

PARKS AND RECREATION

Facility Use Agreement

RECITALS WHEREAS, User desires to use a portion of the City Facility delineated in the contract/permit above, hereinafter referred to as ("Facility").

WHEREAS, this Agreement sets forth the respective duties, responsibilities and obligations of the User and the City with respect to the use of said portion of the Facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the City and the User hereby agree as follows:

1. The City grants the Users the right to use that portion of the Facility delineated in the contract/permit above (hereinafter the "Premises") on those dates and during those times stated in the contract/permit above. The Premises shall include ingress, egress and approaches thereof and thereto.
2. The User shall use the Premises only for those purposes and permitted uses stated in the contract/permit above.
3. The User shall pay the City the sum of \$ "contract total" for use of the Premises.
4. The use of the Premises by the User at times or dates other than those specifically set forth in the contract/permit above must be approved in writing by the Parks and Recreation Department of the City prior to using the Premises at times or dates other than those set forth in contract/permit above.
5. User has inspected the Premises and accepts the Premises in its present condition. The City has made no representations, statements, or warranties, either express or implied, as to the condition of the Premises or as to its fitness for a particular use.
6. In consideration for the use of the Premises, User voluntarily assumes all risks of accidents, injury and damage to his or her person and property and hereby releases and discharges the City and its employees, agents, officers, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") from every claim, liability, and demand of any kind. Further, User shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting there from, sustained by any persons or entities, which Claims are alleged to have arisen out of or in connection with, in whole or in part, User's use of the Premises, notwithstanding that such Claims were caused by or alleged to have been caused by, in whole or in part, the negligence of any of the Indemnified Parties.



7. (a) The User shall maintain insurance coverage in the form and amount deemed adequate by the City for all risks inherent in the functions and aspects of its use of the Premises, including but not limited to, risks of fire, casualty and general liability insurance for personal injury, property damage and contractual liability under this Agreement.
(b) Unless otherwise agreed to in writing by the City's Risk Management Department, if the User is going to sell, prepare, serve, distribute or allow alcohol in any manner when using the Premises, a Liquor Liability policy in the minimum amount of \$1,000,000 will be required.
(c) All of the insurance required under this Agreement shall be in effect under enforceable policies issued by insurers licensed to do business in the State of Florida and be rated "A-" or better by a rating agency such as A.M. Best or its equivalent. All policies shall name the Indemnified Parties as additional insured, be in occurrence form, provide contractual liability covering the liability assumed in this Agreement and shall not exclude any activity that would normally be associated with use of the Premises. All policies shall provide that the policy shall not be canceled prior to the termination of this Agreement or until ten (10) days after the City receives notice of cancellation of the policy.
8. This Agreement may be terminated by either party by the giving of ten (10) days written notice to the other party.
9. The User shall not assign this Agreement or sublet any part of the Premises without the previous written consent of the City.
10. The User shall comply at all times with all federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"). The User shall also comply with all City policies and procedures, including but not limited to all policies and procedures for use of the Premises.
11. The User shall not discriminate against any person in the use of the Premises because of race, color, religion, sex, disability, sexual orientation or national origin.
12. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
13. The User must leave the Premises clean and in good repair. This includes, but is not limited to, trash being picked up, decorations and equipment be removed. The User will be billed and shall be responsible for costs of any additional cleaning or repairs that may be required due to its usage of the Premises.
14. The User is responsible for the conduct of participants, workers, volunteers, invitees, and guests while using the Premises.
15. The City shall not be responsible for any damages which may arise from any act of nature or other event which renders the Facility or the Premises unable to be used as desired.
16. The City shall not be responsible for items left by participants, guests, workers, invitees, or volunteers of the User.
17. The User must immediately report to the appropriate Parks and Recreation staff member any accidents, injuries or incidents that may occur while User is occupying and using the Premises pursuant to the terms and conditions set forth in this Agreement.
18. The City reserves the right to require the User to hire off duty police, licensed security officers, and/or additional staff.
19. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right other than right to occupy and use the Premises pursuant to the terms and conditions of this Agreement.

The Americans with Disabilities Act (A.D.A.) guarantees equal opportunity for people with disabilities. Special accommodation requests such as sign language interpreters, taped or Braille materials, assistive listening devices, etc., should be made at least one week prior to the activity or program. Individuals using TTD devices, please contact us using the Florida Relay Service at 800-955-8771.