



THE VILLAGE
CLUB & PRESERVE

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VCP Handbook

for

**Members & Guests of
The Village Club & Preserve Property**

(rev. June 2020)

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FRIEND OF VILLAGE/MEMBER ACKNOWLEDGEMENT:

Members are expected to review the Member Handbook (Handbook) and stay current on content and property rules and regulations. As part of the annual registration process, members review and acknowledge the Handbook and, by completing payment, agree to the rules and regulations outlined in the Handbook and as posted on the VCP website (www.villageclubpreserve.com) and agree to the below indemnification terms.

Member (a) understands that the use of The Village Club & Preserve pools and grounds are activities that may result in injuries, (b) agrees that none of The Village Club & Preserve, its staff, directors, volunteers, members and representatives (“the VCP”) nor any other person shall have any liability or responsibility for injuries suffered at the VCP, and (c) agrees to indemnify and hold harmless the VCP, its staff, directors, volunteers, members and representatives from any and all harm arising from this participation and/or any other activities at the VCP facilities. Using any of the facilities or being on the VCP grounds constitutes Members’/Guest’s agreement to these terms.

Member grants the VCP the right to take photographs of Member in connection with Member’s use of the facilities. Member authorizes the VCP to use and publish the same in print and/or electronically, with or without Member’s name and for any lawful purpose, including, for example, publicity, illustration, advertising, and Web content, unless Member expressly prohibits such usage.

Member acknowledges receipt of the VCP’s Handbook and understands that continued membership at the VCP is conditional upon adherence to rules laid out in the Handbook.

FRIEND OF VILLAGE/MEMBER COMMUNICATIONS: It is each Friend of the Village’s responsibility to ensure that the club has his/her correct contact information for communication purposes. If at any time your contact information changes, please initiate the update of your profile by contacting villageclubpreserve@gmail.com. In addition to email communications, the Board and Management rely heavily on the club website www.villageclubpreserve.com under “Members” to provide the most up-to-date information. It is a Friend of Village’s responsibility to check these sources regularly for updates.

SECTION I. MISSION/VALUES

The Village Club & Preserve (VCP) is a Florida 501(c)3 non-profit organization dedicated to improving the lives of local families through youth athletics and enrichment programs. It is our mission to provide attainable sports and swimming lessons, as well as foster community engagement through educational programming and activities hosted on our grounds. We have four project areas that support this mission:

1. Youth Swimming & Athletics: We seek to make tennis and swimming lessons attainable for area youth, regardless of financial background. Through partnerships with other non-profit organizations and our own scholarship fund, we provide opportunities for families to (1) obtain

life-saving swimming skills for their children, and (2) benefit from the character-building lessons in our sports programs.

2. Community Partnerships: We partner with local non-profit organizations to fulfill their missions in the area of youth athletics, specifically serving the development of less-advantaged children and youth with special needs in our community.

3. Village Enrichment Program: The Village Enrichment program provides area youth and their families with opportunities to learn and grow through:

a. *Preserve Speaker Series:* Host engaging speakers and hands-on workshops in areas such as history, gardening, wildlife, art, and wellness.

b. *A Walk in the Park:* Perimeter walking path that encourages fitness and learning through strategically placed plaques, educating guests on native plants, wildlife, and Florida/Martin County history. (future)

c. *Provide facilities for:* K-5 tutoring, organized-play classes, and mentoring activities during the school-week. (future)

4. Community Engagement: Committed members (our “Friends of The Village”) are pivotal to furthering The Village’s mission, modeling a healthy, active lifestyle for our youth, encouraging adults to become or remain active throughout their lives, and providing both a source of revenue and a pool of committed volunteers and donors to sustain and preserve our organization. *FOVs will be recognized in a number of ways throughout the year, and their support will directly impact our ability to provide low-cost athletic lessons and enrichment programs for local youth.*

VALUES:

- ❖ Service
- ❖ Respect and Integrity
- ❖ Community
- ❖ Courtesy toward others

This organization has been a conduit for the community to come together in a remarkable way as we look to a future of serving on the Treasure Coast. It’s the desire of VCP’s leadership that our Friends of the Village continue to work together in a spirit of cooperation and service as our organization grows and thrives, establishing a legacy of service through our volunteers, outreach, and partnership with other respected local non-profits.

The Village Club & Preserve is governed by a seven-member board responsible for guiding the organization with strategic planning and fiduciary oversight.

SECTION II. CODE OF CONDUCT

At The Village Club & Preserve, we have adopted policies, procedures, rules, and regulations ("policies") designed to provide for the safe, enjoyable, and healthy use of our premises and events by you, our members, and guests. To promote safety and comfort for all, individuals are asked to dress and act appropriately at all times when in our facility or participating in our programs.

We expect persons enjoying The Village Club & Preserve grounds to act maturely, to behave responsibly, and to be respectful of other FOVs and guests.

We hold classes at the VCP that are open to members AND the greater community. We also host group swim and athletic programming in-line with our non-profit mission. The VCP makes their best effort to communicate such space usage to our membership on our Master Calendar (at villageclubpreserve.com), in our e-News, and through notices and signage on the grounds. Regardless of a member's pre-knowledge of such activities, members are expected to treat instructors, staff, and patrons of such programming with respect and courtesy; be compliant with requests to keep an area open or to move in order to allow space for said classes or activities; and be understanding that some areas of the property may be off limits for members during programming hours.

These policies apply to your conduct on The Village Club & Preserve's premises or any use of The Village Club & Preserve's online, mobile, or interactive offerings or websites. They also apply to your conduct during its programs, training, events, or other VCP-sponsored activities on the premises ("events").

These policies supplement those posted or otherwise provided in our facility, on our website, or at our events. In some instances, the law may establish different requirements and may not be outlined here. In the event of a conflict with other policies, the more restrictive policy applies.

If you violate any of these policies, your FOV access may be suspended or terminated. Management decision on all questions regarding construction or interpretation of these policies is final.

We may change these policies at any time, without notice, at our sole discretion. You may find the most recent version of these policies at www.villageclubpreserve.com

FOVs are personally liable for their conduct, as well as for their guests and those under their responsibility. Parents must instruct their children to observe all regulations and obey instructions of the manager and any volunteer on duty. Safety, common sense, and courtesy to others are always good practice.

NON-DISCRIMINATION POLICY The Village Club & Preserve does not and shall not discriminate on the basis of race, color, national origin, gender, gender expression, religious beliefs, military status, age, disability, political beliefs, sexual orientation or identity, and marital or family status in any of its activities or operations.

Whenever, in the judgment of a majority of the Board of Directors, any FOV has violated the spirit or letter of the rules or has otherwise acted in a disrespectful manner (including but not limited to swearing, overt rudeness, or threatening behavior or comments) toward any other FOV, staff or guest, the Board is authorized to suspend or limit any of the privileges of the club or to execute any other disciplinary measures it deems appropriate, up to and including expulsion from FOV and pool facilities as a FOV or guest. If expelled, all pledges, donations, or fees paid for lessons, teams, social events, guests or other activities are forfeited.

SECTION III. GENERAL POLICIES

A. ATTIRE: The Village Club & Preserve is a diverse community with different ideas of modesty and sensitivity. We ask that clothing and bathing suits be appropriate for a family environment.

B. WIFI INTERNET CONNECTION: The Village Club & Preserve provides a wireless Internet connection as a service to our FOVs and guests. Viewings of elicited adult pictures or websites is prohibited. Abusers of this service may have their FOV/guest privileges suspended.

C. MUSIC: Music played in group exercise classes and on the property will be generally acceptable non-offensive (no explicit lyrics) music. Personal music is allowed if played through headphones and/or is played at a reasonable volume on Bluetooth-type speakers.

D. TOBACCO USE: The Village Club & Preserve is a designated smoke, vaping, and tobacco-free (including chewing tobacco) environment. There are no designated smoking areas.

E. WEAPONS: Possession of weapons while on The Village Club & Preserve's premises is prohibited. Exceptions include sworn officers of public law enforcement agencies, correctional officers, or other situations when specifically permitted by the manager. As used in this policy, the word "weapon" means any firearm, knife, explosive, aerosol (pepper spray, etc.) or other object carried, possessed, or used which may injure or intimidate any person or which may damage VCP property. Folding pocket knives with blades less than 4" are specifically exempted from this definition.

F. PARKING & GOLF CARTS: FOVs and guests may use designated parking areas while patronizing the facility. Parking is not permitted on the outside perimeter of the property. Vehicles left overnight, for carpooling, or bus parking may be towed at the owner's expense.

Golf carts must be parked in the designated Golf Cart Lot, or in overflow areas during special events. Golf carts may only be used on the property grass and trails by maintenance or for guests with mobility limitations who need additional assistance moving around the property. Per Florida law, drivers of golf carts on VCP grounds MUST be at least 14 years of age..

G. FOOD AND BEVERAGES/GLASS CONTAINERS: Outside food and beverages are permitted only in designated eating/drinking areas (the Grace Pavilion, covered porches, picnic areas, enclosed/covered area at large pool, and the main clubhouse room).

Per Florida Health Department Regulations, no food or drink is permitted on the pool wet deck (within 10 feet of the edge of the pool). All tables around the pools are set at least 10 feet back from edge and are appropriate spots to eat. Food is not permitted in the sandy Beach Club area, as food scraps may attract animals and pests. Glass beverage containers are prohibited anywhere on the VCP grounds.

The VCP encourages the use of reusable drink containers for all types of beverages (double-walled bottles and cups with lids, coffee mugs, water bottles, etc.) to minimize waste/recycling. Please mark all reusable drink containers and coolers with your full name.

The Village Club & Preserve provides a community kitchen for use by FOVs and for special events. Any person using the kitchen or bringing their own food onto the grounds should follow the rule-of-thumb to leave the space in "better shape than they found it." If a FOV does not leave the kitchen clean or leaves trash/mess after an event anywhere on the property may result in a fine of \$50-\$100. See posted rules in kitchen for full cleaning checklist.

H. NON-PROFIT PROGRAMMING: Our non-profit programming is the heart of our organization. Our grounds and pools will be used throughout the year to bring affordable swim lessons and athletic classes to area youth, as well as educational workshops, fitness classes, water aerobics, and etc. for all ages. Attendees may include FOVs as well as others invited by the VCP or enrolled in classes/camps and activities. We will do our best to post all classes and timeframes on our master calendar, include info in our e-mails, and at the post near the front desk. We ask all FOVs to be respectful of any classes or programming taking place on the grounds. (see above CODE OF CONDUCT)

I. VOLUNTEER ORGANIZATION: Our organization is run entirely by a dedicated team of volunteers. If you're interested in volunteering with an existing program or have an idea that would enrich the lives of families in our community (in-line with our mission), please contact a FOV of the Board or complete a Volunteer Form (available at the front desk). All volunteers must sign an indemnification agreement and take a volunteer orientation class.

The VCP will not always have a paid employee on site. At times when a designated volunteer/s is manning the front desk/registration, they should be treated as the on-site authority. Disrespect, intimidation, or harassment of volunteers will not be tolerated, and offending individuals may lose member privileges. Phone the on-call number 772-202-0412 if an employee is needed.

J. VALUABLES, LOST & FOUND: The Village Club & Preserve is not responsible for any items lost, stolen, or damaged in, on, or around the facility or parking lot. It is advised to leave valuables at home. Do not leave them unsecured within the club or unattended in your vehicle.

Found items are kept for approximately four weeks and then donated to charity. All items must be claimed in person at the service desk.

K. SPECIAL EVENTS: Special events will have precedence in facility usage and will be posted as far in advance as possible at the front desk or on the website at www.villageclubpreserve.com. Special events may also close areas of the grounds or modify hours.

L. SOLICITATION/DISTRIBUTION: Requests for any solicitation and/or distribution must be made by email to villageclubpreserve@gmail.com.

M. PARTIES AND GROUNDS RENTAL/USAGE: The Village Club & Preserve has several areas that can be rented: The Summers Clubhouse indoor community room, Grace Pavilion, and Fahey Pool Cabana. Party packages, guidelines, and rates are available at www.villageclubpreserve.com/members. The VCP Board has sole discretion on approving property rental requests. See Appendix A.

N. GROUP USAGE: Groups of 15 or more intending to meet for a social or professional gathering or club must get approval from management by e-mailing jgenson.vcp@gmail.com. Usage fees may apply. See Appendix A.

SECTION IV. FRIEND OF VILLAGE CLASSIFICATIONS AND STANDARDS

A. FOUNDING MEMBER & MTM BENEFITS: Households who joined during our initial Capital Campaign (2018) are **Founding Members** and the 30 households who joined in 2019 (before June 16, 2019) are classified as **Match to a Million (MTM) Members**. Only Founding and MTM households are permitted to convey their Friend of the Village membership (1) time to a future buyer of their home (a future buyer does not have the same privileges of conveying the membership; it is a one-time courtesy to the original Founding/MTM member).

Conveyance of membership is at the sole discretion of the Founding or MTM member, but they must inform the VCP of the transfer by completing the form at villageclubpreserve.com/members within (7) days of sale of the residence associated with the account. Failure to notify the VCP in a timely manner of the conveyance may result in the membership to be classified “inactive.”

B. TENANTS: Members who rent their residence associated with their account may convey Friend of Village benefits to their tenants during the term of the rental agreement. We have a number of members who maintain a membership for their personal residence and memberships for rental properties. The member may NOT also use the property during the duration of the tenants’ stay if they have conveyed the benefits to the tenants. Members are responsible for letting the VCP know when a new tenant has moved in, having household information completed, and the duration of their rental period by completing the proper form under “Members” at villageclubpreserve.com. A renter is also able to become a member on their own--being a Friend of the Village is not tied to home-ownership or to residents of any geographic area.

C. HOUSEHOLD MEMBERS: include married couples, domestic partners, dependent elderly parents, and dependent children living at home. All adults in a household who live in Florida year-round must share the same primary address on their state-issued ID, the same address as on the household’s FOV profile. “Snowbirds” may have a non-Florida address on their IDs, but must meet the household definition. All FOVs and the persons living in their household are required to register and list all household FOVs on their profile. Updates can be made throughout the year using the appropriate online form in the FOV Portal (accessed from villageclubpreserve.com).

1. It is the VCP’s intent that separate households hold their own, separate, FOV accounts. Abuse of the policy or efforts to add local family FOVs or non-family FOVs (friends or neighbors, for example) on a FOV profile may result in a warning or loss of FOV privileges. As a non-profit, we rely on the initial capital campaign donations and low ongoing monthly pledges to conduct programming, continue improving the property we all enjoy, and pay all operating expenses. See Guest Policy for details on how to bring guests with you to enjoy the VCP.

2. Domestic partnership is defined as non-married cohabiting people responsible for each other’s common welfare, intending to cohabit indefinitely, who have a financial interdependent relationship evidenced by any of the following:

- a. Mutually granted financial or health care powers of attorney
- b. Designate each other as primary beneficiary in wills, life insurance policies, or retirement plans
- c. Execution of a joint lease, mortgage, or deed
- d.. Joint ownership of a bank account

3. Dependent elderly parents qualify if adult child claims parent on current tax return.

4. When a child is no longer a dependent (age 23) and does not list the same home address on the FOV account as their state-issued ID, he/she may continue his/her own account by joining the VCP independently or become a guest of the Household VCP.

5. Local grandchildren may be added to a member's account only if they are in the care of their grandparents while visiting the VCP..

LIFETIME FRIEND OF VILLAGE: Households who donate a minimum of \$25,000 to The Village Club & Preserve are considered Lifetime FOVs. Lifetime FOV is meant to be a legacy association and qualifying households are granted access for their lifetimes and for future generations (children, grandchildren) with no additional monthly pledges. For more details on Lifetime FOV privileges, please contact villageclubpreserve@gmail.com.

C. TEMPORARY MEMBER PRIVILEGES: The VCP reserves the right to grant limited and temporary accounts or “preview day passes” at certain points throughout the year to generate interest in VCP. Temporary accounts will be no more than 30 consecutive days from the date of origination. Full access to the facility and programs are available to temporary accounts.

D. GUEST POLICY: A guest is defined as ANY person not listed on a member's account (see above for qualifications of a household).

1. Each active member household will be given twelve complimentary guest passes to use each year as an added benefit. These will be added to the primary member's account on July 1 and expire June 30 the following year (a rolling 12 months). There is no rollover of unused guest passes. The passes are not physical passes, but allocation of 12 spots to be used by the member to use when accompanying their guests to the VCP.

NEW PROCESS: A guest sign-in book will remain at the check-in desk. To sign in a guest, find the page that corresponds with your account (alphabetical by last name) and sign in YOUR GUESTS on that page only. You must sign in all your guests at check-in before proceeding onto the property.

After the 12 complimentary guest passes are used, the fee is \$5/guest of any age (age 2 and under FREE).

Your fees should be paid by cash on the spot by cash or check (written to “The Village Club & Preserve”) and placed in the locked “mailbox” at check-in.

Members also have the option of buying another 12 guest passes at once for \$50 (a greater value for those who want to plan ahead). To purchase a block of 12 guest passes, e-mail jgenson.vcp@gmail.com or find the purchase form under Members on our website and pay electronically. A new page with 12 guest passes will be added to the GUEST SIGN IN BOOK at check-in under your account.

The purpose of our revised guest policy is to simplify the definition of “guest” to our members, allow proper record of guests on the property, and creates a consistent, low guest rate for accompanied guests after complimentary passes are used.

We rely on you to follow the “Honor System” when it comes to guests. If we find any member abusing guest privileges or attempting to bring in guests without signing in (properly recording their use of complimentary passes) or paying, that household is at risk of having member privileges suspended or terminated (after a warning, a household risks 30 days suspension for each offense).

The low \$5/fee is meant to convey a privilege to our MEMBERS, allowing them the opportunity to share the benefits of the grounds with their friends. As a non-profit organization, the small guest fee supports the operating budget of the VCP.

2. Members MUST accompany their guests during the full duration of their visit and will be responsible for the conduct of their guest(s), as well as payment toward any damages and/or charges their guest(s) may have incurred.

3. FOV households may request an additional FAMILY VISITOR GUEST PASS at no charge for out-of-town family coming for short visits (up to 10 days). The pass must be requested (7) days in advance of the visit. The FAMILY VISITOR GUEST PASS REQUEST form can be found online on our website, under Members. Family that is permitted on this pass/privilege is limited to: parents, grandparents, children, grandchildren, sisters, brothers, nieces and nephews who live outside of Martin County. Failure to complete this form in advance means that you will have to use your complimentary passes and/or pay \$5/guest. No exceptions will be permitted.

It's the intention of the VCP that visiting immediate family of members be able to enjoy the club during the duration of their visit at no additional charge.

4. In-town extended family (parents, grandparents, children, sisters, brothers, nieces and nephews OR other relatives) are required to pay a guest fee after all complimentary guest passes are used.

Our Friends of the Village are encouraged to share information with neighbors, family, and friends of the ability to become members (more info on the required initial donation and ongoing fees available at www.villageclubpreserve.com). We currently have multiple members

households of related local family who maintain separate memberships/accounts for each household.

E. NANNY/BABYSITTER POLICY: For an annual \$125 fee per nanny/sitter, FOV families may designate up to two nannies/sitters who may use the VCP while they are supervising children of the designated family at the club. After paying the fee, a nanny/sitter will be added to the member's account. The nanny/sitter should be familiar with all rules and abide by the same indemnification and other policies as a member.

Nannies and babysitters must check in at the front desk with the children when they enter the club. Nannies/sitters not designated on a member account will be charged the guest rate (after all complimentary passes are used) when they are supervising a member's children at the club. They must check in (and pay) at the front desk with the children they are supervising when they enter the club.

F. MONTHLY PLEDGES/DUES

1. MONTHLY FEES - Monthly dues are not based upon attendance and may be paid by one of the methods listed below. Recurring online payments must be set-up through The Village Club & Preserve's accounting department (acct.vcp@gmail.com). Paying in this manner allows our limited staff to focus our time and energy on programming, not on administration. For those who choose to pay by check, we thank you for considering payment by one check instead of writing multiple checks throughout the year.

a. **CREDIT CARD/ELECTRONIC PAYMENT:** Monthly dues are charged on the 1st of the month to the credit or debit card, or bank account, authorized on the Payment Option Form. (an administrative fee of \$1.50 is charged on all monthly payments). The administrative fee is subject to change.

b. **CHECK:** Members may pay the full year of dues in advance by check (currently \$480). An administration fee of \$5/check will be added to the dues of any FOVs who elect to pay by more than one check.

2. MEMBER DUES/RATES: The Village Club & Preserve reserves the right to change dues with 60-day written notice. Written notice may be in the form of posted material inside the facility, a mailer, and/or electronic notification via newsletter. Members who have authorized monthly autopay will be notified and payments adjusted accordingly. Those who have paid a full year of dues in advance will be invoiced separately for any account balance that results in an increase of dues.

3. LATE PAYMENTS: A \$5 monthly finance charge will be applied to accounts not paid in full by the next billing cycle.

4. DELINQUENCY:

Account delinquency and the time involved by our staff to collect on past due amounts costs our organization valuable resources.

Accounts that are 60 days past due are given notice that membership status is at risk and check-in at the VCP will be denied until accounts are brought current. After 90 days of

non-payment of dues, member status will be officially changed to “inactive.” INACTIVE status is the same as cancelling a membership. If you plan to become a member again in the future, you will be required to pay the \$3,000 initial donation again (or the current requirement) and sign up for automatic payments.

Once a delinquent member (any account that has ever hit 60 days past due) has made back-payment of dues, they will be required to complete the attached ACH form, which will authorize accounting to set-up your recurring monthly payments. Autopay minimizes the administrative cost and burden going forward.

G. CANCELLATION: If a member wishes to terminate their account at the VCP, they should notify management by e-mail at villageclubpreserve@gmail.com. If they wish to rejoin at a later date, re-enrollment requirements will follow the guidelines in place at that time (ie: a new capital campaign donation will be required).

H. TERMINATION: The Village Club & Preserve reserves the right to terminate accounts based upon the failure to comply with the following:

1. FOV accounts past due in excess of 60 days will be given notice and then cancelled at 90 days past due. FOVs will be given the opportunity to bring their account into good standing by paying all past-due pledges. If payment isn't made by 90 days, the account will be deemed cancelled and future re-enrollment will require a new capital campaign donation and monthly pledges.

2. FOV accounts may be terminated or suspended by management for any period of time due to the violation of rules and regulations contained in The Village Club & Preserve FOV Handbook or any conduct which, in the opinion of management, is deemed detrimental to the welfare, good order, or character of The Village Club & Preserve.

3. Termination/expulsion will result without refund of fees and FOV shall be liable for all damages resulting from such action.

I. MEMBER CARDS/CHECK IN

Check-in at self-serve kiosk is required by all FOVs and guests to the VCP upon arrival.

Please scan your member ID card or enter the last four digits of your recorded cell phone number at the service desk when you enter The Village Club & Preserve. Each FOV household will receive one member ID card. ID cards are non-transferable. Sharing cards with another individual outside the member's household with the intent of allowing them unauthroized access prohibited. There is a \$10 fee to replace lost FOV cards.

No one will be allowed in The Village Club & Preserve without appropriate identification or payment. The Operations Manager or a volunteer may ask to see your ID to verify your identity. If the check-in kiosk is not being manned, check-in is still required (follow simple self-serve instructions posted at the front desk).

J. AGE REQUIREMENT TO BE ON GROUNDS WITHOUT AN ADULT/CAREGIVER

Member children age 12-15 may be issued a membership card and be permitted on the grounds (excluding the aquatics area) without a parent/guardian present by signing a “Young Adult Pledge.” E-mail Joe Genson at jgenson.vcp@gmail.com to request a short meeting at the VCP with Joe to go over the pledge and policy. Both the young adult/s and parent guardian must be present in the meeting in order to issue the card to take advantage of this privilege extended to our young adults.

Members age 16 and up are permitted to check-in without a parent or guardian and access all areas of the grounds/pool but their guests MUST be at least age 16, as well--ID required.

SECTION V. HOURS OF OPERATION

The VCP website should be checked for current operating hours. Operating hours change seasonally and are subject to change at the discretion of the BOD.

Hours are subject to change, as well as limited hours or early closure for inclement weather. Current hours are posted at VCP and are available online at www.villageclubpreserve.com. Doors will open no sooner than the posted times. We ask that all activity cease several minutes prior to the closing time so that you are ready to leave the property by closing time when the doors will be closed.

A. EARLY CLOSURE/SPECIAL HOURS: Early-closures or special hours may be posted from time to time. The VCP may also close for certain days outside of holidays for special events or programming.

B. INCLEMENT WEATHER CLOSURE - There will be occasions in which facility programming and/or hours of operation are disrupted due to inclement weather or other emergencies. When this occurs, a message may be posted on The Village Club & Preserve’s main phone line at 772-202-0412 (call ahead if you are wondering if weather may have impacted VCP hours).

In accordance with pool safety experts and industry recommendations, the aquatics area should be immediately cleared when thunder is heard, with the pools closing/off limits, only to reopen a minimum of 30 minutes after the last sound of thunder is heard. Patrons should take cover in a safe place until a storm has passed.

C. MAINTENANCE CLOSURE -The VCP reserves the right to periodically close all or part of the facility for necessary repairs and maintenance. This is a very common practice in our industry. Dues will not be prorated for any closures.

D. OTHER CLOSURES (PANDEMIC OR OTHERWISE UNFORSEEN & UNPRECEDENTED CIRCUMSTANCES) - Any restrictions or guidelines passed down from a local, state, or federal level may result in a longer term and potentially undefined duration of closure. If deemed necessary by the VCP Board of Directors and management, the VCP may close in situations such as the one experienced in Spring 2020 due to Covid-19 executive order and other “safer at

home” measures. Dues will not be prorated or refunded for any closures, partial or full and for any duration, deemed necessary by VCP leadership.

SECTION VI. ATTIRE STANDARDS

A. ATTIRE IN AQUATICS AREA

For your safety, shower shoes or sandals are highly recommended in all wet areas.

ALLOWED attire includes any clothing designed for swim use that is chlorine resistant and colorfast:

One-piece bathing suit	Swim shirt
Two-piece bathing suit	Full swimsuit
Swim shorts or trunks	Wet suit
Swim skirt	Water shoes

NOT ALLOWED attire in pools/hot tub includes but is not limited to:

Thong-style or similar swimwear	Swimsuits that are see-through when wet
Underwear, including sports bras	Any type of street clothes:
Clothing with buttons and zippers	Jeans, jackets, t-shirts, shoes, socks, etc.
Cotton clothing	Gym shorts, cut-offs

Please do not put our Operations Manager or a volunteer in the uncomfortable situation of pointing out inappropriate attire. A member in violation will be asked to change, cover up, or leave the grounds until appropriate attire can be obtained.

SECTION VII. PETS, DOG PARK & SERVICE ANIMALS

The dog park is meant to be a gathering place for dogs and their owners and is the only area on the property where dogs are permitted off leash. We care about our FOVs and guests as well as their dogs, so for everyone’s safety, we ask that you proceed directly to the Dog Park, with dog on leash, once arriving on the property. Upon leaving the Dog Park, the FOV must proceed directly back to the parking lot and exit. If your dog shows aggression, please leave the dog park and property. If you experience a dog showing aggression (to a person or other dog), please notify the owner and report it to VCP management.

1. Pets are not to be tied up anywhere on the premises or brought into the buildings with the exception of service animals. (Refer to sections 6, 7, and 8 re: service animals.)

2. For the safety of our guests and other dogs and by the guidance of our insurance provider, the following dog breeds are not permitted on VCP grounds or in the Dog Park:

Pit Bulls & Staffordshire Terriers	Akitas
Doberman Pinschers	Alaskan Malamutes
Rottweilers	German Shepherds
Chows	Siberian Huskies
Great Danes	Wolf hybrids
Presa Canarios	Or a mix of any of these

3. All FOVs who wish to use the Dog Park must register their dog on their online household FOV profile. A special dog tag may be issued to acknowledge the registration of FOV dogs. Contact Pam Baker to schedule a meet-up at the Dog Park to review the rules and get your Pup Tag (772-284-0809).

4. Owners should bring their own pet waste bags with them onto the property and properly dispose of pet waste in the designated receptacles ONLY. Leaving dog feces on the property will result in a fine (see below). Any pet feces found on the property may result in a fee assessed to the owner:.

- a. First offense: \$100
- b. Second offense: \$200
- c. Third offense: Dog no longer permitted on the VCP property

5. In accordance with the Americans with Disabilities Act (ADA), The Village Club & Preserve allows service animals to access most areas within the facility.

6. Service animal refers to a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purpose of this definition. The effects of an animal's presence and the provision of emotional support, well-being, or companionship do not constitute work or tasks for the purpose of this definition.

7. A service dog shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or tether would interfere with the service animal's safe, effective performance of work tasks, in which case the service animal must be otherwise under the handler's control (e.g. voice controls, signals, or other effective means).

8. A service animal is permitted in most areas of The Village Club & Preserve UNLESS one of two exceptions is met: (1) The animal is out of control and the animal's handler does not take effective action to control it, or (2) The animal is not "housebroken." Service animals are not permitted in swimming pools.

SECTION VIII. FACILITY-SPECIFIC STANDARDS

A. EQUIPMENT CHECKOUT: The Village Club & Preserve has many pieces of equipment available for FOV use at no charge. Check with the service desk. These may include, but are not limited to basketballs, volleyballs, pickleball racquets, soccer balls, yard games, Bocce ball sets, etc.

If equipment is not returned, or returned damaged due to negligent use, the FOV will be charged appropriate fees.

B. AQUATICS/POOLS

1. Swim at your own risk. There are no lifeguards on duty in the VCP aquatics areas. An employee or VCP volunteer has the right to ask anyone to leave any pool if conduct is warranted unsafe or facility policies and procedures are not being followed.

2. Scheduling - Please check the current pool schedule for information on classes, lap swim, swim team, adult swim, open swim, and special events. Current schedules are available online and at the service desk. Scheduled classes have priority use of the pool. Courteous and compatible usage is encouraged. Classes requiring exclusive use of the pool will be posted.

3. Lap Swim - Please observe lap swim etiquette. If crowded, please travel in a circular pattern and share the lane with other swimmers.

4. Children - For safety reasons, please keep a ratio of four children per adult. Children age 12 and under must be closely supervised by an adult age 18 or older. An adult **MUST** be in the water or within arms- reach of non-swimming children.

5. Rules - Please read and follow all posted rules: running on deck, rough play, and **DIVING** are prohibited. Equipment must be used properly and appropriately.

6. Food - With the exception of water in a plastic container, food and beverages are not allowed on the pool deck or within 10 feet of the edge of the pool, per Florida Health Department regulations.

7. Swim Diapers are required for all children not toilet trained or who, for any other reason, may not be able to control their bodily functions. A fine of \$100 may be assessed for violation of this rule which results in the need to close a pool for disinfecting/cleaning.

8. Showering - State law requires that you shower prior to entry into the pool and/or spa. A thorough shower with soap helps keep the experience good for all users by removing perspiration, body oils, perfumes, cosmetics, and traces of urine and fecal matter on the body.

9. Water Wings and other similar toys are not approved personal flotation devices and therefore are not allowed to be used as such. Life jackets or Puddle Jumpers should be used with discretion for non-swimming children. Please see our front desk for information on swim lessons provided at the VCP--we encourage all families to have non-swimmers enrolled in lessons as early as possible.

10. Toys and Equipment - Outdoor toys and small toys are not allowed in the pools. Clean floating toys, four inches or larger in diameter, are generally acceptable, although The Village Club & Preserve management or VCP volunteers on duty reserve the right to disallow any toy or piece of equipment at any time. Small toys or items can get stuck in and damage the pool filtration system.

11. Pool Closure - The pools may be closed for special events or maintenance which will be posted with as much advance notice as possible. We reserve the right to close any pool or spa due to contamination, mechanical problems, or inclement weather.

12. PDA - Please refrain from excessive public displays of affection.

POOL TEMPERATURE

The pools are heated during the cooler months at the discretion of VCP management. As a rule, the pools are not heated past May 1. We realize all patrons have subjective opinions on temperature deemed "ideal" for swimming or water activities. We do our best to keep the water comfortable for our members and guests. As a non-profit organization with a limited budget, we are careful with costs associated with heating, balancing budget impact with the comfort of guests. Our patrons should refrain from asking management to change the temperature to suit

their needs, understanding that we have many individuals using the pools with different opinions. We do not cool our pools in the summer.

BEACH AREA

Any person in the beach area is required to wash sand off at the shower before entering the pools.

Children in the beach area should be supervised at all times. A \$100 fine per occurrence fee may be assessed at the discretion of management to the member of any minor or guest recklessly engaging in any activity that causes excessive sand to be deposited in the pools.

Washing of toys, filling of buckets, etc. should be done through water in the nearby shower, NEVER washed or filled from the pools.

C. HOT TUB: Due to safety concerns, the hot tub is restricted to patrons age 16 and older. Elderly persons, pregnant women, and those with health conditions that require medical care should consult with a physician before entering the hot tub. Usage should be limited to 15 minutes, as long exposure may result in nausea, dizziness, or fainting. It is advisable not to use the tub alone. Hot water immersion while under the influence of alcohol, narcotics, drugs, or medication may lead to serious consequences and is not recommended. See all rules posted at hot tub.

D. FIELDS, FITNESS TRAIL, OTHER RECREATIONAL AREAS

1. Consult the service desk for activity options and times. Current schedule is posted online at www.villageclubpreserve.com/members) and at the front desk.

2. Shoes & shirts must be worn at all times.

3. Basketball rims may be lowered for smaller children at the request of an accompanying adult during times when our Operations Manager is available. Cranks on the basketball goals should not be touched.

4. Participants are to be respectful of other patrons, equipment, and the facility. Recklessly kicking balls or abusing equipment/facility is not tolerated and will result in the member being fined for the cost of replacement.

E. TOWELS

1. Towels are not provided and should be brought from home by FOVs/guests

2. Swimmers are asked to dry off before entering the bathrooms and Clubhouse rooms.

F. GROUP FITNESS CLASSES/PROGRAMMING

There will be spaces on the grounds primarily intended for VCP-sponsored and VCP-scheduled group exercise classes at certain times (the main community room, under the Grace Pavilion, in

the pool, or along the fitness trail, etc). Please respect the leader and class participants by finding another area to exercise, or swim during classes so as not to interfere.

G. TENNIS COURTS

1. Tennis court usage is first come, first serve. Tennis players provide their own rackets and balls.(in there somewhere)
2. If both courts are in use and others are waiting to play, patrons are asked to be courteous and limit their court time to one hour.
3. Appropriate tennis shoes are required.
4. Safety precautions and proper rules must be followed.
5. Tennis play is the ONLY activity permitted on the tennis courts.
6. Damage to the tennis courts due to improper use of equipment could result in fines starting at \$100 to full replacement cost.
7. Court users must groom/brush the courts after each use. If you have questions on how to properly groom the courts, call our Tennis/Pickleball Lead, Allison Warren, at 772-708-9226.

Appendix A

Private Events Grounds Usage - Donation Structure & Policy

Revised June 2020

Areas available for usage for private events, meetings, & gatherings:

Summers Clubhouse

Grace Pavilion

Hale Pool

Who is able to reserve these spaces?

Members

Non-profit organizations who conduct programming on our grounds

Local non-profit organizations for meetings

Non-members through sponsorship (and attendance) by member - **add \$100 to any below rate**

What types of events are permitted?

Meetings with speakers (set-up with chairs/tables)

Regular organization meetings (HOAs, councils, non-profit membership meetings)

Fair-type events (art fair, health fair, etc.)

Private holiday events, birthday parties, baby showers, etc.
 Gatherings for sports teams, athletic organizations, etc.

Pavilion and Clubhouse

Summers Clubhouse (Inclusive of warming kitchen)	Base Donation *	Security Deposit
1-40	\$200	\$200
41-60	\$350	\$200
Grace Pavilion		
1-40	\$200	\$200
41-60	\$350	\$200
81 +	\$500	\$350
Clubhouse and Pavilion Combo	\$1,000	\$500

*Non-members through sponsorship (and attendance) by member **-add \$100 to any base donation.**

Notes

- Rental fees include up to 3-hours of set-up and breakdown of tables and chairs.
- Half of the security deposit will be kept as cleaning fee for any event not left “broom clean.” See full application checklist for details.
- All music must cease no later than 10pm.
- No entity shall occupy the property later than 11pm. This includes clean up. A penalty of \$50/30 minutes will be retained from security deposit for any overtime.
- A \$75 pass through fee from MDPOA will apply to any event with 50+ attendees from outside the gates. A list should be provided of all guests (best possible list) 72 hours in advance, to be supplied to gate for approved entry.
- In the event additional rentals (tents, tables, chairs) are required, guests are responsible for contracting separately.
- All events require completion of application and approval of VCP.
- Once application is received and reviewed, a proposed invoice will be sent to the renter for review and acceptance.
- Rates and policies are subject to change at the discretion of the VCP Board of Directors.

Pool Reservation Policy

Use of Hale Pool for Swim Event

- The Hale Pool can be used (and reserved exclusively) for swim parties for \$300 base donation (bracelets issued, 3 hours max) and exclusive use of the Fahey Cabana is included. All food must remain under cabana.
- The lap pool cannot be used for pool parties.
- Swim parties are limited to 25 swimmers.
- Certified Lifeguard required for any pool party.
- The non-member rate will apply to the party base donation.
- Clean-up to “before” state required of renter.
- \$100 security deposit

*Non-members through sponsorship (and attendance) by member **-add \$100 to any base donation.**

Notes

- Rental fees include up to 3-hours of set-up and breakdown of tables and chairs.
- Half of the security deposit will be kept as cleaning fee for any event not left “broom clean”. See full application checklist for details.
- All events require completion of application and approval of VCP.
- Once application is received and reviewed, a proposed invoice will be sent to the renter for review and acceptance and payment. See cancellation policy in paperwork.

Non-Profit Organization Rates:

Non-profit discount: 501(c)3 organizations - 50% of above base rate, \$50 flat donation, or at the discretion of VCP Executive Direction and/or BOD. Pool usage fee remains \$5/youth.

Non-profit membership/board meetings: (2 hours max)

\$100

Security deposit - N/A

Note: Rates and policies subject to change at the discretion of the VCP Board of Directors.

The Village Club & Preserve Property Use Agreement and Release Form

The Village Club & Preserve's (VCP) primary purpose is to carry out its mission. Our mission is to provide attainable sports and swimming lessons, as well as foster community engagement through educational programming and activities hosted on our grounds. We have the desire to serve the community on many different levels and have several relationships with community organizations that utilize our facility. The VCP welcomes other local organizations and members to utilize our facilities for events.

So that all VCP members and outside groups can enjoy our facility, we ask that you follow this guide. In addition, you are required to sign and return the Property Use Agreement and Release Form when requesting to use the property. A copy of the approved form will be returned to you. These forms are to be used for occasional use of the property at VCP's discretion.

Requests for building use are managed through the VCP office. No commitment for building use is finalized until the Use Agreement has been approved and executed by VCP. When available we will make our facility available outside groups. Use of the facilities will be prioritized in the following order:

- VCP programing that fulfills our mission
- Member requests
- Non-profit groups that help the VCP fulfill its mission
- Other non-profit organizations

Approval for the use of the grounds and/or facilities of The Village Club & Preserve does not constitute or imply endorsement of a group, their mission, or their positions. Groups approved to use the facilities are not to advertise the event in such a way as to imply endorsement by The Village Club with VCP's expressed approval. No activities or advocacy may take place within the VCP, its buildings or grounds that conflict with the practices of the organization.

Included in this guide are the following:

- Steps to Facility Use Scheduling
- Rules and Regulations
- Property Use Agreement Form Including Release

STEPS TO FACILITY USE SCHEDULING:

1. Obtain and complete the [Reservation Request Application](#) from the VCP office (last page of this document) or at our website: www.villageclubpreserve.com - Under "Members" - hyperlinked [here](#)
2. Submit the Form
3. You will be notified within three business days whether there are additional questions or if the request is approved. You may be asked to set-up a meeting with Joe Genson, operations manager, to go over details of the event.
4. Upon approval, full payment confirms reservation.

FEES FOR FACILITY USAGE

At this time the Village Club & Preserve accepts donations as a fee for the use of our facilities. The suggested donations are shown in the below schedule. Fees are subject to change.

Summers Clubhouse (Inclusive of warming kitchen)	Base Donation *	Security Deposit
1-40	\$200	\$200
41-60	\$350	\$200
Grace Pavilion		
1-40	\$200	\$200
41-60	\$350	\$200
81 +	\$500	\$350
Clubhouse and Pavilion Combo	\$1,000	\$500

RULES AND REGULATIONS

1. VCP PROPERTY. VCP property will not be loaned, borrowed, or removed from VCP premises without prior permission from the Board of Directors. VCP property such as chairs, tables, tablecloths, etc. may be used when using the facility under the rules herein.

2. FACILITY CARE. The VCP area used by your group must be left clean and orderly with VCP furniture and property returned to its designated place.

3. KITCHEN RULES. The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed in the dumpster behind the parking lot. VCP supplies are not to be used except by VCP approved activities.

4. VCP SOUND SYSTEM. The VCP sound system is available for use upon request. The system must be operated by a trained member or by individuals pre-approved by the VCP Board. No other equipment may be attached to the VCP sound system without prior approval. All music must cease by 10pm.

5. NO SMOKING. The VCP is a smoke and vape-free facility. All members of all groups using our facilities shall abide at all times by a “no smoking” rule in all parts of the building, pavilion, pool area, dog park, walking trail, on the grounds and restrooms.

6. BUILDING USE. All groups agree that they will ensure that all event participants leave the building after the event.

7. SUPERVISION OF YOUTH. The VCP seeks to provide a safe environment for children. All users of the facility are expected to follow the guidelines of this policy including the following:

- No fewer than two adults should be present at all times during any program or event involving children.
- Adult supervision is required at all times both inside and outside of the VCP property including pool area and parking lot.
- Children and/or siblings of the group members must stay with the group or under the care of adult supervisors.

8. FOOD AND DRINK. Food and drink should be limited to designated areas. Anyone using the VCP property is responsible for cleaning up after each use, both inside and outside. If a private catering service is used for the event, the caterer must furnish all equipment (e.g. dishes, silver, table cloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.

9. DECORATIONS. Decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All such decorations must be removed immediately and completely following the event.

10. EMERGENCY SCHEDULING CONFLICTS. VCP reserves the right to pre-empt any facility use for its own in cases of emergencies. Notice will be provided as early as possible.

11. STORAGE. Excess storage is limited for organizations other than VCP groups, as such; all organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the VCP office.

12. BREAKAGE. All persons and/or groups using our facilities are expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage or breakage. The person(s) signing the application for use shall be responsible for paying costs incurred by the VCP in cleaning, repairing, etc. any part of the building and/or its furnishings and equipment which in the judgment of the Board of Directors has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.

13. SECURITY. The VCP Board of Directors works to maintain a safe and secure environment within the facility, however no systems are foolproof. We ask that all users pay close attention to personal property and valuables, not leaving them unattended. The VCP is not responsible for theft or damage to personal property.

17. FINAL DECISIONS. In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in the customary practices not specifically mentioned here, the Board of Directors or their delegated representative shall decide the matter and all individuals and groups shall abide by the Board of Directors directions or forfeit the use of any part of the facility immediately.

**The Village Club & Preserve
2261 SW Racquet Club Dr.
Palm City, Florida 34990**

772-448-7256

villageclubpreserve@gmail.com

**PROPERTY USE AGREEMENT and RELEASE FORM
THE VILLAGE CLUB & PRESERVE**

Name of Organization: _____
Responsible Person: _____
Address: _____
Contact Person's Name: _____ Day Phone: _____
Email: _____ Cell Phone: _____
Organization's Purpose: _____
Date(s) Requested: _____ Start Time: _____ End Time: _____
Frequency: ___ One Time Only ___ Weekly ___ Monthly ___ Other
Which day of the week:
___ Mon ___ Tue ___ Wed ___ Thurs ___ Fri ___ Sat ___ Sun

General Information

Describe the type of event you will be bringing to our facility:

Will tickets be sold or admission charged for your event? If yes, what will be the ticket prices or the admission fee?

Yes _____

No _____

If yes, how will the net proceeds of this event be used?

Is your group a non-profit 501(c) 3 organization?

Yes: _____ No: _____

Non-profit Tax ID Number: _____

Rooms/Area Requested:

___ Summers Clubhouse

___ Hale Pool

___ Kitchen

___ Grace Pavilion

___ Large Pool

___ Land Use

Anticipated Number of Participants: _____

Will food or drink be consumed? ___ Yes ___ No

Special Needs or Requests:

Equipment Needs:

___ Large Screen TV

___ Round Tables: # _____

___ Pool supplies

___ 6 Foot Tables: # _____

___ Microphone and Speakers ___ Chairs # _____

___ Reception Table at Entrance ___ Other:

Certificate of Insurance Requirements - Non-VCP group activities (through nn organization) held on VCP Grounds or catering with alcohol are required to provide certificates of insurance naming The Village Club & Preserve as additional insured. A certificate should be turned in to the VCP office at least a week before the first use. For continuing usage, the form should be renewed annually.

Fee Arrangement

The parties understand that the fee for each use of the building and grounds is stated in the Village Club & Preserve Property Use Agreement and Release Form.

FEE for this event/activity: \$_____

Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____

(Organization or individual) and The Village Club & Preserve (for use of the property describe above for meetings and other activities.)

NOW, THEREFORE, in consideration of The Village Club & Preserve permitting the organization or

individual(s) to use the property described herein, the organization or individual(s) agree(s) as follows:

1. Organization or individual(s) hereby indemnify, hold harmless, releases, and discharges The Village Club & Preserve and its Board of directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims, demands, losses or damages arising out of the use of the property.

ACCEPTANCE OF RESPONSIBILITY

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. I/We will remove all signs posted by my/our group after the meeting has ended. I/We further agree that the VCP property will be used in accordance with the Rules and Regulations of the Village Club (a copy Property Use Resources including the Rules has been received) and I/We hereby consent to the Release and Indemnity Agreement.

Name of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Board of Director

Board of Director

_____ Request Approved

_____ Request Denied

Signature _____ Date _____

Signature _____ Date _____