

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
POLICIES GOVERNING THE
RIVERCLUB FACILITIES**

THESE POLICIES ARE IN DRAFT FORM AND ARE SUBJECT TO CHANGE AT ANY TIME AT THE SOLE AND ABSOLUTE DISCRETION OF THE DISTRICT. CHANGES WILL BE POSTED ON THE DISTRICT WEBSITE AT WWW.RIVERSEDGE.COM.

USER FEE STRUCTURE

- (1) The annual user fee to access the River Club (defined herein) for persons not owning property within the District is \$4000.00 (“**Annual User Fee**”)
- (2) A maximum of two Facility Access Cards will be issued to each Patron family. There is a \$25.00 charge to replace lost cards.
- (3) Guests are limited to four (4) per household per day. A complimentary card that allows twelve (12) guest visits will be issued to each household annually. One additional card per household may be purchased annually.
- (4) All Guests must be accompanied by a Patron (as defined below) at all times.

DEFINITIONS

“**River Club**”, “**Amenities**” or “**Amenity Facility**” is defined as the amenity building (offices, Café, Game Room and restrooms, Pool Area (as defined below), playground, amphitheater, board walk, bathrooms, kayak launch and storage barn, parking lots, open space and other appurtenances or related improvements.

“**River Club Staff**” shall mean the persons responsible for daily operation of the River Club, including management, guest service hosts, , maintenance personnel or any District employee.

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

“**Amenity Manager**” shall mean the individual responsible for oversight of the River Club and River Club Staff.

“**Board**” shall be defined as the Rivers Edge Community Development District Board of Supervisors.

“**District**” shall be defined as the Rivers Edge Community Development District.

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

“**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 age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“**District Operations Manager**” shall mean a representative of the District’s management company who serves as a point of contact between the District and River Club Staff.

“District Property” shall mean all property owned by the District including, but not limited to, the River Club, common areas, parking lots and ponds.

“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 a specific visit by a Patron to use the Amenities.

“Non-Resident” – shall mean any person who 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.

“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.

“Policies” shall mean these Policies Regarding the District Amenity Facilities.

”Pool” shall include the swimming pool, deck, gazebos, shade structures and other property or improvements within the fenced area surrounding the pool.

GENERAL PROVISIONS FOR AMENITIES USAGE

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary and will notify the Patrons of any changes by posting the same on the District’s website, www.riversedgecdd.com. By signing that you have received and read these policies, you are additionally certifying you will read, understand, and comply with all policies, including but not limited to any later made revisions.

Only Patrons and Guests have the right to use the Amenities, provided however that community programming events (described later) may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements.

Residents. A Resident, by paying its annual assessment applicable to Residents, are provided 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 this assessment 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. A Renter will be required to provide proof of residency (minimum 12-month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card.
- (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 department of their respective Renter.
- (4) Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

Guests. Each Patron Family is issued 12 Guest passes annually for no charge. Privileges included with a guest pass include the use of the Amenities in accordance with these policies. There is no charge for children 3-years-old and under brought as Guests, and they do not count against guest passes. Once the passes are used, one additional 12 Guest pass may be purchased, pursuant to these policies for \$50. Except as otherwise provided for herein, each Patron Family may bring a maximum of four Guests to the Amenities at any one visit, provided however that Guests must be accompanied by a Patron who is at least eighteen years of age 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 a four Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular Family – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests per visit on behalf of the entire household. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the District Operations Manager in his or her discretion may require Patrons and Guests to "sign-in" prior to accessing the Amenities and/or to wear District-issued bracelets or other identification at the Amenities in order to better identify authorized users of the Amenities.

Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the RiverHouse Offices by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. 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. Patrons are responsible for their actions and those of their Guests.**

Access Cards. All Patrons will be issued an Access Card at the community office, located at the RiverClub facility. Access Cards will give Patrons entry to the District's Amenities during the regular operating hours of the Amenities. You can make an appointment to obtain your Access Card by contacting the General Manager of Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who is sixteen years of age or older. Minors with babysitters, au pairs, nannies, grandparents, etc. may receive an Access Card with limited access, again with a legal guardian's consent.

Patrons can use their Access Cards to gain access to the Amenities. This Access Card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Access Card to a non-Patron to allow a non-Patron to use the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees apply to replace any lost or stolen cards.

- (1) Patrons must present their access cards upon entering the River Club.
- (2) Unless provided elsewhere, children thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.
- (3) The River Club's hours of operation will be established and published by the District, which hours of operation may fluctuate based on the season, time of year and other circumstances. Check the District's website at www.riversedgecdd.com for information.
- (4) Dogs or other pets (with the exception of service animals) are not permitted in the River Club.
- (5) 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. Vehicles may not be left in the parking lot overnight without approval from the District's Operation Manager.
- (6) Fireworks of any kind are not permitted anywhere in the River Club or adjacent areas.
- (7) No Patron or Guest is allowed in the service areas of the Amenities.

- (8) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will make its best attempts at notifying the Patrons of any changes. However, it is incumbent upon Patrons to seek clarification for Policies applicable to the Amenity Facility.
- (9) The Board of Supervisors and River Club Staff has full authority to enforce all Policies.
- (10) Facility Access Cards will be issued to Patrons at the time their membership commences. All Patrons must have on their person Facility Access Card for entrance to the River Club. All lost or stolen swipe cards should be reported immediately to the Amenity Manager. There will be a \$25.00 replacement card fee.
- (11) Smoking of any kind, including vapor and e-cigarettes is not permitted on River Club grounds.
- (12) Disregard for any River Club rules or policies will result in expulsion from the facility and/or loss of River Club privileges in accordance with the termination policy.
- (13) Glass and other breakable items are not permitted at the River Club.
- (14) Patrons and their guests shall treat River Club Staff with courtesy and respect.
- (15) Skateboarding is not permitted at the River Club, including all parking lots, and sidewalks encompassing the River Club.
- (16) All bicycles must be placed at a bike rack.
- (17) No open flames are permitted in any indoor space with the exception of Sterno-type heaters used to warm food during private events.
- (18) No items may be brought to the River Club that, in the discretion of River Club Staff, could cause injury, death or damage to property.
- (19) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities.
- (20) **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities.
- (21) **Profanity.** Loud, profane or abusive language is prohibited.
- (22) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (23) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- (24) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and Guests 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.
- (25) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (26) **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.
- (27) **Political Campaigns.** No persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues at the District's Amenities, except in predetermined areas designated for such activities, as more specifically provided for

herein. The District's intent is to ensure patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. The following guidelines apply:

- (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
 - (b) No political campaign signs, flyers or related documents are to be posted in or on District owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
 - (c) No political campaign signs, flyers or related documents are to be disseminated while in the District's Amenities.
 - (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
 - (e) NO person shall make and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, "accept" means to receive a contribution by personal hand delivery from a contributor or the contributor's agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund raiser.
- (28) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (29) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (30) **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 General Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks.
- (31) **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the General Manager or District.
- (32) **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).

CAREGIVERS POLICY

The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- (1) The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- (2) The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- (3) The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the Patron's family member requiring care.
- (4) The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- (5) The caregiver will use an Access Card with limited access in order to access the Amenities and must execute a Consent and Waiver Agreement.
- (6) The caregiver's use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

GENERAL SWIMMING POOL POLICIES

- (1) Minors under the age of 14 must be accompanied by, and supervised by, an adult 18 years of age or older at all times for usage of the pool. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by an adult (18 years of age or older) within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised one on one by an adult who is in the water and within arm's length of the child.
- (2) No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (3) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an "offensive volume" is at the sole discretion of River Club Staff. Electrical equipment is not allowed around the pool facility.
- (4) Showers are required before entering the Pool Area.
- (5) Glass and other breakable items are not permitted in the Pool Area.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (7) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the River Club or scheduled events.

- (9) Pets (other than "Seeing Eye Dogs"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time.
- (10) Any person swimming when the Swimming Pool is closed may, at the sole discretion of the Board, be suspended from using the facility. Swimming pool hours will be posted. The Swimming Pool will be closed on **Tuesdays** for common maintenance.
- (11) Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are permitted. Management reserves the right to define what is appropriate and ask the Patron to leave the premises if not compliant.
- (12) Food and drink are not allowed within six (6) feet of the Swimming Pool. Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool. No coolers are permitted except for small snack coolers. Food and beverages are only allowed in designated areas. Possession of alcohol other than alcohol purchased through the Café will result in immediate expulsion.
- (13) No chewing gum is permitted in the Pool Area.
- (14) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (15) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (16) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.
- (17) Radio controlled water craft are not allowed in the Swimming Pool.
- (18) Swimming Pool entrances must be kept clear at all times.
- (19) No swinging on ladders, fences, or railings is allowed.
- (20) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (21) Loud, profane, or abusive language is prohibited.
- (22) ***Swim at Your Own Risk.*** All persons using the pool do so at their own risk, and must abide by all swimming pool rules and policies. **THERE ARE NO LIFEGUARDS ON DUTY.**
- (23) Pool Closure. In addition to St. Johns County and the State of Florida Health Code Standards, and as noted herein, the pool will be closed for the following reasons:
 - a) Operational and mechanical difficulties affecting pool water quality.
 - b) During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - c) For 30 minutes following the last occurrence of thunder or lightning (deck also closed).
 - d) For a period of time following any mishap that results in feces or vomit in the pool water.
 - e) Any other reason deemed to be in the best interests of the District as determined by District staff.

THUNDERSTORM POLICY

During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute Rule": The Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 (thirty) minutes has elapsed from the last sighting of lightning or sound of thunder. River Club Staff has full authority to close and reopen the pool.

POOL CONTAMINATION POLICY

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

AMPHITHEATER

- (1) Patrons and Guests may use the amphitheater grass area at their own risk and must comply with all posted signage.
- (2) Unless otherwise posted, amphitheater hours are consistent with River Club hours of operation unless a special event is scheduled.
- (3) No pets of any kind are permitted with the exception of service animals.
- (4) No glass containers are permitted.
- (5) No hard balls such as baseballs, golf balls, etc. are permitted.

FIRE PIT

- (1) Use of the fire pits is permitted only during designated River Club hours
- (2) Children 17 years and younger must be supervised by an adult 18 years or older when the fire pit is in use.
- (3) Only Amenity Staff has the authority to start and extinguish the fire pit.
- (4) Patrons and Guests must clean the area of trash when finished. Use of the fire pits is permitted only during designated River Club hours.

PLAYGROUND

Please note that the Playgrounds are unattended facilities and persons using the facilities do so at their own risk.

- (1) For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to River Club Staff.
- (2) For the protection of equipment designed for the use by small children, patrons eleven (11) years of age or older are not permitted to play on the equipment.
- (3) No roughhousing on the playground.

- (4) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the Playgrounds.
- (5) The use of profanity or disruptive behavior is prohibited.

BOARDWALK

- (1) No standing on boardwalk rails or fencing.
- (2) Do not feed the wildlife.
- (3) No diving or jumping off the boardwalk.
- (4) No swimming.
- (5) No fishing.

GAME ROOM

- (1) Sitting on tables or standing on chairs/couches is prohibited.
- (2) Only drinks with secured lids are permitted. No other food or beverages are allowed.
- (3) Gambling, profane language, horseplay and fighting are prohibited and could result in the suspension of Amenity privileges.
- (4) All open shuffle board, ping pong and billiard table are available on a first come, first served basis.
- (5) Play is limited to 30 minutes when there is a wait.

KAYAK LAUNCH

- (1) The Kayak Launch shall be used for the sole purpose of launching non-motorized watercraft.
- (2) No diving or swimming
- (3) No roughhousing or horseplay
- (4) Unattended watercraft are private property and are not to be disturbed
- (5) Do not feed the wildlife.
- (6) No Fishing

NON-MOTORIZED WATERCRAFT STORAGE AND RENTALS

Kayaks, Canoes and Paddle Boards

STORAGE

The District offers non-motorized watercraft storage and rentals. Storage capabilities are made available to Patrons only. Both Patrons and Guests may rent non-motorized watercraft.

- 1) A storage shed is available for Patrons to use for non-motorized watercraft including: kayaks, canoes and paddle boards.
- 2) Patrons are required to pay an annual storage fee.
- 3) All patrons must sign a storage waiver and liability agreement with the District.
- 4) The District is not responsible for lost, stolen or damaged vessels.
- 5) Patrons will have access to the storage shed during River Club operating hours.
- 6) All vessels must be removed from the storage shed and returned to the storage shed by the Patron at their own risk.
- 7) All vessels are due back into the shed 30 minutes prior to sunset.
- 8) The District is not liable for any equipment/personal items left behind in the storage shed.

RENTALS

- 1) Non-motorized watercraft vessels including kayaks and paddle boards will be made available to Patrons and Guests for a fee of \$5 for a two-hour period per vessel.
- 2) Patrons and Guests renting non-motorized watercraft must wear life guard approved life jackets for the duration of the rental.
- 3) Children under the age of 18 years old operating a non-motorized watercraft vessel must be accompanied by an adult.
- 4) Renters must be able to enter and exit the non-motorized watercraft from the launch.
- 5) Patrons and Guests are responsible for lost or damaged equipment.
- 6) Amenity staff has the right to refuse service based on safety concerns.
- 7) Amenity staff will close all rentals for inclement weather or conditions deemed unsafe.
- 8) All rentals are due in 30 minutes prior to close.
- 9) Rental rates and hours are subject to change without notice.
- 10) Operating any non-motorized equipment under the influence of alcohol or drugs is strictly prohibited.
- 11) Disposing of any item considered to be litter in the St. Johns River is considered illegal.

FACILITY RENTAL POLICIES

Patrons may reserve portions of the River Club for a “Private Event,” defined as any event not open to the general public. (Events which are open to the general public are not subject to these Facility Rental Rates.) Reservations may not be made more than three (3) months prior to the event. Please note that the River Club River Club is unavailable for Private Events on the following holidays:

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

Available Facilities: The following areas of the River Club are available for Private Event rental for up to four (4) total hours (including set-up and post event clean up):

(1) Café:

- a) \$75
- b) Not to exceed 30 attendees
- c) Rentals are available Mondays, Wednesdays and Thursdays during non-primetime hours. Rentals are not available on holidays.
- d) Use of the pool is limited to the guest policy of 4 guests per household, otherwise use of the pool is prohibited.

(2) Amphitheater:

- a) \$100
- b) Not to exceed 100 attendees
- c) Events that include 50 or more attendees will require staff to be present for an additional fee.
- d) Rentals are subject to availability and may not be reserved during community or holiday events.
- e) Use of the pool is limited to the guest policy of 4 guests per household, otherwise use of the pool is prohibited.

Reservations and Fees: Patrons interested in reserving an area must submit to the Amenity Manager a completed Facility Use Application. At the time of approval and where applicable, two (2) checks or money orders (no cash) made out to the *Rivers Edge CDD* should be submitted to the Amenity Manager in order to reserve the area. One (1) check should be in the amount of the area rental fee and the other check should be in the amount of Five Hundred Dollars (\$500) as a deposit. The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration. The full deposit will be returned upon acceptable completion of all the terms identified and agreed upon in the rental agreement. A private party attendant may be required based on the area of the rental and the expected number of patrons to attend. The primary responsibility of the staff member is to protect the facility and

ensure all District guidelines are followed. The Patron is to pay an additional fee (set forth by the vendor) at the time of reserving the area and is to include the time for setup and clean up.

Deposit: Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated in writing on the Facility Use Application. Photo identification shall be required for the return of deposit checks. If additional cleaning is required, the Patron reserving the area will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the Patron. The Amenity Facility Manager shall determine the amount of deposit to return, if any.

General Policies:

- (1) After the event is concluded, the guest limitations as set forth in the Guest Policies shall apply. The Patron renting any portion of the River Club shall be responsible for any and all damage and expenses arising from the event.
- (2) The Patron making the reservation must be present during the duration of the event.
- (3) The Patron and all Guests are required to adhere to all River Club rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit
- (4) All parties are to be set up and cleaned up within the four-hour time period.
- (5) Patrons are responsible for ensuring that their guests adhere to these Policies.
- (6) The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- (7) No glass, breakable items or alcohol are permitted in or around the pool deck area.
- (8) Event Liability coverage may be required on a case by case basis at the sole discretion of the Board of Supervisors.

ALCOHOL POLICY

The River Club is licensed for the sale of alcohol through the Café. **Patrons and Guests are not permitted to bring alcohol onto District property or the Amenities at any time.** The following policy applies to the consumption of alcoholic beverages at the Amenities:

- (1) Patrons and Guests must be at least 21 years of age to be served alcohol.
- (2) All Patrons and Guests must present valid picture identification at the request of staff.
- (3) Alcohol served on the premises must be consumed on the premises.
- (4) The District reserves the right to refuse to serve alcohol to anyone.
- (5) The District reserves the right to ask intoxicated persons to leave the Amenities or District property.
- (6) Subject to the rental policy, only alcoholic beverages served by the Café or District staff are allowed at the Amenities or District property.
- (7) Alcohol policies may be changed at any time at the discretion of the District

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the River Club assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the River Club. Use is at the Patrons own risk.

No person shall remove from the room in which it is placed or from the River Club's premises any property or furniture belonging to the District or its contractors without proper authorization. River Club Patrons shall be liable for any property damage and/or personal injury at the River Club, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests, invitees or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest, invitee or other person 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 or its contractors or Patrons, either on or off the River Club's premises, shall do so at his or her own risk, and shall defend and hold the River Club, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District its respective Supervisors, employees, representatives, contractors, operators or agents. Any Patron shall have, owe, and perform the same obligation to the River Club or District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest, invitee or family member of such Patron.

Should any party bound by these District Policies bring suit against the District or its affiliates, River Club operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or its contractors or its Patrons or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, its contractors or its Patrons and fail to obtain judgment therein against the District or its River Club operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit'(including court costs and attorney's fees through all appellate proceedings).

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) Privileges at the River Club can be subject to suspension or termination by the Board of Supervisors if a Patron:
 - a) Submits false information on the application for a pass.
 - b) Permits unauthorized use of a pass.
 - c) Exhibits unsatisfactory behavior, deportment or appearance.
 - d) Fails to abide by the Rules and Policies established for the use of River Club.
 - e) Treats the personnel or employees of the facilities in an unreasonable or abusive manner.
 - f) Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the River Club or its management.

- (2) The District shall follow the following process for suspending or terminating the River Club privileges of a Patron or a Patron's family member or guest:
 - a) First Offense: Verbal warning by River Club Staff and Suspension from the River Club for the remainder of the day on which the violation occurs. Violation is recorded by River Club Staff, signed by Patron, and held on file at the River Club office.
 - b) Second Offense: Automatic suspension of all River Club privileges for one (1) week from the commencement of the suspension, with the preparation by River Club Staff of a written report to be signed by the Patron and filed in the River Club office
 - c) Third Offense: Suspension of all River Club privileges to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one year.

- (3) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for the Patron or Patron's family member or guest shall be reduced by one (1). For example, if a Patron commits a first offense on February 1 and a second offense on August 1, the Patron will have two (2) offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph 3 shall not at any time serve to reduce any suspensions or terminations pursuant to Paragraph 2.c, above or Paragraph 4, below, which may have been imposed prior to the expiration of any offenses.

- (4) Notwithstanding the foregoing, any time a Patron, or Patron's family member or guest, is arrested for an act committed, or allegedly committed, while on the premises of the River Club, or violates these Policies in a manner that, in the discretion of the River Club Staff

upon consultation with one (1) Board member, justifies suspension beyond the guidelines set forth above, such Patron shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the Patron's privileges, which suspension or termination may include members of the Patron's household and may, upon the first offense, equal to or exceed one year.

- (5) Any suspension or termination of River Club privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.