

**BELLAGIO
COMMUNITY DEVELOPMENT DISTRICT**

ARAGON CLUB RULES AND REGULATIONS

Amended November 5, 2018 (Resolution 2019-01)

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

HOURS OF OPERATION

CLUB FACILITY	HOURS
CLUB HOUSE	Monday - Friday: 8:00 am to 8:00 pm* Saturday - Sunday 10:00 am to 8:00 pm*
FITNESS CENTER	Monday - Friday: 6:00 am to 11:00 pm * Saturday - Sunday: 6:00 am to 11:00 pm*
POOL	Monday - Friday: 8:00 am to Sunset* Saturday - Sunday 10:00 am to Sunset*
	*Hours subject to change by District Manager

CLUB DUES, FEES AND CHARGES

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB DUES – Residents ⁽¹⁾	*\$1,338.09
ANNUAL MEMBER CLUB DUES – Non-Residents	*\$1,324.71
SUPPLEMENTAL MEMBER ANNUAL FEE	\$150.00
GUEST PASS FEE	\$10.00
PERSONAL TRAINER FEE	\$10.00
LEASE APPLICATION PROCESSING FEE	\$50.00
MEMBERSHIP CARD REPLACEMENT FEE	\$10.00
ADDITIONAL MEMBERSHIP CARDS (per Section 1.8 of Club Rules)	\$40.00
LATE PAYMENT FEES	\$25.00 PER MONTH

* Annual Member club Dues are calculated on a fiscal year basis based on the District’s fiscal year, which runs from October 1st through September 30th of the following year. For the period of April 7, 2016 through September 30, 2016, an Annual Club Membership for Annual Members may be purchased on a prorated basis for such period for \$662.36 for non-residents, based on the schedule above.

⁽¹⁾ Residents fees are levied annually on the Miami-Dade County tax bill. One member per unit, it does not include tenants or the member will have to assign his/her membership to the tenant.

FACILITY RENTAL FEES AND DEPOSITS REQUIRED FOR RENTAL

MULTI-PURPOSE ROOM-

The multi-purpose room is available for rental for all types of events, subject to the approval of the Club Manager and in accordance with the Aragon Club Rules and Regulations. No other club amenities/areas are included in the multi-purpose room rental.

OUTDOOR TERRACE:

The outdoor terrace area immediately adjacent to the multi-purpose room is available for rental only in conjunction with the rental of the multi-purpose room. The rental of the multi-purpose room and the outdoor terrace does not include the pool area and no one attending the event shall enter the pool area or use the pool area as part of the event.

The District Manager has the authority and discretion to set the schedule of non-refundable fees and refundable deposits of the multi-purpose room rental, including the outdoor terrace. Such fees and deposits are in accordance with the dates and times of the rental of the multi-purpose room, including the outdoor terrace. The costs of the use of the multi-purpose room, including the outdoor terrace, shall include but are not limited to, cleaning, staff attendance and security guards. The District Manager has the authority and discretion to require the Renter to hire an off-duty law enforcement officer. The Club Manager shall provide the schedule of fees and deposits to rent the multi-purpose room, including the outdoor terrace, upon request.

DEPOSIT REQUIREMENT: A deposit is required in advance for all rentals of the Club Facilities. The deposit shall be paid by the Renter in the form of check or money order together with a copy of the Renter's driver's license. In the event that the Renter does not cancel the reservation within ten (10) days prior to the event (or such other date reasonably determined by the Club Manager for reservations made within fifteen (15) days of the event), the Club will retain the full amount of the deposit as liquidated damages. If the Club Facility after the event and the inspection by the Club Manager (or its representative attendant) is in good order (e.g., there is no damage to walls, area, or equipment, the Club Facility is clean (including the removal and proper disposal of all party balloons, strings, trash, etc.), and the Club Facility is restored to the condition existing prior to the function), then the full amount of the deposit shall be refunded. If any damage is found, or if janitorial services or staff time are required to clean or restore the Club Facility, 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, with any remaining deposit refunded (provided that if the deposit is not sufficient to pay such

costs and expenses in full, renter shall remain liable to pay the District the balance of such costs and expenses).

FITNESS CENTER-

May NOT be rented for private functions.

ADDITIONAL REGULATIONS:

1. **Limited Time to Rent:** Reservations can be made no more than 90 days in advance.
2. **Fees include:** Fees are just for the area being rented, they do not include chairs, tables, or set-up fees.
3. **Inspections:** Inspections are performed within 24-hours after the end of your event by Clubhouse Manager, or designee. It is not required to call District and ask for status of inspection.
4. **Deposits:** If a deposit is made by check or money order, the Club Manager may cash such check or money order before the event or hold such check or money order pending the event. If the Club Manager holds the deposit check or money order, and no costs and expenses are chargeable against the deposit, then the check or money order will be voided and will be returned to the renter via by mail. If Club Manager holds the deposit check or money order and costs and expenses are chargeable against the deposit, the Club Manager may cash the deposit and refund any amount due renter by the District check via mail.
5. **Janitorial:** Renter is responsible for full clean up of area rented, this includes the removal and proper disposal of all decorations, balloons and trash, and the cleaning of floors, kitchen area, , etc. If the Club Manager determines that additional janitorial services are required beyond that which is covered by the rental fee in order to put the Club Facility back to the same condition prior to the event, the costs of such additional janitorial services will be charged to the renter and chargeable against the deposit.
6. **Time Slots:** Rental of any area must fit within one of the time frames (“Rental Times”) provided by the Club Manager. Only one (1) event will be reserved per day.

**RULES OF USE FOR THE CLUB
AREAS RENTALS**

I. GENERAL RULES.

A. The Aragon Club Facility rental areas (the “Club Areas”)* are available to the public upon application and acceptance by the Club Manager. For official meetings and official functions of the Aragon Community Homeowners Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area

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 through the Club Manager. Reservation requests shall be accepted on a first-come, first-served basis. Requests shall be noted and filed by the Club

Manager and marked on a calendar maintained by the Club Manager. 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 ten (10) days prior to the event date and time. Cancellations received less than ten (10) 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 applicant for the event.

E. The Renter agrees to be personally in attendance during the reserved hours. Only the approved Renter reserving the Club Area may gain access to the Club Area, no more than one (1) hour before the event. Approved Renter may gain access to the Club Area by using their swipe cards. 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, the furniture, furnishings and equipment, and adjacent premises, including the parking lot, as a result of the Club Area use and for the proper conduct of guests or other persons employed or otherwise 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 shall inspect the Area with a prepared checklist. The same checklist will be used to re-inspect the Area after the event. If the Club Area is in its original condition and there are no other charges or violations of the Club Rules or Regulations or these rules and regulations, the security deposit shall be refunded. If the Club Area is not in its original condition or there are other charges, damages or loss sustained, those costs and charges will be deducted from the security deposit. If there are violations of the aforementioned, the security deposit will be withheld until after a 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 and, at the conclusion of the event, all furniture and furnishings must be returned to the same position and in their original condition as prior to the event.

I. All events shall be confined to the Club Area reserved. However, use of nearby restroom facilities is permitted. Renters must advise their guests of Club Rules and Regulations, the 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 City of Hialeah, Miami-Dade County, 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.

L. Smoking is prohibited. . 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 Club Area's 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 sprinklers, ceilings, lights or wallpaper and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage are not permitted to be used to attach decoration or other items to the walls, doors, door trim, windows, furniture or any other surfaces in the Club Area.

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 condition of the Club Area and adjacent premises prior to the function. Nothing should be left in the refrigerator and the garbage disposal must be empty. The Club Area must be cleaned and restored to its pre-event condition by the Renter by the end of the scheduled event. Arrangements must be made with the Club Manager concerning delivery and removal of any rented tables, chairs, or catering items if unable to be picked up by the rental company immediately following the function or the closure of the Club. Deliveries and removal of food, tables, musical equipment, or caterers providing service, will be permitted during certain hours as set by the

Club Manager in advance of the event. Renter must be present to meet with the rental or service companies for delivery or pick up.

P. The District, District Manager and Club Manager and their agents will not be responsible for the loss or damage of any personal effects, catering equipment, other equipment or devices, decorations or food before, during or after any event of the Renter. 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 their 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, District Manager and 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 and require Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the application and/or rental agreement or if there is any violation of the Club Rules and Regulations, Association's declaration or rules, or any Federal, State or local laws, statutes or ordinances or any damage to District property. Such revocation, suspension and vacation of the premises will also result in forfeiture of any refund of the rental fee. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the District Manager or Club Manager. If the Renter fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the District Manager and Club Manager are each authorized and directed to immediately revoke the approval, suspend the right of use and vacate the Club Area and/or to call the local police. The Club Manager has the authority and discretion to provide a partial refund of the rental fee and the security deposit if the suspension of the right to use the Club Area by the Renter is for any other reason other than listed above. .

S. The Club Manager, District Manager and their designees shall have free access to the Club Area and adjacent facilities at all times.

T. All trash and garbage should be properly bagged and sealed and deposited in the outside trash dumpster. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture or other surfaces.

U. No candles or other open flame items are permitted. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the event.

V. Violation of any provision of the Club Rules and Regulations, including this Club Schedule, constitute grounds for Club Manager to prohibit a Renter from using the Club Area for a period of one (1) year and suspension of the use of other services and Club facilities for up to 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, 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 District, District Manager 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.

V. No pets, except trained service animals used by a Renter or guest, are permitted in the Club Area.

W. Any Club Area that is rented must be cleaned. Renter must sweep, vacuum, and mop the rented room(s). The counter tops and tables need to be wiped down. All trash must be taken with you and not left in the room. The Club does not provide any trash bags for the party. The Club will provide Renter with the broom, mop, and vacuum. All other cleaning supplies must be brought by the Renter.

X. The Club Area will be available for use only between the hours of operation of the Club or as set by the District Manager.

Y. 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.

Z. The form of Facility Rental Agreement, Clubhouse Areas Inspection Form and Access Card Control Information Sheet attached below are approved for use by the Club Manager.

**FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE CLUB
ADMINISTRATIVE OFFICES FROM MONDAY-FRIDAY 8:00 AM -12:00 PM
YOU MUST HAVE AN APPOINTMENT IN ORDER TO RESERVE A DATE**

ARAGON CLUB
Facility Rental Agreement
Bellagio Community Development District

This Agreement is by and between **Bellagio Community Development District** (the “**District**”) and a **Renter** who is further defined as a: *(check one)* *Aragon Club Member or Annual Member* _____ *or General Public User* _____. This Agreement is for the rental of a portion of the “**Aragon Club**” facility, to be used for a private function (the “Club Facility”), and shall be subject to the terms and conditions set forth in the “*Aragon Club Rules and Regulations*”(referred to in this Agreement as the “Club Rules and Regulations”), which document is attached hereto and made a part hereof and the “*Aragon Club Schedule Of Hours Of Operation, Dues, Fees And Charges, Areas & Fees For Rental, Rental Policies, Procedures And Regulations*” (referred to in this Agreement as the “Club Schedule”), which document is attached hereto and made a part hereof. To the extent of any conflict between the terms of this Agreement and the terms of the Rules and Regulations and Club Schedule, the terms of the Rules and Regulations shall prevail over the terms of the Club Schedule and this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Renter: (print clearly) _____

Phone: Home _____ Work: _____ Cell: _____

Fax: _____

Renter’s Address: _____

Date of Function: _____ Time From _____ To _____

1. **Club Facility** (s) being requested:
A) Multi-purpose Room _____

B) Outdoor Terrace _____
(Note: use of fitness center, pool area and pool is prohibited)

2. **Purpose** of rental: _____

Number of people expected to attend this function: _____

Renter will:

Serve Food: Yes _____ No _____

(Note: The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes _____ No _____

(Note: Alcohol is not to be sold on the premises at any time.)

Provide Music: Yes _____ No _____

If "Yes" state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of the District's Club Manager.

Reservations will be granted on a first come, first served basis.

Time Slots for Reservations (4 Hours each):

Multi-purpose Room, including outdoor terrace time slots:

Sunday - Thursday

Friday - Saturday

8:00 AM - 2:00 PM _____

8:00 AM - 2:00 PM _____

3:00 PM - 11:00 PM _____

3:00 PM - 11:00 PM _____

Other: _____

3. Fee Schedule & Usage: See Attached Rental Schedule 4. Reservations, Applications, Payment of Fees:

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The Club Manager may not accept an application or confirm reserved space without receipt of 100% of the Deposit and Rental Fee in the form of checks or money orders. Rental Fees and Deposits must be received at least fourteen (14) days in advance of the function to allow time for bank clearance of the checks. Shorter time frames will require cashier's checks, certified checks or money orders. Payments are made to: *"Bellagio Community Development District."*

5. Deposit Refund, Inspection:

If the Club Facility being rented and other Club Areas are left in acceptable condition after the event, no damage or loss has occurred, and there have been no infractions of the Rental Schedule as deemed by the Club Manager's inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the District Office within thirty (30) days after receipt of the signed *"Cleaning & Usage Checklist"* inspection form. The Renter is entitled to be present during that inspection. If the Renter is not present during the inspection, the Club Manager will mail a copy of the final inspection, based upon the *"Cleaning & Usage Checklist,"* to the Renter.

The Renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until

the Club Manager completes its portion of the "Cleaning & Usage Checklist" inspection form and the facility(s) keys are returned.

The Renter is also responsible for cleaning that portion of the Club Facility and other impacted Club Areas used after use, unless payment and arrangements have been made with the Club Manager for cleaning by the District's cleaning contractor. In such event, the Renter is still responsible for removing all event debris and trash from the premises and its proper disposal immediately following the function. Cleaning is to be in accordance with the "Cleaning & Usage Checklist." Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the conclusion of the function.

6. **Additional Renter Responsibilities:**

- a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.

At the discretion of the Club Manager, Renters may be required to pay a reasonable hourly fee for a Club Manager appointed "*facility monitor*" or "*police/traffic control monitor*" during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the Club Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility's rental.

- b) Under no circumstances may Renter or guests mark the walls, ceilings and furnishings in any way, to include decorations, signs, tape, tacks, nails, staples, etc.
- c) All guest cars must be properly parked in the parking lot area only and the parking and driveway area must be clean of any party-related debris after the function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be back charged to the Renter.
- d) Renters and/or guests are absolutely NOT allowed in the Swimming Pool, Fitness Center or Club lounge areas during a function.
- e) Closing time for private functions is **11:59 PM, if extended.** cleaning must be completed before check-out time at 10:00 a.m. the morning after the function, or by other arrangements made with the Club Manager. **Short term Rentals (4 hours) shall be cleaned within the rental period, unless a cleaning service is scheduled.**

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the Renter to appear before the District Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of

the Board, abused the terms of this Agreement, the Rules and Regulations or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board for its decision. If there is property damage in excess of the Deposit, the Board reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Club Facilities, Club Property and other Common Areas which may occur as a result of this function and rental.

This AGREEMENT entered into on (date) _____

Photo ID is required, one or two forms of ID may be required by the Club Manager:

Signature of RENTER: _____

If a corporation, print name of above signature _____ Title: _____

Name of Club Manager _____

Signature _____

Copy of Renter's Photo ID attached: _____ Copies of 2 separate checks attached: _____

ARAGON CLUB Clubhouse Areas Inspection Form

	Pre-Event Inspection	Post-Event Inspection
1. Exterior Doors	_____	_____
2. Women's Bathroom	_____	_____
3. Men's Bathroom	_____	_____
4. Kitchen	_____	_____
Floor	_____	_____
Counter Top/Sink	_____	_____
Cabinets	_____	_____
Appliances	_____	_____
5. Carpeting	_____	_____
6. Furniture Sofa	_____	_____
7. Furniture Loveseat	_____	_____
8. Coffee/End tables	_____	_____
9. Chairs and tables	_____	_____
10. Interior Decor	_____	_____
11. Walls	_____	_____
12. Windows	_____	_____
13. Interior Doors	_____	_____
14. Interior window shades	_____	_____
15. Exterior (rails, plants, etc.)	_____	_____
16. Pool tables	_____	_____
17. Pool chairs	_____	_____
18. Height back pool chairs	_____	_____
19. Playground/tot Lot	_____	_____
20. Others	_____	_____
Comments:	_____	

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent
Bellagio Community Development District

Post-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Post-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent:
Bellagio Community Development District

**BELLAGIO COMMUNITY DEVELOPMENT DISTRICT
ARAGON CLUB**

ACCESS CARD CONTROL INFORMATION SHEET					
Applicant(s):			Access Card # 1	Access Card # 2	
Property Address:			Access Card # 3	Access Card # 4	
Home Phone #			Work Phone #		
Cellular Phone #			Email Address, if any		
Mailing Address (if different)					
City		State		Zip Code	
Immediate Family Members			Relationship	Day Phone #, if diff	
Last	First	Age			
Name of Approved Lessee(s) (if Applicant is resident within the District):					
Home Phone #			Work Phone #		
Cellular Phone #			Email Address, if any		

I **authorize** my Lessee(s) to have an Access Card(s) on my behalf. Yes ___ No ___
N/A ___

Applicant Signature: _____ Date: _____

With the signing of this form I acknowledge that I have received the Access Card(s) stated above and that if my card is lost I will contact the Club Manager immediately to

terminate the card from the system. In addition, if there is a change in tenant I will collect the card from the previous Lessee and inform the Club Manager.

_____ Date: _____
Signature of Applicant

Print Name: _____