

# CITY OF BROOKSVILLE

## PARKS & RECREATION DEPARTMENT

### FACILITY USE AGREEMENT



___ Jerome Brown Community Center	( ) Hall/Gym	( ) Conference Room	( ) Kitchen
___ Enrichment Center	( ) 1 <sup>st</sup> Fl Conf. Rm.	( ) 2 <sup>nd</sup> Fl Conf. Rm.	( ) Kitchen
___ Other Facility _____			

Name of applicant (User): \_\_\_\_\_

If an organization, name of representative: \_\_\_\_\_

\_\_\_ Not-for-Profit (attach copy of certificate) \_\_\_ Government Agency \_\_\_ City Co-Sponsored

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: \_\_\_\_\_ Day Telephone \_\_\_\_\_ Evening \_\_\_\_\_

Alternate contact person: \_\_\_\_\_ Day Telephone \_\_\_\_\_ Evening \_\_\_\_\_

Description of event: \_\_\_\_\_

\_\_\_\_\_ Anticipated attendance: \_\_\_\_\_

Attendees will be: \_\_\_Adult \_\_\_Teen \_\_\_Elem \_\_\_Preschool; If youth event, number of supervising adults: \_\_\_\_\_

Day(s) of event: M - T - W - Th - F - Sa - Su Start date of event: \_\_\_\_\_ Ending date: \_\_\_\_\_

Time event begins: \_\_\_\_\_ AM/PM Time event ends: \_\_\_\_\_ AM/PM

Set-up: Date \_\_\_\_\_ From \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

Will event be open to the general public? \_\_\_Yes \_\_\_No; Admission/donation/fee\*\* : \_\_\_Yes \_\_\_No \$ \_\_\_\_\_

Food/merchandise sales\*: \_\_\_Yes \_\_\_No; Describe: \_\_\_\_\_

Refreshments served: \_\_\_Yes \_\_\_No; Describe: \_\_\_\_\_

Number of paid security officers (if applicable): \_\_\_\_\_ Scheduled from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

#### RATES & FEES

**User Fees:** The base user fee for the requested facility is \$ \_\_\_\_\_ (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

**Deposit:** An initial deposit equal to the Security Deposit is due when the Facility Use Agreement is signed. If the projected rental and fees exceed the basic Security Deposit, such additional amounts are to be paid not less than ten (10) days prior to the event. The User is responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the activity. The deposit will be refunded less any amount due for additional rental charges, damages or other additional services. If actual costs exceed the amount of the Deposit, such additional amounts will be due from User upon notice.

**Refunds:** (A) 75% of the deposit will be refunded if cancellation by applicant is received thirty (30) or more calendar days before the event date, or (B) 50% if canceled less than thirty (30) calendar days and the facility is subsequently leased for the same day/time period to another user, 25% if not re-leased.

## USE AGREEMENT TERMS

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.
2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center and the Hernando County Mining Association/Enrichment Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.
3. No activities are permitted to extend beyond 11:00 p.m., unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.
4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Hernando County Sheriff's Office will be utilized when available.
5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.
7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.
8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of \$500,000 Property Damage, General Liability \$1,000,000/\$2,000,000, Automobile Liability \$1,000,000/\$2,000,000 and Workman's Compensation with Statutory Limits\* or provide notarized affidavit of exemption listing relevant statutes with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event.

### INSURANCE INFORMATION

Insurance must have the City of Brooksville listed as additional insured in the amount of 1 million dollars per occurrence. Representative must purchase insurance and make sure that on the certificate of insurance document under the certificate holder it states:

City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

Also: under *Description of Operations* it must state: The certificate holder is listed as additional insured with regard to general liability. If required, is a copy of the certification of insurance attached? \_\_\_\_\_ On File \_\_\_\_\_.

9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.
10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.
11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that the applicant is not an individual, he/she has the authority to bind applicant.

GROUPS USING FACILITIES WITH AN ESTIMATED ATTENDANCE OVER 100 PEOPLE

Groups and organizations running events of 100 or more in attendance are expected to have and provide the following:

1. All groups will be required to have General Park Staff at the event, as determined by The City of Brooksville Parks Department. (Usually 1-2 staff depending on size of the event).
2. Payment of overtime charge for General Park Staff during the entirety of the event (4 hr min @\$30 = \$120).
3. Payment of overtime charge for Technical Park Staff (electrician) during the entirety of the event (2 hr min @ \$40 = \$80).
4. \$1,000,000 general liability insurance naming the City of Brooksville as insured and listed as additional insured.
5. If considered a large special event - an off-duty deputy must be secured at the renter's expense.

To the best of my knowledge, all information on this application is correct. I have received, read, understand, and will comply with the provisions of this Facility Lease Agreement, and that this Agreement is not approved until execution by the City.

Applicant User/Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance Required: \_\_\_ Yes \_\_\_ No; Certificate naming the City as "Additional Insured" attached: \_\_\_ Yes \_\_\_ No

Alcoholic Beverage Distribution/Consumption Permit \_\_\_ Yes \_\_\_ No (Attach copy of signed permit)

Base Rent \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ Total Estimated Cost \$ \_\_\_\_\_ Total Estimated Deposit \$ \_\_\_\_\_

Initial Deposit (minimum 50% of estimated total) \$ \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_ Balance Due (10 days prior to event) \$ \_\_\_\_\_

Application Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**Not valid unless signed by Director of Parks and Recreation or Authorized Agent.**

Revised: 11/05/2018