

**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 Manager 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, 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 10 through 13. 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. 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.
 - D. 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.
 - E. 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.

F. There are no fees for Memorial services.

G. 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 Manager. 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 Manager 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 twenty (20) 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 Manager. 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 Manager 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 Manager 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 the event. Groups are responsible for the proper 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 utilized 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 and Technology:
- 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 Library Branch concerned. However, final authority for use of space will rest with the Library Director or their designee.
 - B. **REGULATIONS:** The following regulations apply to all programs scheduled in Library facilities:
 1. All meeting rooms during operating hours 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. Library facilities may not be used for commercial, religious, or political purposes.
 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 and Indemnity 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. Alcohol service may be considered for suitable events such as

open-air fairs, Friends of the Library social galas, garden speaker series, etc. Upon initial review by the Library Director, it may be recommended to the County Administrator for approval under Section 4 of this Policy.

6. The library reserves the right to cancel or reschedule any program or exhibit when necessary.
7. Library meeting room use is only available during regular Library hours. Events must conclude fifteen (15) minutes before closing.
8. Organizations using the meeting room are responsible for informing the library at the time of booking of any needed arrangement of furniture before their meeting as well as technology requirements. Staff will make reasonable accommodation to these requests when possible. Staff will inform the booking organization if there will be limitations to the requested accommodation or if the organization will be required to provide assistance with furniture arrangement or provision of equipment. Rooms should be left clean and in good order when the user vacates. Failure to do so may result in the organization being declined use of the room in the future.
9. Rooms may be booked up to six (6) months in advance; booking is done on a first come/first served basis, with public agencies having priority. Reasonable use of the meeting rooms is expected. If any organization is monopolizing the use of the room (more than twice per month for more than two months), the booking will be referred to the Library Director for review and potential limitation of the allowable bookings per organization.
10. The audio-visual equipment and other meeting room technology owned by the Monroe County Public Library may be used within the library facilities but may not be loaned to leave the facilities. Library staff will set up all technology for use in the meeting rooms. If an organization would like adjustments to the equipment, they should consult with staff to make the change.

10. COMMUNITY CENTER, PARKS, SHELTERS, ATHLETIC FIELDS, and COURTS:

A. **REQUESTING AND RESERVING USE:** Reservation for use of a community center, park, shelter, athletic field, and courts shall be made in writing on the Use of Property Form provided by the Parks and Beaches Department. Unauthorized usage will be required to leave the premises until approval. Any groups of five (5) or more in an organized activity would need to contact the Department for approval.

1. Telephone inquiries are not binding and do not constitute a reservation.
2. A reservation will be considered firm only when the Use of Property Form is signed and approved by the Director and/or designee, and all fees have been paid in full, and all other documents have been received prior to the ten (10) business days requirement
3. Cancellation of rental or changing a confirmed date may result in loss of deposit. Cancellation three (3) days prior to an event will result in loss of fees paid in addition to any deposit.
4. All extended or after-hour rentals must be approved by the Director or designee.

5. Athletic fields are prioritized by the following usage: approved youth leagues, approved youth league playoffs/tournaments, Monroe County Schools, resident adult leagues, non-resident youth, and non-resident adults.
6. Court usage for tournaments or leagues will not utilize more than half of the available courts. The other courts must be available for public use.
7. Shelters are on first come / first serve basis unless reserved. Reserved signs will be posted by Parks and Beaches Staff.
8. For use of green space to provide organized activity such as fitness classes, the user or organization must obtain written approval and provide needed documentation.
9. A large special event at parks need to get approval at the initial stages to ensure adequate space for the requested event.

B. GUIDELINES:

1. Director or designee 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.
2. Reservations will be revoked at any time when a violation of the rules and regulations has occurred and will result in cancellation of the event and/or loss of deposit
3. County equipment shall not be removed from the property or used without permission.
4. Use of tobacco and alcohol is prohibited at County parks and community centers.
5. 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.
6. DJ's and bands are allowed but must follow noise ordinances.
7. The rental ending time means that the center, park, field, shelter, or court must be emptied and clean prior to that time. Staff will conduct a walk thru with renter at the community center or other facility prior to and after the event noting items on the checklist. Staff will provide trash cans and liners. If event/clean up exceeds time, the renter will be responsible for overtime employee rate of \$40 per hour.
8. Courtesy electrical outlets, where available, are not guaranteed to support all equipment/appliances for a rental.
9. Tent stakes are prohibited at parks.
10. Bounce houses or other similar activities are only allowed at select parks/facilities.

C. REASONS FOR DENYING REQUEST OR CANCELLING AN EVENT:

1. Violation of rules and regulations. Failure to cooperate with staff.

2. Use of room, park, shelter, field, or court interferes with other activities.
3. Site, park, or facility cannot accommodate size of event.
4. Commercial Activity.

11. MEETING ROOM LOCATIONS:

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

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

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

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

Marathon Branch Library
 3490 Overseas Highway
 Marathon, FL 33050
 (305) 743-5136

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

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

COMMUNITY CENTER LOCATION:

Big Pine Key Park Community Center
 31009 Atlantis Drive
 Big Pine Key, FL 33043
 (305) 453-8808

Bernstein Park Community Center
 6751 Fifth Street
 Stock Island, FL 33040
 (305) 453-8808

THEATER LOCATION:

Murray E. Nelson Government & Cultural Center
 102050 Overseas Highway, MM 102.5
 Key Largo, FL 33037
 (305) 852-7161

* **Groups of fifteen (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.**

12. Permission to use County property shall not constitute a waiver of any local, state, or federal laws.
13. 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.
14. 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.
15. **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.
16. **FEES ARE NON-REFUNDABLE UNDER ANY CIRCUMSTANCE. CHECKS OR MONEY ORDERS ARE TO BE MADE PAYABLE TO *MONROE COUNTY BOARD OF COUNTY COMMISSIONERS*.**
17. For information on requesting the use of County Property for PARKS, BEACHES, ROADS AND BRIDGES, COMMUNITY CENTERS, AND THEATER BY AREA, please contact the following:

LOWER KEYS:

Monroe County Facilities Maintenance Dept.
123 Overseas Highway (Rockland Key)
Key West, FL 33040
PHONE: 1-888-227-8136 (Toll Free throughout the Keys) or 305 295-4385

MIDDLE KEYS:

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

UPPER KEYS:

Monroe County Facilities Maintenance Dept.
300 Magnolia St.

Key Largo, FL 33037
PHONE: (305) 852-7161

PARKS & BEACHES

Monroe County Parks & Beaches Dept.
102050 Overseas Highway
Key Largo, FL 33037
PHONE: (305) 453-8808

18. 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**

BOCC 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	\$ 35.14	One Maintenance Technician	\$ 42.77
Total Hourly Charges Regular Hours WITHOUT Channel 76	\$ 35.14	Total Hourly Charges Overtime Hours WITHOUT Channel 76	\$ 42.77
One Additional Maintenance Technician per hour	\$ 35.14	One Additional Maintenance Technician per hour	\$ 42.77
Total Hourly Charges Regular Hours Two Technicians WITHOUT Channel 76	\$ 70.28	Total Hourly Charges Overtime Hours Two Technicians WITHOUT Channel 76	\$ 85.54
Two Additional Maintenance Technicians per hour	\$ 70.28	Two Additional Maintenance Technicians per hour	\$ 85.54
Total Hourly Charges Regular Hours Three Technicians WITHOUT Channel 76	\$ 105.42	Total Hourly Charges Overtime Hours Three Technicians WITHOUT Channel 76	\$ 128.31

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 \$35.14 or overtime rate of \$42.77 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/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.

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	\$ 41.60	One T.V. Technician	\$ 52.88
Equipment Costs	\$ 165.26	Equipment Costs	\$ 165.26
Total for One Technician for	\$ 206.86	Total for One Technician	\$ 218.14
<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 appropriate County 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. Events must be during normal operating hours. Fitness classes may qualify as an Independent Contractor, please call us for details.

01-50 Person(s)	\$ 50 flat fee
51-100 Persons	\$100 flat fee
Over 100 Persons	\$100 flat fee plus \$1 per person based on availability

Tennis court(s) 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 per court; \$100.00 for a full day per court. \$10 per hour per court for teaching, but must be pre-approved and provide proper documentation.

Athletic Field Rates:

Fees may be waived following the fee waiver policy.

Baseball / Softball / Soccer Field - \$10/hour; \$25/hour with lights

Additional Fees: Football / Soccer field lining \$100; Baseball/Softball field prep \$50 / field

- **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 Park community center will be charged an hourly rate, along with a clean-up fee stated below. Children twelve (12) years of age and under will not be charged the per person fee and are exempt from paying this fee. Please see fee waiver policy

\$20 per hour for small room

\$40 per hour for large room

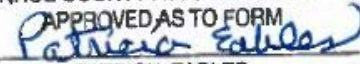
Refundable Deposit \$100

Shelters:

\$40 for the day

Roman Gastesi, County Administrator
(October 2022)

 10.19.2022

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10/07/2022



REQUEST FOR USE OF COUNTY PROPERTY
IN MONROE COUNTY, FLORIDA
(please print)

Please note that the request does not guarantee the rental until approved.

Application Date: Telephone number: Email:

Organization Contact:

Address:

Specific County property, park, shelter or meeting room requested:

Intended use:

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

Official Monroe County Government Use: Yes No Number of participants:

Alcohol consumption/sales: Yes No Use of personal BBQ grill: Yes No

Coordination with: Sheriff Dept: Yes No Fire Dept: Yes No Other Dept: Yes No

Planning Dept over 250: Yes No Previous history of holding similar events: Yes No

COMPLETE FOR MEETING ROOMS AND COMMUNITY CENTERS ONLY:

Special Audio Visual Equipment needed: Yes No

Describe:

Public Address System or DJ: Yes No Room Arrangement:

COMPLETE FOR USE OF PARKS ONLY: Please attach site plan required for special events and races.

Is there a charge for the event? Yes No Will you have tents? Yes No Will you have music? Yes No

Will you sell food? Yes No Will you have animals? Yes No Need athletic fields painted & prepared? Yes No

By signing you agree to the attached rules and regulations: Signature:

Fees are listed in the ordinance for Public Facilities, Parks and Beaches, Roads and Bridges, and County Meeting Rooms. Major Credit Cards are acceptable, and Checks or Money Orders are made payable to Monroe County Board of County Commissioners. All fees are NON-REFUNDABLE.

Deposit: Fee Due: Fees Paid:

COUNTY USE ONLY

Approved by Monroe County Risk Manager or Designee. Yes No

Signature:

Approved by Monroe County Administrator or Designee.

Fees Waived: Yes No Alcohol use or basis for waiver or special conditions. Approved: Yes No

Signature:

Approved by Monroe County Parks and Beaches: Yes No

Signature:

Request may be subject to disapproval for over maximum capacity limits and/or event activities that may damage Monroe County Park and/or Property. Inclement weather may cause unforeseen cancellations or rescheduling.

Appendix B

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.

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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) by means of _____physical presence or_____online notarization on this ___ day of _____, 20___, by _____, he/she is personally known to me or has produced _____(type of identification) as identification.

Notary Public

(SEAL)