



MONROE COUNTY BOARD OF COUNTY COMMISSIONERS POLICY FOR EXTERNAL USE OF COUNTY PROPERTY

I. PROCEDURE

Any individual, group, or organization requesting the use of County owned, leased or controlled property for an activity, event, or meeting unrelated to County official business **MUST** complete the **REQUEST FOR USE OF COUNTY PROPERTY** Application (attached to this policy as Exhibit A) and the **HOLD HARMLESS AND INDEMNITY** Agreement (attached as Exhibit "B"). Applications must be submitted to the County no later than five (5) business days prior to the desired event date, unless it is a large special event or involves alcoholic beverages, which require additional days as noted in this Policy. This policy shall not include those rentals subject to a formal written agreement (i.e., contract, lease, licensing agreement, etc.) between the user and the County unless stated otherwise in the formal written agreement.

SUBMITTING AN APPLICATION IN NO WAY GUARANTEES USE. COUNTY MUST APPROVE THE REQUEST IN WRITING. MONROE COUNTY RESERVES THE RIGHT TO REJECT, CANCEL, DISAPPROVE OR RESCHEDULE ANY USE FOR ANY REASON REGARDLESS OF PRIOR APPROVAL.

All applications must be approved by the Monroe County Risk Manager and the respective Department Director. For specific contact information and to obtain submission instructions, please see Exhibit C of this Policy. Applications involving fee waiver requests require written approval from the Department Director. Such events must submit the Request for Use of County Property Application and the Hold Harmless and Indemnity Agreement along with the required attachments no later than five (5) business days prior to the desired event date. For large special events (250+ participants), the required documents must be submitted fifteen (15) days in advance. For additional information related to large special events, see Section V below. For events with alcoholic beverages see, Section IV.

**THIS POLICY DOES NOT APPLY TO INTERDEPARTMENTAL USE
BY COUNTY DEPARTMENTS UNLESS ADDITIONAL SET UP IS REQUIRED
(i.e., IT equipment, etc.).**

II. GENERAL RULES AND REGULATIONS

1. Approval of an application is based on availability. Monroe County reserves the right to deny any request or revoke any approval for any reason(s) including but not limited to: availability of property, County's ability to properly staff the property, inclement weather, in the event of emergencies and/or the scheduling of Board of County Commissioners meetings.
2. Commercial uses (e.g., tennis lessons for profit) at the following locations are not permitted:
 - a. Key Largo Community Park
 - b. Old Settlers Park
 - c. Big Pine Community Park
 - d. Bernstein Park
 - e. Pine Channel Nature Park
 - f. Clarence S. Higgs Memorial Beach Park.
 - g. Friendship Park
 - h. MCFR conference rooms

3. Applications more than twelve (12) months in advance of the proposed use will not be approved. Reasonable use of the meeting rooms is expected.
4. Permission to use County property shall not constitute a waiver of any local, state, or federal laws.
5. During any declared State of Emergency, this Use of Property policy shall be suspended for the duration of the emergency for any County approved Disaster Recovery Centers or other recovery uses as necessary.
6. Smoking and/or use of tobacco is prohibited on all County property.
7. The request will be considered approved ***only*** when all required documents have been submitted; all required approvals have been obtained; all fees have been paid in full; and the Applicant has received written confirmation of approval from the County.
8. CHECKS OR MONEY ORDERS MUST BE MADE PAYABLE TO “MONROE COUNTY BOARD OF COUNTY COMMISSIONERS”.
9. MAJOR CREDIT CARDS ARE ACCEPTABLE, ADDITIONAL MERCHANT PROCESSING FEES MAY BE CHARGED.
10. CASH IS NOT ACCEPTED.
11. ALL FEES LISTED ARE INCLUSIVE OF SALES TAX.
12. VIOLATION OF ANY COUNTY RULE OR REGULATION SHALL RESULT IN IMMEDIATE REVOCATION OF THE APPROVAL AND MAY RESULT IN THE APPLICANT NO LONGER ALLOWED TO USE COUNTY PROPERTY IN THE FUTURE.
13. **FEES ARE NON-REFUNDABLE UNLESS MONROE COUNTY CANCELS OR REVOKES THE APPROVAL.**

III. INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION AND HOLD HARMLESS: All Applicants must provide to the County an executed Hold Harmless Agreement at the time of the request. THIS REQUIREMENT CANNOT BE WAIVED.
2. Monroe County Risk Management may determine that insurance is required. Examples of insurance coverage which may be required, include but are not limited to the following: :
 - Worker’s Compensation;
 - General Liability;
 - Vehicle Liability;
 - Aircraft/Watercraft Liability; and/or
 - Liquor Liability
3. If the Monroe County Risk Manager determines that insurance is required, the Applicant shall provide to the County an insurance certificate(s) naming **Monroe County Board of County Commissioners (“BOCC”), 1100 Simonton Street, Key West, Florida 33040**, as an additional insured (except for Worker’s Compensation).
4. The insurance requirements may be waived as determined by the Monroe County Risk Manager or designee.
5. All Applicants must comply with the insurance requirements provided by Monroe County Risk Management.

Monroe County Risk Management may be reached at (305) 292-3470

IV. SPECIFIC RULES AND FEES

1. ***For additional information on Monroe County rentals available including use fees, availability, and contact information, please see Exhibit C.***
2. In addition to the usual fees assessed, any Applicant that impacts normal services to the requested County Property will be charged the cost above normal expenses for the use, including but not limited to, staff fees.

3. Should a use require additional time other than the time slot(s) originally approved, the additional fee(s) for such time owed the County will be invoiced at the applicable rate. Non-payment of any invoice by an Applicant will result in the Applicant not being authorized to use County property pursuant to this Policy until the County has been paid in full for any and/or all outstanding invoice(s).
4. If there are regular County fees for a facility, those fees will be charged in addition to the use fee(s).
5. FEE WAIVERS. Fees are mandatory unless waived pursuant to Exhibit D.
6. ALCOHOLIC BEVERAGES. The use or sale of alcoholic beverages shall be prohibited unless prior approval is obtained from the County Administrator pursuant to Exhibit E. The County Administrator is the only individual authorized to waive this prohibition.

V. PUBLIC ASSEMBLY PERMITS (250+ PARTICIPANTS)

All functions expected to exceed 250 participants/spectators a day are required to contact the Monroe County Sheriff’s Office, Monroe County Fire Department, Monroe County Planning Department as well as the Monroe County Department from which the rental will be requested to obtain a Public Assembly Permit (Ordinance No. 030-1996). The Public Assembly Permit Application must be submitted as set forth in the Monroe County Code Sec. 17-29.

Christine Hurley, County Administrator

(January 2025)

Christine Hurley

Digitally signed by Christine
Hurley

Date: 2025.01.15 11:54:49 -05'00'

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 1/10/2025

EXHIBIT A

January 2025



REQUEST FOR USE OF COUNTY PROPERTY APPLICATION

Please note that the request does not guarantee the rental until approved in writing

Application Date: _____ Telephone number: _____ Email: _____

Name of Individual or Organization and Contact Person: _____

Address: _____

Specific County property requested: _____

Description of Intended use: _____

Date(s) needed: _____ Time (include set up and clean up): from _____ to _____

Number of participants: _____ If greater than 250, a Monroe County Public Assembly Permit is required.

Previous history of holding similar event? Yes No

Please check all that apply to your event:

- | | |
|--|--|
| <input type="checkbox"/> Monroe County Schools Sponsored | <input type="checkbox"/> Event will have tents (tent stakes not permitted) |
| <input type="checkbox"/> Non-profit sports league | <input type="checkbox"/> Event will have music |
| <input type="checkbox"/> Alcohol consumption/sales | <input type="checkbox"/> Event will have live animals |
| <input type="checkbox"/> Coordination with Planning Dept. | <input type="checkbox"/> Event will have food sales |
| <input type="checkbox"/> Coordination with Sheriff's Office. | <input type="checkbox"/> Event will require athletic field(s) painted & prepared |
| <input type="checkbox"/> Coordination with Fire Dept. | <input type="checkbox"/> Improvement of community (planting trees, beach cleaning, etc) |
| <input type="checkbox"/> Fee Waiver Request (requires separate form) | <input type="checkbox"/> Event will have Bounce House/Inflatables |
| <input type="checkbox"/> Admission or other charge for participants \$ _____ | <input type="checkbox"/> Site Plan attached (special room configuration, events & races) |

COMPLETE FOR MEETING ROOMS AND COMMUNITY CENTERS ONLY:

Special Audio/Visual Equipment needed: Yes Describe: _____

Public Address System or DJ: Yes Room Arrangement: _____

Fees are listed in the Policy for External Use of Monroe County Property. Major Credit Cards are accepted, and Checks or Money Orders shall be made payable to Monroe County Board of County Commissioners. All fees are NON-REFUNDABLE.

By signing you agree to Monroe County's rules and regulations. Signature: _____

COUNTY USE ONLY

Fees Due: _____ **Fees Paid:** _____ **Date Fees Paid:** _____

Approved by Department Director (required for non-County events): _____

Fee Waiver requested: Yes No

Signature: _____

Eligible for Fee Waiver Yes No

Approved by Monroe County Risk Manager or Designee: _____

Category of Fee Waiver: _____

Signature: _____

Approved by Monroe County Administrator (required for alcohol use): _____

Signature: _____

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 1/10/2025

MONROE COUNTY RESERVES THE RIGHT TO REJECT, CANCEL, DISAPPROVE, OR RESCHEDULE ANY USE FOR ANY REASON.

EXHIBIT B

MONROE COUNTY BOARD OF COMMISSIONERS EVENT AND USE OF COUNTY PROPERTY HOLD HARMLESS AND INDEMNITY AGREEMENT (not required for interdepartmental use)

For and in consideration of having been granted permission by the Monroe County Board of Commissioners, County Administrator, and/or Assistant County Administrator, or his/her designee to hold an Event within Monroe County limits or on Monroe County property, the Undersigned on behalf of the organization hereby agrees on behalf of the organization, to protect and hold harmless Monroe County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Undersigned or any of Undersigned employees, agents, contractors or other invitees, (B) the negligence or willful misconduct of Undersigned or any of its employees, agents, sub-contractors or other invitees, or (C) Undersigned's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Undersigned) arising out of or occurring in connection with the event or the use of County property described herein. The Undersigned also agrees to protect and hold harmless Monroe County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any present, past or future claims which may be asserted by this organization, or any member of this organization or any participation or third party arising out of or occurring in connection with this event or the use of County property.

That as the consideration of the County entering into this Agreement with the Undersigned, it is agreed and understood that the Undersigned shall indemnify the County against any and all claims or expenses or losses of any type, which are related to or arising from the participation of the Undersigned in this event. The Undersigned agrees and understands that a part of said consideration for this Agreement shall include the Undersigned's promise that any rights to bring suit against the County and any rights to compensation therefrom on any matters arising from or otherwise related to Undersigned's participation in this event have been knowingly and willingly relinquished by the Undersigned under this Agreement.

The Undersigned therefore agrees to save harmless, indemnify, and defend the County, including its subsidiaries and affiliates, its consultants, representatives and agents, volunteers, elected and appointed officers, and employees from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments, and liabilities claims and related expenses in connection with the loss thereof, and costs of suit, including attorneys' fees, for any expenses, damages, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss or use thereof, including environmental impairment, arising directly or indirectly on account of or arising out of the Undersigned's participation in this event or the use of County property. The Undersigned's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Undersigned agrees to pay on behalf of Monroe County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Or in the case of another Government agency

The _____, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either County or _____, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts. The County, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the _____ or County, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

In all cases

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement. The extent of liability is in no way limited to, reduced, or lessened by any insurance requirements.

Those who are hereby released shall not be stopped or otherwise barred from asserting any expressly reserved right to assert any claim or cause of action they may have against the Undersigned or any others.

Damage done to any County equipment or property during the time the County property is utilized by the Undersigned will be the responsibility of the Undersigned. By utilizing County property, the Undersigned understands and agrees to promptly repair (with permission from the County) and return the property to equal or better condition than the property was in before the use at no cost to the County.

This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Monroe County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

By the signature to this document, the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms. If the undersigned is an entity or an organization, the undersigned is authorized and holds the actual authority as the Legally Authorized Representative of this entity/organization to enter into this Agreement and the entity/organization has delegated such signatory authority to me.

In witness whereof I/we have hereunto set my/our hand and seal this ____ day of _____ in the year 20____.

NAME OF EVENT _____

DATE(S) OF EVENT _____

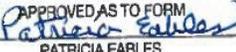
LOCATION OF EVENT _____

PURPOSE OF EVENT _____

Individual/Organization/Sponsor's Name

Signature of Legally Authorized Representative

Printed Name and Title

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 1/10/2025

State of Florida
County of Monroe

SUBSCRIBED AND SWORN to (or affirmed before me) by means of __ physical presence or __online notarization on this ____ day of _____, 20____, by _____ (name of affiant), who is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

(SEAL)

EXHIBIT C

AVAILABLE PROPERTIES, FEES, AND ADDITIONAL INFORMATION

ENGINEERING, ROADS & BRIDGES

Location and Type of Rental:

Events, projects, etc., affecting or occurring on any County owned road or bridge

For more information or to rent this location, please contact:

Monroe County Facilities Maint. Dept.
10600 Aviation Boulevard
Marathon, FL 33050
PHONE: (305) 289-6036

Roads & Bridges Fees

Monday – Friday	\$100.00 per day
Weekends and Holidays	\$150.00 per day

Additional Rules & Regulations for Roads & Bridges Use

Events, projects, etc., affecting or occurring on any road or bridge must be pre-approved by the Monroe County Engineering Department and/or the Florida Department of Transportation, as appropriate. The use of off duty law enforcement may likewise be required. Coordination with off duty officers is the Applicant's responsibility and shall be coordinated directly with the law enforcement agency. In addition to the direct costs for a deputy, the Monroe County Sheriff's Department is required to charge overhead costs. Proof of coordination of traffic control arrangements must be provided to the Risk Manager prior to the event.

FACILITIES MAINTENANCE

Location and Type of Rental:

The Gato Building

1100 Simonton Street
Key West, FL 33040
(3) conference rooms; lobby

For more information or to rent this location, please contact:

Monroe County Administrator's Office
1100 Simonton St.
Key West, FL 33040
PHONE: (305) 292-4441

The Harvey Government Center

1200 Truman Avenue
Key West, FL 33040
BOCC Meeting Room; Media Room

Monroe County Facilities Maintenance Dept.

10600 Aviation Boulevard
Marathon, FL 33050
PHONE: (305) 289-6036

Marathon Government Center

2798 Overseas Highway
Marathon, FL 33050
BOCC Meeting Room; Media Room

Monroe County Facilities Maintenance Dept.

10600 Aviation Boulevard
Marathon, FL 33050
PHONE: (305) 289-6036

Murray E. Nelson Government & Cultural Center

102050 Overseas Highway, MM 102.5
Key Largo, FL 33037
Theater/BOCC Meeting Room

Monroe County Facilities Maintenance Dept.

300 Magnolia St.
Key Largo, FL 33037
PHONE: (305) 852-7117

Additional Rules & Regulations for Facilities Maintenance Rentals

1. Meeting rooms and/or theatre may not be used before 8:00 a.m. or after 11:00 p.m.
2. County personnel will ensure the room is opened in the evening and locked at the conclusion of the meeting or event.
3. Most of the equipment in the meeting rooms and/or theatre will not be available for general public use. County staff will make available lighting, air conditioning, and a public address system, if necessary.
4. All requests for equipment shall be made at the time the room is reserved. Special requests for equipment after reservation or during a meeting may be denied.
5. Facilities shall not be used for personal or private profit, aggrandizement, political fundraising, or advertising.
6. The small meeting rooms are not available for rental outside of normal business hours (8:00 a.m. to 5:00 p.m.).

MONROE COUNTY FIRE RESCUE

Location and Type of Rental:

Fire Station 22

151 Marine Avenue
Tavernier, FL 33070
Meeting Room

For more information or to rent this location, please contact:

Monroe County Fire Rescue
490 63rd St. Ocean
Marathon, FL 33050
PHONE: (305) 289-6005 305-289-6088

There are no fees associated with the use of Fire Station Community Room(s).

- Use of Fire Station Community Room is open to small meetings held by Monroe County based groups, which are civic, cultural, educational, intellectual, or charitable in nature. No commercial uses are allowed.

PARKS & BEACHES

Location and Type of Rental:

Bay Point Park

6 West Circle Drive
Key West, FL 33040
Athletic courts (pickleball, tennis).

For more information or to rent this location, please contact:

Monroe County Parks & Beaches Dept.
2798 Overseas Highway, Ste. 400
Marathon, FL 33050
PHONE: (305) 453-8748

Bernstein Park

6751 Fifth Street
Key West, FL 33040
(1) medium conference room; (1) large conference room; athletic fields (baseball/softball, soccer); athletic court (basketball); shelters.

Big Coppitt Volunteer Fire Department Park

280 Avenue F
Key West, FL 33040

Shelters

Big Pine Key Community Center

179 Key Deer Boulevard
Big Pine Key, FL 33043
(1) small conference room

Big Pine Key Community Park

31009 Atlantis Drive
Big Pine Key, FL 33043
(1) medium conference room; athletic fields
(baseball/softball, soccer); athletic courts
(basketball, bocce, tennis); shelters.

Blue Heron Park

30451 Lyttons Way
Big Pine Key, FL 33043
Athletic courts (pickleball).

Clarence S. Higgs Beach

1000 Atlantic Boulevard
Key West, FL 33040
Athletic courts (pickleball/tennis); beach; shelters.

Friendship Park

69 Hibiscus Lane
Key Largo, FL 33037
Athletic fields (baseball); athletic courts
(basketball); shelters.

Harry Harris Park

39 E. Beach Road
Tavernier, FL 33070
Athletic fields (baseball, soccer); beach; shelters.

Location and Type of Rental (continued):

Plantation Key Community Center

53 High Point Road
Plantation Key, FL 33070
(1) small conference room; (1) large conference
room.

Key Largo Community Park

500 Saint Croix Place
Key Largo, FL 33037
Athletic fields (baseball/softball, field); athletic
courts (basketball; beach volleyball; pickleball;
tennis); skate park; shelters.

Old Settler's Park

91895 Overseas Hwy.
Tavernier, FL 33070
Shelter.

Rowell's Waterfront Park

104450 Overseas Highway
Key Largo, FL 33037
Event lawn; beach.

Veterans Memorial Beach

Mile Marker 40
39900 Overseas Highway
Little Duck Key, FL 33043
Beach; shelters.

Watson Field Park

30150 South Street
Big Pine Key, FL 33043

Athletic courts (tennis); athletic fields (baseball); beach volleyball.

Peace Park at the Murray E. Nelson Government Center
102050 Overseas Hwy.
Key Largo, FL 33037
Shelters.

Wilhelmina Harvey Park
360 Avenue F
Big Coppitt Key, FL 33040
Shelters.

Pine Channel Nature Park
29550 Overseas Hwy.
Big Pine Key, FL 33043
Shelters.

Parks & Beaches Fees

Athletic Courts, Athletic Fields & Shelter Rates

Athletic Courts and Fields Hourly Fee	\$10.00 per hour/\$25.00 per hour with lights
Athletic Field Lining (Soccer, Football, Lacrosse)	\$100.00 per request
Athletic Field Prep (Baseball, Softball)	\$50.00 per field
Shelters	\$40.00 per day

Per Person Usage Fee*

*Groups requesting to reserve a portion of any park or beach will be charged a per person daily fee as listed below, along with clean up fees stated below.

1 – 25 Person(s)	\$25.00 flat daily fee
26 – 50 Person(s)	\$50.00 flat daily fee
51 – 100 Persons	\$100.00 flat daily fee
100 + Persons	\$100.00 plus \$1.00 per person over \$100 flat daily fee

Community Room Fee

Small Community Room	\$20 per hour
Large Community Room	\$40 per hour

Clean Up and Dump Fees*

*Clean up and dump fees will be assessed based on the size of the group

1 – 25 Person(s)	No charge
26 – 50 Person(s)	\$50.00 flat daily fee
51 – 100 Persons	\$100.00 flat daily fee
101 – 200 Persons	\$150.00 flat daily fee
200 + Persons	Must contract with Waste Management or other approved vendor to provide dumpsters & recycle bins and for removal after event.

Additional Rules & Regulations for Parks & Beaches Use

1. Any group of five (5) or more individuals organizing an activity, game, party, or event must submit an application and be approved before use.
2. Applications for use outside of normal operating hours must be approved by the Director of Parks & Beaches.

3. Director shall reserve the right to assign or reassign rooms, fields, courts, or shelters as they deem appropriate based on nature or size of event/gathering.
4. County equipment shall not be removed from the property or used without permission.
5. Applicants requesting to reserve a portion of any park or beach excluding athletic fields will be charged a per person fee, along with clean up fees. Such reservations shall also require a diagram of each facility and/or area that is intended to be used for the request.
6. Groups requesting to reserve a conference room will be charged a clean-up fee in addition to the usual fees.
7. Athletic fields use is prioritized as follows: youth leagues, Monroe County School District sponsored events, adult leagues, and all others.
8. Court(s) usage for tournaments or leagues will not utilize more than half of the available courts. The other courts must be available for public use.
9. Shelters are on first come / first serve basis unless reserved. For approved applications, reserved signage will be posted by Parks & Beaches staff.
10. Decorations require prior approval. No signs or decorations shall be nailed or permanently affixed to walls, ceilings, windows, shelters, or buildings. No glitter, rice, birdseed, plastics, paint, chalk, or other similar items shall be used. No items are allowed to be hung from any light fixtures.
11. Music may be allowed and if approved, must follow noise ordinances.
12. The rental ending time means that the center, park, field, shelter, or court must be emptied and clean prior to that time. If event/clean up exceeds the rental time period, the renter will be responsible for additional overtime.
13. Applicants wishing to utilize a BBQ grill other than the grills provided by Monroe County at the beaches or parks, will require approval from the Director prior to the event. Any such users are responsible for the proper disposal of their grills, charcoal, and/or other fuel source.
14. Courtesy electrical outlets, where available, are not guaranteed to support all equipment/appliances.
15. Stakes to secure tents, bounce houses and or any other item are prohibited.
16. Bounce houses, inflatables, other similar activities, and vehicles are not allowed on athletic fields, beaches or courts. Water slides, water inflatables and privately owned inflatables not allowed at any location. Appropriate insurance coverage required as determined by the Monroe County Risk Manager.

COUNTY STAFF FEES

Any event requiring County staff to be present and/or County staff coordination shall be charged the fees below in addition to any use fees.

FEES ARE NON-REFUNDABLE and are due to the Department processing the use request at least FIVE (5) DAYS PRIOR TO EVENT

REGULAR HOURS	Monday through Friday 8:00 am – 5:00 pm, excluding holidays	OVERTIME HOURS	Evenings (5:01 pm – 11:00 pm), Weekends and Holidays
Facility Charges Per Hour		Facility Charges Per Hour	
Per required Maintenance Technician	\$ 40.00	Per required Maintenance Technician	\$ 52.00

FOR SMALL MEETING ROOMS ONLY: The fee for use of a small meeting room, which holds a maximum of ten (10) people or less, is \$52.00 per hour (during regular business hours only, Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number of technicians needed will be determined at the discretion of Monroe County by the size and type of event. To ensure time accuracy, the maintenance technician(s) will record his/her time on a time sheet which will then be validated by both the technician(s) and the event representative by each signing the time sheet daily.

MCTV RATES: (In addition to required maintenance technician rates)

Television coverage is available only for pre-approved County activities. Any other governmental agency must obtain prior approval from the County Administrator. One (1) hour prior to the meeting is needed for the setting up of equipment, and one (1) hour after the meeting is needed for the breakdown of equipment. Hours, including set-up and breakdown, will be charged at the rates below, assuming MCTV staff is available at the time of the activity.

REGULAR HOURS	Monday through Friday 8:00 am – 5:00 pm, excluding holidays	OVERTIME HOURS	Evenings (5:01 pm – 11:00 pm), Weekends and Holidays
MCTV Per Hour		MCTV Per Hour	
One T.V. Technician	\$ 57.55	One T.V. Technician	\$ 73.09
Equipment Costs	\$ 200.00	Equipment Costs	\$ 200.00
Total for One Technician for	\$ 257.55	Total for One Technician	\$ 273.09
<i>DOES NOT INCLUDE MAINTENANCE TECH(S), FACILITY COSTS, MEETING ROOM OR THEATER FEES, TAPE DUPLICATES OR SPECIAL POST-PRODUCTION COSTS</i>			
<i>COSTS DO INCLUDE A T.V. CAMERA, TECHNICIAN, AND T.V. EQUIPMENT.</i>			

EXHIBIT D

REQUEST FOR FEE WAIVERS

1. The Department Director for the county department responsible for the rental space or the County Administrator are the only county staff authorized to waive any fee. Alcohol fees may not be waived.
2. All requests for fee waivers shall be accompanied by a Fee Waiver Request form.
3. All non-profit organizations must submit proof of valid current non-profit status along with its request for a fee waiver.
4. FEE WAIVERS. Upon request, fee waivers shall be granted to:
 - (A) Monroe County School District-Sponsored Events;
 - (B) Non-County local, state, or federal government agencies;
 - (C) Non-profit sports leagues;
 - (D) Memorial services;
 - (E) Monroe County homeowner associations;
 - (F) Monroe County property owner associations;
 - (G) Groups designated as Community groups by the County Administrator such as neighborhood watch groups or groups with civic, cultural, educational, intellectual, or which are charitable in nature;
 - (H) Active non-profit organizations which are donating all profits from the proposed event to a charitable cause;
 - (I) Youth organizations (such as scout troops);
 - (J) Applicant(s) whose only purpose for the use of the County Property is for improvements (i.e., planting shade trees). If part of the purpose is for property improvements (i.e., planting shade trees and holding a tree selling event), the County shall determine a prorated fee; and
 - (K) Other such similar entities.

FEE WAIVER REQUEST
(to be filled out by Applicant requesting Fee Waiver)

Applicant: _____

Date of Event: _____

A Fee Waiver has been requested by the group named above. Please indicate the applicable category:

- (A) Monroe County School District-Sponsored Event
- (B) Non-County local, state, or federal government agency
- (C) Non-profit Sports Leagues
- (D) Memorial services
- (E) Monroe County homeowner association
- (F) Monroe County property owner association
- (G) Community groups (such as neighborhood watch groups)
- (H) Non-profit organization
- (I) Youth organizations (such as scout troops)
- (J) Only purpose for the use of the County Property is for improvements (i.e., planting shade trees, shoreline cleanup)

All non-profit organizations must submit proof of current valid non-profit status along with its request for a fee waiver.

- Appropriate documentation attached.

If a charitable organization is receiving all the proceeds from the event, please provide the name of the organization and contact information:

Additional Information: _____

I agree that the above is true and correct.

Signature of Applicant/Authorized Representative

Name/Title of Applicant/Authorized Representative

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 1/10/2025

EXHIBIT E

ALCOHOLIC BEVERAGES

1. Pursuant to Monroe County Ordinance 3-4, the County Administrator may approve the per event sale of alcoholic beverages for consumption on County-owned property if the following terms and conditions are met:
 - a. The sale of the alcoholic beverages is by, or on behalf of, a nonprofit charitable organization with the profits from alcoholic beverage sales going to that organization's charitable purposes; or
 - b. The sale and consumption of alcoholic beverages is part of a social event, such as a wedding or birthday party, the duration of which may not exceed four hours; and
 - c. Depending on the size of the expected crowd, the event sponsor must agree to furnish a sufficient number of off-duty law enforcement personnel for crowd and traffic control, the number to be determined by the County Administrator, and to provide evidence satisfactory to the County Administrator that the law enforcement personnel have in fact been hired; and
 - d. The sponsor of the event has furnished to the County's Risk Manager evidence that the sponsor has obtained event liability insurance, naming the county as an additional coinsured, in an amount satisfactory to the risk manager.

Additional Regulations:

2. The use or sale of alcoholic beverages shall be prohibited unless prior approval is obtained from the County Administrator. The County Administrator is the only individual authorized to waive this prohibition.
3. The request for the alcoholic beverages' waiver must be submitted to the County Administrator no less than twenty (20) business days before the event.
4. The Applicant will be responsible for concurrence with applicable state permits, including but not limited to, alcohol permit from the Florida Department of Business Regulation, and additional insurance as may be required by the Monroe County Risk Manager.
5. If alcohol sales, possession, or consumption is approved for the event, the Applicant must arrange and provide for certified law enforcement personnel or a licensed and bonded security detail at the event in the number and manner required by the County Administrator. Proof of the security arrangement must be provided to the County Administrator and Risk Manager before the event will be allowed to take place.
6. In accordance with Monroe County Resolution No. 156-2001, the following fees must be collected from the non-charitable organizations or social event sponsor before the County Administrator may approve an application for the per event sale of alcoholic beverages on County-owned property:

<u>Number of persons expected to attend the event</u>	<u>Fee</u>
1 - 20	\$10.00
21 - 50	\$20.00
51 - 100	\$40.00
101 or more	\$50.00

Fees must be sent to the County Department that is processing the request application.