



FACILITY USE AGREEMENT

THIS AGREEMENT is by and between FLORIDA STATE COLLEGE AT JACKSONVILLE, a political subdivision of the State of Florida, for its _____ Campus (the "LESSOR") and _____, a _____, authorized to do business in the State of Florida (the "LESSEE").

In consideration of the mutual agreements contained herein the LESSOR hereby offers for use by the LESSEE, and the LESSEE hereby accepts subject to the terms and conditions herein _____ for _____ to _____ from _____ am / pm to _____ am / pm.

1. The LESSEE agrees to pay the LESSOR as rent for the use of said facilities and the equipment and staff that goes along therewith the sum of \$_____.
2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of \$_____ to be returned within 30 days after the event if there are no damages or cleaning charges incurred above and beyond the customary charge.
3. In order to reserve the specific dates above set out, LESSEE must execute this contract no later than 4 o'clock pm the _____ day of _____, 20__.
4. LESSEE shall not have the right to assign this agreement or any rights hereunder nor to sublet said premises or equipment without the written consent of the LESSOR.
5. LESSEE shall use and occupy said premises and equipment in a safe and careful manner; shall comply with all laws, rules, regulations and ordinances of the City of Jacksonville Florida and any state or governmental authority controlling or governing the demised premises or equipment or operation therein, and the attached Rental Policy.
6. LESSEE shall identify an official representative primary point of contact with LESSEE ("Representative"). The Representative will be present during the facility use and shall abide by the specific requirements listed herein.
7. LESSEE assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used or incorporated in the conduct of said events; and LESSEE agrees to indemnify and hold harmless LESSOR from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic right.
8. LESSEE shall defend, indemnify and hold the LESSOR harmless from any and all claims, damages, actions, injuries, costs, expenses loss or liability including, but not limited to, injury to person or property and LESSEE will act, at its own cost and expense, to defend and protect LESSOR against any and all such claims or demands. Toward this end LESSEE has provided a copy of their liability insurance coverage in the amount of \$1,000,000 and such copy is attached hereto.
9. LESSEE shall hold LESSOR harmless for any loss of revenue caused by the cancellation of an event.
10. The parties hereto acknowledge and agree that LESSOR is a political subdivision of the State of Florida. As such, LESSOR's performance under this Agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all federal and state laws and regulations, as well as District Board of Trustees Rules which are applicable to the LESSOR's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that LESSOR's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the LESSOR to be sued; or (iii) a waiver of sovereign immunity of the LESSOR beyond the waiver provided in Section 768.28, F. S. As LESSOR is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including

Florida provisions for conflict of law.

11. Either party shall have the right to terminate this Agreement with or without cause upon twenty-four (24) hours prior written notification to the other party. Such termination shall be in writing, signed by the duly authorized officer of the party terminating the contract, and shall be sent certified mail, return receipt requested, hand delivery, or overnight delivery.
12. _____ (initial/check) If the number of individuals participating/attending the event is greater than forty-nine (49) people, LESSEE shall provide the required number of certified crowd managers as stated on the Crowd Manager Safety Checklist. Where the number of individuals attending the event is greater than two hundred fifty (250), LESSEE shall provide additional crowd manager as stated on the Crowd Manager Safety Checklist.
 - a. The LESSEE’s designated crowd manager(s) shall take a Crowd Managers Training Course (“Course”) that has been accepted and approved by the College. LESSEE shall provide LESSOR with proof of Course certification.
 - b. The designated crowd manager(s) shall meet with LESSOR prior to its event and shall comply with the Crowd Manager Safety Checklist. [A copy of the Crowd Manager Safety Checklist is attached hereto as Exhibit _____. LESSEE will provide College with the signed Crowd Manager Safety Checklist.]
13. _____ (initial/check) If minors (children under 18 years of age) are participating/attending the LESSEE the activity or event at the Lessee’s facility.
 - a. LESSEE shall provide a qualified adult supervisor to serve as the official representative and primary point of contact with the LESSEE (“the Representative”). The Representative will remain on the LESSOR’s premises at all times during the use of the facility by the LESSEE. LESSEE acknowledges that the Representative is lawfully qualified to supervise and care for minors and will take all reasonable steps to protect minors at the event.
 - b. It is Lessee’s responsibility to ensure that any Representative is appropriately screened (if required) or otherwise qualified to supervise minors and will take all reasonable steps to protect minors at the event.
 - c. LESSEE shall solely be responsible for all activities and events it conducts on the LESSOR’s premises.
 - d. LESSEE shall be solely responsible for its participants/attendees while on the LESSOR’s premise and will be responsible for its participants/attendees until all members and guests leave the premises. The Representative will remain on the premises until all participants/attendees leave the premises and the activity or event has ended.
14. Any notice required or permitted by this Agreement shall be given to the following representative of each party, at the address set forth below, by hand delivery; by registered mail, return receipt requested; or by overnight mail or courier service, signed acknowledgement of receipt required. Notice shall be deemed as given on the day of receipt of the notice, as indicated on the signed and dated receipt of acknowledgement, or on the date of hand delivery:

If to College: _____
 Florida State College at Jacksonville

 Jacksonville, FL

With copy to: Office of General Counsel
 Florida State College at Jacksonville
 501 W. State Street, Suite 403
 Jacksonville FL 32202

If to LESSEE: _____

If, after this Agreement is executed, a party designates a new representative to accept notice, the party shall furnish the new representative’s name and address, in writing, to the other party, and a copy of the notice shall be attached to this Agreement.

In Witness Whereof, this Agreement has been executed as of the day and date last written below by the authorized representatives of the parties hereto.

LESSEE _____
Signature

Date _____

LESSOR _____
Signature

Date _____

OCG Facility Use Form 11122013

Rental Fee: \$
Sales Tax: \$
Security Deposit: \$
Labor: \$
Amt. Collected: \$

DEPOSIT:	Account Number	Amount
	#	\$
	#	\$
	#	\$
	#	\$

Facility Use Agreement
Rental Policy

Payment

The full rental rate must be paid prior to the LESSEE being permitted to use the space. If payment is made seven or fewer days prior to the event, only major credit card, money order, cashiers or certified check will be accepted, unless LESSEE has previously established credit with LESSOR, or made prior arrangements. Personal checks may be used if received by LESSOR seven or more working days prior to the event. All checks are to be made payable to Florida State College at Jacksonville. If the agreed upon rental term is exceeded, additional rental fees will be charged.

Cancellation

LESSOR reserves the right to cancel an event without penalty if it determines the event is not in the best interests of LESSOR, or the subject facilities are rendered inoperable. LESSOR shall be held harmless for any loss of revenue, or other damages, that may result from said cancellation. If the LESSEE cancels an event, no refunds or credit will be permitted, unless authorized by the College President, Vice President, or Campus President.

Insurance

Proof of General Liability insurance of not less than \$1,000,000 and not less than \$50,000 Property Insurance is required before facilities can be rented. The insurance certificate must list Florida State College at Jacksonville and its District Board of Trustees as "Additional Insured" and "certificate holder". If the organization's commercial vehicles are to be used, evidence of auto or fleet liability insurance must be provided. If alcoholic beverages are to be served, additional \$1,000,000 Liquor Liability Insurance policy shall be required.

Loss or Damage to LESSEE's Property

LESSOR is not responsible for any loss or damage to LESSEE's property left on college premises before, during, or after the scheduled event.

Security Deposit

A security deposit may be required for groups renting LESSOR facilities. The security deposit amount will be based upon the type of facility/equipment being rented, and the number of participants. The security deposit will be returned within thirty (30) days after the event if there are no facility/equipment damages or cleaning charges to be deducted.

Prohibited Use

The use of LESSOR property for any acts directed toward disruptive or violent activity, or for any events containing lewd or lascivious material is strictly prohibited. The use of or distribution of all tobacco products or electronic devises and nicotine products not approved by the FDA for tobacco cessation therapy, as well as any illegal drug, gambling activities or devices on LESSOR property is prohibited. The possession or consumption of alcoholic beverages is prohibited unless such consumption is covered by Board Rules. Firearms are prohibited unless carried by federal or state law enforcement officers in the line of duty, or performing a security function. The scheduling of events, or services, that compete with those offered by LESSOR is prohibited.

Event Staff and Set-Up

The LESSOR College President, Vice President, or Campus President or their Designee will determine the need for campus personnel and/or off-duty police at an event. Relocation of furniture or equipment will be handled only by LESSOR staff, or under the direction of LESSOR staff.

Sales Tax

Florida sales tax on the rental amount will be charged to any organization that does not provide a certified copy of its State of Florida tangible personal property sales tax exemption certificate.

Lessee's Initials _____

Date _____