



SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FACILITY USE CONDITIONS AND AGREEMENT

As of January 20, 2022

Event _____

Event Date(s) _____

User (legal entity) _____

Authorized Person _____

Address _____

City _____ State _____ Zip _____

Phone Numbers _____

In consideration of the use of the facilities provided by Solid Waste Authority of Palm Beach County, hereinafter called **AUTHORITY**, _____, (legally responsible entity/person) hereinafter called **USER**, agrees to strictly adhere to the following conditions:

POINT OF CONTACT:

1. For the AUTHORITY, the designated Point of Contact is _____ (name). The point of Contact may be reached at _____ (phone number), or _____ (email address). All communication with the AUTHORITY shall be with the Point of Contact unless otherwise specifically authorized.
2. For the USER, the designated Point of Contact is _____ (name). The Point of Contact may be reached at _____ (phone number), or _____ (email address). All communication with the USER shall be with the Point of Contact unless otherwise specifically authorized.

CONDITIONS:

1. Approval for use of AUTHORITY facilities is at the sole and unfettered discretion of the AUTHORITY.
2. Requests for use of AUTHORITY facilities must be received (15) days in advance of the event date. Approval for use will be on a first-come first-served basis, depending on space availability. All reservations will occur through the AUTHORITY.
3. Reservations requests for a facility may be made up to six months in advance and must be made in writing. A USER may reserve the facility for up to twelve monthly meetings. USERS shall confirm reservations at least one

(1) month in advance of the reserved date.

4. A Certificate of Insurance, security, and additional requirements may be required for some events, programs, activities, and meetings. Certificates of Insurance, if requested, must have at least the minimum coverage listed in Exhibit A. The Certificate must name the Solid Waste Authority of PBC as Additional Insured based on the activity and/or number of participants. A Certificate of Insurance reflecting this must be provided to SWA at least 15 days prior to the event and approved by the Authority in writing prior to the start of the event.
5. If deemed necessary by the AUTHORITY, a USER may be requested to submit in writing details of their organization, an explanation of the nature of the event, agenda, the number of guests expected, and any special needs or requirements. The AUTHORITY reserves the right to deny use of a facility which right shall be exercised in its sole and unfettered discretion.
6. Requests for use of the facility must be made by a person over the age of 18 years and have ability to legally bind the USER to the terms and conditions of this Agreement.
7. The USER's use of the facility shall not interfere with the normal operations of the AUTHORITY facility.
8. A USER shall have all required local, state, and federal licensing for any activities associated with the activities conducted at the facility.
9. Any event may be cancelled, by the AUTHORITY, with no refund or prorating of fees if the event participants do not strictly adhere to the Facility rules.
10. The facility is under the exclusive control of the AUTHORITY. AUTHORITY employees may enforce all conditions governing the use of the facility.
11. Any Conditions of this permit may be amended or modified only by a Designee of the Authority.

USERS RESPONSIBILITIES:

1. The USER is responsible to return the facility in the same condition as found, which includes:
 - a. Removing all additional equipment from the facility
 - b. sweeping/mopping floors,
 - c. wiping tables,
 - d. placing trash in bags and leaving in a container outside the building.
2. Tables and chairs may be available, but the USER is responsible for set-up, break-down, and replacement of tables and chairs in their original position at the end of the event.
3. USER is responsible for reporting any facility damage to AUTHORITY's Point of Contact immediately.
4. USER is solely and exclusively responsible and liable for all accidents or injuries to persons or property resulting from their rental and use of the facility.
5. User will indemnify and hold the AUTHORITY harmless from any and all liabilities, losses or damages the Authority may suffer as a result of claims, demands, costs or judgments against the Authority arising out or related to USER's use of the facilities. This indemnification is specifically intended by the parties hereto to be without limitation and interpreted broadly to accomplish this intended purpose.

DAMAGE AND DEPOSITS:

1. The USER will be responsible for the replacement or repair of any part of the building, its contents, and surrounding area (including landscaping and grass) which becomes broken, defaced, or damaged as a result of the USER's event.

2. Damage fees are assessed in the following situations or as deemed necessary by the AUTHORITY.
 - a. Removal of carpet or tile stains requiring more than standard extraction or cleaning methods.
 - b. Stains on the walls.
 - c. Broken furniture or equipment.
 - d. Defacement or vandalism of any part of the interior or exterior of the building.
 - e. Damage created by improper use of equipment or non-compliance with facility rules.
 - f. Equipment found to be missing as a result of a group using the facility.
 - g. Police/Fire called for an emergency or a disturbance.
3. Damage fees are based on replacement or repair costs incurred by the AUTHORITY and may exceed the deposit amount. The AUTHORITY may take legal action to recover these costs, and in the event it becomes necessary to do so, the User shall be responsible for all costs incurred by the AUTHORITY for doing so.
4. A post-function walkthrough will be required. AUTHORITY staff will visually inspect the facility immediately following the event with the USER. Within (3) business days, the AUTHORITY will contact the group to discuss any damage noted during the walkthrough or additional damage that was found and what course of action will be taken.

FACILITY RULES:

1. AUTHORITY reserves the right to add security officer(s) at any time during the event at the USER'S expense.
2. Decorations must be freestanding or tabletop. Nothing may be hung from walls or ceilings. Lobby furniture may not be moved.
3. The AUTHORITY facility is a non-smoking and drug-free environment. Use of tobacco products is strictly prohibited in the facility. Visitors that wish to use tobacco products may do so outside of the facility.
4. Alcoholic beverages are prohibited on the premises.
5. The USER'S Point of Contact is required to attend all events and remain on the premises until all attendees have left and will walk through the facility with AUTHORITY staff prior to leaving.
6. If an event continues after scheduled ending time without approval by AUTHORITY, the USER shall be subject to appropriate overtime rates and charges. Facility hours are 8:00am – 9:30pm Monday through Friday. These are normal operating hours and will only be extended with the approval of the AUTHORITY.
7. Fees will only be accepted during office hours at the Solid Waste Authority of PBC, Administration Building, 7501 N. Jog Road, West Palm Beach, FL 33412. They may also be mailed to that address.
8. Parking is allowed only in designated facility parking spaces.
9. The USER is responsible solely and exclusively for the actions of all guests in attendance at the event.
10. Any activity in the AUTHORITY facility will be conducted according to applicable laws, rules, regulations, and city and county ordinances.
11. No events are permitted on the following holidays:
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 For any other SWA holidays, an overtime fee may be assessed and will be determined by the AUTHORITY.
12. No pets, animals or livestock are allowed within the facility except for guide or service dogs, unless prior

approval is obtained from the AUTHORITY.

13. The use of any type of incendiary materials, including fog machines, is strictly prohibited.
14. Event times must include the set-up and breakdown times.
15. Use of candles in the AUTHORITY facility is strictly prohibited. Electronic flameless candles are acceptable.
16. Fire exits may not be blocked. All exits must be kept clear and unobstructed at all times.
17. The AUTHORITY is not responsible for articles, food or materials left at the conclusion of the event. These items will be disposed of at the discretion of the AUTHORITY.

FEES:

The AUTHORITY may assess usage fees according to a fee schedule approved by a Designee of the AUTHORITY:

1. The AUTHORITY will determine the applicable fees and damage deposits after a review of a USER's application. USERS requesting the non-profit rate schedule will be required to provide documentation verifying their current non-profit status at the time of the event.
2. Additional fees may be assessed for services and/or equipment required by the group or deemed necessary by the AUTHORITY.
3. Facility use fees are due at the time of the reservation confirmation, at which time 50% of the fees will be collected. The remaining 50% will be due 10 days prior to the event date. If fees are not paid prior to 10 days before the event, AUTHORITY has the right, in its sole and unfettered discretion, to cancel said reservation with no refund. If balance is paid with less than 10 days before the event, payment will be by cash, money order or cashier's check.
4. If a reservation is cancelled within 10 days before the event date, there may be NO REFUNDS.
5. Total Fees required for this reservation are: _____.

**FEE SCHEDULE
Effective January 20, 2022**

CIVIC/NON-PROFIT FEES:

Requirements: USERS must be non-profit, organized, with regular meetings and proper current documentation.

Facility	Damage Deposit	Per Hour Fee
Central County Multipurpose Building And Education Center	\$300.00	\$30.00

PRIVATE RENTAL FEES:

For all USERS not meeting the requirement for Civic/Non-profit fee schedule.

Central County Multipurpose Building And Education Center	\$300.00	\$65.50
--	----------	---------

*All fees are subject to the Florida Department of Revenue sales tax according to Chapter 12A-1.001

Facility Use Conditions and Agreement

By my signature, I agree to comply with all rules, regulations, laws and ordinances of Solid Waste Authority of Palm Beach County regarding the rental and/or use of facilities. I also certify and affirm that I am over the age of 18 and without legal constraint and legally authorized to bind _____ to the terms and conditions of this Agreement.

Print Name of USER's Authorized Representative: _____ **Title or Role** _____

Signature of USER's Authorized Representative: _____ **Date:** _____