

**Hillsborough Community College
Standard Terms and Conditions
For Facility Use**

1. The College grants to the Organization a revocable, non-exclusive license to use the premises and facilities set forth herein. Except as provided in this Agreement, the College will not be required to supply goods and services of any kind. The Organization agrees to pay all amounts as set forth in this Agreement and in the schedule of basic charges and services attached to and made a part of this Agreement. The Organization understands that the premises are part of an educational institution whose primary function is the education of students.
2. The College is not bound by this Agreement until it is fully approved and executed by the appropriate College official.
3. The Organization will be responsible for the character, acts and conduct of all invitees, participants and guests admitted to a College facility or College premises. The College reserves the right to request that the Organization remove any individual from College property. The College reserves the right to have any individual removed from College property.
4. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement. The Organization agrees to adhere to the provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and all laws protecting the rights of the disabled.
5. The Organization shall comply with all applicable federal and state laws and all local ordinances, as well as College rules and procedures. The Organization is responsible for acquiring all necessary permits and licenses where appropriate and agrees not to do or cause anything to be done on College premises that shall violate any laws, ordinances, rules or requirements. The organization will not do anything in or on any portion of the premises, or bring or keep anything, which in any way increases the conditions of or cancels or invalidates any insurance policy. The Organization will comply with the directions of College security personnel and other College officials.
6. The laws of the State of Florida will govern this Agreement.
7. All College equipment entrusted to the care of the Organization, which is lost, stolen, or damaged will be the Organization's sole responsibility, including the replacement cost, which may include cleaning expenses.
8. The Organization shall be responsible for all federal, state and local taxes, fees and other charges due as a result of payments under this Agreement. The College is not responsible for withholding any fees, taxes or other charges.
9. The Organization will not use the college's name, insignia, logo, picture or any other material that might create the impression of an association of affiliation with the College, without the prior written consent of the College. If such consent is given, the College shall have the right to review all material produced for or by the Organization, which uses the College's name, insignia, logo, picture or which creates the impression of an association or affiliation.

10. The Organization, its agents and invitees shall not:
- a. behave in an unsafe, careless or negligent manner while on College's property;
 - b. bring electrical equipment onto College grounds and connect it to electrical service without the prior written approval of the College. Equipment provided by the Organization must be removed from the College promptly following the scheduled event. If there is any delay, the removal may be made by the College at the expense of the Organization. Computer equipment shall not be connected to or make use of the campus network(s) without the prior written approval of the College;
 - c. cause any act to be done which will injure or harm any person(s) or which will deface or damage College property;
 - d. permit the use of unlawful drugs of any kind in the possession of any employee, agent or invitee of the Organization;
 - e. possess any unlawful or dangerous instrument, device or material;
 - f. post signs on College property without prior written approval. If permitted, all signs must be promptly removed following the event. Signs may not be affixed to any College sign, building or property;
 - g. use College property for any unlawful, unauthorized or offensive purpose;
 - h. take collections or make solicitation of any kind;
 - i. possess and / or consume any alcoholic beverages on College property without prior written approval by the College
 - j. use smoking / tobacco products. The College is a smoke-free environment and smoking is prohibited in all College facilities except in designated smoking areas.
11. Parking is limited to the designated parking lots. All cars must adhere to the College's parking regulations.
12. The number of occupants must be limited to the safe capacity of the room or facility as determined by the College. The Organization is required to limit attendance so as not to exceed the designated capacity of the requested facility. The College reserves the right to terminate immediately any event that exceeds the legal capacity of a facility.
13. First aid services are the responsibility of the Organization. The College has the right to require first aid personnel on site depending on the nature of the Organization's event.
14. It is required that an authorized representative of the Organization be in attendance and in charge at all times. Such representative shall identify themselves to facility management prior to the event.
15. Organizations must notify the College of any changes to the event schedule as stated in their written agreement at least forty eight (48) hours prior to the start of the event. Any notification of schedule changes given less than forty-eight (48) hours prior to the start of the event may or may not be implemented at the discretion of the College.

Users shall not alter the event schedule outside of the time restrictions set forth in the written agreement without written approval from the College. Changes may result in additional charges not anticipated in the original estimate.

16. Any and all use of decorations, scenery, exhibits, banners, posters, bleachers, platforms and any other equipment must receive prior written approval by the College before they are brought onto College grounds. Any device capable of producing an open flame is prohibited. Scenery and exhibits may be required to be appropriately flame retardant.
17. Any Organization which charges admission or conducts an activity which involves the payment of money shall be responsible for its own cash security and full compliance with the applicable laws. The College reserves the right to require Security for locations where such transactions occur, at the discretion of the College for an additional charge to the Organization.
18. The College will not enter into any Agreement with an Organization that has outstanding obligations for rentals and or services until such time as all of those obligations are satisfied.
19. If the College, its agents or employees receive or handle any property delivered to College or placed in its custody on behalf of the Organization, either prior to, during or subsequent to the term of this Agreement, the College, its agents and employees will not be liable for any loss, damage or injury to such property.
20. The Organization shall defend, indemnify and hold harmless the College, its trustees, officers, employees, agents, successors and assigns from any and all claims, suits, demands, actions, liabilities, expenses or losses whatsoever including, but not limited to, claims for property damage, persona injury and death which relate in any manner to the Organization's activities at the College. Such indemnity includes, but is not limited to, costs and legal fees incurred by the College in defense of any such claim, suit, demand, action, liability, expense or loss.
21. The Organization will maintain Comprehensive General Liability Insurance for personal injury (including death) and property damage with a combined single limit of at least \$1,000,000.00 (ONE MILLION) per occurrence and shall include contractual liability insurance covering all liability assumed by Organization under this Agreement, naming College as an additional insured.

A certificate evidencing such insurance shall be delivered to College prior to any use of facilities by Organization and shall provide that the policy shall not be terminated, cancelled or materially altered for any reason without at least ten (10) days prior written notice to the College.

Such certificate must be provided no later than ___ days prior to the Organization's event. The Agreement shall not be deemed to be completely executed until such certificate has been received by the College.

The Organization will provide College proof of adequate Worker's Compensation coverage for Organization's employees and/or appropriate accident insurance for performers / competitors or other such active participants in the Organizations event. The College reserves the right to require additional insurance as determined by College based on Organizations use of facility.

- 22. The College reserves the right to terminate this Agreement without penalty for breach by the Organization of any of the terms contained herein, or if the college determines that it is impractical to perform this Agreement due to causes beyond the reasonable control of the College.
- 23. The Organization may not assign this Agreement, in whole or in part, without the prior written consent of the College.
- 24. The Organization executes and shall perform this Agreement as an independent contractor. No acts performed or representations made, whether oral or written by the Organization with respect to third parties shall be binding on the College.
- 25. This Agreement contains the entire Agreement of the parties, Any and all modifications must be in writing, signed and dated by each party's authorized representatives.
- 26. Any matters not expressly provided for herein would be at the discretion of the Campus President or District Vice President for the campus / site where the event is scheduled.

Organization Name

Hillsborough Community College

Printed Name/Title of Organization Rep.

Printed Name of HCC Representative

Signature of Organization Representative

Signature of HCC Representative

Date Signed

Date Signed