

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/18/2014

Contract/Lease Control #: L14-0409-PS

Bid #:

Contract/Lease Type: LEASE

Award To/Lessee: NORTHWEST FLORIDA STATE COLLEGE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/07/2014

Term: INDEFINITE

Description of
Contract/Lease: USE OF GROUNDS

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: DVILLANI@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CERTIFIED TRUE AND CORRECT COPY.

AUG/12/2014



NORTHWEST FLORIDA STATE COLLEGE

FACILITIES RENTAL AGREEMENT #2015-113

Organization:	Okaloosa County Public Safety
Point of Contact:	Ken Wolfe
Address:	90 College Blvd E, Niceville, FL 32578
Telephone Number:	850-651-7150
Email:	kwolfe@co.okaloosa.fl.us
Date & Number of Attendees expected:	08/23/2014 150+ people
Reservation Start Time:	7:00 am
Reservation End Time:	9:00 am
Room Number & Configuration:	Grounds

FEES:

Rental fees:	\$	110.00
Set-up fees:	\$	-
Portion waived (if any):	\$	(110.00)
Total due:	\$	-

The Board of Trustees of Northwest Florida State College may rent facilities on a temporary basis to outside organizations.

The college is not responsible for any damage, accidents or injury that may happen to the User or agents or all other participants and/or property from any cause resulting from the scheduled activity while covered by the agreement. The User releases and holds harmless the college from and agrees to indemnify it against all claims for such damage, accident, or injury.

LESSEE** shall indemnify and save the College from harm from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from injury to any person or property resulting, directly or indirectly, from or based upon LESSEE's actual or alleged use of said facility. Lessee further shall, at its own cost and expense, defend any and all suits which may be brought against the college, either alone or in conjunction with others, upon any such liability or claim or claims, and shall satisfy, pay, and discharge any and all judgments and fines that may be recovered against the College in any action or actions; provided, however, that the College shall give Lessee written notice of any such claim or demand.

******"In no event will this constitute a waiver of sovereign immunity or shall the County's liability exceed the limits of sovereign immunity." *****

The college reserves the right to rescind and cancel this agreement at any time when the purpose for which the college facilities are being used or intended to be used are not consistent with the objectives and mission of the college. College activities have first priority on all facilities. The college reserves the right to alter the schedule of events by notifying the User 48 hours before a scheduled event.

**Okaloosa County

**LEASE # L14-0409-PS
NWFSC
USE OF GROUNDS
EXPIRES: INDEFINITE**

1. **The user (organization) will**

- a. Obtain at the User's expense all licenses or permits required by law and/or by ordinance and provide a copy to the college prior to the event.
- b. Provide the college a Certificate of Insurance naming the college as additional insured showing evidence of coverage of no less than \$100,000 per person, \$200,000 per occurrence. All insurers shall be qualified and doing business in Florida. In the event the User does not have sufficient insurance or is unable to provide a Certificate of Insurance as required, the College will obtain insurance for the event to cover the premises liability and the User must reimburse the college for the cost.
- c. Use the Facilities as they exist at the time of the rental agreement. If the User finds it necessary to remove or change the equipment, it must obtain written consent from the college.
- d. Remove all equipment and material owned by the User within twenty-four (24) hours or conclusion of the event. The college assumes no liability for the User's equipment or material.
- e. Make arrangements with appropriate college personnel for delivery of equipment and material needed for the event.
- f. Use the facilities only for the purpose specified. The User may not reassign the Use Agreement nor sublet the facilities.
- g. Pay any and all costs for custodial services or other services provided by college personnel that may arise by reason of use by the LESSEE of the facilities or property of the college.
- h. Abstain from bringing on the college campus, possessing, or using any alcoholic beverages, unlawful drugs or substances, firearms, or any gambling devices.
- i. Abstain from storing or using any substance prohibited by law or ordinance, or by standard policies of fire insurance companies operating in the State of Florida.
- j. Hold the college harmless and indemnify it against any claims or liability for workers compensation, and/or other public liability and/or property damage liability, which may arise or accrue by reason of use by the User of the facilities or property of the college. The User shall assume full responsibility for the character, acts, and conduct of all persons admitted to the facilities or property of the college by the consent of the User.
- k. Present to the college a 20 percent advance security or damage deposit at least thirty (30) days prior to the event if the estimated rental and use fees exceed \$1,000.00.

2. **Payment of Charges**

- a. All payments must be made by check or money order payable to **Northwest Florida State College**.
- b. Payments must be made to the college before use of college facilities. (30 days prior, if possible) An invoice will be sent to the User for additional or unforeseen charges.
- c. An event whose primary (legal) sponsor is a for-profit organization which collects gross receipts in excess of \$2,500.00 will remit to the college 15 percent of the gross receipts in addition to the normal and customary facilities use fees.

3. **Regulations**

- a. Activities are not authorized between 12:00 a.m. (Midnight) and 6:00 a.m.
- b. Smoking is not allowed in any building or entryway to buildings of the college.
- c. College equipment may not be removed from the premises. The User is responsible for replacement costs of missing and/or damaged equipment.
- d. If food service, i.e. catering, coffee service, etc. is provided at the LESSEE's event on the college's property, Aladdin Food Management Services, LLC shall have the right of first refusal for providing the food services. If Aladdin Food Management Services, LLC is unable to provide the service and an outside vendor is used, the vendor must be licensed and the LESSEE must provide the college with a copy of the vendor's occupational license/insurance. Payment for catering will be made directly to Aladdin Food Management Services, LLC.
- e. The college retains all concession rights. The User may not engage in selling of items except programs. Food and beverages are not permitted in the college auditorium.
- f. Publicity and advertising for the event must not state or imply that it has college endorsement.
- g. Operating Procedures (Appendix B) specifies the priority of use, times of facilities use, and excluded uses.

4. **Acknowledgement**

- a. The agreement will not be binding upon the college until accepted and approved by the college. Accordingly, the User acknowledges and agrees that the information in the agreement is the making of a contract within the State of Florida. The User agrees to submit to the jurisdiction of the courts in the State of Florida regarding claims arising out of the agreement.

- b. It is understood that the college as used herein shall include the employees, administrators, agents, and Board of Trustees.

Zan Fedorak
Printed Name

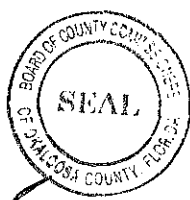
Zan Fedorak
Signature

Purchasing Manager
Title

7/15/14
Date

Adrian J. J. J.
Northwest Florida State College
Special Events Coordinator

07/08/2014
Date


Charles K. Windes, Jr.
Signature
Okaloosa County Board of County Commissioners
Charles K. Windes, Jr., Chairman
8-7-14
Date

** Please send your signed copy via mail to:

NWFSC
100 College Blvd
Student Services Center, Office # 312
Niceville, FL 32578

Or via email to: specialevents@nwfsc.edu

Any questions should be referred to the Office of Special Events, (850) 729-5366.