

FACILITIES USE AGREEMENT
LAKE COUNTY FAIRGROUNDS AND EVENT CENTER
2101 CR 452 Eustis, Florida 32726
Phone: 352-357-9692 Fax 352-589-6094

FG-2020-_____

DATE(S) OF EVENT: _____

THIS USE AGREEMENT is made by and between LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter the “County,” and the Licensee, identified as follows, for the purposes of using the Lake County Fairgrounds and Event Center (hereinafter “Fairgrounds”) for the following Event(s):

Licensee:		Yes	No
Address:		<input type="text"/>	<input type="text"/>
	Concessions:	<input type="text"/>	<input type="text"/>
Email:	Alcoholic Beverages:	<input type="text"/>	<input type="text"/>
Telephone:	Event Catered:	<input type="text"/>	<input type="text"/>
Tax Exempt No.:			
Event Name:			
Date(s) of Event:			
(dates listed are the only dates reserved under this contract)			

FOR AND IN CONSIDERATION of a sum hereinafter specified, the Lake County Board of County Commissioners grants to the Licensee the use of the following facilities:

	Facilities and Additional Services	Estimated Charges	Actual Charges
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	Totals		

- A. County acknowledges and agrees that one-half of the estimated charges shall be paid at the time this Contract is signed. The balance of the estimated charges will be due 30 days prior to the scheduled Event. If the balance is not paid within the stated timeframe, the County will assume the Licensee has abandoned the Event and the County will retain the portion paid as liquidated damages. The hold on the Facility will then be released and the facility will be available for use by other parties. The estimated charges include a refundable deposit in the amount of \$500 which covers unanticipated charges or damages. If unused, the refundable deposit shall be returned to the Licensee within 20 days of the conclusion of the Event. The refundable deposit amount may be waived by the County if the Licensee has a demonstrated business relationship with the County and is in good standing. A demonstrated business relationship is one in which a party has (a) rented the Facility in the past on a regular basis, and (b) has timely paid all charges in full, including any post-event assessed damage charges.
- B. This Contract is intended by the parties to be the final expression of their agreement. It constitutes the full and entire understanding between the parties with respect to the subject hereof. **Oral agreements are not enforceable.**
- C. This Contract is not considered effective until the County has signed it and delivered a fully signed copy to the Licensee. **THIS CONTRACT IS VOID IF NOT FULLY SIGNED AND DELIVERED TO THE LICENSEE BY:** _____.
- D. All payments shall be made by cash or check, unless payment by credit card has been pre-approved in writing by the County.
- E. This Contract is subject to the statement of policies and regulations for the Fairgrounds, which is incorporated herein by reference and which becomes a material part of this Contract. The County reserves the right to change or modify its policies and regulations at any time. If changed or modified, the Licensee shall be provided a copy of the revisions, and such revisions shall be incorporated herein by reference and become a material part hereof. By signing this Contract, Licensee acknowledges receipt of the current statement of policies and regulations for the Fairgrounds.
- F. All sums due and owing to the County under this Contract, or any addendum thereto, shall bear interest at the rate established under Section 55.03, Florida Statutes, that is in effect at the time of default, until date of payment. The current rate of interest can be found at <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- G. The County reserves the right to terminate this Contract if the Licensee defaults under a previous Contract for use of the Fairgrounds facility. If the County exercises this option, the Licensee shall be given five days written notice of termination. If Licensee remits payments of all outstanding amounts due and owing within the five-day notice period, the County shall reinstate this Contract.
- H. The Licensee shall be responsible for filing any required federal, state and local tax returns, and for the payment of all taxes due, if any, resulting from the Licensee conducting the Event. If Licensee desires tax exemption status, proof of tax exemption including tax identification number shall be furnished at the time of execution of this Contract. When applicable, the County has the authority to collect and pay any required taxes if it is deemed to be in the best interests of the County.
- I. Walkways, sidewalks or points of ingress and egress shall not be obstructed at any time.
- J. NO WAIVERS, AMENDMENTS, ADDITIONS, MODIFICATIONS OR SUBSTITUTIONS TO THE TERMS OF THIS CONTRACT MAY BE MADE WITHOUT PRIOR APPROVAL OF THE COUNTY. THE FAIRGROUNDS PROGRAM MANAGER IS NOT AUTHORIZED TO APPROVE SUCH CHANGES.
- K. Licensee shall inform the County at least 30 days prior to the Event of the exact dates and times Licensee will need to occupy the grounds for any purpose including rehearsals. When such periods are prior to or after the date and time specified in the Contract, the facilities will be available only when and if the facility is not scheduled for use by another party on the date desired.

- L. The County reserves the right to cancel any reservation or deny any Contract or revoke any Contract previously entered into if it is determined by the County that the use of the facilities is contrary to public policy or not in the best interests of Lake County. If the County exercises its rights under this provision, the County shall give the Licensee five days written notice of termination. If Licensee provides sufficient evidence and documentation with the five-day notice period that Licensee's Event is not contrary to public policy or not in conflict with the County's best interests, the County may reinstate this Contract. The County has the sole discretion in determining whether the evidence and documentation is sufficient.
- M. Licensee shall disclose to the County at the time of execution of this Contract if Licensee's Event includes the offering of concessions, catering or the sale of alcoholic beverages. **If Licensee intends to offer alcoholic beverages at Licensee's Event, Licensee must comply with Section 3-7, Lake County Code, by obtaining the required (a) liquor license from the State of Florida, (b) liquor host liability insurance, and (c) law enforcement personnel based on number of attendees.** The County may prohibit the sale or dispensing of any item deemed to be contrary to public policy, or not in the best interests of Lake County. If at any point in time the County determines that the Licensee has not complied with Section 3-7, Lake County Code, the County may terminate this Contract for cause, and take any and all steps necessary to immediately cease all of Licensee's activity at the Fairgrounds facility.
- N. Licensee shall indemnify and hold harmless the County and its officers, agents and employees against any and all liability, and Licensee shall defend at its own expense, any action brought against Licensee or County arising out of or pertaining to this Contract. Licensee shall, at its own cost and expense, procure, pay for and maintain a policy of insurance in a company or companies acceptable to the County protecting and insuring the County against any and all liability which may result from Licensee's Event(s) or activities on the premises.
- O. Licensee shall pay for any and all damages to the Fairgrounds facility or structure, or to any of the property or equipment owned by the Fairgrounds or any other County property resulting from the occupancy or use of the Fairgrounds by the Licensee. The County shall provide the Licensee with a revised invoice at the conclusion of the Event which shall show the final charges for use of the facility, including the costs incurred by the County to repair or replace any damaged property, structures, or equipment. The Licensee shall remit the balance due within five days of the date of the invoice. Failure to pay the invoice in full entitles the County to pursue its legal rights to enforce the terms of this Contract. Failure to pay may result in the Licensee's suspension from any further use of Fairgrounds until such amounts are paid in full and may also include the termination of any other existing Contracts for use of the Fairgrounds as set forth under paragraph H above.
- P. The County has the right to enter the Fairgrounds premises at any time.
- Q. The County shall not be responsible for any loss or damage to any property of the Licensee, Licensee's employees, agents, contractors, invitees or guests, caused by theft, fire, riot, strikes, acts of God or other causes of whatever nature or kind.
- R. The Licensee agrees and acknowledges that this Contract is personal to Licensee, and as such, Licensee may not assign Licensee's rights hereunder without the prior written consent of the County. Any assignee approved by the County shall be bound by the terms and conditions of this Contract, and the Fairground and Event Center Policy and Regulations.
- S. Any matters not herein expressly provided for shall be decided by the County, in the County's sole discretion.
- T. Property owned by the County, including any equipment, fixtures, and personal property located at the Fairgrounds facility shall not be removed from premises. Licensee shall not use any of County's equipment normally kept or used inside a Fairground's building outside of such building without first having the prior written approval of the County. All equipment and effects belonging to the Licensee, its agents or performers shall be removed within 24 hours after this License expires. Exceptions may be made with the approval of the County. The County has the right to remove and store any such equipment and effects, and Licensee shall be charged for its storage at a rate established by the County. Any equipment or effects left on the Premises by the Licensee for more than 10 days after the License expires shall be deemed abandoned. Abandoned property shall be disposed of by the County as it deems fit.
- U. Licensee may post signs on the premises beginning one week before the Event; provided, however, that all signage be posted on bulletin boards and marquees provided on the premises for such use. Informational and directional signs may also be posted by Licensee so long as the posting of such signage does not damage the County's buildings or property. All advertising must relate to the Event taking place on the premises. Advertising on the grounds must have prior written approval of the County and may not be distributed or circulated on parking facilities or sidewalks adjacent to the facilities.
- V. Occupancy of any facility at the Fairgrounds is not permitted in excess of established capacity. Final verification of the established capacity of any of the Fairgrounds facilities for a particular event must be obtained from the County.
- W. The County may re-license any portion of the facilities which becomes vacant or any area wherein the Contract therefore has been voided or cancelled by either party. If the County re-licenses because of Licensee's default, no refund will be due to Licensee.
- X. Licensee shall take the premises in "as-is" condition. Changes and alterations may be made at Licensee's expense; provided, however that Licensee first obtain written approval of any changes or alterations from the County. Licensee is required to return the premises back to its pre-Event condition at Licensee's sole cost and expense. The County may charge the Licensee for any repairs to the premises necessary due to Licensee's changes or alterations, or due to Licensee failing to return the premises to its pre-Event condition.
- Y. Should Licensee desire to cancel this Contract, and if written notification to the County is given at least two months prior to the first date possession is to be had hereunder, the County will retain one half (1/2) of the Estimated Charges paid to it as liquidated damages. If notice of cancellation is given within two months of first date possession is to be had hereunder, then the County will retain the entire sum paid to it upon execution hereof, and Licensee and County shall be relieved of any further obligations under this Contract. Liquidated damages will not be collectable when the cancellation is made by the County. All refunds must be approved in writing by the County.
- Z. Licensee must employ, at Licensee's expense, such security and safety personnel as required by the City of Eustis, or by the County, if the County's requirements are greater. Licensee shall provide to the County no later than 30 days prior to the Event: (a) an estimated number of attendees; (b) the type and number of restroom facilities to be provided; and (c) a parking plan. Where conflict arises with respect to the security and safety personnel required or approval of the same, final authority in such matters shall rest with the County. **Licensee shall comply with the security requirements of Section 3-7, Lake County Code, as it pertains to the provision of alcoholic beverages on County's property.** If the County determines that the Licensee has not provided the required security and safety personnel, the County may immediately terminate this Contract for cause, and take any and all steps necessary to cease all of Licensee's activity at the Fairgrounds facility.
- AA. Licensee shall comply with all applicable federal, state and local laws and shall be responsible for the cost of the same. Violations by the Licensee or its employees, agents, contractors, or invitees may be grounds for termination of this Contract.
- BB. In any suit or action instituted by the County to enforce compliance with this Contract, or to collect sums due under this Contract, the County is entitled to receive costs, expenses and reasonable attorney's fees as awarded by the Court.
- CC. It is agreed that without prejudice to any other rights and remedies that may be available to the County, in the event of breach by Licensee of any provision of this Contract or any misrepresentations in securing this Contract, the County may refuse to allow the Licensee to take possession of the premises, or if Licensee is already in such possession, may stop all activities of Licensee on premises and remove Licensee therefrom.

I have read and fully understand the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have affixed their signatures as follows:

BY: _____ Date: _____

Fairgrounds and Event Center Program Manager

BY: _____ Date: _____

Authorized Officer

THIS CONTRACT IS VOID UNLESS SIGNED AND ALL COPIES RETURNED WITH DEPOSIT ON OR BEFORE:

DATE