

# **HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

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## **AMENITIES RULES**

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**Harrison Ranch CDD Clubhouse  
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Parrish, Florida 34219  
(941) 776-9725**

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## **PART 1: Harrison Ranch Community Development District**

### ***Amenity Operating Policies***

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2021)

Effective Date: March 14, 2022

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#### **DEFINITIONS**

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

**“Access Card”** – shall mean the identification card issued to Patrons.

**“Amenities”** – 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 District’s clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

**“Amenities Rules” or “Rules”** – shall mean all Amenities Rules of the District, as amended from time to time, including these Amenities Operating Policies.

**“Amenity Manager”** – shall mean the District’s amenity management contractor (presently, Rizzetta & Company, Inc.) and the individuals hired by the amenity management contractor to manage the Amenities, including but not limited to the Activities Director.

**“Annual User Fee”** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District’s Rules.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the District.

**“District”** – shall mean the Harrison Ranch Community Development District.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District (presently, Rizzetta & Company).

**“Family”** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

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

**“Guest Access Card”** – A type of Access Card purchased at the request of a Patron and for use by a Weekly Guest on a temporary basis.

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

**“Non-Resident Patron”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Patrons, and Renters.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

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

**“Weekly Guest”** – shall mean a Guest who is visiting a Patron for a limited amount of time and who purchases a weekly Guest Access Card.

## **AUTHORIZED USERS**

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

***Residents.*** A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

***Non-Residents.*** 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.

***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.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. 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 deportment of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

**Guests.** Except as otherwise provided for herein, each Patron may bring a maximum of eight Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place an eight-Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to eight Guests each for a total of thirty-two Guests, but instead can only bring a total of eight Guests on behalf of the entire household.

1. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply.
2. Guests shall be subject to all rules and policies, including but not limited to these Rules, as the Board may adopt from time to time, and shall be required to sign the Consent and Waiver Agreement attached hereto as **Exhibit A**.
3. Weekly Guests who have purchased a Guest Access Card are not required to be accompanied by a Patron; however, they are not entitled to bring additional Guests. The Patron by which the Guest Access Card was purchased is responsible for any harm caused by the Patron's Weekly Guest while using the Amenities.
4. A Patron's guest privileges do not apply to any program or activity that resident is providing to the District as a programming contractor or subcontractor.

**Registration / Disclaimer.** In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

## **ACCESS CARDS**

**Use of Access Cards.** Patrons and Weekly Guests can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other amenity facility,

Patrons and Weekly Guests will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Weekly Guest provide an Access Card to another person to allow him or her to use the Amenities.

***Issuance of Access Cards.*** Each Patron ten years of age or older will receive one Access Card upon registration with the District. In the District's discretion, Guests participating in community programming may be required to exchange their driver's license or other valid identification for a temporary Access Card for the duration of the programming.

***Non-Transferrable.*** Access Cards are the property of the District and are non-transferable except in accordance with the District's Rules.

***Lost or Stolen Cards.*** All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

## **COMMUNITY PROGRAMMING**

***Resources.*** The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the clubhouse:

Amenity Manager  
The Clubhouse at Harrison Ranch  
5755 Harrison Ranch Blvd.  
Parish, Florida 34219  
941-776-9725

***Patrons and Guests Only.*** Unless otherwise directed by the District or Amenity Manager, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees and signing of all applicable waivers.

1. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.
2. If the District or Amenity Manager authorizes additional Guests to participate in community programming (i.e. those not accompanied by a Patron), the Guest shall be permitted to use only those portions of the Amenities where the programming is conducted. Use of the facilities shall be limited to the Guest only, and shall not permit his/her family members to use the Amenities during the programming or otherwise.

3. In the District's Discretion, Patrons and Guests may be required to sign in with the Amenity Manager or Amenities staff prior to participating in any programming.
4. Patrons who are acting in the capacity of a programming contractor or subcontractor for the District shall not be permitted to bring their own Guests to the program or activity they are providing.

**Registration.** Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered. Unless otherwise provided by the District, Patrons shall have priority over Guests in registering for programs.

**Programs and Activities.** All programs and services including personal training, group exercise, tennis lessons, swim lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board, unless otherwise provided herein. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager. Personal training, if offered, is only available to Patrons. Guests may not utilize a personal trainer.

**Athletic Teams.** The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Rules apply to all such teams, and all such members of any outside teams shall be considered Guests within the meaning of these Rules. Please contact the Amenity Manager for further information.

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

**Refunds.** Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

## **GENERAL PROVISIONS**

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

**ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK  
AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY**

**BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.**

**THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE PLAYGROUND, POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.**

***Emergencies:*** After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager at 941-776-9725, and to the office of the District Manager at 813-533-2950.

***Hours of Operation.*** All hours of operation of the Amenities will be established and published by the District. The clubhouse may be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

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

1. ***Registration and Access Cards.*** All Patrons, Weekly Guests, and Guests who have obtained a temporary Access Card must have their assigned Access Card upon entering the clubhouse or other card-secured areas. Cards are only to be used by the Patron, Weekly Guest, or Guest to whom they are issued. Patrons, Weekly Guests, and Guests must present their Access Cards upon request by the Amenity Manager.
2. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities, except for a Weekly Guest who has purchased a Guest Access Card, or a Guest who has obtained a temporary Access Card.
3. ***Minors.*** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents

and legal guardians to accompany and supervise their minor children while at the Amenities.

4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts, pants/shorts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only.
6. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons who rent the Amenities will be required to notify the District if alcohol is expected to be consumed or served at the event.
7. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) 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. 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 the Amenity Manager.
8. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATVs), 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.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be



originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.

19. **Commercial Activities Prohibited.** Except as permitted by the District, no commercial activities shall be conducted at the Amenities. This shall not prohibit the District from contracting with vendors to provide amenities programming or other services for the benefit of Patrons.
20. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
21. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
22. **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 Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
23. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
24. **Grills.** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
25. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

## **FITNESS CENTER**

The following Rules apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** For safety reasons, only Patrons and Guests ages 14 and older may use the fitness center. Patrons 13 and under may not use the fitness room unless they are registered in a structured program.
3. **Attire.** Appropriate attire including shorts, shirts, and closed-toe athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.

4. ***Courtesy.*** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 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.
5. ***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.
6. ***Noise.*** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. ***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.
8. ***Hand Chalk.*** Hand chalk is not permitted.
9. ***Personal Training.*** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited. For purposes of this section, “personal training” shall mean provision of one-on-one fitness or exercise instruction by a person who does not have an established place of business for the primary purpose of conducting physical exercise and who holds a license or certification attesting that they are capable of providing such instruction.
  - a. Patrons may request permission to bring a personal trainer to the gym to conduct a personal training session by submitting a written request to the Amenity Manager. In order to obtain approval, the personal trainer must provide proof of required insurance and certification/licensing;
  - b. Each approved personal trainer shall train only one Patron at a time;
  - c. All personal training schedules must be approved by the Amenity Manager; and
  - d. No personal training shall be permitted until permission has been granted and the personal trainer has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.

## **JUNIOR OLYMPIC POOL**

The following Rules apply to the District’s pool:

1. ***Swim at Your Own Risk.*** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. ***Operating Hours.*** The pool areas are open from dawn to dusk only, unless other hours consistent with the pool operating permit are authorized by the Board. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. ***Food and Drink.*** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool.

5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. The Amenity Manager has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a snug-fitting swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **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.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, general maintenance and repairs, or for other reasons reasonably necessary to protect the health and safety of Patrons and Guests.

22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of swim instruction, aquatic exercise, etc., as a community program for the benefit of Patrons and Guests.
- a. Patrons may request permission to bring a swim instructor to the pool to conduct a swim instruction session by submitting a written request to the Amenity Manager. In order to obtain approval, the swim instructor must provide proof of required insurance and certification/licensing;
  - b. Each approved swim instructor shall instruct only one household at a time;
  - c. All swim instruction schedules must be approved by the Amenity Manager; and
  - d. No swim instruction shall be permitted until permission has been granted and the swim instructor has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.
24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

## TENNIS COURTS AND BASKETBALL COURTS

The following Rules apply to the tennis courts and basketball courts (the “Courts”):

1. **First-Come Basis.** Courts are available for use by Patrons and Guests only on a first-come, first-served basis. When other players are waiting, Court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the Courts.
3. **Use.** Tennis courts are for tennis only, and basketball courts are for basketball only, or for pickle ball where designated.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the Courts at any time.
5. **Food and Drinks.** Food and gum are not permitted on the Courts. Drinks must be in a non-breakable spill-proof container.

6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the Courts.
7. **Operating Hours.** The Courts are open from 6 a.m. to 10 p.m. or as otherwise posted. No one is permitted on the Courts at any other time unless a specific event is scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards, hover boards or similar items are permitted on the Courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces of the Courts.
10. **Equipment.** Patrons are responsible for bringing their own equipment.
11. **Instruction for Fees Prohibited.** Except as expressly authorized by the District, instruction or training for fees, or solicitation of instruction or training for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of instruction as a community program for the benefit of Patrons and Guests.
  - a. Patrons may request permission to bring a tennis/basketball instructor to the Courts to conduct a sports instruction session by submitting a written request to the Amenity Manager. In order to obtain approval, the instructor must provide proof of required insurance and certification/licensing;
  - b. Each approved instructor shall be permitted to instruct up to 10 Patrons at a time;
  - c. All instruction schedules must be approved by the Amenity Manager; and
  - d. No instruction shall be permitted until permission has been granted and the instructor has signed any required agreement and/or release form and provided proof of required insurance and certification/licensing.
12. **Fence.** Climbing the fence or tampering with any lock is prohibited.
13. **Radios.** Portable radios are prohibited on the Courts.
14. **Play at Your Own Risk.** The Courts are unattended, so all Patrons and Guests use the Courts at their own risk. All Patrons and Guests are encouraged to consult their physician before participating in any sports activities.

## **MULTI-PURPOSE FIELD**

The following Rules apply to the multi-purpose field:

1. **First-Come Basis.** The field is available for use by Patrons and Guests only on a first-come, first-served basis.
2. **Vehicles.** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the field.
5. **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons are responsible for bringing their own equipment.

7. **Golfing.** Golfing is not permitted on the field.
8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited. This shall not prevent the District or the Amenity Manager from contracting for provision of sports instruction as a community program for the benefit of Patrons and Guests.
9. **Play at Your Own Risk.** The field is unattended, so all Patrons and Guests use the field at their own risk. All Patrons and Guests are encouraged to consult their physician before participating in any sports activities.

## **EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS**

The following Rules apply to the event lawn, patio, and other outdoor areas:

1. **First-Come Basis.** The picnic areas, and patio grill, are available for use by Patrons and Guests only on a first-come, first-served basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. **Vehicles.** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. **Grill.** Patrons are responsible for cleaning District-owned grills after use.
4. **Skateboards, Etc.** Bikes, rollerblades, skateboards, scooters, hover boards and equipment with wheels are prohibited.
5. **Glass Containers.** No glass containers or breakable objects of any kind are permitted.
6. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
7. **Pets.** Pets must be kept on a leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
8. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first-come, first-serve basis. Removal of tables, chairs, and grills from the picnic area is prohibited.
9. **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
10. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

## **TRAILS**

The following Rules apply to the District's walking trails:

1. **Vehicles.** Trails are open to all forms of non-motorized transportation unless otherwise posted. Pedestrians have the right-of-way on trails unless otherwise posted. Bicycles and other "wheeled" travelers must yield to hikers.
2. **Hours of Operation.** Trails may be used from dawn until dusk.

3. ***Approved Programs.*** All events, races, and competitions must be approved programs.
4. ***Safety.*** Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions. Faster users should pass on left and announce their intention before passing. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.
5. ***Designated Trails.*** Trail users must stay on existing designated trails.
6. ***Vegetation.*** Do not disturb vegetation or wildlife.
7. ***Wildlife.*** Wildlife will be present on the nature trails.

## **LAKE OR POND AREAS**

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

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Be aware that wildlife, including snakes, alligators, birds and other animals may be present at the ponds. Do not approach the wildlife or feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

## **PLAYGROUND AND TOT LOTS**

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

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **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.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

### **BUSINESS OFFICE / STUDY**

**Use of Workstation.** The District offers access to computers and the Internet through its business office, which is available for use by Patrons and Guests. The following Rules apply to the use of the computer workstation:

1. There is a 30-minute time limit on the workstations.
2. The District will not take reservations for workstation use.
3. Food and drink are not permitted.
4. Downloading files to USB flash drives, zip drives and computer disks is permitted. Users must supply disks. Users may not download files to the hard drive.
5. Personal communication (e-mail and chat rooms) is permitted.
6. The District will not be responsible for damage done to users' computer disks or non-District computer equipment as a result of downloading or use of the workstation equipment.
7. District staff is available to provide limited assistance in the use of the District's computers. Staff may limit the amount of time spent in assisting a user in order to provide adequate support for all other District services.
8. There is no fax or copy service at the business center.

**User Responsibilities.** The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.

Use of the District's computers for purposes contrary to state or federal laws or in a manner that violates this Policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:



1. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
2. Propagating malicious software.
3. Unauthorized copying of copyrighted material.
4. Attempting to access unauthorized files or systems.
5. Attempting to damage or alter District equipment or software.

***Computer Use by Minors.*** Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Guardians are advised to read and share with children under 18 the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

**Use of Conference Area.** The District offers access to the conference area through its business office, which is available for use by Patrons and Guests. The following Rules apply to the use of the conference area:

1. There is a 2-hour time limit on the use of the conference area.
2. The District will take reservations for the conference area.
3. Reservations must be made 24 hours in advance, and are subject to availability.
4. Food and drink are not permitted.

## **FACILITY RENTAL RULES**

The following Rules apply to the rental of the Amenities:

1. ***Patrons Only.*** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. ***Amenities Available for Rental.*** The types of Amenities available for rental are described in the Rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. ***Payment & Registration.*** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the Amenity Manager a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the Amenity Manager. The Amenity

- Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the “**Rental Fee**” as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron’s Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. **Event Host.** Each application shall provide the name and contact information of a Patron who shall act as the “Event Host.” The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District’s point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.
  5. **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 a Patron to receive a refund of the Deposit.
  6. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
    - a. Remove all garbage, place in dumpster, and replace garbage liners;
    - b. Remove all decorations, event displays, and materials;
    - c. Return all furniture and other items to their original position;
    - d. Stack chairs in stacks of ten (10);
    - e. Fold all folding tables and place in hallway;
    - f. Wipe off counters, table tops, and the sink area;
    - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
    - h. Lock all doors after the last guest leaves; and
    - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
  7. **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.
  8. **Duration of Rentals.** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be

charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.

9. **Capacity.** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the Clubhouse.
10. **Noise.** The volume of live or recorded music must not violate applicable Manatee County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
11. **Alcohol.** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District's discretion:
  - a. BYOB Alcohol: Patron must provide proof of a Homeowner's Insurance Rider/Endorsement providing special event coverage
  - b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.
12. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
13. **After-hours Rentals.** The operating hours of the Amenities may vary from time to time, in the District's discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:
  - a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the Clubhouse door. The rental card will permit access until 11 p.m. All events must be concluded and all clean-up must be complete by 11 p.m.
  - b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
  - c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be

charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.

- d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

## **CLUBS**

1. Patrons may request that the Amenity Manager recognize the creation of a community club (“**Club**”). Participants in the Clubs must be Patrons or their Guests, and are subject to these Rules.
2. Each Club may rent the Amenities at no charge (“**Courtesy Rentals**”) up to four times per month, provided however that such Courtesy Rentals shall be subject to availability as determined by the Amenity Manager.
3. Should the Club wish to be posted on the community calendar, the Club must notify the Amenities Manager at least fifteen days prior to the upcoming month.
4. The organizing Patron of a Club must be the legal age of majority.
5. The District is in no way financially or otherwise responsible for the acts or omissions of any Club or its members.
6. Clubs may not purport to speak on behalf of or represent the views of the District. The District shall not be deemed to endorse the views, purpose, or action of any Club by virtue of permitting a Club to be created and/or permitting the Club to engage in Courtesy Rentals.

## **COMMUNITY OUTREACH ORGANIZATIONS**

1. The Board, in its discretion, may offer Courtesy Rentals to charitable organizations (501(c)(3) or 501(c)(4)) or government-affiliated organizations operating within Manatee County, or other organizations deemed to have a sufficiently public or charitable purpose (“**Community Outreach Organizations**”) and for activities deemed to have a sufficiently public or charitable purpose. Certain events without a charitable or public purpose, such as staff parties, etc., may not qualify for Courtesy Rentals.
  - a. The Amenity Manager shall have authority on behalf of the District to determine which organizations and activities qualify for Courtesy Rentals. Denials may be appealed to the Board at the applicant’s request.
  - b. Exception: Unless otherwise approved by the Board, other community development districts do not qualify for Courtesy Rentals, although discounts from the regular rental rate may be offered in the Board’s discretion.
2. Unless otherwise determined by the Board or the Amenity Manager, any Community Outreach Organization Courtesy Rental must be led by a Patron who

- is at least 18 years of age, and who must be present for the duration of the Courtesy Rental and otherwise serve as the Event Host.
3. Courtesy Rentals for Community Outreach Organizations are limited to no more than one (1) rental per month, may be reserved no more than one (1) month in advance, and are subject to availability as determined by the Amenity Manager.
  4. The District is in no way financially or otherwise responsible for the acts or omissions of any Community Outreach Organization or its members, and Community Outreach Organizations may not purport to speak on behalf of or represent the views of the District. The District shall not be deemed to endorse the views, purpose, or action of any Community Outreach Organization by virtue of permitting the Community Outreach Organization to engage in Courtesy Rentals.

### **PROPERTY DAMAGE**

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

## **USE AT OWN RISK; INDEMNIFICATION**

**ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.**

**SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.**

**FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, INSTRUCTION, 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 Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

## **AMENDMENTS / WAIVERS**

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

<b>ATTACHMENT A:</b>	<b>Consent and Waiver Agreement</b>
<b>ATTACHMENT B:</b>	<b>Amenity Rental Agreement</b>

## HARRISON RANCH CDD - CONSENT AND WAIVER AGREEMENT

The Harrison Ranch Community Development District (“**District**”) owns and operates certain amenities, including a clubhouse, pool, playground, walking trails, and other facilities, and offers certain amenity programs, to the patrons of Harrison Ranch. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Harrison Ranch Homeowners’ Association, Inc., and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the Activities. I further acknowledge and agree that I have read and shall be bound at all times by the terms and conditions of the Rules, rules and regulations of the District, as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Activities, and that I am responsible for supervising my minor children and guests and am further responsible for their acts and omissions. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is 18 years of age or older)

Parent/Guardian Name: \_\_\_\_\_  
(if Participant is under 18 years of age)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is under 18 years of age)

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

Phone Number (home): \_\_\_\_\_

Phone Number (alternate): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

**NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.**

**PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.**



**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
AMENITY RENTAL AGREEMENT**

Name of Applicant: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Rental Area: The rental area is limited to the Lounge, Kitchen, Game Room, and Veranda/Field ONLY

Duration: ☐ Half-day, daytime (11 am to 5 pm) ☐ Half day, evening (5 pm to 11 pm) ☐ Full day (11 am to 11 pm)

Intended Use: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Event Host (if different from above): \_\_\_\_\_ Phone /Email: \_\_\_\_\_

***Indemnification:***

I agree to indemnify, defend and hold harmless the District, Harrison Ranch Homeowners' Association, Inc., and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Amenities, and if alcohol is present, arising out of, or in connection with the, the consumption or provision of alcohol. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Rules (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenities, and that I am responsible for supervising my minor children and guests and am further responsible for their acts and omissions. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other law.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

***Acknowledgements (please initial by each):***

1. \_\_\_\_ The reservation is not confirmed until both the completed Amenity Rental Agreement and the Deposit (and any required Certificate of Insurance) have been received by the Amenity Manager.
2. \_\_\_\_ There is a maximum capacity of \_\_\_\_ persons for the Clubhouse. Patrons must inform their guests that once the scheduled event is completed, all guests are requested to exit.
3. \_\_\_\_ The rental duration includes set-up and post-event clean up and applies to all guests in attendance. Standard Guest policy applies outside the scheduled rental time and to all other District amenities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Amenities only.
4. \_\_\_\_ The interior and exterior of the Amenities are under closed circuit television surveillance.
5. \_\_\_\_ A Deposit made out to "Harrison Ranch Community Development District" shall be provided to the Amenity Manager upon submitting this reservation request.
6. \_\_\_\_ The Deposit will be refunded to Patron within ten (10) business days following the event provided all requirements set forth in the Amenity Rules are complete. If the Deposit will not be refunded, the Patron will be notified by District Staff within ten (10) business days following the event.
7. \_\_\_\_ Rental Fee: A non-refundable Rental Fee will be charged for rental of the Amenities. A separate check shall be made out to the "Harrison Ranch Community Development District" and submitted to District Staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Deposit.
8. \_\_\_\_ Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District is required.
9. \_\_\_\_ Additional fees may be assessed or all or a portion of the Deposit may be retained by the District if the clean-up is incomplete, the event is not limited to the reservation time frame, or if there is damage to the Amenities.
10. \_\_\_\_ I have reviewed, fully understand, and agree to abide by, the Amenity Rules.

11. \_\_\_\_ I understand that at the conclusion of my rental period, I am responsible for the following clean-up tasks:

- Remove all garbage, place in dumpster, and replace garbage liners;
- Remove all decorations, event displays, and materials;
- Return all furniture and other items to their original position;
- Stack chairs in stacks of ten (10);
- Fold all folding tables and place in hallway;
- Wipe off counters, table tops, and the sink area;
- Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
- Lock all doors after the last guest leaves; and
- Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.

**Alcohol:**

Will alcohol be served/consumed? Check one: ☐ Yes, served; ☐ Yes, BYOB; ☐ No

If you answered "yes" for either served or BYOB alcohol above, please initial below:

- \_\_\_\_ I understand that if I intend to serve or sell alcohol, I must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event.
- \_\_\_\_ I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property.
- \_\_\_\_ If event liability insurance coverage is required, the Harrison Ranch CDD is to be named on the policy as an additional insured party as follows: Harrison Ranch Community Development District and its supervisors, District Manager, Amenity Manager, agents, officers, staff, and contractors
- \_\_\_\_ I have reviewed and agree to comply with the insurance requirements below:

	BYOB	Served/Sold
<b>Permitted</b>	Yes	Yes, but only if a licensed bartender/caterer is hired
<b>Insurance</b>	Homeowner's Insurance Rider/Endorsement providing special event coverage	Event liability insurance: <ul style="list-style-type: none"> <li>\$250,000 Property Damage;</li> <li>\$1,000,000 Personal Injury,</li> <li>Alcohol Rider</li> <li>District named as additional insured</li> </ul>

**District Use Only:**

Deposit Amount: \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date: \_\_\_\_\_  
Rental Fee Amount: \$ \_\_\_\_\_ Check #: \_\_\_\_\_ Date: \_\_\_\_\_  
Insurance Certificate Provided: Yes \_\_\_\_ / N/A \_\_\_\_ Proof of Licensed and Insured Alcohol Vendor Provided: Yes \_\_\_\_ / N/A \_\_\_\_  
Bounce House/Outside Vendor Insurance Certificate Provided: Yes \_\_\_\_ / N/A \_\_\_\_  
Amenity Manager Staff Initials: \_\_\_\_\_

**PART 2: Harrison Ranch Community Development District**  
***Rule for Amenities Rates***

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2021)

Effective Date: April 11, 2022

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

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1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.
2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Harrison Ranch Community Development District, as amended from time to time.
3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.
4. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below. (For clarification purposes, all Guests must be represented by a Patron and deposit must be made by the Patron.)

Room / Area	Rental Fee*	Deposit
Veranda with Field	\$75 for half day \$150 for full day	\$150
Interior Clubhouse (includes kitchen, lounge, game room, and veranda)	\$75 for half day \$150 for full day	\$150
Special Meeting Rental	\$100 for up to 3 hours; each additional hour \$50	N/A
LCD Projector and Screen	\$50/day	\$150
16' Blowup Movie Screen and Projector	\$150/day	\$300

\*A half day shall be either daytime (from 11 a.m. to 5 p.m.), or evening (5 p.m. to 11 p.m.). A full day shall be from 11 a.m. to 11 p.m. All times include set-up and clean-up of the rented Amenities. The Amenity Manager has the discretion to set the specific hours of a given rental.

5. **Non-Clubhouse Rates.** The following non-clubhouse fees apply to programs which may be provided at the Amenities, if the District chooses to offer such programs:

Area / Service	Fee	Deposit (if applicable)
<b><i>Fitness</i></b>		
Fitness Class	\$2-5/class	N/A
Individual Personal Training	\$45-65/hour session	N/A
Buddy Personal Training	\$35-55/hour session, per person	N/A
<b><i>Aquatics</i></b>		
Private Swim Lesson	\$20-40/hour session	N/A
Group Swim Lesson	\$5-20/hour per person for up to 4 persons	N/A
Swim Clinic	\$2-10/hour per person for between 5 to 8 persons	N/A
<b><i>Annual Swim or Other Athletic Teams</i></b>		
Individual	\$80-120/annual per person	N/A
Competing Teams	\$0-5 per person, per event	\$300
<b><i>Multi-Purpose Field</i></b>		
Field Rental	\$25-50/hour	\$300
<b><i>Tennis</i></b>		
Private Tennis Lesson	\$25-45/half-hour session \$60-80/hour session	
Group Tennis Lesson	\$5-15/hour per person for up to 4 person	
Tennis Clinic	\$5-10/hour per person for between 5 to 8 persons	\$300
<b><i>Special Monthly Events</i></b>		
Individuals	\$0-40 per event	N/A
<b><i>Patron Special Interest Groups</i></b>		
Individual Membership for Group	\$10-50 per year	N/A

6. **Miscellaneous Fees.**

Item	Maximum Fee
Access Cards (one per Patron)	Free
Replacement of Damaged, Lost, or Stolen Access Card	\$25
Access Card for Renters	\$25
Weekly Guest Access Card (Limit 2 active Guest Access Cards at a time per household )	\$40 per week
Guest Fee with Accompanying Patron, non-community programming (Max. 8 per household)	Free
Guest Programming Participant Fee	\$20
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30
Replacement of Damaged, Lost, or Stolen Rental Card or Clubhouse Door Key	\$25

7. **Special Provisions.**
- a. ***Homeowner's Association Meetings.*** Unless otherwise provided in the District's official Rules, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.
  - b. ***Clubs Meetings.*** Unless otherwise provided in the District's official Rules, as may be amended from time to time, each Club is permitted up to four (4) free meetings per month, subject to availability.
  - c. ***Community Outreach Organizations.*** Unless otherwise provided in the District's official Rules, as may be amended from time to time, Community Outreach Organizations may be permitted up to one (1) free meeting per month, subject to availability and the rules and policies of the District, and in the District's discretion.
  - d. ***Additional Costs.*** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.
  - e. ***Guest Programming Participant Fee.*** Any Guest who participates in a community programming activity, whether accompanied by a Patron or authorized to participate by the District or the Amenity Manager, within their discretion, may be charged a Guest Programming Participant Fee, which shall be in addition to any other applicable program fees. The Guest Programming Participant Fee shall only authorize the Guest to access that portion of the Amenities where the programming is taking place, and only while the Guest is participating in such programming.
8. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.
10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

## **PART 3: Harrison Ranch Community Development District**

### ***Disciplinary & Enforcement Rule***

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2019)

Effective Date: November 11, 2019

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harrison Ranch Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

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1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an 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, including the Amenity Rules;
- f. Treats the District's supervisors, staff, amenities 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.

4. **Authority of Amenity Manager.** The Amenity Manager or his or her designee has the ability to immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenity Manager or their designee may at any time restrict or

suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's, in the Amenity Manager or designee's discretion) privileges to use any or all of the Amenities for a period not to exceed fourteen days.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than fourteen days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.