

## Alachua County Board of County Commissioners

### FACILITIES USE AGREEMENT

To rent a Facility this form must be submitted with a reservation fee. The Facility is not reserved until all forms are completed, applicable fees are paid, and approval is granted. This form must include all required signatures. **All fees/deposits must be paid in full at time of application. Applications will not be accepted within two weeks of the event.**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Alachua County ("County") and \_\_\_\_\_ ("Applicant"). The County allows the Applicant to use the Facility indicated under the following Terms and Conditions.

#### FACILITIES/FEES

	Facility	Rental Hours	Address	Capacity	Fee	Damage Security Deposit
<b>To reserve, please call 352-374-5204 or stop by 12 SE 1<sup>st</sup> Street, Gainesville Mon. – Fri. between 8:30 a.m. and 5 p.m.</b>						
<input type="checkbox"/>	Josiah T. Walls Building/Parking Lot	Available when not in use by Supervisor of Elections or Property Appraiser	515 N Main Street, Gainesville, FL 32601	Varies	\$100.00	\$100.00
<input type="checkbox"/>	Grace Knight Conference Room	8:30 a.m. – 5 p.m. (Mon. – Fri.)	12 SE 1 <sup>st</sup> Street, Gainesville, FL 32601	42	\$55.00	\$100.00
<input type="checkbox"/>	Jack Durrance Commission Chambers*	8:30 a.m. – 5 p.m. (Mon. – Fri.)	12 SE 1 <sup>st</sup> Street, Gainesville, FL 32601	135	\$220.00	\$100.00
<b>To reserve, please call 352-264-6907 or stop by 12 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor, Gainesville</b>						
<input type="checkbox"/>	Freedom Community Center	8 a.m. – 10 p.m. (Sat. – Sun.)	7430 S W 41st Place, Gainesville, FL 32609	235	\$300.00**	\$200.00
<input type="checkbox"/>	Poe Springs Park Lodge	9 a.m. – 6 p.m. (Sat. – Sun.)	28800 N W 182 <sup>nd</sup> Avenue, High Springs, FL 32643	54	\$100.00**	\$100.00
<input type="checkbox"/>	Veterans Memorial Park Concession Area	8 a.m. – 10 p.m. (Sat. – Sun.)	7430 S W 41st Place, Gainesville, FL 32609	N/A	\$66.00	\$200.00
<input type="checkbox"/>	West Lawn	8 a.m. – 10 p.m.	12 S E 1 <sup>st</sup> Street, Gainesville, FL 32601	N/A	\$0	\$0

- **Cancellations/No Shows:** Non-Refundable Reservation Fee and 50 percent of total fees with tax.
- We accept cash, credit cards (MasterCard, Visa, and Discover).
- Checks/Money Orders make payable to "BOCC" (*Alachua County Board of County Commissioners*).
- The Applicant needs to provide comprehensive general liability Insurance. This determination will be based on the risk of the type of activity scheduled.
- Events exceeding the "Rental Hours" noted will be charged \$30 per hour per staff person.

\*Food/Drink is not permitted in the Jack Durrance Commission Chambers under any circumstance.

\*\*Half price weekday (Mon. – Fri.) rentals are available.

#### PERIOD OF USE

The terms of this Agreement shall be in force on the following dates and times. This time allowance includes all setup and cleanup time. No entry is allowed prior to listed start time.

Date(s) \_\_\_\_\_ 20\_\_\_\_, times \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**Participants Expected** \_\_\_\_\_ **Type of Event (Description)** \_\_\_\_\_

#### **LIABILITY and WAIVER OF CLAIMS**

The Applicant agrees to be liable for all damages, claims, liabilities, losses and costs and causes of action of every kind and nature, to the extent they are caused by the conduct of the Applicant, or Applicant's visitors, agents, invitees or employees. Applicant hereby releases County, its employees and contractors, from liability for acts or omissions of Applicant, or third parties, whether negligent or otherwise, causing injury, death or property damage related in any way to this agreement. Accordingly, Applicant waives the right to pursue any claim, including but not limited to any cause of action, lawsuit, damage, or demand whatsoever, in law or equity, which Applicant may have now or in the future against the County for anything related in any way to this agreement. The parties agree that nothing in this contract shall be interpreted as waiver of the County's sovereign immunity provided under Section 768.28, Florida Statutes. **PLEASE PRINT**

Applicant Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Phone # \_\_\_\_\_ Alternate # \_\_\_\_\_

Address \_\_\_\_\_

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

OFFICE USE ONLY					
No. of Rental Days _____	Rate/Day _____	Fees Due _____	Tax due: _____	Security Deposit: _____	Total Due _____
Payment Date _____	Receipt # _____	Damage/Cleaning Deposit Paid By: _____	Date Scheduled _____		

## FACILITIES USE REGULATIONS

The Department and Applicant acknowledge receipt of the Facilities Use Regulations, that are currently in effect, and Applicant hereby agrees to adhere to each and every regulation contained therein. The parties hereto have executed this agreement for the uses and purposes herein contained on the day and year listed above.

- A. Facilities are available for rental to individuals, groups, clubs, and organizations upon approval by the Department.
- B. Rentals can be made no more than one (1) year in advance of the desired rental date.
- C. The Applicant needs to provide comprehensive general liability Insurance. This determination will be based on the risk of the type of activity scheduled.
- D. Applicant is responsible for the conduct of its participants, workers and guests and will be required to pay for any damages incurred during the time of the rental.
- E. All decorations shall be put up without defacing the Facility and shall be subject to the approval and subsequent supervision of the Department. No tape allowed on the floors.
- F. The restrooms will be cleaned and stocked at the start of the Applicant's rental period. ***It will be the Applicants responsibility to maintain the restrooms and provide additional paper and cleaning products for the duration of the rental period.***
- G. Cooking grills are permitted in designated areas only.
- H. Use of electrical appliances, equipment, and machinery shall be permitted with consent of the Department. The Applicant shall not use, or permit the use upon the premises, any substance of an explosive or highly flammable nature.
- I. Any special lights or lighting effects, other than those in ordinary usage, shall be provided and paid for by the Applicant.
- J. The Applicant shall obtain all necessary licenses and permits, and pay taxes that may be required:
- K. The Department shall not be responsible for items left by guests, employees, or representatives of the event.
- L. There are a limited number of tables and chairs available for use at the Facility. Any additional tables or chairs needed must be furnished by the Applicant.
- M. Alcoholic beverages are not permitted anywhere in the Facility or park, and smoking is prohibited inside the Facilities.
- N. Applicant shall comply with the Alachua County Park Rules, Ch. 76 Alachua County Code.
- O. The Applicant shall be responsible for the clean-up of the Facility immediately following use as follows:
  - Collect and remove all trash to trash receptacles as directed by attendant.
  - Wipe tables and chairs with spray cleaner and damp cloth.
  - Sweep floors and mop restrooms, kitchen floors and use areas.
  - Clean all glass and counters with glass cleaner as needed including restrooms.
  - Wash toilets and sinks.
  - Wash marks from walls and counters and floors.
  - Vacuum floors.
  - All Cleaning products and equipment are provided by the Department.

**I understand** I must have the facility cleaned and returned to the attendant by 10:00 p.m. for Freedom Community Center and 6:00 p.m. for Poe Springs Park Lodge or I will lose my Security Deposit.

**I understand** my Security Deposit will be mailed to me 3 weeks after my rental by check, once the following is determined:

- 1) I stayed within my contract hours,
- 2) I cleaned the Facility after my rental as described above
- 3) I did not damage the Facility; and
- 4) I used only the area(s) and equipment that are outlined on this agreement.

**I understand** that the Facility is not reserved until all required forms are completed and on file, applicable fees are paid, all necessary permits/licenses are obtained and approval is granted by the Department.

**I understand** the **Department may cancel my reservation for any reason at any time. Applicant's sole remedy is the return of all prepaid amounts.**

### FOLLOWING ITEMS ARE AVAILABLE FOR YOUR USE

Freedom Community Center

120 Chairs  
24 Round Tables (5' x 5')  
20 Rectangle Tables (6' x 30")  
Kitchen Refrigerator and sink  
Counter Space

Concession Area at Freedom Community Center

Kitchen, Refrigerator, Sink  
Counter Space

Poe Springs Park Lodge

54 Chairs  
3 8' by 30" Tables  
7 6' by 30" Tables  
Kitchen Refrigerator, stove top and sink  
Small Counter Space

**I affirm that I have read and agree to all terms and conditions listed on this agreement and that the information herein is a true and accurate description of the event to be held at the Facility.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date