(Contract Management Use only)

CONTRACT TRACKING NO.

# CONTRACT APPROVAL FORM

**CONTRACTOR INFORMATION** 

Name: Florida State College at Jacksonville Address: 76346 William Burgess Blvd. Yulee 32097 State Contractor's Administrator Name: Samantha Davis Title: Administrative Assistant II Tel#: (904) 548-4435 Fax: Email: sadavis@fscj.edu **CONTRACT INFORMATION** Contract Name: Facility Room Rental Contract Value: \$160.00 Brief Description: Rental of Nassau Room-Bean Complex @ Nassau Center for Summer Reading Program Contract Dates: June 13 & 27 & July 11 & 25, 2019 Status: X New Renew Amend# WA/Task Order How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other \_ If Processing an Amendment: Increase Amount of Existing Contract: Contract #: New Contract Dates: TOTAL OR AMENDMENT AMOUNT: APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6 Department Head Signature 01716571-544000 MS Funding Source/Acct # ontract Managemen 3. Office of Management & Bud County Attorney (approved as to form only) Comments: COUNTY MANAGER FINAL SIGNATURE APPROVAL RCVD COLINTY MGR 13 NOV '18 PM4:1 RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Clerk's Services; Contractor (original or certified copy)

Original: Copy:

Department

Clerk Finance

Office of Management & Budget

**Contract Management** 



#### **FACILITY USE AGREEMENT**

THIS AGREEMENT between Florida State College at Jacksonville, a political subdivision of the State of

authorized to do business in the State of Florida ("LESSEE").
In consideration of the mutual agreements contained herein the LESSOR hereby offers for use by the LESSEE, and the LESSEF hereby accepts subject to the terms and conditions herein TOIZCO for 13+27 Joly 11+25, from a.m./p.m. to 4** a.m./p.m.
1. The LESSEE agrees to pay the LESSOR as rent for the use of said facilities and the equipment and staff that goe along therewith the sum of \$/60.000
2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of \$_\$\bigap\$ 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 listed above, LESSEE must execute this contract no later than 4:00 p.m. the day of Tune, 2019
<ol><li>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.</li></ol>
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 premises or equipment or operation therein, and the Rental Policy Attachment A.
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 all 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. LESSEE shall have the requisite insurance coverage as listed in the rental policy and provide a certificate of insurance as evidence of such coverage.
9.LESSEE shall hold LESSOR harmless for any loss of revenue caused by the cancellation of an event.

10. The parties 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 or attachments to the agreement 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

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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 mall, 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 attachment B. 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 attachment B.
  - 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.
  - 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, as Attachment B. LESSEE will provide College with the signed Crowd Manager Safety Checklist.
  - LESSEE understands when using the Nathan H. Wilson Center for the Arts, crowd management sepaces are provided by FSCJ Staff and included in labor costs.
- 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 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.
  - d. LESSEE shall have additional liability insurance as outlined in the rental policy attachment A.

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:

Samantha Daux 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:

Michelle forde 25 n 474 St. Fernandina Bch. FL 32034

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 it representatives of the LESSEL Signature		Date	and date last written be	low by the authorized	
LESSOR Signature		_ Date			
Rental Fee:	s CP	DEPOSIT:	Account Number	Amount	
Labor:	\$140.00		#	\$	
Sales Tax:	\$ CP		#	\$	
Security Deposit:	\$ 60		#	\$	
Amt. Collected:	\$		#	\$	

# Attachment A 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 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 ineperable. 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 Director of Campus Operations.

#### Insurance

Commercial General Liability insurance - \$1,000,000 each occurrence/\$2,000,000 aggregate

Workers' Compensation insurance per Florida Statute

Sexual Abuse/Molestation Liability insurance (if minors involved) - \$1,000,000 each occurrence/\$2,000,000 aggregate Automobile Liability (if exposure exists) - \$1,000,000 each accident

Proof of 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."

#### 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 Director of Campus Operations 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 11/1/18

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Application for Rental of Florida State College Facilities and Grounds

Name of Entity of	or Organization: N	assau County P	ublic Library Syster	n	Web Site: www	w.nassaureads.co
Address: 25 N.			City: Ferr			Zip: 32034
Contact Name: Michelle Forde		Phone: 904-530-6506				
Title: Youth Se	ervices Librarian		Cell: 904- 415-0	6893 E-	mail:mforde@nas	ssaucountyfl.com
Alternate Contac	rt Name: <u>Claire S</u> ative Assistant II		Phone: 90			
	of Individual who		Cell:	E-	maii:csnepnera@	<u>gnassaucountyn.c</u>
Name Mike Mull	I to the second	will sign the renta	L	nterium County Ma	anager	
Location of Even	it:					
Campus:	□North	Downtown	☐ Kent	□South		
Center:	XNassau   AT	C URC CE	ecil North 🗆 Cecil :	South   Wilson C	enter Deerwo	od Center
	or Grounds: FSC					
Room of Name(s	s) & Room Number	r(s): Nassau Ro	om-Bean Complex			
Description of E	Annual Cum	mar Danding Dr	ograms "Universe o	of Ctorios!		
			019 (Every Thursda			
Alternate Dates		111 July 11,25, 20	713 (Lvery Triursua	<b>y</b> )	-	
	cipants over 150					
			Anticipated Time of	Departure: 4:00		a.m. 🗶 p.m.
Event Start Time	2:00	□ a.m. № p.m. 1	Event End Time:	3:00		a.m. No.m.
Specify below an	y unique or speci	al ADA accommod	dations that will be i	needed:		
How would you	like the room setu	p for your event?				
□ Pods	Classroom	Theatre	☐ Family Style	☐ Hollow Square	□U-Shape	☐ Banquet Tables
Pods 4-8 chairs per table	Classroom 2 chairs per table	Theatre Chairs only (facing front)	Family Style Wide or slim tables pushed	Hollow Square Sim tobic unit to make a hollow square	U-Shape Sim tables under to make a U-shape with 3 shape our table	Banquet Style Round takes with up to 8 chairs
		conter stelle	together to create 1 large table		*******	000
		5000 5000 5000 5000 5000 5000 5000 5000 5000 5000 5000 5000				00
** **		*****	"rerere"		41 R	240 240
			Imii o		l at	
	number of each:		Tables 2 1 in front 1 in back			
Equipment Neede		□Podium	☐ 2 Microph		-	ne Stand(s)
□ Computer	□Laptop,	□Internet	□Screen	□Projector	□DVD Player	☐ Piano
		- Constant				
			al public? 🙎 Yes 🗆	No		
	nd? ▼ Yes □ No					
	equire any ADA ac					
			pted? Yes No			
			what items will be s			
Will food or bevo	erages be consum	ed during this eve	ent? 🗆 Yes 💢 No. If	yes, what will be s	erved?	
***************************************		10 Cl 11 Cl 11				
	everages be served		(1 4) - 6 - 1	11		
What is the nam	e of the caterer/co	mpany that will j	provide the food and	d beverages?		
Are you going to	have a DI or Ran	d at your event?	☐ Yes No. If yes,	what is the name o	f DI or Band?	
Are you going to	nave a D.j. of Dan	u at your event:	Li les Milo. Il yes,	what is the hanne o	D) of Danu:	
Are you going to	rent equipment fo	r vour event?	Yes No. If yes, wh	at equipment will s	you be renting?	
The you going to	rene equipment i	n your evene.	res quitorn yes, win	ac equipment win j	ou be remaing.	
What is the nam	e of the company	will you be rentin	g it from?			
	upport of a Politic					
			proof of non-profit	certification must l	e attached.	
			s Tax? XYes □No I			must be
			executed may req			

# Application for Rental of Florida State College at Jacksonville Facilities and Grounds

- College facilities and grounds are intended for the College's programs, classes, and activities.
- After the College's needs are net each term, available space may be rented to outside entities typically during normal College hours of operation.
- The College may refuse to rent facilities and grounds for any event if the event is not in the best interest of the College.
- Rental contracts are written within the current fiscal year (July 1 June 30).
- Applications for rental of facilities and grounds must be received at least 14 days in advance of the event with the exception of the Wilson Center which must be received at least 30 days in advance of the event.
- Rental payments must be received at least 7 days in advance prior to the event.
- Non-profit organizations must provide proof of non-profit certification with their application.
- Organizations that are exempt from Florida State Sales Tax must provide their Certification with their application.
- No event may be advertised or publicized until an Event Permit is issued and deposit received (when required).

There are four (4) requirements for renting Florida State College at Jacksonville facilities and grounds.

#### 1. Insurance Requirements

Before the College will execute a Facility Rental Agreement for an event, proof that insurance must be provided that coverage has been purchased for the event in accordance with the Insurance Requirements stated below.

All organizations and groups desiring to rent College Facilities and Grounds must provide proof of liability insurance ("ACORD Certificate) in the amount of one million dollars or more and property insurance in the amount of \$50,000. The insurance certificate must be issued by a licensed agent of the underwriting insurance company, and shall specify that Florida State College at Jacksonville and its District Board of Trustees are "Additionally Insured". Certificates must list the "Certificate Holder" as Florida State College at Jacksonville and its District Board of Trustees, and must also specify the date(s) of use and specifically identify what Campus/space/room(s)/grounds(s) will be covered by that policy for the Event.

Long-term usage contracts require that the requestor insurance agent provide the College with a thirty-day notice of cancellation. If the group or organization will use commercial vehicles in connection with its rental, it shall provide evidence of auto or fleet liability insurance.

Caterers, DJ's, and Bands must also provide proof of State and Local licensure and insurance that meets all of the requirements above.

State and Federal Agencies must provide evidence of insurance in accordance with their jurisdictional State or Federal Guidelines.

Should you need assistance to obtain insurance for your event you may obtain a Tenant's and User's Liability Insurance Policy (Tulip) via: <a href="www.urmia.org">www.urmia.org</a> or contact the University Risk Management and Insurance Association (URMIA) National Office at (812) 855-6683. Florida State College at Jacksonville is a participant in this program. Each campus/center has an invitation code that can be found on the site listed above.

#### 2. Crowd Management Requirements

Crowd management is required for all events held at the College with more than 49 participants. The College will provide crowd management at an additional hourly rate in the rental agreement.

For all facilities except the Wilson enter you may provide crowd manager for your event if you obtain training provided in following URL and provide a printed certificate(s) for each of you crowd manager(s). This must be done before the College executes a facility\_rental agreement for your event. The cost for each certification is \$19.95 at the website listed below.

#### To become a Certified Crowd Manager:

- a. Temporarily disable your pop-up blocker
- Enter the URL in your search engine: http://www.crowdmanagers.com/
- Proceed through the training sections until you reach the test portion.
- d. Once you answer all the questions you will see a screen displaying your test score. At this point you will click on "Print Certificate".
- e. If, when you click on "Print Certificate" a bar appears at the top of your browser window, you should have the option in the section to temporarily allow pop-up from this site.
- f. You will be directed to a screen, which will require the following information: Name (first and last), email, and county. Select "Out of State", Business Name, and State. After filling all the fields, click record certificate.
- At this time your certificate should pop-up. The certificate must be printed from this page.
- Email the certificate(s) with your name, certificate number, and date to the campus contact name where your event will be held.

#### Computer Access Requirement

If your event requires a participant or participants to access the College's Technology Infrastructure you must request a guest account be set up for your event at least 48 hours in advance.

To obtain a gust ID during your event you must provide the following for the individuals who will be signing on FSCJ system(s) to run computer equipment:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Email Address
- e. Phone Number

If you will have more than one person accessing FSCJ computing equipment, you will need to provide a spreadsheet that lists the number of participants needing computer access and all of the above information for each individual.

#### 4. Security Deposit Requirements

Some events may require a security deposit. If the College determines that a security deposit is required, that deposit will be added to the rental agreement. The deposit will be refunded 30 days after your event provided that additional labor was not required and there were no damage to the FSCJ facility or grounds you rented for your event.

Thave read, understand, and agree wit	hall that is stated	above:		
		Director	NCPL	11/8/18
Name	0	Title	Organization	Date