

**CHAPTER 4**  
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## 1. **DEFINITIONS**

### 1.1 **General Use**

Any use of any of the District maintained Recreation Facilities defined in **Section 1.8**.

### 1.2 **Special Event**

Any <sup>2</sup>**Event** held on District Property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of said Property. Examples of special events are available in **Section 8.3**.

### 1.3 **Organizer**

The individual, entity, organization, or company in charge of an event.

### 1.4 **Dock Master**

Individual(s) responsible to the District for maintenance of District Boating Facilities.

### 1.5 **District**

The Harmony Community Development District (or “**CDD**”).

### 1.6 **District Office**

The office of the District Manager located at 610 Sycamore Street, Suite 140, Celebration, FL 34747. Phone number: 407-566-1935. Email Address: [admin@harmonyccd.org](mailto:admin@harmonyccd.org).

### 1.7 **District Manager**

The person or entity employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

### 1.8 **District Recreation Facilities**

The Parks and Recreation Facilities maintained by the District, which include but are not limited to those defined in **Sections 1.9, 1.10, and 1.11**, as set forth on the **Appendix 3** maps (also available on the District website at: [HarmonyCDD.org/Other-Index/Maps](http://HarmonyCDD.org/Other-Index/Maps)).

### 1.9 **District Swimming Pool Facilities**

The District maintained Swimming Facilities, as set forth on the **Appendix 3** maps (which are available on the District website at [HarmonyCDD.org/Other-Index/Maps](http://HarmonyCDD.org/Other-Index/Maps)), and as may be updated from time to time.

### 1.10 **District Buck Lake Dock and Boat Facilities**

The Dock and Boat Recreational Facilities maintained by the District on the shore of Buck Lake and set forth in the **Appendix 3** maps.

### 1.11 **District Park and Playground Facilities**

The Soccer, Basketball, and Volleyball Facilities located on the Park and Playground Areas maintained by the District and set forth on the **Appendix 3** maps.

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<sup>2</sup>The terms “**Special Event**” and “**Event**” are used interchangeably throughout this document to refer to such **Special Events** as defined in **Section 1.2**.

**1.12 District Resident** includes:

- (1) A Property Owner who currently resides in his or her home within the boundary of the District;
- (2) A Property Owner who has elected to declare residency outside the boundaries of the District, but who also owns a home within the boundaries of the District and does not rent out said home to others, either on a long-term or a short-term basis;
- (3) A Renter occupying a residence inside the boundaries of the District; and
- (4) The Children of District Residents.

**1.13 Family** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

**1.14 Guest** – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the District Facilities.

**1.15 Non-Resident Owner** – shall mean a property owner who has elected not to occupy his or her home within the boundaries of the District, but who rents out his or her home to other occupants.

**1.16 Lease Agreement** – shall mean a written contract granting use or occupation of property during a specified period in exchange for a specified rent.

**1.17 Child Guardian** – shall mean a person who is not a resident of the District, who is at least eighteen (18) years of age, and who has been designated as a Guardian for one or more District Resident children who are under the age of fourteen (14); as evidenced by an executed and notarized Guardianship Power of Attorney form.

## **2. USAGE RESTRICTIONS**

### **2.1 General Policies**

- 2.1.1** Parking is prohibited in any non-designated parking area.
- 2.1.2** Swimming is prohibited in all District-maintained ponds.
- 2.1.3** No watercraft of any kind is allowed in any of the District-maintained ponds.
- 2.1.4** Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted only during the hours denoted in **Section 2.1.6**.
- 2.1.5** It is requested that anyone wishing to access a pond either walk or ride a bicycle; and that anyone who does access a pond be respectful of adjacent resident homes.
- 2.1.6** General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.
- 2.1.7** Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of **Sections 2.2 and 2.3** and/or imposition of the usage penalties set forth in **Section 2.4**.

### **2.2 Violation and Reporting**

Unauthorized use of District Facilities will result in, as a minimum, a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.

### **2.3 Enforcement and Penalties**

Pursuant to Section 190.041, Florida Statutes, the board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these rules.

### **2.4 Suspension of Access Privileges**

Facility access privileges may be suspended and all photo ID Access Cards of an entire family deactivated for misuse/abuse of any District Facility, not following these Rules, and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.). At the discretion of the District Manager, photo ID Access Cards of the offending parties may be deactivated for up to 180 days, and all others within the family may be deactivated for up to 90 days.

### 3. PHOTO ID ACCESS CARDS

- 3.1** In order to use the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities, each user must follow the provisions of **Sections 4 and 5**, **and** must be in possession of a photo ID Access Card; which is obtained by completing a Harmony CDD Access Card Registration Form; which is available in **Appendix 4** and on the District website at: **HarmonyCDD.org/Access-Card-Registration-Form.pdf**.
- 3.1.1** Resident Owners in Harmony shall be entitled to one photo ID Access Card per resident at no charge so long as the resident is authorized pursuant to these rules to utilize the facilities.
- 3.1.2** Resident Renters shall pay \$10 per person for a photo ID Access Card, and \$10.00 for an Access Card renewal upon the start of each successive lease renewal period.
- 3.1.3** A Resident Renter on a month-to-month lease, after an initial six (6) month term, may receive a photo ID Access Card valid for 90 days for a single \$10.00 fee.
- 3.1.4** Replacement photo ID Access Cards (for an Owner or a Renter) are \$10.00 each.
- 3.1.5** Proof of Personal Identity, **plus** Proof of either home-Ownership or Renter-status within Harmony, must be provided in order to receive a photo ID Access Card.
- 3.1.5.1 Proof of Personal Identity**, for either an Owner or a Renter, shall require identification in a verifiable form such as, but not limited to, a Passport, a Driver License, or an Identification Card (military, state, et al) which contains both the full name of the individual and a full face photograph.
- 3.1.5.2 Proof of Ownership** within the District shall require at least one of the items below:
- (A) Purchase Closing Statement with name of Homeowner denoting proof of address within the boundaries of the District; or
  - (B) Tax Notice with name of Homeowner denoting proof of address within the boundaries of the District; or
  - (C) Other suitable proof of home-Ownership.
- 3.1.5.3 Proof of Renter-Status** within the District shall require
- (1) A signed memo (any format) from the property owner stating that owner's right to an access card for said rental property is relinquished to the Renter;
  - (2) A copy of the Renter Lease Agreement showing the name of the Renter denoting proof of address within the District;
  - (3) **And**, at least one of the items below:
    - (A) Current utility bill with name of Renter denoting proof of address within the boundaries of the District; or
    - (B) Current phone bill with name of Renter denoting proof of address within the boundaries of the District; or
    - (C) Other suitable proof of Renter-status.

- 3.2** The District Manager shall have the discretion to determine whether proof of Ownership or Renter-status has been met.
- 3.3** A person who is acting as Child Guardian for one or more Families at any given time may be issued one (1) Restricted (see conditions set forth in **Sections 3.3.2 thru 3.3.5**) photo ID Access Card upon payment of a non-refundable fee of \$10.00.
- 3.3.1** An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) for whom a Child Guardian will be responsible must be provided to the District before a photo ID Access Card can be issued.
- 3.3.2** A photo ID Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance, and shall be subject to the suspension provisions of **Section 2.4**.
- 3.3.3** A Child Guardian who is being issued a photo ID Access Card must be at least eighteen (18) years of age.
- 3.3.4** Child Guardians shall be permitted access to the District Buck Lake Dock and Boat Facilities and the District Swimming Pool Facilities only while accompanied by one or more of the children for whom they are acting as Guardian.
- 3.3.5** Child Guardians shall not be permitted, at any time, to bring Guests to the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities.
- 3.4** A person who neither resides nor owns property within the boundaries of the District, and is not otherwise a qualifying Member of the CDD, may purchase a membership in the District and secure a photo ID Access Card for use of all District Recreational Facilities – including Buck Lake, Swimming, Playground, Bike Trail, and Pond facilities – by making a per-year payment of \$1,000 for a family of four, and \$250.00 for each additional person; pursuant to District Rules, **Chapter 3, Section 4.1**, “Non-Resident Membership Fee” for use of District Recreation Facilities.

#### **4. USE OF SWIMMING POOL FACILITIES**

- 4.1** The District Swimming Pool Facilities must be maintained in a neat, clean, and sanitary condition at all times pursuant to Florida law. A pool user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District. A pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible; and, if a pool user is aware of such unusual incident or hazardous condition, said pool user agrees to refrain from use of the District Swimming Pool Facility. A pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.
- 4.2** Swimming is permitted only during pool hours of operation, as posted and seasonally adjusted.
- 4.3** The District Swimming Pool Facilities are open to Residents, as defined in **Section 1.12**, and others who have registered with the District and obtained a valid photo ID Access Card.
- 4.4** Children who are fifteen (15) years of age or younger must be under adult supervision to use the District Swimming Pool Facilities.
- 4.5** All users must use their personalized photo ID Access Cards upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the District Swimming Pool Facilities.
- 4.6** Any person utilizing a District Swimming Pool Facility in such a wonton, careless, or willful manner as could cause harm or distress either to the facility or other patrons is subject to the suspension penalty provisions of **Section 2.4**.
- 4.7** Any person utilizing a District Swimming Pool Facility when that Facility is closed is subject to deactivation of his or her photo ID Access Card (per **Section 2.4**), and/or a charge of Trespass (per **Section 2.2**).
- 4.8** No alcoholic beverages are permitted in or around the District Swimming Pool Facilities.
- 4.9** Smoking is not permitted at any time within the District Swimming Pool Facilities.
- 4.10** No glass bottles are permitted within the District Swimming Pool Facilities.
- 4.11** No animals are allowed in the District Swimming Pool Facilities; unless said animals are service animals as permitted by law.

## **5. USE OF BUCK LAKE DOCK AND BOAT FACILITIES**

### **5.1 Age Restrictions**

The Buck Lake Dock and Boat Facilities are open to children who are twelve (12) years of age or older with a valid photo ID Access Card. Children who are eleven (11) years of age or younger must be supervised by an adult.

### **5.2 User Responsibility**

All boating equipment must be maintained in a neat, clean, and sanitary condition at all times and the boat user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District.

### **5.3 Incident Reporting**

A boat user agrees to report any unusual incidents or hazardous conditions to a District Dock Master as soon as possible and to refrain from use until further notification by a District Dock Master. A boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

### **5.4 Final Authority**

A District Dock Master is the final authority on daily boat operations. Users must adhere to the judgment a Dock Master regarding lake access or whether the boat is adequately prepared for use.

### **5.5 Denial of Use**

In the event a Dock Master has doubts as to a potential user's capacity to operate a boat, said Dock Master must deny the potential user access to the boat in order to protect the health, safety, and welfare of the potential boat user.

### **5.6 Boat Usage Orientation**

Prior to boat usage, a potential boat user must undergo an orientation session with a Dock Master concerning the operation and use of all equipment relevant to the boat of interest.

### **5.7 Contracts for Execution Prior to Use of District Boats**

Prior to boat use, each potential user must acknowledge and agree to the Harmony CDD "Boat-Use Agreement", as attached hereto ([Appendix 7](#)) and incorporated by reference, with provisions thereof incorporated herein, and with each potential user of District Buck Lake Dock and Boat Facilities being subject to such provisions, and to District Rules.

### **5.8 Boat User Responsibilities**

**5.8.1** A boat user assumes full responsibility and liability for any and all damages that are incurred to a District boat while the boat is in the user's care and custody.

**5.8.2** A boat user who causes damage to a District boat and fails to pay an invoice for damages assessed per **Section 5.9.4** within thirty (30) days shall be denied future access to District boats until the damage assessment is paid; and may be subject to further legal recovery action if the issue remains unresolved for ninety (90) days.

**5.8.3** All boat users shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.



## 5.9 Boat Inspections

- 5.9.1 Prior to departure**, a Dock Master and potential boat user must inspect each boat for prior damage and fill out the Boat Inspection Sheet, which must be signed and dated. The inspection sheet will be logged, and becomes part of the Boat-Use Agreement. A copy of the composite Boat-Use Agreement and Boat Inspection Sheet may be accessed by logging into the user's account on the District's secure Boat Reservation System (via this website link: <https://www.HarmonyCDD.org/Boat-Reservation>).
- 5.9.2 Upon inspection**, if a potential boat user finds evidence of damage to a District boat, the user shall make known the damage to a Dock Master, who must report the information to the District Manager.
- 5.9.3 Upon discovery**, at any time, of damage to a boat by a boat user, the user must refrain from using the boat until further notification from the District Manager.
- 5.9.4 Upon return**, or as close to the end of boat usage as is reasonable, a Dock Master will:
- (A) Inspect a boat for damage; and
  - (B) Assess any damages to the boat; and
  - (C) Report the inspection findings to the District Manager.

Subsequently, the District Manager will, as necessary, invoice the boat user for the cost of any assessed damages.

## 5.10 Boating Laws

All persons must obey all federal, state, and local boating laws while using District boats.

## 5.11 Animals Prohibited

- 5.11.1** Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft.
- 5.11.2** Disabled individuals may, however, bring one service dog to the Park for assistance, provided that:
- (A) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; and
  - (B) The dog is kept under control on a leash at ALL times; and
  - (C) The dog is kept out of the water and away from the canoe-launching beach and other immediate shoreline areas.

## **6. USE OF SOCCER, VOLLEYBALL, AND BASKETBALL FACILITIES**

### **6.1 General Policies**

- 6.1.1** The Soccer, Volleyball, and Basketball Facilities (“SVB Facilities”) are generally available for open recreation during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities (see **Section 8** for Event scheduling policies). Use of the SVB Facilities is subject to Special Event fees and charges, as set forth in **Sections 9.7 and 9.8**.
- 6.1.2** Users must follow the procedure set forth in **Section 8.1** to reserve an SVB Facility for a “Special Event”, as that term is defined therein. Users wishing to reserve any of the SVB Facilities for an Event must provide a Security Deposit, as set forth in **Section 9.8**.
- 6.1.3** All participants shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.
- 6.1.4** Use of the SVB Facilities is permitted only during the hours of operation set forth in **Section 2.1.6**, which allows for seasonal adjustment.
- 6.1.5** Any person using an SVB Facility outside hours of operation may be suspended indefinitely from using all of the facilities, per provisions of **Section 2.4**.
- 6.1.6** No alcohol, tobacco, or glass containers are permitted on the premises of any SVB Facility shown on the **Appendix 3** maps during any scheduled Event.
- 6.1.7** Golf or other activities that may cause damage to the Soccer and/or Volleyball Facilities are prohibited.
- 6.1.8** Scaling, jumping, or climbing upon any SVB Facility equipment or structures is not permitted.
- 6.1.9** All users of the SVB Facilities must follow instructions given by District staff members. Violators are subject to ejection and suspension from the facilities, per provisions of **Section 2.4**.

### **6.2 Waiver of Liability, Indemnification**

Users of the SVB Facilities expressly undertake (as set forth in **Section 9.9**) to indemnify and hold harmless the District from all liability and/or injury, loss, or damages arising out of the use of any SVB Facility, whether it be caused by the negligence of the District, the District’s agents or employees, or otherwise.

### **6.3 Damages, Repairs, and Inspection**

Users of SVB Facilities agree to be responsible for all damages to buildings, grounds, fields, and equipment incident to their use of the SVB Facilities. Users shall make no temporary or permanent modifications to any SVB Facility without prior written consent of the District. The District or its designee may inspect the subject premises at any time, as set forth in **Section 9.3**.

#### **6.4 Participants and Attendees**

A user organizing activities on any SVB Facility among other users is responsible for ensuring that all participants and attendees at user's activity are aware of the rules established by the District for use of District SVB Facilities. The organizing user is responsible for any and all damages to buildings, grounds, fields, and equipment caused by participants and attendees. If the organizing user's activity on any SVB Facility is open to any non-residents of the District, then no person shall be denied the equal privileges and enjoyment of having free and open access to the user's event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.

#### **6.5 Abandoned Property**

Any property left on any SVB Facility shall, after a period of ten (10) days from the last day of the scheduled use, be deemed abandoned and shall become property of the District to be disposed of or utilized at the District's sole discretion.

## **7. USE OF DOG PARK FACILITIES**

### **7.1 Access to the Dog Parks**

Access to the Harmony Dog Parks is limited to Harmony Residents, their Guests, and annual Pass Holders.

### **7.2 User Responsibilities**

**7.2.1** For the safety of all persons and dogs, all users of the Harmony Dog Parks must exercise vigilance and strict adherence to the District Rules, as set forth herein.

**7.2.2** Violators may have their access to the District Dog Parks restricted, be charged with trespassing, or both.

**7.2.3** Users of the District Dog Parks do so at their own risk.

**7.2.4** Users must apply common sense rules when approaching or otherwise interacting with an unknown dog. Neither the Harmony CDD, the Harmony community at large, the Harmony Developer, nor any affiliated boards, employees, or consultants shall be liable for any injury nor any damage sustained while using the dog parks.

### **7.3 General Policies**

**7.3.1** No animals other than dogs are allowed in the Harmony Dog Parks. The off-leash areas of the dog parks are for the exclusive use of dogs, their handlers, and those accompanying them. No other use is permitted.

**7.3.2** Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be requested through the Special Event Application Process, as outlined in **Section 8** of these rules.

**7.3.3** Handlers must pick up any waste left by their dogs. For the convenience of dog owners and dog park users, pot stations and waste receptacles are available in the dog parks and throughout the Harmony community.

**7.3.4** Dogs must be on leashes while entering or exiting a dog park. Handlers must, at all times, have possession of the leashes on their dogs.

**7.3.5** Dogs must, at all times, be within view of their handler and under control of their handler.

**7.3.6** Handlers acting alone must be sixteen (16) years of age or older.

**7.3.7** The maximum number of dogs per handler is two (2).

**7.3.8** No unvaccinated dogs are permitted in an off-leash dog park area.

**7.3.9** No female dog in heat is allowed inside, or in close proximity to any dog entering or exiting, an off-leash dog park area.

**7.3.10** Dogs must be removed from a dog park at the first sign of aggression. No spiked collars are permitted.

- 7.3.11** Handlers are responsible for any injuries or property damage caused by the dog(s) under their control. Handlers must fill in all holes dug up by the dog(s) under their control.
- 7.3.12** Children younger than twelve (12) years of age must be supervised by an adult while within the confines of an off-leash dog park.
- 7.3.13** No smoking, alcoholic beverage, or glass container of any kind is permitted in an off-leash dog park area.
- 7.3.14** No food is permitted in an off-leash dog park area, except for training treats.
- 7.3.15** Hanging objects of any kind on the fences surrounding or any structure within a dog park is prohibited.

## **8. SPECIAL EVENT APPLICATION PROCESS**

### **8.1 Recreation Facility Reservations**

Use of District Facilities is scheduled on a “first-come, first-served basis.” Event Organizers must submit a Harmony CDD Parks and Recreation Facility Usage Application to the District Manager no later than fifteen (15) calendar days prior to the Event. Copies of the forms for individuals (refer to **Appendix 5**) and organizations (refer to **Appendix 6**) are available on the District website:

- Individual .... **[HarmonyCDD.org/Facility-Reservation-Form\\_Individual.pdf](http://HarmonyCDD.org/Facility-Reservation-Form_Individual.pdf)**;
- Corporate ..... **[HarmonyCDD.org/Facility-Reservation-Form\\_Corporate.pdf](http://HarmonyCDD.org/Facility-Reservation-Form_Corporate.pdf)**.

In case of a date conflict, the Event Organizer will be notified by the District Manager after the Facility Usage Application has been received and reviewed.

### **8.2 Event Approval or Denial**

After review of the application, the District Manager may approve or deny the application. The District Manager will inform the Event Organizer within five (5) calendar days after receipt of the application as to the approval or denial of the Event.

### **8.3 Event Examples**

The following list of Special Events does not identify every possible Special Event, but should provide a guideline as to the types of Special Events that may be held on District property. Questions should be directed to the District Manager.

#### ***Typical Events:***

- |   |                                |
|---|--------------------------------|
| ▪ Birthday Parties                          | ▪ Dog Shows or other pet shows |
| ▪ Anniversary Parties                       | ▪ Magic Shows                  |
| ▪ Wedding, Graduation, and other receptions | ▪ Garage Sales                 |
| ▪ Instructional Classes                     | ▪ Concerts                     |
| ▪ Plays / Musicals                          | ▪ Dances                       |
| ▪ Club Activities                           | ▪ Auctions                     |
| ▪ Registrations                             | ▪ Athletic Events              |
| ▪ Walk-a-thons                              | ▪ Political Events             |
| ▪ Beauty Pageants                           | ▪ Religious Events             |

### **8.4 Review of Application**

In addition to the Special Event logistics, the District Manager’s review of the application will take into consideration and assess all factors in the best interests of the District:

- 8.4.1** Time of the performance or function and the duration of the Special Event.
- 8.4.2** Any disruption of the normal use of District Recreation Facilities.
- 8.4.3** Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.
- 8.4.4** Whether the Special Event is consistent with Harmony’s Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

## **8.5 Event Logistics**

The Event Organizer must provide the District Manager with detailed Event information and copies of required documents at the time the Event Organizer schedules the Event with the District Manager. Such information and documents may include, but are not limited to, the following:

### **8.5.1 Payment of Fees**

Event Organizer must pay all applicable fees to the District Manager at the time the Event is scheduled with the District Manager. Individuals, organizations, or companies assessed fees during or after the Event will be invoiced by the District Manager. All assessed fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date.

### **8.5.2 Fee Schedule**

The fee(s) that an Event Organizer may be required to pay are assigned pursuant to the schedule set forth in **Chapter 3, Section 4.2**, "Special Event Fee Schedule", as adopted by the Board and assessed by the District Manager.

### **8.5.3 Event Map/ Layout**

A physical layout of the Event site, including parking and traffic flow and the location of any tents, stands, or other temporary structures, must be provided.

### **8.5.4 Event Agenda**

A listing, with times, of all functions associated with an Event must be provided.

### **8.5.5 Vendor/Supplier List**

The names, addresses, and phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at an Event must be provided.

### **8.5.6 Logistical Schedule of Event**

The timing, personnel, and organizations that will be involved with the deliveries, setup, and cleanup of an Event must be clearly denoted.

### **8.5.7 Tent Permits/Fire Retardant Certificates**

A tent permit can be obtained through the County Zoning and Code Enforcement Department. A tent structure covering an area of 100 square feet or greater must have a permit. To receive a permit, a map showing the location of all tents must be submitted and approved by the District. Proof of a fire retardant certificate for each tent is required. For details on these matters, contact the County Zoning and Code Enforcement Office at the address provided on Event Application Form.

### **8.5.8 County Alcohol Permit**

Approval of a County Alcohol Permit Application must be secured. For details on how this is done, contact the County Parks and Recreation Department at the address provided on the Event Application Form.

### **8.5.9 Other Approvals**

Street closure approval and any other applicable government-issued permits and approvals are the responsibility of the Event Organizer.

## **9. USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS**

### **9.1 Basics**

The Organizer shall not commit, nor cause to be committed, any waste on the District property. The premises must be maintained in a neat, clean and sanitary condition at all times and the Organizer must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements maintained by the District. The Organizer agrees to report any emergencies, unusual incidents, or hazardous conditions to the District as soon as possible.

### **9.2 Maintenance**

The District will perform ordinary maintenance for the subject premises; however, the Organizer will be responsible for preparing the premises for each Event and returning the premises to the condition in which they were found prior to the Event.

### **9.3 Inspection of Subject Premises Following Event**

The District Manager or a designee will complete an inspection of the subject premises immediately following, or as close to the end of, an Event as is reasonable given the timing and duration of the Event. Upon inspection, the District Manager or a designee will assess any damage to the subject premises and will invoice the Event Organizer for the cost of the damage.

### **9.4 Signs**

The Organizer is permitted to place signs and/or banners at the District Recreation Facility no more than **two (2) calendar days** prior to the Event. All such signs/banners must be erected and dismantled at the Organizer's expense. This provision does not automatically authorize the placement of any specific sign and/or banner, and such placement shall be subject to any existing District Resolution/Rule or County Ordinance which regulates the placement of signs and/or banners. Upon completion of an Event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.

### **9.5 Event Times**

All Events are to occur during normal operating hours of the identified District Recreation Facility in which the Event is being held, unless the District Manager authorizes an Event outside of the normal operating times.

### **9.6 Assumption of Risk**

The Event Organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the Special Events. The District makes no representations that the premises will be available on any dates, on which the Organizer may wish to reschedule an Event, other than the dates originally reserved.

### **9.7 Special Event Fees and Charges**

#### **9.7.1 Collection Authority**

Pursuant to the authority in Section 190.011 (10), Florida Statutes, and as may be provided by District resolutions adopted by the Board of Supervisors at publicly advertised meetings, the District may collect Special Event fees and/or charges as necessary for the conduct of District activities and services; per the schedule set forth in District Rules **Chapter 3, Section 4.2**, "Special Event Fee Schedule".



### 9.7.2 **Damage/Cleanup Statement (Charged on an individual event basis)**

Any organization or individual who holds a Special Event on District property will be responsible for any area, park, or facility that is utilized during the Special Event. The Organizer must provide for cleanup after each Event. Any individual, organization, or company needing dumpster service **in addition** to the usual dumpster service provided by the District, must utilize Osceola County's current waste removal contractor, which is denoted on the Event Application Form.

## 9.8 **Security Deposit**

**9.8.1** For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$250.00 at the time the Organizer schedules the Event with the District Manager.

**9.8.2** At the conclusion of the Event, and upon inspection, the District shall either (1) return the damage deposit to the Event Organizer if there is no damage to District property or (2) charge the Event Organizer for any damage to District property and apply the security deposit to the charge.

**9.8.3** If damage to the District property is less than the security deposit, the excess amount from the deposit shall be returned to the Event Organizer. If damage to District property exceeds the security deposit, the Event Organizer shall be charged for the excess property damage. All damage charges must be paid to the District no later than **fifteen (15) days** after invoice date.

## 9.9 **Indemnification and Hold Harmless**

**9.9.1** The EVENT ORGANIZER SHALL sign the Harmony Community Development Parks and Recreation Facility Usage Application and therefore agree for the entity, corporation, organization, or individual and all of its agents, officers, directors, employees, consultants, or similar persons to BE LIABLE FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES incurred by the District, CAUSED BY the acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, or the like.

**9.9.2** The EVENT ORGANIZER AGREES TO INDEMNIFY<sup>3</sup>, DEFEND, AND HOLD THE DISTRICT HARMLESS<sup>4</sup> for any and all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, consultants, or similar persons.

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<sup>3</sup>As used herein, the phrase "**indemnify**" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." re Black's Law Dictionary 769 (6th ed. 1990).

<sup>4</sup>As used herein, the phrase "**hold harmless**" shall mean that the Organizer "assumes the liability inherent in a situation, thereby relieving the [District] of responsibility."

**9.9.3** The state, agencies of the state, and sub-divisions of the state shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

**9.9.4** None of the indemnification or insurance requirements referenced in this Policy or in the Event Application constitute a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes.

### **9.10 Insurance Requirements**

**9.10.1** In order to hold a Special Event, the requesting organization or individual must, **upon request of the District Manager**, furnish to the District Manager proof of liability insurance, identifying the District as “**Additionally Insured**” for the date of the Special Event; with the “**Additionally Insured**” declaration in said policy reading as follows: **Harmony Community Development District**. This name and the District’s address, as listed in **Section 1.6**, must be on all Certificates of Insurance.

**9.10.2** Insurance shall be provided, at the discretion of the District Manager, for any Event scheduled to occur on District property. The District Manager’s decision will be reasonable, fair, non-arbitrary, and informed. The District Manager will review the quantity of participants and the nature of the activity and/or product sales to make a final determination.

**9.10.3** The Event Organizer is responsible for obtaining and submitting all required insurance certificates to the District Manager no later than **five (5) calendar days** prior to the Event date. Failure to provide this information within **five (5) calendar days** prior to the Event date will result in cancellation of the Event.

**9.10.4** The District reserves the right to adjust insurance requirements on a per-Event basis.

**9.10.5** Any Event Organizer requesting a waiver or reduction in the required insurance must submit written notification of the request with the application/permit to the District Manager no later than **fifteen (15) calendar days** prior to the Event date. Any organization or individual having an insurance related question is encouraged to contact the District Manager at the District Office.

#### **NOTE:**

- 1. Auto Liability Insurance** will be required in the amount of the general liability requirement if automobiles are used as part of the Event.
- 2. Product Liability Insurance** will be required if there is food sales or consumption at the Event. Each food vendor must provide a Product Liability Insurance minimum of \$1,000,000.
- 3. Alcohol Liability Insurance** will be required if there is alcoholic beverage sales or consumption at the Event (Osceola County uses a minimum of \$1,000,000).
- 4. Workers Compensation** will be required if employees are hired for the Event, according to Florida State Statutes.

## **9.11 Special Event Approval**

### **9.11.1 Approval/Denial Verification**

The District Manager will provide written notification of the approval or denial of any special requests: e.g., insurance waiver or revisions, policy waivers, or any other special request submitted in writing by the Event Organizer.

### **9.11.2 Revisions or Adjustments to Application**

No revisions or adjustments to a final approved application or related items may be made without prior written notification to and written approval from the District Manager or designee.

## **9.12 Responsibility Statement**

An organization or individual planning and executing an Event within the boundaries of the District will abide by all applicable State, County, and District laws, rules, ordinances, and policies. The Organizer will also supply the District Manager with all the information, documentation, and insurance requirements necessary to assure that all parties involved with the Event will be in compliance. Failure to abide by the policies stated in this policy may affect future Special Event requests submitted by the individual or organization.

**The District has taken all readily achievable measures to ensure that all District Facilities comply with the Americans with Disabilities Act (ADA).**

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, ANY PERSON IN NEED OF SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES MAY CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN **SECTION 1.6**.