

**STONEGATE CDD  
Malibu Bay Clubhouse**

**CLUB DUES, FEES, AND CHARGES\***

Rev. September 14, 2022 (Resolution No. 2022-08 )

<b>CATEGORY</b>	<b>AMOUNT</b>
Annual Member Club Fee	\$1,000.00
Supplemental Member Annual Fee (for Non-Residents)	\$1,000.00
Seasonal Member Fee (Four Consecutive Months)**	\$500.00
Access Control	\$25.00
Event Rental of the Grand Room or BBQ Pavilion/North Terrace	\$120/hr Rental Fee (2 hour minimum) \$60/hr thereafter \$125 Admin Fee \$250 Security Deposit
After Hours Club Event Rental (includes Grand Room, Pool Terraces, and BBQ Pavilion) (10:00 pm – Midnight)	\$250.00 Rental Fee (2 hours) \$150.00 Admin Fee \$500.00 Security Deposit
Additional Hours on a Rental (this fee is in addition to rental fees if additional hours or any portion thereof are beyond the operating hours for the Club)	\$50.00/hr (or any portion of an hour)

\* ANY CLUB DUES, FEES, AND CHARGES NOT SPECIFICALLY MODIFIED ABOVE SHALL BE UNCHANGED AND SHALL REMAIN IN EFFECT AS PREVIOUSLY ADOPTED AND APPROVED BY THE BOARD OF SUPERVISORS OF THE STONEGATE COMMUNITY DEVELOPMENT DISTRICT. ALL HOURLY RATES AND CHARGES SET FORTH HEREIN ARE CHARGED FOR ANY PORTION OF AN HOUR AND ARE NOT TO BE PRO-RATED.

\*\* Seasonal Membership is available only to Members who have leased their unit pursuant to District and Association rules.

**Exhibit "B"**

**Facility Rental Agreement**

**CLUB MALIBU BAY**  
**FACILITY RENTAL AGREEMENT**  
Stonegate Community Development District

Rev. June 29, 2022

This Facility Rental Agreement for the short-term rental of a portion of the **Club Malibu Bay** facility for a private function is by and between the **Stonegate Community Development District (the "District")** and the **Renter** whose identity is set forth below and who is further defined as a (check one):

- Malibu Bay Member/Resident
- Annual Member/Non-Resident Member

Renter(s): \_\_\_\_\_  
Print Name of Renter(s)

Phone Numbers: Home: \_\_\_\_\_  
Cell: \_\_\_\_\_

Renter's address: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Time: From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

**1. Club Malibu Bay Facility ("Club Facility") to be rented (check all that apply):**

- Grand Room (includes non-exclusive access to the Tot Lot and south terrace) (room capacity is 120 persons)
- BBQ Pavilion and North Terrace (maximum capacity is \_\_\_\_\_ persons)
- After Hours Clubhouse (After normal business hours only) (includes: Grand Room, Pool Deck, BBQ Pavilion and North Terrace) (excludes pool and fitness center) (maximum capacity is \_\_\_\_\_ persons)
- Other Area(s) as follows: \_\_\_\_\_

All events shall be confined to the Club Facility reserved. Use of nearby restroom facilities is permitted. Renters must advise their guests of Club Rules and as herein defined, the guest parking areas available, and that spaces are on a first-come, first-served basis. In no instance will events be permitted to extend beyond the Club Facility rented to the halls or any other Club Facilities within or outside of the Clubhouse building without the express permission of the Club Manager and as set forth in this Agreement. These other common area facilities adjacent to the Club Facility rented may be used by other Club users while a Renter's function is in progress.

Limited parking is available at the Clubhouse and carpooling is strongly encouraged. Parking shall be managed by the Renter and any damage to landscaping, irrigation, or turf from attendees to the event may result in loss of any Deposits and additional charges to Renter. Renters shall coordinate a parking plan with the Club Manager to avoid interference with normal traffic flow.

(Note: use of fitness center, gym-side lounge area and lobby area is not included in this Rental Agreement).

**2. Purpose of Rental:** \_\_\_\_\_.

**3. Approximate number of people expected to attend this function:** \_\_\_\_\_.

**4. Renter will:**

- A. Serve Food: Yes \_\_\_\_\_ No \_\_\_\_\_  
(No candles, grills, cooking, or other open flame items are permitted, except as set forth in Section 12 below. Food warming trays may be used only under the strict supervision of a caterer or attendant, and such devices shall first be cleared with the Club Manager or Club attendant.)
- B. Serve Alcohol: Yes \_\_\_\_\_ No \_\_\_\_\_  
(If Alcohol is being served, please complete the required Alcohol Release Form and note that Alcohol is only permitted within the Grand Room or approved event area as provided herein.)

**CLUB MALIBU BAY**  
**FACILITY RENTAL AGREEMENT**  
Stonegate Community Development District

Rev. June 29, 2022

C. Provide Entertainment: Yes \_\_\_\_\_ No \_\_\_\_\_  
(Entertainment consisting of animals, fire, or any flammables is prohibited).

D. Provide Music: Yes \_\_\_\_\_ No \_\_\_\_\_

(If "Yes," indicate type of music (i.e. live band, stereo, disc jockey, etc.) here: \_\_\_\_\_)

Renters shall not permit the use of the Club Facilities or other Club property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with 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. Speakers must be placed on tables or elevated stands away from walls to reduce transmission of sound and/or vibration to adjacent parts of the building. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. The Grand Room doors and windows must remain closed during any event or function.

5. **Club Rules:** The Stonegate Community Development District: Club Malibu Bay Rules and Regulations, as amended from time to time (the "Club Rules"), are hereby incorporated into and made a part of this Agreement. Copies of the Club Rules are available by contacting the District Manager or the Club Manager for the District or by accessing the same from the District's website at <https://stonegatecdd.net/>. Club Manager and District Manager and their respective designees shall have free access to the Club Facility rented under this Agreement and may check in on the event from time to time at their discretion.

**Time for Party Reservations:** In the event that any party or rental extends past the closing hours of the Clubhouse, the "Renter" shall pay an additional \$30.00 per hour, which shall be made payable to the Club Management company.

All music and noise making activities must cease at the conclusion of the Rental reservation period. The Club Facility must be returned to their original condition, vacated of people, lights out (except for lights which are routinely left on) window shades placed in the up position, the room secured and the doors locked by the prescribed closing hours. Adjacent restrooms shall be left in the same condition as they were in prior to the event with lights out.

6. **Fee Schedule:**

- A. Grand Room \$120.00/hr Rental Fee (2 hour minimum), \$60/hr thereafter, \$125.00 Admin Fee, and \$250.00 Security Deposit.
- B. BBQ Pavilion/North Terrace: \$120.00/hr Rental Fee (2 hour minimum), \$60/hr thereafter, \$125.00 Admin Fee, and \$250.00 Security Deposit .
- C. After Hours Clubhouse (10:00 p.m.- Midnight): \$250.00 Rental Fee (includes 2 hours of use of the Grand Room, Pool Terraces and BBQ Pavilion), Admin Fee of \$150.00, and a Security Deposit of \$500.00.
- D. \$50.00/hr for any portion of every additional hour past approved rental period, if such time period extends beyond operating hours of the Club. This fee is in addition to the rental fee(s) and is for the payment of afterhours staffing of the Clubhouse and required to be paid by the renter, directly to the Clubhouse management company.

7. **Reservations, Applications, Payments of Fees:**

All Rental Fees, including Security Deposits and applicable fees must accompany this application and be in the form of a **Money Order or Certified Check**. Should the District implement a program that allows for payment of fees by credit card, a credit fee of \$10.00 will be added to each payment. The Club Manager may not accept an application or confirm reserved space without receipt of the required fees.

8. **Decorations; Refund of Deposit; Inspection:**

A. Renter agrees that any decoration or the decorating of the Club Facility must be done in a manner so as not to cause any damage whatsoever to any area of the Clubhouse. Decorations must not be attached to or hung from any sprinklers, ceilings, lights or walls and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage 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 Facility. All decorations shall be removed at the conclusion of the event.

B. Renter agrees to remove and properly dispose of all personal property immediately after event, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Club Facility and adjacent premises in good condition similar to that of its original condition of the Club Facility and adjacent premises prior to the event. Nothing should be left in the refrigerator and

**CLUB MALIBU BAY**  
**FACILITY RENTAL AGREEMENT**  
Stonegate Community Development District

Rev. June 29, 2022

the garbage disposal must be empty. The Club Facility must be cleaned and restored to its pre-event condition by the Renter. Renter shall have up to one (1) hour after the rental time concludes to clean up after their event. In the case of an "After Hours Clubhouse Rental, the renter shall have the utilized areas fully cleaned by no later than 10:00 AM, the following day. Renter shall remove all perishable food and beverage items when leaving the event, and shall not store them overnight. 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 if after 10:00 PM must be removed by 10:00 AM the following day. Renter is afforded one (1) hour prior to the rental to set up and decorate for an event, provided that it does not interfere with another party's rental or the District's use of the Clubhouse. Deliveries of items such as tables, musical equipment, or other items (other than food) associated with the rental, or by caterers providing service to the rental, will be permitted. Overnight storing of equipment, tables etc., prior to a rental or event, will require prior approval and coordination with the Clubhouse Manager and is subject to available space in which to safely store items overnight. The District, its officers, employees, staff and agents are not liable or responsible for items of the Renter, its officers, employees or agents that are lost or stolen from the rental areas or the Clubhouse, and it is recommended that careful planning on the part of the renter is used to avoid leaving items overnight or unsupervised.

C. All trash and garbage should be properly bagged and sealed and deposited in the outside trash dumpster. All trash must be removed from the Club Facility. The District does not provide any trash bags for the event. Spilled liquids or food must be cleaned from floors, counters walls, furniture or other surfaces.

D. If the Facility being rented is left in acceptable condition, all garbage and refuse has been removed from the Facility and properly disposed of, no damage or loss has occurred, no extraordinary cleaning (other than mopping the floors and regular cleaning of the Facility) is required, and there have been no infractions of the Rental Schedule as deemed by the Club Manager's inspection, the Deposit will be fully refunded (inspection of the Facility to be rented is done prior to the event and after the event with the Renter.) The Deposit, or portion thereof, will be refunded by the District within thirty (30) days after receipt of clearance from the Club Manager that there was or was no damage to the Club Facility. In addition, the Deposit will be refunded if the following occurs:

- (i) Renter cancels event at least fourteen (14) days prior to date of event; or
- (ii) If the Club Facility, after inspection by the attendant is in good order (no damage to walls, area, equipment, clean (including removal of party balloons, strings, trash, etc.) and restored to the condition existing prior to function.

E. If damage is found or extraordinary or additional cleaning, as determined by the Club Manager, is necessary, the Deposit will be kept by the District to pay all costs of repairs and cleaning and the expense will be deducted from the Damage Deposit and Cleaning Fee and the Renter will receive the balance, to the extent there is any remaining.

F. If there are no damages or extraordinary or additional cleaning costs or expenses, the Renter will receive the return of the Deposit within thirty (30) days of the Rental Date. If there are damages or additional cleaning costs or expenses, which result in all or a portion of the Deposit being applied thereto, the Renter will receive the balance remaining of such Deposit, if any, within thirty (30) days of the District determining how much of the Deposit will be withheld.

G. Renter agrees and acknowledges responsibility for any false alarm or alarm costs arising out of or in any way connected to the Rental, event, or party, as imposed by the City of Homestead, Miami-Dade County, or the District's alarm monitoring provider. The District may withhold and remove these outstanding costs and fees from the Deposit or may collect the same from Renter pursuant to this Agreement or by other legal means.

**9. Insurance Requirements; Indemnification:**

A. The District requires any Renter of a party to furnish the District with proof of required event insurance in the form of a certificate of insurance naming the Stonegate Community Development District as additional insured if alcoholic beverages are to be served or made available and for events held in the Grand Room. Additional event liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000) is required for any events that are approved to serve alcoholic beverages, which insurance may be provided by the Renter or the licensed bartender/caterer and naming the Stonegate Community Development District as an additional insured or additional named insured. The Renter of the private event shall be responsible to ensure that alcoholic beverages are distributed, poured, and consumed in accordance with applicable state and local laws.

**CLUB MALIBU BAY**  
**FACILITY RENTAL AGREEMENT**  
Stonegate Community Development District

Rev. June 29, 2022

Except as otherwise expressly stated herein, no alcoholic beverages distributed or served at the event shall be permitted outside of the approved rental areas at any time. The event, function or party shall remain contained in the approved rental areas and shall not extend into the pool area, tot lot, fitness center, offices, lobby or other areas not specifically rented under this Agreement. Should the Renter fail to keep the event contained in the Grand Room or approved event area, the District Manager, the Club Manager or either of their designees may require all event attendees to leave the Club and all fees, deposits, and charges paid shall be forfeited.

B. Renter assumes sole and total responsibility for any property damage arising out of this Rental Agreement or the use of any District Facilities by Renter, Renter's agents and guests, and Renter agrees on behalf of itself and its guests and invitees to indemnify, reimburse, and hold the District and Club Manager harmless for any and all violations of any and all Federal, state and local laws, statutes or ordinances, and to indemnify, reimburse and hold the District and Club Manager harmless for any and all losses, damages, causes of actions, claims proceedings, and/or injuries sustained, including attorney's fees, arising out of or related to Renter's or his/her agents, guests' or invitees' use of the Club Facility or negligence, acts or omissions.

**10. Alcoholic Beverages:**

No person may enter or leave the Club Facilities with any alcoholic beverage and alcoholic beverages may not generally be possessed or consumed at or within the Club Facilities unless within the Grand Room or BBQ Pavilion and in connection with an approved event, function or party.

**11. Gas Grill(s) located within BBQ Pavilion:**

The District is the owner of all propane gas grills that can be used by the Renter, if included in the rental pursuant to this Agreement, and provided that the following conditions are satisfied:

- A. Any applicable rental fee and any other applicable fees required by the District have been paid to the District by the Renter.
- B. The grills are operated only while located in the area designated by the District for operation.
- C. The grills are used and operated in accordance with the operating instructions for grill operation, the receipt of which is hereby acknowledged by the Renter. Additional copies of grill operating instructions can be obtained from the Club Manager.
- D. After use Renter is responsible for making sure that, all burners to the grill shall be turned off, the propane turned off, the grill grates appropriately brushed clean to remove all food materials or items, and the grill returned to the location designated by the Club Manager or the District.
- E. No other grills or grill equivalents, other than the CDD grills owned by the District, may be utilized anywhere at the Club Facility or other property owned by the District without the express written approval of the District Board of Supervisors. Nothing herein shall be construed to prohibit authorized, licensed and insured caterers are permitted to use their own equipment.
- F. Food cooked or prepared utilizing the grills under this Rental Agreement shall not be sold; the intent being that the Renter can utilize the grills to prepare food for gatherings, events or functions hosted by Renter.
- G. Renter acknowledges and agrees that any Deposits posted for a Rental may be utilized by the District to cover any damages to the grills or its appurtenant parts or facilities while the same is being rented or used by Renter under this Agreement.
- H. **No Glass is permitted anywhere on the pool deck or in pool terrace areas. The only authorized areas where any glass is permitted is within the BBQ Pavilion and Grand Room.**

**12. Additional Regulations:**

- A. **Reservations:** Reservations can be made with the District no more than six (6) months in advance of the proposed Rental Date.

**CLUB MALIBU BAY**  
**FACILITY RENTAL AGREEMENT**  
Stonegate Community Development District

Rev. June 29, 2022

**B. Fees include:** All fees and deposits paid pursuant to this Agreement and the Club Rules cover the rental of the particular Facility only; such fees do not pertain to the rental of chairs, tables, or other equipment. The cabinets and appliances (i.e. refrigerator) in the Grand Room are for the exclusive use of the District and for District or Club-sponsored events; however, the Renter may coordinate with the Club Manager in advance of the Rental for use of limited cabinet space and the appliances in the Club Manager's discretion.

**C. Inspections:** Inspections are completed, immediately upon conclusion of the event and allotted clean up time, or within twenty-four (24) hours after the end of an After-Hours Clubhouse Rental. Renters are not required to contact the Club to request an inspection.

**D. Cancellations:** Written notice of cancellation must be received no later than fourteen (14) days prior to the event date and time. Cancellations received less than fourteen (14) days prior to the event date and time will result in forfeiture of the non-refundable Rental Fee Deposit and Rental Fee.

**E. Prohibitions:**

1. No advertising will be permitted and no charge or admittance fee shall be allowed.
2. All Non-Profit Organizations must make a formal request to the District for renting of the District's Facilities. Approval is made by the authorized District Representative.

**F. Reservation of rights:** The District and Club Manager reserve the right, at any time prior to or during the event to immediately revoke the approval granted herein and immediately suspend the right of use of the Club Facility by the Renter and his or her guests and require Renter and guests to vacate the premises during the event if it is determined that there were misrepresentations set forth in the Application, in the case of an emergency, or if there is any violation of the District's rules or regulations (including this Agreement and the Club Malibu Bay Rules and Regulations, as amended from time to time) or damage to property or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension and vacation of the premises will also result in no refund of the Rental Fee. Such determination to revoke, suspend and vacate the premises shall within the sole discretion of the District and Club Manager. Except as provided in the Rental Agreement, a partial refund is in the Club Manager's discretion if use is suspended for reasons other than rules violations or damages.

**G. Renter present:** Renter agrees that the Renter shall be personally in attendance during all hours of the event.

**H. Responsibility for damages:** Renter agrees to assume full financial responsibility for any loss or damage to the Club Facilities, the furniture, furnishings and equipment, and adjacent premises, including the parking lot, as a result of the Rental 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 Facilities. Such damage amounts shall not be limited to the amount of any security or deposits received.

**I. Minors:** Parties or events for minors under the age of 18 years of age are required to be continuously chaperoned by the Renter hosting the event. Two adult chaperones are required for every ten (10) minors in attendance. Renter and chaperone(s) shall be and remain present throughout and for the entirety of the event. Toddlers/Young Swimmers attending pool side/BBQ Pavilion events, must be supervised by a parent, guardian or responsible adult at ALL times, including while in the pool. It is the responsibility of the Renter and the guests of the Renter to know and understand the club Rules and policies and to adhere to such Club Rules and policies at all times.

**J. Compliance with Laws.** Use of the Club Facilities by the Renter and all guests shall be in compliance with Federal, State and local laws, statutes, and ordinances as well as all Club Rules, as amended from time to time.

**CLUB MALIBU BAY**  
FACILITY RENTAL AGREEMENT  
Stonegate Community Development District

Rev. June 29, 2022

\_\_\_\_\_ Note: Any infraction of the Club Rules, as amended from time to time, or this Agreement, and disturbances created as a result of the Event will require the Renter to appear before the Board of Supervisors for approval of any future rentals of Club Facilities. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board, abused the rules and regulations of this Agreement. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage. If there is property damage in excess of the Damage Deposit, the District reserves the right to bill the Renter for the damage and to pursue collection by all available legal means to recover the damages incurred by the District.

\_\_\_\_\_  
Renter's Signature

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

\_\_\_\_\_  
Club Manager Representative

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

**Renter must provide a copy of picture ID and Access Card.**

**FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE CLUB ADMINISTRATIVE OFFICE  
YOU MUST HAVE AN APPOINTMENT TO RESERVE A DATE (305) 247- 8859**