



## Family Services Center

### Rental Policy & User Agreement

*Building Community. One Family at a Time.*

#### **GENERAL POLICY STATEMENT—MEETING ROOMS/FACILITY SPACE**

- Charlotte County Family Services Center provides meeting rooms and facility space for use by community organizations, businesses, governmental agencies, and individuals. Meeting space is not available for the following purposes: sale or promotion of business products or services; individual political campaign activities; or any other event which the Center determines does not fall within meeting room guidelines.
- Charlotte County Family Services Center reserves the right to review each prospective use and determine whether it falls within the Center's meeting room guidelines.
- The fact that a group is permitted to meet at the Family Services Center does not constitute an endorsement of the group's policies or beliefs.
- Use of the premises may be terminated at any time if the group, or any member of the group, is disruptive to the Center, abusive or dangerous to facilities, staff, tenants or others.
- Some facilities fees may be waived or reduced if the activity is co-sponsored by the Center. (See Request Form for facilities Use).

#### **Policy Rules and Regulations**

1. Charlotte County agencies and Family Services center tenants will have first priority to schedule use of the facilities.
2. Regular meetings may be held only on days and evenings that the Center is scheduled to be open. Special events scheduled outside of normal business hours will be subject to additional fee assessments to cover the costs associated with staffing the Center during non-business hours.
3. Smoking is not permitted in any area of the facility. The User shall be responsible for enforcing the no-smoking regulation. Failure on the part of the User to enforce this regulation shall constitute a breach of this Agreement and can, at the option of the Center management, cause termination of this Agreement as well as refusal of future use.
4. No personal property may be stored in meeting rooms.
5. Damages to facilities or grounds will be charged to the User.
6. Alcoholic beverages are not permitted on Center grounds. The User shall be responsible for enforcing the no-alcohol regulation. Failure on the part of the User to enforce this regulation shall constitute a breach of this Agreement and can, at the option of the Center management, cause termination of this Agreement as well as refusal of future use.

7. Any item being taken into meeting rooms by the public may be subject to examination by Charlotte County's Public Safety Department.
8. Charlotte County shall not be held responsible for damage or loss of property left in meeting rooms.
9. Food and beverages may be served in the Center's meeting rooms. Catering must be arranged through outside vendors. Sponsoring party is responsible for arranging catering and clean up. Any damage resulting from catering services or food or food consumption will be billed to the sponsoring party.
10. Animals, other than service animals, are not permitted unless authorized by the Family Services Center manager.

### **Application**

1. Written requests must be submitted in advance for approval (See Request for Facilities Use). Tentative bookings can be made by telephone, but a written and signed agreement with accompanying deposit is required for confirmation.
2. Recurring reservations for meeting facilities can be accepted for a period of up to six (6) months only and can be renewed by written request. The Center reserves the right to limit the number of reservations for any organization so that all groups have a fair opportunity to use the meeting facilities. If a recurring reservation is not used two times consecutively, all remaining reservations will be canceled and the group will be so notified.

### **Insurance Requirements**

A comprehensive liability policy at a minimum level of Three Hundred Thousand Dollars (\$300,000) combined single limit shall be provided by the User. Proof of this insurance must be provided to the Family Services Center Manager two (2) weeks prior to the first date of User's event. Charlotte County must be named as additional insured on the policy. The period of coverage shall be throughout the term of the Agreement, at the User's cost. This insurance shall be broad form general public liability insurance against all claims and liability for personal injury, death or property damage arising from the use, occupancy or non-use of the Center or adjoining areas and ways. Additional limits and qualifications may be specified by the Center's management as deemed necessary.

### **Claims**

User agrees that it will indemnify and hold harmless the County and its management, staff, agents and employees from all claims for damages to persons or property by reason of the User's negligence, User's acts or those of User's employees or agents in connection with User's occupancy and/or use of the Center.

### **Compliance with Laws**

The User shall comply with all laws of the United States, the State of Florida and Charlotte County, and all rules and regulations established by authorized officers. The User will not allow to anything be done on said premises in violation of any such laws, ordinances, rules or regulations.

### **Licenses**

The User shall obtain all permits and licenses necessary for the event which are required by laws, ordinances, rules and regulations. The Center management shall have the right to require the User to furnish satisfactory evidence that it has obtained all such licenses.

### **Permits and Fees**

User shall, at User's sole cost and expense, obtain any and all government permits, approvals or concurrences required for the use of the Center. Further, User agrees to promptly pay any royalty fees or other charges required by private persons or corporations, and to hold County and the center harmless from any failure to make such payments. Furthermore, User agrees to comply with all applicable local, state and federal ordinances, statutes, laws and/or regulations.

### **Repairs**

User agrees to pay for the repair and/or replacement of any of the Center's equipment, appliances, materials, lighting, props, furniture, sets and/or supplies broken or damaged as a result of the use/misuse of the Center during the User's rental agreement.

### **Payment**

Payment in full is required within 10 days of the invoice.

### **Cancellations**

1. The Center maintains a 72 hour cancellation policy. Cancellations made less than 72 hours before the event are subject to a \$100 cancellation fee.
2. This agreement may be cancelled by the Center management immediately, through written notice delivered to the User, upon breach of any of the terms of this Agreement by User. In the event of a cancellation, User shall be reimbursed the difference between the amount paid pursuant to the Agreement and any and all actual expenses and charges incurred by the Center prior to the date of cancellation.

### **Access**

The building and premises, including keys thereto, shall be at all times under the control of the Center management. Authorized representatives of the Center shall have the right to enter the premises at all times during the periods covered by the User Agreement. User agrees to pay for all security that is deemed

necessary by Center management. The presence or lack of guards shall not alter the fact that the Center, under the terms of the User Agreement, assumes no liability for loss, theft or damage to property of the User. The Center management and any other authorized representative of the County shall have the right to access all areas of the Center during the period covered by this User Agreement in order to assure compliance with this Agreement.

### **Objectionable Persons**

The Center management reserves the right, but not the responsibility, to eject from the premises any objectionable persons; and neither the Center nor any of its representatives shall be liable to the user for any damages that may be sustained by such action. The term "objectionable persons" shall include those persons who, by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of building policies or laws, make the proper conducting of business difficult or impossible.

### **Decorations**

1. Decorations must be approved in advance by the Family services Center Manager.
2. Decorations may not obstruct entrances or fire exits, and all exits and emergency lighting must be kept clear of obstructions.
3. All decorations must be constructed of non-flammable materials. Flammable materials such as bunting, tissue paper, crepe paper, etc., will not be permitted.
4. Oil lamps and open flames in any area of the building are strictly prohibited regardless of how they are fueled, unless approved by the Center management. Permits are required from the local fire department for any open flame.
5. The Center does not supply ladders or hydraulic lifts for decorating uses.
6. It is the User's responsibility to remove all decorations. Any damages to the facilities as a result of decorations or failure to remove decorations promptly will be charged to the sponsoring organization.

### **Publicity**

1. Each organization is responsible for its own event publicity. The publicity should indicate that Charlotte County does not sponsor the event, unless County has agreed to act as a cosponsor.
2. Posters, flyers, news releases and other material designed for publicity purposes must be submitted to the Family Services center Manager's Office for approval and posting. The Center may post or display such material as space permits.
3. No promotional or informational materials may be left in the meeting rooms after use.
4. The Family Services Center's phone number may not be listed as a contact for the meeting or event.

**Special Fees**

1. **Damage Deposit**  
A damage deposit in the amount of \$100 per event or rental will be required and must accompany the returned Agreement. The deposit is refundable after facility inspection.
2. **Custodian Fee**  
All groups with 50 or more attendees are required to pay a \$75 custodian fee. There are no exceptions to this policy. Groups hosting an outdoor event with 150 or more attendees will be assessed a \$40 per hour custodian fee for the total amount of hours, including set-up and break down time, that the facility will be in use. There are no exceptions to this policy.
3. **Security Fee**  
If the Family Services center manager determines that a group requires additional security support during an event, the User will be required to contract with off-duty sheriff personnel for said services at the sole expense of the User.

**Duration**

The premises will be used for the following time:

Date(s): \_\_\_\_\_

Hours: \_\_\_\_\_

**Available Meeting Facilities**

<b>Facility</b>	<b>Cost</b>
Conference Room (Suite 12)(capacity 20)	\$5/hr (2 hour minimum) No deposit required for this room.
Auditorium Lobby	\$10/hr (4 hour minimum), up to a Maximum of \$75/day. No charge with Auditorium rental.
Auditorium	\$50/hr (4 hour minimum) \$350 for full day
Outdoor Event	\$50/hr if part of a facility rental \$150 for full day (if use is the entire rental)

**Additional Services**

<b>Service</b>	<b>Fee</b>
Security Guard	Determined by Charlotte County Sheriffs Office
Event Set-Up/Take Down	\$15/hr (4 hour minimum)

**Fees for Not-for-Profit Organizations**

There is no charge for not-for-profit organizations utilizing Family Services Center facilities for a family services related event. Qualifications for rental fee exemption will be determined by the Manager of the Family Services Center. Rental fee exemption does not preclude an organization from the requirements relating to insurance coverage, damage deposits or any special fees assessed with facilities use.

**Assignment**

The User may not assign its User Agreement to a third party without the written approval of the Center.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth below.

**FAMILY SERVICES CENTER**

**USER**

By: \_\_\_\_\_  
Center Manager

\_\_\_\_\_  
Name of Organization (Print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Organization's Representative (Print)

\_\_\_\_\_  
Signature