

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT  
DISTRICT**

**AMENITY POLICIES & RATES**

ADOPTED MAY 8, 2018

## DEFINITIONS

**“Amenities” or “Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Clubhouse, pavilions, fitness center, swimming pool, and soccer/multipurpose fields, together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies”** – shall mean these Amenity Policies and Rates of the Town of Kindred Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies when and as necessary and will notify Patrons of any changes by posting the revised Policies on the District’s website. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

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

**“Clubhouse”** – shall mean the amenity building commonly referred to as the Clubhouse, located at 1450 Diamond Loop Drive, Kissimmee, Florida 34744.

**“District”** – shall mean the Town of Kindred Community Development District.

**“District Staff”** – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

**“Household”** – shall mean those individuals residing within the immediate household of a Patron. This can consist of individuals who have not yet attained the age of eighteen or individuals over the age of eighteen (18) actually residing in the household. This does not include visiting relatives, or extended family not residing in the home. Proof of residency for individuals over the age of eighteen (18) years is required by driver’s license or state or federal issued form of identification. A signed affidavit of residency shall be required for individuals under the age of eighteen (18) years.

**“Guest”** – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron over the age of eighteen (18) years to use the Amenities.

**“Access Card”** – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

**“Non-Resident”** – shall mean any person who does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

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

**“Renter”** – shall mean an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

**“Resident”** – shall mean any person or Household owning property within the District.

### AMENITIES ACCESS AND USAGE

Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any accidents, personal injury or death, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions, or negligence of other persons using the Amenities.

***Resident Access and Usage.*** Residents must pay Operations & Maintenance Assessments applicable to property owners within the District in accordance with the District’s annual assessment resolution. Payment of Operations & Maintenance Assessments covers the Annual User Fee for such Resident and entitles the Resident to use of the Amenities for the corresponding fiscal year of the District, which year begins October 1 and ends September 30. Residents must complete the Amenity Access Registration Form prior to access or use of the Amenities.

***Non-Resident Access and Usage.*** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.

***Guest Access and Usage.*** Each Patron and Non-Resident Patron is entitled to bring four (4) persons as Guests to the Amenities at one time (unless Patron Household or Non-Resident Patron Household has reserved the Clubhouse or Pavilion). District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron over the age of eighteen (18) years must accompany Guests at all times during Guests use of the Amenities and are responsible for any and all actions taken by such Guests. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron’s access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron or Non-Resident Patron access and usage privileges.

***Renter’s Privileges.*** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property. Renter’s possession of Access Card shall evidence transfer of rights to use the Amenities to Renter.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.

Renters shall be subject to all Amenity Policies as the Board may adopt from time to time.

**Access Cards.** Each Patron Household will be issued an Access Card by District Staff upon completion of the Amenity Access Registration Form. An additional Access Card may be purchased by for \$10. Access Cards will only be issued to Residents or Non-Resident Patrons eighteen years of age or older as evidenced in person with identification. Access Cards will allow Patrons entry to the Amenities during regular operating hours of the Amenities.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances, shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

### **SMOKING, DRUGS, AND ALCOHOL**

Smoking, including vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to District Staff.

Possession, use, and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

### **SERVICE ANIMAL POLICY**

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

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

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

### GENERAL AMENITY POLICIES

**Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted on the website, all outdoor fenced Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.

**General Usage Guidelines.** Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific policies for each Amenity are outlined in the respective section for each herein.

- (1) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Access Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Access Card to enter and use the Amenities, and must present their Access Cards upon request by District Staff.
- (2) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors.
- (3) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
- (4) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District. Vehicles may not park overnight in Amenity parking lots.
- (5) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
- (6) **Skateboards, Etc.** Skateboards, rollerblades, hoverboards, and scooters are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, Clubhouse, pool area, athletic fields, soccer/multipurpose fields, playground area, and sidewalks surrounding these areas.
- (7) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
- (8) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (9) **Equipment.** All District equipment, furniture, and other tangible property must be returned in

good condition after use. Patrons and Guests are encouraged to notify District Staff if such items are in need of repair, maintenance, or cleaning.

(10) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

(11) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.

(12) **Music.** Headphones are required while using any personal music device.

(13) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones should be limited while using the Amenities and Patrons and Guests are asked to keep their ringers turned off or on vibrate while using the Amenities.

(14) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted. Patrons and Guests are not permitted to bring in personal speaker devices.

(15) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.

(16) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

(17) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

(18) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District staff or contractors may result in suspension or termination of Amenity access and usage privileges.

(19) **Emergencies.** In the event of an injury, property damage, or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.

(20) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes the security alarm to sound will be responsible for the full amount of any fee charged to the District in connection with such security alarm.

## SWIMMING POOL POLICIES

(1) **Operating Hours.** Swimming is permitted only during designated hours, as posted on the District's and HOA's websites. Swimming after dusk is prohibited by the Florida Department of Health.

(2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.

(3) **Supervision of Minors.** Minors under the age of eighteen (18) years must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.

(4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.

(5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

(6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.

(7) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.

(8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps or other dangerous actions are prohibited.

(9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by District Staff.

(10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.

(11) **Entrances.** Pool entrances must be kept clear at all times.

(12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

(13) **Swim Diapers.** Children under the age of three (3) years, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a minimum period of twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

(14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

(15) **Pool Closure.** In addition to Osceola County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
- Operational and mechanical treatments or difficulties affecting pool water quality.
- For a period of time following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

(16) **Containers.** Glass containers are not permitted in the pool area.

(17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.

(18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

### **FITNESS CENTER POLICIES**

(1) **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons and Guests shall consult District Staff for any questions or concerns about the equipment.

(2) **Usage Restrictions.** Patrons and Guests ages eighteen (18) years and older may use the fitness center, but they must have an Access Card. No children under the age of eighteen (18) years are allowed in the fitness center at any time.

(3) **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.

(4) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.

(5) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.

(6) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights. Individuals are responsible for wiping down fitness equipment after use.

(7) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited.



(8) **Hand Chalk.** Hand chalk is not permitted.

(9) **Courtesy.** If a Patron/Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.

(10) **Maintenance.** All concerns, equipment malfunctions, and maintenance needs should be reported to District Staff immediately.

(11) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

### **PLAYGROUND POLICIES**

(1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.

(2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.

(3) **Supervision of Children.** Supervision by an adult eighteen (16) years and older is required for children under the age of twelve (12) years. Children must remain in the sight of an adult supervisor at all times. All children are expected to play cooperatively with other children.

(4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.

(5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.

(6) **Food & Drink.** Food is not permitted on the playground, but is permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.

(7) **Glass Containers.** No glass containers are permitted.

### **FACILITY RENTAL POLICIES**

(1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the Clubhouse and Pavilions are available for rental during normal operating hours by Patrons in order to use the Clubhouse on an exclusive basis for organized events. Unless otherwise directed by the District, only Patrons may rent the Clubhouse or Pavilion. Patrons may not rent the Clubhouse or Pavilion on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool and pool deck areas are NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.

(2) **Rental Reservation Process.** Patrons interested in renting the clubhouse or pavilion may reserve a desired rental date and time on a first-come, first-serve basis. To reserve a desired rental date and time, Patrons must submit to the Amenity Manager a completed Amenity Rental Form, a check for the Rental Fee and a check in the full amount of the Deposit as specified in the Amenity Rates (“Rental Date”). A desired rental date will NOT be reserved until the completed Amenity Rental Form, check for Rental Fee and a separate Deposit check are received by District Staff. District Staff will review the Amenity Rental Form and has full authority to deny the request subject to availability and in its reasonable discretion. **NO EXCEPTIONS WILL BE MADE TO THE RENTAL RESERVATION PROCESS.**

(3) **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.

(4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the Clubhouse/Pavilion has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must:

- i. Remove all garbage, place in dumpster, and replace garbage liners;
  - ii. Remove all decorations, event displays, and materials;
  - iii. Return all furniture and other items to their original position;
  - iv. Wipe off counters, table tops, and the sink area (applicable to Clubhouse only);
  - v. Sweep and mop all floors;
  - vi. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used (applicable to Clubhouse only); and
  - vii. Otherwise clean the Clubhouse or Pavilion and restore it to the pre-rented condition, and to the satisfaction of District Staff;
  - ix. Secure all doors and make sure closed properly (applicable to Clubhouse only).
- (5) **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts. Tape, tacks or staples shall not be used on any of the walls or furniture for any reason, including hanging decorations. Confetti, candles (with the exception of birthday cake candles), bubble machines and smoke machines are prohibited.
- (6) **Duration of Events.** Unless otherwise authorized in writing by the District's Board of Supervisors pursuant to a special request, rentals shall take place for a maximum of eight (8) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the eight (8) hour rental period.
- (7) **Noise.** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' use and enjoyment of their homes or the other Amenities. Music containing profanity shall not be played in the Amenity Facilities.
- (8) **Capacity.** Under no circumstances shall the capacity limit of the Clubhouse or Pavilion be exceeded during any rental.
- (9) **Insurance.** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.
- (10) **Alcohol.** Alcohol is not permitted during any rental.

#### SUSPENSION AND TERMINATION OF PRIVILEGES

(1) **General Policy.** All persons using the Amenities and entering District property are responsible for compliance with, and shall comply with, the Amenity Policies established for the safe operations of

the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.

(2) ***Suspension of Access and Use Privileges.*** The District, through its Board, District Manager, Amenity Manager, and District Counsel shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Policies);
- f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

(3) ***Authority of District Staff and Members of the Board of Supervisors.*** District Staff or their designee, and any member of the Board of Supervisors, has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

(4) ***Process for Suspension or Termination of Access and Use Privileges.*** Subject to the rights of District Staff set forth in Section 3 above, the following process shall govern suspension and termination of privileges:

- a. Offenses:
  - i. First Offense: Verbal and written warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
  - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
  - iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
- b. Each offense shall expire one (1) year after such offense was committed, at which time

the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

- c. Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) 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 or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- d. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

(5) ***Legal Action; Criminal Prosecution.*** If any person is found to have committed any of the infractions noted in Section 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

#### **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 Household.**

**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.

**SEVERABILITY**

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

**AMENDMENTS AND WAIVERS**

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above amended policies were adopted on, May 8<sup>th</sup>, 2018, by the Board of Supervisors for the Town of Kindred Community Development District.

  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

- Exhibit A:** Amenity Rates
- Exhibit B:** Amenity Access Registration Form
- Exhibit C:** Amenity Rental Application Form

**EXHIBIT A  
AMENITY RATES**

<b>TYPE</b>	<b>RATE</b>
Annual User Fee	\$3500.00
Additional Household Member Access Card	\$10.00
Replacement Access Card	\$30.00
Clubhouse Rental Deposit	\$350.00
Pavilion Rental Deposit	\$300.00
Clubhouse Rental Fee- 4 hours	\$350.00
Clubhouse Rental Fee- 8 hours	\$450.00
Pavilion Rental Fee- 4 hours	\$250.00
Additional Evening Amenity Rental Fee-after 6 p.m.	\$100.00

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT  
AMENITIES ACCESS REGISTRATION FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDITIONAL RESIDENT 1: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 2: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 3: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 4: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

**ACCEPTANCE:**

I acknowledge receipt of Access Cards for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Facility Access Cards. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, soccer/multipurpose fields, fitness center, clubhouse facility, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

\_\_\_\_\_  
Signature of Patron (Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY:**

**(REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Town of Kindred Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name Typed, Printed, or Stamped



Notary Public, State of \_\_\_\_\_

**RECEIPT OF DISTRICT POLICIES & RATES:**

I acknowledge that I have been provided and understand the terms in the **Amenity Policies and Rates**.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies & Rates** for the most current policies regarding guests.

**PLEASE RETURN THIS FORM TO:**

Town of Kindred Community Development District  
Attn: Anthony Jeancola, District Manager  
8529 South Park Circle, Suite 330  
Orlando, Florida 32819  
Telephone: (407) 472-2471  
Email: ajeancola@rizzetta.com

**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT:

\_\_\_\_\_  
Access Card #

ADDITIONAL RESIDENT 1:

\_\_\_\_\_  
Access Card #

ADDITIONAL RESIDENT 2:

\_\_\_\_\_  
Access Card #

ADDITIONAL RESIDENT 3:

\_\_\_\_\_  
Access Card #

ADDITIONAL RESIDENT 4:

\_\_\_\_\_  
Access Card #

**ADDITIONAL INFORMATION:**

New Construction: \_\_\_\_\_ Re-Sale: \_\_\_\_\_ Prior Owner: \_\_\_\_\_

Rental: \_\_\_\_\_ Landlord/ Owner: \_\_\_\_\_ Lease Term: \_\_\_\_\_

**EXHIBIT C**  
**AMENITY RENTAL APPLICATION**

## KINDRED RESERVATION OF PRIVATE USAGE OF THE CLUBHOUSE OR PAVILIONS

### RENTAL AGREEMENT AND RELEASE OF LIABILITY

- 1.To rent the Clubhouse or Pavilion, you must be a Patron.
- 2.Homeowner must be current with District assessments or Annual User Fees to be approved and have no outstanding violations.
- 3.Once you have determined, and it has been confirmed by District Staff, that the date and times of rental is available, this Reservation Form must be immediately completed and two (2) checks sent in to hold a **tentative** Reservation. A check for the Rental, and a deposit check, is required. It is **NOT** considered to be your guaranteed rental unless and until the documentation with checks have been received by District Staff and approved. Note that other Patrons may be seeking to rent this same date. You may log onto the community website at [www.townofkindredcdd.org](http://www.townofkindredcdd.org) to view the community calendar to determine the current availability.
- 4.Determine **exactly** the proposed times you desire to rent and be as accurate as possible on this application. **Half day rentals are from 10 am to 2 pm or 2 pm to 6 pm and full day rentals are from 10 am to 6 pm.** Rental hour period are subject to change at the District Staff's discretion. Rental amounts shall be prorated based on the current adopted rental fees. Rental time should include time to set up and clean up for the event. Clubhouse maximum allowed guests including Patrons is 50 people. Pavilion maximum allowed guests including Patrons is 20 people.
- 5.The Clubhouse or Pavilion will not be made available to the Patron to move in supplies or equipment on any day / and or time other than the time frame that the Clubhouse or Pavilion is rented.
- 6.The Patron is solely responsible for the entry to the Clubhouse or Pavilion by any vendors delivering supplies, equipment, flowers, food, etc., to the Clubhouse. It is not the responsibility of the District Staff to perform this task.
- 7.Patron must remain on the premises while his/her guests are utilizing the Clubhouse or Pavilion.
- 8.District is not responsible for the loss or injuries sustained by any Patron or guests attending this function. District, its supervisors, officers, staff or employees, will in no way be liable for loss, damages, or injuries to any Patron or guests in connection with this event. The Patron assumes full responsibility and liability for any claims arising at the above stated activity once access is given for rental time.
- 9.The Patron agrees to return the premises to a neat, clean and orderly condition, and is responsible for removing all trash and garbage created due to the rental activity. **All trash and garbage MUST be removed and taken with you, off the premises, immediately after your event.**
- 10.The Patron understands and agrees that the deposit will be returned **ONLY** after it has been verified that the facility has been left clean and orderly, all inventory accounted for, countertops cleaned, and all rules have been complied with. You will be notified within five business days if your deposit is being held. If your deposit is fully refundable we will notify you via email and then destroy the deposit check on file.
- 11.**Should facility not be left clean and orderly, and the cost to clean or repair facility exceeds the deposit, the Patron will be billed** for the difference and required to pay same within 30 days. Further, the **District reserves the right to deny rental of facility to the Patron in the future.**

12.The Patron agrees that the rental of the clubhouse **does not** include the fitness room, management office, pool, soccer or volleyball area.

13.Guests of Patron(s) must park in the direct parking lot to the clubhouse. Parking on surrounding streets or driveways of residents is **PROHIBITED**. Failure of Parton’s guests to adhere to this requirement will result in the forfeit of Patron’s deposit.

14.The Patron agrees to respect the Amenity rules. Alcohol and Smoking are not allowed in the Clubhouse or Pavilion, including but not limited to, the pool area.

15.Tape, tacks or staples shall not be used on any of the walls or furniture for any reason, including hanging decorations.

16.The Patron agrees and understands that a minimum of seven (7) calendar days’ cancellation notice, prior to rental, is required. If cancellation notice is given less than seven (7) calendar days prior to rental, half (50%) of the rental deposit will be forfeited and not refunded.

17.The use of the bounce houses, smoke machines, bubble machines, water balloons, candles, moon walks, etc. on common area property is strictly **prohibited**, unless sanctioned by the District for a District activity.

18.Under **no** circumstances is anyone, other than guests, District staff or Management/Sales Personnel allowed in the Clubhouse or Pavilion while you are renting the area. We encourage the use of the signs provided indicating Private Party, Clubhouse/Pavilion in Use.

19.Should a Patron experience a problem or have an issue at the Clubhouse/Pavilion during his/her rental, Homeowner is to immediately notify District Staff at 407-483-3217.

**20.Clubhouse alarm will automatically arm 30 minutes after your scheduled rental end time for full day rentals. Please make sure you are out of the building before alarm is activated.**

**Rental Clean Up Punch List:**

- Turn off all interior and exterior lights and fans.
- All furniture must be placed back in its original location.
- All counters and table tops must be wiped down.
- All floors must be swept and moped.
- All trash must be removed from premises.
- Secure all doors and make sure closed properly.

## Rental Information of Patron

Patron Name: \_\_\_\_\_

**Patron must be in attendance for entire function**

Address: \_\_\_\_\_ Kissimmee, FL 34744

Telephone (H): \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_ Key Card Access #(s): \_\_\_\_\_

Date of Reservation: \_\_\_\_\_ Type of Function: \_\_\_\_\_

(note above #5 prohibited activities)

Rental Time: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ ½ Day from 10 am to 2 pm **or** 2pm to 6 pm

\_\_\_\_\_ Full Day from 10 am to 6 pm

\*Times provided must include set-up and clean-up time. Your exact reservation times listed will then be placed on the Calendar once approved.

Estimated Number in Attendance: \_\_\_\_\_

\*Maximum Occupancy of Rentable Clubhouse 50 Estimated Guests: \_\_\_\_\_

\*Maximum Occupancy of Rentable Clubhouse 20 Estimated Guests: \_\_\_\_\_

Clubhouse Rental Cost: \$350.00 ½ day 10 am to 2 pm **or** 2 pm to 6 pm

\$450 Full Day from 10 am to 6 pm

Required Deposit: **\$350.00 - \* Deposit check must be dated for day of event**

Pavilion Rental Cost: \$250- 4 hours

Required Deposit: **\$300.00 - \* Deposit check must be dated for day of event**

Acknowledgement that you understand you are responsible for the behavior, supervision, liability and trash removal of your Guests, using the Clubhouse/Pavilion. \_\_\_\_\_ (Initial here)

Once you determine availability and complete this Form, write two (2) checks both payable to "Town of Kindred Community Development District": one (1) check for the rental fee for event; and one (1) check for the refundable deposit (Deposit check must be dated for the day of the event.)

**Immediately send the completed Reservation and Release of Liability Form along with both checks to the following address:** Town of Kindred Community Development District c/o Kindred HOA Management 1450 Diamond Loop Drive, Kissimmee, FL 34744. Reservations are tentatively approved on a first-come, first-serve basis, once all documentation and checks are received and approved. While there is not currently a maximum number of times a Patron can rent the Clubhouse or Pavilion, Management reserves the right to limit the number of rentals per Patron in any calendar year in to allow opportunities for others to rent the Clubhouse or Pavilion instead. Patron hereby acknowledges said rental limitations. Should it be determined after the event that the Patron used the common grounds, in violation of this agreement; failed to use Clubhouse or Pavilion for the purpose stated in his/her application; misrepresented number of attendees or length of time; or for any other application violations, Management reserves the right to withhold its return of the Patron's deposit, bar Patron from future rentals for a particular time period, or for other reasons as deemed appropriate. **I understand that I have applied and am pending the approval for the use of the Kindred Clubhouse for the above stated date and time(s); and that I am subject to the terms and conditions of this Private Usage of Clubhouse or Pavilion Rental Agreement and Release of Liability Form. I further acknowledge that I understand the Clubhouse facilities are monitored by a 24-hour Camera Monitoring System.**

I agree to indemnify and hold harmless the Town of Kindred Community Development, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for 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 use of the District Amenities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

I have read, understand, and agree to abide by all policies and rules of the District governing the District Amenities. Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the District Amenities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Town of Kindred Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

\_\_\_\_\_

Homeowner's Signature

\_\_\_\_\_

Date of Application

\_\_\_\_\_

Print Name

**OFFICE USE ONLY - ACCESS MANAGEMENT**

Date Received and Reviewed by District Staff: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Rental Amount Received: \$ \_\_\_\_\_

Half Day or Full? \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Deposit Amount Received: \$350.00 (Clubhouse) \$300.00 (Pavilion)

Check Number For Deposit: \_\_\_\_\_ Check Number For Rental Fee: \_\_\_\_\_

Deposit Returned & Renter Notified via Email: \_\_\_\_\_