

# TOLOMATO COMMUNITY DEVELOPMENT DISTRICT DISTRICT POLICIES

**This document outlines uniform policies for use of facilities owned by the Tolomato Community Development District (the “District”), including the Splash Water Park, Spray Water Park, Nocatee Swim Club, Greenleaf Park, Twenty Mile Park, Twenty Mile Post, Cypress Park, Crosswater Park, Fitness Club, Welcome Center, Athletic Courts, Nocatee Station Field, Nocatee Room banquet facilities, Administrative Offices, surrounding common areas and related parking areas (collectively, the “Amenity Complex”). This also applies to any other District owned or maintained properties.**

**Upon receiving a copy of these policies, recipients are asked to read and sign the enclosed waiver form indicating his/her acceptance of these policies. Information contained in these policies is current as of the date of this publication. District staff will disseminate notification of changes to these policies by posting changes at the Amenity Complex and may also disseminate via a community newsletter and/or website.**

## **GENERAL PROVISIONS**

- 1. ALL PERSONS USE AND ENJOY THE AMENITY COMPLEX AT THEIR OWN RISK.**
- All users must have their Resident Card, or Visitor Pass with them while at the Amenity Complex. This acts not only as an electronic key card to enter the facility but also as a form of identification.
- Members of the Board of Supervisors and District staff shall have full authority to enforce these rules and regulations.
- The District, or its staff, is not responsible for any lost, stolen, or damaged items.
- Parents or guardians shall directly supervise their children at all times they are at a District amenity.
- The District is not responsible for the conduct of third parties at or on the District’s Amenity Complex.
- NO ALCOHOLIC BEVERAGES** are permitted anywhere at the Amenity Complex, except as permitted in the Nocatee Room with District approval and adequate liability insurance on file with the District, or purchased directly from the District at other Amenity Complex areas.
- NO CHEWING GUM** is permitted in the Amenity Complex.
- NO SMOKING OR TOBACCO PRODUCTS**, including E-cigarettes and similar devices are permitted at the Amenity Complex.
- No soliciting at the Amenity Complex.
- Businesses, including charities, may not operate or offer services on CDD property without the express written permission of the Community Manager. This applies to all activities whether paid or free.
- No signs may be placed on CDD owned or maintained property. This includes Open House, Garage Sale and other advertisements or notices. Homeowners Associations may advertise for upcoming meetings.

13. No skateboard or motorized scooter riding at the Amenity Complex. This includes, but not limited to, parking lots and sidewalks.
14. No pushing or aggressive behavior.
15. Courtesy toward District staff and other Amenity Complex users is expected at all times.
16. Dumping or littering is prohibited.
17. Disturbing plant or animal habitat is prohibited.
18. Personal barbeque grills and deep fryers are not permitted at the Amenity Complex.
19. Fireworks of any kind are not permitted anywhere at the Amenity Complex or on any District property without written permission of the Community Manager. Sparklers are allowed where preapproved by District staff. Residents should follow all state and county laws regarding fireworks anywhere in the community.
20. No pets are allowed, except permitted service animals, as defined by applicable state laws, and animals related to District events.
21. Vehicles must be parked in designated areas only. Golf carts must be parked in the parking lot, or designated areas, and are not permitted on any other District grounds unless used for District maintenance.
22. No overnight parking is allowed at the Amenity Complex. Parking is only for the Residents and their guests while using the Amenity Complex. Any vehicle left over night without notification to the office may be towed at the owners' expense.
23. No commercial vehicles may be parked unattended for more than two hours at any CDD amenity or any CDD-owned road.
24. Residents are responsible for actions of their guests, and such actions may result in loss of amenity privileges by the Resident.
25. All commercial activities on CDD property are expressly prohibited without the express written approval by the Community Manager. This includes retail vendors, dog training, swim lessons, exercise classes, etc.
26. District parks, including event fields at Splash and Spray Waterparks, Twenty Mile Park, Twenty Mile Post, Crosswater Park, Cypress Park and Greenleaf Park specifically do not allow the following without express written permission from District staff:
  - a. Drones and other flying objects, except for kites.
  - b. Golfing
  - c. Cleats
  - d. Organized team practices or games
  - e. Services or activities for a fee
  - f. Food trucks, Game trucks, Bubble trucks, Grooming trucks or similar vehicles or structures.
27. District staff may prohibit other activities which would create health or safety issues or impair general usage of the park facilities
28. Children using the playgrounds at District parks, including Splash and Spray Waterparks, Twenty Mile Park, Twenty Mile Post, Crosswater Park, Cypress Park and Greenleaf Park, must only use age appropriate equipment.

## RESIDENT CARD HOLDERS

1. The District will issue an access card (“Resident Card”) providing access to District amenities, events and activities to deed holders of residential properties within the Tolomato Community Development District. A Deed Holder shall be the person or persons named on the deed to the property, not to exceed two Adults. An Adult is any person over age 25 with a permanent address in the District. Additionally, the following individuals will have the rights of a Deed Holder:
  - a. Tenants of Deed Holders, excluding apartment residents. Deed Holders are required to sign an Amenity Release Form temporarily transferring their rights to use the facilities in the Amenity Complex to the tenant. It is the responsibility of the Deed Holder to inform their tenants how to apply for Resident Cards. The District will provide Resident Cards to tenants once per twelve month period at no charge, based on lease start date. Tenants must provide District staff with a copy of the signed lease. Once a tenant qualifies for a Resident Card, the Deed Holder, and their Family, as defined below, retain no rights to use the facilities in the Amenity Complex. Tenants must turn in their access cards upon termination of lease. There will be a deposit of \$50 per original issued Resident Card. The deposit will be forfeited if the Resident Card is not turned in to Resident Service office within 15 days of the termination of the lease. Tenants may only be changed twice per twelve month period. Additional Resident Cards will cost \$15 per card, per person for all persons. This \$15 fee applies only to the additional card and not the rights assigned to a Resident Card Holder.
  - b. Tenants of apartments. Apartment managers shall submit to the District the names and unit numbers of all new tenants as well as the lease term. Apartment Owners shall notify the District of all terminated leases within 72 hours of termination. Resident Cards shall be issued to such tenants for the term of the lease. The District will provide Resident Cards for each unit twice per twelve month period at no charge. Additional Resident Cards issued more than twice in a twelve month period for any unit will cost \$15 per card, per person for all tenants. Apartment management or tenant must collect and turn in expired Resident Cards upon termination of lease. There will be a deposit of \$50 for each Resident Card issued. The deposit shall be forfeited if the Resident Card is not returned to the Resident Services Office within 15 days of the termination of the lease. Resident Card Holders are subject to the eligibility requirements as detailed in this section.
  - c. Permanent full-time residents of Assisted Living Facilities and Independent Living Facilities shall be eligible for Resident Cards on the same basis as apartment tenants.
  - d. Persons not holding a deed within the District may purchase the rights of a Deed Holder at a cost of \$3,800 per year. Such rights shall be good for 12 months from the date of purchase.
  - e. Persons designated by non-residential landowners as detailed separately.  
Each Deed Holder above, together with additional Resident Card Holders detailed in paragraph 2, shall constitute one (1) Household.
2. In addition, a Deed Holder within the District shall be entitled to a Resident Card for other eligible persons as described below (“Family”).

- a. Spouse of Deed Holder;
  - b. Children of Deed Holder, including step children, living at home up to 25 years old;
  - c. Children, including step children, not living at home that are full-time students, up to 25 years old; and
  - d. Parents, including step parents, of Deed Holder, provided the parent has the same permanent address as the Deed Holder, within Nocatee. However, parents of tenants under paragraphs 1a, 1b, or 1c and parents of non-residents under paragraph 1d do not qualify for the parent provision herein. Furthermore, the parent of the Deed Holder shall not qualify for a Grandparent Card under this provision.
  - e. An Adult unrelated to Deed Holder may qualify as Family, provided they have the same permanent address as the Deed Holder, within Nocatee, and the total number of Resident Cards does not exceed two Adults per Household. The election of an unrelated Adult may only be made once a year and cannot be changed. The unrelated Adult cannot qualify for a Grandparent Card. Children, including step children, of the unrelated Adult are not eligible to receive Resident Cards under this provision.
3. Deed Holders holding a Resident Card and all others qualifying for a Resident Card shall be designated a Resident.
  4. The total number of Resident Cards may not exceed two Adults per household, except as provided for in paragraph 2d above.
  5. If a Deed Holder is not a natural person, Resident Cards may not exceed two Adults per Household.
  6. The total number of Resident Cards may not exceed two Adults, even in cases where Deed Holders exceed two persons, except as provided for above. In cases where tenants hold Resident Card rights, the total number of Resident Cards may not exceed two Adults per apartment or Deed Holder rights received.
  7. The District will issue up to five Resident Cards to Deed Holders and their Family as defined above at no charge. Additional Resident Cards are \$5.00 each. This is a fee for the additional card, not the associated Resident Card Holder rights.
  8. Replacement cards for lost, stolen or damaged Resident Cards are available for a fee of \$15.00 each.
  9. All persons must have a valid and current Resident Card to enter the Amenity Complex.
  10. Prospective Resident Card recipients, as listed above, must provide proof of eligibility.
  11. Except as otherwise provided in these policies, Resident Cards are non-transferrable.
  12. Resident Cards may not be sold.
  13. Simply maintaining a residence within the District does not qualify an individual for Resident status or for a Resident Card. Eligible persons must meet the qualifications established herein.
  14. Exceptions to this section are strictly prohibited.

## **ADDITIONAL FAMILY CARDS**

Standard annual assessments provide for up to two adult card holders per household. However, certain additional qualifying persons residing in the District may obtain a standard Resident Card (not a grandparent card) at a reduced rate of \$500 per year as follows:

1. Adult children of the Deed Holder with a permanent address, within the District, as evidenced by a driver's license or similar legal instrument.

2. Exchange students living with a Deed Holder as evidenced by appropriate paperwork from the coordinating institution. Resident Cards must be returned to the District upon termination of the program.
3. Nannies and child sitters of children under the age of 14, upon affirmation by the owner that the person is a bonafide nanny or child sitter. This individual must be over 18 years old.

Persons obtaining Resident Cards through this section receive no additional benefits or rights. Children of a person receiving a Resident Card under this policy are not eligible for Resident Cards and there are no additional guest credits associated with this Card.

This provision is limited to one Resident Card per household. Renters are not eligible.

## **GUEST POLICIES**

1. Each Household will be issued 12 individual daily guest pass credits (“GPC”) per calendar year. Each GPC is good for one daily guest visit (one credit = one person for one day). GPCs allow access to all District amenities during that year with the exception of the Fitness Club and Swim Club. Bonus Guest Credits may be approved by the Board of Supervisors on an annual basis.
2. Additional Guest Pass Credits can be purchased in increments of 12, not to exceed 36 additional credits per Household per year. Cost for 12 credits is \$75.00. Guests other than Visitor Pass holders must be accompanied by a Resident when entering all approved District amenities.
3. GPCs are required at all times for guests at the Splash Park, Spray Park, Crosswater Pool, Twenty Mile Pool and Cypress Trails Pool. However, at times, District staff may not be present to process the guest credits.
4. Guest Pass Credits are non-transferable and are non-refundable.
5. Maximum 30 guests per day at the Splash Park, Spray Park, Crosswater Pool, Twenty Mile and Cypress Trails pools, per Household. One guest is allotted per day at the basketball, pickleball, and volleyball courts, per Household, however guests may be restricted during peak times for the courts.
6. District issued free Guest Pass Credits expire December 31 of the year issued. Purchased Guest Pass Credits do not expire.
7. The Swim Club and Fitness Club are Resident only facilities, except for designated District events.
8. Guest Pass Credits are determined by Household but may be used by any Resident Card Holder in the Household. Deed Holders are encouraged to track Guest Credit use for all Resident Card Holders in the Household.
9. A Visitor Pass is a guest who resides outside the 40 mile radius surrounding the District and is a short term overnight visitor to a Deed Holder. A Visitor Pass may be purchased for weekly admission to the facilities in the Amenity Complex for a fee of \$25 per person (a “Visitor Pass”). This pass is valid for seven calendar days starting with the day of purchase. Visitors with a Visitor Pass are not required to be accompanied by a Resident, however, the Resident must accompany their Visitor at the time of purchase of a Visitor Pass. Photo identification, or other proof of residency, is required by a Visitor to purchase a Visitor Pass. The status of Visitor only applies during the term of their visit and while they possess a valid Visitor Pass. Each Visitor is limited to two (2) Visitor Passes per year.

## **GRANDPARENT POLICY**

1. A Grandparent designation may be requested by a Resident who (i) has no dependent children that qualify for a Resident Card and (ii) has at least one grandchild.
2. A Grandparent, for purpose of this policy, is the Resident Card Holder, and grandchildren are legal grandchildren and step grandchildren of said card holder. Grandparents receiving a Resident Card pursuant to sections 1a, 1b, 1c, 1d and 1e as well as 2d and 2e of the Resident Card Holders section are not eligible for a Grandparent Card.
3. This Grandparent designation will allow up to two grandchildren, up to age 25, to accompany the Resident to the District Water Amenities without the use of a Guest Pass Credit. The Resident must accompany the grandchildren at all times.
4. Only two grandchildren per Household will be granted access to the Splash Park, Spray Park, Twenty Mile, Crosswater, or Cypress Trails pools on any given day under the Grandparent Policy. Any additional grandchildren will require a Guest Pass Credit for access. This Grandparent designation does not provide access to any other District amenities, events or activities that are not open to the general public.
5. All guests that are not grandchildren will require the use of a Guest Pass Credit for access.
6. The Grandparent Card rules do not apply to District events and activities that are designated for Residents only.

## **GENERAL SPLASH AND SPRAY WATER PARK POLICIES**

### Schedule

1. The Splash Water Park and Spray Water Park (“District Water Amenities”) will be closed one day per week to facilitate maintenance. Pool schedules are subject to change without notice.
2. Swimming is permitted only during designated times, as posted at the pool and determined by staff.
3. Certain times the Splash Waterpark may be designated as USE AT YOUR OWN RISK, During such designated times:
  - a. There will be no District staff members responsible for maintaining a safe recreational area for District pools (Pool Attendants) on duty
  - b. Each individual is responsible for his or her own safety.
  - c. The Rip Tide Slides and the Lazy Tides River will be closed.
4. District staff may monitor usage levels at the Splash Water Park or Spray Water Park and adjust the hours of operation or number of pool attractions available in order to ensure the facilities serve the community in the most efficient and effective manner.
5. The Spray Water Park, Rip Tide Slides and the Lazy Tides River will be closed for any day when the forecasted high temperature for the day, as projected by the National Weather Service, is less than 72 degrees. Pools in the Splash Water Park will remain open as Use At your Own Risk.
6. The District Water Amenity staff reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc.; conducted at the pool including swim lessons, aquatic/recreation programs and pool parties.
7. Any person swimming when the Splash Water Park or Spray Water Park is closed, or using any attraction when that attraction is closed, may be suspended from the Amenity Complex, or any

part thereof and may be subject to trespassing violations.

### Residents and Guests

1. Everyone must present their Resident Cards or Visitor Passes and sign in upon entering the District Water Amenities. Guests other than Visitor Pass holders must be accompanied by a Resident when entering the District Water Amenities.
2. The number of guests for each Resident Household is limited to 30 per day.
3. In the event of a pool closure for longer than one continuous hour, within two hours of arrival with Guests, a Resident may obtain a raincheck for guests.
4. Children 12 years and younger must be accompanied by an adult at least 16 years of age at all times for usage of the District Water Amenities.
5. A parent or guardian must be within arm's length of a non-swimmer at all times when in a pool with a water depth greater than six inches regardless of the type of floatation devices used.

### General Rules

1. Proper swim attire must be worn in the pool. No denim, denim cutoffs, or thongs allowed.
2. All persons must shower before entering the pool.
3. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
4. No balls or toys that could be a hazard are allowed.
5. Play equipment, such as snorkels and dive sticks, must meet with the District pool attendant's approval prior to use. Only Coast Guard approved personal floatation devices are permitted, e.g. no inflatable water wings. Other floating devices must be approved by a District Amenity supervisor prior to use. The District staff reserves the right to discontinue usage of any play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
6. Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
7. Radios, televisions, and the like may be listened to if played at a noise level which is not a nuisance to other users.
8. Games where one holds their breath for long periods of time under water are not permitted.
9. No swinging on ladders, fences, or railings is allowed.
10. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
11. Parents should take their children to the restroom before the children enter the pool. For the comfort of others, the changing of diapers or clothes is not allowed at poolside.
12. Children under three years of age and those who are not reliably toilet trained, or otherwise at risk of contaminating any pool, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste contamination in the swimming pool/deck area. Failure to comply with this requirement may result in loss of amenity privileges for the parents and the child.
13. Pool entrances must be kept clear at all times.
14. Pool furniture is not to be removed from the pool deck area, and is not permitted in the water.

15. Loud, profane, and abusive language will not be tolerated.
16. Alcoholic beverages are prohibited in the District Amenities except when purchased from the Sun Deck or Blue Water Grill within the waterpark or otherwise purchased from the District.

### **RIP TIDE SLIDE POLICIES (Splash Water Park)**

1. The slide(s) may only be used during pool hours when water slide is attended by Pool Attendant(s).
2. When a pool attendant is stationed at the bottom of the slide in the water, children must be at least forty-two inches tall to ride the slide. When a Pool Attendant is not stationed in the water, children must be at least forty eight inches to tall to ride slide.
2. For everyone's safety, no one may stand at the bottom of the slide while in use.
3. Only one person may ride the slide at a time.
4. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
5. Keep arms and hands inside the flumes at all times.
6. No flotation devices are allowed on the water slide.
7. For safety reasons, pregnant women and persons with health conditions or back, neck or bone problems, or with a cast may not ride the water slide.
8. Stopping, flipping or standing at any point during the ride is prohibited.
9. Before sliding, check if there is water in the flume of the slide. Sliding on a dry slide is strictly prohibited.
10. After your ride, leave the slide area immediately.
11. Sunglasses and water shoes must be removed prior to entering the slides.

### **LAZY TIDES RIVER POLICIES (Splash Water Park)**

1. Only tubes provided at the Splash Water Park, or water noodles, may be used in the Lazy Tides River.
2. Only one person per single tube. Tubes without an opening are available for children under 36" tall. These can only be used when there is adult supervision within arm's length of the child. Double tubes may have no more than one (1) person per seat.
3. This attraction is designed as a quiet and relaxing tube ride. Riders must be floating in a tube. No loud or aggressive behavior is allowed.
4. The Lazy Tides River may only be used during pool hours when the river is attended by the required number of pool attendants.
5. Maximum of two tubes may be coupled together.
6. Enter and exit only in designated areas.
7. During busy conditions, float times may be limited by staff.
8. Riders must follow the flow of the current.
9. Riders must always use caution and follow staff directives when floating the Lazy Tides River.
10. Tubes may not be stacked while in the water.
11. Tubes must be neatly returned to the proper storage area after use.
12. The District may designated certain days and hours for adult use only.



## **SPLASH COVE POLICIES (Splash Water Park)**

1. No running, aggressive behavior, ball playing, horseplay, or toys that may interfere with others in the Splash Cove area.
2. No one older than 14 is admitted in wading pool unless serving as supervision for younger children.
3. Children 5 years and under must have direct supervision by a person at least 16 years of age.
4. Changing of diapers is not allowed on pool deck area. Changing stations are located in bathrooms.
5. No food, drink, or glass containers in wading pool area.
6. No pool chairs or loungers are allowed in the pool or fountain area to prevent damage to its surface.
7. The District may designate specific areas within Splash Cove to be adult only during certain days and times.
8. Climbing on or up the slides is prohibited.
9. Only one person may use the slides at a time.

## **NOCATEE SWIM CLUB POLICIES**

1. The Nocatee Swim Club lap pool is a Swim at Your Own Risk Pool for Residents only, with the exception of designated District events.
2. It is the intent that the Nocatee Swim Club will have days and times designated for adult swimming only as well as designated days and times for lap swimming only. These are subject to change by management.
3. The Swim Club pool will be used exclusively for lap swimming during designated times as set by management.
4. The Nocatee Swim team will be allowed use of the Swim Club on a schedule determined by management. However, two lanes will always be available for Resident lap swimming except during swim competitions.
5. The pool may be closed periodically for maintenance as determined necessary by District staff.
6. The District staff must authorize all programs and activities outside of the general swim that occur at the pool. This includes swim lessons, aquatic/recreation programs, and swim teams.
7. Any person on the pool decks, or in the pool when the facility is closed is considered trespassing and is subject to arrest. Additionally, facility use privileges are subject to suspension.
8. Proper swim attire must be worn in the pool. No denim, denim cutoffs, or thongs allowed.
9. All persons must shower before entering the pool.
10. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
11. No balls or toys are allowed unless approved by the District.
12. Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
13. Games where one holds their breath for long periods of time under water are not permitted.
14. No swinging on ladders, fences, or railings is allowed.
15. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool

deck area.

16. Parents should take their children to the restroom before the children enter the pool. For the comfort of others, the changing of diapers or clothes is not allowed at poolside.
17. Pool entrances must be kept clear at all times.
18. Pool furniture is not to be removed from the pool deck area, and is not permitted in the water.
19. Loud, profane, and abusive language will not be tolerated.
20. Alcoholic beverages are prohibited in the Nocatee Swim Club area except when purchased from the District.
21. Children 14 years of age and younger must be accompanied by an adult, at all times, for usage of the Swim Club

## **WEATHER POLICY**

**Rain:** The pools will remain open unless it rains hard enough that the Pool Attendants cannot see the bottom and will reopen at the discretion of the supervisor or the Manager.

**Thunder and Lightning:** The pool will close immediately in the case of thunder and lightning and will reopen only when cleared by the District's lightning detection system which will occur 30 minutes after the last lightning strike detected.

## **CONTAMINATION POLICY**

1. If contamination occurs, the pool will be closed until the contamination is remedied, per state health code.
2. Children under three years of age and those who are not reliably toilet trained, or otherwise at risk of contaminating any pool, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste contamination in the swimming pool/deck area. Failure to comply with this requirement may result in loss of amenity privileges for the parents and the child at the discretion of the Community Manager.
3. In accordance with the CDC and Florida Department of Health guidelines, 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 Resident responsible for anyone who does pollute the pool can be held liable for any costs incurred in treating and reopening the pool.

## **GENERAL FITNESS CLUB POLICIES**

1. The Fitness Club may be unattended. USE AT YOUR OWN RISK. Each individual is responsible for his or her own safety.
2. Use of Fitness Club is restricted to Resident Card Holders 16 years of age and older. Resident Card Holders who are 14 & 15 years of age may use the Fitness Club when accompanied by an adult Resident Card Holder. Children under 14 are not allowed in the Fitness Club, except when participating in District sponsored events and activities.
3. Report all emergencies, injuries and broken equipment to the staff member on duty at 576-9164 or Operations Manager at 924-6853.
4. All users of the Fitness Club are expected to conduct themselves in a responsible, courteous

- and safe manner in compliance with Fitness Club policies and proper gym etiquette. Loud, profane or abusive language is prohibited. Disorderly conduct and horseplay are prohibited.
5. Disregard for any Fitness Club policy may result in expulsion from the Amenity Complex and/or loss of Fitness Club privileges.
  6. All users must register by signing-in immediately upon entering the Fitness Club.
  7. Appropriate clothing, including t-shirts, shorts, leotards, athletic footwear and/or sweat suits are required at all times in the Fitness Club. No denim, flip-flops or bathing suits are permitted.
  8. No fitness instructors are allowed to work with Residents inside the Fitness Club, regardless if such instruction is paid or unpaid, except for designated District Fitness Club instructors.
  9. No food is permitted in the Fitness Club. Beverages are permitted, but all drink containers must be covered and sealed.
  10. Radios, tape, iPods, MP3s or CD players are only allowed when equipped with headphones for personal use. The use of TV's to broadcast music across the Fitness Club is not allowed.
  11. Weights may not be removed from the Fitness Club for any reason and users must re-stack weights after use. Use only one set of weights at a time when working-out. In addition, users should step aside between multiple sets on the weight equipment if others are waiting.
  12. Keep dumbbells and barbells off benches, as to not ruin the upholstery and the padding. Dumbbells and bars are not to be dropped and must be returned to their proper storage area after each use.
  13. Return all equipment to its proper location after use. This includes bar bells, mats, balls, and weights.
  14. Each individual is responsible for wiping off the Fitness Club equipment after use.
  15. Hand chalk is not permitted in the Fitness Club.
  16. Cardiovascular equipment use is limited to 30 minutes if others are waiting for the equipment.
  17. The District staff reserves the right to discontinue any programs or activities due to concerns with their safety and other conflicts with the operation of the Fitness Club.
  18. Personal training at the Fitness Club, whether for fees or not, or solicitation of such personal training services, is prohibited.
  19. The Fitness Club may not be used in the provision of physical therapy, massage therapy, nutritional consulting, coaching or any other commercial activity
  20. The Fitness Club may not be used for non-fitness meetings or activities without the prior written approval of the District Community Manager.

### **SPLASH PARK TOT LOT POLICIES**

1. Playground equipment is for children 12 years and younger.
2. Children under 5 years of age must have adult supervision.
3. No jumping from play structures.
4. No horseplay or foul language.
5. No glass containers allowed.
6. Only one person at a time on the slide.

### **SPRAY PARK PARADISE PARK POLICIES**

1. Playground equipment is for children seven (7) years and younger.

2. All children must have adult supervision at all times inside the playground area.
3. No jumping from play structures.
4. No horseplay or foul language.
5. No glass containers allowed.
6. Only one person at a time on the slide.

## **DOG PARK POLICIES**

1. Pick up after your dog.
2. Do not allow your dog to dig in the dog parks.
3. All dogs visiting District parks must be up to date on vaccinations.
4. Infants and Toddlers are not allowed inside the dog parks.
5. Residents only.
6. Dangerous Dogs are not allowed in District dog parks. A dangerous dog is defined in Florida as follows:
  - a. A dog that has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property; or
  - b. A dog that has more than once severely injured or killed a domestic animal while off the owner's property; or
  - c. A dog that has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

## **EVENT LAWN POLICIES**

1. Event Lawn is defined as any District open space, including Nocatee Station Field. District events take precedence.
2. Special events and/or programming must be approved, in writing, by the District Community Manager in advance.
3. Lawns and open spaces may not be used for for-profit activities, including but not limited to fitness classes, camps, sales, etc. without prior written approval by the District Community Manager.

## **ATHLETIC COURTS POLICIES**

1. Athletic Courts are defined as the District Basketball, Pickleball, Volleyball courts and surrounding areas as well as District playground fields.
2. The Basketball and Volleyball courts are open from sunrise to sunset. Pickleball courts are open from 7am until midnight.
3. District events take precedence.
4. Residents or groups may not hold organized tournaments on District courts without the prior written permission of the Community Manager.
5. Resident Card Holders are limited to a maximum of 1 guest per day, however guests may be

further restricted during peak times. Guests, other than Visitor Pass holders, must be accompanied by a Resident Card Holder.

6. Resident Card Holders must have a Resident Card with them for identification while on the courts or activity fields.
7. Children 12 and younger shall be directly supervised by a Resident Card Holder at least 16 years of age or older.
8. The number of players permitted on the each basketball court at any one time is limited to 10.
9. Limit play to 1 hour when other players are waiting. Time limits will be enforced by staff and security.
10. Proper athletic closed toed shoes and attire are required. Shirts must remain on at all times.
11. No food or glass bottles are permitted on basketball courts. Non-Alcoholic Beverages are permitted.
12. Alcoholic beverages are not allowed, except for events specifically authorized by District Community Manager, at the Athletic Courts.
13. No profanity or roughhousing is permitted.
14. The Suspension and Termination policies as outlined in this document will be enforced for any unacceptable behavior displayed at Athletic Courts.
15. No hanging on the basketball goal rims or volleyball nets is permitted.
16. Usage of the Athletic Courts may be limited from time to time due to a sponsored event, which must be approved by the District Community Manager. Users may be asked to move to accommodate scheduled activities.
17. The Athletic Courts may be closed due to inclement weather or maintenance needs.
18. Fitness and sports programming to include classes, camps, personal training, coaching, etc. may only be provided by District management staff / Board of Supervisors approved personnel on all District owned property. The District staff reserves the right to discontinue any programs or activities due to safety concerns and other conflicts with the operation of the facility.
19. Use of the Pickleball courts may be subject to rules established by the Pickleball Club, as approved by the District Community Manager.
20. Appropriate court etiquette is required.

## **FACILITY RENTAL POLICIES**

1. Any organized event or party at a District pavilion with more than 12 persons, must rent the pavilion.
2. At the time the reservation is made, the renter must provide to the Rental Coordinator:
  - a. A check, credit card, cash or money order made out to Tolomato Community Development District for the security deposit;
  - b. A check, credit card, cash or money order made out to Tolomato Community Development District for at least 50% of the rental (including Holiday Fee, if any and the required Clean Up Fee);
  - c. Completed paperwork and insurances, if necessary; and
  - d. Complete, signed reservation form.
3. The remaining rental fee is due 90 days prior to the date of the rental.  
If the renter cancels their event in the Nocatee Room, the cancellation must be communicated

to the District, in writing. The rental fee due at the time of booking is non-refundable, except in the case where the District is able to rent the room on the event date to another party at the same or greater rate. If the room is rented at a lesser rate, the rental fee will be refunded to the renter to the extent of the new rental fees received, up to the amount paid by the renter. The Security Deposit shall be refunded in full. If the event is cancelled less than 90 days from the event date, the renter shall forfeit 100% of the rental fee. The security deposit shall be refunded in full. In the event that the Renters are active military and are called to deploy a full refund will be given. Proof of active military status is required. In addition, a letter on Military letterhead from the Commanding Officer must be submitted in order to receive full refund. Letter must state that deployment will occur during the event date. All exceptions are considered on an individual basis and at the sole discretion of the District.

4. Rental of the Cabana, Greenleaf Pavilion, Twenty Mile Village Pavilion, Cypress Trails Pavilion, Twenty Mile Post Pavilion, and Crosswater Pavilion are non-refundable, except in cases where there is inclement weather within the first 2 hours of their session time and renter takes entire party and leaves pavilion. Cancellation must be communicated to the District by phone and in writing.
5. The rental rates and deposits for use of the District’s facilities and services by Resident Card Holders and Non-Resident Card Holders are:

Facility	Deposit	Non-Resident Rate	Resident Card Holder Rate	Other
Nocatee Room Mon – Thursday	\$1,000	\$1,000/4 hrs. \$250 each additional hr. Maximum daily rate \$2,200.	\$750/4 hrs. \$200 each additional hr. Maximum daily rate \$1,700.	Minimum four hour rental. Reservations up to 18 months in advance.
Nocatee Room Friday and Sunday	\$1,000	\$2,000/4 hrs. \$300 each additional hr. Maximum daily rate \$3,000.	\$1,500/4 hrs. \$250 each additional hr. Maximum daily rate \$2,300.	Minimum four hour rental. Reservations up to 18 months in advance. .
Nocatee Room Saturday	\$1,000	\$2,600/4 hrs. \$400 each additional hr. Maximum daily rate \$3,900.	\$2,100/4 hrs. \$300 each additional hr. Maximum daily rate \$2,800.	Minimum four hour rental. Reservations up to 18 months in advance.
Nocatee Room Mon – Thursday Last Minute Pricing (room booked no more than 30 days prior)	\$1,000	\$500/4 hrs. \$125 each additional hr. Maximum daily rate \$1,100	\$375/4 hrs. \$100 each additional hr. Maximum daily rate \$850.	Minimum four hour rental. Room cannot be held or booked more than 30 days prior to take advantage of this pricing.

Nocatee Room Friday and Sunday Last Minute Pricing (room booked no more than 30 days prior)	\$1,000	\$1,000/4 hrs. \$150 each additional hr. Maximum daily rate \$1,500.	\$750/4 hrs. \$125 each additional hr. Maximum daily rate \$1,150.	Minimum four hour rental. Room cannot be held or booked more than 30 days prior to take advantage of this pricing.
Nocatee Room Saturday Last Minute Pricing (room booked no more than 30 days prior)	\$1,000	\$1,300/4 hrs. \$200 each additional hr. Maximum daily rate \$1,950.	\$1,050/4 hrs. \$150 each additional hr. Maximum daily rate \$1,400.	Minimum four hour rental. Room cannot be held or booked more than 30 days prior to take advantage of this pricing.
Seabreeze Conference Room	\$100	\$150/ 4 hrs. \$100/ 2 hrs. \$50 each additional hr. Maximum daily rate \$300.	\$75/ 4 hrs. \$50/ 2 hrs. \$50 each additional hr. Maximum daily rate \$150.	Minimum two hour rental. Can only be reserved one month in advance, unless reserved with Nocatee Room.
The Green	\$500	\$650/4 hrs.	\$500/4 hrs.	Can only be reserved one month in advance, unless reserved with Nocatee Room.
Banquet Chairs		\$1.50 per chair	\$1.25 per chair	Renters set-up and break down
Banquet Tables		\$12 per table	\$10 per table	Renters set-up and break down
Dance Floor	\$100	\$300	\$300	May only be used on designated District Property. Size 15x15.
Projection Television and Large Screen Rental	\$100	\$75	\$50	May only be used on designated District property.
Microphone and Speakers	\$100	\$75	\$50	May only be used on designated District property.
Clean-Up Fee		\$300	\$300	Required fee for any rental of the Nocatee Room and Green.
Set Up Fee		\$125 for Nocatee Room only. \$175 for Nocatee Room plus Green.	\$125 for Nocatee Room only. \$175 for Nocatee Room plus Green.	Layout must be turned in to District staff seven days prior to the event. Setup includes tables and chairs only. District is unable to set up other vendors' furniture.
Cabana Rental Tues - Fri	\$150	N/A	\$100/Session	Does not include guest admission. No more than 30 Non-Residents allowed. Not available on Holiday or Holiday weekends.

Cabana Rental Sat-Sun	\$150	N/A	\$200/Session	Does not include guest admission. No more than 30 Non-Residents allowed. Not available on Holiday weekends.
Kid's Birthday Cabana Rental Special Tues-Fri	\$200	N/A	\$200/Session	Includes admission of up to 30 guests without the use of Guest Pass Credit. Not available on Holidays or Holiday weekends.
Kid's Birthday Cabana Rental Special Sat-Sun	\$200	N/A	\$300/Session	Includes admission of up to 30 guests without the use of Guest Pass Credit. Not available on Holiday weekends.
Greenleaf and Twenty Mile Post Pavilion Rental except Holiday weekends	\$150	N/A	\$100/Session	Only available to Residents. Limit 3 rentals per household per year. Not available on Holidays and Holiday weekends.
Crosswater Park, Cypress Park, and Twenty Mile Park Pavilion Rental Tues-Fri	\$150	N/A	\$100/Session	Does not include exclusive use of pool or restroom. Guest admission to pool not included. Limit 3 rentals per Household per year. Not available on Holidays.
Crosswater Park, Cypress Park, and Twenty Mile Park Pavilion Rental Sat-Sun except Holiday weekends	\$150	N/A	\$200/Session	Does not include exclusive use of pool or restroom. Guest admission to pool not included. Not available on Holiday or Holiday weekends. Limit 3 rentals per household per year.
Holiday Fees		\$400	\$400	Charge will automatically be added to all rentals of the Nocatee Room or Seabreeze Conference Room for reservations on designated Holidays.
Beverages- Beer Wine Water Soda			Market Rate	
Fitness Cards		N/A	\$50	Card good for 12 designated fitness activities.



Personal Training			<p><b><u>Single Session</u></b> \$35.00 for 30 min.</p> <p><b><u>30 Minute Session Pkgs</u></b> \$130.00 for four 30 minute sessions \$250.00 for eight 30 minute sessions \$360.00 for twelve 30 minute sessions</p>	Only available to Residents
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4. The District establishes fees and charges for administrative and related activities as follows:

Facility	Deposit	Non-Resident Rate	Resident Rate	Other
Copy Fees		\$1.00/page	\$.25/page	
Fax Fees		\$1.00/page	\$.25/page	
Estoppel Letters		\$125.00	\$125.00	
Adjunct Supplemental Reports			\$3,000.00	Fee is due upon the issuance of a new Master Development Plan or Site Plan or a subsequent change to the Plan.
Calculation of Debt Paydown/Payoff		\$125.00	\$125.00	
Non-Sufficient Funds Fee		\$35.00	\$35.00	
Non-Resident Purchase the Rights of a Deed Holder		\$3,800.00		

5. All Cabana and Pavilion rental rates are per session. There are two sessions per day and will vary based on park hours. Crosswater Park Pavilion, Twenty Mile Village Pavilion, and Cypress Trails Pavilion follow the Cabana session schedule during season. In off season there are three sessions per day.

Park Hours	Session A	Session B	Session C
10:00am – 6:00pm	10:00am – 1:30pm	2:00pm – 5:30pm	6:00pm – 10pm
10:00am – 8:00pm	10:00am – 2:30pm	3:00pm – 7:30pm	
11:00am – 6:00pm	11:00am – 2:00pm	2:30pm – 5:30pm	6:00pm – 10pm
Greenleaf and Twenty Mile Post	Session A	Session B	
November-February	9:00am – 2:00pm	2:30pm – 7:30pm	
March-October	9:00am – 2:00pm	3:00pm – 8:00pm	

6. Holiday Fees – Each company/person desiring to rent the Nocatee Room or Seabreeze Conference Room on Holidays (designated as Christmas Eve, Christmas Day, Thanksgiving, Independence Day, Memorial Day, Labor Day, Easter, New Year’s Eve and New Year’s Day) must pay an “On-Call” fee of \$400.00 for Nocatee Room or Seabreeze Conference Room to ensure the availability of District staff in case of an emergency. Availability for Holiday rentals remains subject to the availability of District staff to provide access to the facility and adequate service.
7. The Kids Birthday Cabana Rental Special is subject to the following conditions:
  - a. Can only be reserved for a birthday party for a child under the age of 18.
  - b. The child must be a current Resident Card Holder.
  - c. The rental must be within two weeks before the birthday or two weeks after the birthday.
  - d. Can only be used in conjunction with the terms above.
  - e. Not available on Holiday weekends unless approved by the District.
8. Reoccurring Rentals – each company/person/activity/Household can rent the Nocatee Room banquet facilities and Seabreeze Room a maximum of six times per year, but only twice each year on weekends.
9. Crosswater Hall shall close at midnight, except for New Year’s Eve. All parties and events, including clean-up, must conclude by midnight.
10. The designated rental time period is inclusive of set up and clean-up time.
11. Clean up fee of \$300.00 is required with every rental of the Nocatee Room and The Green. Renter will be required to have all of their belongings out of the rented space by the end of their paid rental time.
12. Renter is responsible for the actual cost of all damage to District property, even if it exceeds the amount of the security deposit.
13. If the renter wishes to cancel their event, the cancellation must be communicated to the District Community Manager, in writing. The partial rental fee due at time of booking is non-refundable, except in the case where the District is able to rent the room on the event date to another party at the same or greater rate. If the room is rented at a lesser rate, the rental fee will be refunded on a pro-rate basis of the new rental fee compared to the Renter’s fee. The Security

Deposit shall be refunded in full. If the event is cancelled less than 90 days from the Event, the Renter shall forfeit 100% of the Rental fee. The Security Deposit shall be refunded in full. In the event that the Renters are active military and are called to deploy, proof of active military status is required. In addition, a letter on Military letterhead from the Commanding Officer must be submitted in order to receive full refund. Letter must state that deployment will occur during the event date. All exceptions are considered on an individual bases and at the discretion of the District.

14. The volume of live or recorded music must not violate applicable County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
15. Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the Community Manager. Proof of liability insurance acceptable to the Community Manager in consultation with the District Counsel shall also be required.
16. The District retains the right to reserve and use any District facility for District related or District sponsored meetings, events or activities at any time.
17. Homeowners Associations, Property Owners Associations or Condominium Owners Associations (the "Association") established for property or units within the District and established pursuant to Florida law may rent the Nocatee Room or the Seabreeze Conference Room subject to the following terms:
  - a. \$50 rental fee for two hours. \$25 each additional hour.
  - b. \$100 deposit, which will be returned if the room is clean and there is no damage. If that amount is insufficient to cover actual damage, the Association is responsible for the full amount of damage.
  - c. Each Association may rent the Nocatee Room or Seabreeze Conference Room no more than twice per calendar year at these rates. Thereafter, normal rates apply per the rate schedule.
  - d. Each Association may reserve a smaller meeting space, excluding the Nocatee Room and Seabreeze Room, of the District's choice, for their Board Meeting, limited one reservation per month, at no cost, subject to space availability. Reservation for smaller meeting space cannot be made more than 30 days in advance.
  - e. Reservations can be made no more than 90 days in advance.
  - f. Homeowners Associations receive a free rental of any pavilion, twice per calendar year.
18. NO ALCOHOLIC BEVERAGES are permitted anywhere at the Amenity Complex, except as permitted in the Nocatee Room with District approval and adequate liability insurance on file with the District, or purchased directly from the District.
- 19. SERVING ALCOHOL WITHOUT ADEQUATE INSURANCE ON FILE WITH THE DISTRICT WILL RESULT IN IMMEDIATE SHUT DOWN OF THE EVENT AND FORFEITURE OF THE DEPOSIT.**

**20. Businesses may Sponsor District events as follows:**

Farmers Market	Primary Sponsor- \$750. Row Sponsor- \$425.
Food Truck Events	Primary Sponsor- \$450. Row Sponsor- \$250.
Nocatee-A-Glow	Gold Sponsor- \$4,000. Silver Activity Sponsor- \$2,000. Bronze Sponsor- \$600. Craft Booth Vendor- \$50. Food Truck- \$25 per night.
Standard Events	Primary Sponsor- \$300. Activity Sponsor \$100.
Holiday Waterpark Days	Primary Sponsor- \$600.

**PROMOTIONAL RATES:**

The Amenity Complex operates in an environment that requires the ability to timely respond to changes in weather, the economy, the costs of its services and facilities, customer demand, and other factors affecting use of the Amenity Complex. To best serve its residents, the District may, in accordance with its rules, at times offer short term, promotion rates and services associated with the use of the Amenity Complex. These services are temporary or seasonal in nature and are subject to change.

**SUSPENSION AND TERMINATION OF PRIVILEGES**

1. Resident Cards and Guest Pass Credits are the property of the District and are non-transferable except in accordance with the District’s rules, policies, and regulations. Resident Cards are issued at the time of application.
2. Privileges at District Amenities can be subject to suspension or termination by the Board of Supervisors if a Card Holder:
  - a. Submits false information on the application for a Resident Card or Visitor Pass holders;
  - b. Permits unauthorized use of, or sells or attempts to sell a Resident Card, Visitor Pass, or Guest Pass Credits;
  - c. Exhibits unsatisfactory behavior, deportment or appearance;
  - d. Fails to abide by the rules, regulations and policies established for the use of facilities;
  - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner;
  - f. Engages in behavior that is inappropriate with other Residents or Guests.
  - g. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District or its staff; or
  - h. Damages or destroys District property.
3. District staff may remove a Resident or guest from one or all areas of the Amenity Complex, if any of the above mentioned items are violated.
4. District staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any Resident Card Holders privileges to use any or all of the District

facilities in the Amenity Complex for a period not to exceed 30 days.

5. All lost or stolen Resident Cards or false use of Guest Pass Credits should be reported immediately to 924-6850. There will be a \$15.00 fee for replacement of Resident Cards. Guest Pass Credits falsely used will not be replaced.

### **AMENDMENT OF POLICIES**

These policies may be modified at any time, upon the approval of the Board of Supervisors of the District. Immediately following approval of the Board, the modified policies shall be posted in the Amenity Complex.

### **RESPONSIBILITY FOR LOSS OR DAMAGE TO PERSON OR PROPERTY; INDEMNIFICATION; LIMITATION OF LIABILITY**

No person shall remove from the room in which it is placed or from the Amenity Complex any property or furniture belonging to the District or its contractors without proper authorization. Each Resident shall be liable for any property damage at the Amenity Complex, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by him or her, his or her guests or 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.

Each Resident and each guest as a condition of invitation to the premises of the Amenity Complex assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Complex, whether in lockers or elsewhere.

Each Resident Card Holder, by virtue of his or her use of the District's facilities, agrees to defend, indemnify and hold harmless the District and its respective officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the facility by such person, his or her children and his or her guests. Should any person bound by these District Policies bring suit against the District or its affiliates, Amenity Complex operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any facility owned, or event operated, organized, arranged or sponsored, by the District, and fail to obtain judgment therein against the District or its Amenity Complex 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).

Nothing contained in these policies shall constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, F.S., or other statutes.

## **Tolomato Community Development District Addendum to the Amenity Complex Policies**

### **GENERAL PROVISIONS**

1. **ALL PERSONS USE AND ENJOY THE ZIPLINE ATTRACTION AT THEIR OWN RISK.**
2. All users must have their Resident Card with them while checking in at the Nocatee ZipLine.
3. Guests may use the ZipLine provided they meet the criteria, provide a valid release and have properly checked in with the Resident using a Guest pass credit.
4. Members of the Board of Supervisors and District staff shall have full authority to enforce these rules and regulations.
5. The District, or its staff, is not responsible for any lost, stolen, or damaged items.
6. **NO ALCOHOLIC BEVERAGES** are permitted anywhere at the Amenity Complex, except as permitted and approved by the District.
7. **NO CHEWING GUM** is permitted in the Amenity Complex including the ZipLine attraction.
8. **NO SMOKING, ILLEGAL SUBSTANCES OR TOBACCO PRODUCTS** are permitted at the Amenity Complex.
9. No aggressive behavior.
10. Courtesy toward Nocatee staff and other Amenity Complex users is expected at all times.
11. Dropping items from the attraction or tower is prohibited.
12. Residents are responsible for actions of their guests, and such actions may result in loss of amenity privileges by the Resident.
13. All ZipLine riders must sign the waiver prior to riding the ZipLine. Minors (children under 18 years of age) must have their parent or legal guardian present to sign the Nocatee ZipLine Participation Agreement on their behalf.
14. Failure to follow the District's polices, rules or staff's directions may result in loss of amenity privileges by the Resident.

### **ADMISSION POLICIES**

1. Reservations will open each morning the ZipLine attraction will be open. Reservations will be taken in person only and are on a first come, first serve basis.
2. Each reservation time slot allows one ride during the reservation hour. Residents may ride multiple times per day on a walkup basis if time slots are not reserved. Walkup riders will be accommodated on a first come first serve basis. Walkup riders are not guaranteed a time slot. Only one reservation can be held per rider until the ride is completed.
3. The number of time slots is based on the amount of time needed to safely secure and reset the system for each rider.
4. Signed Nocatee ZipLine Participation Agreement Forms are required for all riders and will be valid for the current calendar year.
5. The District may require a reservation system. Residents will be booked in time slots to provide adequate service and safety.

## GENERAL ZIPLINE POLICIES

1. Riding is permitted only during designated times, as posted at the Waterpark Desk and determined by staff.
2. Nocatee staff may monitor usage levels at the ZipLine and adjust the hours of operation or number of pool attractions available in order to ensure the facilities serve the community in the most efficient and effective manner.
3. The Nocatee staff reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc.
4. Any person using any attraction when that attraction is closed may be suspended from the Amenity Complex or any part thereof and may be subject to trespassing violations.
5. Usage of the ZipLine is restricted to Residents and their guests over 42 inches tall but not to exceed 74 inches tall and 200 pounds or less.
6. All riders must have submitted a signed Nocatee ZipLine Participation Agreement form to the staff prior to being allowed to ride the ZipLine. All persons under 18 years of age must have a Nocatee ZipLine Participation Agreement signed by their parent or legal guardian in the presence of Nocatee staff prior to riding the ZipLine. Changes are the responsibility of the Resident or the parent/guardian for a minor.
7. Completed Nocatee ZipLine Participation Agreement forms will be valid indefinitely and will be filed with the District Office.
8. Residents who are under 14 years of age may use the ZipLine when accompanied by an adult Resident Card Holder.
9. All Resident Card Holders and guests must register by signing-in immediately upon entering the Waterpark.
10. All users of the ZipLine are expected to conduct themselves in a responsible, courteous and safe manner in compliance with these Amenity Complex policies.
11. Appropriate clothing is required at all times for the ZipLine.
10. All ZipLine riders are required to wear athletic footwear which covers the entire foot.
11. No food or beverages are permitted on the ZipLine or Tower.
12. For the safety of the rider and staff, personal music equipment such as iPods/MP3 players are not permitted on the ZipLine.
13. Loud, profane or abusive language is prohibited.
14. Disorderly conduct and horseplay are prohibited.
15. Disregard for any District policy may result in expulsion from the Amenity Complex and/or loss of ZipLine privileges.

## WEATHER POLICY

**Rain:** The ZipLine may close during rain and will reopen at the discretion of the supervisor or the Manager on duty.

**Thunder and Lightning:** The ZipLine will close immediately in the case of thunder and lightning and will reopen at the discretion of the supervisor or the Manager on duty.

The District is not responsible for closures due to weather conditions. The staff will attempt to reschedule any reservations that are cancelled due to weather conditions on the next available reservation time slot during the same day.

**ACKNOWLEDGMENT**

I hereby acknowledge the receipt of the Tolomato Community Development District Amenity Complex Policies dated April 27, 2021, as may be subsequently amended, and agree to abide by the terms and conditions contained therein and such future terms and conditions as may be approved by the Tolomato Community Development District Board of Supervisors. I consent to the use by the District of any pictures (video and print) for commercial purposes, or otherwise, in connection with any event or activity, without restriction as to frequency, duration, or medium.

**Print Name:** \_\_\_\_\_

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

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_