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CONTRACT APPROVAL FORM	(Contract Management Use only) CONTRACT								
	TRACKING NO.								
CONTRACTOR INFORMATION	CM2415								
Name: Florida State College At Jacksonville									
Address: 76346 William Burgess Boulevard Yulee, FL 32097									
Contractor's Administrator Name: Samantha Davis Title: Administrative Assistant II									
Tel#: 904-548-4435 Fax: Email: sadavis@fscj.edu or nassaurooms@fscj.edu									
CONTRACT INFORMATION									
Contract Name: Florida State College At Jacksonville Contract Value: N/A									
Brief Description: Rental of the Nassau Room and T-117 May 24th-25th 7:15am-1:30pm Both Days									
Contract Dates : From: May 24th-May 25th Status: New Renew Amend# WA/Task Order									
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other									
If Processing an Amendment:									
Contract #: Increase Amount of Existing Contract:	No Increase								
New Contract Dates: to TOTAL OR AMEND	MENT AMOUNT:								
APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6									
	N/A								
Department Heatisignature Date	Funding Source/Acct #								
2									
3. Ant Status 4/3/17									
Office of Management/&/Budget // Date									
4/////////////////////////////////									
County Attorney (approved as to form only) Date									
Comments: This is a rental agreement for the room at FSCJ for our Wellness Expo									
COUNTY MANAGER – FINAL SIGNATURE APPROVAL									
Ted Selby Shanea D. Topes	4.4.17								
	Date								
RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS: Original: Clerk's Services; Contractor (original or certified copy)									
Copy: Department Office of Management & Budget									
Contract Management Clerk Finance	34:0114 3-994 TI								

Revised 9/24/2012



# FACILITY USE AGREEMENT

emailed to faroche Lawre 2/23/17.

THIS AGREEMENT is by and between FLORIDA STATE COLLEGE AT JACKSONVILLE, a political subdivision of the State of Florida, for its <u>North/Nassau</u> Campus (the "LESSOR") and Nassau County Board of Commissioners, a *political subdivision of the county*, 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 <u>Nassau Room and T-117</u> for <u>May 24, 2017</u> to <u>May 25, 2017</u> from <u>7:15 am</u> to <u>1:30 pm</u>.

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 <u>\$\_exempt</u>.

2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of <u>security</u> 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 <u>24th</u> day of <u>April</u>, 20<u>17</u>

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 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.

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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. LESSEE shall solely be responsible for all activities and events it conducts on the LESSOR's premises.
- c. 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:

Nassau County 1	BOCC
Clo Laura Scott	, Human Resources
96135 Nassau Pl	
Yulee, FL 3209	17

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.

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LE	LESSEE		Date <u>4-4-17</u> LE	Date <u>4-4-17</u> LESSOR		Date	
	Rental Fee:	s	DEP	OSIT:	Account Number		
	Sales Tax:	S			#	\$	
	Security Deposit:	S			#	S	
	Amt. Collected:	\$			#	\$	
			Facility Use A	greement			
			Rental Po	licy			

# 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 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 Campus President.

### Insurance

Proof of insurance of not less than \$1,000,000 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.

# 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 is required for groups renting LESSOR facilities. The security deposit amount will be based upon the type of facility being rented, and the number of participants. The security deposit will be returned within thirty (30) days after the event if there are no 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 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 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 exemption number.

Lessee's Initials

Date 4.6.17

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