

# **Facility Use Agreement**

WHEREAS, the Customer made a reservation to use a portion of the City of St. Petersburg (City") Facility/Resource delineated in the reservation (hereinafter, the "Premises"); and

WHEREAS, the City desires to issue the Customer a Permit for such use of the Premises; and

WHEREAS, this Agreement sets forth the respective duties, responsibilities, and obligations of the Customer and the City with respect to the Customer's use of the Premises.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated into this Agreement as an integral part hereof), and the mutual promises, covenants and conditions herein contained, the City and the Customer hereby agree as follows:

1. The City grants the Customer the right to use the Premises on those dates and during those times stated in the Permit. The Premises shall include ingress, egress and approaches thereof and thereto.

2. The Customer shall use the Premises only for those purposes and permitted uses stated in the Permit.

3. The Customer shall pay the City the sum designated in the Permit for use of the Premises.

4. The use of the Premises by the Customer at times or dates other than those specifically set forth in the Permit must be approved in writing by the City prior to using the Premises at times or dates other than those set forth in the Permit.

5. The Customer 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, the Customer voluntarily assumes all risks of accidents, injury and damage to persons 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, the Customer 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 therefrom, sustained by any persons or entities, which Claims are alleged to have arisen out of or in connection with, in whole or in part, the Customer'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. Insurance.

a. The Customer shall maintain insurance coverage in the form and amount deemed adequate by the City for all risks inherent in the functions and aspects of the Customer's 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 Customer 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 is required.

c. All 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 insureds, 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 City reserves the right to suspend the rights granted hereunder, effective immediately, by giving verbal notice (followed by written notice within a reasonable time) if a state of emergency has been declared by the federal, state, or local government, and the Mayor (as defined in St. Petersburg City Code section 2-425) determines that such suspension is necessary to protect the public health, safety, or welfare. If the City exercises this right to suspension, the City and the Customer may mutually agree in writing to modify the dates and times for which the Customer may utilize the Premises. The Customer hereby releases any and all Claims for damages against the Indemnified Parties related to the suspension and further agrees to waive any and all rights which might arise by reason of the suspension; the Customer shall have no recourse of any kind against any of the Indemnified Parties.

10. The City shall not be responsible for any damages which may arise from any act of nature or other event which renders the Facility/Resource or the Premises unable to be used as desired.

11. The Customer shall not assign this Agreement or sublet any part of the Premises without the City's prior written consent.

12. The Customer 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 Customer shall also comply with all City policies and procedures, including but not limited to all policies, procedures, and conditions for use of the Premises.
13. The Customer shall not discriminate against any person in the use of the Premises because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or any other protected category.
14. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
15. The Customer must leave the Premises clean and in good repair. This includes but is not limited to trash being picked up and decorations and equipment being removed. The Customer will be billed and shall be responsible for costs of any additional cleaning or repairs that may be required due to the Customer's use of the Premises.
16. The Customer is responsible for the conduct of participants, workers, volunteers, invitees, and guests while using the Premises.
17. The City is not responsible for items left by participants, guests, workers, invitees, or volunteers of the Customer.
18. The Customer must immediately report to the appropriate Parks and Recreation staff member any accidents, injuries or incidents that occur while the Customer is occupying or using the Premises.
19. The City reserves the right to require the Customer to hire off-duty police, licensed security officers, and/or additional staff.
20. Nothing contained in this Agreement may 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.
21. The Customer shall comply with the following conditions for the serving or consumption of alcohol on the Premises:
  - a. The serving or consumption of alcohol is only allowed in the following locations: Azalea Recreation Center, Bay Vista Recreation Center, Boyd Hill Nature Preserve, and the Sunshine Center.
  - b. Alcohol beverage sales, service, use and/or consumption is confined only to the interiors of the approved Facility/Resource. Alcohol is NOT PERMITTED outside the Facility/Resource or on the exterior property (parking lot, parkland, etc.).
  - c. Caterers/Vendors providing alcohol must have a current liquor license and proof of liquor liability insurance.
  - d. The Customer shall ensure that alcohol is dispensed only to those who are of legal age.
  - e. The Customer shall comply with applicable laws required for sales, service, dispensing, possession, use and consumption of alcoholic beverages.
  - f. The Customer shall address any disruptive/inappropriate behavior to ensure the safety of the public and maintain the positive atmosphere of the event.
  - g. The Customer acknowledges that failure to comply with any of these conditions of alcohol use may prompt City staff to take the following progressive action(s) to address non-compliance: (i) a verbal request by staff for suspected offender to leave the Premises; (ii) calling police in to ensure suspected offender leaves the Premises if verbal request is refused; (iii) closing down event, requiring all participants to vacate the Premises and refund options forfeited; and (iv) potential ban from future City facility use for a designated time frame or permanently if the City deems necessary.
22. The Customer shall comply with the following conditions for events intended for middle and high school age guests (hereinafter, "Teen(s)") only at the Premises:
  - a. Any Teen event at the Premises must be invitation only with no more than fifty Teens: (i) a guest list must be presented to staff upon arrival; (ii) an adult chaperone must be stationed at the entrance to verify guest list with who enters; (iii) non-guests cannot be allowed in the Facility/Resource and must leave the Premises. This is the responsibility of the Customer.
  - b. No advertisement to the public is allowed. This includes but is not limited to: social media, flyers, posters, advertising cards, radio ads, television ads, etc.
  - c. The ratio must be one adult/chaperone to ten Teens.
  - d. One adult chaperone must be stationed in the entrance at all times during the rental.
  - e. One adult chaperone must monitor the bathrooms and any other area where rental participants may congregate.
  - f. Some lights must remain on at all times. A test of sufficient light is to place a quarter on the floor and from a standing position be able to read whether it is heads up or tails up.
  - g. Once Teens arrive, they must not be able to leave the Facility/Resource and re-enter. Any Teens who leave the Facility/Resource must leave the Premises.
  - h. At the end of the rental time, adult chaperones must be present at the entrance and throughout the Premises, including the parking lot(s) until all Teens are picked up. Teens must be escorted off the Premises.
  - i. The Customer shall not leave the Premises until every Teen is off the Premises.
  - j. The Customer is responsible for the Facility/Resource including any activities on the exterior property (parking lot, parkland, etc.) during the rental period.
  - k. The Customer acknowledges that failure to comply with any of these conditions for Teen use may prompt City staff to take the following progressive action(s) to address non-compliance resulting in: (i) a verbal request by staff for suspected offender to leave the Premises; (ii) calling police in to ensure suspected offender leaves the Premises if verbal request is refused; (iii) closing down event, requiring all participants to vacate the Premises and refund options forfeited; and (iv) potential ban from future City facility use for a designated time frame or permanently if the City deems necessary.