

SOLID WASTE AUTHORITY FACILITY USE CONDITIONS AND AGREEMENT

As of October 1, 2015

Event _____
Event Date(s) _____
Name _____
Address _____
City _____ State _____ Zip _____
Phone Number _____

In consideration of the use of the facilities provided by the Solid Waste Authority of Palm Beach County, hereinafter called **AUTHORITY**, _____, hereinafter called **USER**, agrees to 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 discretion of the **AUTHORITY**.
2. Requests for use of **AUTHORITY** must be received (15) days in advance unless approved by the **AUTHORITY**. Approval for use will be on a first-come first-served basis and depends upon space availability. All reservations will occur through the **AUTHORITY**.
3. Reservations for 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 must be submitted prior to use. 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 15 days prior to 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.
6. Requests for use of the facility must be made by a person over the age of 18 years.
7. Facility use 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 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 by the Executive Director 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 replacing tables and chairs in their original position at the end of the event.
3. USERS are responsible for reporting any damage to the AUTHORITY facility to the Point of contact immediately upon discovery.
4. USER is solely responsible and liable for all accidents or injuries to persons or property resulting from his/her 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.

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.
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 USERS 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 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 contact is required to attend all meetings 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 management, 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 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:
New Years Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve
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 with the exception of 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.
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 an Executive Director approved fee schedule:

1. The AUTHORITY will make a determination of 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 non-profit status.
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 the right 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 March 1, 2015

CIVIC/NON-PROFIT FEES:

Requirements: USERS must be non-profit, organized, with regular meetings and proper 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
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*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 in regard to the rental and/or use of facilities.

Print Name of User: _____

Signature of User: _____ **Date:** _____