

**LAKES BY THE BAY SOUTH
COMMUNITY DEVELOPMENT DISTRICT
ISLES AT BAYSHORE CLUB**

**AMENDED AND RESTATED SCHEDULE OF
HOURS OF OPERATION,
DUES, FEES AND CHARGES
AREAS & FEES FOR RENTAL
RENTAL POLICIES, PROCEDURES AND REGULATIONS
(the “Club Schedule”)**

(Revised September 22, 2020, Resolution 2020-04)
(Revised August 24, 2021, Resolution 2021-08)
(Revised June 27, 2023, Resolution 2023-06)

A. Hours of operation:

CLUB FACILITY	HOURS*
Clubhouse	Monday - Friday: 6:30 am to 8:00 pm Saturday - Sunday: 8:00 am to 08:00 pm
Fitness Center	Monday - Friday: 6:30 am to 8:00 pm Saturday - Sunday: 8:00 am to 08:00 pm
Pool	Monday – Friday: 8:00 am to sunset Saturday - Sunday: 8:00 am to sunset
Playground	Monday – Sunday: Sunrise to sunset

Hours are subject to change by the District Manager and the Club Manager.
Holiday hours may vary from those set forth above.
Unaccompanied minors are not allowed in the playground.

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B. Club fees, dues and charges*

Fee category	Amount due
Annual Membership	\$1,003.73
Supplemental Annual Member fee	\$150.00
Caregiver pass fee	\$10.00
Membership card replacement fee	\$10.00
Late payment fees	\$25.00 per month

*All fees are payable in the form of cashier's check or money order **only** made out to Lakes By the Bay South CDD, and all fees are exclusive of state sales tax.

C. Facility rental fees: *

Room	Nonrefundable rental fee	Refundable deposit	Cleaning fee	Monitor fee**	Days	Time blocks	Additional time
Heron Grand Ball Room (Max 196 persons)	\$500.00	\$400.00	\$100.00	\$30.00 - \$75.00 per hour per monitor	Friday - Sunday	4 hours 8 PM to 12 AM	\$25.00 for first 15 mins; \$25.00 per hour after
Pool Terrace (Max 50 persons)	\$140.00	\$300.00	\$100.00	\$30.00 - \$75.00 per hour per monitor	Friday-Sunday	4 hours 8 PM to 12 AM	\$25.00 for first 15 mins; \$25.00 per hour after
Ibis Room (Max 43 persons)	\$140.00	\$300.00	\$50.00	\$30.00 - \$75.00 per hour per monitor	Monday -Sunday	2 hours 10 AM to 12 AM	\$25.00 for first 15 mins; \$25.00 per hour after
Egret Room (Max 50 persons)	\$175.00	\$300.00	\$50.00	\$30.00 - \$75.00 per hour per monitor	Monday -Sunday	4 Hours 10 AM to 12 AM	\$25.00 for first 15 mins; \$25.00 per hour after
Mockingbird Terrace (courtyard) (Max 50 persons)	\$140.00	\$300.00	\$100.00	\$30.00 - \$75.00 per hour per monitor	Friday-Sunday	4 Hours 8 PM to 12 AM	\$25.00 for first 15 mins; \$25.00 per hour after

*All fees are payable in the form of cashier's check or money order, and all fees are exclusive of state sales tax.

**The Monitor fee will be equivalent to the amount the District's security company charges the District to provide a security guard for the event. Given that the amount the security company charges for such services fluctuates over time, the District has adopted a maximum amount. As of the date of the adoption of this amendment, June 27, 2023, the current amount is \$30.00 per hour per monitor.

D. Rental requirements:

- **Deposit requirement:** A deposit is required in advance for all club facility rentals. The deposit shall be paid by the renter in the form of cashier's check or money order. In order to hold the rental date, the deposit and rental contract must be signed along with copy of the renter's driver's license (no exceptions).

After an event has taken place, clubhouse manager or onsite staff will inspect the premises. If the inspection determines that no damages have been made to the facilities, proper removal of all party items has been completed and the clubhouse facility is restored to the conditions prior to the event, the full amount of the deposit should be refunded to the renter the next business day. If any damage is found, or if additional janitorial services or staff time are required to clean or restore the club facility, renter is liable to pay the District the balance of such costs and expenses. The Club Manager will apply the deposit to cover said costs. If any portion of the deposit shall remain after costs are deducted, balance will be refunded via check to renter. Check can take up to 15 days to process and will be mailed to the renter's provided mailing address.

In the event that the renter does not cancel the reservation within fifteen (15) days prior to the event (or such other date reasonably determined by the club manager), the Club Manager will retain the full amount of the rental fee as liquidated damages.

- **Monitor requirement:** One monitor will be required for events with 1-50 attendees and two monitors will be required for events with more than 50 attendees. Event monitor fees are to be paid no later than three (3) days before the event in the form of a money order or cashier's check and made payable to the company designated by the Club Manager.
- **Function room (Use by Associations pursuant to Section 2.9 of the Isles at Bayshore Club Rules and Regulations).**

All Associations shall post and maintain a deposit in the amount of \$250.00 with the District for use of the Function Room in accordance with Section 2.9 of the Isles at Bayshore Club Rules and Regulations.

Those Associations governing communities within the District boundaries where the members or landowners therein are not subject to the Series 2012 Bonds non-ad valorem debt assessment (currently the Shores Condominium #1 and Shores Condominium #2 communities), may utilize the Function Room upon satisfaction of the conditions of Section 2.9 of the Isles at Bayshore Club Rules and Regulations, including, but not limited to, payment to the District in the amount of \$50.00 per meeting and the posting of a \$250.00 deposit.

If any damage is found after an Association's use of the Function Room or if janitorial services or staff time are required to clean or restore the Function Room, then the Club

Manager will apply the deposit to pay all costs of repairs and the expense of janitorial services and staff time in full (provided that if the deposit is not sufficient to pay such costs and expenses in full, the association shall remain liable to pay the District the balance of such costs and expenses). Should the Club Manager draw from an Association deposit, such association must, prior its next use of the Function Room, post the necessary funds to restore the deposit amount to \$250.00.

Note: Fitness center may **not** be used for private functions.

Additional rental guidelines:

1. **Reservations:** Reservations should not be made more than 90 days in advance.
2. **Fee inclusion:** Fees do not include rental of tables and chairs.
3. **Inspections:** Inspections are performed within 24-Hours after the event has ended. Should any issues or damages be noted, it will be communicated in writing to renter by club manager the next business day.
4. **Deposits:** Deposits are accepted in the form of cashier's check or money order only. If damages are reported and club manager holds the deposit check, any costs and expenses will be charged against the deposit. If a refund is warranted, said refund will be issued to Renter by a check from the District and sent via US mail.
5. **Janitorial:** Renter is responsible for the removal and proper disposal of all decorations, party items, balloons and trash from the facilities. If the Club Manager determines that extraordinary janitorial services are required restore the club facility back to the conditions prior to the event, these costs of such will be charged to the Renter and may be withdrawn or withheld from the Deposit. There will be a minimum fee of \$100.00 for said services.
6. **Time Slots:** Rental of any of the designated spaces must conform to the rental times described above. Clubhouse will only schedule one (1) event per area per day.
7. **Sales Tax:** Florida sales tax, as applicable in Miami-Dade County, Florida, is not included in any of the fees provided herein and will be charged to the Renter/user of the Club Facility.

E. Clubhouse rental use rules:

I. General rules:

A. Isles at Bayshore Club Facility rental areas are available to members upon application and acceptance by the Club Manager. For official meetings and official functions of the Isles at Bayshore Master Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area, other than the required Deposit.

B. A Club Area may be reserved only by an applicant in good standing (the "Renter"). Reservations must be requested at least fifteen (15) days prior to event, but no more than ninety (90) days in advance. Reservation requests shall be accepted on a first-come, first-served basis and require a deposit. All reservations will be marked on a calendar maintained by the clubhouse staff. 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 fifteen (15) days prior to the event date and time. Cancellations received less than fifteen (15) 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 renter for any event.

E. The Renter agrees to be in attendance during the reserved hours. Only the approved renter reserving the club area may gain access to the club area, no more than four (4) hours before the event and subject to the approval of the club manager. Approved renter(s) may gain access to the club area by using their swipe cards, if implemented. Any change in plans, caterer, deliveries or number of guests must be communicated to and cleared with the club 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, furniture, furnishings, equipment and adjacent premises (including the parking lot) as a result of the club area use. Renter also assumes the responsibility of the proper conduct of their guests or other persons/vendors 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 Club Manager or staff member shall inspect the club area with a prepared checklist. The same checklist will be used to re-inspect the club area after the event. If the club area is in its original condition and there are no violations or damages, the security deposit shall be refunded. If the club area is not in its original condition or there are 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 by the club house staff.

I. All events shall be confined to the club area reserved. However, use of nearby restroom facilities is permitted. Renter(s) must advise their guests of club rules and regulations, 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 ordinances and State 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. Violation of this rule will result in forfeiture of the rental deposit.

L. Smoking is prohibited in the restrooms, pool deck and playground area or inside the clubhouse. Use and/or availability of alcoholic beverages will be in accordance with the Florida State and County Alcoholic Beverage Control laws (no monies allowed to be exchanged, no alcohol for persons under 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 clubhouse 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 rafters, sconces, sprinklers, ceilings, lights or walls and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage to walls or clubhouse surfaces are not permitted.

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 conditions prior to the function. Nothing should be left in the refrigerator and/or wet bar areas. Arrangements must be made with the club manager concerning delivery and removal of any rented tables, chairs, or catering items. If these are unable to be picked up by the rental company immediately following the function these must be removed no later than 10:00 A.M. the following day. Deliveries and removal of food, tables, musical equipment, or caterers providing service, will be permitted the day of the event only. Renter must be present receive these items. Clubhouse staff or manager is not responsible for coordinating delivery, pick up or set up of any party related items.

P. The District, the District Manager, the Club Manager, and staff members are not 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 its 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 the Club 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. Staff may require renter and their 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 clubhouse rules, damage to property or violation of any Federal, State or local laws statutes or ordinances. Such will also result in no refund of the use and deposit fee. This will be done at the discretion of the District, Club Manager or supervisory staff present during said event. If the renter fails to abate noise, excessively loud music or any other disturbing activities when requested to do so local police may be called. Withholding or issue of a partial refund is in the club manager's discretion if use is suspended.

S. The Club Manager, District Manager, clubhouse staff members and the District shall have free access to the club area and adjacent facilities at all times, including during an event or rental.

T. All trash and garbage should be properly bagged and sealed and deposited in the outside trash bins. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture or other surfaces. Should additional cleaning be needed, Club Manager may contract an individual or company to do so and all costs will be deducted from the rental deposit.

U. Candles or open flame items are prohibited. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be properly extinguished and removed from the premises by catering company at the conclusion of the rental.

V. Violation of any provision of the Club Rules and Regulations, including this club schedule, may constitute grounds for Club Manager to prohibit a renter from utilizing the club area for a period of one (1) year.

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, the District Manager, and Club 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 club owner and club 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 Renter's and his or her guests' or invitees' use of the club area.

X. No pets, except certified service animals, are permitted in the club areas.

Y. Any club area that is rented must be cleaned immediately after the rental. If the Club Area is not found as it was given to you, a portion of Renter's deposit may be kept. All trash must be taken with you and not left in the room. The Club does not provide any trash bags for the party.

Z. 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.

AA. Approved rental agreement, clubhouse area inspection form, access card control information sheet listed below is approved for use by the Club Manager.

**FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE CLUB
ADMINISTRATIVE OFFICES DURING REGULAR BUSINESS HOURS**

I _____ certify that I have read and I will comply with the above-mentioned rental requirements, additional rental guidelines, and Clubhouse rental use rules and any and all other rules that govern use of the Clubhouse facilities.

Clubhouse Member signature _____

Clubhouse Member printed name _____

Date _____