



LEVY COUNTY FACILITY USE APPLICATION AND AGREEMENT

PART I – TO BE COMPLETED BY THE APPLICANT

AT THIS TIME, FACILITY USE IS ONLY AVAILABLE TO NON-PROFIT, CHARITABLE AND GOVERNMENT ORGANIZATIONS

1. Person/Legal Entity Requesting Use of Facility:

Name of Person: _____ Phone #: _____

Name of Entity/Organization: _____

Physical address (city, state, zip): _____

E-Mail Address: _____

2. Facility requested: Gymnasium

3. Date(s) and start/end times requested (be sure to include time needed for set-up/break-down)

Check applicable box: One time use Recurring Use (if recurring, describe frequency below)

4. Description of Use/Event (attach additional pages or documents, if necessary):

Describe any and all equipment (such as sound-amplification, music, speakers) and banners/signs to be used:

5. Estimated Maximum Number of Persons attending Use/Event: _____

6. Will your event (check one): charge admission/other fee Request donation None

7. Advance Deposit \$100.00 per daily use: For recurring use, the deposit will roll-forward to the next daily use; however, if forfeited due to Applicant not cleaning or damaging the Facility (per Section 3 below), a new deposit must be paid before the next daily use.

8. **Access/Key:** The key to the Facility must be picked up in person from the Levy County Construction and Maintenance Department at 319 Mongo Street, Bronson, FL 32621 and must be returned to the drop box at the same location.

Applicant Certification: I hereby certify and affirm that the above information, and any attachments, are true and correct. I understand that providing untrue or false statements in connection with this Application and Agreement may result in the immediate denial or revocation of authorization to use the Facility and may disqualify me from future use of any other County facility. I further certify and affirm that I have reviewed and will comply with the County Approval below and the Facility Use Agreement Terms and Conditions (pages 3 & 4). I understand that I am responsible for enforcing compliance by all persons attending my use/event. I understand that this Agreement is not effective until payment of required deposit/fee is received by the County and this Agreement is signed by an authorized representative of the County.

Signature: _____ Date: _____
Print Name: _____

Instructions to Applicant: When Part I is completed, bring this application along with your deposit payment and certificates of insurance (required by Section 9 below) to the Levy County Construction and Maintenance Department at 319 Mongo Street, Bronson, FL 32621 between the hours of 7am to 3pm Monday through Friday, for review and completion of Part II by the County.

PART II – TO BE COMPLETED BY THE COUNTY

Describe County imposed modifications/limitations/conditions (if any) to the Page 1 information provided by the Applicant:

I have received the \$100 Advance Deposit and proof of insurance required by Section 9 below from Applicant and have approved this Agreement on behalf of the County:

Print Name: _____
Print Title: _____
Date: _____

FACILITY USE AGREEMENT TERMS AND CONDITIONS

1. Period of Use; Limitations; Cancellation. This Agreement is valid only for the Applicant's use of the Facility for the uses/events on the specific dates/times identified on Page 1, as modified by the County (if applicable) on Page 2, and does not allow Applicant to use any other County property or facility or this Facility on other dates/times. This Agreement is not assignable or transferrable by the Applicant to any other party. The County reserves the right to cancel, postpone, or require rescheduling of the use due to Facility maintenance, inclement weather, public safety requirements, or emergency. In such event, the Applicant's deposit and any fees paid will be refunded.
2. Applicant's Property: Applicant agrees and acknowledges that the County does not insure the personal property of the Applicant or its invitees (the term "invitees" used in this Agreement means all agents, employees, attendees, volunteers, guests, or participants at the Applicant's use/event) against damage or loss by any means. Applicant assumes the risk of any such damage or loss and hereby waives any right of recovery against the County as a result of loss or damage to the property of Applicant or its invitees.
3. Condition of Facility. Applicant accepts the Facility "as-is" and without representations or warranties as to the ability to use the Facility for Applicant's use/event. Applicant shall not make any alterations to the Facility or alter or remove any fixtures, equipment or other County property within the Facility, without the advance written approval of the County. Applicant is required to clean and return Facility to the condition it was in prior to the use/event authorized by this Agreement. Any damage to the Facility arising out of the use is the responsibility of Applicant. Applicant shall sweep or vacuum all floors, wipe all table and countertops, and discard all trash in the dumpsters, if available. If dumpsters are not available, trash must be discarded at the location directed by the County. Failure to satisfactorily clean the facility or repair any damages will result in forfeiture of the Applicant's deposit and may result in filing of a claim against Applicant's insurance.
4. Prohibited Substances, Devices, or Materials. Applicant shall not allow or permit any the use, consumption, storage, or possession of any of the following items at the Facility by Applicant or its invitees: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons and firearms; (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) dangerous animals; (f) 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; or (g) any other substance, material, or items prohibited by law or ordinances of fire insurance. Any violation of this paragraph will result in forfeiture of the Applicant's deposit, and may result in arrest and prosecution.
5. Security; Right to Enter and Inspect. Applicant is responsible for safe and secure use of the Facility. If required by the County, the Applicant, at their expense, shall hire law enforcement officers for crowd control or security during its use/event. County reserves the right to enter and inspect the Facility at any time for any purpose during Applicant's use/event. Applicant shall follow all directives from County staff.
6. Taxes. No admission charges or sale of items will be allowed unless listed and described on page 1 of this Agreement and approved by the County. If approved, Applicant is responsible for collection and payment of any applicable sales and other taxes.
7. Other Permits/Licenses: Applicant shall obtain any necessary licenses and permits for its use/event.
8. Assumption of Risk; Indemnification: Applicant knowingly and freely assumes all risks to itself and its invitees, both known and unknown, arising from the use of the Facility, and assumes full responsibility for use of the Facility by Applicant and its invitees.

If Applicant is a governmental entity entitled to the protections of Section 768.28, Florida Statutes: To the extent permitted by law and Section 768.28, Applicant expressly agrees to defend, indemnify, save, and hold

County harmless from and against any loss, injury, damage, liability, suit, claim, action, cost or expense incurred or suffered as a result of the negligence, recklessness, or intentional misconduct of Applicant or Applicant's employees, volunteers, contractors, and agents except to the extent that such damage or loss results from the negligence or willful misconduct of County or its agents or employees. Nothing contained herein shall constitute a waiver of Applicant or County sovereign immunity or the provisions of Section 768.28, Florida Statutes

If Applicant is **not** a governmental entity entitled to the protections of Section 768.28, Florida Statutes: In consideration for use of the Facility, Applicant on behalf of itself and its invitees, knowingly and freely waives and releases and agrees to indemnify, save and hold harmless the County and its officers, employees and agents from all liability, claims, demands, damages, and cost of every kind and nature, including attorneys' fees at trial or appellate levels and all court costs arising out of arising out of any and all injuries to, or death of persons, economic loss, and damage to any and all property including loss of use thereof, resulting from or in any manner arising out of or in connection with its use of the Facility. Applicant's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, attorney's fees, litigation, judgment, and/or settlement of any complaint, claim, or legal action. This indemnification shall not apply to any claims, costs, damages, losses, and expenses arising from the County's sole gross negligence or intentional misconduct. Nothing herein shall be deemed a waiver by the County of its sovereign immunity under the laws of the State of Florida.

9. Insurance: The Applicant shall furnish the County with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County is to be specifically included as an additional insured on all policies except Workers' Compensation. All certificates of insurance must be on file with and approved by the County prior to Applicant's use of the Facility. Workers' Compensation: If Applicant falls under the State of Florida Workers' Compensation Law, coverage shall be provided for all employees. The coverage shall be for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease. Commercial General Liability Insurance - Occurrence Form Required: Coverage shall have minimum limits of \$300,000 per occurrence. Combined single limit for Bodily Injury Liability and Property Damage Liability, including premises and operations. Damage to rented premises shall be included at \$100,000. If food or beverage is being served, Products Liability must be included.

In the event Applicant is a governmental entity 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 this Section.

10. 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.

11. 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.

12. 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, County and Applicant shall respectively be relieved of their obligations and any deposits or payments paid by the Applicant shall be refunded, if the use/event has not yet occurred.

13. Applicable law; Venue: This Agreement is governed and interpreted in accordance with the laws of the State of Florida and venue shall be in Levy County, Florida.