

Okeechobee County Board of County Commissioners

Facility Use Terms and Agreement

- ❖ All reservations for any county facility must be made ***by a person 21 years of age*** or older.
- ❖ ***The renter accepts full responsibility for the entire premises, including parking lots and immediate area around the facility.*** Persons not affiliated with the renters activities should be reported to the proper authorities and the Parks and Recreation Department.
- ❖ ***NO ALCOHOL or any other substances that cause intoxication are allowed on the premises.***
- ❖ ***Should you arrive early, or exceed your rental time, the time used shall be deducted from your security deposit.*** Should you exceed the dollar amount of the security deposit, you will be financially responsible for the time used, and your future rental rights may be suspended for forfeiture of contract.
- ❖ ***All functions on premises are to be conducted at the times stated on the application. This includes setup/decoration AND teardown/clean-up time. All functions must end at midnight (12:00am), no exceptions.***
- ❖ County facilities shall not be sublet, or allowed for use by anyone other than the renter. No renter shall secure facilities for others, and shall agree to remain on premises as the responsible individual for the duration of the function.
- ❖ All keys must be returned to the Parks and Recreation office the next business day. Any keys not returned within 72 hours of their scheduled use date will be charged a \$25.00 per day late fee, which will be deducted from their security deposit. Should the key be lost or not returned within 7 days of the scheduled use date, the security deposit will be forfeited, and the facility will be rekeyed. If the cost of rekeying the facility exceeds the security deposit amount, the renter shall be held financially responsible for the remaining balance.
- ❖ ***The renter will be held responsible for any damages or losses to the facility.*** Cost of repairs shall be taken from the forfeited deposit, and should cost of repairs exceed the deposit amount, the renter shall be held financially responsible for the remaining balance.
- ❖ Okeechobee County assumes no responsibility for property brought into the building or on premises of the facility by the renter. All equipment, supplies and personal property must be removed by the renter at completion of event.
- ❖ ***NO SMOKING*** inside the facility. The Florida Clean Air Act governing in public buildings shall prevail.
- ❖ Should the renter bring in, or arrange for vendors to be on premises, it is the renters' responsibility to provide the Parks and Recreation Department with the proper insurance certificates from the vendor. (this includes, but is not limited to, bounce houses, catering, Disk Jockeys etc.,) Okeechobee County will not be held responsible for any damages or accidents caused or related to services brought in by the renter.
- ❖ Okeechobee County is not responsible for facility preparation, other than providing a clean facility. The renter must arrange and financially secure enough time to prepare for their function.
- ❖ The renter is responsible for clean-up of the entire facility. All tables and chairs must be stacked and put away in the fashion they were found. All garbage cans must be emptied and put into the provided exterior dumpster.
- ❖ Any group or individual that plans or holds an event involving admission fees, cover charges, etc., must have the expressed written permission from the Okeechobee County Administrator.

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Facility Use Terms and Agreement Cont.**

- ❖ Any required licenses, permits, etc., shall be the responsibility of the group, organization or individual using the facility and the responsibility for securing the same rests with them.
- ❖ No equipment or tangible property belonging to Okeechobee County shall be removed from ANY facility without the expressed and written permission from the County Administrator.
- ❖ All reservations & cancellations must be made at the **Okeechobee County Parks and Recreation office**, located at **1718 NW 9th Avenue, Okeechobee, Florida 34972**. ALL reservations must be finalized and paid in full no later than 14 days prior to the requested event. Fees collected within 30 days of event date shall be submitted in credit/debit or cash only.
- ❖ All cancelations shall be no later than 10 days prior to event. Cancelations after 10 days prior to event shall forfeit either the paid security deposit or rent paid, whichever is greater.
- ❖ Refunds for cancellations will be processed as follows; the applicant is required to submit a 'Refund Request' form. Once required paperwork has been obtained, the request will be submitted to the County Finance department. Refunds will be sent to the applicant via check and can take **up to 45 days** for processing.
- ❖ Refunds for security deposit will be processed as follows; upon receipt of facility keys and a clean custodial report after the scheduled event, the refund request for the security deposit will be submitted to the County Finance department. Refunds will be sent to the applicant via check and can take **up to 45 days** for processing.
- ❖ Violation of this agreement as well as County, State or Federal laws, regulations, restrictions or rules governing use of municipal properties may result in denial of future facility use and forfeiture of deposits and or rent monies paid.

I certify that I have read, and fully understand the above listed rules and regulations governing the use of county facilities and agree to abide by them. I understand that ANY deviation from the above rules and regulations shall subject my event to immediate shutdown by the authority of the Okeechobee County Parks and Recreation Department and/or any law enforcement agency governing within the State of Florida. I agree and understand that that if requested by authorized by county or state officials, to close down all activities for the above listed event. I agree that deviation from this agreement will forfeit not only future rental rights, but also the security deposit for this event and I will be held financially and personally responsible for any damages over and above the security deposit amount. Furthermore, I will hold Okeechobee County, the Board of County Commissioners and its employees harmless for any damages whatsoever arising from my use of this facility.

Name (Please print)

Signature

Date

Witness for County