HENDRY COUNTY SPECIAL DISTRICTS

3300-A Utility Drive · LaBelle, FL 33935
Telephone: (863) 675-5252 Fax: (863) 674-4018

FELDA COMMUNITY CENTER RENTAL REQUIREMENTS

Must provide proof of the following

1. **Complete application and security deposit due two weeks after reservation request to hold date.**
2. **Fees must be paid with cash, money order, or cashier's check only.**
3. **Balance due must be paid in full two weeks before event or the reservation will be canceled.**
4. **Special Event insurance documentation.**
5. **Picture ID showing proof of Hendry County Residency.**

Facility can hold up to 200 guests depending on the set-up.

There are 25 white rectangle tables and 121 white chairs for use.

****Liability Insurance Requirements****

Certificate Holder must name
Hendry County BOCC
640 S Main St
LaBelle, FL 33935

Additional Insured Party section must be selected.

A Hendry County Supervisor will be assigned to the Event to monitor compliance.

Contact Special Disticts @ Jennifer.Barron@hendryfla.net or Via Phone 863-675-5252.

HENDRY COUNTY
FACILITY USE INSURANCE REQUIREMENTS

Required liability coverage recommended by Hendry County's insurance carrier (Public Risk Management/World Risk Management).

All groups or individuals are required to obtain liability coverage for their specific activities to be conducted on County property at a minimum of $100,000 per person per occurrence for bodily injury liability and property damage liability coverage (including premises and operations), combined single limit, $100,000 for fire damage liability and $50,000 for damage to premises rented, on a per occurrence basis. The policy must show Hendry County as an additional insured. Events where alcohol will be consumed must provide host liquor liability.
Policies can be obtained at the insurance company or agency of the individual's or group's choice. Most local insurance agencies and online agencies can provide the policy.

Policy must list the Certificate Holder as:

HENDRY COUNTY BOCC
640 S MAIN ST
LABELLE, FL 33935

The physical address of the Felda Community Center is:

1100 County Road 830
Felda, FL 33930

HENDRY COUNTY DOES NOT ENDORSE ANY PARTICULAR INSURANCE COMPANY. NOR DOES IT REQUIRE YOU TO USE A SPECIFIC COMPANY. THE CHOICE IS YOURS.

HENDRY COUNTY FACILITY USE APPLICATION

Facility requested _____ Type of Activity _____

Applicant(s) _____

Physical Address _____ City _____ Zip _____

Mailing Address (if different) _____

Telephone _____ Cell _____ Email _____

Date(s) of Rental _____ Initial ( ) Times for Event: _____ Initial ( )

Decoration date of Event: _____ Initial ( ) Decoration Times for Event: _____ Initial ( )

Number of Attendees: _____ (Must comply with Building Occupancy Load)

Alcohol Present Yes _____ No _____ (County Administrator Approval Required)

Description of Event: (Give Exact Details): _____

Required attachments: Photo **I.D.,** flyer, handout or invitation for the event.

Fees - See Facility Fee and Deposit Schedule

# of Hours	_____			
Rental Fee	$ _____		(21-Civic/Comm Center) B4-Rodeo	(C-6 Pavilion, Pool, Gym)
Cleaning Fee	$ _____		Same as above	
Decorating Fee	$ _____		Same as above	
Tax 6%	$ _____		O3 Harlem A1-Rodeo	
Supervisor Fee	$ _____		2J	
Security Deposit	$	K3	K3 HARLEM 001-0000-220-00-00 RODEO	
	_____		Reimburse $	
Total Due	$ _____		Supervisor/Director	Date

For and in consideration of the use of the above facility, the above named individual (including my personal representative, heirs and assigns) or entity (including its successors and assigns) shall, through the signing of this document by an authorized party, agree and consent to the following terms and conditions:

SECTION I – SAFETY: The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Hendry County to protect the health, safety and welfare of the public. Hendry County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Hendry County, exactly what the Applicant is proposing.

SECTION II – INSURANCE: The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Hendry County to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Hendry County for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Hendry County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Hendry County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

SECTION III – INDEMNIFICATION: The Applicant agrees to indemnify, release and hold harmless Hendry County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Hendry County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Hendry County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES: The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition. The Applicant must surrender the premises to Hendry County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Hendry County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Hendry County property of litter at the close of the event.

SECTION V – AGREEMENT: The Applicant agrees that Hendry County can, at its sole discretion, terminate and cancel its permit to use Hendry County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Hendry County from any and all claims, demands or cause of actions based upon Hendry County's cancellation or termination of said permit. The Applicant agrees that the Hendry County permit does not provide Applicant with any property rights in the County property in question or in the permit itself. The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

Applicant has received, read and understands the Hendry County Facility Fee and Deposit Schedule and applicable Facility Use Rules sheet and will comply with all County ordinances and State and Federal law. The applicant understands that the event maybe shut down if any provision in the Hendry County Facility Use Policy, any Facility Use Rule or if the event is inconsistent with information provided on the application.

Applicant's Signature: _____ **Date:** _____

ATTEST:

I, _____, being duly sworn, confirm that I am able to enter into this agreement with Hendry County on behalf of myself/my organization and that all answers to questions in this application are correct to the best of my knowledge and belief.

ORGANIZATION: _____

BY: _____

AS: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____day of_____ , 20_____ , by _____.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known
OR Produced Identification
Type of Identification Produced: _____

Rental Coordinator Signature: _____ **Date:** _____

NON-ALCOHOL AGREEMENT

I, _____ agree that alcohol will not be served or consumed on the premises of the _____during the event that is scheduled to take place on _____ , between the hours of _____and _____ . I understand that if alcohol is found on the premises at any time during the event, the event will be shut down immediately and the deposit will be forfeited.

Signed _____ Date _____
Applicant

HENDRY COUNTY FACILITY USE RULES

General Rules

1. Smoking and smokeless tobacco use are prohibited in all County buildings. Smokeless tobacco use is prohibited in parks and recreational facilities when used for youth organizations or league activities.
2. Unless alcohol use is permitted for a particular event and approved by the County Administrator, alcohol use is prohibited. No alcohol is allowed in County Parks per County Ordinance Sec. 1-15-3.
3. **No taping, gluing, stapling or nailing items to walls, floors, doors or ceilings.**
4. All items (i.e., table linings, decorations and personal items) must be removed by the end of the reservation period.
5. The air conditioning thermostat may not be adjusted by the user; only a responsible keyholder or County staff may adjust.
6. User is responsible for all guests. The applicant must be on premises at all times and in possession of rental documents.
7. Hendry County is not responsible for any accidents or injuries or lost or stolen property.
8. All access to the event will be controlled to ensure that the amount of guests does not exceed the fire code. All facilities are posted with the capacity.
9. User is responsible for any damages done to the facility. The assessed damage amount comes out of the security deposit first and any amount remaining is billed directly to the user. If there is deemed a reckless amount of damage to the facility, the user will be refused future use.
10. All trash/debris is to be placed in the trash receptacle outside the building and the area is to be left clean. Food or drinks shall not be left in the refrigerator.
11. No animals are allowed except for service dogs.
12. Riotous, threatening, or indecent conduct or language shall not be permitted.
13. No private vendors may use facilities for a profit making business venture.
14. No routine church services are permitted.
15. Teen events require contracted law enforcement.
16. The County reserves the right to cancel any scheduled event if unlawful activity is threatened or the area is under a state of emergency.
17. No pyrotechnics of any description are permitted, including fog machines.
18. In addition to the application, documents to be submitted include:
    - Photo ID of User
    - Copy of the flyer, handout or invitation for event (if open to the public)
    - If necessary, insurance certificate
    - If necessary, copy of contract with Hendry County Sheriff's Office or other law enforcement agency
    - Other forms that may be required, depending on the event

Additional Rules per Facility

Harlem Cultural and Civic Center:

1. If alcohol use is approved by the Country Administrator, Liquor Liability must be included on the insurance policy.
2. No under-age drinking allowed.
3. Only available in six (6) hour blocks of time.
4. The event must be concluded and the building vacated by 2:00 a.m.

HENDRY COUNTY FACILITY USE RULES

Civic Park Pavilion:

1. Security curtains are to remain in the rolled up and locked position while the pavilion is in use.
2. Premises must be vacated and cleaned up immediately when event is over.
3. Only four (4) or six (6) hour blocks of time available, up to 10:00 p.m.

Harlem Gym:

1. Shoes must be worn at all times. No hard soled or spike shoes or flip flops are permitted.
2. No chewing gum is permitted.
3. No food or beverages are allowed on the court.
4. The facility may be used for athletic events only.
5. Hanging on the rim is prohibited.
6. Good sportsmanship is required. Disrespect to County staff on duty will not be tolerated.
7. No blocking the front entrance or doorway. Bicycles must be parked in the bike rack.

Recreation Room:

1. No access permitted to the office, storage cabinets or storage rooms.
2. Only available in four (4) hour blocks of time.
3. The event must be concluded, and the building vacated by 10:00 p.m.

Harlem Pool:

1. Two (2) lifeguards and one (1) supervisor are required.
2. Only available in two (2) hour blocks of time.
3. No night swimming as stated on Health Department Operating Permit.

Civic Park Ball Field:

1. No one may access the field when the Maintenance Supervisor drags the field.
2. Field is available from 8:00 a.m. to 9:30 p.m.
3. No vehicles are permitted to drive through the park or be on the ball field except for maintenance purposes.

Pioneer Plantation Community Center:

1. No alcohol is permitted.
2. Only available in six (6) hour blocks of time.
3. The event must be concluded and the building vacated by 12:00 midnight.

Felda Community Center:

1. No alcohol is permitted.
2. Only available in six (6) hour blocks of time.
3. The event must be concluded and the building vacated by 12:00 midnight.

Dallas B. Townsend Auditorium:

1. No alcohol is permitted.
2. Rental is through the Agriculture Extension Office.

***** Refusal to meet any of these requirements can result in the immediate termination of the event and closure of the facility** Initials_____***

By signing below, I agree to comply with the above stated rules concerning the use of the facility.

Applicant Signature	Date
Director/Supervisor Signature	Date