

FACILITIES, PARKS & RECREATION DEPARTMENT



INDIAN TRAIL

IMPROVEMENT DISTRICT
EST. 1957

POLICIES AND PROCEDURES

Approved – 15th day of April 2026



Policies and Procedures

Facilities, Parks & Recreation Department

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SECTION 1. POLICY STATEMENT

District parks and facilities shall be available for meetings, activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community, or may be otherwise approved by the Board of Supervisors. However, the District's parks and facilities have limited capacity. The purpose of the Facility Use & Rental Policy is to ensure that park service capacity is allocated in a fair and equitable manner. Fees charged for the use of District facilities and parks are intended to financially assist with the ongoing maintenance and operation costs in providing this community service. The Executive Director may establish and modify operational procedures consistent with this Policy. The Parks and Recreation Director may periodically review the Facility Use & Rental Policies and Procedures and Parks and/or Recreation Fee Schedule to make recommended recommendations for change and/or updates. Upon recommendation by the Executive Director, the changes or updates to the Facility Use & Rental Policies and Procedures and/or Parks and Recreation Fee Schedule will require approval by the Board of Supervisors.

SECTION 2. AUTHORITY

SECTION 3. DEFINITION OF TERMS

“Adult” means any individual over the age of 18.

“Alcohol use” refers to any beverage that contains any amount of alcohol.

“Applicant” means an individual or group which submits a completed application for a Park Facility Use Permit and the required deposit to use the District's facility pursuant to the terms of this Policy.

“Application” means the form an “Applicant” completes when applying to rent a facility, field, equipment, or other item listed in the Parks and Recreation Fee Schedule.

“Athletic Fields” means fields designated for permitted athletic use only.

“Board of Supervisors” means the governing body of the Indian Trail Improvement District.

“Bounce House” means a springy, inflatable structure that often times has four vertical wall or column structures that is meant for jumping and other play activities.

“Certified Food Protection Manager (CFPM)” A person responsible for all aspects of food operations at Food Establishments regulated by FDACS under Chapter 500, F.S.

“Children or Minor” means any individual SEVENTEEN (17) years of age or younger.

“Commercial Rider” any rider or patron utilizing the District park system for commercial use.

“Commissary” A support service location for a Mobile Food Establishment, that meets all applicable requirements of Chapter 500, F.S., and Chapter 5K-4, F.A.C. These approved Food Establishments must be permitted or licensed by Florida Department of Agriculture and Consumer Services (FDACS), Department of Business and Professional Regulation (DBPR), restaurants, or grocery stores can be considered for



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approval as an MFE Commissary. When not required at the MFE, Commissaries may provide a three compartment sink for washing, rinsing, and sanitization of equipment/utensils in addition to hand wash and rest room facilities. Services required of the Commissary will be based on the food sold and the MFE type and capabilities. A private residence may not be used as a Commissary.

“Confirmed Reservation” means a reservation issued in writing by the Facilities, Parks and Recreation Director or designee upon approval of a Facility Use Application for use of a park, field or facility or some portion thereof by an applicant, after all requirements of the Facility Use & Rental Policy are met.

“Deposit” means a sum of money to secure the exclusive use or reservation of a park, facility, field or other park amenity and to be held in escrow by the District to cover any damages or other costs in which an applicant may cause. In the case of no damage or other costs, then the deposit will be returned per the District Finance Department Deposit Procedures.

“District” means the Indian Trail Improvement District, acting through its officials, representatives, agents, and employees.

“District-Recognized Group” means a non-profit organization or entity that is based in and primarily serves residents of the District; or any organization or entity which has executed a service or other agreement with the District. The group shall have a service basis in the District if its principal place of business or residence of any officer is located within the District’s Legislative boundaries. This information, as well as the group’s non-profit status, shall be verified by the Florida Secretary of State.

“Domesticated Animal” means animals that have been bred in captivity for many generations to live alongside humans and are different from their wild ancestors or cousins based on genetics and behavior and even appearance.

“Equine” means a horse, pony, mule or donkey as defined in Ch. 773, Florida Statutes. Per F.S. 773.01(2).

“Executive Director” means the administrative officer of the Indian Trail Improvement District.

“Facilities, Parks and Recreation Director” means the administrative officer over the Facilities, Parks, and Recreation Department of designee.

“Fee” means a form of payment to rent, hold a special event or have other special access or usage that is not considered general recreation play or is not within a Service Provider Agreement.

“Groundwork” shall include but not limited to lunging, cavaletti, poles, etc.

“Horse” herein shall include any “equine” as that term is defined in Ch. 773, Florida Statutes.

“Inquiry” means when an individual or representative of a group seeks information about available dates for possible use by the individual or group.

“ITID” means Indian Trail Improvement District, acting through its officials, representatives, agents, and employees.

“Local School District” means Palm Beach County School District and any schools that are located within the District or which serve District residents.



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“Long-Term Special Permit” means a permit that is continuous for a specified period of time that is issued by the Board of Supervisors to the entity or individual which may include “first priority” rental status for fields or a facility or amenity.

“Mobile Food Establishment (MFE)” Food Establishments are Food Establishments that are self-propelled or otherwise moveable from place to place such as a truck, trailer, or similar self-propelled conveyance or non-permanent kiosk or table where pre-packaged food products are sold.

“Multi-Purpose Field” means a field that may be used for any type of sport or athletic use and could be considered for either open recreation play or permitted play by designation within this Policies and Procedures.

“Non-Profit User Agreement” means a written, executed contract between a “Non-Profit Entity” and the “District” that outlines the scope of services, obligations, rules, guidelines, and other pertinent information.

“Non-Profit Athletics User Agreement” means a written, executed contract between a “Non-Profit Entity” and the “District” that outlines the scope of services, obligations, rules, guidelines, and other pertinent information.

“Non-Residents” means those who reside outside of a Unit of Development with a Recreation Component and pay for such benefits through the “Parks Assessment.”

“Open Play or Recreation” means open to the general public for open use and does not require a permit or rental.

“Other Government Agencies” means government agencies other than the District, which serve the District’s community (e.g., Palm Beach County, elected officials; State agencies and elected officials; Federal agencies, departments, and elected officials). Inter-agency programs in which the District participates shall be included.

“Patron” means a person who is informally using a park, participating in a program, or attending an event.

“Pavilion” means an open air, roofed structure.

“Playground” means an area that is set aside for play equipment and other similar amenities.

“Permitted Field” means a permit or rental is required for the use of a District field as designated within this Policies and Procedures.

“Physical Abuse” Per F.S. 828.12(1) A person who unnecessarily overloads, overdrives, torments, deprives of necessary sustenance or shelter, or unnecessarily mutilates, or kills any animal, or cause the same be done, or carries in or upon any vehicle, or otherwise, any animal in a cruel or inhumane manner, commits animal cruelty, a misdemeanor of the first degree, punishable as provided in F.S. 775.082 or by a fine of not more than \$5,000, or both.

“Potentially Hazardous Food (PHF)” Food that requires time/temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

“Potable Water” Water that meets the quality standards of Chapter 62-550, F.A.C., and is satisfactory for drinking, culinary, and domestic purposes.



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“Recreation Field” means a field that is available for “Open Recreation” and does not require any permit or rental agreement.

“Recreation Rider” any rider or patron utilizing the District park system for recreational/non-commercial use.

“Rental” means the exclusive use of a park, facility, field, pavilion, or other park amenity as set forth within this Policies and Procedures, and requires certain applications, fees, deposits or other processes to secure a reservation.

“Residents” means person or persons who live within a Unit of Development with a Recreation Component and pay for such benefit through the “Parks Assessment.”

“Service Provider” means a “District-Recognized Group” that has an approved and active Service Provider Agreement approved by the Board of Supervisors.

“Service Provider Agreement” means a written, executed contract between a “Service Provider” and the “District” that outlines the scope of services, obligations, rules, guidelines, and other pertinent information.

“Spectator” means a person who is informally using a park, participating or viewing a program or an event.

“Staff” means an employee dutifully hired and in the employ of the Indian Trail Improvement District.

“User” means a person who formally rents or obtains a permit to have exclusive use of a park or facility for a program, event, or other activity.

“Violation” means an action or behavior that does not comply with the District Facilities, Parks and Recreation Policy, Palm Beach County Ordinances or State Statutes or is an unacceptable conduct of a park patron.

Volunteer” means an individual who is not receiving any compensation or other benefits to perform certain functions or tasks on behalf of the District.

SECTION 3. STAFF RESPONSIBILITIES

Staff shall:

1. Be responsible for enforcement of all policies, rules and regulations established in this Policy and may deny or terminate use of a facility at any time if determination is made that the use does not conform to the requirements of this Facility Use & Rental Policy, violates the terms of any use permit, or may cause damage to the facility.
2. Oversee and supervise all events at District facilities for the safety and wellbeing of the public and proper maintenance of the facility.
3. Be responsible for and have complete authority over the facility being used, all equipment, participants, activities, alcohol use and security on site per the terms of this policy.
4. Have authority to request changes in activities or cessation of objectionable activities. Users shall comply with staff requests and instructions. Failure to comply with reasonable staff requests shall be



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grounds for staff to immediately terminate use of the facility or park and request the individual to leave the District's property.

5. Have the authority to oversee and supervise all contractors hired by the District to perform a service for or on behalf of the District.

SECTION 4. PARK FACILITIES: HOURS OF OPERATION

This policy applies to the following District facilities, parks, athletic fields, open recreation areas, playgrounds, recreation fields and pavilions: The Facilities, Parks and Recreation Director may approve permit times outside of the hours of operation subject to staff availability and appropriate fees paid if applicable, or for Board Approved Non-Profit Athletics/**Recreation** User Agreements, or **Non-Profit Long Term Rental Permits**.

Board Approved Facility:

***Administration Building permit subject to board approval.**

***Administration Building: Mon-Fri: 6:00PM-9:00PM, Sat-Sun 8:00AM – 9:00PM**

General Public Facilities:

- a. Acreage Community Park North Athletic Campus: Mon-Sun: 8:00 AM – 9:00 PM
- b. Acreage Community Park South Athletic Campus: Mon-Sun: 8:00 AM – 9:00 PM
- c. Acreage Community Park South Entertainment Campus: Mon-Sun: 8:00 AM – 9:00 PM
- d. Acreage Community Park Skate Park: Mon-Fri: 3:00 PM – 9:00PM, Sat-Sun 8:00AM – 9:00PM.
Non-School Day Hours 8:00 AM – 9:00 PM
- e. Bob Hoefl Park: Mon-Sun: 8:00 AM – Sunset
- f. Citrus Grove Park: Mon-Sun: 8:00 AM – 9:00 PM
- g. Coconut Park: Mon-Sun 8:00: AM – Sunset
- h. Downers Park: Mon-Sun: 8:00 AM – Sunset
- i. Hamlin House: Mon-Fri 5:00 PM – 9:00 PM, Sat-Sun 8:00 AM – 9:00 PM
- j. Kidscape Park: Mon-Sun: 8:00 AM – Sunset
- k. Nicole Hornstein Equestrian Park: Mon-Sun: 7:00 AM – 9:00 PM
- l. Sycamore Park: Mon-Sun 8:00 AM – Sunset
- m. Temple Park: Mon-Sun 8:00 AM – Sunset

SECTION 5. FACILITY USE ASSIGNMENT: PRIORITY RANKING

Use of District parks and facilities will be assigned to individuals or groups on a first come-first serve basis, and applicable fees/deposits therefore charged, according to the following Priority Categories, in descending order of priority:

Group A: Open Activities conducted and/or sponsored by the District.

Group B: Open Activities conducted by District-Recognized Groups as outlined and subject to the scope of the corresponding Non-Profit Athletics User Agreement, Non-Profit User Agreement or Long-Term Permit.



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Group C: Open Activities conducted by Other Governmental Agencies or the Local School District.

Group D: Private Events conducted by residents, other resident groups/organizations, and businesses based in the Unit of Development that has a Parks Component and pays for such benefit through a Parks Assessment.

Group E: Private Events conducted by non-residents, non-resident groups/organizations, and businesses based outside of a Unit of Development that has a Parks Component and pays for such benefit through a Parks Assessment.

SECTION 6. GENERAL OPERATING REGULATIONS

- a. All District parks and facilities are alcohol, drug, and tobacco free. This includes vaping, dipping, and chewing tobacco. Those persons wishing to smoke or use tobacco items must do so outside of the park. Alcohol use is only allowable at certain parks for events or rentals as outlined in Section 7.
- b. The Facilities, Parks and Recreation Director reserves the right to approve or deny all facility use, athletic use, or event permit applications except for those requesting fee waivers, or extenuating circumstances outside of normal requests, which will require approval by the Board of Supervisors.
- c. The User or permit holder must attend the permitted event and shall remain on-site until all patrons have left and will perform a walk-through of the facility or park with District staff prior to leaving to ensure that the facility or park is restored to its original condition.
- d. The District requires a responsible individual over the age of SIXTEEN (16) to supervise any children under the age of THIRTEEN (13) while using or enjoying a park or facility.
- e. Applications and fees will only be accepted during regular business hours except for online payments.
- f. No overnight parking unless specifically authorized by the Facilities, Parks, and Recreation Director.
- g. Non-Profit organizations with Non-Profit Athletics User Agreements or Non-Profit User Agreements with the District and a valid 501© are eligible to utilize the Hamlin House on a once-a-month basis for meetings with the approval from the Facilities, Parks, and Recreation Director. Additional days can be requested and approved by the Facilities, Parks, and Recreation Director on an as-needed basis. Hamlin House requests are subject to availability. An entity with an approved Non-Profit Athletics User Agreements or Non-Profit User Agreements will be subject to the requirements and specifications within their respective Agreement.
- h. Non-Profit organizations with Non-Profit Athletics User Agreements or Non-Profit Recreation User Agreements will be required to charge a 20% Non-Resident fee to all participants who are not residents of Indian Trail Improvement District or pay into the District's park system. The Non-Resident fee shall not exceed Thirty-Five (\$35) Dollars.

The Non-Resident fee must be paid to Indian Trail Improvement District within Thirty (30) days of the close of registration for that sports season. The payment must include a receipt showing the breakdown of registrations received by the user for that sport season or recreation program.

A Non-Resident Fee may not be charged for programs in Acreage Community Park South subject to the District's lease Agreement with Palm Beach County.



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- i. Organizations/Instructors wanting to conduct business on District property will be charged a 70/30 percentage rate split. 70% paid to the Organization/Instructor, and 30% paid to the District as Rental Fees. Deposits will be charged separately and must be paid per the terms of the application. These funds will be held during the term of the application and released back to the Organization/Instructor upon completion of the applications program(s)/event(s), subject to the terms of the agreement.

These rates will be charged through the District's recreation software system and payable to the Organization/Instructor on a monthly/per program/event basis, subject to the Organization's/Instructor's program/event schedule.

All Organizations/Instructors conducting business on District property will be required to provide the District with specific items that will be listed in the permit application prior to final approval.

*Fees may not be charged for programs in Acreage Community Park South subject to the District's lease Agreement with Palm Beach County.

- j. Patrons, Users or Permit Holders experiencing a non-emergency park or facility issue are encouraged to contact the Facilities, Parks, and Recreation Department.
- k. The District may require any Service Provider, User or Permit Holders to provide Criminal Background Checks for volunteers, coaches, referees/umpires, concession attendants or any other person who may interact or supervise children under the age of SEVENTEEN (17).
- l. Unapproved clinics, lessons or other financial producing activities are strictly prohibited without the approval of the District. Failure to abide by these rules may result in the suspension or trespass from District property.
- m. Skateboards, in-line skates, scooters, roller skates or similar forms of transportation are prohibited in any District park, unless the area is designated for that form of transportation, such as a skate park. Riders under the age of 18 must be accompanied by an adult and must wear an approved helmet.
- n. Motorized vehicles must remain within the parking areas, or roadways permitted. Motorized vehicles will NOT be permitted outside of parking areas or roadways without the approval of the District.
 - a. Bicycles (including electric)

To the extent allowed by state law, in a park or recreational area, it shall be unlawful for any person to ride a bicycle other than on a paved vehicular road or path designated for such purpose. Doing wheelies, lifting the front wheel off the ground for a period of time, is prohibited on all District property.
- o. Mask Restrictions on District property. Per Florida Statute 876.12, No person or persons over 16 years of age shall, while wearing any mask, hood, or device whereby any portion of the face is so hidden, concealed, or covered as to conceal the identity of the wearer, enter upon, or be or appear upon any lane, walk, alley, street, road, highway, or other public way in this state.



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SECTION 7. APPLICATION PROCEDURES & PERMIT REQUIREMENTS

- A. **Inquiries:** Any interested party who makes an Inquiry for facility/pavilion/athletic field availability and makes a rental appointment to finalize a rental permit and pay applicable fees and deposits. The interested party must complete a Facility Use Application, sign a permit, and pay all applicable fees and deposit amounts prior to finalizing the permit to secure the dates, times and locations as outlined in the Facility Use Application.
- B. **Application Procedures:** All Applicants must be TWENTY-ONE (21) years of age or older and complete a District Facility Use Application (“Application”) and pay all applicable fees and deposits per the District Parks and Recreation Fee Schedule at the time of completing a Facility Use Application. The District will not be responsible for reserving dates without a completed permit, and all applicable fees and deposits. Permit requests are scheduled on a first come first serve basis. All potential users shall complete an application a minimum of FIVE (5) business days prior to the rental date. Additional fees may be required from the applicant when limited advance notice is provided as determined by the Parks and Recreation Fee Schedule

A copy of the Facility Use Permit is attached as **Exhibit “A”**.

- C. **Insurance Requirements:** Applicants with groups above 50 individuals (participants) and/or requiring special requests, such as bounce houses, will be required to meet the District’s minimum insurance requirements. Proof of insurance must be submitted to the District’s Parks and Recreation Department prior to the final approval of any applicant’s permit request. Failure to provide the required insurance will result in the cancellation of the permit.
1. **Commercial General Liability Insurance Policy** – limits of at least \$1,000,000 each occurrence
 2. **Participant Legal Liability** – This must be shown on the certificate.
 3. **Products Liability Coverage** – Required only for the sale of any products including food and beverages.
 4. **Automobile Liability insurance** – Limits of at least \$1,000,000 each accident (required only if using a mobile concession vehicle or if using a vehicle to transport participants, goods, equipment to and from the District Park or Property.)
 5. **Insurance Rating** – Insurance companies should have an A.M. Best’s rating of B+VIII or higher.
 6. **Indian Trail Improvement District** – Listed as additional insured if using District facilities.
 7. **Certificate holder shall read:**

**Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida 33412
Attn: Facilities, Parks, and Recreation Director**

***Please see Section 14 for more details regarding insurance requirements.**



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D. Reservation Policies

1. Applicant(s) must be TWENTY-ONE (21) years of age or older.
2. Reservations may not be submitted any earlier than THREE (3) months in advance.
3. Reservations will be on a first come, first served basis.
4. The approval reservation date of use requested by Applicant must meet all terms and conditions as outlined in the above Sections of this Policy.
5. The District may accept Reservations made less than FIVE (5) business days in advance of the rental date, if the facility and required staff are readily available. The District may require additional fees from the applicant when limited advance notice is provided as outlined in Exhibit B; Fee and Rental Rates.
6. All reservations are subject to the approved fees and deposit requirements outlined in Exhibit B; Fee and Rental Rates.
7. Confirmation of a reservation shall be given after the payment of all appropriate fees and deposits; and the submittal of all respective permits and/or licenses and insurance requirements.
8. Pavilions are available for reservation based on a “Per Time Block Schedule.” Pavilion Time Block Schedules are from 8:00 AM - 11:00 AM; 12:00 PM - 3:00 PM; and 4:00 PM – 7:00 PM. Applicants can reserve all Time Block Schedules to secure a full day if additional time is required. Reservation(s) for a combination or all Time Block Schedules, will require full rental payment of the reserved Time Block Schedules. Only ONE (1) Deposit will be required when renting a combination or all Time Block Schedules on the same day.
9. A small portable grill may be used during a facility or park rental. Grills in excess of 200 square inches will require approval from the Facilities, Parks and Recreation Director and are subject to additional fees and/or insurance requirements.

E. Denial of Permit Applications

The District may deny a use and/or the application for a permit for any of the following reasons:

- a. The facility is incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance.
- b. If applicable, the user fails to demonstrate the ability to provide adequate security to ensure the safe conduct of an event.
- c. The applicant fails to comply with all of the conditions of this Policy or those set forth in the rental contract.
- d. The permit holder is directly responsible for the conduct of all participants. Any person or persons violating the facility rental agreement, or park rules and regulations, or in the opinion of the District’s Facilities, Parks, and Recreation Director constituting a public nuisance, potential hazard to public or park property, or exhibiting disorderly conduct, may be expelled from the park property by the District.
- e. The activity is likely to cause physical damage to the facility, grounds, fields, or its equipment.
- f. Conditions for the issuance of a facility use permit remain unfulfilled.



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- g. If it comes to the attention of the District that the application has or will violate any law or regulation relating to the rental of the District facility or that the proposed use of the facility will violate any District Policies, Palm Beach County Ordinance and/or Federal and State Statutes.
- h. Another event is already scheduled on the requested date.
- i. The applicant previously used the facility and failed to comply with applicable rules or conditions, or due to damage or lack of cleaning.
- j. Vandalism and/or illegal acts.
- k. Weather emergencies, Acts of God, etc.

F. Facility Use Permits

1. Upon approval of an application, a Facility Use Permit will be issued authorizing the requested use of the facility. Requesting user must sign the permit and agree to all terms and conditions thereof.
2. The Facilities, Parks and Recreation Director may attach such conditions to the permit deemed necessary for the protection of the public health, safety, welfare, and the maintenance and operation of the facility.
3. The permit holder may not transfer, assign, or sublet use of the reserved facility or apply for use on behalf of another person or organization. The permit holder must be TWENTY-ONE (21) years or older and be present for the duration of the event. Failure to comply shall result in forfeiture of fees and/or deposits.
4. If at any time prior to or during the scheduled event the permit holder is not in compliance with the policies and regulations stated in this Policy, or the conditions of the Facility Use Permit, and after notice of non-compliance, has failed or refused to comply (or compliance is no longer possible), the District, acting by and through the Facilities, Parks and Recreation Director or his/her designee, may cancel the reservation or terminate the event. Under those circumstances, no deposits and/or fee(s) previously paid by the applicant shall be returned.
5. The District is not responsible for any damage done to the renter's equipment while on District property, or if the equipment is stolen. Should the equipment cause damage to District property, the user group will be responsible for providing the District with restitution.

G. Bounce House Policy

1. Bounce Houses are permitted in all District parks with the approval of the Facilities, Parks, and Recreation Director, who may request approval from the Board of Supervisors prior to issuing the permit.
2. The use of self-contained, inflatable water slides, inflatable water pools or any bounce house that requires water is not permitted within any District Park or Property.
3. No more than TWO (2) bounce houses may be reserved and used during a facility or park rental. Any facility or park rentals requesting more than TWO (2) bounce houses will be required to complete a Special Event Application form and will require approval from the Facilities, Parks and Recreation Director who may request approval from the Board of Supervisors prior to issuing the



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- event permit. Bounce Houses or Slides (no water slides) will require a special fee, insurance and must be approved by the Board of Supervisors.
4. No more than TWO (2) – TEN (10) by TEN (10) tents may be reserved and used during a facility or park rental. Facility or park rental requests requiring more than TWO (2) – TEN (10) by TEN (10) tents will be required to complete a Special Events Application and will require approval from the Board of Supervisors and additional deposit and rental fees as outlined in Exhibit B; Fee and Rental Rates.
 5. No Bounce Houses or other types of slides (no water slides) or temporary structures, except for TWO (2) – TEN (10) by TEN (10) tents, shall be permitted on any Athletic, Open Recreation or Multi-purpose Field without approval from the Board of Supervisors and additional deposit and rental fees as outlined in Exhibit B; Fee and Rental Rates.
 6. A commercial vendor must supply, set up and tear down the bounce house(s).
 7. The vendor must provide a generator to power the bounce house. Park electric will not be permitted or available for this purpose. Violation of this requirement will result in the forfeit of their deposit.
 8. The vendor must provide the District with the appropriate insurance subject to the District's Insurance requirements found in Section 7(c) of the Facilities, Parks, and Recreation policy prior to the rental date.
 9. Bounce House(s) set up location must be approved by the District.
 10. Bounce House(s) may not be set up earlier than 1 hour prior to the start of the permit and must be removed upon completion of the permit.
 11. The permit holder is responsible for monitoring the use of the bounce house(s).
 12. The permit holder may not leave the park or facility until the bounce house(s) have been removed. Violation of this requirement will result in the forfeit of their deposit.
 13. If the District receives a nuisance complaint the permit holder must cease the use of the bounce house(s). The District will not be responsible for the loss of the use of the bounce due to the negligence of the permit holder.
 14. The District will not be responsible for damage that may occur to the bouse house(s) for any reason. It is the responsibility of the permit holder to assure that the set-up site is free of obstructions and potential hazards.

H. Payments, Fees, & Deposits

1. In General

- a. All contracts are subject to rental and cancellation fees and deposit requirements established in the District Board approved Parks and Recreation Fee Schedule.
- b. Rental fees must be paid in full prior to the rental date(s) and location(s) being reserved. Payments can be made by personal or business check, cashier's check, credit card, or cash.
- c. Failure to comply with the payment procedure in this policy may result in the cancellation of the facility rental or event. Cancellation and returned payment fees will apply.
- d. In the event of damage, destruction or defacement to property, the applicant shall be liable for all expenses required to repair, restore, or replace the facility, its furnishings, or equipment to its original condition. If damage has incurred, the applicant shall be



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required to pay the full cost of the necessary repairs, including damage that exceeds deposit amounts.

- e. Cleaning and alcohol deposits shall be refunded if proper cleanup is completed, and no damage is incurred as a result of the rental. This determination will be made by staff.
- f. Applicable deposit balances will be refunded 30 days.
- g. Acceptable forms of payment will be checks, credits cards, or debit cards. Cash payments will not be accepted.

2. Cancellation and Refunds

All rentals shall adhere to the following cancellation/refund policy:

- a. The District shall not assess any fees if the cancellation is made TEN (10) or more business days prior to the start of a rental or a special event.
- b. Cancellations made less than TEN (10) business days prior to the start of a rental, or a special event will be subject to a cancellation fee.
- c. A date change is subject to facility and staff availability.
- d. Refund checks will be mailed to the applicant's address on the rental application. Applicants may request an ACH refund payment. Requests for an ACH refund payment will require the completion of an ACH form for processing. *Refunds will not be available for pickup.

I. Security

- a. The District reserves the right to require security as staff deems appropriate.
- b. The cost of security will be the responsibility of the applicant.

SECTION 8. ALCOHOL USE

A. Alcohol use is allowed at Acreage Community Park North Athletic Campus, Acreage Community Park South Athletic Campus, Acreage Community Park Entertainment Campus, Nicole Hornstein Equestrian Park, and Hamlin House with written permission from the Facilities, Parks, and Recreation Director. All approved alcohol use must comply with applicable State Statutes and provisions of this Policy. Failure to comply with any regulations will result in the immediate revocation of the permission to use alcohol and termination of the event. The District may require additional regulations and specifications in the facility use permit for any event.

B. General Alcohol Regulations

- 1. Other than permitted alcohol approval at Acreage Community Park North Athletic Campus, Acreage Community Park South Athletic Campus, Acreage Community Park Entertainment Campus, Nicole Hornstein Equestrian Park and Hamlin House, District parks and facilities are alcohol free.
- 2. The District shall require an alcohol permit fee in the amount established in Exhibit B, Fee and Rental Rates.
- 3. To serve alcohol, the District shall require proof of Full Liquor Liability Insurance coverage.



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4. The sale of alcohol at private parties, including but not limited to weddings, anniversaries, birthdays, etc. must be arranged through a caterer with a valid license obtained from the Florida Division of Alcoholic Beverages and Tobacco. **NO EXCEPTIONS.**
5. Non-profit organizations may serve alcoholic beverages by obtaining a temporary permit from the Florida Division of Alcoholic Beverages and Tobacco.
6. Alcohol shall not be served to any person under the age of TWENTY-ONE (21). The user's failure to comply, monitor and enforce these provisions is grounds for the immediate termination of the activity; forfeiture of the refundable deposits; and all reservation fees. The District may pursue criminal charges and/or civil legal action against the User.
7. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on District premises, including but not limited to the Acreage Community Park North Athletic Campus, Acreage Community Park South Athletic Campus, Acreage Community Park Entertainment Campus, Nicole Hornstein Equestrian Park and Hamlin House, shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the Facility Use Permit for the facility agree to indemnify the District for any such injuries.
8. Service of alcohol is only allowable during the approved alcohol service time.
9. All alcohol must be distributed by server(s), who are TWENTY-ONE (21) years of age or older, from behind a table or a bar, which must be monitored by the server at all times. The server(s) must be a member of the catering staff or a hired bartender and may not be a guest of the event. The server(s) must be an adult, over the age of TWENTY-ONE (21) and is required to submit a copy of his/her driver's license a minimum of FIVE (5) business days prior to the event. The server(s) is responsible for ensuring that guests are over the age of TWENTY-ONE (21) and not over-served or acting irresponsibly. The server shall not consume any alcohol while on duty. The District reserves the right to require Criminal Background Checks of any caterer, its employees or volunteers.

C. Liquor License Requirements

1. No sales or requests for donations for alcohol are permitted without a license from the Florida Division of Alcoholic Beverages and Tobacco. A copy of the license must be posted in plain view near the bar, or other location, where the alcohol is being served.
2. Non-Profit Organizations: A ONE (1) day alcoholic beverage permit can only be issued to non-profit organizations and only if the proceeds are going back to that Non-Profit organization.
3. Private Parties: Private parties (e.g., weddings, anniversaries, birthdays, meetings, or anyone other than a non-profit organization) shall not sell alcohol on their own but must arrange sale through a licensed caterer. The caterer must have a state license which enables the caterer to sell beer, wine, & distilled spirits (hard liquor). If the caterer does not have this license, the private party cannot sell alcohol. **NO EXCEPTIONS.** It is illegal for a private party to sell alcohol on their own.



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SECTION 9. ACREAGE COMMUNITY PARK NORTH ATHLETIC CAMPUS

- a. Acreage Community Park North Athletic CAMPUS is a permitted-use-only facility. The North Athletic Campus is only open during the hours under Section 4.
- b. Any individuals, group(s) or organization(s) requesting to utilize a North Athletic Campus “Athletic Field” will require a permit.
- c. The North Athletic Fields designated for baseball or softball will be restricted to only those uses, unless the Facilities, Parks and Recreation Director approves the usage.
- d. Acreage Community Park North Athletic Campus’s Athletic Fields will be sub-divided into sections as follows: Each section may be closed or permitted at the discretion of the Facilities, Parks and Recreation Director based on conditions or community need.

Football Fields

Field 1A, 1B, 1C, 1D

Field 2A, 2B, 2C, 2D

Field 3A, 3B, 3C

Baseball/Softball Fields

Field 1

Field 2

Field 3

Field 4

SECTION 10. ACREAGE COMMUNITY PARK SOUTH ATHLETIC CAMPUS

This is intentionally left blank until further information is provided by the Environmental Resource and Management Department of Palm Beach County.

SECTION 11. EQUESTRIAN POLICIES & PROCEDURES

SECTION 11.01. POLICY STATEMENT

District parks and facilities shall be available for meetings, activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community, or may be otherwise approved by the Board of Supervisors. However, the District’s parks and facilities have limited capacity. The purpose of the Equestrian Policy is to ensure that park service capacity is allocated in a fair and equitable manner. Fees charged for the use of District facilities and parks are intended to financially assist with the ongoing maintenance and operation costs in providing this community service. The Executive Director may establish and modify operational procedures consistent with this Policy. The Facilities, Parks and Recreation Director may periodically review the Equestrian Policies and Procedures and Equestrian Fee Schedule to make recommendations for changes and/or updates. Upon recommendation by the Executive Director, the changes or updates to the Equestrian Policies and Procedures and/or Equestrian Fee Schedule will require approval by the Board of Supervisors.



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SECTION 11.02. STAFF RESPONSIBILITIES

Staff shall:

1. Be responsible for enforcement of all policies, rules and regulations established in this Policy and may deny or terminate use of a facility at any time if determination is made that the use does not conform to the requirements of this Equestrian Policy, violates the terms of any use permit, or may cause damage to the facility.
2. Oversee and supervise all events at District facilities for the safety and wellbeing of the public and proper maintenance of the facility.
3. Be responsible for and have complete authority over the facility being used, all equipment, participants, activities, alcohol use and security on site per the terms of this policy.
4. Have authority to request changes in activities or cessation of objectionable activities. Users shall comply with staff requests and instructions. Failure to comply with reasonable staff requests shall be grounds for staff to immediately terminate use of the facility or park and request the individual to leave the District's property.

SECTION 11.03. PARK FACILITIES: HOURS OF OPERATION

This policy applies to the following District facilities, parks, athletic fields, open recreation areas, playgrounds, recreation fields and pavilions: The Facilities, Parks and Recreation Director may approve permit times outside of the hours of operation subject to staff availability and appropriate fees paid if applicable.

- a. Nicole Hornstein Equestrian Park: Mon-Sun: 7:00 AM – 9:00 PM
(All arenas close by 8:30 PM) Riders are expected to be completely packed up and exit the park by closing. Consistent failure to exit the park in a timely manner may result in the rider being suspended or trespassed from using the facility.

SECTION 11.04. GENERAL OPERATING REGULATIONS

- a. All District parks and facilities are alcohol, drug and tobacco free. This includes vaping, dipping and chewing tobacco. Those persons wishing to smoke or use tobacco items must do so outside of the park.
- b. Alcohol use is only allowable at certain parks for events or rentals as outlined in Section 7 of the Facilities, Parks, and Recreation Policy. Alcohol requests are subject to board approval through permit application requests.
- c. The Facilities, Parks and Recreation Director reserves the right to approve or deny all facility use, athletic use, or event permit applications except for those requesting fee waivers, or extenuating circumstances outside of normal requests, which will require approval by the Board of Supervisors.
- d. The User or permit holder must attend the permitted event and shall remain on-site until all patrons have left and will perform a walk-through of the facility or park with District staff prior to leaving to ensure that the facility or park is restored to its original condition.
- e. The District requires a responsible individual over the age of SIXTEEN (16) to supervise any children under the age of THIRTEEN (13) while using or enjoying a park or facility.
- f. Applications and fees will only be accepted during regular business hours except for online payments.



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- g. Patrons, Users or Permit Holders experiencing a non-emergency park or facility issue are encouraged to contact the Facilities, Parks and Recreation Department.
- h. Unapproved clinics, lessons or other financial producing activities are strictly prohibited without the approval of the District. Failure to abide by these rules may result in the suspension or trespass from District property.
- i. Skateboards, in-line skates, scooters, roller skates or similar forms of transportation are prohibited in any District park, unless the area is designated for that form of transportation, such as a skate park. Riders under the age of 18 must be accompanied by an adult and must wear an approved helmet.
- j. Motorized vehicles must remain within the parking areas, or roadways permitted. Motorized vehicles will not be permitted outside of parking areas or roadways without the approval of the District.

SECTION 11.05. NICOLE HORNSTEIN EQUESTRIAN PARK – GENERAL RULES

Failure to abide by the following rules and guidelines can result in the suspension or trespass of any violators by the District.

- a. Physical abuse of any animal will not be tolerated and will be subject to immediate suspension and/or trespass from District property and may result in the notification to the appropriate authorities for potential criminal charges.
- b. Park hours are from 7:00am-9:00pm. Riders are expected to be completely packed up and exit the park by closing. All arenas close at 8:30pm. Consistent failure to exit the park in a timely manner may result in the suspension or trespass of the rider and/or patron.
- c. All Riders and/or Patrons with Equine Animals must possess and provide Current Negative Coggins.
- d. Riders, spectators, and/or patrons at the Nicole Hornstein Equestrian Park are using it and its amenities at their own risk.
- e. Canines must be on a leash no longer than 6 feet at all times. The dog's owner or caretaker is responsible for picking up and properly disposing of any waste.
- f. A Canine exhibiting aggressive behavior may result in the Owner or Caretaker removing the Canine from the Park.
- g. No skateboards, in-line skates, scooters, roller skates, motorized vehicles including but not limited to; one wheels, golf carts, ATV's, side-by-side's, dirt bikes etc. are permitted within the park. Staff has the authority to ask riders, patrons, or spectators to remove these items, or vehicles from the park.
- h. No glass: all liquids must be kept in shatterproof containers.
- i. Riders, Patrons, and Spectators using the park shall not touch or feed any animal that is not his or hers without permission from the Owner or Rider.

SECTION 11.06. HORSE & RIDER – RULES AND ETIQUETTE

Failure to abide by the following rules and guidelines can result in the suspension or trespass of any violators by the District.



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1. All riders and/or patrons with Equine animals utilizing the park shall complete a registration form, liability waiver, and provide current negative Coggins to the Facilities, Parks, and Recreation Department.
2. All Riders and/or Patrons with Equine Animals must possess and provide Current Negative Coggins.
3. Horses are to be washed at the designated wash rack stations.
4. While on all District property and regardless of a rider's style, riders under SIXTEEN (16) years of age: shall wear an approved safety helmet that complies with the standards of Section 773.06(02), Florida Statutes ("Nicole's Law").
5. Any rider under the age of FIFTEEN (15) years old must be accompanied by an Adult (18 years of age or older) when using the facility.
6. Any horse known to display harmful behavior (such as kicking or biting) must wear a red ribbon in its tail to alert other riders. Stallions will be required to wear a yellow ribbon to alert other riders. Riders must alert others of any behavioral issues with his or her horse.
7. Riders are prohibited from riding in a manner that will harm themselves, the horse, or others. Racing is prohibited.
8. Lunging is prohibited in any open area (see Arena & Round Pen Rules for Locations).
9. Grazing or feeding is allowable inside or on the outside of the owner's trailer. Owners shall remove any excess feed that may have fallen onto the ground.
10. No hay or hay bags will be allowed within the park area and can only be affixed to the interior or exterior of the trailer.
11. Horses shall not be loose, including being hobbled, in the park or facilities. Horses shall be tied to approved hitching posts only. Horses are not to be tied to fences, trees, pavilions, equipment, gates, etc.
12. Paved or concrete walkways are for pedestrians only. Horses may cross the paved walkways when entering and exiting the arenas.
13. Horses are strictly prohibited inside the picnic pavilion, playgrounds, chained or fenced off areas; or other areas designated "off limits".
14. All riders must wear proper attire, including proper footwear while utilizing the park.

SECTION 11.07. ARENA AND ROUND PEN – RULES & ETIQUETTE

Failure to abide by the following rules and guidelines can result in the suspension or trespass of any violators by the District.

1. Physical abuse of any animal will not be tolerated and will be subject to immediate suspension and/or trespass from District property and may result in the notification to the appropriate authorities for potential criminal charges. A person who unnecessarily overloads, overdrives, torments, deprives of necessary sustenance or shelter, or unnecessarily mutilates, or kills any animal, or cause the same to be done, or carries in or upon any vehicle, or otherwise, any animal in a cruel or inhumane manner. Suspicions or complaints regarding animal abuse will be reported to the proper authorities.
2. The Arenas and Round Pen are for "Equine" use only. Per F.S. 773.01(2) "Equine" means a horse, pony, mule, or donkey.



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3. No barrels will be allowed in the Main Arena, East Arena, and Round Pen. Use of barrels will be only allowable in the West Arena.
4. Canines are not permitted in the Arenas or Round Pen.
5. Horses shall be lunged in the Round Pen only. In the event the Round Pen is unavailable, the East Arena may be used as an overflow Arena allowing for lunging.
6. All equestrian “Groundwork” must be done in the East Arena and/or Round Pen only.
7. A rider may not deny another rider’s use of an arena or use of any facilities.
8. No cantering/loping except in the Arenas, Dressage Arena and Round Pen.
9. Tampering or changing of the lights, fencing, sprinklers, arena footing, etc. is strictly prohibited.
10. Dragging, grooming and/or maintenance of the Arenas and Round Pen is performed solely by staff.
11. Absolutely no feed, hay or water is permissible in the Arenas or Round Pen.
12. The use of the Round Pen shall have a time limit of 30 minutes for each person and horse if another is waiting to use it.

SECTION 11.08. PARKING LOT – RULES

Failure to abide by the following rules and guidelines can result in the suspension or trespass of any violators by the District.

- a. Any horse not properly hitched to a trailer or inside a trailer must be attended at all times.
- b. No overnight parking unless specifically authorized by the Facilities, Parks and Recreation Director.
- c. Manure must be picked up by the rider and removed from the property upon completion of use.
- d. No trailers are to be unhooked while on District property or parks without approval from the District; certain exceptions may be approved by the Facilities, Parks, and Recreation Director or designee.
- e. Equestrians riding, feeding, loading or unloading of equine animals in the parking lot due so at their own risk.

SECTION 11.09. EVENT OR COMMERCIAL USE

- a. Unapproved clinics, audits, lessons or other financial producing activities are strictly prohibited without the approval from the District.
- b. Training and lessons are prohibited without the written permission from Indian Trail Improvement District and would require a permit, permit fees, insurance, Coggins, and any additional information the District may need prior to the use of the park for commercial events/use.
- c. All riders and patrons utilizing the park will be required to complete a registration form, liability waiver, and provide current negative Coggins to the Facilities, Parks, and Recreation Department.
- d. Any party(s) looking to host an event or use it for commercial activity will be required to provide the District with the appropriate insurance requirements per the Facilities, Parks, and Recreation Policy and must meet minimum state requirements.
- e. No Party or Rider has the authority to remove another Rider from use of an arena unless that particular arena has been rented. No more than 2 arenas may be rented at a time. The Round Pen is for public use only and cannot be rented. The remaining arena, not rented, will be for public use. If a



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Rider does need to be removed from an arena, then the appropriate staff shall be notified, and a staff person will remove that Rider.

- f. The District may require any Service Providers, Users or Permit Holders to provide Criminal Background Checks for volunteers, coaches, referees/umpires, concession attendants or any other person who may interact or supervise children under the age of SEVENTEEN (17). All background checks will be subject to the District's risk management policy and require a level 2 background check.

SECTION 11.10. SPECTATOR RULES

- a. Riders, Patrons, and Spectators using the park will not be permitted to touch or feed any animal that is not his or hers.
- b. Spectators shall not stomp on bleachers, use air horns, make any clucking, kissing, whistling or any sound that may be distracting or used as a command to a horse. Any potential violation of this rule will be at the discretion of staff. If a violation has been confirmed, the individual/group who is causing the issue will be asked to discontinue with that distraction. If the individual/group fails to comply with staff's request that individual/group may be asked to leave District property.

SECTION 11.11. PARK VIOLATION PROCEDURES

- a. Failure of a park patron, spectator, rider, or user to comply with the Facilities, Parks and Recreation Policy, Equestrian Policy, Palm Beach County Ordinance, State Statutes or other applicable policies, ordinances and/or laws may result in a warning, removal or may require interdiction with the Palm Beach County Sherriff's Office (PBSO) for further investigation and/or prosecution by the Palm Beach County Office of the State Attorney.
- b. Any damages caused by a patron, spectator, rider, or user to any District property, will be subject to a trespass issuance, restitution and/or additional charges deemed appropriate by PBSO and/or the Palm Beach County Office of the State Attorney.
- c. The District Legal Counsel shall review any non-accidental, malicious damage, caused by a patron, spectator, rider, or user to any District property. The review will be for any applicable civil claims or financial restitution against a patron and/or user including personal insurance (property or liability) regardless of any intervention or investigation by PBSO of the Palm Beach County Office of the State Attorney.
- d. The District may choose to permanently refuse future rentals and/or other permits to users, patrons, spectators and/or riders who violate any Section of the Facilities, Parks and Recreation Policy.

SECTION 11.12. ENFORCEMENT

- a. It shall be the duty and responsibility of all law enforcement officials within their jurisdiction to enforce all State laws, County ordinances, and County traffic regulations within the limits of all parks and other areas maintained and operated by the District.
- b. It shall be the duty and responsibility of law enforcement officers and designated District employees to enforce all park rules and regulations. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by these rules or for any person to fail to comply with any lawful and reasonable order given by law enforcement officers or authorized District employees.



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- c. It shall be the duty and responsibility of law enforcement officers and authorized District employees to enforce all provisions of permits issued by the District. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by any permit issued by the District. Copies of policies pertaining to any activity and/or facility may be furnished with each permit issued. Permits may be required relating to camping, picnicking, boating shooting and archery, fireworks, special events, aircraft, public facilities as the District deems necessary, fees may be charged for any permits issued by the District.
- d. Permit holders who experience any issues while their permit is actively in use shall report those issues to staff and may enforce the permit rules and regulations as appropriate.

SECTION 11.13. FEES

Fees are based on the chart below. Non-Active Units within the District will be required to pay the same fee schedule as the Non-Residents fees.

Fees will be paid on an annual basis, starting January 1st, and ending December 31st. Registration fees that are paid November 1st - December 31st will be prorated to \$25, and will be required to reregister January 1st for the beginning of the new year.

Event and Commercial Fees will be part of a later version.

	Resident Fee	Non-Resident Fee
Annual Registration Fee	Free	\$75
1-Time Day Pass	Free	\$5

SECTION 12. EQUESTRIAN AND MULTI-MODAL TRAILS

Intentionally Left Blank. There may be separate sections for Equestrian and Multi-Modal Trails.

SECTION 13. HAMLIN HOUSE

- a. **Facility Use:** Hamlin House shall be available for meetings/activities under the following criteria:
 - a. Government agencies
 - b. Board approved non-profits, civic-oriented organizations with elected board members governing via established by-laws serving the property owners of the District.
 - c. Other organizations, as approved by the District Board of Supervisors at a duty convened by the District.
 - d. Other individual and group events as approved by the District.



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The District shall have the right of first use of the Hamlin House facility and all other uses shall be secondary. All rental opportunities are subject to availability on a first come, first served basis. When the Board “bumps” an already scheduled rental, the group will receive a full refund, or select another available date.

Use of Parking Lot

The parking lot shall not be utilized as a meeting room. The parking lot and perimeter of the Hamlin House facility have been fitted with lights which have been outfitted with automatic timers for security reasons. They are no way meant to provide lighting for nighttime meetings to be held in the parking lot, which is prohibited.

- b. Hours of Operation for Renting Meeting Room:** Available rental times are from 8:00am to 9:00pm Monday through Sunday. The Facilities, Parks, and Recreation Director shall determine approval of use outside of the posted use times. (Note: Additional costs may result).
- c. Rental Rate Structure:** Usage fees are set according to the Board approved fee schedule.
 - a. See Exhibit “G” for current Board approved fee schedule.
 - b. A minimum of 5 business days’ notice must be given prior to using the meeting room.
 - c. The total rental fee is due prior to scheduling the meeting room. Failure to pay the total fee charged will result in the cancellation of the agreement and removal from the schedule.
 - d. Payments may be made by check, money order, or cash, and dropped off at the Hamlin House or Administration Building during normal business hours.
 - e. User groups must exit the facility when their rental time has expired. Meetings may not “run over” the allotted, approved rental time. The Facilities, Parks, and Recreation Director shall determine approval of use outside of the posted use times. (Note: Additional costs may result).
- d. Holidays:** The meeting room is available 365 days a year, except Christmas Day.
- e. Building Attendant:** Staff will be available during the time of the rental. The staff person will open and close the facility and conduct a “walk through” of the facility once the meeting concludes, to ensure that no damage has been incurred to the building or property.
- f. Security Personnel:** If the presence of a Palm Beach County Sherrif’s Deputy is required in order to better protect the attendees and facility (including its contents) from potential risk, all costs associated with hiring the Sheriff’s Deputy will be incurred by the user group.

Under no circumstances shall a visitor be given security access codes to alarm systems, keys to the building, or access to the buildings systems without approval by the District’s Executive Director.

- g. Damage Deposit Fees:** Payment of a damage deposit fee is required by all user groups utilizing the meeting room. The deposit costs will be held for the duration of the agreement unless damages occur.



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If damage occurs, the deposit will be utilized to compensate the District for any damages which has been incurred. An inspection of the room before and after use will be conducted by District staff.

Additional damage fees may be assessed for damage to District property or missing items as deemed by the Facilities, Parks, and Recreation Director. These additional fees may include but not limited to the following:

- a. Removal of carpet/floor stains requiring more than standard extraction techniques.
- b. Stains on walls.
- c. Broken or missing furniture, damaged facility amenities and/or equipment.
- d. Defacement of any part of the interior or exterior of the building.
- e. Damage created by improper use of equipment or non-compliance of facility rules.
- f. Equipment found to be missing as a result of a group using the facility.

Please note, should damage to District property exceed the security fee, the user group will be billed the additional amount to bring the District whole. In addition, the group will be prohibited from any future use of the facility.

- h. Set-up and Clean-up:** Chairs, tables and other such items may be relocated or set up during the rental but must be returned to their original configuration by the end of the rental by the user group. The user group representative, permit holder, is responsible for setting up, cleaning up, and removal of all items for the permitted use. If the room is found to be in unacceptable condition at the end of the meeting or rental, the deposit will not be refunded.

Permit holders shall not nail, staple, tape, glue or otherwise attach or alter any item to any portion of the building without prior written authorization by the Facilities, Parks, and Recreation Director.

All permit holders' equipment, supplies, etc. must be removed from the building at the end of the rental and the room shall be brought back to its original condition before the group leaves.

- i. Waiver of Rental Fees and Other Charges:** The District's Board of Supervisor's designated committees are exempt from paying fees for use of the facility.

The following District oriented non-profit agencies, Acreage Landowners Association, Citizens Observer Patrol, Acreage Athletic League and any other appointed agencies by the Board of Supervisors are hereby exempted from any/all rental fees and other charges for the rental of the facility one (1) time each month.

The Board of Supervisors may waive any/all rental fees and other charges for rentals of the facility by other governmental agencies, District oriented non-profit agencies, or other agencies associated with government agencies, (i.e. School Board, Supervisor of Elections, South Florida Water Management District Western Communities Council, and other Special Districts). Such waivers shall be restricted



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to weekdays and evenings only (no weekends). No such waivers shall be permitted for weekend use unless approved by the Board of Supervisors. The function must be for an official government purpose. A waiver (listed on the permit application) must be prepared and submitted to the Board of Supervisors for written approval. **Any other waiver of rental fees or other charges is prohibited unless approved by the Board of Supervisors.**

- j. **Cancellation:** A request to cancel a booking must be done in writing from the original permit holder making the reservation. Refunds will be made as follows:
 - a. Check refund only, no cash refunds permitted for auditing purposes.
 - b. Seven days or more notice: A full refund, will be made if the notice of cancellation is received 7 or more days prior to the rental.
 - c. Six (6) – Three (3) day notice: No refund will be given. However, the group will be allowed to reschedule the planned permitted event to another available date.
 - d. 48 Hours or Less notice: No refunds or rescheduling will be allowed.
- k. **Rescheduling:** An event may be rescheduled, if the user group contacts the Facilities, Parks, and Recreation Department or Administration office in writing at least three (3) days prior to the original permitted date, provided that a suitable substitution date is available. See item **l. Uncontrollable Events** below for exceptions. Also note “bumping” procedures listed under item **1**.
- l. **Uncontrollable Events:** The District reserves the right to cancel or reschedule any event, at any time, due to circumstances over which it has no control. An example of this would be damage to the building, which would render it unusable for a particular event or function. In the event of this occurring, a full refund, or substitute date where one is reasonably available, will be granted.

In the event the National Weather Service imposes a HURRICANE WARNING or other natural disaster for our area within 24 hours of the scheduled event, the event may be rescheduled, within the original parameter, at no charge. If the District’s Board of Supervisors “bumps” a date, which has already been scheduled for use by another group, the permit holder will receive a full refund or have the option to reschedule to another available date. The District reserves the right to cancel any rental for safety, maintenance, or for failure to meet rental agreement guidelines.

- m. **Alcoholic Beverages:** Consumption or sale alcoholic beverages is prohibited unless such criteria as outlined in Section 8, (Alcohol Use) is met. Under no circumstances will any type of alcoholic beverages other than beer and wine, pre-approved by the District, be allowed on or in District parks or District property.

The District assumes no responsibility for the behavior/results of alcohol consumed by meeting/permitted event participants.



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- n. **Hold Harmless Agreement:** A hold harmless agreement will be required of the user group to indemnify the District, its staff, and Board of Supervisors from any injuries or accidents occurring while the user group is utilizing the facility or park.
- o. **Services Included in the Rental Fee:**
 - 1. Facility: Open and close of the building, monitoring the event.
 - 2. Kitchenette: Use of the kitchenette and refrigerator is included in the rental, but excludes the use of District supplies, including but not limited to coffee, cups, plates, forks, spoons, napkins, etc.
- p. **Items which can be Rented:** See Exhibit “G” fee and rental rates for items which may be rented at the discretion of the Facilities, Parks, and Recreation Director.
- q. **Items to be Provided by the User Group:** The District is not responsible for any damages done to the renter’s equipment while on District property, or if the equipment is stolen. Should the equipment cause damage to District property, the user group will be responsible for providing the District with restitution.
- r. **Event Booking:** In order to maintain continuity in renting the facility, each request will be evaluated in reference to other events concurrently scheduled. Use will be based upon the interests of each renter and the needs of the facility. Events may be booked up to 1 calendar year in advance from the schedule date.

User groups are expected to have respect and consideration for other parties in the building at the time of the rental. The entrance, lobby, restrooms, and parking areas are to be shared by all parties.

Rental permits will only be issued if the group meets all of the requirements imposed by the District and the date(s) for the proposed use available. Use cannot be sublet or assigned from one group to another.

The group representative who signed the rental use application must be present for the duration of the rental. Rental use permits are non-transferable.

- s. **Pets or Animals:** Pets, animals, or livestock of any kind are not allowed in the building during rentals except for seeing eye dogs or other animals specifically used to aid in the blind or disabled. This rule specifically prohibits animal shows or exhibitions involving animals and judging contests. All applicable District, County, State, or Federal laws and ordinances pertaining to the care and handling of animals shall apply.
- t. **Weapons or Firearms:** The District’s Workplace Violence Policy strictly prohibits weapons or firearms of any kind from being brought into the building, except in cases of on-duty law enforcement



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officers in the performance of their job responsibilities. A copy of the District's Workplace Violence Policy is available from the Administration Office.

- u. **Program Information:** The user group is responsible for disseminating information in regard to their event or group purpose. District staff is prohibited from assisting with publicity, promotions or ticket sales for outside groups. It is the responsibility of the permit holder to publicize information regarding the individual's event.
- v. **Publications, Flyers, and Announcements:** Publication, flyers, and announcements of renter's event(s) taking place at the Hamlin House may be placed in the building, providing that adequate, appropriate space is available. In compliance with District policy, there is no solicitation of user groups or visitors. All flyers must have the telephone number of the renter prominently displayed. User groups are responsible for supplying flyers and replenishing same.

User groups may NOT use the telephone number or address of the District when promoting or advertising their activities or functions. District staff is not responsible to answer telephones or take messages for user groups.

- w. **Storage Space:** Storage cabinets or closets within the building are for District use only. No user group/civic group which holds meetings may store items of any kind in the facility.
- x. **Facility Equipment:** Use of the District's telephone is limited to emergencies only and to contact the District's staff who is on call.
- y. **Facility Rules:**
 - a. The Hamlin House is a tobacco free facility, including vaping, dipping, and chewing tobacco. Those individuals wishing to smoke or use other tobacco items must do so outside of the facility.
 - b. The group contact is required to attend all meetings and remain on site until all others have left and will stay when needed to walk through the building with District staff prior to leaving to ensure that the facility is brought back to its original condition.
 - c. Children must be supervised by a responsible adult the entire time they are in the facility.
 - d. A Certificate of Insurance, security and additional requirements may be required for some functions, programs, meetings, and/or activities.
 - e. If an event continues after the scheduled meeting time without the approval by the District staff, the group shall be subject to appropriate overtime charges.
 - f. Fees will only be accepted during regular business hours.
 - g. No overnight parking is allowed unless specifically authorized by the District's Facilities, Parks, and Recreation Director.
 - h. The permit holder is responsible for the replacement or repair of any part of the building or its contents which has become broken, defaced, or damaged by members of the permitted party.
 - i. In the event of an emergency, the permit holder shall Dial 911 and contact the District.



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SECTION 14. INSURANCE

INSURANCE: Permit holders must supply and maintain, with the District, a copy of their current Certificate of Insurance. Permit holders will not be permitted to operate on District property with expired, suspended or cancelled certificates of insurance.

The District must be listed as a Certificate Holder and listed as **Additional Insured.**

Certificate Holder shall read:

**Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida, 33412**

Additional coverage may be required depending on the services and products being offered. **Florida Statute 440.055**, any employer with four or more employees must have Workers' Compensation Insurance. All certificates of insurance must be provided in the "Accord" format.

I. **Commercial General Liability:**

(A) Bodily Injury Limit:

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

Property Damage Limit:

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage). Claims-made or modified occurrence policies are unacceptable.

II. **Automobile Liability** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to



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the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. Insurance Certificate (COI):

Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (COI) reflecting same shall be delivered to Indian Trail Improvement District. The Certificate of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. Waiver of Subrogation.

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the

District by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

IX. Policy Endorsement:

Indian Trail Improvement District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor’s Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "Indian Trail Improvement District, an Independent Special District of the State of

Florida, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary and non-contributory basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Policy Endorsement(s) shall be provided to District.

X. Acceptable Insurers

At a minimum, Insurers shall have an A. M. Best Rating of A: VII.

XI. Special Risks or Circumstances for Supplemental Services (if applicable)

(A) District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Work Authorization



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(B) **Sexual Misconduct/Molestation Liability Coverage**

- | | | |
|-----|-------------|------------------|
| (1) | \$1,000,000 | Per Occurrence |
| (2) | \$2,000,000 | Annual Aggregate |

Required of any Contractor having direct interaction with minors. May be satisfied by endorsement to the Contractor's General Liability Policy or by separate policy.

(C) **Liquor Liability Coverage**

- | | | |
|-----|-------------|------------------|
| (1) | \$1,000,000 | Per Occurrence |
| (2) | \$2,000,000 | Annual Aggregate |

Required of any Contractor that distributes, sells or serves alcoholic beverages or if their activities require a liquor license.

(D) **Cyber Liability Coverage.**

- | | | |
|-----|-------------|-----------|
| (1) | \$1,000,000 | Per Claim |
|-----|-------------|-----------|

To be maintained during the duration of the Agreement and three (3) years thereafter.

Required of any Contractor that will use, store, or access private, confidential, protected or other District information, including but not limited to Contractors who manage District dedicated servers, cloud hosting services; software/hardware maintenance; programming; and IT services.

XII. **Sub-Contractors.**

Unless otherwise provide in the Agreement, Sub-Contractors employed by the Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Contractor's responsibility to require and confirm that its Sub-Contractors satisfy these requirements.

SECTION 15. EVENTS

SECTION 16. MOBILE FOOD ESTABLISHMENT PERMIT REQUIREMENTS – FOOD TRUCKS/FOOD VENDORS

Mobile Food Establishments (MFEs) are to comply with requirements that are contained in Chapter 500, Florida Statutes (F.S.), Chapter 5K-4, Florida Administrative Code (F.A.C.), and with documents referenced in the below Mobile Food Permit Requirements including the 2017 FDA Food Code.



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MOBILE FOOD ESTABLISHMENT PERMIT REQUIREMENTS

1. Obtain a Mobile Food Establishment Facility Use Permit at Indian Trail Improvement District’s Administrative Office at: 13476 61st Street North, West Palm Beach, Florida 33412.
2. Submit completed application along with the Facility Use Permit/Application Fee.
 - a. Resident Fee: \$125 per 8-hour day with \$250 refundable deposit per rental.
 - b. Non-Resident Fee: \$250 per 8-hour day with \$500 refundable deposit per rental.
3. Permit applications must be submitted no less than 60 days prior to the start of the permit. (MFE Facility Use Permit Applications require board approval prior to final permit approval and are subject staff, and legal review)
4. All applicants and/or staff who will be on District property are subject to passing a level 2 background check prior to application approval. Applicants will be responsible for all fees regarding the Level 2 background check requirements. Background checks will be conducted by the District or an approved vendor of the District.
5. All applicants must provide their own water and electricity. Hook-ups to District facilities are strictly prohibited.
6. All applicants must provide the District with the following active/current documents as part of the permit application. (Additional information may be required per staff and legal review)
 - a. **Mobile Food License** with the State of Florida Department of Business and Professional Regulation – Division of Hotels and Restaurants.
 - b. **Certificate of Insurance** meeting the District’s minimum insurance requirements. (See Section 14 for details) The District must be listed as a Certificate Holder and listed as **Additional Insured.**

Certificate Holder shall read:

Indian Trail Improvement District
13476 61st Street North
West Palm Beach, Florida, 33412

Additional coverage may be required depending on the services and products being offered. **Florida Statute 440.055**, any employer with four or more employees must have Workers’ Compensation Insurance. All certificates of insurance must be provided in the “Accord” format.

I. **Commercial General Liability:**

(B) Bodily Injury Limit:

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate



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- c. **Performance Bond** in the amount of \$2,000.
- d. **Local Business Tax Receipt** (“Occupational License”)
- e. **Food Service Inspection Report** with the State of Florida Department of Business and Professional Regulation – Division of Hotels and Restaurants.
- f. **Staffing** Contact list for all employees who will be on site including the Certified Food Protection Manager. The Certified Food Protection Manager (CFPM) must remain on site at all times while conducting business on District property. Only District approved staff will be permitted to conduct business on District property.
- g. **Code of Conduct** All applicants will be required to conduct business in a professional and courteous manner, failure to do so will result in the cancellation of the applicants permit and the immediate removal from conducting business on all District property.

Per The Florida Department of Agriculture and Consumer Services Division of Food Safety

- h. MFEs are not allowed to process/prepare exposed potentially hazardous foods (PHFs) within their mobile food establishment without a food permit issued by FDACS.
- i. Full Service Mobile Food Dispensing Vehicles (MFVDs) that process/prepare PHFs within the mobile unit, like hot dogs and hamburgers, should contact Department of Business and Professional Regulation (DBPR) at (850)487-1395. Mobile food units that operate on institutional property is licensed and regulated as a food service establishment by Department of Health (DOH) like schools, universities, nursing homes, etc. should contact DOH at (850)245-4250.
- j. MFEs must have a current agreement with a Commissary and be capable of visiting Commissary each day of operation unless exempt by chapter 5K-4, F.A.C.
- k. Employees or agents of the MFE handling foods shall not have bare hand contact with ready to eat foods.
- l. Food products sold must be from approved sources such as an inspected and permitted Food Establishment. Cottage food items are not approved to be sold from MFEs. For more information regarding Cottage Foods, refer to the Cottage Food Guidance Brochure at www.FreshFromFlorida.com
- m. Raw milk may contain harmful disease-causing bacteria and shall not be sold or provided for human consumption. Florida is a Grade A pasteurized milk only state (Chapter 502, F.S.).
- n. Any MFE that is in an open-air environment must protect the food from weather and environmental contamination such as rain, dust, insects, birds, and rodents.
- o. Must provide only single-service articles for use by the consumers.
- p. MFEs cannot operate at multiple locations at the same time under a single mobile food establishment permit.
- q. Food products and supplies must be stored only at permitted commissaries and warehouses and not in private residences.
- r. MFEs may provide prepackaged food items that are labeled as required by Section 3-601.12 of the Food Code incorporated by reference in Rule 5K-4.002(4), F.A.C.: (1) The common name of the food; (2) If made from two or more ingredients, a list of ingredients in descending order or predominance by weight, including artificial color or flavor, chemical preservatives, and



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- allergens; (3) Net weight or volume of the contents; and (4) The name and place of business of the manufacturer, packer, or distributor.
- s. Packaging materials must be manufactured from food grade materials. Single use articles must not be reused.
 - t. MFEs may be permitted to have or process exposed food items such as ice confections (snowballs, shaved ice, slushies, smoothies, and similar products,) non-potentially hazardous beverages with or without garnishments, non-potentially hazardous bulk beverages, pastry products, popcorn/kettle corn, candies including shelled nuts that are candy or sugar coated, confections like cotton candy, candy apples, peanut brittle, fudge, caramel corn, and similar products; and coffee beverages with or without dairy or synthetic dairy products like café con leche, latte, cappuccino, etc., if they have equipment, utensils, and facilities that adequately protect the food.
 - u. All water used must be Potable Water (drinking water).
 - v. If water is not available from traditional state approved plumbing, potable tanks may be used for hand washing purposes as allowed by Chapter 5-3 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.
 - w. Potable water tanks must be constructed of food grade materials and enclosed from the filling inlet to the discharge outlet and sloped to a drain outlet. Hoses used to fill water tanks must be constructed of food grade material, must have a smooth interior surface, and if not permanently attached, must be clearly and durably identified as to its use, and may be used only for that purpose. A cap and keeper chain or other protective equipment approved by the FDACS must be provided for a potable water inlet, outlet, and hose. Water tanks, pumps, and hoses must be flushed and sanitized before being placed in service and after repair, modification, and periods of nonuse. A person must operate a water tank, pump, and hose such that backflow or other contamination of the water supply is prevented. For all requirements, refer to Chapter 5-3 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.
 - x. Liquid waste holding tanks must have a holding capacity 15% larger than the potable water supply tank, be sloped to drain that is at least 25.4 mm (1 inch) in diameter and be equipped with a shut-off valve. Liquid waste tanks must be emptied into an approved waste servicing facility or by a sewage transport vehicle without creating a public health hazard or nuisance. For all requirements, refer to Chapter 5-4 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.
 - y. Specific requirements are based on type of food sold and processed. See below for a table and following detailed discussion. Numbers listed on the far left of the table correspond to the numbered description below that lists specific details regarding type of food sold and the requirements.

Mobile Food Establishment Requirements Based on Food Type and Processing		
TYPE OF FOOD PRODUCTS SOLD	EXAMPLS	CODE REQUIREMENTS FOR UNIT
1	Prepackaged non-potentially hazardous food	Cookies, crackers, potato chips, pretzels, honey buns, honey, etc.
		Food protection, Solid waste container, Maintain cleanable non-food contact surfaces.



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2	Prepackaged potentially hazardous food	Sandwiches (such as ham, tuna, chicken, etc.), hot dogs, milk, etc.	Certified Food Protection Manager, Food protection, Refrigeration/heating or hot holder, Product thermometer, Solid waste container, Maintain cleanable non-food contact surfaces.
3	Prepackaged individually portioned frozen novelties	Ice cream sandwiches, frozen yogurt bars, etc.	Food protection, Freezer, Product thermometer, Solid waste container, Maintain cleanable non-food contact surfaces.
4	Fresh squeezed juice processors	Fresh squeezed fruit/vegetable juice	Since fresh squeezed juice is a high-risk specialty food, see explanation below.
5	Preparation or bulk dispensing of non-potentially hazardous food	Popcorn, snow cones, shaved ice, lemonade, prepared beverages, cotton candy, candy apples, fudge, peanut brittle, caramel corn, churros, pretzels, donuts, etc., or bulk nuts, teas, spices, pickles, etc.	Certified Food Protection Manager, Potable water supply, Hand washing sink in unit, three compartment sink in unit or at commissary provided additional equipment available, Solid waste container, Maintain cleanable food and non-food contact surfaces.
6	Fish products, raw seafood sales (no processing)	Whole or eviscerated fish, head on or headless shrimp	Certified Food Protection Manager, Product Thermometer, Hand washing in unit, Solid waste container, Maintain cleanable food and non-food contact surfaces, Scale.

1. Prepacked non-potentially hazardous food: MFEs which limit food sales to prepackaged non-potentially hazardous food must have adequate storage space for the food products so that the food is protected, containers for solid waste and maintain cleanable non-food contact surfaces.
2. Prepackaged potentially hazardous food: MFEs which have food sales of prepackaged potentially hazardous food must have a Certified Food Protection Manager as required per Rule 5K-4.012, F.A.C., storage space for the food products, containers for solid waste, maintain cleanable non-food contact surfaces, refrigeration, heating or hot holding equipment to keep the food at a proper temperature, a food product thermometer, and the capability to sanitize a thermometer.
3. Prepackaged individually portioned frozen novelties: MFEs that sell prepackaged frozen desserts must have sufficient freezer space for storage of frozen food products, food protection, maintain cleanable non-food contact surfaces, a freezer thermometer, and containers for solid waste.
4. Fresh squeezed juice processors: MFEs that extract and sell juice by the glass are permitted to squeeze fresh fruit/vegetable juice at a mobile site without any of the following: a HACCP plan



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or E. coli testing of product or a display of a warning placard provided the following conditions are met:

- a. A Certified Food Manager is present;
- b. Juice is extracted and provided by the glass (open single-serving container) only;
- c. Juice is extracted in an enclosed juicing machine. Hand squeezing of juice for human consumption is prohibited;
- d. MFEs has on its premises a working hand wash sink with hot and cold potable water under pressure;
- e. MFEs may have extra equipment and utensils on site that have already been washed, rinsed, sanitized and protected from environmental contamination for use as described in the FDA Food Code 4-602.11 as incorporated in subsection 5K-4.002(4), F.A.C. If extra equipment is not available on site or cannot be replaced/used in a sanitary manner, the mobile vendor must have a three compartment sink on site or an agreement with a commissary that allows for the use of a three compartment sink on site and is available during all operational hours of the MFE;
- f. Juicing machine must be washed, rinsed and sanitized in a three compartment sink with hot and cold potable water before and after use or during any interruption in operation. The juicing machine may not be used for more than four (4) hours unless it is disassembled, washed, rinsed, and sanitized in a three compartment sink with hot and cold potable water;
- g. All fruits/vegetables must be washed, rinsed, sanitized, and protected from contamination during the entire process, i.e. stored in sealed containers; and
- h. Single-use gloves must be worn while handling sanitary fruit/vegetables and while juice is being dispensed into single-serving containers.

When all the above conditions cannot be met, the juice processor must cease operation.

MFEs can sell pre-packaged juices without a HACCP plan and E.coli testing of product, if the following criteria are met:

- a. MFEs can sell pre-packaged fresh squeezed juice if the entity that extracts and packages the juice is a permanent Food Establishment and complies with section 3-404.11 of the FDA Food Code for retail (if under the same owner as MFE) or 21 CFR 120 incorporated by reference in subsection 5K-4.002(1), F.A.C., for wholesale and is regulated by a government entity.
- b. If the pre-packaged juice is sold by a mobile food establishment, the pre-packaged juice must be held at or below 41° F and be properly labeled with a warning or meet a 5-log reduction.
- c. A warning label can only be used if the mobile food establishment is the same business entity as the permanent Food Establishment extracting and packaging the juice, i.e. the original firm is considered a retailer.
- d. Warning label shall read “WARNING: This product has not been pasteurized and therefore, may contain harmful bacteria that can cause serious illness in children, the elderly, and persons with weakened immune systems.” as stated in the Food Code Section 3-404.11(B)(2) as incorporated in subsection 5K-4.002(4), F.A.C.
- e. If the pre-packaged juice is from a different business entity than the MFE, the juice must have a 5-log reduction per 21 CFR 120.



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MFEs that extract and package juice must comply with all of the regulations in F.A.C. Chapter 20-49, which includes, but is not limited to, an adequate HACCP Plan affixing a warning label to the packaged juice (if 5-log reduction has not been met), E. coli testing of product and sanitation procedures.

5. Bulk dispensing of potentially hazardous food: MFEs that have food sales which include preparation of non-potentially hazardous foods or dispense bulk, non-potentially hazardous food products such as nuts, teas, candies, spices, and pickles must comply with the following:
 - a. Have present a certified food protection manager during operation;
 - b. Have adequate storage space for food products so that the food is protected;
 - c. Have containers for solid waste;
 - d. Have a potable water supply;
 - e. Maintain cleanable food and non-food contact surfaces;
 - f. Possess an operable hand washing sink in the unit with hot and cold running water under pressure; and
 - g. Possess waste water tank 15% larger than the potable water tank.

No bare hand contact of ready to eat foods is permitted. A three compartment sink must be accessible either within the unit or at a Commissary. If the three compartment sink is provided by a Commissary, then the MFE must have extra equipment and utensils on site that have already been washed, rinsed, sanitized, and protected from environmental contamination for use as described in the FDA Code Section 4-602.11 incorporated by reference in subsection 5K-4.002(4), F.A.C.

6. Raw seafood: MFEs may sell raw fish products like whole or eviscerated fish and head on or headless shrimp. All processing of seafood must be conducted at a permanent food establishment meeting the requirements to process seafood. The MFE must have a certified food protection manager, storage for food products so that the food is protected from contamination, and possess the following:
 - a. A calibrated scale with calibration record;
 - b. Refrigeration media (ice or refrigerated unit);
 - c. Thermometer;
 - d. Container for solid waste;
 - e. Potable water supply;
 - f. A waste water container large enough to hold all waste water generated within the unit; and
 - g. A hand washing capability using gravity fed potable water.

Containers/coolers with wet ice used to maintain fish products at the proper temperature must be self-draining with the waste water flowing into a liquid waste holding tank.

NOTE: If an MFE operation sells a combination of food products, the food products sold with the most stringent requirements for food protection must be followed.

****Food types 1 and 3 listed above may not require a commissary. Determination will be based on food sold and the MFE type and capabilities.**

Commissary Agreements



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- MFEs required to have a written agreement with a commissary must complete the Commissary Letter Agreement, FDACS-14223 (Rev. 11/18). The Commissary Letter of Agreement is to be submitted with the permit application at the initial inspection. Permit approval is contingent upon verification of an approved commissary facility.
- After the MFE permit is issued, the Commissary Letter of Agreement is to be completed and signed by the MFE owner and the owner of the commissary on an annual basis. MFEs are to have Commissary Letter of Agreement available for FDAC food inspectors during inspections.
- Each Mobile Food Establishment shall report to a Commissary each day of operation, to store or replenish supplies, clean utensils, and equipment, or dispose of liquid and solid waste, with the exception of Mobile Food Establishments that sell only prepackaged foods and have all necessary support equipment located in the unit.
- For mobile vehicles, a service area may be provided at the commissary for cleaning and servicing of the mobile vehicle. The service area must be equipped to furnish potable water and provide facilities for the drainage and disposal of liquid waste as required by Chapter 64E-6 or 62-601, F.A.C. The exterior of the mobile food unit is permitted to be washed at any location, provided the waste water does not cause a sanitary nuisance.

SECTION 17. PARK VIOLATION PROCEDURES

- a. Failure of a park patron or user to comply with the Facilities, Parks and Recreation Policy, Palm Beach County Ordinance, State Statutes or other applicable policies, ordinances and/or laws may result in a warning, removal or may require interdiction with the Palm Beach County Sheriff's Office for further investigation, trespass, and/or prosecution by the Palm Beach County Office of the State Attorney.
- b. Any damages caused by a patron or user to District property, will be subject to being trespassed, restitution and/or additional charges deemed appropriate by the Palm Beach County Office of the State Attorney.
- c. Any damages caused by a patron or user to District property will be reviewed for civil claims or financial restitution against a patron and or user including personal insurance (property or liability).
- d. The District may choose to permanently refuse future rentals or other permits to users and/or patrons who violate the Facilities, Parks and Recreation Policy.

SECTION 18. ENFORCEMENT

- a. It shall be the duty and responsibility of all law enforcement officials within their jurisdiction to enforce all State laws, County ordinances, and County traffic regulations within the limits of all parks and other areas maintained and operated by the District.
- b. It shall be the duty and responsibility of law enforcement officers and designated District employees to enforce all park rules and regulations. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by these rules or for any person to fail to comply with any lawful and reasonable order given by law enforcement officers or authorized District employees.
- c. It shall be the duty and responsibility of law enforcement officers and authorized District employees to enforce all provisions of permits issued by the District. It shall be unlawful for any person to do



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any act forbidden or fail to perform any act required by any permit issued by the District. Copies of policies pertaining to any activity and/or facility may be furnished with each permit issued. Permits may be required relating to camping, picnicking, boating shooting and archery, fireworks, special events, aircraft, public facilities as the District deems necessary, fees may be charged for any permits issued by the District.

SECTION 19. PUBLIC DEMONSTRATIONS AND GATHERINGS

- a. No person shall use any park drive or parkways or enter park area for the purpose of announcing, displaying and advertising or calling attention to any person, political party, religion institution, or meetings or assemblies thereof, or the purpose of demonstrating, advertising or calling attention to any article or service for sale or hire, nor shall any signs, slogans, loud speakers or advertising display of any nature whatsoever be used for such purposes. No person shall place or station on any public land or highway adjacent to any park any vehicle whatsoever displaying any such advertising or used for such purposes as mentioned unless an approved special event permit specifically allows such activity.

SECTION 20. VENDING CONCESSIONS AND MERCHANDISING

- a. No person, persons, organization or firm other than the District, regularly licensed concessionaires acting by and under the authority of the District, or groups with special event or block permits may expose or offer for sale, rent or trade, any article or thing, or station or place and stand, cart or vehicle, for the transportation, sale or display of any article, merchandise or service within or adjacent to the limits of any park unless permitted by the District.
- b. The sale of any article, food, or beverage to the public is prohibited unless authorized by the District.
- c. The District reserves the right to sell or manage concessions throughout the District's park system.

SECTION 21. FIREWORKS AND EXPLOSIVES

- a. No person(s) other than District approved licensed and insured, pyrotechnic professional(s) shall be permitted to possess, burn, discharge, or explode any firecrackers, torpedoes, rockets, or other fireworks or explosives of inflammable material within or adjacent to any District owned park or property.
- b. Any use or plan to possess, burn, discharge, or explode any firecrackers, torpedoes, rockets, or other fireworks or explosives of inflammable material within or adjacent to any District owned park or property will require a Board Approved, District special events permit.
- c. No person(s) shall bring into, or have in their possession, or set off or otherwise cause to explode or discharge or burn in, any park area or on any public lands or highways adjacent thereto, any firecrackers, torpedoes, rockets or other fireworks or other explosives of inflammable material or discharge them or throw them into any such area from land, water, or highway adjacent thereto. This prohibition includes any substance, compound, mixture, or articles that in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints. Parents or



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guardians shall be held responsible for and accountable for the action of minors and will be subject to prosecution accordingly.

SECTION 22. VEHICLES AND AIRCRAFT WITHIN PARKS

- a. All applicable State and County vehicles laws shall be applicable to all park property.
- b. All law enforcement officers and such park personal as are authorized and designated by the District shall direct traffic whenever needed in the park areas and on highways, streets, or roads immediately adjacent thereto in accordance with provisions of the regulations and such supplementary regulations as may be issued subsequently by the Board of Supervisors.
- c. All persons shall carefully observe and obey all traffic signs indicating speed, direction, caution, stopping, or parking and all other signs posted for proper control and the safeguarding of life and property.
- d. Where a public road traverses a District Park, said road shall be open to all through traffic permitted on any county road or highway, but such through traffic shall conform to park speed and traffic regulations, and vehicles otherwise not permitted to operate in park areas shall not stop therein except in case of an emergency.
- e. No person driving, operating, controlling, or propelling any vehicle shall use any other than the regularly designated paved or improved park roads or driveways, except when directed to do so by a law enforcement officer or District employee or by official signs or markings. No driver or operator of any vehicle shall obstruct traffic, park, or stop on any road or roadway except those places so designated. Any other arrangements will require a District approved permit.
- f. No person shall park a vehicle on park property at any place other than in regular designated facilities provided for that particular type of vehicle, unless directed otherwise by the District who are authorized to designate other areas for parking when conditions so warrant. No driveway or operator of any vehicle shall obstruct traffic or park or stop on any road or driveway except those places so designated.
- g. No truck, commercial vehicle or bus shall be driven on any restricted park road or property without prior authorization from the District for the purpose of park work, service, or activities except those trucks and buses used for transporting persons to a park for recreational purposes may be afforded user of ingress or egress park roads and parking facilities as provided for conventional passenger vehicles.
- h. No person shall ride, drive, or propel any bicycle, motorcycle, scooter, minibike, skateboard, roller skates, or similar vehicle on any areas other than appropriate roads designated for that use. The designated bicycle trails shall be used only by pedestrians and the described vehicles propelled by human power, and it is expressly provided that no bicycles, motorcycles, scooters, minibikes, skateboards, roller skates, or similar vehicles shall be ridden on the designated nature trails located within the District Parks. When riding, bicycles shall at all times keep to the right-hand side of the road as close as conditions permit keeping in a single file line when two or more bicycles are operated as a group. No person shall ride a bicycle on any parkway, road, street or drive within thirty (30) minutes after sunset and thirty (30) minutes before sunrise without an attached headlight plainly visible at least two hundred (200) feet from the front of the bicycle and without a red taillight or red reflector plainly visible at two hundred (200) feet from the rear of such bicycle.
- i. No operator of a vehicle shall tow another vehicle or wheeled device on a park road except when the towed vehicle is used in transporting a small boat into a marina or other designated area or when



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necessary to remove a disabled vehicle. No vehicles shall be allowed to carry passengers for hire or for a fare within any park unless prior authorization has been granted by the District. No person shall change any parks, repair, wash or grease a vehicle in any park, on any park roadway, parkway, driveway, parking lot, or other park property. No driver of a vehicle using gasoline or any other explosive mixture as source of power shall at any time fail to use an adequate muffler or otherwise deaden sound of explosions.

- j. No person operating, directing or responsible for any airplane, helicopter, glider, ballon, dirigible, parachute, or other aerial apparatus shall take off or land in or on any District property, park land or waterway, except in emergency law enforcement situations or when written permission has been obtained from the District's Board of Supervisors.

SECTION 23. BUILDINGS AND OTHER PROPERTY

- a. No person shall willfully mark, deface, injure in any way, displace, remove or tamper with, any park building, bridges, tables, benches, fireplaces, railings, paving's or paving materials, waterlines or other public utilities or parts of appurtenances thereof, park signs, notices or place cards whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- b. No person shall dig, move, or remove from any park area any sand, soil, rocks, stones, trees, shrubs, whether submerged or not, or plants, down timber, or other wood materials, or make any excavation by tool, equipment, blasting or other means or construct or erect any building or structure of whatever kind whether kind whether permanent or temporary in character, or run or string any public service utility into, upon, or across such land, except with the prior written approval of the District.
- c. No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay, canal, or other body of water in or adjacent to any park or any tributary, stream storm sewer, or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.
- d. No person or agent, servant, employee or minor responsible to such shall take into, dump or deposit on land of, or leave in, any park or any highway, road or street abutting such park, any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the ground thereof, but shall be placed in the proper receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.

SECTION 24. WATER ACTIVITIES

1. Bathing and Swimming

- a. No person shall swim, bathe, or wade in any waters or waterways, including canals and impoundments, in or adjacent to any park or canal system within the District's boundaries.
- b. Absolutely no snorkeling or SCUBA is permitted in the District's waterways including canals, lakes, and impoundments.

2. Boating



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- a. No recreational boating, or use of any motorized or non-motorized water related vehicles shall be permitted in any waterways, lakes, impoundments or canals within the District, including but not limited to, water related vehicles that use gasoline, diesel or other internal combustion engines. In compliance with the District's "No Obstructions" policy in easements or right-of-way controlled by the District, no private or public docks or mooring facilities shall be permitted within any waterway, canal, impoundment or lake.
 - b. The FPR Director may authorize the use of kayaks and canoes for lessons or educational purposes at Coconut Park under the supervision of the District or another governmental agency.
- 3. Water Skis, Stand-Up Paddle Boards, Kayaks, Canoes, Skimboards, or Similar Water Sports Boards**
- a. No person shall water ski, kneeboard, skimboard, boogie board, stand-up paddle (SUP) board, or use any type of board in the District's waterways including canals, lakes and impoundments..
 - b. The District prohibits the use of boards being pulled by motorized vehicles, bicycles or equine in the swales during rain events or other events that cause the swales to store water.
 - c. The FPR Director may authorize the use of kayaks, canoes or SUPs for lessons or educational purposes at Coconut Park under the supervision of the District or another governmental agency.

SECTION 25. CAMPING

1. Camping

- a. Special permits for camping in the District's parks or M-1 Impoundment, may be approved by the District's Board of Supervisors.
- b. The District reserves the right to charge a reasonable fee for such activities.
- c. The District reserves the right to deny a permit request which may violate the safety and well-being of the public.
- d. Special permits for camping are for temporary use only and will not be permitted for residency, whether temporary or long term. The District reserves the right to deny a permit regarding a residency request.

SECTION 26. FIRE

- a. No person shall build or attempt to build a fire or fires against or adjacent to any park building or other structures, trees, or any park property whatsoever, or against or on any property of others except in such areas where grills are provided and under such regulations as are or may be specifically set forth by the District. No person shall drop, throw, or otherwise deposit lighted matches, burning cigarettes or cigars, tobacco paper, or other inflammable material within any park area or on any highway, road, or street abutting or contiguous hereto.

SECTION 27. PLANT AND WILDLIFE PROTECTION AND PRESERVATION

- a. No person shall cut, carve, or injure the bark, or break off limbs or branches or mutilate in any way, or pick the flowers or seeds, of any tree, plant or shrub, nor shall any person dig or otherwise disturb grass



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areas, or in any other way injure or impair the natural beauty or usefulness of any area, nor shall any person pile debris or material of any kind on or about any tree or plant, or attach any rope, wire or other contrivance hereto, whether temporary or permanent in character or use, in any parks, canals, roadways, on or within the District boundaries without prior approval of the District.

- b. No person shall transplant or remove any tree or plant or part thereof, or collect or remove flowers, in any parks, canals, roadways, on or within the District boundaries without prior approval of the District.
- c. No person shall tie or hitch a horse or other animal to any tree or plant in any parks, canals, roadways, on or within the District boundaries without prior approval of the District.
- d. No person shall molest, harm, frighten, kill, trap, hunt, chase, shoot or throw missiles at any animal: nor shall any person remove, have in their possession, sell, buy, or give away the young of any wild animal, or the eggs or nests or young of any reptile, bird, or other animal species.

SECTION 28. FISHING

- a. The use of boats, kayaks, canoes, or other floatable devices for fishing and are prohibited in all District waterways, lakes, canals, impoundments, and swales for fishing or other activities. (See Section 23; Paragraph 2)
- b. Commercial fishing, or the buying or selling of fish caught in any park waters, or District canal ways, is prohibited.
- c. Sport fishing will be allowed in all District Parks waters and canals except where specifically prohibited.
- d. Sport fishing will be allowed in the M-1 Impoundment on certain days determined by the FPR Director as long as it is under supervision of a District employee.
- e. The use of a troll line for fishing is expressly forbidden in any park and canal waterways. Set cane poles are permitted in the fisherman attends to them.
- f. All applicable Florida Fish and Wildlife Conservation Commission (FWC) rules and regulations shall apply.
- g. Triploid grass carp fishing is prohibited in accordance with the District's permit MT-06-ER-93-0350 dated July 13th, 1994, from the Florida Fish and Wildlife Conservation Commission.
- h. We encourage "catch and release", but it is not a requirement as long as the angler is complying with all applicable FWC rules and regulations.
- i. Fishing nets are prohibited in any District waterways, including but not limited to waterways, lakes, canals, impoundments, and swales.

SECTION 29. HUNTING AND FIREARMS

- a. Hunting, trapping or the pursuit of wildlife is prohibited on any District property, park or impoundment.
- b. A person(s) participating in the District archery lessons shall abide by all regulations governing these activities.
- c. The Board of Supervisors may approve the use of hunting or trapping of alligators or nuisance wildlife under the rules and regulations of the Florida Fish and Wildlife Conservation Commission. No other individual or entity has the right to perform this function.



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- d. The use of firearms is strictly governed by the State of Florida and the Florida Statutes governing such possession and use of a firearm.

SECTION 30. DOMESTICATED ANIMALS

- a. Domesticated Animals may be excluded from certain sections of District Parks and shall be excluded from any place where food or drinks are served, except within automobile parking areas and walks immediately adjacent thereto, and in such other areas of said parks, as may be clearly posted. Nothing herein contained, however, shall be construed as permitting the running of animals at-large. On the contrary, all domestic animals in all portions of District Parks wherein domestic animals are permitted shall be restrained or kept at all times on adequate leashes not greater than six (6) feet in length and under immediate control per the Palm Beach County Ordinances.
- b. Horses are forbidden except in specially designated areas or parts where horseback riding is permitted.
- c. Cattle, mules, horses, other than that is provided in (B) above, swine, sheep, goats or fowl shall not be allowed upon park property, and all owners or attendants of such animals are charged with the duty of preventing such occurrences; but this prohibition does not apply to animals and fowl kept by the District or under its direction.

SECTION 31. PUBLIC UTILITIES

- a. Public utilities serving park areas or traversing park areas and serving adjacent lands shall be subjected to such reasonable regulations as may be hereafter adopted in the public interest, to protect District parks from unsightly and inconveniently located fixtures, installations, and facilities. Tampering with any public utilities is prohibited.

SECTION 32. SIGNS, ADVERTISING, AND DISPLAY

- a. No person shall display, distribute, post, or fix any handbill, pamphlet, circular, place card or any other printed matter containing advertising of any type within any park area or upon any public land or highway or road adjacent thereto. Exceptions will be made as to programs describing authorized concerts, entertainments, public gatherings or permitted special events and as to authorized signs only with permission from the District.
- b. No person shall drive or park or station on any park road or parkway or parking lot any vehicle displaying a sign or notice that it is for sale or exchange, otherwise displaying advertising.
- c. If decorations, maps, posters, banners, or other materials are to be displayed, they must be attached with tape, zip ties or rope. The use of nails, staples, hooks, tacks, or other items are prohibited. All items must be removed when vacating the premises before cleaning inspections. Approval must be obtained from the District prior to any placement of decorations, maps, posters, banners, or other materials. Only permit holders with District approval may display decorations, maps, posters, banners, or other materials.



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SECTION 33. ADOPT-A-ROAD PROCEDURES

1. Procedures

- a. INDIVIDUAL OR GROUP(S) that wish to adopt a ONE-QUARTER (1/4) MILE; ONE-HALF (1/2) MILE; or ONE (1) MILE segment of eligible District road right-of-way for litter removal purposes must contact the Indian Trail Improvement District, at info@indiantrail.com or (561) 793-0874.
- b. A letter of acknowledgment and information describing the program will be E-mailed to the INDIVIDUAL OR GROUP. The INDIVIDUAL OR GROUP should review the information and decide if INDIVIDUAL OR GROUP will comply with the requirements outlined. If the INDIVIDUAL OR GROUP decides that it wants to adopt a segment (as described above) of a District road right-of-way, then the INDIVIDUAL OR GROUP shall complete, sign and submit the application included with this information. E-Mail the application to info@indiantrail.com.
- c. The District staff will review the potential locations proposed by the INDIVIDUAL OR GROUP and determine if the location requested by the INDIVIDUAL OR GROUP is safe and eligible to conduct a litter pick-up. Once a location is agreed upon, an Adopt-A-Road Agreement will be sent to the INDIVIDUAL OR GROUP for the signature by their representative. At the same time, the District staff will schedule a safety orientation for the INDIVIDUAL OR GROUP.
- d. Safety equipment will be loaned to the GROUP at the initial safety orientation. The safety equipment will consist of safety vests for each member of the participating INDIVIDUAL OR GROUP, two (2) large portable roadside safety signs, large litterbags and safety briefing checklists. Gloves and other personal clothing will not be provided by the District.
- e. The INDIVIDUAL OR GROUP will schedule quarterly litter pick-ups in advance for the entire year and must contact the District staff at info@indiantrail.com to make any changes to the approved schedule. The INDIVIDUAL OR GROUP is responsible for holding its own safety briefing prior to each litter pick-up.

The time frame for the INDIVIDUAL AND GROUP to pick-up litter is between the hours of 8:00AM and 11:00AM on Saturdays and Sundays. Other days may be requested and approved by the Executive Director dependent upon District maintenance, construction or other factors.

- f. The INDIVIDUAL OR GROUP agrees to pick-up litter along the approved adopted segment of road right-of-way at least FOUR (4) times per year for a period of TWO (2) years.
- g. The INDIVIDUAL OR GROUP will receive an initial safety orientation, safety vests, litter bags, litter removal services and a recognition sign to identify the respective road right-of-way segment.



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- h. The District cannot necessarily assess landowners for vests, bags, safety signs and recognition signs. The District will try to obtain funding from other sources such as the Palm Beach County Solid Waste Authority or other agencies to off-set costs for INDIVIDUAL, FAMILY OR NON-PROFIT GROUPS. FOR-PROFIT GROUPS will have to pay for participation in the program unless so waived by the Board of Supervisors.

FEES:

INDIVIDUAL/FAMILY	\$100
NON-PROFIT GROUPS	\$100
FOR-PROFIT GROUPS	\$250

Staff Requirements

- i. The District staff will respond to inquiries regarding the Adopt-A-Street program by sending the interested persons or groups, the program information and an acknowledgement letter. The District staff will ensure that all inquiries about the program receive information and an acknowledgement letter.
- j. The District staff will receive and process the application from an INDIVIDUALS OR GROUP wishing to adopt a segment of a District road for litter removal purposes. The proposed litter pick-up locations will be reviewed to determine the safest location for the litter control operation. Roads with curves; narrow rights-of-ways; high traffic volume; or major accident issues are not appropriate. The safest location will be assigned to the INDIVIDUAL OR GROUP.
- k. An Adopt-A-Road Agreement will be sent to the INDIVIDUAL OR GROUP for their signature. A time and date will be coordinated with the INDIVIDUAL OR GROUP for an initial safety orientation. The safety orientation will be provided by the Operations Department with Human Resources approval. Safety equipment will be loaned to the INDIVIDUAL OR GROUP and provided at the safety orientation.
- l. When the Adopt-A-Road Agreement is signed by the District, the District staff will coordinate pick-up and installation of two (2) recognition signs at the GROUP'S litter pick-up site.
- m. The Facilities, Parks, and Recreation (FPR) Department will be responsible for picking up the bagged litter at the INDIVIDUAL'S OR GROUP'S designated litter pick-up site. The INDIVIDUAL OR GROUP will be responsible for coordinating the litter date and time with the



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District staff on an annual basis. The INDIVIDUAL OR GROUP will be provided a cell phone number to contact the FPR Department once the litter pick-up is complete.

- n. The INDIVIDUAL OR GROUP will be responsible for contacting the FPR Department after the litter pick-up to report the number of litter bags collected and verify that the bags are located at the agreed upon location for the FPR Department to retrieve them.
- o. When an INDIVIDUAL OR GROUP terminates the Agreement or does not pick-up litter along the adopted road for a period of SIX (6) months, the District will recover any and all safety equipment that had been loaned to the INDIVIDUAL OR GROUP and remove the INDIVIDUAL'S OR GROUP'S recognition signs. The vacated segment of road will then be made available to other adopting individuals or groups.
- p. Fees collected from the INDIVIDUAL OR GROUP who apply for the Adopt-A-Road program will be given to the Administration Front Desk representative for deposit in the District's General Fund.

2. Program Safety Sheet

- a. All participants must be at least TWELVE (12) years of age. For every TEN (10) teenagers participating, there must be ONE (1) adult supervisor at least TWENTY-ONE (21) years of age.
- b. Clean-up activities must be scheduled through District staff and must be performed only between 8:00AM and 11:00AM and during good weather conditions on Saturday and Sundays. The Executive Director may provide authorization to conduct the clean-up activities on another day based on maintenance, construction, or other factors. The INDIVIDUAL OR GROUPD Volunteer Leader must contact the assigned Facilities, Parks, and Recreation Department employee once the pickup has been completed.
- c. INDIVIDUAL OR GROUP Leaders of both adult and youth groups should be assigned prior to departing for the work site.
- d. Participants should assemble away from the designated work site and carpool to reduce the number of cars at the litter pickup site. Vehicles must be parked at least FOUR (4) feet away from the roadway, where available.
- e. Large groups of FIFTEEN (15) or more should be divided into TWO (2) groups, with ONE (1) group on each side of the roadway. Individuals must remain with the group to which they are assigned.



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- f. Wear appropriate attire, including boots or hard soled shoes (no sandals) comfortable clothes, gloves and hats. These items are the responsibility of the volunteers or participants.
- g. Safety vests must be worn by all participants at all times during the litter pickup project. The safety vests will be provide by the District during the Safety Orientation at the beginning of the programmatic period.
- h. Safety signs must be utilized and positioned at the starting and ending points of the roadway segment.
- i. Assure that first aid kits are available, and it is recommended that at least ONE (1) person is experienced in administering first aid and CPR and that transportation is available to the nearest medical facility.
- j. Work as a group facing oncoming traffic at all times.
- k. Assure that water is available and in sufficient quantities to meet your group needs.
- l. Alcoholic beverages are strictly prohibited. Anyone under the influence of alcohol or narcotics shall be asked to leave the work site and the District reserves the right to withdraw the INDIVIDUAL OR GROUP from the Adopt-A-Road program.
- m. Do not cross the roadway unnecessarily. Cross only at the designated crosswalks or safe locations that your Leader has pre-determined to be safe prior to starting work.
- n. Do not pick up litter on any vehicular-traveled portion of the roadway.
- o. Utility installations, telecommunication boxes, canals, culverts drainage structures are off limits for the Adopt-A-Road program. Do not enter or try to remove litter from these areas.
- p. Use caution when you encounter the following:

q. Cactus	r. Animals (domestic or wild)
s. Wires	t. Insects
u. Steep slopes, uneven ground	v. Snakes
w. Needles, sharp rocks or other objects	x. Any other unusual objects or circumstances

- y. Do not pick up hazardous materials such as car batteries, animal carcasses, discarded chemical containers, needles or any object that appears questionable. Report these materials to your Leader and/or the assigned Facilities, Parks, and Recreation Department employee.
- z. Do not distract motorists, equestrians or others with horseplay or abrupt, erratic movements.



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- aa. When lifting objects use correct lifting techniques, keeping your back as straight as possible. Keep the object you are trying to lift close to your body and let your legs do the work. Do not attempt to lift heavy objects that TWO (2) adults or youth of reasonably fit condition cannot reasonably lift.
- bb. Remember to:
 - a. Secure the trash bags and leave them next to the signs.
 - b. Notify the Facilities, Parks, and Recreation Department employee about how many bags were picked up and are ready to be retrieved.
- 3. **Guidelines:** Recognition signs installed for an individual or group participating in the Adopt-A-Road Program will conform to the following criteria:
 - a. For individuals, only the full name of the individual will be placed on the signs (i.e.: John Smith IV).
 - b. For families, on the name of the family will be placed on the signs (i.e.: The Smith Family)
 - c. For non-profit groups, only the full name of the group will be placed on the signs.
 - d. For commercial businesses, only the full name of the company will be placed on the signs.
 - e. For political groups, only the full name of the group will be placed on the sign.
 - f. The District will not list the services that a group provides unless it is part of the group or company name.
 - g. The District will not list specific locations, addresses or phone numbers of the businesses or groups.
 - h. The District will not allow names of groups or individuals that can be construed to have any vulgar, controversial or anti-District policy names (i.e.: F.U. Family or “No to Milled Roads Inc.”) on any Adopt-a-Road signage.
 - i. The District will not allow any statements; political or otherwise.



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**Policies and Procedures
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**EXHIBIT “A”
FACILITY USE PERMIT
APPLICATION FORM**



**Policies and Procedures
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**EXHIBIT “B”
SPECIAL EVENT PERMIT
APPLICATION FORM**



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**EXHIBIT “C”
LONG TERM RENTAL
APPLICATION FORM**



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**EXHIBIT “D”
BOUNCE HOUSE PERMIT
APPLICATION FORM**



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**EXHIBIT “E”
ADOPT A ROAD PERMIT
APPLICATION FORM**



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Adopt-A-Road Program Litter Removal Agreement

This Agreement made this _____ day of _____, _____ by and between _____, (the “INDIVIDUAL” OR “GROUP”), and Indian Trail Improvement District, (the “DISTRICT”).

WITNESSETH

WHEREAS, the District Board of Supervisors has enacted Resolution No. _____, implementing the Adopt-A-Street Program (the “Program”), which permits local organizations to participate in local street litter removal projects; and

WHEREAS, _____ (the “Roadway”) is part of the DISTRICT road system in Palm Beach County, Florida, and the DISTRICT has responsibility for the operation and maintenance of such Roadway; and

WHEREAS, the GROUP agrees to comply with the District’s rules, regulations, and policies for such Program.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

SECTION 1. The Group’s Rights, Duties, and Obligations: The GROUP hereby: Adopts the section of Roadway adjacent to _____. The GROUP further agrees that the DISTRICT may, upon written notice to the GROUP, select a different section of Roadway.

- 1.01 Agrees to perform litter removal on the adopted section of Roadway at least four (4) times a year for two (2) years in strict accordance with the Department of Transportation (“FDOT”) Accident Prevention Manual, Safe Field Work Practice Topic No. 500-000-004b, The Federal Manual Uniform Control Devices, (“MUTCD”), FDOT Design Roadway, and Standard Index 602.
- 1.02 Agrees that it shall conduct and require its participating members to attend safety meetings and pre-task meetings prior to litter removal, in accordance with the FDOT’s Accident Prevention Procedures Manual Topic No. 500-080-003b.
- 1.03 Agrees to remove litter only during daylight hours and good weather conditions.



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- 1.04 Agrees to contact the DISTRICT staff to coordinate litter removal at info@indiantrail.com.
- 1.05 Agrees to ensure that all participants shall wear safety vests at all times during the litter removal activity, and that the participants shall not wear clothing or headphones which could hinder the sight or hearing of the participants.
- 1.06 Agrees not to remove litter at construction or maintenance sites, in tunnels, on bridges, on overpasses or on the medians.
- 1.07 Agrees to allow only such persons to participate as are determined by the GROUP to be responsible enough to safely participate in the litter removal activities.
- 1.08 Agrees that participating youths shall be at least 12 years of age, and the GROUP shall provide at least one adult supervisor for every five youth's ages 12-15 who are participating in the litter removal activity.
- 1.09 Agrees to pile the filled litter bags in locations at each end of the GROUP's adopted section of Roadway attached to their Adopt-A-Street Sign.

SECTION 2. The District's Rights, Duties, and Obligations: The DISTRICT hereby:

- 2.01 Agrees to install appropriate Adopt-A-Street signs at the beginning and end of the adopted section of Roadway.
- 2.02 Agrees to provide safety orientations and plastic litter bags to the GROUP, and to loan the GROUP orange safety vests and orange/yellow safety signs.
- 2.03 Agrees to remove the filled plastic litter bags from the Roadway and to remove unusual, large, heavy, or hazardous items of litter from the Roadway.

SECTION 3. Indemnification:

- 3.01 The Parties agree that the members of the GROUP participating in the litter removal activity are providing volunteer services to the GROUP and not to the DISTRICT.
- 3.02 In consideration of the good will and other benefits received by the GROUP for its participation in the Program, the GROUP agrees to release, indemnify and hold harmless the DISTRICT, its agents, officers and employees from all claims, suits, actions, damages, loss and costs, including attorney's fees incurred by the DISTRICT in the defense of such claims, arising out of any action, neglect or omission by the GROUP during the performance of this Agreement, whether direct or indirect and whether to any person or property to which the DISTRICT or said parties may be subject. Neither of the GROUP nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole action, neglect or omission of the DISTRICT or its agents, officers, employees. For the purposes of liability, the DISTRICT is subject to the provisions of Section 768.28, Florida Statutes, and this Agreement shall not be deemed a waiver of sovereign immunity by the DISTRICT.

SECTION 4. Governing Law and Venue: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any contrary conflicts of law principle. The venue of all proceedings in connection herewith shall be exclusively in Palm Beach County,



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Florida, and the Parties hereby waive whatever their respective rights may have been in the selection of venue.

SECTION 5. Severability: In the event that any part, term or provision of this Agreement is determined to be illegal or unenforceable in a court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

SECTION 6. Assignability: This Agreement may not be transferred or assigned by any Party.

SECTION 7. Term of Agreement: This agreement shall be for a term of two (2) years. The DISTRICT or GROUP may terminate this agreement for any reason upon ten (10) day(s) written notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement, including and addendums attached hereto, on the date and year written herein.

Name of GROUP: _____

By Authorized Agent: _____

Date: _____

Print Name: _____

Title: _____

Witness Signature: _____

Date: _____

Print Name: _____

Name of GROUP: Indian Trail Improvement District

By Authorized Agent: _____

Date: _____

Print Name: _____

Title: _____

Witness Signature: _____

Date: _____

Print Name: _____

Seal:



**Policies and Procedures
Facilities, Parks & Recreation Department**

**EXHIBIT “F”
ADOPT A PARK PERMIT
APPLICATION FORM**



**Policies and Procedures
Facilities, Parks & Recreation Department**

**EXHIBIT “G”
RENTAL RATES**



Policies and Procedures Facilities, Parks & Recreation Department

Rental Rates			
Acreege Community Park North Athletic Campus			
	Residents	Non-Res.	
Football Field #1	\$75	\$100	Per Field Per Hour
Football Field #2	\$75	\$100	Per Field/Per Hour
Football Field #3	\$50	\$75	Per Field/Per Hour
Per Football Fields Prep Fee	\$25	\$25	Per Staff/Per Hour
Per Football Fields Deposit	\$250	\$500	Deposit/Per Rental
All Football Fields Light Fee	\$40	\$40	Per Field/Per Hour
Baseball Field #1	\$50	\$75	Per Field/Per Hour
Baseball Field #2	\$50	\$75	Per Field/Per Hour
Baseball Field #3	\$50	\$75	Per Field/Per Hour
Baseball Field #4	\$50	\$75	Per Field/Per Hour
All Baseball Fields Prep Fee	\$25	\$25	Per Staff/Per Hour
All Baseball Fields Deposit	\$150	\$200	Deposit/Per Rental
All Baseball Fields Light Fee	\$40	\$40	Per Field/Per Hour
Batting Cage	\$10	\$20	Per Cage/Per Hour
Batting Cage Deposit	\$50	\$75	Deposit/Per Rental
Press Box	\$40	\$75	Per Rental/Per Hour
Press Box Deposit	\$200	\$400	Deposit/Per Rental
Concession – Baseball Field	\$40	\$60	Per Rental/Per Hour
Concession – Football Field	\$40	\$60	Per Rental/Per Hour
Concession Deposit	\$75	\$100	Deposit/Per Rental
Pavilion – Football Fields	\$50	\$75	Per Block/Min 3 Hour Block
Pavilion Deposit	\$75	\$100	Deposit/Per Rental
Acreege Community Park South Athletic Campus			
Amphitheater	\$40	\$40	Per Rental/Per Hour
Amphitheater Deposit	\$200	\$200	Deposit/Per Rental
Artificial Turf Field – Field 1	\$150	\$150	Per Field/Per Hour
Artificial Turf Field Deposit	\$500	\$500	Deposit/Per Rental
Natural Turf Field – Field 2	\$75	\$75	Per Field/Per Hour
Natural Turf Field Deposit	\$250	\$250	Deposit/Per Rental
Pavilion	\$50	\$50	Per Block/Min 3-Hour Block
Deposit	\$75	\$75	Deposit/Per Rental
Bob Hoefl Park			
Baseball Field #1 - North	\$25	\$50	Per Field/Per Hour
Baseball Field #2 - South	\$25	\$50	Per Field/Per Hour
Baseball Field #1 or #2 Prep Fee	\$25	\$25	Per Staff/Per Hour
Baseball Field #1 or #2 Deposit	\$75	\$100	Deposit/Per Rental
Pavilion	\$50	\$75	Per Block/Min 3-Hour Block
Pavilion Deposit	\$75	\$100	Deposit/Per Rental



Policies and Procedures Facilities, Parks & Recreation Department

Citrus Grove Park			
Baseball Field #1	\$25	\$50	Per Field/Per Hour
Baseball Field #1 Prep Fee	\$25	\$25	Per Staff/Per Hour
Baseball Field #1 Deposit	\$75	\$100	Deposit
Multi-Purpose Field #1	\$25	\$50	Per Field/Per Hour
Multi-Purpose Field #1 Prep Fee	\$25	\$25	Per Staff/Per Hour
Multi-Purpose Field #1 Deposit	\$75	\$100	Deposit/Per Rental
Pavilion	\$50	\$75	Per Block/Min 3-Hour Block
Deposit	\$75	\$100	Deposit/Per Rental
Coconut Park			
Picnic Area	\$50	\$75	Per Block/Min 3-Hour Block
Picnic Area Deposit	\$75	\$100	Deposit/Per Rental
Downers Park			
Baseball Field #1 - South	\$25	\$50	Per Field/Per Hour
Baseball Field #1 Prep Fee	\$25	\$25	Per Staff/Per Hour
Baseball Field #1 Deposit	\$75	\$100	Deposit/Per Rental
Play Area for Dogs	\$40	\$50	Per Field/Per Hour
Play Area for Dogs Prep Fee	\$40	\$40	Per Staff/Per Hour
Play Area for Dogs Deposit	\$75	\$100	Deposit/Per Rental
Pavilion	\$50	\$75	Per Block/Min 3-Hour Block
Pavilion Deposit	\$75	\$100	Deposit/Per Rental
Hamlin House			
Hamlin House	\$40	\$60	Per Hour/Min 2-Hour
Deposit	\$200	\$400	Deposit/Per Rental
Kidscape Park			
Multi-Purpose Field #1	\$25	\$50	Per Field/Per Hour
Multi-Purpose Field #1 Prep Fee	\$25	\$25	Per Staff/Per Hour
Multi-Purpose Field #1 Deposit	\$75	\$100	Deposit/Per Rental
Pavilion	\$50	\$75	Per Block/Min 3-Hour Block
Deposit	\$75	\$100	Deposit/Per Rental
Nicole Hornstein Equestrian Park			
Main Equestrian Arena	\$30	\$60	Per Arena/Per Hour
West Equestrian Arena	\$25	\$50	Per Arena/Per Hour
East Equestrian Arena	\$25	\$50	Per Arena/Per Hour
Equestrian Round Pen	\$20	\$40	Per Pen/Per Hour
Per Arena Deposit	\$200	\$400	Deposit/Per Rental
Dressage Arena	\$25	\$50	Per Arena/Per Hour
Dressage Deposit	\$100	\$150	Deposit/Per Rental
Jumps	Free	\$20	Per Hour
Jumps Deposit	Free	\$150	Deposit/Per Rental



Policies and Procedures Facilities, Parks & Recreation Department

Barrels	Free	\$20	Per Hour
Barrels Deposit	Free	\$150	Deposit/Per Rental
Cow Cutting	Free	\$20	Per Hour
Cow Cutting Deposit	Free	\$150	Deposit/Per Rental
Pavilion	\$50	\$75	Per Block/Min 3-Hour Block
Deposit	\$75	\$100	Deposit/Per Rental
Sycamore Park			
Basketball Courts	\$25	\$50	Per Court/Per Hour
Tennis/Pickleball Courts	\$25	\$50	Per Court/Per Hour
Racquetball Courts	\$25	\$50	Per Court/Per Hour
Pavilion	\$50	\$75	Per Block/Min 3-Hour Block
Deposit	\$75	\$100	Deposit/Per Rental
Temple Park			
Basketball Courts	\$25	\$50	Per Court/Per Hour
Tennis/Pickleball Courts	\$25	\$50	Per Court/Per Hour
Racquetball Courts	\$25	\$50	Per Court/Per Hour
Multi-Purpose Field #1	\$25	\$50	Per Field/Per Hour
Pavilion	\$50	\$75	Per Block/Min 3-Hour Block
Pavilion Deposit	\$75	\$100	Deposit/Per Rental
Additional Rental Fees			
Event Fee	\$50	\$100	Per Hour/Per Event
Event Deposit	\$200	\$400	Per Permit/Per Event
Cleanup Violation Fee	\$75	\$100	Per Staff/Per Hour
Staff Overtime Fee	\$25	\$25	Per Staff/Per Hour
Alcohol Permit Fee	\$100	\$200	Per Permit
Non-Resident User Fee	No additional charge	20% not to exceed \$35	Per Season/Per Program *See page 8 Section 6(h) for details
Percentage Rental Fee	70/30% Split	70/30% Split	Per Season/Per Program *See page 9 Section 6(i) for details
Cancellation Fee	\$25	\$50	Per Cancellation
Returned Payment Fee	\$35	\$50	Per Returned Payment
Food Trucks	\$125	\$250	Per Location/Per 8-hour Day
Food Truck Deposit	\$250	\$500	Deposit/Per Rental
Equestrian Annual Membership	\$0	\$75	Membership/Annual Fee



Policies and Procedures Facilities, Parks & Recreation Department

SECTION 33. LEGISLATIVE HISTORY

Indian Trail Improvement District

Facility Use & Rental Policies & Procedures

APPROVED BY BOARD OF SUPERVISORS ON July 21, 2021

Indian Trail Improvement District

Hamlin House Use Policy & Procedures

ADOPTED BY BOS ON: November 20, 2013

Revised: February 15, 2017

Revised & Approved by BOS May 15, 2019

Indian Trail Improvement District

Parks Department Policy – Section XXVIII. Animals

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Rules & Policy Manual Revision – Section XV. Horseback Riding

PPM Number: PK072798-05

Issue Date: July 28, 1998

Effective Date: August 1998

Indian Trail Improvement District

Equestrian Area Rules and Regulations - Nicole Hornstein Equestrian Park



Policies and Procedures Facilities, Parks & Recreation Department

APPROVED BY BOARD OF SUPERVISORS ON April 13, 2011

Indian Trail Improvement District

Parks Department Policy – Section III. Enforcement

PPM Number: PK 95-III

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section VII. Penalties

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section VIII. Public Demonstrations and Gatherings

Issue Date: March 2000

Effective Date: March 2000

Indian Trail Improvement District

Parks Department Policy – Section IX. Vending, Concessions and Merchandising

Issue Date: March 2000

Effective Date: March 2000



Policies and Procedures Facilities, Parks & Recreation Department

Indian Trail Improvement District

Parks Department Policy – Section XI. Fireworks and Explosives

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XII. Vehicles and Aircraft within Parks

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XIII. Buildings and other Property

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XVIII-XX. Water Activities

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District



Policies and Procedures Facilities, Parks & Recreation Department

Parks Department Policy – Section XXII. Camping

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXIII. Fire

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXIV. Plant and Wildlife Protection and Preservation

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXV. Fishing

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXVI. Hunting and Firearms



Policies and Procedures Facilities, Parks & Recreation Department

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XXIX. Public Utilities

PPM Number: PK 95-XI

Issue Date: April 1995

Effective Date: April 1995

Indian Trail Improvement District

Parks Department Policy – Section XX. Signs, Advertising and Display

PPM Number: PK 020900-07

Board Approved: December 1999

Issue Date: January 2000

Effective Date: January 2000

Indian Trail Improvement District

Parks Department Policy – Section XXXIV. Playground Safety Policy

PPM Number: PK 010801-01

Issue Date: January 8, 2001

Effective Date: January 8, 2001

Indian Trail Improvement District

Parks Department Policy – Adopt a Park Program



Policies and Procedures Facilities, Parks & Recreation Department

PPM Number: PK 062298-04

Board Approved: June 31, 1998

Issue Date: June 22, 1998

Effective Date: July 1, 1998

Indian Trail Improvement District

Garden at Hamlin House

APPROVED BY BOARD OF SUPERVISORS ON May 13, 2015

Indian Trail Improvement District

“Adopt-A-Park” Program Application

Indian Trail Improvement District

Bounce House Policy