

**REUNION EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**SPECIAL EVENTS POLICY**

Adopted

February 21, 2019

## I. INTRODUCTION:

The Board of Supervisors (the “**Board**”) of the Reunion East Community Development District (the “**CDD**” or “**District**”) has implemented a uniform policy and schedule for Special Events requested to be held on District Property (as defined in Exhibit A).

“**Special Event**” shall mean any preplanned meeting, activity, or gathering of a group of twenty 20 or more persons, but not greater than the Event Capacity indicated on Exhibit A, having a common purpose on District Property which special event inhibits the usual flow of pedestrian travel or which occupies any District Property or public place so as to preempt use of space by CDD residents, CDD landowners, non-resident user fee payers and their guests or which deviates from the established use of space or building.

“**District Property**” is defined for purposes of this policy as the District-owned or maintained real and personal property listed on Exhibit A.

Please note that the District does not own all of the real and personal property contained within the District’s boundaries (e.g., private commercial and retail property) and the permits provided for herein are for the use of the District Property only.

## II. GENERAL INFORMATION:

The District is a special purpose government. Special Events are important to our community; they bring interest and excitement to the District and enhance our quality of life. The District is happy to assist organizations and groups in providing quality Special Events, while balancing the interests of the landowners and residents of the CDD and promoting public health, safety and welfare. The District has implemented this Special Event Policy (this “**Policy**”) and has duly adopted a Rule establishing a rate/deposit schedule for Special Events.

## III. PURPOSE OF A SPECIAL EVENT POLICY:

The District understands the attractive nature of use of the District Property for Special Events and programs and has established this Policy for the consideration and permitting of Special Events . Such consideration is handled through the production and submittal of an “**Event Use Application**” (form attached hereto as **Exhibit “B”**, the terms of which are incorporated herein by this reference) in order to ensure that activities and events proposed are in conformance with this Policy, applicable legal requirements, and are not detrimental to public health, safety or welfare. This Policy applies to Special Events with attendance of twenty (20) or more persons, but not greater than the Event Capacity. Proposed Special Events with attendance less than twenty (20) person is not required to have a Special Event Permit and Special Events with attendance greater than the Event Capacity are not allowed. The form of the Event Use Application may be modified by the District from time to time. Event Use Applications may only be filed with the District by District residents, District Landowners and non-resident user fee payers. The District resident, District landowner, or non-resident user fee payer filing an Event Use Application are hereinafter collectively referred to as the “**Applicant**.”

#### IV. AUTHORITY:

The District has adopted this Policy to issue permits (each, an “**Event Use Permit**”) pursuant to the guidelines described herein for the use of specified areas of the District Property (the “**Site**”) and to provide the District Manager with authority to approve Event Use Applications or deny Applications that do not meet the requirements of this Policy. This Policy may be amended, rescinded or otherwise revised, in whole or part, by the District from time to time after applicable notice and hearing, provided that ministerial changes (e.g., those to correct typographical errors) may be made at any time.

#### V. REQUIREMENTS FOR USE OF DISTRICT PROPERTY AND APPLICATION PROCESS:

1. For each proposed Special Event, an Event Use Application must be completed and submitted to the District Manager at the District office, which is currently located at:

Reunion East Community Development District  
135 West Central Boulevard  
Suite 320  
Orlando, Florida 32801  
Telephone: 407-841-5524  
Email: [gflint@gmscfl.com](mailto:gflint@gmscfl.com)

2. Event Use Applications must be filed not more than one hundred eighty (180) days before and not less than fourteen (14) days before the date and time at which the proposed Special Event is intended to occur; provided, however, that for good cause shown, the District may waive the maximum and minimum filing periods and may accept an Event Use Application filed within a longer or shorter period.

3. Each Event Use Applications shall be accompanied by cash or check(s) for an “**Event Deposit**,” which Event Deposit shall be paid in the applicable amount set forth below and handled pursuant to this Policy:

A. Rate/Deposit Schedule:

<u>Estimated No. of Attendees</u>	<u>Cost</u>
< 20	NA
21 - 30	\$100.00
30 - 45	\$150.00
46+	Not Permitted

B. Upon request, the District will provide an invoice or other notice of the required Event Deposit to the Applicants.

C. If the District determines, in its sole discretion, that the Event Use Application requires additional engineering, legal or other professional staff review, the Applicant shall reimburse the District for the actual costs the District incurs for such professional services.

D. For any Special Event that is not approved, the Event Deposit shall be refunded to the Applicant. The Event Deposit shall secure the obligations of the Applicant under this Policy, including, but not limited to, Paragraphs 3(C) and 10 hereof. The Event Deposit will be retained by the District Manager until such time as all the District's costs pursuant to this Policy for which the Applicant is obligated to reimburse or pay have been satisfied. If the Applicant does not pay such cost within fourteen (14) days after the District has billed the Applicant for the cost thereof, which bill shall include an itemized statement as to the costs incurred by the District, the District shall apply the Event Deposit to said costs and remit any remainder to the Applicant. If the Event Deposit is insufficient to pay such cost, the District may seek any remedy against the Applicant available at law or equity, including referring the matter to the District Attorney or third party collection agency, and the Applicant shall reimburse and be responsible for such additional attorneys' or collections agents' cost and fees. Failure to pay such fees and cost may prohibit the Applicant or its affiliate from applying for, or holding, any future Special Events at the District.

4. Applicant must attend the Special Event and be at the Site for the duration of the Special Event. The Applicant must have a copy of the approved Event Use Permit and a photo ID.

5. All Events shall be confined to the Site reserved for such event. If proposed Special Event will impact properties beyond the Site, the District Manager shall deny the Application. Upon such denial, the Applicant may resubmit its Application with required revisions or appeal the District Manager's decision to the Board.

5. No advertising or distribution of flyers, brochures, or posters regarding the Special Event as it pertains to the District Property is allowed.

6. Special Events shall be suitable for all ages and shall not discriminate against participants or observers as to race, color, religion, sex, national origin, age, disability, marital or veteran status.

7. No alcohol may be sold or served on any District Property at any time.

8. Other than as provided herein, the Special Event may not include the sales of any goods or services on any District Property unless the Applicant is a non-profit entity organized and in good standing under Section 501(c)(3) of the United States Internal Revenue Code (or similar non-taxable provisions of the said code) and the sales must be incidental to the purpose of the Special Event. Evidence satisfactory to the District of such organization and good standing must be submitted with the Event Use Application.

9. Applicants may not charge an entrance fee or other fee for access to, or for use of, the District Property.

10. The Applicant assumes all responsibility for event setup, cleanup, and any other necessary tasks described herein or associated with its Special Event, including but not limited to security/sheriff services, emergency services.

11. The District shall determine the allowed time of the Special Event as may be appropriate for the event and the surrounding neighborhood(s) and businesses. However, Special Events may not last longer than four (4) hours and under no circumstance shall events scheduled on Sunday through Thursday operate past 10:00 PM, and on Friday and Saturday, operate past 11:00 PM.

12. The Applicant may be responsible for providing the District with appropriate certificate(s) of insurance. The District reserves the right to determine the limits and/or coverages for insurance.

13. All Special Events shall comply with applicable law, including the Osceola County Code and the laws of the State of Florida and the United States of America, including, but not limited to any and all regulations imposed under the American's with Disability Act. However, nothing herein shall require the District to enforce same.

14. An indemnification and/or hold harmless agreement with the District must be signed on or with the Event Use Application.

## **VI. APPLICATION REVIEW PROCESS:**

All Event Use Applications will be reviewed by the District Manager, who has the authority to approve complete Event Use Applications and issue Event Use Permits for such uses. At the District Managers discretion, the District Manager may refer any Event Use Applications to the Board for review at the next regularly-scheduled Board meeting. The District may, after due consideration for the date, time, place and nature of the proposed Special Event, the anticipated number of participants and the necessity for County and/or District services which will be required in connection therewith, elect to reject, approve, or conditionally approval the Event Use Application.

## **VII. OTHER SPECIAL EVENT POLICY ELEMENTS:**

1. Conditional Approvals; Additional Restrictions. The District may impose reasonable additional conditions, restrictions, or limitations as part of its approval of an Event Use Application based on the specifics of the proposed Special Event as it pertains to the District Property.

2. Revocation of Approval or Permit. An approved Event Use Application may be revoked at any time if the District or the District Manager feels there is a danger to District Property or other health, safety, or general welfare of the public; for violations of the District's rules or policies by the Applicant or the Applicant's representatives; or the default of any conditions of the Event Use Permit. Such termination shall not relieve the Applicant of its

obligations under this Policy, the Event Use Application or the Event Use Permit (or the conditions contained in any), including the cleaning, maintenance and repair of the Site, nor shall such termination prevent the District from conducting such actions and applying the Applicant's Deposit to cover the cost of same.

3. Termination of Events. All Applicants must understand that at any time during the Special Event, the Osceola County Sheriff and/or Department of Fire Rescue or other County officials, Reunion Security, or any other official having jurisdiction over the Special Event, may order termination of the Special Event if it is in violation of any law or ordinance, or if it endangers any person, participant or spectator, or if it threatens the peace and dignity of the community, or if it creates unmanageable problems for public safety officials whereby the proper execution of their duties are endangered. Such termination shall not relieve the Applicant of its obligations under this Policy, the Event Use Application or the Event Use Permit (or the conditions contained in any), including the cleaning, maintenance and repair of the Site, nor shall such termination prevent the District from conducting such actions and applying the Applicant's Deposit to cover the cost of same.

4. Substance of Events. The District's approval, conditional approval, or disapproval of any Special Event in no way is a reflection of the District's or the Board's approval or disapproval of the conduct or basis of or for such event.

**EXHIBIT A**

District Property and Capacities

Site	Legal Capacity	Event Capacity
Heritage Crossing Pool A	42	30
Heritage Crossing Pool B	45	30
Homestead Pool	68	45
Carriage Point Pool	37	25
Terraces Pool	45	30
Terraces Pavilion	25	25

**EXHIBIT B**

**REUNION EAST CDD EVENT USE APPLICATION**

The CDD may, after due consideration for the date, time, place, and nature of the event/program, the anticipated number of participants and the necessity for the CDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions and requirements of the CDD's Special Event Policy are incorporated into this Application.

**PLEASE TYPE OR PRINT IN INK**

Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person (name and title): \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Date of event/program: \_\_\_\_\_ TIMES—Start: \_\_\_\_\_ End: \_\_\_\_\_

Nature of event/program (including the type(s) of activities which will occur during its conduct): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of people expected to attend: \_\_\_\_\_  
\_\_\_\_\_

Site to be reserved: \_\_\_\_\_  
\_\_\_\_\_

Setup will begin at said Site at approximately (time) \_\_\_\_\_ and will be completed at (time) \_\_\_\_\_

People will begin arriving at said Site at approximately (time) \_\_\_\_\_ and will be dispersed at (time) \_\_\_\_\_

Equipment and apparatus proposed to be utilized in connection with the event/program (i.e., tables, sound system, props): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provider or description of debris and trash removal: \_\_\_\_\_

Will any goods or services be sold? \_\_\_\_ If yes, describe: \_\_\_\_\_

**FEES:** Applicant had included with this Application, the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CDD Special Event Policy.

**AGREEMENT:** By submission of this Event Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CDD Special Event Policy, and agrees to abide by such policy.

**Signed by Applicant:**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Insert name of organization, if applicable)

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_



## SPECIAL EVENT AGREEMENT

Reunion East Community Development District, a Florida community development district (“CDD”) hereby grants permission to the applicant (“Applicant”) named on the attached EVENT USE APPLICATION (the “Application”) to use the area described on the Application (the “Site”) on the date and during the time specified on the Application and for the purpose specified on the Application (the “Special Event”), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein. The terms, conditions and requirements of the CDD’s Special Event Policy are incorporated into this Agreement; **Applicant acknowledges that it has received a copy of the CDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CDD Special Event Policy.**

1. General Compliance: The CDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other policies, statutes and regulations applicable to Applicant.
2. Right to Terminate: The CDD reserves the right to, immediately and without notice, terminate the Special Event if there shall be any violation of the terms, conditions or provisions of this AGREEMENT, or, if in the judgment of CDD or Osceola County, there is a reasonable likelihood that continuation of the Special Event will put life or property at risk of injury or damage.
3. Indemnification: Applicant shall indemnify, defend and hold harmless the CDD and the officers, supervisors, agents, employees and assigns of the CDD from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, “Applicant’s Representatives”) including, without limitation, any failure of Applicant or Applicant’s Representatives to comply with the terms, conditions and/or provisions of this AGREEMENT.
4. Sovereign Immunity: Nothing herein shall cause or be construed as a waiver of the CDD’s sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. Compliance with Law: Applicant shall comply, and cause all of Applicant’s Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's and Applicant’s Representatives use of the Site.
6. Damage to Property: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant’s Representatives. CDD shall not be responsible for any injury or damage to Applicant or Applicant’s Representatives or their respective property. The CDD shall send an invoice to the Applicant following the Special Event and Applicant shall make payment to the CDD within fourteen (14) days of the Special Event.
7. “As Is” Condition: Applicant accepts the use of the Site in its “as is condition.” The CDD shall have no obligation to make any changes thereto. The CDD shall have no obligation to provide any utilities to the Site. Applicant has inspected the Site prior to filing its Application and is aware of the Site's current condition.
8. Rules and Regulations: Applicant and Applicant’s Representatives shall comply with the CDD’s Special Event Policy, as well as the following requirements:

- a) Neither Applicant nor Applicant’s Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CDD by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
  - b) No materials or items shall be affixed to any portion of the Site or any facilities or improvements located thereon so as to cause damage thereto.
  - c) Applicant shall remove all trash and other property of Applicant from the Site and shall return the Site to the condition that existed prior to Applicant's use of the Site.
  - d) Applicant and Applicant’s Representatives shall comply with any additional Rules and Regulations attached hereto.
9. Right to Use Only: This AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant’s Representatives the right to use the Site as and when provided above.
10. Other Conditions. Depending upon the nature of the Special Event and the Site, the CDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Site:
- a) Certificate of Insurance (form, type, limits and coverage approved by CDD) with respect to the Site and the Special Event;
  - b) Security appropriate for the Special Event and Site;
  - c) Additional deposit to cover clean up/repair costs; and/or
  - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CDD during the Special Event; and/or
  - e) Such other conditions or limitations reasonably related to mitigating impacts to the Site because of the Special Event.

**Signed by Applicant:**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Approved by:**

**REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_