

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
POLICY FOR USE OF PUBLIC FACILITIES, ROADS, BRIDGES,
COUNTY MEETING ROOMS, AND THEATER
MONROE COUNTY, FLORIDA**

GENERAL RULES AND REGULATIONS:

Any individual or organization requesting the use of a County facility, building, park, beach, road, bridge, airport, meeting room or theater **MUST** complete the “**REQUEST FOR USE OF COUNTY PROPERTY**” form (attached to this policy as Appendix “A”) and return the original to the County Department manager, supervisor, or director responsible for that facility and also provide a copy to the Risk Management Administrator, 1111 12 St., 4th Floor, Suite 408, Key West, FL 33040 no later than five (5) working days prior to the desired date of use of facility. If a public assembly permit and/or extensive coordination with other County Departments, the Sheriff’s office, or State Department of Transportation is needed, the original **REQUEST FOR USE OF COUNTY PROPERTY FORM** must be submitted no later than ten (10) working days prior to the desired date. The individual or organization must also sign and submit the original “**EVENT AND USE OF COUNTY PROPERTY HOLD HARMLESS AND INDEMNITY AGREEMENT**” (attached to this policy as Appendix “B”) to the Risk Management Administrator no later than five (5) working days prior to the desired date of use of facility.

1. **FEES:** Fees apply to all agencies excluding one-time uses only, divisions or departments of any local, state, or federal Government Agency. Divisions or departments of any non-County (whether local, state, or federal) Government Agency shall pay the same fees as all other external users for all uses subsequent to the first in a series of recurring uses. Fees are mandatory regardless of an organization’s non-profit status, with the exception of Monroe County School sponsored functions, all sports leagues, fitness events with 500 or less participants with the exception of subsection 1(C), and the use of Library facilities. The County Administrator or his designee is the only individual authorized to waive any applicable fee.
 - A. Fees for the use of County property are stated on pages 8, 9, and 10. If there are regular County admission fees to the facility, those fees will be charged in addition to the group user fees.
 - B. If the organization, group, etc., proposes to charge an admission fee greater than \$10.00 per person, then the admission charges must be approved by County Administrator. See Appendix “A”.
 - C. If a fitness event (regardless of the number of participants) proposes to charge an admission or registration fee greater than \$50.00 per person, a “per person” fee and a cleanup/dump fee will be assessed as outlined on page 11 of this policy.
 - D. Any organization that impacts normal services to the facility will be charged the cost above normal expenses for using the facility, in addition to the fees assessed per the schedule. The charges will be assessed by the County. A fee schedule is included below.
 - E. Groups whose only purpose for the use of the facility or property is for improvements (ex. planting shade trees), shall not be required to pay user fees, however, they will be responsible for cleanup and dump fees. If part of the purpose is for facility or property improvements (ex. planting shade trees and holding a tree selling event), the County shall determine a prorated fee.
 - F. If an event requires additional time other than what was originally stated on the request and for which the location was reserved, the additional time owed the County will be invoiced at the applicable rate. Should any individual/group not pay these additional

charges, then they cannot use any County facility until the County has been reimbursed for these charges. Non-payment of any invoice by any group, organization, agency, sponsor, etc. will result in that group, organization, agency, sponsor, etc. not being able to use any County facility until full payment for any and/or all outstanding invoice(s) has been received by the County.

G. There are no fees for Memorial services.

H. For purposes of the provision that other governmental agencies shall pay for all but the first in a series of recurring uses, recurring shall mean that the agency schedules at any given time more than one future use or that the scheduling of uses for that entity becomes a de facto pattern of recurring uses.

2. **INSURANCE**: Groups/organizations/sponsors/individuals shall be required to execute an original EVENT AND USE OF COUNTY PROPERTY HOLD HARMLESS AND INDEMNITY AGREEMENT (Appendix "B") and furnish original insurance certificates naming **Monroe County BOCC** as an additional insured (except for Worker's Compensation), unless these provisions are waived by the Monroe County Risk Administrator. Groups utilizing a meeting room do not need to furnish insurance documentation, however, they are required to execute the Hold Harmless/Indemnity Agreement.

Risk Management will determine if coverage may be needed as follows:

- Worker's Compensation
- General Liability
- Vehicle Liability
- Aircraft/Watercraft Liability
- Liquor Liability (if applicable and necessary)

All organizations must comply with the insurance requirements provided by Monroe County Risk Management. Contact the Risk Management Administrator at 305-292-3470.

3. **250 + PARTICIPANTS**: All functions expected to exceed 250 participants/spectators for more than one (1) day events are required to contact the Monroe County Planning Department as well as the Monroe County Facilities Maintenance Department to obtain a Public Assembly Permit. (Ordinance No. 030-1996)

4. **ALCOHOLIC BEVERAGES**: The use or sale of alcoholic beverages shall be prohibited unless prior approval is obtained from the County Administrator or his designee. The County Administrator or his designee is the only individual authorized to waive this prohibition or fees. The request for waiver must be submitted to the County Administrator or his designee no less than ten (10) working days before the event. The sponsor will be responsible for concurrence with applicable state permits and additional insurance as may be required by the Monroe County Risk Management Administrator. If alcohol sales, possession, or consumption is approved for the event, the sponsor 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 or his designee. Proof of the security arrangement must be provided to the County Administrator and Risk Management Administrator before the event may take place. 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 accept 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 Administrator, 1100 Simonton St., Suite 205, Key West, FL 33040.

5. **TRAFFIC CONTROL:** Events, projects, etc., affecting or occurring on any road or bridge must be pre-approved by the Monroe County Engineering Department. The use of off duty police may likewise be required. Coordination with off duty police is the user's responsibility and shall be coordinated directly with the police 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 Management Administrator prior to the event.
6. **BBQ GRILLS:** Groups/Organizations/Sponsors/Individuals wishing to utilize a personal BBQ grill other than the grills supplied by the Monroe County Facilities Maintenance Department, which are permanently placed at the beaches or parks, will require approval from the County Administrator or his designee prior to event. Groups are responsible for disposal of personal grills and charcoal.
7. **RECYCLING:** Any and all events from any group and/or organization, profit or non-profit, requesting use of a County facility, property, building, theatre, park, beach, road, bridge, airport, or meeting room must comply with Monroe County's recycling efforts. Any and all garbage/waste/debris generated by the organization using County property as defined above must be managed properly with all recycle materials separated and placed in marked "recycle" collection bins. Plastic, cans, etc. must be disposed of in the appropriate containers provided by Monroe County.

In the event that there will be a large quantity of recycle materials generated or for any function expecting 250 or more attendees/participants, the requesting group shall be responsible to provide extra trash and recycle collection bins, i.e. if additional trash receptacles are needed, a recycle bin must accompany each additional trash receptacle, and ensure that they are placed in the appropriate area for pick-up by the waste management contractor. Within thirty (30) days after the event, the responsible person shall submit a report to the Monroe County Solid Waste Department, 1100 Simonton Street, Room 2-231, Key West, FL 33040 providing the total amount of recycled material, measured in pounds, gallons, tons; and the name and address of the recycling facility within the County.

8. **MEETING ROOMS (EXCLUDING LIBRARIES) AND THEATER:** Organizations requesting use of meeting rooms are subject to all the above rules and regulations. Monroe County meeting rooms will be available primarily for use by the County and, on an ad hoc and non-recurring basis, other local, state and federal government agencies. Use of meeting rooms will also be available for organizations that represent the interests of the public. In

the event of conflicting dates, use by the Board of County Commissioners and other County entities will take priority.

- A. Meeting rooms and/or theatre may not be used before 8:00 a.m. or after 11:00 p.m.
- B. County personnel will ensure the room is opened in the evening and locked at the conclusion of the meeting.
- C. 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.
- D. 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.**
- E. Facilities shall not be used for personal or private profit, aggrandizement, political fundraising, or advertising.
- F. Smoking and alcoholic beverages are prohibited.
- G. Unless scheduling of recurring events occurs pursuant to a formal comprehensive agreement executed by the user and the mayor after approval by the BOCC, there shall be no scheduling of use of a meeting or conference room more than twelve (12) months in advance of the proposed use.

9. **COUNTY LIBRARIES:** Use of Conference and Multi-Purpose Room and Audio-Visual Equipment:

- A. **LIMITATIONS:** Use of Library facilities is open to programs sponsored or co-sponsored by the Library, to Monroe County, State and Federal governmental agencies, and to public meetings held by groups headquartered in Monroe County, which are civic, cultural, educational, intellectual, or charitable in nature. Such use does not imply Library endorsement of the aims, policies, or activities of any group. Application for the use of any meeting room will be made with the respective Branch concerned. However, final authority for use of space will rest with the Senior Library Administrator.
- B. **REGULATIONS:** The following regulations apply to all programs scheduled in Library facilities:
 - 1. All programs must be free of charge and open to the public as space permits. No collections may be taken or sales made. Library facilities shall not be used for personal or private profit, aggrandizement, or advertising.
 - 2. In case of exhibits, the Library shall not be held responsible for loss or damage, and any insurance arrangements will be **THE RESPONSIBILITY OF THE EXHIBITOR**. Exhibitors will be required to sign waiver forms and follow Display Policy.
 - 3. Sponsors may be required to execute a “hold-harmless” agreement and/or furnish appropriate insurance naming Monroe County as additional insured for certain types of programs, in compliance with the “Use of County Property” policy and procedures.
 - 4. Monroe County governmental agencies take preference over outside groups when scheduling the use of meeting rooms. Once an outside group has booked the

room, however, every effort shall be made to avoid a forced cancellation in favor of the County agency.

5. Refreshments may be served only by permission and special arrangement with the library director. Smoking and alcoholic beverages are prohibited.
6. The Library reserves the right to cancel or reschedule any program or exhibit when necessary.
7. A key is available for meeting room use outside of regular Library hours; Library staff will explain the procedures for such use to interested applicants. A registered designee of the group must be present at any such meeting, to be responsible for the key and adherence to the procedures.
8. Maintenance employees are not available to organizations at any time. Organizations using the meeting room are responsible for any needed arrangement of furniture before their meeting as well as rearranging and cleaning of the meeting room at the conclusion of the meeting. Monroe County governmental agencies are responsible for making their own arrangement with the Public Works Department for such duties and are required to restore the meeting room to its original condition within a reasonable amount of time following the meeting.
9. Rooms may be booked up to one year in advance; booking is done on a first come/first served basis, with public agencies having priority.
10. The audio-visual equipment owned by the Monroe County Public Library may be used within the library facilities, with a signed designee of the group to accept responsibility, but may not be loaned to leave the facilities.

10. MEETING ROOM LOCATIONS:

The Gato Building
1100 Simonton Street
Key West, FL 33040
(305) 292-4441

Key West Library
700 Fleming Street
Key West, FL 33040
Contact: Reference (305) 292-3595

Marathon Library
3251 Overseas Highway
Marathon, FL 33050
(305) 289-6098

Key Largo Library
101485 Overseas Highway
Tradewinds Shopping Plaza
Key Largo, FL 33037
(305) 852-7164

Big Pine Key Park Community Center
31009 Atlantis Drive
Big Pine Key, FL 33043

The Harvey Government Center (2)
1200 Truman Avenue
Key West, FL 33040
(305) 292-4431

*Marathon Government Center (2)
2798 Overseas Highway
Marathon, FL 33050
(305) 289-6036

Islamorada Library
81550 Overseas Highway
Islamorada, FL 33036
(305) 852-7163

Big Pine Key Library
213 Key Deer Blvd
Winn Dixie Shopping Plaza
Big Pine Key, FL 33043
(305) 872-0992

(305) 292-4431

MEETING ROOM AND THEATER LOCATION:

Murray E. Nelson Government & Cultural Center
102050 Overseas Highway, MM 102.5
Key Largo, FL33037
(305) 852-7161

- * **Groups of 15 people or less will not be allowed to schedule the meeting room located at the Marathon Government Center. The Monroe County Department of Emergency Services has precedence for the use of the Marathon Government Center meeting room.**
- 11. Permission to use County property shall not constitute a waiver of any local, state, or federal laws.
- 12. Damage done to any County owned equipment or property during the time the County property is utilized by the organization will be the responsibility of the user individual or organization to promptly repair and return the property to equal or better condition than the property was in before the event at no cost to the County.
- 13. Approval of *REQUEST FOR USE OF COUNTY PROPERTY* is based on availability. Monroe County reserves the right to deny any request based on the availability of property being reserved for use and the availability to properly staff any event or non-government function. In the event of emergencies or the necessary scheduling of special BOCC meetings, events may need to be rescheduled.
- 14. **INDEMNIFICATION AND HOLD HARMLESS:** The Organization/Individual covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the Organization/Individual utilizing the property governed by this agreement. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.
- 15. **FEES ARE NON-REFUNDABLE UNDER ANY CIRCUMSTANCE. CHECKS OR MONEY ORDERS ARE TO BE MADE PAYABLE TO MONROE COUNTY BOARD OF COUNTY COMMISSIONERS.**
- 16. For information on requesting the use of County Property for PARKS, BEACHES, ROADS AND BRIDGES, AND THEATER BY AREA, please contact the following:

LOWER KEYS:

Monroe County Public Works Facilities

3583 South Roosevelt Boulevard
Key West, FL 33040

PHONE: 1-888-227-8136 (Toll Free throughout the Keys) or 305 295-4385

MIDDLE KEYS:

Monroe County Public Works Facilities
10600 Aviation Boulevard
Marathon, FL 33050
PHONE: (305) 289-6036

UPPER KEYS:

Monroe County Public Works Facilities
300 Magnolia St.
Key Largo, FL 33037
PHONE: (305) 852-7161

17. For information on requesting the use of County Property for AIRPORTS, please contact the following:

KEY WEST INTERNATIONAL AIRPORT

3491 South Roosevelt Boulevard
Key West, FL 33040
Phone: (305) 809-5200

MARATHON AIRPORT

9400 Overseas Highway
Marathon, FL 33050
Phone: (305) 289-6060

**FEE SCHEDULE
MEETING ROOMS AND THEATER**

Fees will be charged for use of the premises when such use requires the expenditures of County funds which would not be expended except for the act of making the room available for such use. This charge shall compensate the government for the provided service only and fees will be adjusted annually to reflect current costs.

**FEES ARE NON-REFUNDABLE and are due in the County Administrator's office at least
TEN (10) DAYS PRIOR TO EVENT
Excluding small meeting rooms**

**Checks or money orders to be made payable to MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS**

MEETING ROOMS AND THEATER (EXCEPT small meeting rooms - see below)

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	
One Maintenance Technician	\$ 40.49	One Maintenance Technician	\$ 60.74
Facilities Costs	\$ 10.50	Facilities Costs	\$ 10.50
Total Hourly Charges Regular Hours WITHOUT Channel 76	\$ 50.99	Total Hourly Charges Overtime Hours WITHOUT Channel 76	\$ 71.24
One Additional Maintenance Technician per hour	\$ 40.49	One Additional Maintenance Technician per hour	\$ 60.74
Total Hourly Charges Regular Hours Two Technicians WITHOUT Channel 76	\$ 91.48	Total Hourly Charges Overtime Hours Two Technicians WITHOUT Channel 76	\$ 131.98
Two Additional Maintenance Technicians per hour	\$ 80.98	Two Additional Maintenance Technicians per hour	\$ 121.48
Total Hourly Charges Regular Hours Three Technicians WITHOUT Channel 76	\$ 131.97	Total Hourly Charges Overtime Hours Three Technicians WITHOUT Channel 76	\$ 192.72

The number of technicians needed will be determined at the discretion of Monroe County by the size and type of event. Should more than three (3) technicians be required for any event, the stated rate above would increase by the respective applicable regular rate of \$40.49 or overtime rate of \$60.74 each hour.

The fee for use of a small meeting room which holds a maximum of ten (10) people or less is \$50.00 per hour (business hours only).

To ensure time accuracy, the maintenance technician(s) will record his 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.

CHANNEL 76 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 Channel 76 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
Channel 76 Per Hour		Channel 76 Per Hour	
One T.V. Technician	\$ 38.88	One T.V. Technician	\$ 58.32
Equipment Costs	\$ 154.45	Equipment Costs	\$ 154.45
Total for One Technician for	\$ 193.33	Total for One Technician	\$ 212.77
<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>			

FEE SCHEDULE

BUILDINGS, PARKS, BEACHES, ROADS, BRIDGES, & AIRPORTS

FEES ARE NON-REFUNDABLE and are due in the County Administrator's office at least TEN (10) DAYS PRIOR TO EVENT. Checks or money orders are to be made payable to MONROE COUNTY BOARD OF COUNTY COMMISSIONERS. Admission fees that exist will also be charged. The County may require security fees and other fees related to the nature of the event at these locations. The County Administrator or his designee may waive fee payments. Along with its Request, the event sponsor is required to submit to the Public Works Department a diagram of each of the facilities and areas that is intended to be used for the event at the park or beach.

- **County Buildings and Airport Terminals:**

Monday through Friday:

8:00 a.m. – 5:00 p.m.	\$100.00 per day
Hourly Rate Before 5:00 p.m.	\$15.00 per hour
Hourly Rate After 5:00 p.m.	\$20.00 per hour

Weekends and Holidays:

8:00 a.m. – 5:00 p.m.	\$150.00 per day
Hourly Rate	\$20.00 per hour

- **Roads & Bridges and Airport Grounds:**

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

- **Parks & Beaches:**

Groups requesting to reserve a portion of any park or beach will be charged a per person fee as listed below, along with clean up fees stated below. Children, 12 years of age and under, will not be charged and are exempt from paying the fee.

01-50 Person(s)	\$2.00 per person
51-100 Persons	\$100 flat fee
Over 100 Persons	\$1.00 per person, capped at \$1,000.00

Tennis court may be reserved for a half day 8:00 a.m. to 1:00 p.m. or 1:00 p.m. to 6:00 p.m., or for a full day 8:00 a.m. to 6:00 p.m. at the following rates:
\$50.00 for a half day; \$100.00 for a full day.

One (1) Picnic Table may be included with any Parks & Beaches reservation, and \$10.00 for each additional table.

At least ten (10) days before the event, the sponsor must provide the Public Works Facilities Department with a diagram showing which tennis courts and picnic tables it wants to reserve.

There may be conflicts with reservations so the sponsor is not guaranteed any particular court or table.

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

01 – 50 Person(s)	\$50.00
51 – 100 Persons	\$75.00
101-250 Persons	\$100.00
More than 250 Persons	Must contract with Waste Management or other approved vendor to provide dumpsters & recycle bins and for removal after event

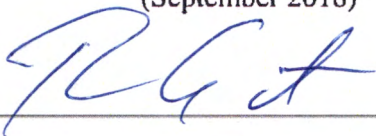
- **Bernstein Park Community Rooms:**

Groups requesting to reserve a room at the community center will be charged a per person fee, along with a clean-up fee stated below. Children 12 years of age and under will not be charged the per person fee and are exempt from paying this fee.

7:00am - 3:00pm	\$1.00 per person + \$50 clean up fee
3:00pm – 10:00pm	\$2.00 per person + \$50 clean up fee

Each additional room added to the room reservation will be \$30.00

Roman Gastesi, County Administrator
(September 2018)



**MONROE COUNTY BOARD OF COMMISSIONERS
EVENT AND USE OF COUNTY PROPERTY
HOLD HARMLESS AND INDEMNITY AGREEMENT**

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, 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

Event and Use of County Property Hold Harmless And Indemnity Agreement

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.

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.

Event and Use of County Property Hold Harmless And Indemnity Agreement

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.

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. The undersigned is authorized and holds the actual authority as the Legally Authorized Representative of this organization to enter into this Agreement and the organization has delegated such signatory authority to me.

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

NAME OF EVENT _____

DATE (S) OF EVENT _____

LOCATION OF EVENT _____

PURPOSE OF EVENT _____

Organization/Sponsor's Name

Signature of Legally Authorized Representative

Printed Name

Title

State of Florida
County of Monroe

SUBSCRIBED AND SWORN to (or affirmed before me) on this ___ day of _____, 20___, by _____, he/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

(SEAL)

**REQUEST FOR USE OF COUNTY PROPERTY
IN MONROE COUNTY, FLORIDA**

Date: _____
Name of Contact and organization: _____
Address & Telephone number: _____
Email: _____
Specific County property or meeting room requested: _____
Intended use: _____
Date(s) needed: _____ Time: from _____ to _____
Official Monroe County Government Use: Yes No
Number of participants: _____
Alcohol consumption/sales? Yes No Use of personal BBQ grill: Yes No

USE OF COUNTY PROPERTY ONLY

Clean up provisions, assurances, and state if any improvements are to be to facility:

Coordination with: Sheriff Dept: Yes No Fire Dept: Yes No
Security: Yes No
Public Works: Yes No
Previous history of holding similar events: Yes No

USE OF MEETING ROOMS ONLY

Special Audio Visual Equipment needed: Yes No
Describe: _____
Public Address System: Yes No
Arrangement of Room: _____

Fees are listed on pages 8, 9, and 10 of the Policy for Public Facilities, Roads, Bridges, & County Meeting Rooms and are NON-REFUNDABLE. Checks or Money Orders are to be made payable to Monroe County Board of County Commissioners.

COUNTY USE ONLY

Scheduled Date: _____
Insurance /Hold Harmless Requirements: _____
Approved: Yes No By: _____
Fees charged or basis for waiver to be approved by County Administrator: _____
Alcohol use or basis for waiver or special conditions to be approved by County Administrator: _____

Remarks: _____