



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: Principal Jones School MTI Phone # 671-4765

From: Tenant City of Ocala Recreation & Parks
(As it appears on the Insurance Certificate)

Contact Amy Casaletto Phone 368-5517
(Individual)

Address 828 NE 8th Ave acasaletto@ocalafl.org
(Street) (City) (State) (Zip Code) (email)

The use of your facility is requested and the following information submitted:
It is understood that Tenant assumes responsibility for any property damage caused directly or indirectly by its usage. The Tenant agrees to pay the charges as listed below.

Dates Requested Thursday July 4, 2024

Times 4-11 pm

Areas Requested Parking lots

Purposes July 4th Shuttle Service Number 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 interfere 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 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. BLOODBORNE PATHOGENS: 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.

5. **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 School Board. It is further understood and agreed that the undersigned will provide, concurrently with 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.

Approved as to form and legality:
William E. Saylor
Assistant City Manager

Designed by:
Ken Whitehead
Signed (Tenant- Authorized Individual)

Ken Whitehead
Print Name (Tenant- Authorized Individual)

Charges	
\$ _____	Rental Fee (Subject to Sales Tax)
\$ _____	Sales Tax (if exempt attach certificate)
\$ _____	Utility Charges (_____ # of Hrs x \$ _____ per hour)
\$ _____	Custodial Fee (_____ # of Hrs x \$30.00 per hour/or contracted amount) (Minimum 2-hour requirement)
\$ _____	Supervisory Fee (_____ # of Hrs x \$ _____ per hour) (Larger events may require 2 supervisors) (Minimum 2-hour requirement)
\$ _____	TOTAL Cost - Check payable to Marion County School Board
\$ _____	Damage Deposit (held by School) (Separate Check payable to Marion County School Board) (Minimum 25% of Total Rental Fees)

All fees must accompany submission of Rental of Facilities Agreement ten (10) working days prior to event.

Rental of school facilities by the Tenant has my authorization, in accordance with School Board Policy 9.30.

The charges are as indicated above and the following documentation is being submitted:

1. Copy of tax-exempt certificate if Tenant is a tax-exempt organization
2. Certificate of Insurance (COI) and applicable policy endorsements with Marion County School Board as additional named insured. Policy Expires 10-1-24 **ON FILE**
3. Copy of signed agreement from licensed law enforcement providing security if number in attendance will exceed 300.

Signed: [Signature]
Principal (Lessor)

Approved Not Approved Date: 4-19-24 Signed: [Signature] **DAVID K. HERLIHY**

Certificate Of Completion

Envelope Id: 4CC7D1F5D171438290C8C3296C01740F
 Subject: FOR SIGNATURE - Agreement for MTI Parking Lot Use-July 4th (REC/240536)
 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

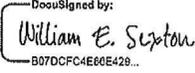
Record Tracking

Status: Original 3/13/2024 12:26:32 PM	Holder: Porsha Ullrich pullrich@ocalafl.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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

Timestamp

Sent: 3/13/2024 12:47:36 PM
 Resent: 3/25/2024 12:11:15 PM
 Viewed: 3/26/2024 1:27:22 PM
 Signed: 4/11/2024 3:54:49 PM

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:

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

Sent: 4/11/2024 3:54:50 PM
 Viewed: 4/15/2024 8:18:47 AM
 Signed: 4/15/2024 8:19:38 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
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events**Status****Timestamps**

Envelope Sent	Hashed/Encrypted	3/13/2024 12:47:36 PM
Envelope Updated	Security Checked	3/25/2024 12:11:14 PM
Envelope Updated	Security Checked	3/25/2024 12:11:14 PM
Envelope Updated	Security Checked	4/9/2024 9:37:15 AM
Envelope Updated	Security Checked	4/9/2024 9:37:15 AM
Envelope Updated	Security Checked	4/9/2024 9:37:15 AM
Certified Delivered	Security Checked	4/15/2024 8:18:47 AM
Signing Complete	Security Checked	4/15/2024 8:19:38 AM
Completed	Security Checked	4/15/2024 8:19:38 AM

Payment Events**Status****Timestamps**