with Florida law. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

**I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT. IF PARTICIPANT IS A MINOR CHILD, I CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.**

<b>Park Creek Community Development District</b> <b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	
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**Continued on next page**

**This signature page to be completed by each member of household.**

<b>If Participant is 18 years of age or older</b>	
<b>Participant Name</b>	<b>Signature</b>
<b>Participant Name</b>	<b>Signature</b>
<b>Participant Name</b>	<b>Signature</b>
<b>Participant Name</b>	<b>Signature</b>
<b>Participant Name</b>	<b>Signature</b>
<b>Date</b>	
<b>Address</b>	

<b>If Participant is 17 years of age or younger</b>	
<b>Child's Name:</b>	<b>Parent/Guardian Name:</b>  <b>Signature:</b>
<b>Child's Name:</b>	<b>Parent/Guardian Name:</b>  <b>Signature:</b>
<b>Child's Name:</b>	<b>Parent/Guardian Name:</b>  <b>Signature:</b>
<b>Child's Name:</b>	<b>Parent/Guardian Name:</b>  <b>Signature:</b>
<b>Date</b>	
<b>Address</b>	
<b>Emergency contact</b>	
<b>Phone</b>	

**ATTACHMENT C – RENTAL AGREEMENT**

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## AMENITY CENTER AREAS RENTAL AGREEMENT

This Amenity Center Areas Rental Agreement (this “**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Park Creek Community Development District, a special-purpose unit of local government organized pursuant to Chapter 190, Florida Statutes (the “**District**”) and the Renter listed below (the “**Renter**”).

1. Renter

a. Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Phone  
Number: \_\_\_\_\_

2. The District owns and operates the Amenity Center Areas, including but not limited to the covered patio areas at the clubhouse.

3. Renter desires to reserve the [ ] covered patio area at clubhouse near pool, [ ] covered patio area at clubhouse across from playground, on \_\_\_\_\_ (date) from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

4. Security Deposit

- a. [ ] Applicable (covered patio areas at clubhouse)
  - i. A refundable security deposit of \$300.00 from Renter has been received. The Amenity Manager will review the checklist listed in the Facility Rental Policies section of the District’s Amenities Rules & Policies after the event. With satisfactory completion of all items on the checklist, the deposit will be returned.

5. Rental Fee

- a. [ ] Applicable (covered patio area at the clubhouse)
  - i. A non-refundable rental fee of \$\_\_\_\_\_ from Renter has been received.

6. If the Renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.

7. Renter shall not serve or permit any alcoholic beverages to be consumed unless the Board of Supervisors of the District has pre-approved a special event.

8. Renter is responsible for cleanup and restoring the Amenity Center Areas to the original condition immediately following the event.
9. District staff or authorized designees are authorized to end the event if they observe any damage being done to the property or other behavior they deem as reckless or inappropriate.
10. Renter, to the fullest extent of the law, hereby waives, releases, and discharges the District from any and all losses, claims, liability or damages, including but not limited to losses, claims, liability or damages to personal property or for any personal injury or harm suffered on District property in connection with the Rental and further agrees to hold the District harmless from, and will indemnify and defend the District against all liability or damage which may arise in any manner whatsoever, whether directly or indirectly, from the Rental.
11. Renter shall not damage, mar, or in any manner deface the Amenity Center Areas, and shall not cause or permit anything to be done which may in any manner damage, mar or deface the Amenity Center Areas. If the Amenity Center Areas, during the term of the Agreement, shall be damaged by the act, default or negligence of the Renter, or of any of the Renter's agents, employees, patrons, guests or any persons admitted to the Amenity Center Areas by the Renter, Renter agrees to pay to the District upon demand all sums as necessary to restore the Amenity Center Areas to its condition prior to the Rental.
12. Renter will comply with all laws, codes, and regulations of the United States, the State of Florida, and Hillsborough County, and Renter will pay any sales taxes or fees due to any authority arising out of Renter's use of the Amenity Center Areas.
- 13.
14. This Agreement is made and shall be construed under the laws of the State of Florida with venue in Hillsborough County, Florida.
15. In the event of any dispute or damage claim arising with respect to the enforcement of this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and costs incurred by reason of such action, including appellate proceedings.
16. Renter may not assign their rights or interest under this Agreement.
17. Renter, its agents, employees, patrons or guests shall not use the Amenity Center Areas for any unlawful purpose, and the Renter, their agents, employees, patrons and guests shall abide by the District's Amenities Rules & Policies.

18. This Agreement and the District's Amenities Rules & Policies form the entire agreement and neither party is to rely upon any oral representations made by the other party.

Renter's Signature: \_\_\_\_\_

Amenity Manager's Signature: \_\_\_\_\_