

**St. Lucie County
Facility Use Procedures
Effective February 1, 2009**

The following facility use procedures are established by the County Administrator pursuant the BOCC Facility Use Policy approved October 10, 2008, Resolution 08-321.

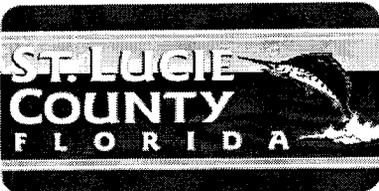
1. The Board of County Commissioners (BOCC), its members, County Departments or programs, BOCC advisory committees and Constitutional Officers have priority for use of facilities. There is no charge for these uses.
2. The County Administrator will determine the County facilities that will be made available for use. The Facility Use Policy, Procedures and Fees do not apply to Parks and Recreation community centers, sports and athletic facilities, Havert L. Fenn Center, Fairgrounds and Fairwinds Golf Course.
3. Permission for use of a County facility does not imply County endorsement of the views, opinions, policies or activities of groups or organizations using the facility. Any announcement or publicity implying such endorsement is prohibited. The County is not responsible for the accuracy, use or consequence of statements made during use of a facility.
4. Any activity in a County facility will be conducted according to County policies and procedures and applicable laws, rules, regulations and ordinances. The User shall obtain any and all permits and licenses and pay any and all taxes, fees and charges prescribed by federal, state and local laws, ordinances, rules and regulations.
5. Users are responsible for ensuring guests, participants and attendees observe facility rules and behave in an appropriate manner. Disruption of County operations and damage, destruction or defacing of County property and equipment is prohibited. The User is responsible for ensuring that no nuisance is created or permitted in, on or near the facility.
6. Each facility User shall indemnify, defend and hold harmless the County, its agents and employees against any and all damages, expenses, claims, liability due to loss of property of others or any other liability arising out of or related to its use of a County facility. The County shall not be responsible for any theft, loss or damage to the property of the User, employees or guests and attendees.
7. The County Administrator or designee shall only deny requested use of an available County facility for documented reasons, including but failure to pay for prior use, prior payment(s) which have not been honored by a financial institution, damage to County facilities/equipment from prior use, prior use resulting in disruptions that create the need to contact law enforcement, failure to comply with terms of prior facility use agreements or similar circumstances.

8. Any organization or individual denied use of a facility by the County Administrator's designee may appeal the denial to the County Administrator in writing within 10 business days of the denial. The County Administrator will render a decision on the appeal in writing within 5 business days. If a denial is made or upheld by the County Administrator, the organization or individual may appeal to the BOCC within 5 business days of the County Administrator's denial. Such appeal must be in writing and outline the basis for the appeal. The appeal will be placed on an agenda for a regularly scheduled meeting of the BOCC within 14 business days of receipt of the appeal, or as soon as possible thereafter. Organizations and individuals may not appeal fees, other charges or approved policy and procedures unless the organization and/or individual asserts a claim of discrimination or other violation of civil rights.
9. Nonprofit and for-profit corporations are required to provide a certificate of insurance naming St. Lucie County BOCC as an additional insured for coverage and limits specified by Risk Management, in consultation with the County Attorney. The insurance policy must contain a provision providing the County with 30 days written notice prior to termination, non-renewal or restriction of coverage.
10. All organizations and individuals using a County facility under this procedure shall execute a facility use agreement form approved by the County Attorney.
11. Use is not reserved until a signed facility use agreement and certificate of insurance are submitted and approved by the County and fees are paid in full.
12. Recurring reservations for monthly use will be accepted up to six months in advance. Recurring reservations for weekly use will be accepted up to one month in advance.
13. The User is responsible for paying all staff costs for facility use after hours or if staff is required for more than one hour during normal business hours. For all facility use held outside of normal business hours, the User shall be responsible for paying the cost of staff to open and close the facility. Keys, access codes or cards to County facilities shall not be provided to Users.
14. With approval of the County Administrator, facility use fees may be waived or reduced for Users executing a written partnership agreement with a County Department to provide specific services and/or contributions in lieu of the facility use fee. The estimated value of such services or other contributions should be similar to the value of fees being waived or reduced. A partnership agreement may not be used to pay for the cost of staff associated with any use after hours.
15. Nonprofit and governmental organizations will receive a 50% reduction of the fee paid by for-profit organizations and individuals. It is the responsibility of each organization to provide documentation of nonprofit status to be eligible for reduced rates. Groups which cannot provide such documentation must

pay applicable fees.

16. With the exception of facilities with a kitchen or food preparation area, no food or drink is permitted in County meeting rooms unless approved by the County Administrator or designee. If approved, the User is responsible for cleaning the furniture, equipment and facility, including removing trash and food. will be responsible for damage resulting from food or drink spills, burns, etc. A damage deposit may be required.
17. Alcoholic beverages shall not be served at events held at County facilities during normal business hours. Alcohol may be served at after-hours events, contingent upon the applicant receiving approval of the County Administrator and payment of an additional fee of \$50 per 2-hour event. The User must provide copies of all required permits prior to the event. Persons must be at least 21 years of age to possess or consume alcohol and identification must be checked as required by law. The County assumes no responsibility for the improper or illegal serving of alcoholic beverages during use of a County facility. General Liability insurance with a Host Liquor Liability endorsement shall be provided. Additional staff or security may also be required.
18. At the discretion of the County Administrator or designee, Users may be required to provide a damage deposit based on the requested facility, use of equipment, number of guests or other factors. The damage deposit shall not exceed 50% of the total fee charged for use of the facility.
19. Fees are refundable for cancellation if ten (10) business days written notice is provided by the User. Cancellation made with less than ten (10) business days written notice will receive a 50% refund unless a full refund is approved by the County Administrator or designee. If no written notice is provided, no refund shall be issued unless approved by the County Administrator or designee due to reasons beyond the control of the User.
20. The County Administrator may cancel any use of a facility due to severe weather or other emergency situations. Users will receive a refund of all fees paid.
21. Users are responsible for setting up the room(s) according to their needs and for restoring the room to its standard set up. Adequate time for setup and break down must be included in the facility use agreement hours of use.
22. The County reserves the right to require additional staff or security at the User's expense based on nature of the activity, number of expected attendees, etc. Security must be on duty before guests arrive and must remain on duty until the last participant leaves.
23. Exclusive use of a parking lot is not included with a facility use fee unless pre-arranged as part of the use.

24. Smoking is prohibited in all County facilities.
25. Use of County-owned audio-visual equipment is prohibited unless operated by County staff. The facility use agreement shall include charges for County staff when use is after normal business hours or for more than one hour during business hours.
26. The User is not allowed to erect signs or announcements on or near the facility without prior written approval of the County Administrator or designee. The use of ink, marker, tacks, pins or other fastening devices that will damage walls, doors or furniture is prohibited. Equipment or materials that will damage the facility are also prohibited.
27. Users are liable for all costs to replace or repair damage or loss to County facilities or equipment, which shall first be deducted from the damage deposit, if any. The user will be responsible for payment of all costs if no damage deposit was required or for costs which exceed the damage deposit.
28. Fees for facility use may be waived by the BOCC when the proposed event or program will allow a local nonprofit organization or governmental agency to provide services to the citizens of St. Lucie County or is a fundraiser for such an organization. Fees for staff required for the event may not be waived. The nonprofit organization must submit a written request for the waiver, with a description of the services to be provided to St. Lucie County citizens or how the proceeds from the fundraiser will be used to benefit the citizens of St. Lucie County. The written request must be submitted to the Department Director for the requested facility no less than 30 days prior to the event. The Department Director will review the request for compliance with the waiver criteria and, if appropriate, place the request on the agenda of a regularly scheduled BOCC meeting.
29. The name or logo for St. Lucie County may not be used on any promotional materials without the written consent of the County Administrator. If the County is a sponsor of the event or waives or reduces facility use fees for the event, the County, at its option, may require use of the County logo.
30. The County shall have the right to enter and inspect the facility at any time to ensure compliance with these procedures. The County shall have the right to cancel or terminate an event when the User has not complied with the terms of the facility use agreement and/or facility use policy and procedures. The User will not be eligible for a refund of fees.



FACILITY USE AGREEMENT

DEPARTMENT:
DIVISION:
FACILITY:

Applicant /Organization Name: _____

Event: _____

If Non-profit, please indicate Tax Exempt ID Number _____

Address: _____

Contact Person: _____ Title: _____

Phone: Primary(____) _____ Alternate(____) _____ Alternate(____) _____

Email: _____ Fax (____) _____

Facility: _____ Room(s) Requested _____

Requested Date(s) up to 6 months in advance for monthly use; one month in advance for weekly use:

Describe Event/Use: _____

Set-Up: ____ AM ____ PM Event Begins: ____ AM ____ PM Breakdown/Clean-up Completed: ____ AM ____ PM

Total No. of Hours Requested ____ No. of Attendees ____ Open to the General Public ____ Yes ____ No

Type of Event: Business ____ Personal (Non-business) ____ Non-Profit/Civic ____ Fundraiser ____

If Fundraiser, indicate Recipient: _____

- Admission \$: ____ Yes ____ No If Yes, Indicate Amount \$ _____
• Food/Drink Served: ____ Yes ____ No If Yes, is there a charge? ____ Yes ____ No
• Alcohol Served: ____ Yes ____ No If Yes, is there a charge? ____ Yes ____ No
• Requested Equip. : ____ Yes ____ No If Yes, specify _____
• The requested facility has a standard set up as indicated below. If an alternate set up is requested, the user is responsible for the alternate set up and restoring the room to its standard set up.
Standard facility set up is: Banquet/Meeting ____ Theater ____ Classroom ____ Other ____
• Additional charges may be incurred for staff, equipment and security.
• A certificate of insurance naming St. Lucie County as an additional insured must be attached for all use other than use by an individual or governmental entity.

I, the undersigned, and on behalf of the said organization (if applicable), agree to protect, defend, reimburse, indemnify and hold harmless St. Lucie County, its agents, employees, elected officials and representatives from any and all injuries (including death), property damage and other claims, liabilities, losses and causes of action arising out any negligent act or omission by me, any person associated with said group or any person connected to the use of the facility during the permitted period and use of facilities. By my signature, I have been provided a copy of the St. Lucie County Facility Use Procedures and agree to comply with all rules and regulations. I understand that I, as the applicant/user, am responsible for the actions of those associated with my and/or the organization's use and non-compliance may result in loss of security deposit, liability for damages and forfeiture of future use of facilities.

I understand that use is not confirmed until Payment in Full and Certificate of Insurance are received.

Signature of Applicant: _____ Date: _____

FOR DEPARTMENT USE ONLY See Approved Schedule of Fees

A. HOURLY USE FEE \$ _____ Nonprofit/Government Rate For Profit/Individual Rate

B. TOTAL NO. OF HOURS X _____

C. FACILITY USE FEE \$ _____

D. FEE REDUCTION/WAIVER (Agreement or Waiver required) \$ _____ Partnership Agreement Attached Waived by BOCC Date: _____

E. ALCOHOL SERVICE FEE \$ _____ After Hours Only; \$50 per 2-hour Use

F. EQUIPMENT FEES (IF Any) \$ _____ Specify equipment: _____

G. TOTAL USE & EQUIPMENT FEES \$ _____ (C/D+E+F)

H. TAX (TOTAL X .65) \$ _____

I. SUB-TOTAL FEES & TAX \$ _____

J. HOURLY STAFF RATE (If Any) _____ Clerical Maintenance/Paraprofessional Professional Media

K. NO. OF STAFF HOURS X _____

L. TOTAL STAFF CHARGES \$ _____

M. SECURITY DEPOSIT (If Any) \$ _____

N. TOTAL FACILITY USE CHARGES DUE (I+L+M) \$ _____

Use Approved and Reservation Entered Use Not Approved

Applicant Notified : Yes No Date & Time of Notification: _____

Copy of Facility Use Procedures provided to Applicant/User

Payment Type: Cash Check # _____ Certificate of Insurance Attached : Yes No N/A
Host Liquor Liability Endorsement: Yes No N/A

All fees must be PAID IN FULL prior to use. Complete Facility Use Transaction Form and submit with payment to Finance.

Print Employee Name: _____

Employee Signature: _____ Date: _____

Department Director Signature _____ Date: _____

Copy to User, Department File

Facility Use Fee Schedule
Effective 2/1/09
Does not apply to Parks Recreation Facilities

Room (Occupancy)	For-profit & Individuals	Nonprofit & Govt. Agencies
Small (up to 12)	\$20 hr.	50% of For-profit rate
Medium (up to 25)	\$30 hr.	50% of For-profit rate
Large (up to 100)	\$50 hr. (2 hr. min)	50% of For-profit rate
Auditorium (up to 200)	\$100 hr. (2 hr. min.)	50% of For-profit rate
BOCC Chambers	\$200 hr. (2 hr. min)	50% of For-profit rate
Audio-visual equipment	See Below	See Below
Staff fees	See Below	See Below
Security deposit required	On a case-by-case basis; up to 50% of fee	On a case-by-case basis; up to 50% of fee

Staff	Hourly Rate
Clerical	\$15
Maintenance or Paraprofessional	\$25
Professional	\$40
Media Staff	\$60
Overtime	Actual Cost

Equipment*	Fee (per Use)
Computer	\$20
LCD Projector	\$15
Podium	\$10
Microphone system	\$50
Portable screen	\$10
Audio/Video Recording	TBD by Media
Other	As determined by Media

No charge for TV/DVD players already set up in room. Use of County equipment may require staff charges per Facility Use Procedures.

**FACILITY USE PARTNERSHIP AGREEMENT
MUST BE ATTACHED TO FACILITY USE AGREEMENT**

As indicated below, the organization/individual agrees to provide specific services and/or contributions in lieu of the facility use fee. The estimated value of such services or other contributions must be similar to the value of fees being waived or reduced. A partnership agreement may not be used to pay for the cost of staff associated with any use after hours.

This partnership agreement must be attached to the applicable Facility Use Agreement. The purpose of the partnership agreement is limited to reduction or waiver of the Facility Use Fee only and does not modify the terms and conditions of use as specified in the Facility Use Agreement and/or Facility Use Procedures.

Should the applicant or organization fail to provide the agreed-upon services or contributions, facility use fees will be reinstated or facility use cancelled by written notice of the Department Director to the applicant. Either party may cancel this agreement without cause at any time.

Applicant /Organization Name:

Department _____ Division _____

Facility _____

Description of Services/Other Contributions to be Provided by User To Department (what will be provided, in what manner or form, frequency):

Date(s) of Facility Use _____ Total Hours of Use _____

Facility Use Fee (ex. staff charges) \$ _____ Waiver/Reduction Requested \$ _____

Estimated Hours of Services (select) Per Week _____ Per Month _____ One-time _____

Estimated Value of Services/Contribution \$ _____

I recommend approval of the Partnership Agreement in lieu of all or portion of the facility use fees, as indicated above.

Department Director

Date

County Administrator

Date