

VI. FACILITIES

Community Association facilities exist and are operated for the benefit of dues paying members of the Sun City Center Community Association. Certain individuals, organizations and communities in Sun City Center, Florida 33573 who are not dues paying members of the Community Association may use the facilities, amenities and clubs under specified circumstances as defined in CA Policies. Everyone must display either their CA Card, Freedom Plaza Access Card, Kings Point Usage Card or Guest Pass when accessing or using the CA Facilities, except for public events which are open to all. *(Added 10/12/11) (Amended 5/8/13) (Amended 12/11/19)*

Annual user's fees will be collected from the management of Freedom Plaza to authorize a limited number of their independent residents to have access to the Community Association's facilities, clubs, and amenities. These individuals will not be members of the Community Association and will not have voting authority. Access Cards will be issued to these authorized users by the Community Association. *(Added 5/8/13)*

Kings Point members may access CA affiliated clubs subject to space availability and at the club's discretion for an annual fee of \$30.00 per person. This fee does not include usage of the Pools, Fitness Center or Library. This fee does not apply to tax-exempt 501(c)(3) organizations and National organizations. *(Added 12/11/19) (Amended 3/8/23)*

6.01 REGULATIONS AND REQUIREMENTS

A. Regulations

1. Political Activities *(Amended 2/13/08) (Amended 1/9/13)*

- a. Under the Internal Revenue Code all organizations granted federal tax-exempt status under Section 501(c)(3) such as the Community Association are absolutely prohibited from, directly or indirectly, participating in or intervening in, any political campaign on behalf of, or in opposition of, any candidate for public office at the federal, state or local level. Such participation includes the publishing or distributing of statements or materials of a partisan nature. The Association should not establish, administer, solicit for, or fund any parties or clubs that undertake political campaign activities, and should otherwise avoid conducting or contributing to any activity that could be considered electioneering. Non-partisan campaign involvement that is considered educational may be permitted with the approval of the Association's Board of Directors.
- b. Association facilities will not be used for electioneering/campaigning activities by any CA-affiliated club or organization.
- c. No organization or non-CA member will be permitted to use the Association facilities for electioneering/campaigning activities without advice from counsel to do otherwise.
- d. CA members may rent, on a space available and signed contract basis, CA facilities for electioneering/campaigning activities by paying in advance the non-re-fundable rental fees and security deposits (fair market value) established in Policy 6.01.D.1. Rents will be collected for all days of the rental period. The contract will specify the days and times of the rental (Appendix 6.01 B). CA members must sign a declaration that state

electioneering/campaigning activities are not sponsored by the CA. (Appendix 6.01 A). No CA member or affiliated club will normally be displaced from a scheduled event without their permission.

- i. All requests by members to rent CA facilities must be submitted to the Community Association Manager no more than thirty (30) days in advance for initial processing or, in his/her absence, to the Association President or Vice President for processing and approval.
- ii. No advertisements for the Event can in any way imply that the Association is hosting or sponsoring the Event, or in any way endorses any political candidate for office.
- iii. Prior to the event, no political signs may be placed on or literature distributed on CA property. All signs must be removed at the conclusion of the event. Signs may be displayed in the rented room and literature may be distributed during the event. Sales of items will be allowed if the appropriate fees are paid by the vendors.
- iv. No ticket distributions for the event will be made from a CA facility.
- v. The CA member renting the facility will assume all responsibility for any damages to CA property.
- vi. Standard Set Up/Take Down fees, as noted in Policy 6.01 D.1, will apply. Additional CA labor utilized for the Event will be charged to the renter. Reconfigurations of the facilities, if approved, will be subject to charges for CA labor.
- vii. The agreement for the use of the facility may be terminated if any announcement, advertising, or other communication for the Event misstates in any way the CA's involvement with the Event or any political candidate appearing, or in the opinion of the President or Vice President or on the advice of Association Counsel, the Event may put the Association's IRC 501(c) (3) tax exempt status at risk.
- viii. Rentals will be subject to Hillsborough County Fire Department capacity and CA approved room layout provisions. The member renting the facility will be held responsible for any capacity or layout violations.

2. CA-affiliated Clubs & Organizations

The facilities shall be used by CA-affiliated clubs and organizations for the following purposes:

- a. Meetings and regular activities of its members.
- b. Special entertainment, educational and social events, with prior approval of the Board.

3. Fund Raising *(Added 2/8/06) (Amended 2/9/11) (Amended 4/13/22) (Amended 6/14/23) (Amended 10/16/24) (Amended 4/9/25)* All fund-raising activities will be conducted in accordance with Florida Statute Chapter 849 Gambling and existing policies. (See Policy

5.01.B.6). Each affiliated club may hold twelve fund raising activities a year. Additional fund-raising activities require the approval of the CLD.

4. Scheduling of Activities *(Amended 9/8/10)*

Individual members have the same rights and responsibilities as a club or organization in the scheduling of activities. Scheduling priorities are as follows:

- a. CA sponsored events
- b. Existing clubs; existing clubs wishing to change rooms, day, and/or times
- c. Newly formed clubs
- d. Property owners and homeowner associations
- e. Member (private parties)
- f. Association approved non-CA member associations

5. Restrictions

- a. Facilities are not to be used for commercial purposes without the approval of the CA Board. All facilities are intended solely for the pursuit of hobbies, sports, and social interchange. They are not for the manufacture, sale or promotion of articles or services for private gain; however, promotional material may be distributed. This includes the direct sale of articles or services by individuals, groups or organizations using CA facilities for any purpose. However, CA-affiliated clubs may offer articles or services for sale, with the proceeds accruing to the club and/or the CA, in accordance with the provisions of IRS Regulation 501(c)(3). In the event of a question on this issue, the CA Board, solely, will determine whether an activity falls within the commercial-use category. *(Amended 4/12/06) (Amended 10/12/11)*
- b. A CA-affiliated club or CA sponsored event may offer space to outside vendors so that they can provide goods and services of benefit to CA members. Such vendors shall pay a fee of \$50.00 as a rental fee to the CA prior to the event and before sales can commence, each occurrence will be charged the fee. The CA Board shall review and approve the fee as needed. *(Added 10/12/11) (Amended 7/10/24)*
- c. Club members may desire to create and sell products using Community Association facilities. These products must not benefit private interests. Members may only recover their costs, including reasonable labor value, upon the sale of their products. *(Added 10/12/11)*
- d. Usage by non-member organizations is expressly denied, unless such usage has been specifically approved by the Board.
- e. No reservation for space may be made for more than eighteen (18) months in advance except with the specific approval of the Board Club Liaison.
- f. Use of CA facilities for tournaments, exhibits or other functions which include participation by persons outside of CA membership may be permitted after application to and approval by the CA Board of Directors.
- g. Occasionally it is necessary to preempt a scheduled event, to accommodate an activity of community-wide importance. Such action shall only be taken after approval by the Board or a committee to which the Board has delegated such responsibility. Every reasonable attempt will be made to provide fourteen (14)

days notice to the club or individual affected by preemption. Notice to a club officer, or to the person scheduling the space, shall be considered sufficient.

- h. Smoking or vaping shall not be permitted in any CA building. Smoking is permitted ONLY in designated areas. Smoking is limited only to cigarettes and electronic cigarettes. No pipes or cigars.
 - i. CA facilities are not to be used for any gambling or games of chance (excluding Bingo, 50/50 drawings and raffles). All facilities are intended solely for the pursuit of hobbies, sports and social interchange. Exceptions to this policy may be granted on a case-by-case basis by the CA Board. Under Florida Statute 849, gambling is not allowed on Community Association property.
 - j. All equipment/items of value bought or donated is the property of the CA is insured under CA policies, (See Policy 5.01 D.2.b) and must be disposed of according to CA policy. *(Amended 6/9/04)*
 - k. All bus pickups that take place at the Central Campus and all parking (including overnight parking) necessitated by these trips will be at the parking lot area north of the library. *(Amended 10/12/11)*
 - l. For trips leaving from the Community Hall, parking will be farthest away from the main building. There shall be no overnight parking in the Community Hall parking lot. "No Overnight Parking – Tow Away Zone" signs will be posted. Clubs violating this policy may lose their bus pick-up privileges.
 - m. No bicycles, scooters or segways are permitted inside pool areas, on paver decking, in bushes, chained to trees, fencing or handrails or on sidewalks for safety. All bicycles, scooters and segways are to be placed in bicycle racks provided throughout all campuses. *(Added 8/9/23)*
 - n. Clubs organized to provide free music to CA members on CA property are required to have a guest pass at no fee for a non-CA fill-in musician, and one spouse or a significant other, with a maximum of two fill-in musicians per event. Free guest passes to be obtained prior to the event with the approval of the CLD or Community Manager. The free guest pass holder cannot use any other CA facilities other than the performance venue. Annual review and approval of this process by the CLD will be required. *(Added 7/10/24)*
6. **State and Federal Elections** *(Amended 6/9/04)*
The CA, as a public service and a convenience to the residents, provides space within its facilities to Hillsborough County for election polling locations. Under this arrangement, such locations are under the administration of the County on Election Day only. The County permits the placement of political signs at all polling places on the day of each election. Any such signs must be removed by the candidate or his/her representative before the beginning of the following business day.
7. **Sales of Tickets at the Kiosk** *(Amended 6/9/10) (Amended 9/12/12)*
a. The Entertainment Director is responsible for the overall operation of the Kiosk.

- b. The use of the Kiosk is for the sale of tickets for events taking place in Community Association (CA) space. Sale of tickets for events being conducted in non-CA space is not permitted unless a waiver is granted by the Entertainment Director and the Entertainment Committee Liaison Director.
- c. Each group/club is responsible for their ticket sales.
- d. Ticket sales for events may be conducted Monday thru Friday, 9:00 a.m. to 12:00 Noon, unless other arrangements are made with the Entertainment Director.
- e. Ticket sales are only allowed at the Kiosk. Walk around ticket sales not permitted in the Atrium.
- f. The Kiosk may be used for non-ticket sale events (i.e., FunFest raffles, class registration, etc.) between 1:00 p.m. and 4:00 p.m.
- g. Two posters, only if separate events in the same month, will be allowed at the kiosk and bulletin board 8 ½" x 11" only. Otherwise only one 8 ½" x 11" will be allowed on the kiosk and on the bulletin board. Posters are approved by the Entertainment Director. *(Amended 4/24/25)*

8. Easels *(Amended 6/9/10)*

No easel stands will be used to advertise any events unless approved by the Community Manager.

9. Special Use of Facilities *(Amended 2/13/08) (Amended 8/14/13) (Amended 2/12/25)*

The Board is responsible for the use of all facilities. Whether or not regulations have been promulgated in the policies for specific use, such as by clubs, or special use such as fairs, Bingo games, and entertainment, the lack of an Association statement regarding use for a particular event does not waive the requirement for application to and approval by the Board for such use. Approval shall not be unreasonably denied but is subject to the availability of space.

10. Kings Point Use of Bulletin Boards *(Added 9/12/07)*

The Community Association, on a reciprocal basis, will provide space in the Atrium and Community Hall for publicizing Kings Point events subject to Kings Point publicizing CA sponsored entertainment events and Performing Arts Club of SCC events on bulletin boards in their clubhouses and on their Wheel. Amount of comparable space will be determined by the Community Manager.

11. Freedom Plaza Use of Bulletin Boards *(Added 5/8/13)*

The Community Association will provide space in the Atrium and Community Hall to publicize events at Freedom Plaza that are open to CA members. CA events will be advertised at Freedom Plaza.

12. 12. Animals *(Added 5/13/09) (Amended 1/12/11) (Amended 5/14/25)*

This purpose of this policy is to comply with federal, state, and local laws and regulations and to encourage and promote a safe and accommodating environment in or on land, buildings, and facilities owned or operated by Sun City Center Community Association, Inc. (the "Association"). Except for and excluding service animals, no animals are allowed in or on buildings owned or operated by the Association, in or on land owned or operated by the Association during any outdoor special event when either a "no animals" notice is posted or a "no dog" notice is posted at or with respect to that event. In addition, no animals are allowed in or on land owned or operated by the Association during any outdoor special event if the presence of animals is prohibited at that event by federal, state, or local law. Clubs that sponsor a pet show must provide insurance coverage obtained for such event, if needed. Requests are reviewed the CLD with CA Board and Community Manager approval.

a. Definitions

i. Service Animal: “Service animal” means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual’s disability and may include, but is not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. A service animal is not a pet. For the purposes of this definition, the term “service animal” is limited to a dog or a miniature horse. For purposes of this definition, the crime-deterrent effect of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks performed by a service animal.

ii. Miniature Horse: A “miniature horse” is a horse that generally ranges in height from 24 inches to 34 inches measured to the shoulders and that generally weighs between 70 pounds and 100 pounds. The regulations for the Americans with Disabilities Act (“ADA”) set out four assessment factors to assist the Association in determining whether a miniature horse can be accommodated in or on land, buildings, and facilities owned or operated by the Association. The assessment factors are: (a) whether the miniature horse is housebroken; (b) whether the miniature horse is under the owner’s control; (c) whether land, buildings, and facilities owned or operated by the Association can accommodate the miniature horse’s type, size, and weight; and (d) whether the miniature horse’s presence will not compromise legitimate safety requirements necessary for the safe operation of land, buildings, and facilities owned or operated by the Association.

b. Federal Laws and Regulations

i. Under the ADA, service animals are permitted to accompany an individual with disabilities in all areas of land, buildings, and facilities owned or operated by the Association where the general public is allowed. The work done or tasks performed by a service animal must be directly related to that individual’s disability.

ii. The ADA does not recognize emotional support animals or pets as service animals. An individual who uses service animals is not exempt from local animal control or public health requirements. Service animals are subject to local licensing and registration requirements.

iii. According to the U.S. Department of Justice, there are individuals and organizations that sell service animal certification or registration documents online. These documents do not convey any rights under the ADA and the U.S. Department of Justice does not recognize them as proof that an animal is a service animal.

c. State Laws and Regulations

i. Florida Statutes section 413.08 permits an individual with disabilities to be accompanied by a service animal in all areas of land, buildings, and facilities owned

or operated by the Association where the general public is allowed. The work done or tasks performed by that service animal must be directly related to that individual's disability. Florida Statutes section 413.08 does not recognize emotional support animals or pets as service animals.

ii. Any person, firm, or corporation, or the agent of any person, firm, or corporation, who denies or interferes with admittance to, or enjoyment of, any areas of land, buildings, and facilities owned or operated by the Association where the general public is allowed, or with regard to any areas of land, buildings, and facilities owned or operated by the Association where the general public is allowed, otherwise interferes with the rights of an individual with a disability or the trainer of a service animal while engaged in the training of such an animal commits a misdemeanor of the second degree punishable as provided in Florida Statutes section 775.082 or Florida Statutes section 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

iii. A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in Florida Statutes section 775.082 or Florida Statutes section 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

iv. The service animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means. Such leash or tether must not exceed six feet in length, unless a longer length is required by applicable law.

v. Documentation that a service animal is trained cannot be a precondition for providing service or access to the handler of that of that service animal. Any person, who is in or on any areas of land, buildings, and facilities owned or operated by the Association where the general public is allowed, is not permitted to ask about the nature or extent of that handler's disability. To determine the difference between a service animal and an animal that is not a service animal (e.g., a pet or emotional support animal), a person, who is in or on any areas of land, buildings, and facilities owned or operated by the Association where the general public is allowed, is permitted only to ask if an animal is a service animal required because of a disability and to ask what work or tasks that animal has been trained to perform.

d. Local Laws and Regulations (Hillsborough County, Florida)

i. All owners of service animals, all trainers of service animals, and all owners of animals that are not service animals (e.g., pets and emotional support animals) must adhere to, and comply with, local ordinances regarding such animals, including licensing, control, and leash laws.

ii. Hillsborough County, Florida laws and regulations foster the health and safety of the general public, residents of Sun City Center, Florida, and visitors of Sun City Center, Florida, including the enforcement of guidelines for the behavior and control of service animals and animals that are not service animals. By law, the unattended tethering of dogs is banned in Hillsborough County. Tethering is not allowed unless the owner of the dog remains outside with the dog while it is tethered.

e. Enforcement and Compliance

i. The Association is responsible for enforcing this policy.

ii. If a member of the Association, or any person who is on the staff of the Association, suspects that any animal is in violation of this policy, then that member or that person should notify an officer of the Association, a member serving on the Association's board of directors, or the Association's community association manager.

iii. To the extent permitted by applicable law, penalties for non-compliance with this policy may include warnings, fines, or removal of an animal from land, buildings, and facilities owned or operated by the Association.

f. Contact Information For questions or concerns regarding this policy, residents of the Sun City Center, Florida community may contact the Association's community association manager.

13. CA Property (Added 9/8/10)

CA property will not be removed from the CA premises except for CA business without the approval of the Community Manager in concurrence with the Board President.

14. Entertainment (Added 8/13/14) (Amended 8/14/24)

- a. In the event that an entertainment act cancels its booking, the Entertainment Director will seek a replacement act. In the event nothing comparable can be Offered in a timely manner, refunds will be made to the ticket holders.
- b. All acts/performers who wish to sell recordings (CD, DVD, VCR, etc.) or other promotional items at a SCCCA function, whether under contract or not, must pay to the SCCCA the sum of \$50 before sales commence. The SCCCA will provide space and table top for the display, typically to be located at the entrance door. SCCCA tax status requires this fee. The \$50 fee covers one performance. Additional performances (e.g. a matinee and an evening function and/or a multiple day contract with additional performances) requires an additional fee of \$25 per performance (if a new set up is required).
- c. Annual Entertainment Series shows will allow ticket sales to non-CA members available for purchase after sales to CA members and KP members are concluded.

15. Monitoring of CA Facilities (Added 6/12/19) (Amended 4/9/25)

- a. All CA facilities are monitored. Only members and authorized guests are permitted access except for public events which are open to all. Staff (in designated instances) are instructed to ask to see a valid CA membership card from EVERYONE. Staff may not know every member on sight so if a staff member asks to see a member's card, the member is expected to produce it at that time, not at their convenience.
- b. If a member keeps a copy of their membership card on their cell phone and does not bring it to the pool or fitness center, then they must have their laminated CA membership card (not a copy) with them. If a member forgets to carry it with them, they can be asked to go get it, regardless of any inconvenience. If a member refuses to cooperate, they may be denied access until they comply.
- c. All staff and members are to act respectfully. If a member does not comply with the request to produce their CA membership badge and becomes defiant or in

any other way disruptive, staff are instructed to report the incident to appropriate CA leadership and/or contact the Hillsborough County Sheriff's office immediately. Failure to cooperate with a request to show their CA membership card, may result in loss of access to facilities.

- d. All Clubs, organizations and/or members using CA facilities will be responsible for monitoring and maintaining the posted room occupancy capacities and adhere to all fire codes before and during the event.

16. General Etiquette and Code of Conduct (Added 5/14/25)

Purpose

The Community Association of Sun City Center is a shared space intended for relaxation and enjoyment. By adhering to these guidelines, residents can help ensure a positive experience for all. This policy outlines expectations for civil behavior and communal tolerances on Community Association property to ensure a safe, enjoyable, and respectful environment for all residents and their guests as well as staff.

- a. **General Policy**

All residents and guests are expected to conduct themselves in a manner that promotes respect, comfort, and enjoyment for all individuals while using the CA facilities and clubs. Inappropriate behavior may result in loss of privileges.

- b. **Expected Behavior**

Residents and their guests must adhere to the following guidelines:

- i. **Respectful Interaction:** Engage with others in a courteous manner.

Use polite language and be considerate of different viewpoints and personal space.

- c. **Guest Policy**

Residents may bring guests, but they are responsible for their guests' behavior. Guests must follow all the same rules and guidelines outlined in a club's by-laws and/or at a CA facility.

- d. **Health and Safety**

- i. **Health Considerations:** Individuals who are ill or have infections (including, but not limited to, skin infections, open wounds, or gastrointestinal illnesses) should refrain from using the CA facilities.

- ii. **Supervision:** Children under the age of 18 must be supervised by an adult at all times. Adults are responsible for the safety of minors in their care.

- iii. **Emergencies:** In case of an emergency, residents should follow posted guidelines and contact appropriate authorities (e.g., call 911).

- e. **Enforcement of Policy**

- i. **Management reserves the right to enforce this policy at their discretion. Violations can lead to verbal warnings, temporary suspension, or permanent loss of CA privileges, depending on the severity of the infraction.**

f. Reporting Issues

- i. Residents and staff should report any concerns or violations of this policy to the community management office. Forms can be found online or in the CA office. Complaints will be addressed promptly and confidentially. (Appendix 6.01 C)

B. Requirements

1. Affiliation of CA clubs and organizations which allows facilities use shall be accomplished by:
 - a. filing an acceptable set of Bylaws with the CA
 - b. giving other information which may occasionally be requested
 - c. formal approval of the new club by the Board. (see 5.01 A)
2. CA facilities shall be open during hours specified by the Board.
3. Deposits and Fees
 - a. CA affiliated clubs may engage rooms for normal club activities. No service fees will be charged, unless overtime or special requirements so dictate. (*Amended 6/9/04*)
 - b. There will be three (3) observed CA holidays (Thanksgiving Day, Christmas Day and New Year's Day). There will also be two (2) observed holiday half days, (Christmas Day and New Year's Eve) starting at 1:00 p.m. During these holidays, the Atrium building, CA offices, Pools, Library, Fitness Center, Community Hall and the Information Center will be closed with no member access allowed. The only exception will be the New Year's Eve Dance at the Community Hall. Access will not be denied for members who, at their own risk, wish to use the outdoor facilities and the dedicated club rooms. No emergency maintenance will be provided to enable the CA employees to have this holiday time off. (*Amended 11/9/22*) (*Amended 5/10/23*)

A skeleton crew will be on hand to open the facilities on the remaining CA-observed holidays (Memorial Day, July 4, and Labor Day).

- c. Non-CA Affiliated Clubs/Community Organizations and organizations may schedule a room for a community event based on room availability through the Event/Room Reservations Director. Fees and Deposits will apply as described in section 6.01 D. Schedule "A". Set Up/Take Down Fees will be assessed by the CA for non-CA member functions to prepare a room for an event and to return the room for general use after an event. These rooms are available on a space available basis and a contract must be signed (Appendix 6.01 B). Non- CA events will be reviewed by the Community Manager prior to acceptance of the contract and brought before the CA Board as deemed appropriate by the Community Manager.
 - i. Rental fee is the charge for the facility or room.
 - ii. Set Up/Take Down Fee is the charge to prepare the room and return it to the previous condition.
 - iii. Security Deposit is required for all rentals and may be applied towards any damages or cleaning charges.

- d. Individual members may engage a room, except for the Community Hall, for a private social function primarily attended by CA members, once each calendar year. A security deposit is required. Any individual member engaging rooms for private social functions more than once in any calendar year shall pay a security deposit and pay 100% of the rental fee stated in 6.01.D Schedule "A" for each additional function, plus all (100%) of the Set Up/Take Down Fees. The reserving member must be on-site host/hostess. *(Amended 10/14/15)*
 - e. Any deposit, if required, shall be made at the time the room is reserved.
 - f. Rental fees, rooms available, hours, Set Up/Take Down Fees, and Security Deposits will be determined by the CA Board and may be changed at their discretion.
4. CA facilities may not be used for food preparation except with CA Manager's approval. Limited kitchen facilities are available at several locations for the holding, cooling and readying of food for approved functions. *(Amended 10/12/11)*
 5. After each use, the room must be returned to a clean and orderly condition. Unused food, disposable dinnerware, empty bottles, etc. must be placed in the receptacles provided. If the rooms do not pass a post-activity inspection by the Community Manager, the security deposit will not be returned.
 6. Absolutely no tipping of CA employees is permitted. Violation of this regulation may result in the suspension of privileges for the club or member, and termination of the employee. (See 8.04 D)
 7. No sale of alcoholic beverages may be permitted (F.S. 562.12). The cost of alcoholic beverages may not be included in the cost of event tickets. Alcoholic beverages (BYOB) are allowed with the permission of the club's or event's host. No monetary donations or charging for alcohol allowed. No bar type set ups allowed. Clubs will monitor their members during events to make sure they adhere to policy. *(Amended 10/14/15) (Amended 8/28/25)*
 8. The Reservation Clerk shall ascertain that appropriate space allocations for Local Fire Codes and room capacity limitations are strictly enforced.
 9. All paid food vendors (caterers) using Community Association facilities must have a current insurance policy with a minimum of \$1,000,000 in commercial general liability insurance (including products and completed operations). It is also required that the Community Association be named as additional insured. Caterers must also show they have Workers' Compensation coverage for all employees working here or provide an Exemption Certificate. *(Added 8/10/05)*

C. Reservations

1. Facilities must be reserved at the CA office, in writing, by the Club President or designated Host/Hostess for assuring the complete compliance with these policies and regulations.
2. Users must furnish complete set-up information to the Event/Room Coordinator at least ten (10) days prior to the scheduled activity. Failure to do so may result in cancellation or a lack of set-up. Users must state whether the reservation is

for primary use or as a back-up in case of rain, and must expect no set-up if rain is not evident.

3. Scheduled time for the occupying and vacating of facilities is indicated on the reservation form. Any change in this schedule must be approved, in advance, by the Event/Room Coordinator.
4. 501(c)(3) organizations on a space available basis, may have room rental fees waived for a charitable fund-raising event and for their board meetings. All other uses will not have fees waived.

6.01 D. SCHEDULE "A" (Amended 1/9/13) (12/14/22) (2/8/23)

Rental Fees, Security Deposits, Set Up/Take Down Fees and Exceptions to Policy

6.01 "B" 1 thru 9.

1. Rental Fees, Set Up/Take Down Fees, and Security Deposits (Amended 4/12/16)

Room	Rental Fee	Set Up/Take Down Fee	Security Deposit	Room Capacity T-Tables/Chairs C-Chairs only
Armstrong Room	\$250.00	\$50.00	\$200.00	T-48
Caper Room	\$250.00	\$75.00	\$200.00	T- 110
Community Hall (excluding rooms 3, 4, &5)	\$2,000.00	\$400.00	\$750.00	T-480 C-870
Community Hall (including rooms 3, 4, & 5)	\$2,500.00	\$500.00	\$1,000.00	T-560 C-970
Community Hall (Rooms 3, 4, & 5)	\$100.00/each	\$50.00/each	\$250.00	T-80 C-100
Florida Room	\$600.00	\$150.00	\$500.00	T-160 C-200
Heritage Room	\$250.00	\$50.00	\$200.00	T-48
Palm Room	\$75.00	\$0.00	\$150.00	T-16
Rollins Theater	\$500.00	\$100.00	\$250.00	C-145
Sandpiper Room	\$250.00	\$75.00	\$250.00	T-72
Eberhardt Bldg.	\$400.00	\$100.00	\$250.00	T-64
Ann Marie Leblanc Room	\$100.00	\$50.00	\$100.00	T-16

2. Non-CA affiliated organizations, National Organizations and/or

501(c)(3) Organizations (Amended 12/11/19) (Amended 7/25/24) (Amended 4/09/25)

Organization	Rental	Set Up/Take Down Fee Required	Security Deposit Required for use of Room/Kitchen
AARP Driver Safety	Free	No	Yes
AAUW	Free	No	Yes
American Legion Post #246, Ladies' Auxiliary Unit & Leathernecks	Free	No	Yes
Assn. of Naval Aviation (Silver Osprey Squad #64)	Free	No	Yes
Cat Lovers Club	Free	No	Yes
CERT	Free	No	Yes
Coalition for Mental Health and Aging	Free	No	Yes
Computer Club	Free	No	Yes

Community Foundation of Tampa Bay	Free	No	Yes
DAR	Free	No	Yes
DAV Chapter #10	Free	No	Yes
Duplicate Bridge Association (Education & Charitable Assn., Inc.)	Free	No	Yes
Emergency Squad	Free	No	Yes
German American Club	Free	No	Yes
Good Samaritans	Free	No	Yes
Hope Fund	Free	No	Yes
Houses of Worship & related organizations	Free	Yes	Yes
Organization	Rental	Set Up/Take Down Fee Required	Security Deposit Required for use of Room/Kitchen
Interfaith Council	Free	No	Yes
Kiwanis International	Free	Yes	Yes
Knights of Columbus	Free	Yes	Yes
Lawn Bowling Club	Free	No	Yes
Lions Club	Free	No	Yes
Men's Club	Free	No	Yes
Military Family Support Trust	Free	No	Yes
MOAA	Free	No	Yes
MOWW	Free	No	Yes
Navy Seabee Veterans	Free	No	Yes
Neighborhood Associations in SCCCA	Free	No	Yes
PEO	Free	No	Yes
Rotary International	Free	Yes	Yes
Save Sun City Center	Free	No	Yes
Scottish Rite Club	Free	No	Yes
Security Patrol	Free	No	Yes
Shriners	Free	No	Yes
SCC Chamber of Commerce	Free	Yes	Yes
SCC Charitable Foundation	Free	No	Yes
SCC Travel Club (Mini Bus)	Free	No	Yes
SCC Woman's Club	Free	No	Yes
Southshore Campaign Against Human Trafficking	Free	Yes	Yes
Sun Radio Station 96.3	Free	No	Yes

Community Hall usage subject to review for set up and take down fees.

Multiple use in any calendar year of CA facilities is subject to space availability and approval by the CA Director responsible for room usage. Additional costs over and above normal operating costs (i.e., overtime of staff and/or additional staff) incurred by the CA to prepare the facility for use by the organization or to return the facility to its normal use may be charged to the organization.

6.02 LIBRARY *(Amended 11/16/11) (Amended 5/9/12)*

A. Definition

The Sun City Center Community Association, Inc. operates the Sun City Center Library as a senior library for the community. This library is funded by Association dues, donations from Association members and clubs; and donations from area businesses, professional people and residents.

Any resident of Hillsborough County with a current county library card may use the CA library to access the Hillsborough County computer or to obtain and return Hillsborough County Library materials. Community Association members and the authorized residents of Freedom Plaza will use their CA Card or Freedom Plaza Access Card to access the CA library's materials. Residents of Kings Point, Sun Towers (non-members) and Freedom Plaza need not have a Hillsborough County library card but must present picture ID and complete an application for a SCC library card in order to use the CA library's materials. A fee of \$24.00 per year will be charged for the library card effective as of July 1, 2012. *(Amended 5/8/13)*

B. Finances

1. The Community Association will pay from its general funds for all the normal maintenance of the library building, e.g. utilities, maintenance, insurance, custodial care, and the salary, taxes and benefits of the librarian who is a full-time employee.
2. Money raised by the library during the year will be put into an account reserved for the library. Money from this account will be spent "for library purposes only," namely: a. staff salaries; b. reading materials; and c. purchase or rental of equipment and supplies
3. The Community Association Board will be responsible for the accounting of the funds received and expended from the library account.
4. The librarian will sign all invoices pertaining to purchase of supplies and reading materials before presenting to the CA for payment.

6.03 Swimming Pools *(Amended 11/10/04)*

All CA members and authorized residents of Freedom Plaza must display their CA membership card or Freedom Plaza Access Card when accessing the pool area and show their CA membership card to the Attendant, if requested. All Guests must display their Guest Card when accessing the pool area. (Refer to Section 6.05B) *(Added 9/8/10) (Amended 10/12/11)*
(Amended 5/8/13)

A. Pool Hours - Daily

1. Outdoor Pool

Adults 18+

As Posted

Children 3 – 17

11:00 AM to 1:00 PM

3:00 PM to 5:00 PM*

*With exception of Memorial Day, July 4th and Labor Day when Children's hours will be extended to Dusk. *(Amended 5/9/07)*

- a. This pool is intended for socializing and fun. Swimming is permitted, subject to space availability.

- b. The appropriate use of individual aquatic equipment (noodles, personal water exercise equipment – hand weights, belts and kickboards) is permitted. Noodles must be foam only - 3½” solid. Floats/rafts/inflatable noodles are not allowed.
(Amended 7/13/16)

2. Indoor Pool (Amended 7/8/15) (Amended 11/11/15)

Adults 18+		As Posted
Children 3 – 17	(Lane #1)	3:00 PM to 5:00 PM*

* With exception of Memorial Day, July 4th and Labor Day when Children’s hours will be extended to 9:00 P.M. (Amended 5/9/07)

- a. This pool is intended for swimming. The appropriate use of individual aquatic equipment is permitted for swimming.

3. Exercise & Spa Pools

Adults 18+	As Posted
------------	-----------

- a. Exercise Pool is intended for exercise and water walking.
- b. No one under the age of 18 is permitted and swimming is not allowed in these pools.

4. Pool Use Restrictions

Please check posted schedules for pool use restrictions.

B. Health Regulations

1. Showers are required before entering the water.
2. Animals are not permitted. (See Section 6.01.A.12)
3. Food and beverages are permitted four (4) feet from the pool(s) edge. Glass containers of any type are not permitted.
4. Shoulder length hair must be confined by effective means (i.e. cap, rubber band).
5. Individuals with ostomy bags, open sores, bandages, diapers or wounds are not permitted in the pools. (Amended 10/12/11)
6. Walking in the exercise pool shall be in a counter-clockwise direction.
7. Smoking is not permitted anywhere in the Health Center Complex; this includes the outdoor pool area.

C. Safety Regulations

1. NO LIFEGUARDS ON DUTY. ALL BATHERS USE THE POOLS AT THEIR OWN RISK. The “Buddy System” is encouraged at all times.
2. Children 3 – 10 using pools must be supervised at all times by a responsible and physically-able adult and not left unattended. (Amended 9/8/10)
3. Children under three (3), or in diapers, or not toilet trained are not permitted in the pools.
4. Diving and jumping from the edge of any pool is not permitted.
5. Disabled or incapacitated people who arrive with a caregiver shall be accompanied and assisted by their caregiver at all times.

D. Scheduling

Special groups may schedule the Health Center Pools for exclusive use in accordance with established reservation policies.

E. On-Duty Attendant

1. Decisions made by the on-duty attendant regarding the Health Center pool policy and regulations will prevail on all issues including safety, sanitation and decorum.

6.04 Fitness Center *(Added 12/8/04 – Amended (10/12/11))*

All CA members and authorized residents of Freedom Plaza must display their CA membership card or Freedom Plaza Access Card when accessing the Fitness Center and show their CA membership card or Access Card to the Attendant, if requested. All Guests must sign in and show their Guest Card to the Attendant before using the Fitness Center and wear the Guest Card when using the Fitness Center. *(Added 9/8/10) (Amended 10/12/11) (Amended 3/13/13) (Amended 5/8/13)*

A. Fitness Center Hours

1. Adults 18+
6:00 AM to 8:00 PM Daily except Thursday
6:00 AM to 1:00 PM and 2:30 PM to 8:00 PM
on Thursday
2. Closed on designated Community Association holidays.

B. General Rules and Regulations

1. The use of the Fitness Center and its equipment is extended to all Sun City Center Community Association members in good standing and their guests age 18 or older with a valid Guest Card. (Refer to Section 6.05 B). *(Amended 10/12/11)*
2. Talking on cell phones in the Fitness Center is not allowed *(Added 2/10/16)*
3. The use of equipment shall be revoked for failure to abide by the Rules and Regulations and Fitness Center signs posted in the Fitness Center.

C. Health Regulations

1. Animals are not permitted. (See Section 6.01.A.12)
2. Water and sports drinks in plastic containers are permitted. Food and other beverages are not permitted.
3. Individuals with open sores or open wounds are not permitted to use the exercise equipment.
4. Smoking is not permitted anywhere in the Fitness Center.
5. Incontinent users must be appropriately attired with a protective garment. *(Added 8/14/13)*

D. Safety Regulations

1. NO EXERCISE THERAPIST ON DUTY. ALL FITNESS CENTER PARTICIPANTS USE EQUIPMENT AT THEIR OWN RISK. The “Buddy System” is encouraged at all times. Members are encouraged to see their doctor for an appropriate exercise program.
2. Disabled or incapacitated people who arrive with a caregiver shall be accompanied and assisted by their caregiver at all times.

E. Scheduling

Special groups may schedule the Fitness Center for exclusive use in accordance with established reservation policies.

F. On-Duty Attendant

1. Decisions made by the on-duty attendant regarding the Fitness Center policy rules and regulations will prevail on all issues including safety, sanitation and decorum.
2. When the CA office is closed, members may purchase guest cards from the on-duty attendant. (See 605.B.) *(Effective July 1, 2013)*

G. Personal Trainers *(Added 11/16/11)*

CA Members may be accompanied by a personal trainer.

- 1) The personal trainer candidate must be interviewed and approved by the president of the Fitness Committee.
- 2) The candidate must submit current PT certification and insurance documents to the SCCCA office along with a fee schedule. Certification & insurance must be kept current.
- 3) The resident trainee will make the fee payment to the SCCCA office and the CA office will pay the trainer the fee minus the facility charge. The Fitness Committee President will advise the CA office of the facility charges.
- 4) A form 1099 will be issued to the trainer for tax purposes.

H. Physical Therapist *(Added 11/16/11)*

CA Members may be accompanied by a physical therapist for medical reasons during their rehabilitation period. The CA member must purchase a guest card for the therapist and the therapist must sign in with the On-Duty Attendant. *(Amended 6/9/21)*

6.05 GUESTS/VISITORS *(Amended 12/14/11, 2/8/12, 5/8/13, 2/12/14 and 12/11/19)*

A. Definitions:

Guest: Any person 18 years or older who is not a CA member. *(Amended 6/9/21)*

Visitor: A visitor is permitted to tour our facilities and property but cannot participate in any of our affiliated clubs. (No use of any facilities.) *(Amended 6/9/21)*

Renter: Any person who pays (regardless of the form of payment) for the right to occupy any portion of a member's Real property.

B. Guest Cards *(Amended 11/16/11) (Amended 2/8/12) (Amended 5/9/12) (Amended 5/8/13-Effective July 1, 2013) (Amended 12/11/19)*

All Guest Cards must be purchased by the member at the CA office. When the CA office is closed, members may purchase cards at the Fitness Center. Guest Cards may be purchased in advance. Guest Cards must be displayed when accessing or using the facilities.

1. A separate Guest Card is required for each person 18 years of age and older. Children under 18 years of age must be accompanied by a CA member or an adult with a Guest Card.
2. A CA member must purchase a Guest Card permitting a Guest to use the pools, Fitness Center, outdoor facilities during non-club usage, Bingo, Monday Movies and bandstand concerts. Guests can only use outdoor facilities during club hours, if the club's bylaws allow members to have guest do so. *(Amended 2/14/24)*

- a. Guest Cards are dated at the time of issue. They may be purchased for daily use (\$2.00/day) and are date specific. Unused days are not refunded and do not carry over. *(Amended 6/9/21)*
 - b. Guests using a Guest Card cannot join a club. Restrictions to club activities may apply. Guests who are either house guests or visiting relatives of the CA member may participate in a club activity at the discretion of the club *(Amended 6/9/21) & (4/13/22)*
 - c. A member may purchase a guest card for a guest for up to 30 days per calendar year. Each individual guest cannot exceed thirty (30) days per calendar year *(Amended 2/14/24)*
 - d. Hillsborough County Firemen and Police Officers assigned to their respective Sun City Center Stations are permitted to use our Fitness Center and Swimming Pools on a space available basis.
- C. Renter Cards:** Renter cards (long and short term) will be issued upon payment by owner of applicable dues/fees) for use by renter at the specific address throughout a calendar year. The owner must pay dues/fees equal to the largest number of renter occupants at any one time during the year so that each renter is eligible to receive a picture card for presentation to use facilities. *(Amended 9/12/18)*
1. Short Term Renter cards are issued to renters who are residing in the CA for less than four (4) consecutive months. All renters will need to bring in a copy of their lease and driver's license or state issued photo ID to the CA office and obtain a blue renter card with a photo. They have full usage of all CA facilities including membership in all clubs, at the discretion of the club, and where space is available. They do not have CA voting privileges. *(Amended 1/9/19)*
 2. Renters leasing for over four (4) months must become CA members while renting in the Sun City Community Association. After payment of dues, a membership card with photo will be issued. The owners' membership will be voided to prevent duplicate voting from an address. Membership will expire at the termination of their lease term; at which time the owners' membership will be reinstated provided the appropriate dues have been paid. *(Amended 11/16/11)*
- D. Guests Private Parties:** All guests are welcome to attend any social function to which they may be invited by a member who has engaged any of the CA facilities for such a private party. The number of guests will not be limited under such circumstances except subject to room capacity. (See 6.01 B8)
- E. Guest Club Fees:** Under the regulations and fees outlined above, certain club fees or rules may apply. Notification of any such charges or rules must be given to the CA Board.
- F. Bingo:** CA members playing Bingo must display their CA membership card. Freedom Plaza residents must also display their access card when playing Bingo. *(Amended 6/9/21)* Kings Point members must display their KP membership card and can play Bingo on a reciprocal basis. A Kings Point usage card is not required. *(Amended 2/8/23)*
- G. Monday Movies:** CA members attending Monday Movies must display their CA membership card. Freedom Plaza residents must also display their access card when attending the movies. *(Added 6/9/21)* Kings Point members with Usage Card are allowed to attend. *Amended 1/11/23)*

H. Kings Point Club Usage Fee: Kings Point members may access CA Clubs subject to space availability and at the club's discretion for an annual fee of \$30.00 per person retroactive to January 1, 2023. (A \$95.00 reimbursement will be given to the current card holders.) This fee does not apply to tax-exempt 501(c)(3) organizations and National organizations. *(Amended 3/8/23)*

1. This fee shall be paid annually. The annual club usage card is good for the year purchased in.
2. There is no proration of the annual fee, if purchased after January.
3. There are no refunds.
4. Usage cards available to purchase in CA office only and must present Kings Point badge to purchase.
5. Only one (1) usage card per person will be issued. *(Amended 3/8/23)*
 - a. If card is lost, there will be a \$10.00 replacement charge.
6. Use of the Fitness Center, Library or Pools with this usage card is not allowed. The card will be taken and reported to the Board for review and possible loss of privileges.
7. Using club facilities without a usage card may result in loss of privileges to the club.
8. Kings Point members must have a usage card to become a member of a CA affiliated club.
9. If a Kings Point member is asked to leave a club in order to add a SCCCA member due to space availability, the fee may be refunded on a case-by-case basis by the CLD, if less than four months usage. *(Section H. added 12/11/19)*
10. Dance cards will no longer be issued as the KP club usage card will take its place. For calendar year 2023, previously issued dance cards can be exchanged for a KP club usage card. No refunds will be issued. *(Amended 3/8/23).*

I. Dance Card: Deleted 3/8/23 since the KP club usage card will take its place.

Appendix 6.01 A



**Sun City Center Community Association, Inc.
1009 N. Pebble Beach Blvd.
Sun City Center, FL 33573
(813) 633-3500**

SUN CITY CENTER COMMUNITY ASSOCIATION

POLITICAL EVENT AGREEMENT

The Sun City Center Community Association is a 501(c)(3) organization, as such it cannot sponsor in any manner of form or support a political position for or against a candidate, political party, or event. An individual member may rent a Community Association facility for political purposes, but must be done at the same charge as to any other user for the facility. The Community Association Policy must be adhered to as described below. A rental contract also must be signed. The Renter must also sign the POLITICAL EVENT AGREEMENT.

6.01 A.d. CA members may rent, on a space available and signed contract basis, CA facilities for electioneering/campaigning activities by paying in advance the non-re-fundable rental fees and security deposits (fair market value) established in Policy 6.01.D.1. Rents will be collected for all days of the rental period. The contract will specify the days and times of the rental. No CA member or affiliated club will be normally displaced from a scheduled event without their permission.

- i. All requests by members to rent CA facilities must be submitted to the Community Association Manager no more than thirty (30) days in advance for initial processing or, in his/her absence, to the Association President or Vice President for processing and approval.
- ii. No advertisements for the Event can in any way imply that the Association is hosting or sponsoring the Event, or in any way endorses any political candidate for office.
- iii. Prior to the event no political signs may be placed on or literature distributed on CA property. All signs must be removed at the conclusion of the event. Signs may be displayed in the rented room and literature may be distributed during the event. Sales of items will be allowed if the appropriate fees are paid by the vendors.
- iv. No ticket distributions for the event will be made from a CA facility.
- v. The CA member renting the facility space will assume all responsibility for any damages to CA property.
- vi. Standard Set up/Take down fees as noted in Policy 6.01 D.1. will apply. Additional CA labor utilized for the Event will be charged to the renter. Reconfigurations of the facilities, if approved, will be subject to charges for CA labor.

Appendix 6.01 A

vii. The agreement for the use of the facility may be terminated if any announcement, advertising, or other communication for the Event misstates in any way the CA's involvement with the Event or any political candidate appearing, or in the opinion of the President or Vice President or on the advice of Association Counsel, the Event may put the Association's IRC 501(c) (3) tax exempt status at risk.

viii. Rentals will be subject to Hillsborough County Fire Department capacity and CA must approve room layout provisions. The member renting the facility will be held responsible for any capacity or layout violations.

The parties hereby agree that this document contains the Understanding between the parties and this Understanding shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

As to the Sun City Center Community Association, Inc. this _____ day of _____, 20____.

SUN CITY CENTER COMMUNITY ASSOCIATION:

Sign: _____ Sun City Center Community Association, Inc.

Date: _____

As to Renter, this _____ day of _____

RENTER:

Sign: _____ Date: _____

Print: _____

SUN CITY CENTER COMMUNITY ASSOCIATION, INC.
ASSOCIATION PROPERTY USE AGREEMENT

THIS USE AGREEMENT dated _____, 20____, is made by and between Sun City Center Community Association, Inc. (hereinafter "Sun City Center" or the "Association") and _____ (hereinafter "Applicant").

RECITALS

A. Association owns and controls the "Rental Area":

B. Applicant desires to use the Rental Area to host a party, gathering, or other social, recreational, or business event (hereinafter "Event") as follows:

Date(s): _____

Time: Beginning: _____ End: _____

Nature/Details Regarding the Event: _____

Number of guests: _____

C. ☐ The Applicant Requests that the Association provide the items listed in the attached Exhibit "A" for use during the Event and sets the items up in accordance with set up instructions also set forth in Exhibit "A" in consideration of the Room Set-Up fee stated below.

D. Association agrees to allow Applicant to use the Rental Area for the Event under the terms and conditions-of this Use Agreement. •

NOW, TIHEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The recitals above are true and correct.

2. Rent. Applicant shall pay to Association rent in the sum of \$._____ for use of the Rental Area for the Event described. Payment shall be made immediately upon the signing of this Use Agreement by Applicant.

3. Room Set Up. If the Applicant requests the Association to provide the items as set forth in Exhibit "A", the Association will attempt to provide those requested items and set them up in accordance with the set up instruction also set forth in Exhibit "A" to the extent practical. Applicant agrees to pay Association a Room Set-Up Fee in the amount of \$_____ in consideration of the Association attempting to provide the items as set forth in Exhibit "A." The Association will endeavor to meet the Applicants request for items and set up as stated in Exhibit "A", however the Association is under no obligation, contractual, legal or otherwise to provide the items listed in Exhibit "A" or set up the Event Area as set forth in Exhibit "A." If the Association cannot provide an item requested or set the Event Area up as requested by Applicant, the

Association shall inform Applicant of the same prior to the start time of the Event and shall return to Applicant a pro-rata amount of the Room Set-Up fee stated above. The parties agree that the amount of the returned Room Set-Up Fee to Applicant shall be in the sole and absolute discretion of the Association.

3. Term. The term of this Agreement shall be from the day and time that Applicant executes this Agreement until such time as Applicant fulfills his or her obligations pursuant to this Agreement.

4. Compliance. Applicant agrees to abide by the Rules and Regulations and agrees to be responsible for Applicant's guest(s)', invitee(s)', and licensee(s)' compliance with Rules and Regulations attached hereto as Exhibit "B." In addition, by signing below, Applicant agrees to be bound by the terms and conditions set forth in this Use Agreement, and agrees to be responsible for Applicant's guest(s)', invitee(s)', or licensee(s)', compliance with this Use Agreement, which is contractual in nature and not a mere recital. Applicant, as well as Applicant's guest(s), invitee(s), or licensee(s) shall comply with all Federal, State and local laws and ordinances while in the Event Area or on Association property.

5. Use of Property. Applicant agrees that the Event Area is to be used for the purpose described above and for no other purpose without the prior written consent of the Association. Applicant shall not use the Event Area for any unlawful purpose or so as to constitute a nuisance.

6. Indemnification. In consideration for the use of the Event, Applicant expressly agrees that Applicant shall assume all risks and liability associated with the use of the Event Area and Association real or personal Property by Applicant and Applicant's guest(s), invitee(s), licensee(s) or trespasser(s). Applicant hereby releases and shall hold harmless and indemnify the Association, its employees, officers, directors, members, managers, agents and management (hereinafter "**Indemnitees**") from any damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons whether employees of the Association or otherwise, and to all property, including loss of use thereof, caused by, resulting from, arising out of or occurring in connection with the Applicant's or Applicant's guests', invitees', licensees' or trespassers' use of the Event Area of Association property and facilities, and all damage, direct or indirect, of whatsoever nature, resulting from the use of the Event Area of Association property or facilities related to the Event. If any person shall make a claim for any damage or injury, including but not limited to, death resulting therefrom, as herein described, whether such claim is based upon the alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty, administrative regulation, whether non-delegable or otherwise, or obligation on the part of an Indemnatee or its agents, or otherwise, Applicant agrees to indemnify and save such Indemnatee harmless from and against all losses and liabilities, expenses, and other detriments of every nature and description, including, but not limited to, attorneys' fees, to which the Indemnatee may be subjected by reason of any act or omission of Applicant or any of Applicant's guest(s), invitee(s), licensee(s) or trespasser(s). Applicant agrees to assume on behalf of the Association the defense through counsel of any action at law or equity which may be brought against any of such parties upon such claim pursuant to the provisions hereof and to pay on behalf of same upon demand the amount of any judgment which may be entered against any such parties in any such action. The obligation under this paragraph shall be continuing and shall not be diminished or terminated for any reason whatsoever, including, but not limited to, the refund of any deposit to Applicant by the Association.

7. Security Deposit. A security deposit of \$_____ shall be charged to Applicant for use of the Event Area. This refundable deposit shall be returned by the Association to Applicant upon the Association's community manager's confirmation that the Event Area has been cleaned and restored to its original condition prior to Applicant's use of the Event Area. If the Association discovers any damage to the Event Area, Association real or personal property or items provided as set forth in Exhibit "B" hereto, the Association incurs any other expense related to the Event, or the Applicant fails to comply with the Rules and Regulations attached hereto as Exhibit "A", a deduction from the security deposit will be made. The refund of a deposit or a portion of a deposit to Applicant shall not constitute a waiver or admission of any kind by the Association.

8. Cancellation. Association can deny Applicant's request to use the Event Area for any reason or for no reason at all. Association can cancel Applicant's request to use the Rental Area at any time, for any reason or

- no reason at all. If Association denies Applicant's request or cancels Applicant's request, Association shall not be liable for any damages resulting from the denial or cancellation. Association will provide notice of denial or cancellation by written letter mailed to Applicant's last known address on file with the Association. In the event Association cancels the Applicant's request to use the Rental Area without cause prior to the event, Association shall return any rent paid or security deposit paid to the Applicant within thirty (30) days from the date of the Association's written cancellation of the Applicant's request to use the Rental Area.

9. Damage and Repairs. Applicant stipulates and agrees that, should the Association incur any expense in excess of the security deposit for damages caused by Applicant or Applicant's guest(s) invitee(s), licensee(s) or trespasser(s) to the Event Area, items listed in Exhibit "B" or Association real or personal property, Applicant shall be responsible to pay said monies to the Association within ten (10) days of a receipt of an invoice from the Association for said expenses. If Applicant fails to pay, Applicant shall be indebted to Association and shall promptly reimburse, defend and indemnify Association against all liability, loss, cost and expense arising from Event. Such indebtedness shall bear interest at the maximum contract rate allowed by law from the date payment is made by the Association until paid in full. Applicant specifically agrees to restore the Event Area, including any facilities related thereto, to their original condition following Applicant's use of the Event Area.

10. Default. If Applicant defaults under the terms and conditions of this Agreement, violates the Rules and Regulations, fails to comply with all Federal, State and local laws and ordinances, or damages (in any way) the Event Area or Association real or personal property, Association may immediately terminate Applicant's right to use the Event Area. Applicant and Applicant's guest(s), invitee(s), licensee(s) or trespasser(s) must vacate the Clubhouse and leave the property in good condition and repair. Termination under this paragraph shall not relieve Applicant from payment of any sum then due to Association or from any claim for damages previously accrued or then accruing against Applicant.

11. Review by Counsel. Applicant agrees and acknowledges that Applicant was afforded an opportunity to have this Use Agreement reviewed by counsel of Applicant's choosing prior to executing.

12. Miscellaneous. In the event that any provision of this Agreement is deemed to be invalid for any reason whatsoever, the balance of this Agreement shall remain in full force and effect.

13. Disputes. In the event that legal action of any kind is required to enforce this Use Agreement or to recover damages related to the breach of this Use Agreement, including appellate proceedings or bankruptcy, the prevailing party in such legal action shall be entitled to judgment against the non-prevailing party for the prevailing party's reasonable attorneys' fees and costs. In the event that any provision of this Use Agreement is deemed to be invalid for any reason whatsoever, the balance of this agreement shall remain in full force and effect.

APPLICANT

DATE: _____

SIGN: _____
Print Name: _____

SUN CITY CENTER COMMUNITY ASSOCIATION, INC.

SIGN: _____
Print Name: _____
Title: _____

DEPOSIT RECEIVED BY: _____ DATE: _____

DEPOSIT RETURNED (amount) _____ DATE: _____

*The applicant is not affiliated with, endorsed by, funded by, approved by,
or in any way related to the Sun City Center Community Association, Inc.*

Appendix 6.01 C



**Sun City Center Community Association
Etiquette Violation Form
Submit this form to the Community Manager**

*Please submit this form to the SCC CA Office Desk (or)
(If you wish to use e-mail to submit this form, please duplicate the format in your e-mail.)*

Please mark appropriate Box:

() Staff () Director () Member () Guest () Renter

Name: _____ CA number if member _____
Please print Name Here

Phone Number: _____ E-mail Address: _____

If Guest, Guest Name: _____

Location of Violation: _____ Date and Time of Violation: _____

Any Witness(es) to this Violation: Please PRINT names below and identify if Staff or Director:

Please attempt to clarify this Violation:

In the space below, please describe what led up to the violation and what actions were taken at the site. List any action taken since the Violation. **You may attach a separate sheet if needed.

EXHIBIT "A"

REQUESTED ITEMS / ROOM SET-UP

EXHIBIT "B"

RULES AND REGULATIONS