

ESCAMBIA COUNTY 4-H LIVESTOCK FACILITY
5701 HIGHWAY 99, MOLINO, FL 32577
850-475-5230

RESERVATION GUIDELINES FOR NON-EXTENSION GROUPS

1. RESERVATIONS

- Request approval for hosting an event at the Escambia County 4-H Livestock Facility by filling out the Livestock Facility Use Agreement and Event Hold Harmless Agreement, found online at [Escambia Extension Web Site](#) and return to the Administrative Supervisor at shendrix@ufl.edu or by mail or in person to 3740 Stefani Road, Cantonment, FL 32533. Reservations and payment must be made 30 days in advance of event.

2. GENERAL RULES

- Escambia County 4-H has sole discretion over all proposed uses/events also and has the right of first priority for booking dates for 4-H events.
- Jump houses require a General Liability Policy from the vendor listing Escambia County, Escambia County 4-H Foundation, Inc., and the University of Florida Trustees as additional insureds.
- 4-H reserves the right to cancel.
- 4-H reserves the right to cancel any scheduled event during the time of pending or actual emergencies/natural disasters (e.g. hurricanes). In the event of cancellation under these circumstances, the full amount of deposit and rental fee will be refunded, and an attempt made to reschedule event.
- If a live band or loud music will be playing, a Noise Ordinance Waiver will need to be applied for. Contact Building Inspections at 595-3550 or by email at buildinginspections@myescambia.com.
- The only cooking equipment allowed on the property is a grill, either gas or charcoal. Licensee is responsible for disposing of coal into 55-gallon steel drum on the site.
- All events require proof of \$1M General Liability Event insurance policy listing Escambia County, Escambia County 4-H Foundation, Inc., and the University of Florida Trustees as additional insureds. Liability policies can be purchased from most insurance agencies. All insurance carriers must be rated "A Minus VII" or higher by the most recently published edition of A.M. Best Rating Code.
- Facility use includes use of the livestock facilities (large pole barn and two smaller barns) and bathrooms, up to 220 people. Larger groups will require an additional fee for ADA compliant portable toilets and an extra trash receptacle onsite.
- Limited number of tables and chairs are available for use. Licensee is responsible for setup and take down.
- Any tents over 30' x 30' will require Fire Marshal approval. See [Escambia County Fire Marshall](#) for permit application.
- No fireworks permitted.
- No alcohol allowed on the property.
- No open fires, i.e. camp fires, bon fires, etc.
- Possession of firearms is prohibited.
- No political meetings nor display or distribution of political campaign info is permitted.
- No internet service is provided.
- 110-volt electrical outlets are available at the pole barns.

GENERAL RULES CONTINUED:

- All checks should be made payable to Escambia County.
- No ice is available at the facility.
- Groups renting the facility should provide their own first aid kits and/or health professional for the event.
- Adult supervision of all youth during rental/use of facility is required at all time. NO EXCEPTIONS!
- Turn off lights in barns prior to leaving facility.
- Ensure all trash is picked up and placed in trash receptacle.
- Ensure no water faucets or hydrants are left running.
- Do not move or disassemble paneling in large barn.
- No items should be permanently nailed, screwed, or glued to any surface.
- No paint or colored chalk may be applied to any surface.
- DO NOT attempt to repair any broken device, appliance, or utility system. (If an item is broken and may cause harm, please contact Extension staff ASAP.)
- Ensure front and side access gates are closed and locked prior to leaving facility.
- An inventory of all tables, chairs, panels, and picnic tables will be recorded. Any lost or severely damaged items will be discounted towards security deposit.
- No vehicles should be left on the property and will be subject to towing.
- No sound system is provided.
- All decorations should be removed at the end of the event.
- Parking should be confined to grassy area adjacent to barns.
- LICENSEES ARE ENCOURAGED TO VISIT WITH 4-H STAFF ONSITE TO DISCUSS THE EVENT.

3. TIMELINE

- **At least 30 days in advance of the event:**
 - a. Events must be booked at least 30 days in advance. To hold the date on our calendar the following must be received by our office at 3740 Stefani Road:
 - i. Returned signed Facility Use Agreement.
 - ii. Deposit of \$150 PLUS entire Facility Fee. (Make check payable to Escambia County.)
- **At least 21 days in advance of event:**
 - a. Submit proof of insurance listing Escambia County, Escambia County 4-H Foundation, Inc., and the University of Florida Trustees as additional insureds.
 - b. Provide any other necessary permits, prep requirements, and the event schedule to the Administrative Supervisor at 3740 Stefani Road, Cantonment, FL 32533.
- **Day before the event:**
 - a. Gate key must be picked up from the Extension Office at 3740 Stefani Road the last business day before the event, between the hours of 8:00 am-4:00 pm.
- **After the event:**
 - a. Gate key must be returned to the Extension office by 4:00 pm on the next business day following the event in order to receive refund of Deposit.
 - b. Cleanup after the event is the responsibility of the Licensee. Digital timestamped pictures will be taken before and after event.
 - c. Missing property, damages, breakages, or cleanup required beyond the Deposit will be billed to the person signing the rental agreement.

****DATES WILL NOT BE HELD UNTIL THE SIGNED AGREEMENT AND FEES ARE RECEIVED****

ESCAMBIA COUNTY 4-H LIVESTOCK FACILITY FEE

(FOR UP TO 220 PEOPLE)

Full Day: 8:00 am – 10:00 pm (Mon.-Thur.) \$376.25 (includes tax)

Full Day: 8:00 am – 10:00 pm (Fri.-Sun.) \$430.00 (includes tax)

Licensee's Initials

ESCAMBIA COUNTY 4-H LIVESTOCK FACILITY

USE AGREEMENT

The Facility Use Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20____, by and between Escambia County, a political subdivision of the State of Florida, whose address is Escambia County Extension Services, 3740 Stefani Road, Cantonment, FL 32533, Escambia County, and

Name of Organization/User: _____ ("Licensee")

Address: _____

City, State, Zip: _____

Phone: Day () _____ Evening () _____

Representative's Name: _____
(If Licensee is a group)

Email Address: _____

This Agreement is entered into for the purpose of using selected facilities of the Escambia County 4-H Livestock Area property located at 5701 Highway 99, Molino, FL 32577 ("the Facility") for

_____ Type of Event
On _____ from _____ to _____
Date start time end time

How many attendees expected? _____

This permit to the Facility is granted to the Licensee subject to the following rules and regulations, and the acceptance and use thereof by the Licensee. It is an Agreement by the Licensee to comply with all the terms and conditions herein set forth, together with all the rules and procedures established by Escambia County. Escambia County reserves the right to adjust or change the charges and rates of this Agreement at any time to accommodate special requirements by the Licensee.

RULES AND REGULATIONS

1. Use Fees.

- Please see the attached Escambia County 4-H Livestock Facility Fee Structure, which is incorporated hereto and made a part of this Agreement.

2. Deposit and Facility Fees.

- Deposit and Facility Fee must be paid 30 days in advance of Event in order to hold the date on the Facility calendar and as a guarantee that the Licensee will comply with terms as set forth in the Agreement.

3. Event Cancellation Policy.

- If the Event is cancelled more than 14 days prior, both the Deposit Fee and the Facility Fee will be refunded to the Licensee by the Clerk's Office. If the Event is cancelled within 14 days of Event date, the Facility Fee only will be refunded to the Licensee by the Clerk's Office. Refunds may take 7-10 days to be received.

4. General Regulations for all activities.

- At the discretion of Escambia County, some events may be required to have security and/or police protection. Said protection shall be at the Licensee's expense and shall meet the prior approval of Escambia County.
- Licensee agrees to operate as an independent contractor and to hold Escambia County free from any and all liabilities or obligations arising out of the event being conducted. It is specifically understood between Licensee and Escambia County that the above statement shall be interpreted in a manner that will hold Licensee solely liable to the exclusion of Escambia County for any liability on the part of Escambia County in any situation whereby any participant, attendant, mechanic, steward, timing official, announcer, corner men, musician, singer, animal handler, official, or any other person employed by or doing volunteer work for the Licensee in the scheduled activity is injured by any other participant, attendant, mechanic, steward, timing official, announcer, corner men, musician, singer, animal handler, official, patrol or spectator, or any other person employed by or doing volunteer work for the Licensee.
- All decorations and arrangements provided by Licensee at the Facility must be in compliance with
- applicable state fire codes and be approved by Escambia County 4-H prior to installation.
- All repairs, alterations, installations, and construction required by the Licensee shall be done only with the prior approval of Escambia County 4-H at the Licensee's expense. The Licensee shall ensure that all federal, state, and local laws, regulations and ordinances are complied with, including, but not limited to: (a) the Occupational Safety and Health Act Construction Industry Standards; and (b) the 1991 Americans with Disabilities Act, and as subsequently amended.
- Nothing in the Agreement shall be construed as making the Licensee an agent or employee of Escambia County, nor as creating a relationship or a partnership or a joint venture between Escambia County and the Licensee.
- The Licensee cannot sublet, sublease, or assign any right or interest held by them under the terms of the permit without the prior written approval of Escambia County.
- The Licensee must agree to restore or pay the cost of restoring the Facility to its original condition, less depreciation occasioned by normal usage.
- All seating arrangements must be handled by the Licensee and must comply with applicable Escambia County ordinances, state law, and fire and life-safety codes.
- No alcoholic beverages shall be allowed on the premises.
- Use of fireworks is prohibited.

5. Insurance.

- During the period mutually agreed upon between Escambia County and the Licensee, the Licensee shall provide commercial general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, non-owned and hired automobiles, and contractual liability. All insurance carriers must be rated "A Minus VIII" or higher by the most recently published edition of A.M. Best Rating Code.
- Escambia County must be provided the certificates of insurance that reflects Escambia County, Escambia County 4-H Foundation, Inc., and the University of Florida Board of Regents as additional insureds. Provide original forms to: UF/IFAS Escambia County 4-H, ATTN: Administrative Supervisor, 3740 Stefani Road, Cantonment, FL 32533.
- No provision of the Agreement can be construed or in any way is intended to be construed as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.
- The Licensee agrees to not violate or knowingly or negligently permit or allow to be violated any condition of any insurance policies required by the Agreement. All insurance coverage of the Licensee must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

6. Copyright.

- The Licensee agrees to not violate or knowingly or negligently permit or allow to be violated any condition of any insurance policies required by the Agreement. All insurance coverage of the Licensee must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

7. Records.

- The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, Escambia County may, without prejudice to any right or remedy and after giving the Licensee seven (7) days' written notice, during which period the Licensee still fails to allow access to such documents, terminate this Agreement.

8. All Prior Agreements.

- This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. Headings.

- Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

_____Licensee's Initials

10. Survival.

- All other provisions, which by their inherent character, sense, and context, are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

11. Governing Law.

- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in Escambia County.

12. Interpretation.

- For the purpose of this Agreement the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industrial meanings, are used in accordance with such recognized meanings. Reference to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- If the Licensee discovers any material discrepancy, deficiency, ambiguity, error, or omission in the Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Licensee shall immediately notify Escambia County and request clarification of Escambia County's interpretation of this Agreement.
- This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

13. Severability.

- The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

14. Compliance with Laws.

- The Licensee shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Licensee shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

15. Further Documents.

- The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

16. No Waiver.

- The Licensee shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Licensee shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

17. Hold Harmless.

- For and in consideration of having been granted permission by the Escambia County Board of County Commissioners to hold an Event at the 4-H Facility, the Licensee hereby agrees to hold harmless and indemnify Escambia County, Escambia County 4-H Foundation, Inc., the University of Florida Board of Trustees, and its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents (Releasees) from any and all claims, suits, actions, damages, liability and, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this Event and/or the Facility Use Agreement.
- The Licensee also agrees to protect and hold harmless, releases from any present, past or future claims which may be asserted by Licensee, or any member of Licensee's organization or third party arising out of or occurring in connection with this Event and/or the Facility Use Agreement.

_____ Licensee's Initials

- That as the consideration of Escambia County entering into this Facility Use Agreement with the Licensee, it is agreed and understood that the Licensee shall indemnify Releasees against any and all claims or expenses or losses of any type, which are related to or arising from the participation of the Licensee in this Event and/or Facility Use Agreement. The Licensee agrees and understands that a part of said consideration for this Agreement shall include the Licensee's promise that any rights to bring suit against Releasees and any rights to compensation therefrom on any matters arising from or otherwise related to Licensee's use of the Facility and/or participation in this Event have been knowingly and willingly relinquished by the Licensee under this Agreement.
- The Licensee therefore agrees to save harmless, indemnify, and defend Releasees from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments, and liabilities, claims and related expenses in connection with the loss thereof, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damages, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss or use thereof, including environmental impairment, arising directly or indirectly on account of or arising out of the Licensee's use of the Facility and/or participation in this Event. The Licensee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Licensee agrees to pay on behalf of Releasees, as well as provide a legal defense for Releasees, both of which will be done only if and when requested by the Releasees, for all claims made. Such payment on behalf of Releasees shall be in addition to any and all other legal remedies available to Releasees and shall not be considered to be Releasees' exclusive remedy.
- Those who are hereby released shall not be stopped or otherwise barred from asserting any expressly reserved right to assert any claim or cause of action they may have against the Licensee or any others.
- This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action related to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.
- By the signature to this document, the Licensee acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms. The Licensee is authorized or holds the actual authority as the President or Vice-President of this organization to enter into this Agreement and the organization has delegated such signatory authority to me.

Licensee's Initials

IN WITNESS HEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners, signing by its County Administrator or designee, duly authorized to execute this Agreement by the Escambia County Board of County Commissioners, and Licensee signing by and through its respective President, Vice-President, or other official, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political
Subdivision of the State of Florida

By: _____
Nick Simmons, County Extension Director

Date: _____

LICENSEE:

Signature

Printed Name

WITNESSES:

1. _____
Signature

Printed Name

2. _____
Signature

Printed Name