

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AQUABELLA CLUB

**CLUB SCHEDULE OF HOURS OF OPERATION
RENTAL POLICIES, PROCEDURES AND REGULATIONS**

HOURS OF OPERATION

| CLUB FACILITY | HOURS |
|-------------------------------------|---|
| CLUB HOUSE | Monday - Friday: 8:00 am to 8:00 pm* Saturday - Sunday 10:00 am to 8:00 pm* |
| FITNESS CENTER/EXERCISE ROOM | Monday - Friday: 5:00 am to 11:00 pm * Saturday - Sunday: 5:00 am to 11:00 pm* |
| POOL | Monday - Friday: 10:00 am to 8:00 pm* Saturday – Sunday: 10:00 am to 8:00 pm* |
| | *Hours subject to change by District Manager |

FACILITY RENTAL TERMS AND CONDITIONS

DEPOSIT REQUIREMENT: A deposit is required in advance for all rentals of the Club Facilities. The deposit shall be paid by the Renter in the form of money order along with copy of the renter's driver's license. In the event that the renter does not cancel the reservation within thirty (30) days prior to the event (or such other date reasonably determined by the District Manager for reservations made within fifteen (15) days of the event), the Club will retain the full amount of the deposit as liquidated damages. However, the District Manager, in his or her sole discretion and without any obligation, may refund the deposit in the case of an emergency provided that the renter cancels the reservation within ten (10) days prior to the event. If the Club Facility after the event and the inspection by the District Manager (or its representative attendant) is in good order (e.g., there is no damage to walls, area, or equipment, the Club Facility is clean (including the removal and proper disposal of all party balloons, strings, trash, etc.), and the Club Facility is restored to the condition existing prior to the function), then the full amount of the Deposit shall be refunded. If any damage is found, or if janitorial services or staff time are required to clean or restore the Club Facility, then the District Manager will apply the deposit to pay all costs of repairs and the expense of janitorial services and staff time in full, with any remaining deposit refunded (provided that if the deposit is not sufficient to pay such costs and expenses in full, renter shall remain liable to pay the District the balance of such costs and expenses).

FITNESS CENTER/EXERCISE ROOM-

May NOT be rented for private functions.

ADDITIONAL REGULATIONS:

- 1. Limited Time to Rent:** Reservations can be made no more than ninety (90) days in advance.
- 2. Rental Fees include:** Fees are just for the area being rented, they do not include chairs, tables, or set-up fees, which must be provided by the Renter.
- 3. Inspections:** Inspections are performed within 24-Hours after the end of your event. It is not required to call District and ask for status of inspection.
- 4. Deposits:** If a deposit is made by money order, the District Manager may cash such money order before the event or hold such money order pending the event. If the District Manager holds the deposit money order, and no costs and expenses are chargeable against the deposit, then the money order will be voided and will be returned to the renter via mail. If the District Manager holds the deposit money order and costs and expenses are chargeable against the deposit, the District Manager may cash the deposit and refund any amount due renter by the District check via mail.
- 5. Janitorial:** Renter is responsible for full clean up of area rented, this includes the removal and proper disposal of all decorations, balloons and trash, and the cleaning of floors, kitchen area, District barbeque grills, etc. If the District Manager determines that additional janitorial services are required beyond that which is

covered by the Cleaning Fee in order to put the Club Facility back to the same condition prior to the event, the costs of such additional janitorial services will be charged to the renter.

6. **Time Slots:** Rental of any area must fit within one of the time frames (“Rental Times”) provided by the Club. Only one (1) event will be reserved per day.

RULES OF USE FOR THE CLUB CLUBHOUSE AREAS RENTALS

I. GENERAL RULES.

A. The Club Facility rental areas are available to the public upon application and acceptance by the District Manager. For official meetings and official functions of the District and its Board of Supervisors, and the AquaBella Homeowners Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area.

B. A Club Area may be reserved only by an applicant who is a Member or Annual Member in good standing (the “Renter”). Reservations must be requested at least fourteen (14) days prior to event, but no more than ninety (90) days in advance through the District Manager. Reservation requests shall be accepted on a first-come, first-served basis. Requests shall be noted and filed by the District Manager and marked on a calendar maintained by the District Manager. Reservation requests and applications are not accepted unless accompanied by payment of all required fees and deposits and receipt of a fully executed application form.

C. Written notice of cancellation must be received no later than thirty (30) days prior to the event date and time. Cancellations received less than thirty (30) days prior to the event date and time will result in the forfeiture of the non-refundable rental fee.

D. Club Areas may not be used for any profit-making activities. No advertising will be permitted, and no charge or admittance fee will be allowed nor is it to be charged by the applicant for the event.

E. The Renter agrees to be personally in attendance during the reserved hours. Only the approved Renter reserving the Club Area may gain access to the Club Area, no more than one (1) hour before the event. Approved Renters may gain access to the Club Area by using their form of Acknowledgment of Membership. Any change in plans, caterer, deliveries or number of guests must be communicated to and cleared with the District Manager prior to the date of the event. Renter agrees to pay all key, swipe-key system and lock replacement costs resulting from misuse, loss or damage to the swipe-key system, lock, or doors.

F. Renter agrees to assume full financial responsibility for any loss or damage to the Club Area, the furniture, furnishings and equipment, and adjacent premises, including the parking lot, as a result of the Club Area use and for the proper conduct of guests or other persons employed or otherwise engaged by Renter while they are on the Club premises,

whether inside or outside of the building or Club Area. Such damage amounts shall not be limited to the amount of the any security deposit received.

G. Prior to the use of the Club Area by the Renter, the District Manager shall inspect the Area with a prepared checklist. The same checklist will be used to re-inspect the Area after the event. If the Club Area is in its original condition and there are no other charges or rules' violations, the security deposit shall be refunded. If the Club Area is not in its original condition or there are other charges, damages or loss sustained, those costs and charges will be deducted from the security deposit. If there are covenants or rules' violations, the security deposit will be withheld until after a rules' violation hearing has been held and a decision rendered as to whether charges will be assessed. Any difference over the original deposit will be charged to the Renter and shall be payable on demand.

H. Furniture and furnishings may be removed from the Club Area and, at the conclusion of the event, all furniture and furnishings must be returned to the same position and in their original condition as prior to the event.

I. All events shall be confined to the Club Area reserved. However, use of nearby restroom facilities is permitted. Renters must advise their guests of Club Rules and Regulations, the guest parking areas available, and that spaces are on a first-come, first-served basis. All guests must go directly to the Club Area where the event is being held. No loitering or disturbing noises in the common areas shall be permitted. In no instance may parties or gatherings extend to halls or any other Club Areas within or outside of the building. These other common area facilities adjacent to the Club Area may be used by other Club users while a Renter's function is in progress in the Club Area.

J. The number of persons in attendance in the Club Area is limited by the posted number, according to the Miami-Dade County, State, municipal and other applicable Fire Codes.

K. Parties or events for minors under the age of eighteen (18) years are required to be continuously chaperoned by the Renter hosting the event. Two (2) adult chaperones are required for every ten (10) minors in attendance. Renter and chaperone(s) must be present throughout the entire event.

L. Smoking is prohibited in the Club Areas, restrooms, or the Clubhouse. Use and/or availability of alcoholic beverages will be in accordance with the Florida State and County Alcoholic Beverage Control laws (e.g., no alcohol for persons under twenty-one (21), etc.).

M. Use of the Club Areas and all facilities by Renter and all guests must be at all times in compliance with Federal, State and local laws, statutes and ordinances as well as all Club Rules, including these Rules. Renters shall not permit the use of the Club Areas or other Club property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other Club users. Renter will maintain volume of music and noise at a level sufficiently reduced so as not to disturb other Club users. Playing of loud amplified music is not permitted. Speakers must be placed on tables or elevated stands away from walls to reduce transmission of sound

and/or vibrations to adjacent parts of the building. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. The Club Area's doors and windows must remain closed during any event or function.

N. Renter agrees that any decorations or the decorating of the Club Area must be done in a manner so as not to cause any damage to any area of the Clubhouse. Decorations must not be attached to or hung from any sprinklers, ceilings, lights or wallpaper and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage are not permitted to be used to attach decoration or other items to the walls, doors, door trim, windows, furniture or any other surfaces in the Club Area.

O. Renter agrees to remove and properly dispose of all personal property immediately after the event, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Club Area and adjacent premises in good conditions similar to that of the original condition of the Club Area and adjacent premises prior to the function. Nothing should be left in the refrigerator and the garbage disposal must be empty. The Club Area must be cleaned and restored to its pre-event condition by the Applicant one (1) hour after the event. Arrangements must be made with the District Manager concerning delivery and removal of any rented tables, chairs, or catering items if unable to be picked up by the rental company immediately following the function or if after 11:00 P.M. must be removed by 10:00 A.M. the following day. Deliveries and removal of food, tables, musical equipment, or caterers providing service, will be permitted during certain hours from 9:00 A.M. through 8:00 P.M. on weekdays. Renter must be present to deal and meet with the rental or service companies for delivery or pick up.

P. The District and its agents and the District Manager will not be responsible for the loss or damage of any personal effects, dishes, equipment, decorations or food. Any personal property or items left unattended after the event will be considered abandoned and will be removed for disposal.

Q. All music and noise making activities must stop by the prescribed hour. The Club Area must be returned to their original condition, vacated of people, lights out (except for one which should be left on), window shades placed in the up position, the room secured, and the door locked by the prescribed closing hours. Adjacent restrooms should be left in the same condition as they were in prior to the event with lights out.

R. The District and District Manager each reserve the right, at any time prior to or during the function to immediately revoke the approval granted herein and immediately suspend the right of use of the Club Area by the Renter and his or her guests and require Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the rent agreement or if there is any violation of the Association's declaration or rules or damage to property or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension and vacation of the premises will also result in no refund of the use fee. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the District or District Manager. If the Renter fails to abate noise, excessively loud music or any other disturbing

activities when requested to do so, the District and District Manager are each authorized and directed to immediately revoke the approval, suspend the right of use and vacate the Club Area and/or to call the local police. A partial refund is in the District Manager's discretion if use is suspended for reasons other than rules' violations or damages. The full security deposit and use fee may be refunded if the Club Area use is suspended, in the absence of rules' violations or damages, prior to the start of the function or if the application is not approved, except as otherwise provided herein.

S. The District Manager and the District shall have free access to the Club Area and adjacent facilities at all times.

T. All trash and garbage should be properly bagged and sealed and deposited in the outside trash dumpster. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture or other surfaces. A charge of \$20.00 per hour/per worker will be assessed to cover additional cleanup if the District or District Manager deems it necessary.

U. No candles or other open flame items are permitted. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the event.

V. Violation of any provision of the Club Rules and Regulations, including this Club Schedule, constitute grounds for District Manager to prohibit a Renter from using the Club Area for a period of one (1) year and suspension of the use of other services and Club facilities for up to one (1) year for rules violation.

W. Renter assumes sole and total responsibility for any property damage, injury or accident to any person arising out of the Club Area use. Renter further agrees on behalf of itself and its guests and invitees to indemnify, reimburse and hold the District and District Manager harmless for any and all violations of any and all Federal, State or local laws, statutes or ordinances, and to indemnify, reimburse and hold the District and District Manager harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorneys' fees, arising out of or related to Applicant's and his or her guests' or invitees' use of the Club Area.

X. No pets, except as provided by Federal or State law, are allowed in the Club Area.

Y. Any Club Area that is rented must be cleaned. If the Club Area is not found as it was given to you, a portion of Renter's deposit will be kept. Renter must broom, vacuum, and mop the grand room if it is used. The counter tops and tables need to be wiped down. All trash must be taken with you and not left in the room. The District does not provide any trash bags for the party. The District will provide Renter with the broom, mop, and vacuum. All other cleaning supplies must be brought by the renter.

Z. The Club Area will be available for use only between the hours of 8:00 A.M. - 11:59 P.M. Under no circumstances will time be extended past 11:59 PM.

AA. The District Manager may waive or amend any of the above requirements in its reasonable discretion, provided such waivers must be in writing and signed by the District Manager and the renter.

BB. The form of Facility Rental Agreement, Clubhouse Areas Inspection Form and Acknowledgment of Membership Control Information Sheet attached below are approved for use by the District Manager.

FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE DISTRICT
MANAGER'S OFFICES FROM MONDAY-FRIDAY 8:00 AM -12:00 PM
YOU MUST HAVE AN APPOINTMENT IN ORDER TO RESERVE A DATE

AQUABELLA CLUB
Club Facility Rental Agreement
Two Lakes Development District

This Agreement is by and between **Two Lakes Community Development District** (the “**District**”) and a **Renter** who is further defined as a: *(check one) AquaBella Club Club Member or Annual Member _____ or General Public User _____*. This Agreement is for the rental of a portion of the “**AquaBella Club**” facility, to be used for a private function (the “**Club Facility**”), and shall be subject to the terms and conditions set forth in the “*AquaBella Club Club Rules and Regulations*”(referred to in this Agreement as the “**Club Rules and Regulations**”), which document is attached hereto and made a part hereof and the “*AquaBella Club Club Schedule Of Dues, Fees And Charges, Areas & Fees For Rental*, and the “*Aquabella Schedule of Hours of Operation, Rental Policies, Procedures And Regulations*” (collectively referred to in this Agreement as the “**Club Schedule**”), which documents are attached hereto and made a part hereof. To the extent of any conflict between the terms of this Agreement and the terms of the Rules and Regulations and Club Schedule, the terms of the Rules and Regulations shall prevail over the terms of the Club Schedule and this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Renter: (print clearly) _____

Phone: Home _____ Work: _____ Cell: _____

Fax: _____

Renter’s Address: _____

Date of Function: _____ Time From _____ To _____

1. **Club Facility** (s) being requested:

A) Multi-purpose Room _____

(Note: use of fitness center is prohibited)

2. **Purpose** of rental: _____

Number of people expected to attend this function: _____

Renter will:

Serve Food: Yes _____ No _____

(Note: The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes _____ No _____

Provide Music: Yes _____ No _____

If "Yes" state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of the District Manager. Reservations will be granted on a first come, first served basis.

Time Slots for Reservations (Four (4) Hours each):

Multi-purpose Room time slots:

Sunday – Thursday

Friday - Saturday

8:00 AM – 2:00 PM _____

8:00 AM – 2:00 PM _____

3:00 PM - 11:00 PM _____

3:00 PM - 11:00 PM _____

Other: _____

3. Fee Schedule & Usage: See Attached Rental Schedule

4. Reservations, Applications, Payment of Fees:

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The District Manager may not accept an application or confirm reserved space without receipt of one hundred percent (100%) of the Deposit and Rental Fee. Rental Fees and Deposits must be received at least fourteen (14) days in advance of the function to allow time for bank clearance of the checks. Shorter time frames will require cashier's checks, certified checks or money orders. Payments are made to: "Two Lakes Development District."

5. Deposit Refund, Inspection:

If the Club Facility being rented and other Club Areas are left in acceptable condition after the event, no damage or loss has occurred, and there have been no infractions of the Rental Schedule as deemed by the District Manager's inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the District Office within thirty (30) days after receipt of the signed "Cleaning & Usage Checklist" inspection form. The Renter is entitled to be present during that inspection. If the Renter is not present during the inspection, the District Manager will mail a copy of the final inspection, based upon the "Cleaning & Usage Checklist," to the Renter.

The Renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the District Manager completes its portion of the "Cleaning & Usage Checklist" inspection form and the facility(s) keys are returned.

The Renter is also responsible for cleaning that portion of the Club Facility and other impacted Club Areas used after use, unless payment and arrangements have been made with the District Manager for cleaning by the District's cleaning contractor. In such event, the Renter is still responsible for removing all event debris and trash from the premises and its proper disposal immediately following the function. Cleaning is to be in accordance with the "Cleaning & Usage Checklist." Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the conclusion of the function.

6. **Additional Renter Responsibilities:**

- a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.

At the discretion of the District Manager, Renters may be required to pay a reasonable hourly fee for a District Manager appointed "*facility monitor*" **or** "*police/traffic control monitor*" during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the District Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility's rental.

- b) Under no circumstances may Renter or guests mark the walls, ceilings and furnishings in any way, to include decorations, signs, tape, tacks, etc.
- c) All guest cars must be properly parked in the parking lot area only and the parking and driveway area must be clean of any party-related debris after the function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be back charged to the Renter.
- d) Renters and/or guests are absolutely NOT allowed to use other Club areas not provided for in the Rental Agreement.
- e) Closing time for private functions is **11:59 PM, if extended.** cleaning must be completed before check-out time at 10:00 a.m. the morning after the function, or by other arrangements made with the District Manager. **Short term Rentals (four (4) hours) shall be cleaned within the rental period, unless a cleaning service is scheduled.**

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the Renter to appear before the District Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board of Supervisors, abused the terms of this Agreement, the Rules and Regulations or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board of Supervisors for its decision. If there is property damage in excess of the Deposit, the Board of Supervisors reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Club Facilities, Club Property and Association Common Areas which may occur as a result of this function and rental.

This AGREEMENT entered into on (date) _____

Photo ID is required, one or two forms of ID may be required by the District Manager:

Signature of RENTER: _____

If a corporation, print name of above signature _____ Title: _____

Name of District Manager _____

Signature _____

Copy of Renter's Photo ID attached: _____ Copies of 2 separate checks attached: _____

AquaBella Club Clubhouse Areas Inspection Form

| | Pre-Event Inspection | Post-Event Inspection |
|------------------------------------|----------------------|-----------------------|
| 1. Exterior Doors | _____ | _____ |
| 2. Women's Bathroom | _____ | _____ |
| 3. Men's Bathroom | _____ | _____ |
| 4. Kitchen | _____ | _____ |
| Floor | _____ | _____ |
| Counter Top/Sink | _____ | _____ |
| Cabinet's | _____ | _____ |
| Appliances | _____ | _____ |
| 5. Carpeting | _____ | _____ |
| 6. Furniture Sofa | _____ | _____ |
| 7. Furniture Loveseat | _____ | _____ |
| 8. Coffee/End tables | _____ | _____ |
| 9. Chairs and tables | _____ | _____ |
| 10. Interior Decor | _____ | _____ |
| 11. Walls | _____ | _____ |
| 12. Windows | _____ | _____ |
| 13. Interior Doors | _____ | _____ |
| 14. Interior window shades | _____ | _____ |
| 15. Exterior (rails, plants, etc.) | _____ | _____ |
| 16. Pool tables | _____ | _____ |
| 17. Pool chairs | _____ | _____ |
| 18. Height back pool chairs | _____ | _____ |
| 19. Playground/tot Lot | _____ | _____ |
| 20. A/C Temperature | _____ | _____ |
| 21. Others | _____ | _____ |

Comments:

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent
Two Lakes Community Development District

Post-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Post-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent:
Two Lakes Community Development District

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
AQUABELLA CLUB**

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| ACKNOWLEDGMENT OF MEMBERSHIP (“AOM”) CONTROL INFORMATION SHEET |
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| | | |
|--|-----------------------|-----------------------------|
| Applicant(s): | AOM # 1 | AOM # 2 |
| Property Address: | AOM # 3 | AOM # 4 |
| Home Phone # | Work Phone # | |
| Cellular Phone # | Email Address, if any | |
| Mailing Address (if different) | | |
| City | State | Zip Code |
| Immediate Family Members | | |
| Last | First | Age |
| | | Relationship |
| | | Day Phone #, if diff |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Name of Approved Lessee(s) (if Applicant is resident within the District): | | |
| Home Phone # | Work Phone # | |
| Cellular Phone # | Email Address, if any | |

I **authorize** my Lessee(s) to have a form of Acknowledgment of Membership(s) on my behalf.
 Yes ___ No ___
 N/A ___

Applicant Signature: _____ Date: _____

With the signing of this form I acknowledge that I have received the form of Acknowledgment of Membership(s) stated above and that if my form of Acknowledgment of Membership is lost I will contact the District Manager immediately to terminate the form of Acknowledgment of Membership from the system. In addition, if there is a change in Lessee, I will collect the form of Acknowledgment of Membership from the previous Lessee and inform management.

_____ Date: _____
Signature of Applicant

Print Name: _____