

**ABERDEEN
COMMUNITY DEVELOPMENT DISTRICT**

**Policies Regarding District
Amenity Facilities**

USER FEE STRUCTURE

- (1) The annual user fee for non-residents is Two Thousand, Five Hundred Dollars (\$2,500.00).
- (2) Two Facility Access Cards will be issued to each Patron Household (as defined below) within the District, and each non-resident fee paying user, with a maximum of four (4) active Facility Access Cards per Patron Household or non-resident fee paying user at any time. There is a Twenty-Five Dollar (\$25.00) charge to replace lost or stolen cards.
- (3) Patron Households (as defined below) and non-resident fee paying users are limited to a maximum of five (5) guests at any time.
- (4) All guests must sign in or register with Amenity Center Staff, and must be accompanied by a Patron or non-resident fee paying user (as defined below) at all times.
- (5) 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.
- (6) Each Patron Household and non-resident fee paying user may be issued one guest card, at no charge, which will provide twenty-four guest uses per calendar year. Guest Cards will expire at the end of the calendar year regardless of whether they are fully utilized or not. If all twenty-four visits are used, additional Guest Cards may be purchased for \$60.00 dollars that will provide for an additional twenty-four guest uses. Alternatively, a guest pass may be purchased for \$5.00 per guest, per visit.

GENERAL PROVISIONS

- (1) Definitions.
 - (a) **“Amenity Center”** or **“Amenity Facility”** consists of the amenity building (offices, social hall and fitness center), Pool Area (as defined below), tennis courts, basketball court, playground, parking lots, open space and other appurtenances or related improvements, all located in the Aberdeen Community Development District.
 - (b) **“Amenity Center Staff”** shall mean the persons responsible for daily operation of the Amenity Center, including the Amenity Manager (as defined below), lifeguards, facility attendants, maintenance personnel or any District employee.
 - (c) **“Amenity Manager”** shall mean the individual responsible for oversight of the Amenity Center and Amenity Center Staff.
 - (d) **“Board”** shall be defined as the District Board of Supervisors.
 - (e) **“District”** shall mean the Aberdeen Community Development District.

- (f) **“District Property”** shall mean all property owned by the District including, but not limited to, the Amenity Center, common areas, parking lots and ponds.
 - (g) **“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.
 - (h) **“Patron Household”** shall be defined as all members of a Patron’s household. Unless specified elsewhere, each member of a Patron Household shall be considered to be a Patron.
 - (h) **“Policies”** shall mean these Policies Regarding the District Amenity Facilities.
 - (i) Except where otherwise specified, the terms **“Pool”**, and **“Swimming Pool”** shall mean the swimming pool and the slide. **“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.
 - (j) **“Social Hall”** shall be defined as the indoor gathering room available for rental or special programs.
 - (k) **“Social Hall Patio”** shall be defined as the outdoor fenced off patio adjacent to the Social Hall.
- (2) Patrons must present their Facility Access Cards and register upon entering the Amenity Center.
 - (3) Except where specified otherwise, children under fourteen (14) years of age must be accompanied by a parent or adult sixteen (16) years of age or older.
 - (4) The Amenity Center and Amenity Office 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 Center premises, except at pre-approved special events in accordance with the Facility Rental Policies below.
 - (6) Dogs or other pets (with the exception of “Service Animal(s)” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. 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:

- (a) If the Service Animal is out of control and the handler does not take effective measures to control it;
- (b) If the Service Animal is not housebroken; or,
- (c) 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.

- (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 Center.
- (9) No Patron, visitor or guest is allowed in the service areas of the Amenity Center.
- (10) These Policies may be modified from time to time when necessary by:
 - (a) The Board at a publicly-noticed Board meeting; or
 - (b) The Amenity Manager, upon approval of the Board Chairperson, and subject to Board ratification at the next publicly-noticed Board meeting.
- (11) The Board, Amenity Center Staff and Amenity Manager have full authority to enforce the District's policies and rules.
- (12) Facility Access Cards will be issued to Patrons upon becoming owners of real property within the District or upon payment of the annual user fee. All Patrons must use their card for entrance to the Amenity Center. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Center Manager. There will be a Twenty-Five Dollar (\$25.00) card replacement fee.
- (13) Smoking (including e-cigarettes, vape pens, etc) is not permitted anywhere in the Amenity Center or within 25 feet of any entrance to the Amenity Center.
- (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 Center.
- (16) Patrons and their guests shall treat Amenity Center Staff with courtesy and respect.
- (17) The Amenity Center does not offer child care services to Patrons or guests.

- (18) Skateboarding is not allowed at the Amenity Center.
- (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.
- (20) The District will charge Fifty Dollars (\$50.00) for any check returned due to insufficient funds.
- (21) Commercial advertisements shall not be posted or circulated in the Amenity Center. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted at the Amenity Center unless generated by Amenity Center Staff to promote District events or approved in writing by the District.
- (22) Firearms are not permitted at the Amenity Center or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.

GENERAL SWIMMING POOL RULES

- (1) Swimming is permitted only during designated hours, as posted at the pool. Hours are seasonal and subject to change. The Pool Area will be closed on Mondays (except for Memorial Day, Labor Day and, when applicable, July 4th). Swimming after dusk is prohibited by the Florida Department of Health.
- (2) All Patrons and guests must sign in upon entry of the Pool Area. At any given time, Each Patron household is permitted five (5) *guests* at the Pool Area.
- (3) Lifeguards and Slide Attendants are on duty only on a seasonal basis. **Patrons and guests who use the Swimming Pool do so at their own risk.**
- (4) Children fourteen (14) years of age and younger must be accompanied by a Patron or guest at least sixteen (16) years of age in the Pool Area.
- (5) Radios, televisions, music devices, video devices, tablets, phones, laptops and the like may be listened to if equipped with headphones. Electrical equipment is not allowed around the pool facility.
- (6) The chair lift(s) in the Pool Area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.
- (7) Showers are required before entering the Pool Area.

- (8) Glass and other breakable items are not permitted in the Pool Area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swim suit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool. Children under three (3) years of age, and those who are not reliably toilet trained or that wear swim diapers are prohibited from swimming in the lap pool.
- (10) 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 reserve 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*:

- pool noodles, kick boards, water wings, soft foam balls, and dive sticks.

The following items are *prohibited*:

- large rafts or any inflatable beyond infant swim rings, boogie boards, Mermaid tails, hard toys, battery operated toys, squirt guns or any other item deemed a safety concern or a nuisance to other patrons.

- (11) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Center or scheduled events.
- (12) Pets (other than 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.
- (13) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
- (14) 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, personal training, aquatic/recreational programs and pool parties.
- (15) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the facility.
- (16) Guests must be registered and accompanied by a Patron before entering the Pool Area.
- (17) Appropriate swimming attire (swimsuits) must be worn at all times. No thongs, Brazilian bikinis or similar revealing styles are allowed. No street clothes, including, but not limited to cutoffs and jeans, are permitted in the pool.
- (18) Chewing gum is not permitted in the Pool Area.
- (19) Alcoholic beverages are not permitted in the pool area.

- (20) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (21) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area and deck.
- (22) 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.
- (23) Radio controlled water craft are not allowed in the Swimming Pool.
- (24) Swimming Pool entrances must be kept clear at all times.
- (25) Smoking (including e-cigarettes, vape pens, etc) is not permitted around the pool area.
- (26) No swinging on ladders, fences, or railings is allowed.
- (27) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (28) Loud, profane, or abusive language is prohibited.
- (29) Ride the slide at your own risk.
- (30) Children less than forty (40) inches tall are not permitted to ride the slide.
- (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. Head-first slide riding is prohibited.
- (33) No flotation devices or goggles 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) Coolers 32 gallons or less are permitted inside the pool area. Patrons and their guests are prohibited from bringing glass, breakable items or alcoholic beverages in a cooler into the Pool Area. Amenity Center Staff may deny entry of any cooler or require removal of a cooler from the Pool Area where suspected to be in violation of this policy. Coolers may be prohibited on holidays or specific events.

SWIMMING POOL: THUNDERSTORM POLICY

The lifeguards and/or Amenity Manager are in control of the operation of the Pool Area during thunderstorms and heavy rain. 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 Amenity Center Staff.

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.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear an appropriate lined swim diaper and a swimsuit over the swim diaper.

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 Aberdeen Community Development District governing the Amenity Center. 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 fifteen (15) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fourteen (14) years of age may use the Fitness Center only when accompanied by an adult at least sixteen (16) years of age. No children under twelve (12) years of age are permitted in the Fitness Center.

A Patron at least sixteen (16) years of age may accompany up to two (2) guests at 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), 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 may retain personal trainers for use at the Fitness Center at the Patron's own expense and risk.
 - Patrons are prohibited from providing paid services to guests throughout the Amenity Center, including but not limited to, swim lessons, group exercise classes, personal training and basketball lessons.
 - Audio players and the like are not permitted unless they are personal units equipped with headphones and played at a volume that does not disturb others.
 - Weights or other fitness equipment may not be removed from the Fitness Center.
 - Please limit use of cardiovascular equipment to thirty (30) minutes if others are waiting.
 - 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.

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 Aberdeen 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 that 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 at least sixteen (16) years of age.

A Patron at least sixteen (16) years of age may accompany up to two (2) guests at the basketball court.

- (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 904-940-5850.
- (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 Facility is available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one-half (1/2) of the basketball court when others are waiting, to allow two (2) groups to use the Basketball Facility at a time.
- (6) *General Policies:*
 - Proper basketball etiquette shall be adhered to at all times. The use of profanity or 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, 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 court must be left clean after use.
 - No pets (other than Service Animals) are permitted at the Basketball Facility.

PLAYGROUND POLICIES

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

- (1) *Hours:* The Playground shall be available for use from dawn to dusk.
- (2) Children under the age of eight (8) must be accompanied by an adult at least sixteen (16) years of age.

- (3) Children eleven (11) years and older are not permitted to play on the Playground equipment.
- (4) Alcoholic beverages, glass containers and other breakable items are prohibited.
- (5) The use of profanity or disruptive behavior is prohibited.
- (6) No roughhousing on the Playground.
- (7) Persons using the Playground must clean up all food, beverages and miscellaneous trash brought to the Playground.
- (8) Use of the Playground may be limited from time to time due to a District-sponsored event.
- (9) No pets (other than Service Animals) are permitted on the Playground.

BARBECUE GRILL POLICIES

- (1) Use of the Barbecue Grill is limited to Patrons, their guests and their family members.
- (2) Except during District-sponsored events, the Barbecue Grill may only be used when the Amenity Facility Staff is present.
- (3) Use of the Barbecue Grill is on a first come, first serve basis. However, Patrons renting the Social Hall or Shade Structure in accordance with the Facility Rental Policies below may reserve the Barbecue Grill for up to one (1) hour during the facility rental.
- (4) **Use of the Barbecue Grill is at the Patron's own risk.**
- (5) No persons under the age of eighteen (18) may operate the Barbecue Grill at any time.
- (6) Glass and other breakable items are not permitted around the Barbecue Grill.
- (7) Alcoholic beverages are not permitted around the Barbecue Grills.
- (8) Patrons must thoroughly clean the Barbecue Grill after each use. Patrons must, at a minimum, remove all food remnants, trash and cooking implements.
- (9) Patrons must provide their own cooking utensils or instruments.
- (10) Patrons must notify Amenity Facility Staff when they have finished using the Barbecue Grill. Staff will ensure that the Barbecue Grill has been properly cleaned and secured.

FACILITY RENTAL POLICIES

Patrons may reserve for rental certain portions of the Amenity Center 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. Only one (1) room or portion of an Amenity Center is available for rental at any given time and reservations may not be made more than six (6) months prior to the event. In addition, each Patron may reserve a portion of the Amenity Center for rental up to four (4) times per calendar year. Notwithstanding these reservation limitations, a Patron may be permitted to reserve a portion of the Amenity Center for rental within fourteen (14) days of the requested rental date. Patrons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Center are unavailable for private events on the following holidays:

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

(1) *Available Facilities:* The following areas of the Amenity Center 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:

- Social Hall and Social Hall Patio - Seventy-Five Dollars (\$75.00).
Social Hall maximum capacity - fifty-four (54) persons
Social Hall Patio maximum capacity - twenty (20) persons:
- West or East Pool Area Shade Structure – No rental fee
Maximum capacity twenty-five (25) persons
Both Pool Area Shade Structures are available for reservation during normal pool operating hours. No alcohol may be served at private events held at either Shade Structure.

The Patron renting any portion of the Amenity Center 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 a completed Facility Use Application. For Social Hall rentals, at the time of submission, two (2) checks or money orders (no cash) made out to the *Aberdeen Community Development District* should be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Center. One (1) check should be in the amount of the room rental fee referenced above and the other check should be in the amount of Two Hundred and Fifty Dollars (\$250.00) for parties of up to twenty-five (25) attendees and Five Hundred Dollars (\$500.00) for parties with twenty-six (26) or more attendees as a deposit. The Amenity Manager 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:* When Amenity Center Staff is required at a private event, Patrons shall be required to pay for the Amenity Center Staff at a rate to be determined by the Amenity Manager. Checks or money orders for Amenity Center Staff shall be payable to *Vesta Property Services*.
- (4) The Social Hall Patio may be used by Patrons and their guests without a reservation at times when the Social Hall is not being rented or otherwise used. Alcohol is not permitted in the Social Hall Patio area unless rented in accordance with these policies.
- (5) *Deposit:* As stated above, private rental of the Social Hall requires a deposit in the amount of either Two Hundred and Fifty Dollars (\$250.00) or Five Hundred Dollars (\$500.00) at the time the reservation is approved. To receive a full refund of the deposit, and to avoid cleaning charges following a private rental, 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 property has been removed from the Amenity Center.
 - Ensure that no damage has occurred to the Amenity Center and/or any property in the Amenity Center.

The Amenity Manager shall determine the amount of deposit to return, if any. Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated by the Patron at the time of submittal of the Facility Use Application. Photo identification shall be required for the return of deposit checks.

- (6) *Adherence to Rules and Policies.* Patron and Patron's guests are required to adhere to all rules and policies related to the Amenity Facility. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit.
- (7) *Events Held After Operating Hours.* Events scheduled in whole or in part after the Amenity Facility hours of operation require an additional Amenity Center Staff member present for the entire duration of the event at a rate determined by the Amenity Manager.
- (8) *Additional Cleaning.* 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.
- (9) *Alcohol Policies.*

- Patrons and their guests aged twenty-one (21) or older may bring their own alcoholic beverages for their own consumption at a private event in the Social Hall. Such Patrons and their guests agree to comply with applicable Florida laws and further 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, the consumption of alcohol. Patrons and their guests 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 intending to serve alcohol to other Patrons or guests at a rented facility must so indicate on the Facility Use Application and complete an Alcohol Request Form. Any Patron who does not (1) so indicate at the time the application is submitted, and (2) complete the Alcohol Request Form, 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, Vesta Property Services 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, 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.
- Amenity Center Staff must be on premises at all private events at which alcohol is served. Patrons shall be required to pay for the Amenity Center Staff at a rate to be determined by the Amenity Manager.

(10) *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.
- Social hall rental times are not to exceed 11:00 p.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.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) Privileges at the Amenity Center are subject to suspension or termination in the sole discretion of the Board or an appointee thereof 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 Center or Amenity Center Staff.
 - Is arrested while on the premises of the Amenity Center.
 - Fails to pay fees owed to the District in a proper and timely manner.
 - Damages or destroys District property.
- (2) Amenity Center Staff may at any time remove any Patron or guest from the Amenity Facilities and suspend all amenity privileges for the remainder of the day for any violation of these Policies.
- (3) The Amenity Center Manager may suspend all amenity privileges from the time of the violation of these Policies to the next regular meeting of the Board of Supervisors. At the Board meeting, the Board will be presented with the facts surrounding the violation and the Board may make a recommendation of suspension or termination of the Patron's amenity privileges, which suspension or termination may include members of the Patron's household.
- (4) Notwithstanding the foregoing, any time a Patron is arrested for an act committed, or allegedly committed, while on the premises of the Amenity Center, 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 suspension or termination of the Patron's amenity privileges, which suspension or termination may include members of the Patron's household.
- (5) 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.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenity Facilities 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 Amenity Facilities, 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 at the Amenity Facilities, whether in lockers or elsewhere.

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.

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.

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.

**The above Polices were amended and adopted by the Aberdeen Community
Development District Board of Supervisors this 24th day of November, 2020.**

DocuSigned by:

Ernesto Torres

Secretary/Assistant Secretary

DocuSigned by:

Angela Andrews

Chairperson/Vice Chairperson