

This Agreement is not required for the following: (1) the District School Board of Pasco County, and any employees of the District School Board, (2) the Pasco County Board of County Commissioners, and any employees of the Pasco County Board of County Commissioners, (3) the elected Constitutional Officers of Pasco County, and any employees of such elected Constitutional Officers, (4) students of the District School Board of Pasco County, (4) the Board of Directors of the Starkey Ranch K-8 PTO, and (5) the Board of Directors of Friends of the Pasco County Library System, Inc. However, this Agreement may be required for private organizations, entities or users that have been invited by one or more of the foregoing exempt individuals to utilize a Starkey Ranch shared use facility.

## **Starkey Ranch Shared Use Facilities**

### **Use of Facilities Agreement**

**This Agreement** has been entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the District School Board of Pasco County, Florida and the Pasco County Board of County Commissioners, hereinafter collectively referred to as the “DISTRICT and COUNTY”, and \_\_\_\_\_ herein after referred to as the “USER”. The parties to this Agreement have agreed that the following terms and conditions shall be applicable to the use of any of the Starkey Ranch shared use facilities described herein. This Agreement is being entered into under the authority of Section 7 of the Starkey Ranch District Park Site, School Site, and Library-Theatre Site Acquisition, Development, Shared Use and Management Agreement (the “Starkey Ranch P4 Agreement”), as may be amended from time to time. The terms of the Starkey Ranch P4 Agreement are incorporated herein by reference.

The following information is presented by the USER in order to obtain the requested facilities and the USER affirms that said facts are true and correct to the best of their knowledge and belief:

#### **Organization/Applicant Information**

Organization name (from Certificate of Insurance):	Organization address, city, state, zip:
Organization phone number:	Applicant name (if different from Organization):
Applicant address, city, state, zip (if different than Organization):	Applicant phone number:
Applicant Email:	Is Applicant authorized to sign for organization?
Is Organization Not-for-Profit:	Does Organization have a current Florida Sales Tax Exempt Certificate:

#### **Event Information:**

Name of event:	Purpose of use (event description):
Dates requested:	Days of week requested (& total number of days):
Hours needed (example 4PM to 6PM):	What is the cost per participant to attend?
Anticipated number of participants:	What is the total cost charged to all participants by the organization/applicant including all fees:
Anticipated number of teams (if applicable):	Furnishings or Special Preparation Needed:

**Please check all shared use facilities needed:**

<input type="checkbox"/>	Theatre (see Theatre Policy)	<input type="checkbox"/>	Courtyard (see Courtyard Policy)
<input type="checkbox"/>	Gymnasium	<input type="checkbox"/>	Playground
<input type="checkbox"/>	Tennis Courts	<input type="checkbox"/>	Track
<input type="checkbox"/>	Football/Soccer Field	<input type="checkbox"/>	Baseball/Softball Field
<input type="checkbox"/>	Outdoor Basketball Courts	<input type="checkbox"/>	TLC Parking Area (lot west of TLC)
<input type="checkbox"/>	Shared Use Parking Area (lot north of Starkey Ranch K-8 School)	<input type="checkbox"/>	Other _____

USER is a corporation, association, individual, or entity lawfully authorized to enter into this Agreement. USER further agrees that it will use the premises in an appropriate manner consistent with applicable laws, the policies and procedures of the DISTRICT and COUNTY, and the directions of the applicable approver<sup>1</sup>.

USER hereby agrees to indemnify and hold the DISTRICT and COUNTY harmless from and against all damages associated with USER's use of the facilities.

The USER agrees to pay the following charges for the use of the facilities \_\_\_\_\_ [to be completed by applicable approver<sup>1</sup>] and to reimburse the DISTRICT and COUNTY for any property damage sustained. If the USER is sales tax exempt, a current Tax Exemption Certificate must accompany this Agreement. Otherwise, sales tax will apply to the foregoing charges.

**USER agrees to use only those shared use facilities which have been specified on this Agreement.** USER agrees to leave the facilities in the same or better condition than before use. This includes but is not limited to rearrangement of furnishings, trash pickup, and removal of tools and equipment brought in by the USER. Any damages arising from NOT leaving in said condition will result in additional charges being levied.

Unless USER is a non-profit entity that has 4 or fewer adults and 10 or fewer minors attending the event, USER agrees that it will furnish to the DISTRICT and COUNTY, along with this Agreement, a CERTIFICATE OF INSURANCE showing proof of broad form Commercial General Liability Insurance in the amount of a minimum of one million (\$1,000,000.00) dollars with certificate holder or additional insured as "District School Board of Pasco County, 7227 Land O Lakes Boulevard, Land O Lakes, FL 34638" and "Pasco County Board of County Commissioners, Dade City Historic Courthouse, 37918 Meridian Avenue, Dade City, FL 33525-3822". The completed insurance certificate must be submitted to the applicable approver<sup>1</sup> at least **eight (8) weeks prior** to the start date of the requested use, unless otherwise approved by the applicable approver.<sup>1</sup> Submitting incomplete documents may delay the approval process. These forms need not be supplied with this Agreement if current forms are on file from a previous Use of Facilities Agreement. The name of the organization or individual identified on the certificate of insurance must be the same as the organization or individual identified in this Agreement. The date(s) of this Agreement must be within the policy effective date(s). If the expiration date of the insurance falls within the term of this Agreement, the organization must furnish a renewal certificate prior to the insurance expiration date. If the certificate is not provided, this Agreement will be cancelled.

USER further agrees to the following with regard to the use of the Starkey Ranch Shared Use Facilities:

- USER shall contact the applicable approver<sup>1</sup> to determine if the facility is available on the dates and times requested. Shared use facilities may not be requested or reserved more than six (6) months in advance of the event unless specifically approved by the Starkey Ranch Shared Use Facility Team. Requests for use of shared use facilities must be approved by the applicable approver<sup>1</sup> prior to the USER utilizing any shared use facilities.

<sup>1</sup> The following individuals have been delegated authority by the Starkey Ranch Shared Use Facility Team to approve the charges (and this Use of Facilities Agreement) for the Starkey Ranch shared use facilities as follows:

- (a) Starkey Ranch K-8 Principal---Gymnasium, Playground, Track, Football/Soccer Field, Baseball/Softball Field, Outdoor Basketball Courts, and Shared Use Parking Area
- (b) Parks Manager---Tennis Courts
- (c) Libraries Branch Manager---Theatre, Courtyard and TLC Parking Area

However, any of the foregoing individuals reserve the right to refer a determination on the applicable charges and/or a particular Use of Facilities Agreement to the entire Shared Use Facility Team. USER is advised that the Shared Use Facility Team generally only meets monthly, and should plan for USER's event accordingly.

- Use of facilities charges are due prior to the first use of the facility. Checks and money orders are to be made payable to the Starkey Shared Use Account and are to be provided to the applicable approver<sup>1</sup>. Cash payments must be made to the applicable approver<sup>1</sup>. The applicable approver<sup>1</sup> will arrange for all checks, money orders and cash payments to be deposited into the Starkey Shared Use Account (account number 2603-220952).
- USER agrees to communicate and coordinate USER's activities with the applicable approver<sup>1</sup> once this Agreement is approved. The applicable approver<sup>1</sup> reserves the right to cease or reschedule the use if (a) the terms of this Agreement are violated, (b) the use is precluded by the priority of use rules in the Starkey Ranch P4 Agreement, (c) the use may cause a disruption to the learning environment at Starkey Ranch K-8, (d) the use may be detrimental to individual(s) or to the condition of the premises or fields, or (e) the use violates the Library's Patron Conduct Policy.
- Tobacco use is prohibited in or at all shared use facilities.
- Alcoholic beverages and illegal drugs are prohibited in or at all shared use facilities, except that alcohol beverage sales are allowed in limited circumstances at the theatre and courtyard. Please contact the Libraries Branch Manager to discuss the additional requirements applicable to the sale of alcoholic beverages at the theatre and courtyard.
- Firearms are prohibited by the School District in or at all shared use facilities.
- Any advertising or promotional material of individuals or community organizations that refers to the shared use facilities shall contain the following statement, "The District School Board of Pasco County, Florida and the Pasco County Board of County Commissioners are not sponsoring or affiliated with this event."
- USER will be responsible for all charges unless a cancellation form is signed by the User and applicable approver<sup>1</sup>. To avoid charges, the cancellation form must be signed by the applicable approver<sup>1</sup> at least twenty-hour (24) hours in advance of the scheduled event.
- There are occasions where the County may require a special event/temporary permit for your event. Examples of these include, but are not limited to, carnivals, fairs, events with large occupancy, or tents or canopies are being set up. Please check with the Pasco County Building Construction Services Department if you are unsure if you need a permit. If one is required, please submit it with this Agreement. **More information can be found at:**  
<https://pascocountyfl.net/1254/Miscellaneous-Permits>

Additional Special Requirements (to be completed by the applicable approver<sup>1</sup> or the Starkey Ranch Shared Use Facility Team, where necessary):

---



---



---



---



---



---

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Is Special Event/Temporary Use Permit required? \_\_\_\_\_ If yes, has it been submitted? \_\_\_\_\_

**Please leave below portion blank and submit to the applicable approver<sup>1</sup> for processing:**

Is this request approved? \_\_\_\_\_ If not approved, please provide reason: \_\_\_\_\_

Applicable Approver<sup>1</sup> Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Total custodial hours (to be completed by Maintenance Services): \_\_\_\_\_

Maintenance Services Signature: \_\_\_\_\_ Date: \_\_\_\_\_