

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2415

CONTRACTOR INFORMATION

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 AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------------|-------------------------------------|
| 1. | <u>Ashley Math</u>
Department Head Signature | _____ | <u>N/A</u>
Funding Source/Acct # |
| 2. | <u>[Signature]</u>
Contract Management | <u>3/30/17</u>
Date | |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>4/3/17</u>
Date | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>4/11/17</u>
Date | |

Comments: This is a rental agreement for the room at FSCJ for our Wellness Expo

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Fed Selby Shanea B. Jones _____ 4-6-17
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

17 APR -5 AM 9:46



FACILITY USE AGREEMENT

*emailed to
Laure LaRoche
2/23/17*

THIS AGREEMENT is by and between FLORIDA STATE COLLEGE AT JACKSONVILLE, a political subdivision of the State of Florida, for its North/Nassau 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 Nassau Room and T-117 for May 24, 2017 to May 25, 2017 from 7:15 am to 1:30 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 \$ exempt.
2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of \$ exempt 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 24th day of April, 2017
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.

