

School Board of St. Johns County, Florida
Facility Use Agreement - Terms and Conditions

For and in consideration of the following promises, covenants, and conditions, The School Board of St. Johns County, Florida (“School Board”) and User hereby agree to the following terms, conditions and charges (“Agreement”):

1. **Use of Facility.** School Board hereby grants to User the right to use the premises or facilities owned by the School Board (collectively, “Facility”) and more particularly identified in the Specific Use Request (hereinafter defined) subject to the terms and conditions herein contained, for the purposes and times set forth in the Specific Use Request only and for no other event or purpose. User acknowledges that use of any Facility is conditioned upon satisfaction of the following requirements: (a) User has agreed to these terms and conditions; (b) School Board has approved in writing the Specific Use Request; (c) User has satisfied all insurance requirements; and (d) User has paid the required deposit and any and all sums on the Invoice (collectively, “Use Contingencies”). No binding and enforce agreement for the use of the facilities will exist until the Use Contingencies have been satisfied.

User understands and acknowledges that User shall have access and use of the Facility only during the time and date specified in the Specific Use Request. Approval of this Agreement by the School Board does not grant User a license to use the Facility or any School Board premises at any other time.

School Board agrees to furnish any and all utilities, including, without limitation, light, heat, air conditioning and water, it deems necessary, at its sole discretion, for the use of the Facility. Except as otherwise provided herein, User takes and accepts the Facility “as-is” and without any representations or warranties as to the ability to use the Facility for User’s purpose or Event.

2. **Term of Agreement.** The term of this Agreement shall be for the period specified in the Specific Use Request. However, this Agreement may be otherwise terminated at any time as provided below.
3. **Specific Use Request.** Unless otherwise specifically waived by School Board in writing, User shall submit an online Use Request to the School Board no later than ten (10) business days prior to any requested event or requested use of a Facility. The Request shall include the following information: (a) type and purpose of event (“Event”); (b) identification and address of specific site or Facility, including any individual rooms or premises necessary to conduct the Event; (c) schedule showing the time and date of the requested Event, including time User will need for set up and breakdown (“Event Date”); (d) list of all School Board equipment the User intends to utilize during the Event; (e) estimated number of participants and/or attendees; and (f) designation of a Responsible Party who shall act as the User’s agent and through whom all communication shall be conducted to (collectively, the “Specific Use Request”).

The Specific Use Request shall be reviewed by the School Board and must be approved prior to any use by User. User shall notify the School Board of any material change in the proposed use. The School Board reserves the right to deny or reject any Specific Use Request, or to require additional staff, including custodians, security officers, or equipment operators, based on the nature of the Event. Any such additional costs shall be at the expense of the User.

4. **Invoice.** Upon approval of a Specific Use Request, the School Board will prepare an invoice setting forth the security and damage deposit, Facility use or rental fees, equipment use fees,

utility charges, staffing costs, and any other fees or charges reasonably required by the School Board for the use of the Facility ("Invoice"). Unless otherwise stated in the Invoice, User agrees to pay in full no later than fourteen (14) days prior to the first day of the approved Event. However, if the Specific Use Event is a recurring event throughout the fiscal year, School Board may, in its sole discretion, permit the User to pay the Invoice monthly, no later than the first (1st) day of the month in which the User intends to utilize the Facility, or weekly if the weekly sum is paid no later than fourteen (14) days prior to use. If payment in full is not timely received by the School Board, the School Board, in its sole and absolute discretion, shall have the right to terminate this Agreement and User shall have no right to use the Facility. If a deposit is required, the deposit is non-refundable and non-transferable. If the User cancels the Event, User shall forfeit the deposit. If the Event ends earlier than the stated time in the Specific Use Request, User shall not be entitled to a refund of any fees paid hereunder.

Users with outstanding balances will **not** be permitted to lease or allowed access to any School Board Facility until the balance is reconciled.

5. **Responsible Party/Event Coordinating Deadline.** User agrees to designate an individual or contact person in the Specific Use Request who shall be responsible for ("Responsible Party") the following: (a) coordinating all Specific Use Request details with the School Board not later than ten (10) days prior to the Event, or as otherwise agreed upon by the School Board in writing; (b) hosting and being present and in attendance at all times throughout the Event; (c) taking all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to assure compliance with the terms and conditions of this Agreement; and (d) supervising the attendees at the Event. The User shall be responsible for all actions of the Responsible Party.
6. **User's Obligations.** User, its agents, employees, attendees, volunteers, invitees, guests, and participants, agree to the following obligations and restrictions:
 - a. User shall comply, at its sole cost and expense, with applicable School Board rules and procedures and federal, state, and local laws;
 - b. User shall obtain, at its own cost and expense, any and all licenses or permits required by law or ordinance to conduct or hold the Event at the Facility;
 - c. User shall exercise care in the use of the Facility and adjacent areas and shall keep the Facility and adjacent areas in a clean and orderly condition, to replace any furniture or equipment moved during the User's use of the Facility, and to remove all waste material at the conclusion of the Event, unless School Board agrees, in writing, to be responsible for cleanup, removal of waste or recycling.
 - d. User shall not damage, destroy, or make any alterations to the Facility, or any fixtures, building systems, or equipment in the Facility without the prior written consent of the School Board. At the end of the Event, unless otherwise agreed in writing by the School Board, User shall remove from the Facility all property and materials belonging to the User and shall leave the Facility in a clean, safe, and unaltered condition as originally tendered to the User. In the event the School Board permits the storage of equipment, property, or materials belonging to the User, User agrees and acknowledges that School Board assumes no responsibility for any lost, stolen, or damaged equipment and materials stored at the Facility by User. If User damages the Facility, School Board, in its sole and absolute discretion may conduct the repairs and restorations to the Facility, subject to reimbursement from the User as set forth below. If School Board conducts the repairs and restorations to the Facility, the cost of such repairs or restoration shall be borne solely by User. School Board shall have

the right to apply the deposit to such cost. If the deposit is not sufficient to cover the charges, User shall reimburse School Board for the shortfall not later than ten (10) days after School Board presents User with a written statement or invoice reflecting the nature and costs of the repairs.

- e. User agrees to abide by any and all specific limitations or restrictions of the School Board, or administration of any Facility, as to the use of tape, balloons, glitter, candles, markers, tack, nails, other such materials, and signage at the Facility (collectively, "Decorations"). Decorations must be fire retardant. User shall consult with the School Board for a full overview of allowable Decorations and to appropriately accommodate User's needs. Decorations which cause damage or create additional cleaning requirements after their display will result in additional charges to the User. User shall remove all Decorations, outdoor and indoor directional signage, equipment, and/or materials owned by User immediately following the Event. Anything not removed will be subject to storage and/or disposal fees.
 - f. School Board is not responsible for overseeing the shipping or storage of equipment and materials prior to its placement in, and subject to its removal from, the Facility.
 - g. User acknowledges and agrees that School Board's approval of any Specific Use Request does not equate to an endorsement or sponsorship of the Event or of any activity conducted or views expressed at the Event. Upon commencement of any Event, unless otherwise agreed to by School Board, User shall notify any and all participants, invitees, guests, volunteers, or attendees that any activities conducted, products or services offered, or views expressed at the Event are not sponsored, recommended, or endorsed by the School Board. School Board's name shall not be used to suggest co-sponsorship or endorsement of any activity, without prior written approval from the School Board.
 - h. User shall provide written notice to the School Board within twenty-four (24) hours of any incident resulting in bodily injury or death to any persons, or damage to property of the School Board or others occurring at any School Board Facility or adjacent premises or in any way connected with the use of School Board Facility or adjacent premises. The notice must include details of the time, place and circumstances of the incident; photos, videos, and other related documentation, and the names and addresses of any person(s) witnessing the incident.
 - i. User understands and agrees that during the term of this Agreement other events may be held in other parts of the Facility not included in this Agreement.
7. **User's Property.** User agrees and acknowledges that School Board does not insure the personal property of the User its employees, agents, guests, volunteers, or attendees against damage or loss by any means. User assumes the risk of any such damage or loss and hereby waives any right of recovery against the School Board as a result of loss or damage to the property of User.
8. **Right to Enter.** School Board reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User shall follow all directives from School Board staff.
9. **Indemnification and Hold Harmless.**
- a. To the fullest extent permitted by law, User shall indemnify, defend, and hold harmless the School Board, its board members, employees, and representatives from and against all claims, costs, damages, losses, and expenses, including but not limited to, economic loss, reasonable attorney's fees, and expenses, arising out of or in connection with the use of the Facility and with the terms and conditions of this Agreement, provided that any such claim, cost, damage, loss, or expense (i) is

attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death, or damage to tangible property of a third party including the loss of use, (ii) loss of User's personal property during use of the Facility, and (iii) is caused or incurred in whole or in part by the User or any of its employees, volunteers, contractors, agents, invitees, or anyone directly or indirectly attending User's activity or Event at the Facility, regardless if caused in part by the School Board. This indemnification shall not apply to any claims, costs, damages, losses, and expenses arising from the School Board's sole gross negligence or intentional misconduct. Nothing herein shall be deemed a waiver by the School Board of its sovereign immunity rights under the laws of the State of Florida.

- b. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

10. Insurance Requirements. Unless otherwise waived by the School Board in advance in writing:

- a. User shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to the Facility which may arise from or in connection with the Event and the rental and/or use of the Facility and the activities of the User, its guests, invitees, agents, representatives, employees, or contractors. The cost of such insurance shall be borne by User. User shall furnish a Certificate of Insurance (Acord) with Comprehensive General Liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate combined single limits covering bodily injury, property damage, personal injury and liability.
- b. In the event the User is a Florida state agency or political subdivision of the State of Florida authorized to self-insure or enter into a risk management program pursuant to Sections 768.28(16) and 440.38(6), Florida Statutes, submission of a statement of self-insurance shall satisfy all requirements of Section 10 of this Agreement.
- c. User shall furnish the School Board with an original Certificate of Insurance, and any applicable amendatory endorsements, naming "The School Board of St. Johns County, Florida" as an additional insured and certificate holder effecting coverage at the time of the original request. If the certificates and endorsements are not timely delivered to and received by the School Board, this Agreement, or any Specific Use Request, shall be automatically and immediately void and User shall have no right to use the Facility. In the event the School Board, in its sole and absolute discretion, does not approve or accept User's insurance coverage, User shall furnish additional evidence of coverage or a Certificate of Insurance acceptable to the School Board, in its sole and absolute discretion, or the School Board may elect to suspend or terminate this Agreement, or any Specific Use Request, and User shall have no right to use the Facility. School Board reserves the right to modify these insurance requirements at any time without any advance notice, including limits, based on the nature of the risk, prior experience, prior events, insurer, coverage, or other special circumstances. User shall notify School Board within thirty (30) days of any material changes or notice of cancellation User receives from its insurance and shall provide copies of any and all new policies or renewal notices of existing policies.
- d. PTOs and school booster group meetings are required to provide a Certificate of Insurance which meet the requirements outlined above.
- e. The School Board of St. Johns County, Florida must be named as the Certificate Holder and Additional Insured as follows:

School Board of St. Johns County, Florida
40 Orange Street
St. Augustine, FL 32804

- f. Limits of coverage shall be indicated on the Certificate of Insurance as follows: Commercial General Liability: with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate covering bodily injury and property damage, personal injury, and liability.
- g. Unless the certificate reads as above, the certificate will be denied.
- h. The certificate must specify the effective date of the general liability policy. These dates must cover the date or dates being requested for the use of the Facility. User should submit only one copy of its Certificate of Insurance to document sufficient insurance coverage, even if User is applying to use several different School Board facilities.
- i. The insured's name must match the User's name.
- j. The cancellation section of the Certificate of Insurance must be completed and signed by the authorized representative since this section ensures that User's policy is active at the time of the Event.

11. **Prohibition of Substances, Devices, or Materials.** Unless otherwise specifically agreed to by School Board in writing, User shall not allow or permit the use, consumption, storage, or possession of any of the following items on School Board Facilities by User, its agents, employees, attendees, volunteers, invitees, guests, or participants: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons, firearms, and/or destructive devices; (d) hazardous, flammable or explosive materials, including but not limited to, flammable materials or liquids, candles, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics; (e) smoke or haze generating devices; (f) animals; (g) amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices; (h) food trucks; or (i) any other substance, material, or items prohibited by law or the Florida Fire Prevention Code.

Approval of a Use Request does not include permission for the User to engage or bring outside vendors onto School Board property.

12. **Prohibition of Political Activity.** The use of any Facility for political fundraising or campaigning is prohibited except as allowed by the School District's Political Activity Guidelines.
13. **Termination, Cancellation, or Reassignment.** This Agreement may be terminated by either party hereto at any time during the term hereof upon fourteen (14) days' prior written notice to the other party. The School Board reserves the right to terminate, cancel, rescind, suspend, or revoke this Agreement, and/or its approval of any Specific Use Request, or to reassign, relocate, or remove the User to another Facility, immediately and without notice, upon any of the following: (a) in the event of an emergency which, in the opinion and sole discretion of the School Board, would make the Event or use of the Facility unfeasible; (b) the Facility is needed for school use; (c) if the School Board determines, in its sole and absolute discretion, that the purpose or purposes for which the Facility is being used, or intended to be used, would not be in the best interest of the School Board; (d) User fails to remit any and all payment required in accordance with the Invoice; (e) User fails to remit and maintain a Certificate of Insurance in accordance with the insurance requirements contained herein; (f) User fails to comply with any requirement, for any violation of use conditions or regulations required by the School Board or governmental agency; (g) the School Board determines the User has provided inaccurate, false, or misleading information to the School Board in this Agreement or any Specific Use Request; (h) School Board determines that the

Facility will undergo any renovation, construction, or remediation work during, prior to or after the Event that would make the Event unfeasible; or (i) otherwise comply with the User's obligations hereunder. Refunds of any deposits and/or other fees or charged paid pursuant to the Invoice will be determined at the discretion of the School Board, on a case-by-case basis.

14. **Non-Discrimination.** To the extent permitted by law, User and School Board agree that neither will discriminate against any individual on the basis of age, sex, race, creed, age color, religious belief, national origin, disability, status as a disabled veteran or veteran of the Vietnam era, and that the User agrees to comply with all non-discriminatory laws, rules, policies, and procedures that the School Board promulgates or to which the School Board is subject.
15. **Default by User and Costs of Enforcement.** In the event User fails to comply with the terms and conditions of this Agreement or Specific Use Request, User agrees to pay all costs of enforcement, construction, or interpretation, or collection of payments, deposits, utility and equipment fees, including, without limitation, collection costs and reasonable attorneys' fees incurred in pretrial negotiations, trial proceedings or appeals, or similar proceedings.
16. **Entire Agreement; Incorporation of Specific Use Requests.** This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only in writing signed by both parties. Notwithstanding the foregoing, any Specific Facility Use shall reference the document or permit number of this Agreement and shall further ratify the terms and conditions of this Agreement. Any modifications, changes or amendments to this Agreement must be written and signed by all the Parties to this Agreement. Notwithstanding the above, the Parties to this Agreement incorporate by reference, as though fully set forth herein, those specific paragraphs initialed by the Parties in any Facilities Use Agreement Addendum, if applicable.
17. **Severability.** In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.
18. **Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
19. **No Assignment or Subletting.** This Agreement shall not be assigned or transferred without the prior written consent of the School Board.
20. **Force Majeure.** In any event that the performance of any covenant(s) of this Agreement shall be prevented by an act of God, act or regulations of local, state or federal government, physical disability, actor regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, terrorism, war, epidemic, pandemic, interruption of transportation, or any other reason proven beyond their control, School Board and User shall respectively be relieved of their obligations stated in the Agreement and any deposits or payments paid by the User shall be returned to the User, if the Event has not yet occurred.
21. **Venue and Jurisdiction.** This Agreement shall be governed and constructed in accordance

with the laws of the State of Florida and venue shall be located in St. Johns County, Florida.

22. **Warranty of Authority.** By agreeing to the terms and conditions hereof, the signatory hereof represents and warrants that he or she has the full power and authority to act on behalf of User, and User has the full power and authority to enter and agree to these terms and conditions.
23. **Acceptance of Terms.** User has read and understands the above terms and conditions and agrees to abide by these terms and conditions.