

# TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AMENITY COMPLEX POLICIES

**This document outlines uniform policies for use of facilities owned by the Tolomato Community Development District (the “District”), including the Splash Water Park, Nocatee Swim Club, Greenleaf Park, Twenty Mile Park, Twenty Mile Post, Cypress Park, Fitness Club, Welcome Center, Athletic Courts, Nocatee Room banquet facilities, Administrative Offices, surrounding common areas and related parking areas (collectively, the “Amenity Complex”).**

**Upon receiving a copy of these policies, recipients are asked to read and sign the enclosed waiver form indicating his/her acceptance of these policies. Information contained in these policies is current as of the date of this publication. District staff will disseminate notification of changes to these policies by posting changes at the Amenity Complex and may also disseminate via a community newsletter and/or website.**

## **RESIDENT CARD HOLDERS**

1. The District will issue an access card (“Resident Card”) to the following individuals (“Residents”):
  - a. Deed holder within the District, not to exceed two adults.
  - b. Tenants of deed holders excluding apartment residents. Deed holders are required to sign an Amenity Release Form transferring their amenity rights to the tenant. It is the responsibility of the deed holder to inform their tenants how to apply for Resident Cards. The District will provide Resident Cards to tenants once per twelve month period at no charge, based on lease start date. Additional Resident Cards will cost \$15 per card, per person for all persons three years or older. Tenants must provide District staff with a copy of the signed lease. Once a tenant qualifies for a Resident Card, the deed holder retains no rights to use the facilities in the Amenity Complex. Tenants must turn in their access cards upon termination of lease. There will be a charge of \$15, to property owner, per originally issued card, if not turned in to Resident Service office. Tenants may only be changed one time per twelve month period.
  - c. Apartment Owners shall submit to the District the names and unit numbers of all new Lease Holders as well as the lease term. Apartment Owners shall notify the District of all terminated leases within 72 hours of termination. Resident Cards shall be issued for the term of the lease. The District will provide Resident Cards to tenants once per twelve month period at no charge. Additional Resident Cards will cost \$15 per card, per person for all tenants three years or older. Apartment Owners must turn in expired Resident Cards upon termination of lease. There will be a charge of \$15 to the Apartment Owner for each Card not surrendered to the Resident Services Office. Resident Card holders are subject to the eligibility requirements as detailed in this section.
  - d. Permanent full-time Residents of Assisted Living Facilities and Independent Living Facilities shall be eligible for Resident Cards on the same basis as Apartment Residents.
  - e. Persons not holding a deed within the District that purchase the rights of a Resident at a

cost of \$3,000 per year. Such rights shall be good for 12 months from the date of purchase.

- f. Persons designated by non-residential landowners as detailed separately.
2. In addition, each Resident shall be entitled to a Resident Card for other eligible persons as described below (“Family”).
  - a. Spouse of Resident;
  - b. Children, including step children, living at home up to 25 years old;
  - c. Children, including step children, not living at home that are full-time students, up to 25 years old; and
  - d. Parents of Resident, provided the parent has the same permanent address as the Resident, within Nocatee, as evidenced by a driver’s license or alternative Florida ID with the Nocatee address on it.
  - e. An adult unrelated to Resident may qualify as Family, provided they have the same permanent address as the deed holder, within Nocatee, as evidenced by a driver’s license or Florida ID with the Nocatee address on it, and the total number of Resident Cards does not exceed two adults per household. The election of an unrelated adult may only be made once a year and cannot be changed.
3. The total number of Resident Cards may not exceed two adults per household, except as provided for above.
4. In the event where a deed holder is not a natural person, Resident Cards may not exceed two adults per household.
5. The total number of Resident Cards may not exceed two adults, even in cases where deed holders exceed two persons.
6. The District will issue up to five Resident Cards to Residents and their Family as defined above at no charge. Additional Resident Cards are \$5.00 each.
7. Replacement cards for lost, stolen or damaged Resident Cards are available for a fee of \$15.00 each.
8. All persons over age 3 must have a valid and current Resident Card to enter the Splash Water Park. A \$5.00 replacement card fee will be charged once the child turns 16 years old. A new picture will be taken, card printed and access to adult areas will be given.
9. Prospective Resident Card recipients, as listed above, must provide proof of eligibility.
10. Except as otherwise provided in these policies, Resident Cards are non-transferrable.
11. Resident Cards may not be sold.
12. Simply maintaining a residence within the District does not qualify an individual for Resident status or for a Resident Card. Eligible persons must meet the qualifications established herein.

## **GUEST POLICIES**

1. Each household will be issued one guest card (a “Guest Card”) good for twelve daily guest passes (“Daily Passes”) per calendar year. Each Daily Pass is good for one daily guest visit to all access district amenities during that year with the exception of the Fitness Club and Swim Club. Additional Guest Cards, each good for twelve Daily Passes, may be purchased for \$75.00. There is a limit of three additional Guest Cards for each Resident Household. Guests other than Houseguests must be accompanied by a Resident when entering the Splash Water Park.
2. Guest Cards are non-transferrable. Guest cards cannot be sold.

3. Maximum 30 guests per day at the Splash Water Park and 2 guests per day at the Athletic Courts, per household.
4. District issued free Guest Cards expire at December 31 of the year issued. Purchased Guest Cards do not expire.
5. The Swim Club and Fitness Club are Resident only facilities, except for designated District events.
6. Lost Guest Cards will not be replaced.
7. A Houseguest is a guest who resides outside the 40 mile radius surrounding the District and is a short term overnight visitor to a Resident. A Houseguest may purchase a pass for weekly admission to the Splash Water Park and Fitness Club for a fee of \$25 per person (a "Houseguest Pass"). This pass is valid for seven calendar days starting with the day of purchase. Houseguests with a Houseguest Pass are not required to be accompanied by a Resident, however, the Resident must accompany their Houseguest at the time of purchase of a Houseguest Pass. Photo identification, or other proof of residency, is required by a Houseguest to purchase a Houseguest Pass. The status of Houseguest only applies during the term of their visit which they possess a valid Houseguest Pass. Each Houseguest is limited to two (2) Houseguest Passes per year.

### **GRANDPARENT POLICY**

1. A Grandparent designation may be requested by a Resident who (i) has no dependent children that qualify for a Resident Card and (ii) has at least one grandchild.
2. A Grandparent, for purpose of this policy, is the Resident Card holder, and grandchildren are legal grandchildren of said card holder.
3. This Grandparent designation will allow up to two grandchildren, up to age 25, to accompany the Resident to the Splash Water Park without the use of a Guest Card. The Resident must accompany the grandchildren at all times.
4. Only two grandchildren per household will be granted access to the Waterpark on any given day under the Grandparent Policy. Any additional grandchildren will require a Guest Cards for access.
5. All guests that are not grandchildren will require the use of a Guest Card for access.

### **GENERAL PROVISIONS**

1. **ALL PERSONS USE AND ENJOY THE AMENITY COMPLEX AT THEIR OWN RISK.**
2. All users must have their Resident Card, Guest Card, or Houseguest Pass with them while at the Splash Water Park, Swim Club, Athletic Fields and Fitness Club. This acts not only as a magnetic key card to enter the facility but also as a form of identification.
3. Members of the Board of Supervisors and District staff shall have full authority to enforce these rules and regulations.
4. The District, or its staff, is not responsible for any lost, stolen, or damaged items.
5. Sharp or potentially hazardous objects are not permitted in the pool area.
6. No balls or toys that could be a hazard are allowed
7. The District is not responsible for the conduct of third parties at or on the District's Amenity Complex.

8. NO ALCOHOLIC BEVERAGES are permitted anywhere at the Amenity Complex, except as permitted in the Nocatee Room with District approval and adequate liability insurance on file with the District, purchased from the Sun Deck within the Nocatee Splash Waterpark, or purchased directly from the District.
9. NO CHEWING GUM is permitted in the Amenity Complex.
10. NO SMOKING OR TOBACCO PRODUCTS, including E-cigarettes and similar devices are permitted at the Amenity Complex.
11. No soliciting at the Amenity Complex.
12. No skateboard or motorized scooter riding at the Amenity Complex. This includes, but not limited to parking lots and sidewalks.
13. No pushing or aggressive behavior.
14. Courtesy toward District staff and other Amenity Complex users is expected at all times.
15. Dumping or littering is prohibited.
16. Disturbing plant or animal habitat is prohibited.
17. Personal barbeque grills and deep fryers are not permitted at the Amenity Complex.
18. Fireworks of any kind are not permitted anywhere at the Amenity Complex or on any District property. Sparklers are allowed where preapproved by District staff.
19. No pets are allowed, except Service Animals and animals related to District events.
20. Vehicles must be parked in designated areas only. Golf carts must be parked in the parking lot, or designated areas, and are not permitted on any other District grounds unless used for District maintenance.
21. No overnight parking is allowed at the Amenity Complex. Parking is only for the Residents and their guests while using the Amenity Complex. Any vehicle left over night without notification to the office may be towed at the owners' expense.
22. No commercial vehicles may be parked unattended for more than two hours at any CDD amenity or any CDD owned road.
23. Residents are responsible for actions of their guests, and such actions may result in loss of amenity privileges by the Resident.
24. District parks, including event fields at Splash and Spray Waterparks, Twenty Mile Park, Twenty Mile Post, and Cypress Park and Greenleaf Park specifically do not allow the following without express written permission from District staff:
  - a. Drones and other flying objects
  - b. Golfing
  - c. Cleats
  - d. Organized team practices or games
  - e. Services or activities for a fee

In addition District staff can prohibit other activities which would create health or safety issues or impair general usage of the park facilities.

## **GENERAL SPLASH WATER PARK POLICIES**

### **Schedule**

1. The Splash Water Park will be closed one day per week (typically on Mondays with the exception of District designated holidays) to facilitate maintenance.

2. Swimming is permitted only during designated times, as posted at the pool and determined by staff.
3. Certain times may be designated as USE AT YOUR OWN RISK. During such designated times:
  - a. There will be no Pool Attendants on duty
  - b. Each individual is responsible for his or her own safety.
  - c. The Rip Tide Slides and the Lazy Tides River will be closed.
4. District staff may monitor usage levels at the Splash Water Park and adjust the hours of operation or number of pool attractions available in order to ensure the facilities serve the community in the most efficient and effective manner.
5. The Rip Tide Slides and the Lazy Tides River will be closed for any day when the forecasted high temperature for the day, as projected by the National Weather Service, is less than 72 degrees. Pools will remain open as Use At your Own Risk.
6. The Splash Water Park and District staff 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/recreation programs and pool parties.
7. Any person swimming when the Splash Water Park is closed, or using any attraction when that attraction is closed, may be suspended from the Amenity Complex, or any part thereof and may be subject to trespassing violations.

#### Residents and Guests

1. Everyone must present their Resident Cards, Houseguest Passes or Guest Cards and sign in upon entering the Splash Water Park. Guests other than Houseguests must be accompanied by a Resident when entering the Splash Water Park.
2. The number of guests for each Resident household is limited to 30 per day.
3. In the event of a pool closure for longer than one continuous hour, within two hours of arrival with Guests a Resident may obtain a raincheck for guests.
4. Children 12 years and younger must be accompanied by an adult at least 16 years of age at all times for usage of the Splash Water Park.
5. A parent or guardian must be within arm's length of a non-swimmer at all times when in the water regardless of the type of floatation devices used.

#### General Rules

1. Proper swim attire must be worn in the pool. No denim, denim cutoffs, or thongs allowed.
2. All persons must shower before entering the pool.
3. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
4. No balls or toys that could be a hazard are allowed.
5. Play equipment, such as snorkels and dive sticks must meet with the Pool Attendant's approval prior to use. Only Coast Guard approved personal floatation devices are permitted. No inflatable water wings. Other floating devices must be approved by a waterpark supervisor prior to use. The District staff reserves the right to discontinue usage of any play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety

concern.

6. Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
7. Radios, televisions, and the like may be listened to if played at a noise level which is not offensive to other users.
8. Games where one holds their breath for long periods of time under water are not permitted.
9. No swinging on ladders, fences, or railings is allowed.
10. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
11. Parents should take their children to the restroom before the children enter the pool. For the comfort of others, the changing of diapers or clothes is not allowed at poolside.
12. Children under three years of age and those who are not reliably toilet trained must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste contamination in the swimming pool/deck area.
13. Pool entrances must be kept clear at all times.
14. Pool furniture is not to be removed from the pool deck area, and is not permitted in the water.
15. Loud, profane, and abusive language will not be tolerated.
16. Alcoholic beverages are prohibited in the waterpark except when purchased from the Sun Deck within the waterpark or purchased from the District.

#### **RIP TIDE SLIDE POLICIES**

1. When a Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty two inches tall to ride the slide. When a Pool Attendant is not stationed in the water, children must be at least forty eight inches tall to ride slide.
2. For everyone's safety, refrain from standing at the bottom of the slide.
3. Only one person may ride the slide at a time.
4. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
5. Keep arms and hands inside the flumes at all times.
6. No flotation devices are allowed on the water slide
7. For safety reasons, pregnant women and persons with health conditions or back, neck or bone problems, or with a cast may not ride the water slide.
8. The slide(s) may only be used during pool hours when water slide is attended by Pool Attendant(s).
9. Stopping, flipping or standing at any point during the ride is prohibited.
10. Before sliding, check if there is water in the flume of the slide. Sliding on a dry slide is strictly prohibited.
11. After your ride, leave the slide area immediately.
12. Sunglasses and water shoes must be removed prior to entering the slides.

#### **LAZY TIDES RIVER POLICIES**

1. Only tubes provided at the Splash Water Park, or water noodles, may be used in the Lazy Tides River.

2. Only one person per single tube. Tubes without an opening are available for children under 36" tall. These can only be used when there is adult supervision within arm's length of the child. Double tubes may have no more than one (1) person per seat.
3. The Lazy Tides River may only be used during pool hours when the river is attended by Pool Attendants.
4. Maximum of two tubes may be coupled together.
5. Enter and exit only in designated areas.
6. During busy conditions, float times may be limited by staff.
7. Riders must follow the flow of the current.
8. Always use caution and follow staff directives when floating the Lazy River.
9. Tubes may not be stacked while in the water.
10. Tubes must be neatly returned to the proper storage area after use.

### **SPLASH COVE POLICIES**

1. No running, aggressive behavior, ball playing, horseplay, or toys that may interfere with others in the Splash Cove area.
2. No one older than 14 is admitted in wading pool unless serving as supervision for younger children.
3. Children 5 years and under must have direct supervision by a person at least 16 years of age.
4. Children not toilet trained or wearing diapers must wear an approved swimsuit diaper with a swimsuit over the top of it.
5. Changing of diapers is not allowed on pool deck area. Changing stations located in bathrooms.
6. No food, drink, or glass containers in wading pool area.
7. No pool chairs or loungers are allowed in the pool or fountain area to prevent damage to its surface.
8. Climbing on or up the slides is prohibited.
9. Only one person may use the slides at a time.

### **NOCATEE SWIM CLUB POLICIES**

1. The Nocatee Swim Club lap pool is a Swim at Your Own Risk Pool for Residents only, with the exception of designated District events.
2. It is the intent that the Nocatee Swim Club will have days and times designated for adult swimming only as well as designated days and times for lap swimming only. These are subject to change by management.
3. The Swim Club pool will be used exclusively for lap swimming during designated times as set by management.
4. The Nocatee Swim team will be allowed use of the Swim Club on a schedule determined by management. However, two lanes will always be available for resident lap swimming except during swim competitions.
5. The pool may be closed periodically for maintenance as determined necessary by District staff.
6. The District staff must authorize all programs and activities outside of the general swim that occur at the pool. This includes swim lessons, aquatic/recreation programs, and swim teams.
7. Any person on the pool decks, using the pool when the facility is closed is considered trespassing and is subject to arrest. Additionally, facility use privileges are subject to suspension

8. Proper swim attire must be worn in the pool. No denim, denim cutoffs, or thongs allowed.
9. All persons must shower before entering the pool.
10. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
11. No balls or toys are allowed unless approved by the District.
12. Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
13. Games where one holds their breath for long periods of time under water are not permitted.
14. No swinging on ladders, fences, or railings is allowed.
15. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
16. Parents should take their children to the restroom before the children enter the pool. For the comfort of others, the changing of diapers or clothes is not allowed at poolside.
17. Pool entrances must be kept clear at all times.
18. Pool furniture is not to be removed from the pool deck area, and is not permitted in the water.
19. Loud, profane, and abusive language will not be tolerated.
20. Alcoholic beverages are prohibited in the Nocatee Swim Club area except when purchased from the District.

## **WEATHER POLICY**

**Rain:** The pools will remain open unless it rains hard enough that the Pool Attendants cannot see the bottom and will reopen at the discretion of the supervisor or the Manager.

**Thunder and Lightning:** The pool will close immediately in the case of thunder and lightning and will reopen only when cleared by the Lightning Detection System.

## **CONTAMINATION POLICY**

1. If contamination occurs, the pool will be closed until the contamination is remedied, per state health code.
2. Children under three years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper
3. In accordance with the CDC and Florida Department of Health, if a child has experienced three or more loose bowel movements within a twenty-four hour period they should not return to the pool for the subsequent twenty-four hours.
4. No one shall pollute the pool; the Resident responsible for anyone who does pollute the pool can be held liable for any costs incurred in treating and reopening the pool.

## **GENERAL FITNESS CLUB POLICIES**

1. The Fitness Club may be unattended. **USE AT YOUR OWN RISK.** Each individual is responsible for his or her own safety. Use of the Fitness Club is restricted to Resident Card holders only
2. Use of Fitness Club is restricted to Resident Card holders only.



3. Report all emergencies, injuries and broken equipment to the staff member on duty at 576-9164 or Operations Manager at 924-6853.
4. All users of the Fitness Club are expected to conduct themselves in a responsible, courteous and safe manner in compliance with Fitness Club policies and proper gym etiquette. Loud, profane or abusive language is prohibited. Disorderly conduct and horseplay are prohibited.
5. Disregard for any Fitness Club policy may result in expulsion from the Amenity Complex and/or loss of Fitness Club privileges.
6. Use of the Fitness Club is restricted to Resident Card holders 16 years of age and older.
7. Resident Card holders who are 14 & 15 years of age may use the Fitness Club when accompanied by an adult Resident Card holder. Children under 14 are not allowed in the Fitness Club.
8. All users must register by signing-in immediately upon entering the Fitness Club.
9. Appropriate clothing, including t-shirts, shorts, leotards, athletic footwear and/or sweat suits are required at all times in the Fitness Club. No denim, flip-flops or bathing suits are permitted.
10. No food is permitted in the Fitness Club. Beverages are permitted, but all drink containers must be covered and sealed.
11. Radios, tape, iPods, MP3s or CD players are only allowed when equipped with headphones for personal use. The use of TV's to broadcast music across the Fitness Club is not allowed.
12. Weights may not be removed from the Fitness Club for any reason and users must re-stack weights after use. Use only one set of weights at a time when working-out. In addition, users should step aside between multiple sets on the weight equipment if others are waiting.
13. Keep dumbbells and barbells off benches, as to not ruin the upholstery and the padding. Dumbbells and bars are not to be dropped and must be returned to their proper storage area after each use.
14. Return all equipment to its proper location after use. This includes bar bells, mats, balls, and weights.
15. Each individual is responsible for wiping off the Fitness Club equipment after use.
16. Hand chalk is not permitted in the Fitness Club.
17. Cardiovascular equipment use is limited to 30 minutes if others are waiting for the equipment.
18. The District staff reserves the right to discontinue any programs or activities due to concerns with their safety and other conflicts with the operation of the Fitness Club.
19. Personal training for fees, or solicitation of personal training services for fees, is prohibited
20. The Fitness Club may not be used for non-fitness meetings or activities without the prior approval of the District Community Manager.

## **TOT LOT POLICIES**

1. Playground equipment is for children 12 years and younger.
2. Children under 5 years of age must have adult supervision.
3. No jumping from play structures.
4. No horseplay or foul language.
5. No glass containers allowed.
6. Only one person at a time on the slide.

## **EVENT LAWN POLICIES**

1. Event Lawn is defined as any District open space, excluding The Green
2. District events take precedence.
3. Special events and/or programming must be approved by the District Community Manager in advance.
4. Lawns and open spaces may not be used for for-profit activities, including but not limited to fitness classes, camps, sales, etc, without prior approval.

## **ATHLETIC COURT POLICIES**

1. Athletic Court is defined as Basketball, Pickleball, Volleyball courts and surrounding areas.
2. The Basketball and Volleyball courts are open from sunrise to sunset. Pickleball courts are open from 7am until midnight.
3. District events take precedence.
4. Resident Card holders are limited to a maximum of 2 guests per day, and 12 guests per week. Guests, other than Houseguests, must be accompanied by a Resident Card holder.
5. Resident card holders must have an access card with them for identification while on the courts or activity fields.
6. Children 12 and younger shall be directly supervised by a Resident Card holder at least 16 years of age or older.
7. The number of players permitted on the each basketball court at any one time is limited to 10.
8. Limit play to 1 hour when other players are waiting. Time limits will be enforced by staff and security.
9. Proper athletic closed toed shoes and attire are required. Shirts must remain on at all times.
10. No food or glass bottles are permitted on basketball courts. Non-Alcoholic Beverages in plastic containers are permitted.
11. Alcoholic beverages are not allowed, except for events specifically authorized, by District Community Manager, inside court areas and immediate surrounding areas.
12. No profanity or roughhousing is permitted.
13. The Suspension and Termination policies as outlined in this document will be enforced for any unacceptable behavior displayed at the basketball courts and athletic fields.
14. No hanging on the basketball goal rims or volleyball nets.
15. Usage of the basketball court and activity fields may be limited from time to time due to a sponsored event, which must be approved by the Community Manager. Users may be asked to move to accommodate scheduled activities.
16. The basketball courts and activity fields may be closed due to inclement weather or maintenance needs.
17. Fitness and sports programming to include classes, camps, personal training, coaching, etc.. may only be provided by District management staff / Board of Supervisors approved personnel on all district owned property. The District staff reserves the right to discontinue any programs or activities due to safety concerns and other conflicts with the operation of the facility.
18. Use of the Pickleball courts may be subject to rules established by the Pickleball Club.
19. Appropriate court etiquette is required.

## FACILITY RENTAL POLICIES

1. At the time the reservation is made, the renter must provide to the Rental Coordinator:
  - a. A check, credit card, cash or money order made out to Tolomato Community Development District for the security deposit;
  - b. A check, credit card, cash or money order made out to Tolomato Community Development District for at least 50% of the rental (including Holiday Fee and Clean Up Fee, if any);
  - c. Completed paperwork and insurances, if necessary; and
  - d. Complete, signed reservation form.
2. The remaining rental fee is due 90 days prior to the date of the rental.  
 If the renter cancels their event in the Nocatee Room, Cabana, or the Greenleaf Pavilion, the cancellation must be communicated to the District, in writing. The rental fee due at the time of booking is non-refundable, except in the case where the District is able to rent the room on the event date to another party at the same or greater rate. If the room is rented at a lesser rate, the rental fee will be refunded to the renter to the extent of the new rental fees received, up to the amount paid by the renter. The Security Deposit shall be refunded in full. If the event is cancelled less than 90 days from the event date, the renter shall forfeit 100% of the rental fee. The security deposit shall be refunded in full. In the event that the Renters are active military and are called to deploy, proof of active military status is required. In addition, a letter on Military letterhead from the Commanding Officer must be submitted in order to receive full refund. Letter must state that deployment will occur during the event date. All exceptions are considered on an individual bases and at the discretion of the District.
3. The rental rates and deposits for use of the District’s facilities and services by Residents and Non-Residents are:

| Facility                          | Deposit | Non-Resident Rate  | Resident Rate  | Other   |
|-----------------------------------|---------|--|--|---|
| Nocatee Room<br>Mon – Thursday    | \$1,000 | \$800/4 hrs.<br>\$500/2 hrs.<br>\$150 each<br>additional hr<br>Maximum<br>daily rate<br>\$1,700. | \$500/4 hrs.<br>\$300/2 hrs.<br>\$100 each<br>additional hr.<br>Maximum<br>daily rate<br>\$1200. | Minimum two hour rental.<br>Reservations up to 18 months in<br>advance.       |
| Nocatee Room<br>Friday and Sunday | \$1,000 | \$1,500/4 hrs.<br>\$200 each<br>additional hr<br>Maximum<br>daily rate<br>\$2,500.               | \$1,000/4 hrs.<br>\$175 each<br>additional hr.<br>Maximum<br>daily rate<br>\$1,800.              | Minimum four hour rental.<br>Reservations up to 18 months in<br>advance.<br>. |

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| Nocatee Room Saturday                         | \$1,000 | \$2,100/4 hrs<br>\$300 each additional hr.<br>Maximum daily rate \$3,400.               | \$1,600/4 hrs<br>\$200 each additional hr.<br>Maximum daily rate \$2,300.             | Minimum four hour rental.<br>Reservations up to 18 months in advance.   |
| Seabreeze Conference Room                     | \$100   | \$150/ 4 hrs.<br>\$100/ 2 hrs.<br>\$50 each additional hr.<br>Maximum daily rate \$300. | \$75/ 4 hrs.<br>\$50/ 2 hrs.<br>\$50 each additional hr.<br>Maximum daily rate \$150. | Minimum two hour rental.<br>Can only be reserved one month in advance, unless reserved with Nocatee Room.   |
| The Green                                     | \$400   | \$250/4 hrs.  | \$200/4 hrs.  | Can only be reserved one month in advance, unless reserved with Nocatee Room.   |
| Banquet Chairs                                |         | \$1.50 per chair  | \$1.25 per chair  | Renters set-up and break down   |
| Banquet Tables                                |         | \$12 per table  | \$10 per table  | Renters set-up and break down   |
| Dance Floor                                   | \$100   | \$250   | \$200   | May only be used on designated District Property  |
| Tent Rental                                   | \$100.  | 20 x 20 \$250<br>20 x 40 \$450  | 20 x 20 \$250<br>20 x 40 \$450  | May only be used on designated District property. Includes setup.   |
| Bounce House or Inflatable Slide Rental       | \$100   | \$150/ first hour. \$50/each additional hour  | \$100/first hour<br>\$40/each additional hour   | May only be used on designated District property. Includes staffing by District personnel   |
| Projection Television and Large Screen Rental | \$100.  | \$50  | \$35  | May only be used on designated District property  |
| Microphone and Speakers                       | \$50    | \$50  | \$35  | May only be used on designated District property.   |
| Clean-Up Fee                                  |         | \$250   | \$250   | Renter may choose to have District staff clean after event and purchase this option. If renter does not purchase this option but fails to adequately clean up after the event, this clean up fee will be deducted from the deposit. |
| Set Up Fee                                    |         | \$125 for Nocatee Room only. \$175 for Nocatee Room plus Green.                         | \$125 for Nocatee Room only. \$175 for Nocatee Room plus Green.                       | Layout must be turned in to District staff seven days prior to the event. Setup includes tables and chairs only.  |
| Cabana Rental Tues - Fri                      | \$150   | N/A   | \$100/Session   | Does not include guest admission. No more than 30 Non-Residents allowed. Not available on Holiday weekends  |

|   |       |     |   |   |
|---|-------|-----|---|---|
| Cabana Rental<br>Sat-Sun  | \$150 | N/A | \$200/Session                                     | Does not include guest admission. No more than 30 Non-Residents allowed. Not available on Holiday weekends  |
| Kid's Birthday<br>Cabana Rental<br>Special<br>Tues-Fri  | \$200 | N/A | \$200/Session                                     | Includes admission of up to 30 guests without the use of Guest Cards. Not available on Holiday weekends.  |
| Kid's Birthday<br>Cabana Rental<br>Special<br>Sat-Sun   | \$200 | N/A | \$300/Session                                     | Includes admission of up to 30 guests without the use of Guest Cards. Not available on Holiday weekends.  |
| Cabana Rental –<br>Evening Hours<br>Weekday   |       | N/A | 50.00   | Can only be rented October 1-March 31. Hours are 6p-10p only.   |
| Cabana Rental –<br>Evening Hours<br>Weekend   |       | N/A | 100.00  | Can only be rented October 1-March 31. Hours are 6p-10p only.   |
| Greenleaf and<br>Twenty Mile Post<br>Pavilion Rental  |       | N/A | \$100/Session                                     | Only available to Residents. Limit 3 rentals per household per year.  |
| Cypress Park and<br>Twenty Mile Park<br>Pavilion Rental<br>Tues-Fri                           | \$150 | N/A | \$100/Session                                     | Does not include exclusive use of pool or restroom. Guest admission to pool not included. Limit 3 rentals per household per year                                    |
| Cypress Park and<br>Twenty Mile Park<br>Pavilion Rental<br>Sat-Sun except<br>Holiday weekends | \$150 | N/A | \$200/Session                                     | Does not include exclusive use of pool or restroom. Guest admission to pool not included. Not available on Holiday weekends. Limit 3 rentals per household per year |
| Cypress Park and<br>Twenty Mile Park<br>Pavilion Rental-<br>Evening Hours                     |       | N/A | \$50.00   | Available October 1-March 31. Hours are 6p-10p only. Does not include use of the pool. Limit 3 rentals per household per year                                       |
| Zipline Rental  |       | N/A | \$150/first<br>hour, \$50 each<br>additional hour | Non-scheduled zipline days (available only at the discretion of the District)   |

|   |  |          |  |   |
|---|--|----------|--|---|
| <u>Zipline Rental</u>                       |  | N/A      | \$100/first hour<br>\$50 each<br>additional hour   | Scheduled zipline days (available only at the discretion of the District)   |
| Holiday Fees                                |  | \$200.00 | \$200.00   | Charge will automatically be added to all rentals of the Nocatee Room or Seabreeze Conference Room for reservations on designated Holidays. |
| Beverages-<br>Beer<br>Wine<br>Water<br>Soda |  |          | Market Rate  | .   |
| Fitness Cards                               |  | \$75.00  | \$40.00  | Card good for 12 designated fitness activities.   |
| Personal Training                           |  |          | <b><u>Single Session</u></b><br>\$35.00 for 30 min.<br><br><b><u>30 Minute Session Pkgs</u></b><br>\$130.00 for four 30 minute sessions<br>\$250.00 for eight 30 minute sessions<br>\$360.00 for twelve 30 minute sessions | Only available to Residents   |

5. The District establishes fees and charges for administrative and related activities as follows:

| Facility         | Deposit | Non-Resident Rate | Resident Rate | Other |
|------------------|---------|-------------------|---------------|-------|
| Copy Fees        |         | \$1.00/page       | \$.25/page    |       |
| Fax Fees         |         | \$1.00/page       | \$.25/page    |       |
| Estoppel Letters |         | \$50.00           | \$50.00       |       |

|                                    |  |          |            |  |
|------------------------------------|--|----------|------------|--|
| Adjunct Supplemental Reports       |  |          | \$3,000.00 | Fee is due upon the issuance of a new Master Development Plan or Site Plan or a subsequent change to the Plan. |
| Calculation of Debt Paydown/Payoff |  | \$150.00 | \$150.00   |  |
| Non-Sufficient Funds Fee           |  | \$35.00  | \$35.00    |  |

6. All Cabana and Greenleaf and Twenty Mile Post Pavilion rental rates are per session. There are two sessions per day and will vary based on park hours. Twenty Mile Pavilion and Cypress Trails Pavilion follow the Cabana session schedule.

| Park Hours                              | Session A        | Session B       |
|---|------------------|-----------------|
| 10:00am – 6:00pm                        | 10:00am – 1:30pm | 2:00pm – 5:30pm |
| 10:00am – 8:00pm                        | 10:00am – 2:30pm | 3:00pm – 7:30pm |
| 11:00am – 6:00pm                        | 11:00am – 2:00pm | 2:30pm – 5:30pm |
|   |                  |                 |
| Greenleaf and Twenty Mile Post Pavilion | Session A        | Session B       |
| November-February                       | 9:00am – 2:00pm  | 2:30pm – 7:30pm |
| March-October                           | 9:00am – 2:00pm  | 3:00pm – 8:00pm |

7. Holiday Fees – Each company/person desiring to rent the Nocatee Room or Seabreeze Conference Room on Holidays (designated as Christmas Eve, Christmas Day, Thanksgiving, Independence Day, Memorial Day, Labor Day, Easter, New Year’s Eve and New Year’s Day) must pay an “On-Call” fee of \$200.00 for Nocatee Room or Seabreeze Conference Room and an “On-Call” fee of \$50.00 for Greenleaf Pavilion to ensure the availability of District staff in case of an emergency. Availability for Holiday rentals remains subject to the availability of District staff to provide access to the facility and adequate service.
8. The Kids Birthday Cabana Rental Special is subject to the following conditions:
- Can only be reserved for a birthday party for a child under the age of 18.
  - The child must be a current Resident Card Holder.
  - The rental must be within two weeks before the birthday or two weeks after the birthday.
  - Can only be used in conjunction with the terms above.
  - Not available on Holiday weekends unless approved by the District.

9. Reoccurring Rentals – each company/person/activity/household can rent the Nocatee Room banquet facilities and Seabreeze Room a maximum of six times per year, but only twice each year on weekends.
10. The facility shall close at midnight, except for New Year’s Eve. All parties and events, including clean-up, must conclude by midnight.
11. The designated rental time period is inclusive of set up and clean-up time.
12. To receive a refund of the security deposit within 15 days after the party, the renter must properly complete all items on the Nocatee Room Cleanup Sheet.  
If a renter elects to purchase the Clean-Up services offered by the District, these tasks are not required. However, if Clean-Up services are not purchased and these items are not completed, a \$250 clean-up fee will be deducted from the security deposit. This is in addition to any amounts deducted from the security deposit for damage.
13. Renter is responsible for the actual cost of all damage to District property, even if it exceeds the amount of the security deposit.
14. If the Renter wishes to cancel their event, the cancellation must be communicated to the District, in writing. The partial rental fee due at time of booking is non-refundable, except in the case where the District is able to rent the room on the event date, to another party, at the same or greater rate. If the room is rented at a lesser rate, the rental fee will be refunded on a pro-rate basis of the new rental fee compared to the Renter’s fee. The Security Deposit shall be refunded in full. If the event is cancelled less than 90 days from the Event, the Renter shall forfeit 100% of the Rental fee. The Security Deposit shall be refunded in full. In the event that the Renters are active military and are called to deploy, proof of active military status is required. In addition, a letter on Military letterhead from the Commanding Officer must be submitted in order to receive full refund. Letter must state that deployment will occur during the event date. All exceptions are considered on an individual bases and at the discretion of the District.
15. The volume of live or recorded music must not violate applicable County noise ordinances, or unreasonably interfere with residents’ enjoyment of their homes.
16. Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the Community Manager. Proof of liability insurance acceptable to the Community Manager in consultation with the District Counsel shall also be required.
17. The District retains the right to reserve and use any District facility for District related or District sponsored meetings, events or activities at any time.
18. Homeowners Associations, Property Owners Associations or Condominium Owners Associations (the “Association”) established for property or units within the District and established pursuant to Florida law may rent the Nocatee Room or the Seabreeze Conference Room subject to the following terms:
  - a. \$50 rental fee for two hours. \$25 each additional hour.
  - b. \$100 deposit, which will be returned if the room is clean and there is no damage. If that amount is insufficient to cover actual damage, the Association is responsible for the full amount of damage.
  - c. Each Association may rent the Nocatee Room or Seabreeze Conference Room no more than twice per calendar year at these rates. Thereafter, normal rates apply per the rate schedule.
  - d. Each Association may reserve a smaller meeting space, excluding the Nocatee Room



and Seabreeze Room, of the District’s choice, for their Board Meeting, limited one reservation per month, at no cost, subject to space availability.

e. Reservations can be made no more than 90 days in advance.

f. Homeowners Associations receive a free rental of any pavilion, twice per calendar year.

19. Nocatee Resident Clubs and Interest Groups may rent the Nocatee Room or Seabreeze Conference Room once per calendar year at the rate of \$50 for two hours and \$25 each additional hour. Thereafter, normal rates apply per the rate schedule.

20. NO ALCOHOLIC BEVERAGES are permitted anywhere at the Amenity Complex, except as permitted in the Nocatee Room with District approval and adequate liability insurance on file with the District, purchased from the Sun Deck within the Nocatee Splash Waterpark, or purchased directly from the District.

**21. SERVING ALCOHOL WITHOUT ADEQUATE INSURANCE ON FILE WITH THE DISTRICT WILL RESULT IN IMMEDIATE SHUT DOWN OF THE EVENT AND FORFEITURE OF THE DEPOSIT.**

**22. Businesses may Sponsor District events**

|                        |   |
|------------------------|---|
| Farmers Market         | Primary Sponsor- \$600. Row Sponsor- \$400  |
| Food Truck Events      | Primary Sponsor- \$500. Row Sponsor- \$300  |
| Nocatee-A-Glow         | Gold Sponsor- \$2000<br>Silver Activity Sponsor- \$1000. Bronze- \$500,<br>Booth Sponsor-\$50<br>Food Truck- \$25 per night |
| Standard Events        | Primary Sponsor- \$300. Activity Sponsor \$100  |
| Holiday Waterpark Days | Primary Sponsor- \$600  |

**PROMOTIONAL RATES:**

The Amenity Complex operates in an environment that requires the ability to timely respond to changes in weather, the economy, the costs of its services and facilities, customer demand, and other factors affecting use of the Amenity Complex. To best serve its residents, the District may, in accordance with its rules, at times offer short term, promotion rates and services associated with the use of the Amenity Complex. These services are temporary or seasonal in nature and are subject to change.

**SUSPENSION AND TERMINATION OF PRIVILEGES**

1. Resident Cards and Guest Cards are the property of the District and are non-transferable except in accordance with the District’s rules, policies, and regulations. Resident Cards are issued at the time of application.

2. Privileges at District Amenities can be subject to suspension or termination by the Board of Supervisors if a Resident:
  - a. Submits false information on the application for an Resident Card, Houseguest Pass, or Guest Card;
  - b. Permits unauthorized use of, or sells or attempts to sell a Resident Card, Houseguest Pass, or Guest Card;
  - c. Exhibits unsatisfactory behavior, deportment or appearance;
  - d. Fails to abide by the rules, regulations and policies established for the use of facilities;
  - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner;
  - f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District or its staff; or
  - g. Damages or destroys District property.
3. District staff has the ability to remove a Resident Card holder or guest from one or all areas of the Amenity Complex, if any of the above mentioned items are violated.
4. District staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any Resident Card holders' privileges to use any or all of the District facilities in the Amenity Complex for a period not to exceed seven days.
5. All lost or stolen Access Cards or Guest Cards need to be reported immediately to 924-6850. There will be a \$15.00 fee for replacement of Access Cards. Guest Cards will not be replaced.

#### **AMENDMENT OF POLICIES**

These policies may be modified at any time, upon the approval of the Board of Supervisors of the District. Immediately following approval of the Board, the modified policies shall be posted in the Amenity Complex.

#### **RESPONSIBILITY FOR LOSS OR DAMAGE TO PERSON OR PROPERTY; INDEMNIFICATION; LIMITATION OF LIABILITY**

No person shall remove from the room in which it is placed or from the Amenity Complex premises any property or furniture belonging to the District or its contractors without proper authorization. Each Resident shall be liable for any property damage at the Amenity Complex, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by him or her, his or her 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.

Each Resident and each guest as a condition of invitation to the premises of the Amenity Complex 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 Amenity Complex, whether in lockers or elsewhere.

Each Resident Card holder, by virtue of his or her use of the District's facilities, agrees to defend, indemnify and hold harmless the District and its respective officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the facility by such person, his or her children and his or her guests. Should any person bound by these District Policies bring suit against the District or its affiliates, Amenity Complex operator, officers, employees, representatives, contractors or agents in connection with any

event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any facility owned, or event operated, organized, arranged or sponsored, by the District, and fail to obtain judgment therein against the District or its Amenity Complex operator, officers, employee, representative, contractor or agent, 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).

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

## **Tolomato Community Development District ZipLine Addendum to the Amenity Complex Policies**

### **GENERAL PROVISIONS**

1. **ALL PERSONS USE AND ENJOY THE ZIPLINE ATTRACTION AT THEIR OWN RISK.**
2. All users must have their Resident Card with them while checking in at the Nocatee ZipLine.
3. Guests may use the ZipLine provided they meet the criteria, provide a valid release and have properly checked in with the Resident using a Guest pass.
4. Members of the Board of Supervisors and District staff shall have full authority to enforce these rules and regulations.
5. The District, or its staff, is not responsible for any lost, stolen, or damaged items.
6. **NO ALCOHOLIC BEVERAGES** are permitted anywhere at the Amenity Complex, except as permitted and approved by the District.
7. **NO CHEWING GUM** is permitted in the Amenity Complex including the ZipLine attraction.
8. **NO SMOKING, ILLEGAL SUBSTANCES OR TOBACCO PRODUCTS** are permitted at the Amenity Complex.
9. No aggressive behavior.
10. Courtesy toward Nocatee staff and other Amenity Complex users is expected at all times.
11. Dropping items from the attraction or tower is prohibited.
12. Residents are responsible for actions of their guests, and such actions may result in loss of amenity privileges by the Resident.
13. All ZipLine riders must sign the waiver prior to riding the ZipLine. Minors (children under 18 years of age) must have their parent or legal guardian present to sign the Nocatee ZipLine Participation Agreement on their behalf.
14. Failure to follow the District's polices, rules or staff's directions may result in loss of amenity privileges by the Resident.

### **ADMISSION POLICIES**

1. Reservations will open each morning the ZipLine attraction will be open. Reservations will be taken in person only and are on a first come, first serve basis.
2. Each reservation time slot allows one ride during the reservation hour. Residents may ride multiple times per day on a walkup basis if time slots are not reserved. Walkup riders will be accommodated on a first come first serve basis. Walkup riders are not guaranteed a time slot. Only one reservation can be held per rider until the ride is completed.
3. The number of time slots is based on the amount of time needed to safely secure and reset the system for each rider.
4. Signed Nocatee ZipLine Participation Agreement Forms are required for all riders and will be valid for the current calendar year.
5. The District may require a reservation system. Residents will be booked in time slots to provide adequate service and safety.

## GENERAL ZIPLINE POLICIES

1. Riding is permitted only during designated times, as posted at the Waterpark Desk and determined by staff.
2. The ZipLine and top waterslide may not operate simultaneously. Certain times may be designated as ZipLine HOURS. During such designated times:
  - a. The top slide may be closed.
  - b. Only trained staff will operate the ZipLine.
  - c. The ZipLine operating schedule may vary to accommodate Waterpark users.
3. Nocatee staff may monitor usage levels at the ZipLine and adjust the hours of operation or number of pool attractions available in order to ensure the facilities serve the community in the most efficient and effective manner.
4. The Nocatee staff reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc.
5. Any person using any attraction when that attraction is closed may be suspended from the Amenity Complex or any part thereof and may be subject to trespassing violations.
6. Usage of the ZipLine is restricted to Residents and their guests over 42 inches tall but not to exceed 74 inches tall and 200 pounds or less.
7. All riders must have submitted a signed Nocatee ZipLine Participation Agreement form to the staff prior to being allowed to ride the ZipLine. All persons under 18 years of age must have a Nocatee ZipLine Participation Agreement signed by their parent or legal guardian in the presence of Nocatee staff prior to riding the ZipLine. Changes are the responsibility of the Resident or the parent/guardian for a minor.
8. Completed Nocatee ZipLine Participation Agreement forms will be valid indefinitely and will be filed with the District Office.
9. Residents who are under 14 years of age may use the ZipLine when accompanied by an adult Resident Card holder. Children under 42 inches tall are not allowed on the ZipLine.
10. All Resident Card holders and guests must register by signing-in immediately upon entering the Waterpark.
11. All users of the ZipLine are expected to conduct themselves in a responsible, courteous and safe manner in compliance with Amenity policies.
12. Appropriate clothing is required at all times for the ZipLine.
13. All ZipLine riders are required to wear athletic footwear which covers the entire foot.
14. No food or beverage is permitted on the ZipLine or Tower.
15. For the safety of the rider and staff personal music equipment such as iPods/MP3 players are not permitted on the ZipLine.
16. Loud, profane or abusive language is prohibited.
17. Disorderly conduct and horseplay are prohibited.
18. Disregard for any District policy may result in expulsion from the Amenity Complex and/or loss of ZipLine privileges.

## **WEATHER POLICY**

**Rain:** The ZipLine may close during rain and will reopen at the discretion of the supervisor or the Manager.

**Thunder and Lightning:** The ZipLine will close immediately in the case of thunder and lightning and will reopen at the discretion of the supervisor or the Manager.

The District is not responsible for closures due to weather conditions. The staff will attempt to reschedule any reservations that are cancelled due to weather conditions on the next available reservation time slot during the same day.

**Guest Pass Refund:** A Rain Check pass will be issued to the Resident if their guest's time slot is cancelled due to inclement weather.

**ACKNOWLEDGMENT**

I hereby acknowledge the receipt of the Tolomato Community Development District Amenity Complex Policies dated February 18, 2010, as may be subsequently amended, and agree to abide by the terms and conditions contained therein and such future terms and conditions as may be approved by the Tolomato Community Development District Board of Supervisors. I consent to the use by the District of any pictures (video and print) for commercial purposes, or otherwise, in connection with any event or activity, without restriction as to frequency, duration, or medium.

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_