

VERANO #3
COMMUNITY DEVELOPMENT DISTRICT
Amendment #1 to Amenity Facility Policies
September 2024

This Amendment #1 to the Verano #3 Community Development District Amenity Center Policies (“the Amenity Center Policies”) amends the Amenity Center Policies to add Section X, Facility Rental, establishing rules, rates, fees and charges for members’ short term rental of the facility conference room (“the Conference Room”) for private special events, as follows:

X. Facility Rental.

Rental of the Amenity Facility Conference Room is available as a benefit to Members, as defined in the Amenity Center Policies, for parties, meetings and other events, subject to the rules, rates and charges and fees set forth herein. The Conference Room is also available at no charge to HOAs within the Verano #3 Community Development District for official HOA community events, subject to availability.

- (1) Reservations are on a first come, first served basis and are subject to approval by the Amenity Manager. Members may reserve the Conference Room through the Amenity Manager's office by completing an application form and paying the security deposit.
- (2) The Conference Room may be rented for a maximum of four (4) hours per event. At the discretion of the Amenity manager, up to two (2) additional hours may be authorized, subject to advance approval and payment of an additional hourly rental fee.
- (3) Members may not reserve the Conference Room more than four (4) times in any twelve (12) month period. This limitation may be waived at the discretion of the Amenity Manager, subject to availability.
- (4) The maximum number of persons attending any event shall not exceed fifty (50) persons for the Conference Room. The Renter shall be responsible for ensuring that this number is not exceeded.
- (5) Upon application for use of the Conference Room, the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Conference Room will be required to pay the costs associated with the attendant.

(6) The Conference Room will not be available for rental on the following days:

January 1st
Easter Sunday
Memorial Day Weekend (Saturday through Monday)
July 4th
Labor Day Weekend (Saturday through Monday)
Thanksgiving Day
December 24th
December 25th
December 31st

(7) The Conference Room rental includes the reasonable use of parking spaces and restroom facilities by invited guests attending the function, but does not include use of any other facilities.

(8) The pool and pool area, including the surrounding decks and furniture, are not available for rental or for use in connection with Renter's function, and shall remain open to all other Members and their guests during normal operating hours.

(9) Except as provided in paragraphs (10) and (12) below, the reservation deposit is refundable and will be returned after the function is complete provided there is no evidence of damage to the facility. In the event of damage, the District's cost to repair or replace the damaged property may be deducted from the security deposit, with any balance in excess of the deposit amount billed to the Member.

(10) In the event the Renter wishes to cancel the reservation once the reservation has been approved and confirmed by the Amenity Manager, such cancellation must occur at least forty-eight (48) hours prior to the date of the reservation. Any cancellation occurring less than forty-eight (48) hours in advance of the date of such reservation will forfeit fifty per cent (50%) of the otherwise refundable reservation deposit.

(11) If an on-site food concession is established and available at the Amenity Center, the District may require that all refreshments served at the event be obtained through the concessionaire. Otherwise, no on-site food preparation shall be permitted. Refreshments may be prepared offsite and brought in by the Renter. Any deliveries from third party providers must be arranged with and approved by the Amenity Manager. No chafing dishes, hot plates, or other cooking or warming equipment may be used on site.

(12) The District may require event liability insurance in the District's discretion, as determined by the Amenity Manager, and will require it when using outside vendors in conjunction with rental of the facilities, which must be pre-approved.

(13) All other Amenity Facility Policies shall apply to the rental and use of the Conference Room, including, but not limited to, Section I (10) prohibiting alcoholic beverages and Section III, Indemnification. Failure to comply with any Amenity Facility Policy or with any applicable law may result in immediate termination of the event and forfeiture of the security deposit in its entirety.

(14) Schedule of Fees and Deposits:

Conference Room Rental (up to four hours)	\$200.00 per event
Additional hours (if approved in advance)	\$ 50.00 per hour.
Security Deposit	\$250.00
Cleaning Fee.	\$ 80.00
Additional charges if extra cleaning required.	Reimbursed at District cost.
Repair of damage to facility.	Reimbursed at District cost.

**FACILITY USE APPLICATION
VERANO #3 COMMUNITY DEVELOPMENT DISTRICT**

Facility: Conference Room (\$200 Fee)

Refundable Damage Deposit: \$250 (check made out to the Verano #3 Community Development District).

Name of Applicant: _____

Street Address: _____

Home Phone: _____

Cellphone: _____

Email: _____

Intended Use: _____

Estimated Attendance: _____ Date of Event: _____ Time (4-hour max): _____ *(Includes set-up and cleanup time)*

I agree to indemnify and hold harmless the Verano #3 Community Development District (the "District") and its Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Facilities or surrounding areas. Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.

I have read, understand, and agree to abide by all policies and rules of the District governing the Amenity Facilities. Failure to adhere to the applicable policies and rules may result in the suspension or termination of any privileges to use the Amenity Facilities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Verano #3 Community Development District and its agents, supervisors, officers, directors, employees, and staff as additional insured. Only the District's Patrons (as that term is defined in the District's Policies) may reserve a rental area, and the deposit for the reserved rental area must be made by the Patron who is making the reservation. That Patron must be present at the event for which the rental is made.

Signature of Applicant: _____

Date: _____

I have read and understand the following. Please initial by each line.

_____ The four (4) hour maximum time limit includes set-up and clean-up time. Please schedule accordingly. Exceeding 4 hours could result in the forfeiture of a portion of your deposit.

_____ The four (4) hour maximum time limit applies to all guests in attendance. Once the event is complete, all guests are expected to exit.

_____ There is a 48-hour cancellation policy. Failure to notify the District Manager of cancellation within 48 hours of the scheduled event could result in the forfeiture of a portion of your refundable damage deposit.

_____ A refundable damage deposit of \$250 is required for all rentals and must be paid via a separate check. The deposit check may be picked up only after the post-event checklist is completed, otherwise it will be shredded within seventy-two (72) hours.

___ Additional fees may be assessed if the clean-up is incomplete, there is damage that exceeds the deposit, or if the event is not kept within the identified times.

___ Clean up fee is \$80 and is required to be paid at the time of the Conference Room rental reservation.

___ Maximum capacities are as follows: Meeting Room – 50 (or as otherwise determined by the Fire Marshall).

___ No admission fees whatsoever shall be collected for an event at the District's Amenity Facilities unless such fee is first approved by the District.

___ Alcohol beverages are prohibited at any of the Amenity Facilities.

___ The District may require event liability insurance in the District's discretion and will require it when using outside vendors in conjunction with rental of the facilities, which must be pre-approved.

___ Patron hereby agrees and recognizes that all documents and information of any kind submitted to the District may be public records