

**RESOLUTION 2022-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OVEROAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULE ON SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Overoaks Community Development District (the District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board of Supervisors of the District (the “Board”) finds that it is in the best interest of the District to adopt by this Resolution rule regarding special events for the District, attached hereto as Exhibit “A” and incorporated herein by this reference (the “Rule”), for immediate use and application; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OVEROAKS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The attached Rule is hereby adopted. This Rule shall stay in full force and effect until such time as the Board may amend the Rule, in accordance with Chapter 190, *Florida Statutes*.

**SECTION 3.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 4.** This Resolution shall take effect immediately upon adoption.

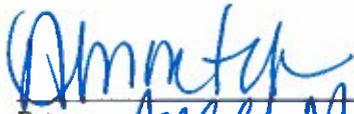
**PASSED AND ADOPTED THIS 9th DAY OF AUGUST 2022.**

*[Signatures provided on following page.]*

**SIGNATURE PAGE TO RESOLUTION 2022-08  
OVEROAKS COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

**OVEROAKS COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district

  
Print: Angel Montagna  
Secretary / Assistant Secretary

  
Print: Perry Dickerson  
Chairman / Vice Chairman

**EXHIBIT "A"**

**RULE ON SPECIAL EVENTS FOR THE OVEROAKS COMMUNITY DEVELOPMENT  
DISTRICT**

*[See following page.]*

**OVEROAKS  
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL EVENT POLICY

## I. INTRODUCTION:

The Board of Supervisors (the “**Board**”) of the Overoaks 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 below).

“**Special Event**” shall mean any preplanned meeting, activity, parade or gathering of a group of persons, animals or vehicles or a combination thereof, having a common purpose on any District Property or public street, sidewalk, alley, park, lake or other public place or building, which special event inhibits the usual flow of pedestrian or vehicular travel or which occupies any District Property or public place so as to preempt use of space by the general public or which deviates from the established use of space or building.

“**District Property**” shall mean all of the District-owned or maintained real and personal property, including, but not limited to, the Shingle Creek Park, sidewalks, boardwalks, passive parks, ponds and landscape tracts.

Please note that the District does not own all of the real and personal property contained within the District’s boundaries (e.g., City of Kissimmee County roads and HOA roads, private golf course and clubhouse, etc.) and the permits provided for herein are for the use of the District Property only. If the Special Event intends to use any additional non-District Property, such event may require additional permit or approvals from the applicable governmental authority or private land owners.

## II. GENERAL INFORMATION:

The District is a special purpose government and its District Property is open to the general public in most instances. 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 “A”**, 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. The form of the Event Use Application may be modified by the District from time to time. The individuals and/or groups filing an Event Use Application, together with their respective representative, 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 routine 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:

Overoaks Community Development District  
c/o District Manager  
313 Campus Street  
Celebration, Florida 34747  
Telephone: 407-566-1935.  
Email: Admin@OveroaksCDD.org

2. Event Use Applications must be filed not more than one hundred eighty (180) days before and not less than sixty (60) 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>
1 - 50	\$250.00
Greater than 50	Up to \$1,000.00

\* Any event with 25 or more attendees is considered a “**Large Event**” for the purposes hereof.

\*Events with over 50 attendees are required to receive Board of Supervisors' approval.

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), 5 and 12 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. All Event Use Applications shall be accompanied by a Site set-up diagram and a location map (the "Map"), to clearly delineate the Site's boundaries, which Map shall include all areas impacted by the proposed Special Event and the use of the District Property therein. If the District Manager determines that the proposed Map does not encompass the entire portion of the District Property impacted by the proposed Special Event, the District Manager shall deny the Application. Upon such denial, the Applicant may resubmit its Application with a revised Map or appeal the District Manager's decision to the Board.

5. All Event Use Applications shall be accompanied by an attached written Safety Plan of Action (the "SPA"). The intent of the SPA is to identify and address concerns for the general welfare, safety, emergencies, security, parking, traffic control, licensing, permitting, sanitation (trash and debris disposal, portable toilets) and stormwater system protection for the proposed Special Event. The SPA is a part of the Event Use Application and compliance with the SPA shall be required if the Special Event is approved. For Large Events, the Applicant shall meet with the City of Kissimmee Police Department to determine the number of police officers and/or Emergency Management Technicians or paramedics ("EMTs") required for the Special Event; proof of the meeting and the recommendations of the City of Kissimmee Police Office Department must be included in the SPA. The District has the right to require the number of police officers and EMTs to be greater than the recommendation of the police department based on the nature of the proposed Special Event. The Applicant may request a waiver of the foregoing requirements which the District will consider in its sole reasonable discretion, by providing for other licensed and bonded third-party security officers in a number determined by the District.

A missing or insufficient SPA may be cause for rejection of the Event Use Application; a sample of an SPA form is available online ([www.Overoakscdd.org](http://www.Overoakscdd.org)) and at the District Office for

informational purposes. The following health and safety matters must be addressed in the SPA or in the Event Use Application:

A. **PORTABLE RESTROOMS:** The SPA must provide for sufficient restrooms, as determined by the District in accordance with industry standards, based on the number of attendants and the length of the Special Event, and describe the location thereof. At a minimum, the Applicant must ensure two (2) toilets for any Special Event which is expected to have at least one-hundred (100) attendants and last four (4) hours or more. The District may reasonably require additional facilities based on industry standards prevailing in Osceola County, Florida, and the nature of the proposed Special Event. Rental fees are the sole responsibility of the Applicant. Said facilities shall be removed from the District Property within twenty four (24) hours after the scheduled-conclusion of the Special Event. If the Applicant fails to timely remove said facilities, the District, after twenty four (24) hours' notice to the Applicant, may remove or cause said facilities to be removed and bill the cost thereof to the Applicant. The Applicant shall reimburse the District for the cost of such removal.

B. **REPAIR AND CLEAN UP:** The SPA must provide for sufficient trash receptacles based on the number of attendants and the length of the Special Event, and described the location thereof. The District may reasonably require additional receptacles based on the nature of the proposed Special Event. Applicant shall pay for all dumpsters and trash receptacles. The District can assist in coordinating such receptacles, if requested by the Applicant. Applicant shall ensure that the Site is free and clear of all items used by the Applicant or its attendees during the Special Event (including tents, flags, banner, structures, etc.) and any and all garbage, trash and debris within twenty four (24) hours after the scheduled-conclusion of the Special Event. Furthermore, the Applicant shall be responsible for the repair of any damage caused by the Special Event as necessary to return the Site to the condition which existed prior to the Special Event within said twenty four (24) hour period; provided, however, that if the damage is of such a nature that cannot reasonably repaired within said twenty four (24) hour period and the Applicant has commenced such repairs, the time to repair shall reasonably be extended, but in no event longer than seven (7) days after the scheduled-conclusion of the Special Event. If the Applicant fails to timely clean and repair the Site, the District, after providing the Applicant with twenty four (24) hours' notice, may conduct such actions (or obtain a third-party therefore), and bill the cost thereof to the Applicant.

C. **STRUCTURES, TENTS, AMPLIFIERS:** Any special structures such as fences, platforms, electrical structures, tents and amplifiers, etc., may require separate permits and/or licenses and must comply with all appropriate codes and be inspected by the city of Kissimmee and/or Osceola County for approval.

D. **PYROTECHNICS: ARE NOT PERMITTED**

E. **BONFIRES OR CEREMONIAL TYPE FIRES:** No Special Event utilizing a bonfire or ceremonial-type fire shall be permitted.

F. HANDBILLS & FLYERS: Due to historical inability to collect trash from such activities, any Special Event in which handbills or flyers are to be present shall include specific description in the SPA on how the collection and disposal of same will be handled.

G. MUSIC AND MOVIES. All Applicants requesting a Site for motion picture or television recording must receive a permit from the City of Kissimmee or Osceola County, as applicable, complete a Motion Photography Production Permit with the Orlando Film Office at (407) 422-7159, and provide a copy of the issued permit to the District. Any Special Events that play music that may be subject to applicable fees must provide the District with evidence of payment thereof. The Applicant shall indemnify, defend and hold the District harmless from such fees. Should the District receive any bill or invoice for such fees may be paid for by the District and deducted from the Applicant's deposit as provided for in Section 3D hereof.

6. Other than as provided for herein, no picketing, processions, or parades shall be allowed on or about the District Property. All picketing, processions, or parades must be peaceful. "**Peaceful**" shall mean any tranquil means of presenting a cause to the public which is devoid of noise or tumult or quarrelsome demeanor and is not a nuisance, including those actions described in Section 877.03, *F.S.*, and which does not violate or disturb the public peace or private property rights or involve or cause any block or impair movement of vehicles or pedestrians. "**Picket**" shall mean to position oneself, or to assemble or gather, as a means of protest, or as a means of presenting or advocating a cause or grievance. No picketing shall be allowed on or within a reasonable distance (based on the nature and circumstances of the proposed Special Event) of, any property that is a residential unit or any school or school bus stop, hospital, court of law, or public transportation facility. "**Residential or dwelling unit**" shall mean any single or multifamily residence, to include units within an apartment or condominium complex. No amplifiers or other sound enhancement devices may be used by picketers other than as provided herein. No signage shall be allowed in excess of 11x17 inches and must not contain any obscene, grotesque, or profane pictures or words.

7. No advertising or distribution of flyers, brochures, posters, emails, or by internet, etc. regarding the Special Event as it pertains to the District Property is to take place until the date(s) and time(s) have been approved in writing by the District.

8. 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.

9. No alcohol may be sold or served on any District Property at any time. The City of Kissimmee Police Officers will be required at all Special Events held at District Property if alcohol sales related to the Special Event (i.e. not part of standard commercial operation of restaurants within the District) are to occur on adjacent or nearby property. Associated Sheriff Department fees are to be paid by the Applicant.

10. 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.

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

12. 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.

13. Other than as provided herein, all Special Events, including set-up beforehand and clean-up afterward, must generally be held between the hours of 9:00 AM and 10:00 PM. However, 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.

14. The Applicant shall be responsible for providing the District with appropriate certificate(s) of insurance. The District reserves the right to change the limits and/or coverages for insurance. The District Manager is authorized to make the final determination that the required insurance limits are met. The "Overoaks Community Development District" shall be named as an additional insured on Applicant's general liability insurance policy with a minimum limit of \$1,000,000 combined single limit per occurrence, protecting it and the CDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Special Event. If vehicle(s) are used as part of the Special Event, vehicle liability insurance, with a minimum limit of \$1,000,000 combined single limit per occurrence, shall also be provided. A copy of the insurance certificate(s) shall be provided to the CDD at least fourteen (14) days prior to the Special Event. A copy of the policy shall be provided upon request by the District. The District may waive the foregoing insurance requirement upon being provided with other appropriate security, in the District's sole and absolute discretion.

15. All Special Events shall comply with applicable law, including the Osceola County Code, City of Kissimmee 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.

16. 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, routine Event Use Applications and issue Event Use Permits for such uses. The District Manager has the sole, absolute discretion to determine which Event Use Applications are "routine" and which are "non-routine;" all Applicants agree, by their submission of an Event Use Application, to defer to the District Manager's determination.

The District Manager will refer any non-routine 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 or Event Use Permit 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 Kissimmee Police Department, the Osceola County Sheriff and/or Department of Fire Rescue or other County or City officials, 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. Traffic/Crowd Control. It is at the District's discretion as to whether police officers will be required for crowd/traffic control. Deputies will be required for any Large Events that have alcohol served at adjacent private properties or cause significant road closures. All fees involved for the hiring of Deputies will be paid by the Applicant.

5. Prior and Recurring Events. Applicants further understand that records shall be kept of all Special Events and Event Use Applications and that repeated requests for approval of Special Events shall be determined by the Applicant's previous performance history according to records on file with the District as well as existing ordinances, policies, rules and procedures.

Prior approval of a Special Event does not exempt an Applicant from compliance with this Policy, the Event Use Application process or guarantee approval.

6. 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**

**OVEROAKS CDD EVENT USE APPLICATION**

Applications for use must be filed not more than one hundred eighty (180) days before and not less than sixty (60) days before the date and time at which the proposed event/program is intended to occur, provided, however, that for good cause shown, the Overoaks Community Development District ("CDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. 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): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How does event / program benefit the constituents of the CDD? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Area(s) to be used (attach sketch and/or legal description): \_\_\_\_\_  
\_\_\_\_\_

Will any sidewalks be closed? If yes, attach sketch to identify location(s): \_\_\_\_\_

Will any CDD utilities (electric, water, reuse, wastewater) be needed? \_\_\_\_ If yes, describe use: \_\_\_\_\_  
\_\_\_\_\_

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

People will begin arriving at said area(s) 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**

Overoaks 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 "Area") 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 Area.
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 Area 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 Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area'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 Area 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 Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
  - 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 Area as and when provided above.
10. **Other Conditions.** Depending upon the nature of the Special Event and the Area, the CDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
  - a) Additional Certificate of Insurance (form, type, limits and coverage approved by CDD) with respect to the Area and the Special Event;
  - b) Security appropriate for the Special Event and Area;
  - c) Additional Bond or 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 Area because of the Special Event.

**Signed by Applicant:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**Approved by: OVEROAKS COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## ADDITIONAL RULES AND REGULATIONS FOR SPECIAL EVENT

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CDD.
2. No permanent structures are permitted within the Area; no digging or removal of landscaping is permitted.
3. No parking is permitted on District lands.
4. Site shall be restored as closely as possible to the original condition through grading and sodding of Area use, if needed. Clearing or crushing grass or small plant material is unacceptable.
5. Applicant shall provide written confirmation to the CDD that coordination and notification has been made with all utility systems within the area.
6. Applicant shall coordinate all activities with the CDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
7. Applicant shall notify the CDD of sidewalk closures.
8. Applicant must obtain appropriate permits and/or licenses from Osceola County and/or the Cit of Kissimmee related to the event associated with this permit.
9. The Overoaks Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit per occurrence, protecting it and the CDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Special Event. A copy of the insurance certificate shall be provided to the CDD at least fourteen (14) days prior to the Special Event or the commencement of any work related to the permit or Special Event.
10. Applicant shall not use the CDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CDD.
11. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
12. Applicant shall provide all trash and debris removal.
13. Applicant shall maintain all trash receptacles on CDD property during the Special Event and shall leave all trash receptacles empty and clean after the Special Event.
14. There shall be **no** sale or service of ALCOHOL on CDD property.
15. Applicant shall repair any damage to the shade structures after the Special Event. This includes stucco repairs, painting, light fixtures, etc.
16. Applicant shall at all times comply with the provision of the CDD Special Event Use Policy as may be amended from time to time.

---

**Applicant agrees to abide by all requirements and stipulations as noted above:**

Signature: \_\_\_\_\_

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

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

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