



**RANDAL PARK COMMUNITY  
DEVELOPMENT DISTRICT**

**AMENITY FACILITIES POLICIES**

**Final Approved**  
**August 1, 2014**  
*Amended June 5, 2015*  
*Amended March 17, 2017*

**Randal House Clubhouse  
8730 Randal Park Blvd.  
Orlando, Florida 32832**

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## DEFINITIONS

**“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 Randal House Clubhouse, together with its appurtenant facilities and areas and District Recreational Amenities.

**“Amenity Facilities Policies”** or **“Policies”** – shall mean these Amenity Facilities Policies of Randal Park Community Development District, as amended from time to time.

**“Amenity Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District.

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

**“District”** – shall mean the Randal Park Community Development District.

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

**“Guest”** – shall mean any individual that is invited to use the Amenity Facilities with a Resident, Renter or Non-Resident Member.

**“Non-Resident 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 Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

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

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

**“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 Randal Park Community Development District.

### **ACCESS CARDS**

1. Access cards (or similar access devices) may be issued to members of each Resident's household, Renters or Non-Resident Members. There is a charge to replace lost or stolen cards or for additional cards.
2. Each household will be issued a maximum of two (2) access cards. The first two (2) cards will be issued at no charge to the Resident.
3. Renters will be required to purchase their own access cards.
4. All Patrons will be required to sign a waiver of liability before using the District amenities and obtaining their access card(s).
5. Patrons may be required to present access cards upon request by staff at any Amenity Facility.

### **NON-RESIDENT ANNUAL USER FEE**

The Annual User Fee for any person not owning real property within the District is \$2,000.00 per year, and this fee shall include privileges for up to four (4) people total. This payment must be paid in full at the time of completion of the Non-Resident Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities. This membership is not available for commercial purposes.

### **GUEST POLICIES**

1. Guests must be accompanied by a Resident, Renter or Non-Resident Member at all times while using the Amenity Facilities.
2. Resident, Renter or Non-Resident Members may accompany no more than four (4) guests per registered Resident, Renter or Non-Resident Member to the Amenity Facilities.
3. Residents, Renters or Non-Resident Members are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Resident, Renter or Non-Resident Member's privileges and membership.

### **RENTER'S PRIVILEGES**

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as purchase an access card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. 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.
5. Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

### **GENERAL FACILITY PROVISIONS**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons may be required to present their access cards in order to gain access to the Amenity Facilities.
3. All hours of operation, including holiday schedules, of the Amenity Facilities will be established and published by the District and Amenity Manager.
4. Dogs and all other pets (with the exception of service dogs) are not permitted inside of the Randal House Clubhouse, pool and pool deck, splash pad or gym. In the event a special event is held, as previously approved by the Amenity Manager, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.

5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
6. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks on a case-by-case basis.
7. Only District employees or employees of the Amenity Manager are allowed in the service areas of the Amenity Facilities.
8. The Board of Supervisors (as an entity), the Amenity Manager and its staff shall have full authority to enforce these policies. However, the Amenity Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said policy, and the Amenity Manager reserves the right to enforce all of these policies at any time he or she sees fit.
9. All lost or stolen access cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards.
10. Smoking is not permitted at the Randal House Clubhouse together with its appurtenant facilities and areas and District Recreational Amenities.
11. Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
12. Pool and Splash Pad rules that are posted in the appropriate area must be observed.
13. Patrons and their Guests shall treat all staff members with courtesy and respect.
14. Off-road motorbikes/vehicles and golf carts are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
15. Skateboarding is not allowed on the Amenity Facilities property at any time.
16. Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.

17. Except at certain functions when the clubhouse is rented, and only in the rented portion, alcoholic beverages may not be sold, served and consumed on the Amenity Facility premises in accordance with state and local laws.
18. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
19. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation.
20. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facilities in accordance with Florida law.
21. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
22. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
23. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
24. There shall be no overnight parking in the Amenity Facility parking lot.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Patron and their Guest assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.



2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).
3. Any Patron who in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.
4. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

#### **GENERAL RANDAL PARK AMENITY FACILITY USAGE POLICY**

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest.

***Hours:*** The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Amenity Manager as listed below. The specific hours of operation will be designated by season.

|                 |   |
|-----------------|---|
| Clubhouse:      | 10am – 6pm (M-F)                                |
| Fitness Center: | 24/7  |
| Pool Area:      | dawn until dusk (Specific hours set seasonally) |
| Splash Pad:     | dawn until dusk                                 |
| Dog Park:       | dawn until dusk                                 |
| Playground:     | dawn until dusk                                 |

**Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager (phone number 407-247-0984) and to the office of the District Manager (phone number 407-841-5524).

**District Equipment:** Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest would be responsible to the District for any cost associated with repair or replacement of the equipment.

**Alcoholic Beverage Policy:** Except for specific exclusions identified herein, NO alcoholic beverages may be sold, served, and consumed on the premises in accordance with state and local laws.

**Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Amenity Manager’s staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.**

## **DOG RULES**

### **Walking Trail**

1. Dogs must be on a leash at all times.
2. Aggressive dogs are not permitted on the premises. Dogs must be removed from the walking trail at the first sign of aggression.
3. Dog feces must be cleaned up by owners. Three (3) Doggie Pots are provided throughout the walking trail for proper disposal.

### **Dog Park**

1. Dogs must be current on all vaccinations.
2. Dogs must be leashed when entering and exiting the Dog Park.
3. No Children under the age of 16 are permitted unless accompanied by an adult. Children have a tendency to scream and run when excited, which can trigger a dog's prey drive or natural instinct to chase. For this reason and for the safety of your children, we do not recommend bringing small children and infants into the dog park.

4. Aggressive dogs are not permitted on the premises. Dogs must be removed at the first sign of aggression.
5. Female dogs in heat are prohibited from entering the park.
6. Dog owners must be in the park and within view of their dogs at all times.
7. All off-leash dogs must be under voice control of their owners. If you cannot control your dog off leash, keep your pet leashed at all times.
8. Dog owners must keep their leash in hand at all times.
9. Please do not bring dog food into the park.
10. Owner must clean up dog feces. Seal waste in plastic bags before disposing in designated receptacles.
11. Fill any holes your dog digs.
12. Failure to abide by the park rules may result in loss of privileges.

### **PLAYGROUND RULES**

1. Use playground at your own risk.
2. Playground is designed for ages twelve (12) and under.
3. Children must be accompanied by an adult.
4. No glass or alcoholic beverages allowed on the playground.
5. Proper footwear required at all times.
6. Improper use of equipment prohibited.
7. No pets on the playground.

### **GENERAL SWIMMING POOL RULES**

#### ***NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK***

1. Patrons may be required to present their access cards or verification of registration while in the swimming pool area. At any given time, a Resident, Renter or Non-Resident Member is allowed up to four (4) Guests per each registered Resident, Renter or Non-Resident Member to the swimming pool (unless a greater number of guests has been approved by the Amenity Manager).
2. Guests under fifteen (15) years of age must be accompanied at all times by a parent or Patron during usage of the pool facility.
3. No diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones or for scheduled activities.
6. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Amenity Manager. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
7. Showers are required before entering the pool.

8. Patrons and Guests may bring non-alcoholic beverages and food to the pool area and must properly dispose of all trash by utilizing the proper disposal containers upon exiting the pool. Glass containers are prohibited. The wet pool deck (the four foot wide unobstructed pool deck area around the outside of the pool water perimeter) must remain clear of all food and beverages at all times.
9. There is no consumption of food or drinks while in the pool.
10. 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 in the swimming pool/deck area.
11. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
12. Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
13. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside any Amenity Center gates at any time.
14. The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
15. Any person swimming during non-posted swimming hours may be suspended from using the facility.
16. Proper swim attire (no cutoffs) must be worn in the pool.
17. No chewing gum is permitted in the pool or on the pool deck area.
18. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
19. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
20. Radio controlled water craft are not allowed in the pool area.
21. Pool entrances must be kept clear at all times.
22. No swinging on ladders, fences, or railings is allowed.
23. Pool furniture is not to be removed from the pool area.
24. Loud, profane, or abusive language is absolutely prohibited.
25. No physical or verbal abuse will be tolerated.
26. Tobacco products are not allowed in the pool area.
27. Illegal drugs are not permitted.
28. The District is not responsible for lost or stolen items.
29. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
30. The Randal House Clubhouse pool, splash pad and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.

## **SPASH PAD RULES**

### ***NO LIFEGUARD ON DUTY -- USE AT YOUR OWN RISK***

1. All previous safety issues under pool rules apply.
2. 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 at the splash pad.
3. No running on the splash pad.
4. No food or drinks are allowed to be consumed while on the splash pad.
5. No smoking.

## **SWIMMING POOL: THUNDERSTORM POLICY**

The Amenity Manager may control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion.

## **FITNESS CENTER POLICIES**

***Eligible Users:*** Patrons and Guests fifteen (15) years of age and older are permitted to use the District fitness centers during designated operating hours.

***Food and Beverage:*** Food is not permitted within the District fitness centers. Beverages, however, are permitted in the District fitness centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the District fitness centers.

1. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness centers. Appropriate attire includes t-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use.
3. Hand chalk is not permitted to be used in the District fitness centers.
4. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
5. No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
6. Weights or other fitness equipment may not be removed from the District fitness centers.
7. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
8. Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
9. Please replace weights to their proper location after use.

10. 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.
11. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District fitness centers.

### **RANDAL HOUSE CLUBHOUSE: RESERVATION POLICY**

Patrons, upon payment of applicable fees, may reserve the Randal House Clubhouse through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of four (4) hours per event. Patron may only hold one four (4) hour event block per day. Reservation of the Randal House Clubhouse is on a first come, first serve basis and is subject to approval by the Amenity Manager. Refer to the Rules of the Randal Park Community Development District, Chapter III - "Rental Fees For Use of Certain Randal Park Facilities" (the "Rules – Chapter III"), for a complete schedule of rental fees and deposits. Please contact the Amenity Manager to make the proper arrangements regarding availability.

It is District policy that no alcohol of any kind is to be brought into, or taken away from, the facility without the District's approval.

Below are the policies and guidelines set forth and agreed upon by the Board and Amenity Manager regarding events in the Randal House Clubhouse:

#### **Policies**

1. Applicants for rental of the Randal House Clubhouse may only be a Resident, Renter or Non-Resident Member wishing to rent the Randal House Clubhouse. Refer to the Rules – Chapter III for more information.
2. Applicants may rent the Randal House Clubhouse designated rental room only, as certain amenities may not be reserved for private use.
3. Facilities will be reserved on a first-come, first-served basis.
4. Applicant may reserve the Randal House Clubhouse for up to four (4) hours only; one (4) hour reservation per day. (You are required to provide a minimum **30 day notice** before your event in order to make a reservation)
5. All applicants will be required to fill out and sign the District Facility Use Application Agreement at the Randal House Clubhouse office.
6. Staff will not accept voice messages left with the Randal House Clubhouse as a reservation. You must speak with to a staff member either on the phone, in person or by e-mail to confirm your reservations. Staff will provide a written authorization.
7. Please call the Randal House Clubhouse if you cannot make your scheduled reservation.
8. There are no personal "standing" weekly reservations allowed for the facilities listed in the reservation policy.
9. Applicants are responsible for ensuring that their Guests adhere to the policies set forth herein.
10. The volume of live or recorded music must not violate applicable City of Orlando noise ordinances.

11. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service may be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
12. Patrons are not allowed to bring and utilize their own personal grills or smokers at the Randal House Clubhouse. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service and the location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
13. These policies are subject to change at any time pursuant to action by the Board of Supervisors as a duly noticed District Board Meeting.

**PHASE II GREEN SPACE USE RULE**  
**RANDAL PARK CDD PHASE II GREEN SPACE: RESERVATION POLICY**

Patrons, upon payment of applicable fees, may reserve a portion of the Phase II Green Space between Burrows Street and Lovett Avenue (the “Phase II Green Space”) through the Amenity Manager’s office for various meetings, classes, events, etc. for a maximum of a two (2) hour block per event. Patron may only hold one two (2) hour event block per day. Reservation of the Phase II Green Space is on a first come, first serve basis and is subject to approval by the Amenity Manager. Refer to the other provisions of the Rules of the Randal Park Community Development District, Chapter III - “Rental Fees For Use of Certain Randal Park Facilities” (the “Rules – Chapter III”), for a complete schedule of rental fees and deposits. Please contact the Amenity Manager to make the proper arrangements regarding availability.

It is District rule that no alcohol of any kind is to be brought into, or taken away from, the facility without the District’s approval.

Below are the rules set forth and agreed upon by the Board and Amenity Manager regarding events at the Phase II Green Space:

**General Green Space Use Rules:**

1. Applicants for rental of the Phase II Green Space may only be a Resident, Renter or Non-Resident Member wishing to rent a portion of the Phase II Green Space. Refer to the Rules – Chapter III for more information.
2. Applicants may rent the designated Phase II Green Space only, as certain amenities may not be reserved for private use. The space should not exceed 50% of the Phase II Green Space in order to allow other residents to enjoy the facilities simultaneously.
3. Facilities will be reserved on a first-come, first-served basis.
4. Applicant may reserve the portion of the Phase II Green Space for up to two (2) hours only; one (2) hour reservation per day. (You are required to provide a minimum 30 day notice before your event in order to make a reservation)

5. All applicants will be required to fill out and sign the District Facility Use Application Agreement at the Randal House Clubhouse office.
6. Staff will not accept voice messages left with the Randal House Clubhouse office as a reservation. You must speak with to a staff member either on the phone, in person or by e-mail to confirm your reservations. Staff will provide a written authorization.
7. All applicants are responsible for obtaining the “RENTAL SIGN” from the amenity manager for the event and shall return it to the amenity manager the following business day during business hours. If the board is not returned, your deposit will be kept for replacement of the board.
8. Please call the Randal House Clubhouse office if you cannot make your scheduled reservation.
9. There are no personal “standing” weekly reservations allowed for the facilities listed in the reservation policy.
10. Applicants are responsible for ensuring that their Guests adhere to the policies set forth herein.
11. The volume of live or recorded music must not violate applicable City of Orlando noise ordinances.
12. No alcoholic beverages are allowed in the Phase II Green Space.
13. Patrons are not allowed to bring and utilize their own personal grills or smokers in the Phase II Green Space. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service and the location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
14. These policies are subject to change at any time pursuant to action by the Board of Supervisors as a duly noticed District Board Meeting.

### **Use of Randal Park Fields specific for Soccer Use:**

*Background:* The use of fields for soccer presents specific risks and impacts on the Phase II Green Space that necessitate the implementation of specific rules and procedures to address these risks and impacts.

#### *Specific Conditions for Soccer Use:*

1. Phase II Green Space shall be utilized only during months mutually agreed upon between the District and requesting individual or entity requesting use of the Phase II Green Space for Soccer Lessons (the “Soccer User”).
2. Fields shall be utilized during the following times, unless otherwise agreed upon in writing by the District:
  - a. Sunday: between the hours of 9am – 1pm
  - b. Monday: no later than 8pm
  - c. Tuesday: no later than 8pm
  - d. Wednesday: no later than 8pm



- e. Thursday: no later than 8pm
  - f. Friday: no later than 8pm
  - g. Saturday: between the hours of 9am – 1pm
3. Fees:  
Facility Use Fee of \$50 per two hour block shall be paid to the District by the Soccer User prior to commencement of any use of the Phase II Green Space.
  4. Use Limit: No more than eight (8) individuals shall use the Phase II Green Space for soccer at any given time.
  5. Soccer User shall conduct soccer camps, lessons and games in such a manner as to minimize use of the Phase II Green Space as much as is practicable, as to not unreasonably interfere with any individuals utilizing the field.
  6. License and Insurance shall be provided to the District by Soccer User naming the “Randal Park Community Development District” as an additional insured.
  7. Soccer User shall indemnify and hold harmless the District, its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys’ fees and costs) which arise out of, relate to or result from use of the Phase II Green Space.
  8. Soccer User shall comply with all laws, rules, regulations, statutes, restrictions.
  9. Soccer User shall clean up and dispose of any trash, rubbish, debris or material generated by Soccer User or individuals utilizing the Phase II Green Space for soccer.

**Specific Authority: Chapter 190.011, 190.012(3), 120.54, Florida Statutes**  
**Law Implemented: Chapter 190.012, 190.012(1), 190.012(3), Florida Statutes**

**Schedule of Fees and Deposits**

1. Refer to the Rules of the Randal Park Community Development District, Chapter III - “Rental Fees For Use of Certain Randal Park Facilities” (the “Rules – Chapter III”), for a complete schedule of rental fees and deposits.
2. If required by the Rules – Chapter III, a security deposit(s) or security fees shall be submitted to the Randal House Clubhouse Office in the form of a separate check (which shall be made payable to the “Randal Park Community Development District”).
3. A staff charge and/or other special charge(s) or fee(s), if applicable based upon the reasonable discretion of the Amenity Manager, will be added to the base fee in order to cover any additional costs.

## **Indemnification**

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

## **PAVILION POLICIES**

1. The pavilion is furnished with tables, chairs, fans, electricity, and charcoal grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or staff for instructions.
2. You are required to clean the charcoal grill and dispose of the coal in the designated containers after each use.
3. If at any time the equipment at the pavilion fails to operate properly, please contact the Amenity Manager or staff for assistance.
4. Guests under eighteen (18) years of age may not utilize the grills at the pavilion.
5. Please ensure that the pavilion and surrounding area is clean and free from trash and debris following any function.
6. The pavilion may be reserved by the District for District-sponsored events or functions.

## **CLUBS AND OTHER ORGANIZATIONS**

Any club, group or organization wanting to utilize the Amenity Facilities to promote club or organization activities must meet the following criteria:

- Clubs must be comprised of a minimum of at least five active members; all members must be Randal Park residents.
- No club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
- The purpose of each club must be to provide lifestyle enhancing opportunities to Randal Park residents and not to effectuate sales of products or services. No one household can profit from the club. Clubs may generate funds through dues and proceeds from club-organized events. If a club chooses to generate funds, a check and balance system must be in place as well as a club checking account.
- Club membership and club activities must be available to all residents. Criteria for club membership should be governed by the individual club's by-laws.
- Rules applying to the formation and admissibility of clubs may be modified at the discretion of the Randal Park Community Development District Board of Supervisors.

Violations of these policies by any club may result in the loss of that club's privileges within the Amenity Facilities.

## **SUSPENSION AND TERMINATION OF PRIVILEGES**

### **Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:**

Notwithstanding anything contained herein, the Amenity Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

### **Relating to District's Amenity Facilities Policies:**

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District's Amenity Facilities Policies established and approved by the Board of Supervisors.
2. Submits false information on the application for an access card.
3. Permits unauthorized use of access card.
4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the Amenity Manager in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District or Amenity Manager's staff.
7. Damages or destroys District property.

### **District Suspension and Termination Process:**

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

- A. First Offense – Verbal warning by staff of policy violations; the warning shall be summarized in a brief written report by staff and kept on file in the Randal House Clubhouse Office.
- B. Second Offense – Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file in the Randal House Clubhouse Office. In addition, the Patron/Guest will be suspended from the Amenity Facilities for the remainder of the day on which the written warning is issued.
- C. Third Offense – Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron/Guest and kept on file in the Randal House Clubhouse Office.
- D. Fourth Offense – Automatic suspension from all Amenity Facilities for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all pervious documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron’s/Guests privileges for up to one (1) calendar year from the Board’s approval of termination of privileges.