



RENTAL OF FACILITIES AGREEMENT

CONTRACT# REC/250885

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 and Parks
(As it appears on the Certificate of Liability Insurance)

Contact Brooke Perry or Amy Casaletto Phone 352-368-5517
(Individual)

Address 828 NE 8th Ave Ocala 34470 acasaletto@ocalafl.gov
(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.

Date(s) Requested (MM/DD/YYYY) Saturday 11/22/2025

Times (HH:MM – HH:MM) 2:00 - 9:00pm

Areas Requested Parking lots

Purpose Shuttle Service for Light up Ocala 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 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. **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 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.

Approved as to form and Legality:

Signed by:

 William E. Sexton, City Attorney

DocuSigned by:

 5677F71E38874F4
 Signed (Tenant- Authorized Individual) 8/15/2025
 Ken Whitehead Date
 Print Name (Tenant- Authorized Individual)

Rental of school facilities by the above Tenant has my authorization, in accordance with School Board Policy 7510.

Signed/Date: _____
 Principal (Lessor)

These sections to be completed by the MCPS Office of Operations.

Charges

- \$ 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 **\$30.00** per hour/or contracted amount)
 (Minimum 2-hour requirement)
- \$ X _____ Supervisory Fee (_____ # of Hrs x \$ _____ per hour) (Larger events may require 2 supervisors)
 (Minimum 2-hour requirement)
- \$ X _____ **TOTAL Cost - Check payable to School Board of Marion County, FL**
- \$ X _____ Damage Deposit (**held by School**) (**Separate Check payable to School Board of Marion County, FL**)
 (Minimum 25% of Rental Fee)

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

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 **The School Board of Marion County, FL** as additional named insured. Policy Expires _____
- ____ 3. Copy of signed agreement from licensed law enforcement providing security if number in attendance exceeds 300.

Approved/Not Approved Date: _____ Signed: _____

Certificate Of Completion

Envelope Id: C629E07B-71E2-4552-AB8A-8B2188C1A506

Subject: FOR SIGNATURE - MTI Parking Lot Use Agreement_ Light Up Ocala 2025 (REC/250885)

Source Envelope:

Document Pages: 2

Certificate Pages: 5

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

8/7/2025 10:50:34 AM

Security Appliance Status: Connected

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Holder: Porsha Ullrich

pullrich@ocalafl.gov

Pool: StateLocal

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: Docusign

Signer Events

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signature

Signed by:

William E. Sexton, Esq.

4A55AB8A8ED04F3...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 8/7/2025 11:02:59 AM

Viewed: 8/15/2025 1:05:34 PM

Signed: 8/15/2025 1:06:29 PM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

Ken Whitehead

5677F71E38874F4...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 8/15/2025 1:06:30 PM

Viewed: 8/15/2025 4:36:46 PM

Signed: 8/15/2025 4:37:09 PM

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	8/7/2025 11:02:59 AM
Certified Delivered	Security Checked	8/15/2025 4:36:46 PM
Signing Complete	Security Checked	8/15/2025 4:37:09 PM
Completed	Security Checked	8/15/2025 4:37:09 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.