

**DURBIN CROSSING  
COMMUNITY DEVELOPMENT  
DISTRICT**

**POLICIES REGARDING DISTRICT  
AMENITY FACILITIES**

## USER FEE STRUCTURE

- (1) The annual user fee for non-resident fee paying families is Three Thousand, Five Hundred Dollars (\$3,500.00).
- (2) Two Facility Access Cards will be issued to each family **owning** property within the District and non-resident fee paying families, with a maximum of four (4) active Facility Access Cards per family at any time. There is a Twenty-Five Dollar (\$25.00) charge to replace lost or stolen cards.
- (3) From Spring Break to Labor Day a Patron family will be allocated 24 guest passes for use of the amenities, exclusive of the Fitness Center. Once the Patron family has exhausted these 24 complimentary guest passes, additional guest passes are available for purchase at a rate of \$5 per guest pass.
- (4) Guests are permitted in the Fitness Center on a fee-per-use basis and limited to two (2) per visit at the rate of \$10.00 per day, per guest.
- (5) Patron households are limited to a maximum of five (5) guests at any one time.
- (6) All guests must sign in or register with Amenity Center Staff, and must be accompanied by a Patron (as defined below) at all times.
- (7) *Insufficient Funds.* The District will charge Fifty Dollars (\$50.00) for any check returned due to insufficient funds.
- (8) All persons renting or leasing a home from persons owning property in the District pursuant to a current, written lease will be required to obtain Facility Access Cards from the property owner to whom the Facility Access Cards were issued.

## GENERAL PROVISIONS

- (1) Definitions.
  - (a) **“North Durbin Amenity Facility”** consists of the amenity building (offices and social hall), pool, water play feature, oyster pit, tot lot, tennis courts, basketball court, sports field, parking lots, open space and other appurtenances or related improvements, all located in Durbin Crossing North.
  - (b) **“South Durbin Amenity Facility”** consists of the amenity building (offices, social hall, and fitness center), pool, slide, children’s pool, tot lot, tennis courts, basketball courts, sports field, parking lot, open space and other appurtenances or related improvements, all located in Durbin Crossing South.
  - (c) **“Amenity Centers”** or **“Amenity Facilities”** consist of both the North Durbin Amenity Facility and South Durbin Amenity Facility.

(d) **“Amenity Center Staff”** shall mean the persons responsible for daily operation of the amenity center, including the Amenity Manager, lifeguards, facility attendants, maintenance personnel or any District employee.

(e) **“Amenity Facility Gated Area”** shall mean all facilities within the gated boundaries of the clubhouse area and includes, but is not limited to, the social halls, fitness rooms and Pool Area.

(f) **“Amenity Manager”** shall mean the individual responsible for oversight of the Amenity Centers and Amenity Center Staff.

(g) **“Board”** shall be defined as the District Board of Supervisors.

(h) **“District Property”** shall mean all property owned by the District including, but not limited to, the Amenity Centers, common areas, parking lots and ponds.

(i) **“Patron”** shall be defined as persons or entities who own real property within the District and those persons or entities who do not own land within the District who have paid the annual user fee.

(j) **“Policies”** shall mean these Policies Regarding the District Amenity Facilities.

(k) Except where otherwise specified, the terms **“Pool”**, and **“Swimming Pool”** shall mean the swimming pool, the slide and children’s pool at the South Durbin Amenity Facility and the pool, the slide and the water play feature at the North Durbin Amenity Facility. **“Pool Area”** shall mean all of the above, plus any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pool, excluding the Oyster Pit.

(2) Patrons must present their access cards and register upon entering the Amenity Centers.

(3) Except where specified otherwise, children under fourteen (14) years of age must be accompanied by a parent or adult over the age of eighteen (18) in the Amenity Facility Gated Area and throughout the Amenity Facilities.

(4) Except where specified otherwise, the Amenity Centers’ hours of operation are as follows:

(a) From the Day After Labor Day – April 30 (excluding the week of Spring Break for St. Johns County Schools):

Tuesday – Friday: 9 a.m. – 6 p.m.

Saturday and Sunday: 11 a.m. – 6 p.m.

Closed Mondays.

(b) May 1 – Labor Day and the week of Spring Break for St. Johns County Schools:

Tuesday – Thursday: 10 a.m. – 8 p.m.

Friday – Saturday: 10 a.m. – 8:30 p.m.

Sunday: 10 a.m. – 8 p.m.

Closed Mondays.

The Amenity Centers will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year’s Day, and Easter.

- (5) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Centers’ premises, except at pre-approved special events, subject to the Facility Rental Policies below.
- (6) Dogs or other pets (with the exception of “Service Animals”) are not permitted at the Amenity Centers. Where dogs are permitted, they must be leashed at all times.
- (7) 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, nor should vehicles be parked in common areas overnight.
- (8) Fireworks of any kind are not permitted in the Amenity Centers.
- (9) No Patron, visitor or guest is allowed in the service areas of the Amenity Centers.
- (10) These Policies may modified from time to time when necessary by:
  - (i) The Board at a publicly-noticed Board meeting; or
  - (ii) The Amenity Manager, subject to Board ratification at the next publicly noticed Board meeting.
- (11) The Board, Amenity Center Manager and Amenity Center Staff have full authority to enforce the District’s policies and rules.
- (12) All Patrons must use their card for entrance to the Amenity Centers. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Center Manager.
- (13) Smoking is not permitted anywhere in the Amenity Centers, except for designated areas.

- (14) Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges.
- (15) Glass and other breakable items are not permitted at the Amenity Centers.
- (16) Patrons and their guests shall treat Amenity Center Staff with courtesy and respect.
- (17) The Amenity Centers do not offer child care services to Patrons or guests.
- (18) Skateboarding is not allowed at the Amenity Centers.
- (19) No vehicular traffic is allowed on any District property that does not have proper roadways established unless they have permission from the District or local government.

*Loss or Destruction of Property or Instances of Personal Injury*

Each Patron and each guest as a condition of invitation to the premises of the Amenity Centers assume 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 the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Centers' premises any property or furniture belonging to the District or its contractors without written authorization. Patrons shall be liable for any property damage and/or personal injury at the Amenity Centers, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, their guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest 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 Centers' premises, shall do so at his or her own risk, and shall hold the Amenity Centers, the District, the Board, District employees, District representatives, District contractors, and District consultants, harmless for 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 their respective operators, Supervisors, employees, representatives, contractors, or agents.

Should any party bound by these Policies bring suit against the District, the Board, or District staff or consultants in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District, the Board, or District staff or consultants, said party shall be liable to the District for all costs and

expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

### **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 the Amenity Centers, Fitness Center, Swimming Pool, Tennis Facility, and Basketball 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 SWIMMING POOL RULES**

- (1) All Patrons and guests must sign in upon entry of the Pool Area. At any given time, an adult Patron may accompany up to five (5) guests at the Pool Area. Patrons and their guests are limited to a maximum of two (2) vehicles at the Amenity Centers.
- (2) Lifeguards and Slide Attendants are on duty only at the South Amenity Facility on a seasonal basis; the North Amenity Facility is unattended. Patrons and guests who use the Swimming Pool do so at their own risk.
- (3) Children fourteen (14) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area when attendants are present. When attendants are not present, an adult - at least eighteen (18) years of age - must accompany children under eighteen (18) years of age in the Pool Area.
- (4) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an “offensive volume” is in the sole discretion of Amenity Center Staff. Electrical equipment is not allowed around the pool facility.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Hours are

seasonal and subject to change. Swimming after dusk is prohibited by the Florida Department of Health.

- (6) Showers are required before entering the Pool Area.
- (7) Glass and other breakable items are not permitted in the Pool Area.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (9) Play equipment such as floats, rafts, snorkels, dive sticks and flotation devices must meet with Amenity Center Staff approval prior to use. The Amenity Center Staff reserves the right to prohibit use of any play equipment especially during times of peak or scheduled activity at the swimming pool or if the equipment provides a safety concern or nuisance as determined by Amenity Center Staff.  
The following items are generally *allowed*: noodles, kick boards, water wings, soft foam balls and dive sticks.  
The following items are generally *prohibited*: large rafts and inflatable floats, inflatable or any other type not specified herein, boogie boards, hard toys and battery operated toys.
- (10) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Centers or scheduled events.
- (11) Pets (with the exception of “Service Animals”), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time.
- (12) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
- (13) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties.
- (14) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the facility. Swimming pool hours will be posted. The Swimming Pools will be closed on Mondays (except for Memorial Day, Labor Day and, when applicable, July 4<sup>th</sup>).
- (15) Guests must be registered and accompanied by a Patron before entering the Pool Area.
- (16) Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed.
- (17) No chewing gum is permitted in the Pool Area.

- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (21) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.
- (22) Radio controlled water craft are not allowed in the Swimming Pool.
- (23) Swimming Pool entrances must be kept clear at all times.
- (24) Smoking is not permitted around the pool area.
- (25) No swinging on ladders, fences, or railings is allowed.
- (26) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (27) Loud, profane, or abusive language is prohibited.
- (28) Ride the slide at your own risk.
- (29) Children less than forty (40) inches tall are not permitted to ride the slide.
- (30) Children may ride the slide only if they demonstrate the ability to: (1) pass a swim test displaying an ability to swim the width of the recreation pool unassisted; and (2) observe all rules and display the ability to control their descent on the waterslide.
- (31) Only one person may ride the slide at a time. No shorts with snaps or rivets will be allowed on the slide.
- (32) Keep arms and hands inside flumes at all times.
- (33) No flotation devices are allowed on the water slide.
- (34) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
- (35) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (36) The Water Play Feature is limited to children aged thirteen (13) years and under,



supervised by an adult.

- (37) The Water Play Feature is not monitored by lifeguards.
- (38) Food and drink are not allowed within six (6) feet of the Swimming Pool.
- (39) The children's pool is unattended. Patrons swim at their own risk.
- (40) The children's pool is limited to children aged thirteen (13) years and under, supervised by an adult.
- (41) Coolers are prohibited in the Pool Area.

#### **SWIMMING POOL: THUNDERSTORM POLICY**

The lifeguards or Amenity Manager Staff is in control of the operation of the Pool Area during thunderstorms and heavy rain. The lifeguards or Amenity Manager Staff will control whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute Rule": The Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 (thirty) minutes has elapsed from the last sighting of lightning or sound of thunder.

#### **SWIMMING POOL: FECES POLICY**

- (1) If contamination occurs, the Pool may be closed for up to twelve (12) hours and the water will be chemically treated to kill the bacteria.
- (2) Parents should take their children to the restroom before entering the Pool Area.

#### **FITNESS CENTER POLICIES**

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Durbin Crossing Community Development District governing the Amenity Centers. Disregard or violation of the District's Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Center Staff is not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* The Fitness Center is available for use by Patrons and guests during the hours of

5:00 a.m. to 10:00 p.m.

- (2) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-940-5850.
- (3) *Eligible Users:* Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may use the Fitness Center only when accompanied by an adult. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) or older.

At any given time, a Patron may accompany up to two (2) guests at the Fitness Center. There will be a \$10 fee per guest that must be paid at the time of entry. Please note, that only cash or checks are accepted. Please make checks payable to; Durbin Crossing CDD.

All guests must sign a liability waiver before using the Gym. Any minor Guest using the gym must have a Parental release and liability waiver completed before using the gym.

Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at Amenity Centers prior to using the Fitness Center.

- (4) *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts (no tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Non-alcoholic beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) *General Policies:*
  - Each individual is responsible for wiping off fitness equipment after use.
  - Patrons who provide Personal Training or any Fitness of Sports Instruction services are prohibited from conducting such services at the Amenity Facilities, including but not limited to Swim Lessons, Yoga, Pilates, Weight Lifting and Tennis Lessons.
  - Use of hand chalk in the Fitness Center is prohibited.
  - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
  - Weights or other fitness equipment may not be removed from the Fitness Center.
  - Please limit use of cardiovascular equipment to thirty (30) minutes.
  - Step away from weight equipment between sets if other persons are waiting.
  - Return all weights to their original location.
  - Any fitness program operated, established and run by the District may have priority over other users of the Fitness Center.

- Wet bathing suits are not allowed in the Fitness Center.
- Strollers and infant carry seats are not allowed in the Fitness Center.
- Pets (with the exception of “Service Animals”) are prohibited from the Fitness Center.

### **BASKETBALL FACILITY POLICIES**

All Patrons and guests using the Basketball Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Durbin Crossing Community Development District governing the Amenity Facilities. Disregard or violation of the District’s policies and rules and misuse or destruction of Basketball Facility equipment may result in the suspension or termination of Basketball Facility privileges. Guests may use the Basketball Facility if accompanied by an adult Patron.

**Please note the Basketball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Basketball Facility are encouraged to consult with a physician prior to using the facility.**

- (1) *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Basketball Facility during designated operating hours. Children who are under twelve (12) years of age may use the Basketball Facility only when accompanied by an adult aged eighteen (18) or older.
- (2) *Hours.* The Basketball Facility is available during daylight hours. The facility may not be used after dark.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-288-9130.
- (4) *Proper Attire:* Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled or open-toe shoes are permitted.
- (5) The basketball courts are available on a first come, first serve basis. Each Patron and the Patron’s guests are limited to the use of one (1) basketball court when others are waiting.
- (6) *General Policies:*
  - Proper basketball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
  - Persons using the Basketball Facility must supply their own basketballs.
  - The Basketball Facility is for the play of basketball only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
  - Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the basketball courts.

- No chairs other than those provided by the District are permitted on the basketball courts.
- The courts must be left clean after use.

### TENNIS FACILITY POLICIES

**Please note the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.**

- (1) *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Tennis Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis Facility only when accompanied by an adult aged eighteen (18) or older.
- (2) *Hours.* The Tennis Facility at the North Durbin Amenity Facility shall be available from sunrise until 9 p.m. daily. The Tennis Facility at the South Durbin Amenity Facility shall be available from sunrise until 10:30 p.m. daily.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-288-9130.
- (4) *Proper Attire:* Proper tennis shoes and attire are required at all times while on the courts.
- (5) The tennis courts are available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court when others are waiting.
- (6) *General Policies:*
  - Proper tennis etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
  - Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
  - The Tennis Facility is the play of tennis only. Pets (with the exception of "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
  - Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis courts.
  - No chairs other than those provided by the District are permitted on the tennis courts.
  - Lights at the Tennis Facility must be turned off after use.
  - Children under the age of fourteen (14) are not allowed to use the Tennis Facility unless accompanied by an adult.

### TOT LOT/SPORTS FIELD POLICIES

**Please note the Tot Lot and Multi-Purpose Sports Field are unattended facilities and persons using the facilities do so at their own risk.**

- (1) *Reservations.* Patrons may reserve the tot lot/sports field or various open athletic fields surrounding the Durbin Crossing Amenity Centers by submitting a request to the Amenity Manager Staff for approval by the Board of Supervisors at a Board Meeting.
- (2) *Hours:* The Tot Lot shall be available for use from dawn to dusk.
- (3) Children under the age of eight (8) must be accompanied by an adult aged eighteen (18) or older.
- (4) Children eleven (11) years and older are not permitted to play on the Tot Lot equipment.
- (5) Alcoholic beverages, glass containers and other breakable items are prohibited.
- (6) The use of profanity or disruptive behavior is prohibited.
- (7) No roughhousing on the Tot Lot.
- (8) Persons using the Tot Lot must clean up all food, beverages and miscellaneous trash brought to the Tot Lot.
- (9) *Use* of the Tot Lot may be limited from time to time due to a District-sponsored event.

#### FACILITY RENTAL POLICIES

Patrons may reserve for rental certain portions of the Amenity Centers for private events. The daily guest limits referenced on page one (1) shall not apply to guests attending a Patron-sponsored function at a rented Facility. Except as set forth below, only one (1) room or portion of each Amenity Center Social Hall is available for rental on any given day and reservations may not be made more than six (6) months prior to the event. In addition, each Patron may rent a portion of the Amenity Centers no more than four (4) times per calendar year. Patrons interested in doing so should contact the Amenity Manager Staff regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Centers are unavailable for private events on the following holidays:

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

- (1) *Available Facilities:* The following areas of the Amenity Centers are available for private rental for up to four (4) total hours (including set-up and post-event cleanup), at the following room rental fees:

*North Durbin Facility Social Hall: One Hundred Forty Dollars (\$140.00).  
[Capacity: 40 persons including residents and children over five (5) years old.]*

*South Durbin Facility Social Hall: One Hundred Forty Dollars (\$140.00)  
[Capacity: 40 persons including residents and children over five (5) years old.]*

*Patio and Kitchen Area: Forty Dollars (\$40.00)  
[Capacity: 25 persons including residents and children over five (5) years old.]*

The Social Halls and Patio and Kitchen Area at each Amenity Facility may be rented together. Such rental will require only one deposit but will be subject to the rental fee for both areas. Patio and Kitchen Area may be rented separately from the Social Halls, however, the Patio and Kitchen Area and Social Hall cannot be rented simultaneously by two different parties. Patio and Kitchen Area rentals will have access to the patio and Kitchen.

**The Pool Areas of the Amenity Centers 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 Centers shall be responsible for any and all damage and expenses arising from the event.**

- (2) *Reservations:* Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application. At the time of submission, the Patron shall provide the rental fee referenced above and a deposit as set forth below. Rental fees may be paid in cash or by check or credit card. The Amenity Manager Staff 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.
- (3) *Staffing:* During the Amenity Centers' operating hours in which Amenity Center Staff is present, private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff will be required at a rate of Sixty Dollars (\$60.00) per event. Checks or money orders for the additional staff shall be payable to *Amenity Services Group*.
- (4) *Deposit:* As stated above, a deposit in the amount of Five Hundred Dollars (\$500.00), is required at the time the reservation is approved. Deposits may be in the form of check payable to the District and may be submitted in two deposits, with the first check in the amount of One Hundred Dollars (\$100.00) and the second check in the amount of Four Hundred Dollars (\$400.00), or, alternatively, with the first check in the amount of One Hundred Fifty Dollars (\$150.00) and the second check in the amount of Three Hundred Fifty Dollars (\$350.00). Should the District obtain a credit card machine, checks will no longer be accepted for deposits. At that time, the deposit may be in the form of cash or in accordance with the following procedure: in lieu of cash, the Patron may provide a credit card, which the District shall imprint and on which account the District shall hold funds

in the amount of the deposit. To receive a full refund of the deposit or a release of held funds, the following must be completed:

- 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 Centers and its property.
- Patron and Patron's guests are required to adhere to all Amenity Center 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.

If additional cleaning of rented facilities is required, the Patron reserving the facility will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager Staff shall determine the amount of deposit to return, if any.

The last event of the day must be finished, including post-event cleanup, by 10:00 p.m. Failure to do so will result in the forfeiture of any or all of the deposit. Any event that exceeds the rental time, violates the Amenity Center Policies or fails to conduct post-event cleanup, will forfeit all or a part of their deposit. The Amenity Manager Staff shall determine the amount of deposit to return, if any.

(5) *Alcohol Policies.*

Patrons intending to serve alcohol at a rented 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, Amenity Services Group 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, Fla. Stat.

Patrons must hire a certified bartender to dispense alcohol.

(6) *General Policies:*

No decorations may be affixed to the walls, doors or any fixtures.

Patrons are responsible for ensuring that their guests adhere to these Policies.

The areas of the Amenity Centers listed above may be rented after normal operating hours until 12:00 a.m.

The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.

No glass, breakable items or alcohol are permitted in or around the pool deck area.

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.

(7) *Party Coordinator:*

Social Hall parties will have a Party Coordinator at a rate of Sixty Dollars (\$60.00) per event.

The role of the Party Coordinator is to protect assets by being hands on with the host of the party to include time management, monitoring acceptable decorating, crown management and clean up. General duties of the Party Coordinator include:

Checking guests and attendees in and out.

Helping host with room and furniture set up.

Monitoring trash.

Ensuring clean up and breakdown of the party is acceptable.

Time management of party to keep within four (4) hour timeframe allotted. The Party Coordinator will document a start time and an end time, including clean up, that the resident must initial.

**SUSPENSION AND TERMINATION OF PRIVILEGES**

(1) Privileges at the Amenity Centers can be subject to suspension or termination in the sole discretion of the Board if a Patron:

- Submits false information on the application for a Facility Access Card.
- Permits unauthorized use of a Facility Access Card.
- Exhibits unsatisfactory behavior, deportment or appearance.
- Fails to abide by the rules and policies established for the use of facilities.
- Treats Amenity Center Staff in an unreasonable or abusive manner.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Centers or Amenity Center Staff.
- Is arrested while on the premises of the Amenity Centers.

(2) Amenity Center Staff may at any time remove any Patron or guest from the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.



- (3) Notwithstanding the foregoing, any time a Patron is arrested for an act committed, or allegedly committed, while on the premises of the Amenity Centers, such Patron shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's privileges.

Any Patron whose privileges have been terminated is entitled to appeal such termination to the Board of Supervisors, whose determination on appeal shall be final.

The above Policies were amended and adopted by the Durbin Crossing Community Development District Board of Supervisors this 22<sup>nd</sup> day of August, 2016.

  
Secretary/Assistant Secretary

  
Chairperson/Vice Chairperson