

### RENTAL OF FACILITIES AGREEMENT

The School Board of Marion County, Florida

1614 East Fort King Street • Ocala, FL 34471-2212 • PO Box 670 • Ocala, FL 34478-0670

(352) 671-7787 • FRS 800.955.8770 (voice) • 800.955.8771 (TTY)

To:	Principa	Jones		_ <sub>School</sub> MTI		Phone #_6	671-4765
From:	Tenant_	City of Oca	la Recreatio	n and Parks			
	Contact Brooke Perry or Amy Casaletto				Phon		
		(Individual	)				
	Address	828 NE 8th	Ave Ocala F	L 34470	acasaletto@	ocalafl.gov	
		(Street)	(City) (State)	(Zip Code)		(email)	
It is unde	erstood th			information submit r any property dam		or indirectly by its usage.	. The <i>Tenant</i> agrees to
Date(s)	Requeste	ed (MM/DD/YYYY)	Friday 7/4/	2025			
Times (H	нн:мм – н	<sub>нн:мм)</sub> 4:00р	m - 11:00pm	1			
Areas R	equested	Parking lo	ts				
			or July 4th C	Celebration	Numbe	er of Participants	

The Tenant agrees to abide by the rules of The School Board of Marion County, Florida, ("School Board") including, but not limited to the following terms and conditions:

- 1. **PROHIBITED USES:** School Board Facilities shall not be used for any use inconsistent with Board policy, administrative procedures, and State or Federal law. District Facilities shall not be used for any activity which would damage school facilities or grounds beyond normal wear and tear or for any activity which interferes with District activities or operations.
  - A. Tenants shall not: (1) use, remove, reposition, replace, move, or otherwise disturb District equipment or property; (2) make any physical changes to the facilities, buildings, or grounds; (3) affix or hang pictures, posters, signs, or other items on District facilities.
  - B. Tenants shall not tamper with or adjust any security, fire protection equipment, fire alarms, intercoms, thermostats, light or air conditioning timers, or any other electrical, communication, or control systems.
  - C. The possession or consumption of alcoholic beverages, use of illegal drugs, and carrying of firearms (except by law enforcement) are strictly prohibited. All property owned by the District, including all interior and exterior spaces within the property boundaries, shall be smoke and tobacco-free. Per Florida law, no gambling or games of chance are permitted on District property.
  - D. Tenant must remove any materials and items brought into the Facility and must make reasonable efforts to clean rooms and areas used or return them to their pre-use condition.
  - E. Blocking of fire doors or means of egress is prohibited.
  - F. Tenant will not sublease the Facilities or allow any use other than that for which the Facilities Rental Agreement was approved.
  - G. Tenant will not be provided keys to any District Facility.
  - H. Tenant will not allow play on tables or other furniture.
  - I. Tenant will not produce an open flame(s) (e.g., the burning of candles is prohibited).
- 2. NOTICE OF DANGEROUS CONDITIONS: The Tenant agrees to notify the School Board immediately of the discovery of any dangerous conditions that exist or develop in or on the Facilities immediately upon such discovery, and immediately cease any use of the Facilities, which could result in damage to person or property.
- 3. <u>BLOODBORNE PATHOGENS</u>: Tenant agrees to adhere to the federal and State OSHA standards pertaining to bloodborne pathogens and any necessary cleanup of blood or other body fluids.
- 4. ANTI-DISCRIMINATION POLICY: Failure to comply with Title IX regulations of the Civil Rights Acts and any and all laws, rules and regulations, and ordinances of the State of Florida, City of Ocala, and School Board will constitute good and sufficient cause for termination of the facility rental agreement and discontinuation of facility use. It is the policy of the School Board that there will be no discrimination or harassment of individuals or groups based on race, color, creed, religion, gender, sexual orientation, gender



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identity, gender expression, national origin, marital status, age, veteran or military status, genetic information, or disability. The District reserves the right to deny use of District Facilities to groups that do not comply with the District's anti-discrimination policy.

Upon termination or expiration of this Agreement, Tenant shall surrender the Facility, remove all personal property, and leave the Facility, including any District-owned fixtures, in a neat and clean condition prior to Tenant's use of the Facility with no damage thereto, excepting only reasonable wear and tear.

INDEMNIFICATION. The undersigned further agrees to defend, indemnify, and hold harmless The School Board of Marion County, Florida, its officers, agents, and employees from any and all claims, damages, costs, or expenses arising out of, or incident to, the above-proposed use of School Board facilities. The undersigned understands and agrees that its defense and indemnification obligations include claims for injury or damages arising out of, or caused in whole or in part by, any alleged direct or indirect negligence or other fault of the School Board. It is further understood and agreed that the undersigned will provide, concurrently with the execution of this Agreement, certificates of insurance and endorsements issued by an insurance company authorized to conduct business in the State of Florida, evidencing commercial general liability, workers' compensation, employer's liability, and automobile liability applicable to the above-proposed use of the premises, in such limits as may be required by School Board. The policies shall name The School Board of Marion County, Florida as an additional insured, and such policies shall not contain exclusions for bodily injury or property damage, products liability/completed operations, premises operations, contractual liability (for this Agreement), personal and advertising injury, independent contractor's liability, design or structural defects, maintenance of the premises, or the direct or indirect negligence or other fault of School Board. Possession and use of the facilities will not be permitted until the undersigned provides proof that the insurance described herein has been obtained. Proof of insurance is required of any party using a facility of the School Board, regardless of whether or not a fee is charged. Tenant agrees to abide by the rules of The School Board of Marion County, Florida, including, but not limited to, the prohibition of tobacco products and alcoholic beverages on the premises. \*NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

		Ken Whitehead	4/29/2025			
Approved to	form and Legality:	Signed (Tenant- Authorized Individual)	Date			
DocuSigned by:		Ken Whitehead				
William E. Sur William E. Se	xton, City Attorney	Print Name (Tenant- Authorized Individual)				
al of school fac	ilities by the above Tenant has my authoriza	tion, in accordance with School Boord Policy 75	10.			
		Signed/Date: Signed/Date:				
		Principal (Lessor)				
ese sections to	be completed by the MCPS Office of Operati	ons.				
arges						
\$ X	Rental Fee (Subject to Sales Tax)					
\$ X	Sales Tax (if exempt attach certificate)					
\$ X	Utility Charges (# of Hrs x \$	per hour)				
\$ X	Custodial Fee (# of Hrs x (Minimum 2-hour requirement)	Custodial Fee ( # of Hrs x \$30.00 per hour/or contracted amount) (Minimum 2-hour requirement)				
\$ X	Supervisory Fee (# of Hrs x (Minimum 2-hour requirement)	\$ per hour) (Larger events may requi	re 2 supervisors)			
\$ X	TOTAL Cost - Check payable to School	Board of Marion County, FL				
\$ X	Damage Deposit (held by School) (Sepo	arate Check payable to School Board of Marion	County, FL)			
All fees	must accompany submission of Rental of	Facilities Agreement ten (10) working days p	prior to event.			
e charges are a	s indicated above and the following docume	ntation is being submitted:				
X 1.	Copy of tax-exempt certificate if Tenant is a tax-exempt organization					
	Certificate of Insurance (COI) and applicable policy endorsements with The School Board of Marion					
	County, FL as additional named insured. Policy Expires 10/11/25 On HILE					
_X_3.	Copy of signed agreement from licensed law enforcement providing security if number in attendance					
	exceeds 300.		٨			
nnroyed/Not Ar	proved Date: <u>5/8/2</u> 3	Signed:	7			
			Pag			
SO001 REV 12/202	~ An Equal Opp	ortunity School District ~				



### **Certificate Of Completion**

Envelope Id: 81E3FB59-05F4-4990-96A6-A51BE8D9A61A

Subject: FOR SIGNATURE - MTI Parking Lot Agreement for July 4th Celebration (REC/250662)

Source Envelope:

Document Pages: 2

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Porsha Ullrich

110 SE Watula Avenue City Hall, Third Floor Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

**Record Tracking** 

Status: Original

4/23/2025 4:53:16 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Porsha Ullrich pullrich@ocalafl.gov

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: Docusign

**Signer Events** 

William E. Sexton wsexton@ocalafl.org

City Attorney City of Ocala

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 2

Initials: 0

William E. Sexton

B07DCFC4E86E429...

Signature Adoption: Pre-selected Style Using IP Address; 216,255,240,104

**Timestamp** 

Sent: 4/23/2025 4:56:34 PM Viewed: 4/29/2025 9:24:58 AM Signed: 4/29/2025 9:25:37 AM

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Ken Whitehead

kwhitehead@ocalafl.org Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication

(None)

---- DocuSigned by:

Ken Whitehead

---- 6677F71E38874F4...

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 4/29/2025 9:25:38 AM Viewed: 4/29/2025 10:03:36 AM Signed: 4/29/2025 10:05:03 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

**Timestamp** 

**Editor Delivery Events** 

**Status** 

Timestamp

**Agent Delivery Events** 

Status

Timestamp

Timestamp

**Intermediary Delivery Events** 

Status

Timestamp

**Certified Delivery Events** 

Status

**Carbon Copy Events** 

Status

Timestamp

**Witness Events** 

Signature

**Timestamp** 

**Notary Events** 

Signature

**Timestamp** 

**Envelope Summary Events** 

**Status** 

Timestamps

## **Envelope Summary Events**

Envelope Sent Certified Delivered Signing Complete Completed

# **Payment Events**

## Status

Hashed/Encrypted Security Checked Security Checked Security Checked

## Status

## **Timestamps**

4/23/2025 4:56:35 PM 4/29/2025 10:03:36 AM 4/29/2025 10:05:03 AM 4/29/2025 10:05:03 AM

## **Timestamps**

## CERTIFICATE OF COVERAGE

ISSUED ON: 05/05/2025

### COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST

PACKAGE AGREEMENT NUMBER: PX FL1 0422004 24-23

COVERAGE PERIOD: 10/01/2024 TO 10/01/2025 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder

The School Board of Marion County

1614 East Fort King St Ocala, FL 34471-2212 Designated Member

City of Ocala

110 SE Watula Ave., 3rd Floor

Ocala, FL 34471

#### LIABILITY COVERAGE

X Comprehensive General Liability, Bodily Injury, Property Damage

and Personal Injury: Limit \$1,000,000

\$200,000/\$300,000 SIR Deductible

X Employee Benefits Liability Limit \$1,000,000

\$200,000/\$300,000 SIR Deductible

X Employment Practices Liability

Limit \$1,000,000 \$200,000 SIR Deductible

X Public Officials Liability Limit \$1,000,000

\$200,000 SIR Deductible

X Law Enforcement Liability

Limit \$1,000,000 \$200,000/\$300,000 SIR Deductible

#### WORKERS' COMPENSATION COVERAGE WC AGREEMENT NUMBER:

X Self Insured Workers' Compensation \$500,000

X Statutory Workers' Compensation

X Employers Liability

\$1,000,000 Each Accident \$1,000,000 By Disease

\$1,000,000 Aggregate Disease

#### PROPERTY COVERAGE

X Buildings & Personal Property

\$25,000 Deductible Limit: Per schedule on file with Trust

Note: See coverage agreement for wind, flood, and other deductibles.

X Rented, Borrowed and Leased Equipment

Limit: \$ 250,000

See Schedule for Deductible

X Total All other Inland Marine

Limit: \$8,931,053 TIV See Schedule for Deductible

### AUTOMOBILE COVERAGE

Automobile Liability

Deductible

All Owned

Specifically Described Autos

Non-Owned Autos

#### CRIME COVERAGE

**Employee Dishonesty** 

Limit Deductible

Forgery or Alteration Limit

Theft Disappearance & Destruction

Limit

Computer Fraud

Limit

Limit

Hired Autos

X Automobile Physical Damage

X Comprehensive See Schedule for Deductible

X Collision See Schedule for Deductible

X Hired Auto with limit of \$35,000

Garage Keepers

Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible

NOTE:Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Deductible

Deductible

Deductible

Description of Operations/ Locations/ Vehicles/Special items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy): Certificate Holder included as additional covered party with respect to the use of the MTI parking lot for the July 4th event.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above

Administrator

Public Risk Underwriters®

P.O. Box 958455

Lake Mary, FL 32795-8455

Producer Risk Management Associates, Inc.

300 North Beach Street,

Daytona Beach, FL 32114

CANCELLATIONS

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

Margaret & Grass

AUTHORIZED REPRESENTATIVE

PGIT-CERT (1/19) PRINT FORM

05/05/2025