

HIGHLANDS COUNTY FACILITY TERMS AND CONDITIONS

The Highlands County Board of County Commissioners, (HCBCC) has a considerable investment of infrastructure dedicated to provide facilities to its constituents. Facilities are provided to private parties, civic, church, educational and governmental groups.

1. **Responsibility:** The responsibilities of the renter are not limited to inside the facility but extend to the surrounding County property.
2. **Reservations:** Reservations can be made online. Reservations may be made up to (1) year in advance but should be made no later than ten (10) days prior to the event. Reservations not made ten (10) days prior to the event must be paid with cashier's check, money order or cash. Reservations are on a first come first serve basis and cannot be confirmed until Use Agreement and payment is received. The responsible renter must be 21 years of age or older.
3. **Refunds:** Refunds will only be processed when reservations are canceled at least ten (10) days prior to the event. Exceptions to this policy require County Administrator approval. Key must be returned first business day after the event. There will be a \$10 per day charge for each day the key is turned in late.
4. **Usage Hours:** The hours for use, including set-up and clean-up, will be shown on the rental agreement. All private functions are limited to a total of 8 consecutive hours except by prior approval from the respective department. Government and non-profit seminars, classes, events, etc. will be exempt from this rule.
5. **Admission:** Except for qualified, non-profit organizations, County facilities shall not be used for events where admission is charged or anything is sold for the personal gain of one or more persons or businesses. To qualify as non-profit, organizations/agencies are required to supply proof of exemption such as FORM 990EZ utilized in tax returns or a 501C-3 letter recognizing an exemption. A Special Event permit may need to be filled out with the Highlands County Code Enforcement for use of food vendors or non-food vendors at the event, that will be set-up outdoors.
6. **Maintaining a Healthy Environment:** Renters are responsible for promoting healthy behaviors that reduce the spread of germs during their event(s). Follow the Center for Disease Control and Prevention's considerations for Events and Gatherings posted on their website. Items include but are not limited to promoting hand hygiene, staying home when sick, practicing social distancing and respiratory etiquette and frequent cleaning and sanitizing prior to and during event. Required personal

protective equipment, cleaning supplies, garbage bags, etc. need to be part of your event plan.

7. **Alcohol:** Pursuant to Highlands County Ordinance 21-22-13, the consumption of alcoholic beverages is permitted at certain specified County facilities provided that the primary focus of the event is not children, and the proper insurance, indemnification and other requested documentation is provided to the County 10 days prior to the event. Any person convicted of violation of any of the provisions of this section shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail for a period not to exceed 60 days, or both such fine and imprisonment for each such offense. For the use of alcoholic beverages at any event, a Special Event permit must be filled out with the Highlands County Code Enforcement at 501 S. Commerce Ave in Sebring; Phone number 863-402-6638.
8. **Fireworks:** Fireworks and explosives are not permitted on County property.
9. **Smoking:** Smoking and/or the use of smokeless tobacco or snuff are not permitted on County property.
10. **Animals:** With the exception of certified service animals as defined by ADA and Florida Law, no animals are permitted on County property.
11. **Decorations:**
 - a. **Ceilings** - Banners and bunting shall not be hung from the ceiling by any means, other than ceiling grid hangers (where ceilings have grids) specifically designed for this purpose. Tape, glue, pins, staples, nails, etc. may not be used. Any damage to the ceiling tiles or grids, regardless of hanging method, will be the responsibility of the renter.
 - b. **Walls** – Nothing shall be hung on the walls in any building by any method. At no time will any notices to the public be removed or covered obscuring them from attendees.
 - c. **Tables** – Table skirting may be fastened to tables by plastic clips or connectors specifically designed for this purpose. Tape, glue, pins, staples, nails, etc. must not be used.
 - d. **Confetti or glitter** – The use of confetti and glitter is not permitted on County property.
 - e. **Candles** – The use of candles or open flames is not permitted on County property.
12. **Tables & Chairs:** Tables and chairs are to be used inside the building only. Tables and chairs for use outside of the building must be privately procured by the renter. Some locations have tables and chairs available on roll carts; however, the renter is responsible for setting them up and properly

placing them back on the cart at end of event. Absolutely NO sitting on tables. Set-up and tear-down is available at the O.S. "Sam" Polston Auditorium at the Bert J. Harris Agri Civic Center for an additional fee.

13. **Doors:** Doors are not to be propped open for any reason.
14. **Food:** If food is to be served and/or consumed inside the building, tablecloths must be used, and tables and chairs must be wiped down after use. If outdoor cooking equipment is used, such as smokers or grills, they must be set-up a minimum of 50 feet from the edge of any building rooflines. Authorization must be obtained to sell food prior to any event at all locations.
15. **Overnight Parking:** Overnight parking or use of camping equipment is prohibited.
16. **Housekeeping:** Cleanup is the responsibility of the renter and all trash generated must be properly disposed of. **Renters must supply their own garbage bags and remove garbage from the building for proper disposal off premises or in County dumpsters where available.** Floors are to be left broom cleaned and no substances are to be placed on floors. Facilities must be left clean for the next renter. The deposit will be refunded only if the building and grounds have been cleaned and left in good condition and all rules have been followed. Failure to comply with any of the cleaning and/or rules will result in forfeiture of all or a portion of the deposit.

Any renter who leaves a building or grounds in a manner requiring damage repair or an extraordinary amount of clean-up will be charged an additional fee, as specified in the fee schedule. This amount will be deducted from the refundable damage deposit and overages will be billed.

17. **Physical Security:** Physical security for rented buildings is the responsibility of the renter. All doors and windows must be checked to ensure they are secured prior to the renter leaving the building. The A/C and all switches must be in the off position or adjusted as instructed/posted at each location. All waterspouts must be in the off position. Lock all doors and gates. Check kitchen and restrooms to be sure sinks are turned off and flush toilets to be sure they are working and not clogged or running. Walk around the outside of the building and facilities to ensure all outside spigots are off, trash is picked up and there is no damage to the building or screens.
18. **INSURANCE REQUIREMENTS:** These guidelines establish generally acceptable standards. It should be noted, however, that these standards are subject to review and modification by the Risk Manager and/or the County Attorney who will assist in addressing exposures as conditions warrant. As a result of the review, requirements may be decreased or increased in response to specific exposures. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury Property

Damage. This shall include coverage for: Premises/Operations, Products/Completed Operations, Broad Form Contractual Liability and Independent Contractors. **Special Requirements:** Ten (10) days prior to the function a certificate of insurance must be provided to the County Risk Manager for review and approval. The insurance must be in the name of the Applicant. Such insurance coverage must include that Highlands County is an "Additional Insured" and read as follows: "**Highlands County, a Political Subdivision of the State of Florida**". Certificate Holder should be: **Highlands County Board of County Commissioners, 600 S. Commerce Ave, Sebring, FL 33870.**

19. **DAMAGE DEPOSIT:** The required damage deposit is refundable to the Applicant after an authorized County employee evaluates the County Facility following the function. Repair and cleaning costs will be deducted from this deposit for damage not considered fair typical wear and tear. Costs exceeding the damage deposit will be billed to the Applicant. Refunds will not be given until any and all checks have cleared the payee's bank and a deposit has been made to the Highlands County account.

IT IS UNDERSTOOD & AGREED that I am 18 years or older and represent that I have the complete and unrestricted legal capacity and authority to execute this Agreement. I acknowledge and agree that there are certain risks associated with sponsoring and holding the function at the County Facility, including but not limited to the following risks: (a) exposure to or contraction of an infectious disease such as corona virus/COVID-19 by the attendees or other persons present at the function or in, on or about the County Facility for any reason; (b) the increase in the risk to such exposure or contraction caused by or resulting from the intentional or negligent acts or omissions to act, whether passive or active, of HCBCB employees, staff members, volunteers, representatives, agents or by other attendees or individuals present at the function in, on or about the County Facility for any reason; (c) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to the attendees or other persons present at the function or in or about the County Facility for any reason, which is caused by or results from exposure to or contraction of an infectious disease such as the novel corona virus/COVID-19; and (d) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to Attendees or other persons present at the Function or in, on or about the County Facility for any other reason, including risks which are caused by or result from the intentional or negligent acts or omissions to act, whether active or passive, of HCBCB employees, staff members, volunteers, representatives, agents or by other attendees or individuals present at the function or in, on or about the County Facility for any reason. Notwithstanding my acknowledgement and understanding of the above-described risks, **Applicant** desires to rent and occupy the County Facility for the purpose of holding a function and, in consideration thereof: (a) **Applicant** voluntarily and willingly assumes sole and complete responsibility for the above-described risks and any other risks which may be encountered by any attendee or other person present at the function or in, on or about the County Facility for any reason; and

Applicant agrees to have direct knowledge of, have read and understand the guidelines and protocols which have been issued by the Centers for Disease Control and Prevention, the Florida State Department of Health, the Executive Orders of the Governor of Florida and the Highlands County Department of Health, for decreasing the risk of an infectious disease such as the corona virus/COVID 19 transmission, including the wearing of masks, hand washing, sanitization of facilities and social distancing. **Applicant** recognizes that the guidelines change frequently and are subject to modifications and revisions and understands the increased risk to attendees and other persons attending the function or otherwise present in, on or about the County Facility of contracting an infectious disease such as the novel corona virus/COVID-19; and

Applicant additionally agrees by signing this Agreement and using the requested County Facility, that as a condition of that use, the Applicant shall, in addition to any other obligation, indemnify the County and to the fullest extent permitted by law, protect, defend and hold harmless the County, it's elected officials, employees, agents and volunteers from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the use of the requested County Facility pursuant to this Agreement. Any costs or expenses, and attorneys' fees, including appellate and bankruptcy counsel fees, incurred by the County to enforce this Agreement shall be borne by the Applicant. This Agreement shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any officer, director, member, employee, guest, invitee or permittee of the Applicant, any subcontractor, or anyone directly or indirectly employed by any of them. The Applicant's obligation under this Agreement shall not be limited in any way to thApplicant's limit of, or lack of, sufficient insurance protection.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT AND AGREE THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN OR ORAL, WHICH ARE NOT EXPRESSLY CONTAINED IN THIS APPLICATION HAVE BEEN MADE. I AM AWARE THAT AS THE **APPLICANT** OR ON BEHALF OF THE **APPLICANT**, IN EXECUTING THIS AGREEMENT, THE **APPLICANT** IS FORFEITING VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM HIGHLANDS COUNTY, WHETHER CAUSED BY PROPERTY DAMAGE, PERSONAL INJURY, DISABILITY, DEATH AND/OR OTHER LOSS OF EVERY KIND AND NATURE OR WHICH RELATES DIRECTLY TO EXPOSURE TO OR CONTRACTION OF AN INFECTIOUS DISEASE INCLUDING THE NOVEL CORONA VIRUS/COVID 19 BY ATTENDEES AND OTHER PERSONS PRESENT AT THE FUNCTION OR IN, ON OR ABOUT THE COUNTY FACILITY. **APPLICANT** EXPRESSLY UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS A PROMISE BY **APPLICANT** NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS WHICH MAY BE ASSERTED BY **APPLICANT** OR ON **APPLICANT'S** BEHALF OR BY ANY OTHER PARTY. APPLICANT AGREES THAT IT HAS READ AND WILL FULLY COMPLY WITH ALL RULES AND REGULATIONS RELATED TO USE OF THE COUNTY FACILITY AND HEREBY ACKNOWLEDGES THAT FAILURE TO

COMPLY WITH ALL FACILITY USE RULES AND REGULATIONS AND/OR APPLICABLE COUNTY ORDINANCES AND/OR STATE LAW MAY RESULT IN THE COUNTY TERMINATING THE FUNCTION AND ENFORCING THE LAW THE THE FULLEST EXTENT.