Request for Use/Facility Use Agreement

Event Title: 

Organization (Group): 

Mailing Address: Street City ST Zip

Contact Name: Telephone: Fax:

Event Day/Date: Start Time: End Time: 

Event Purpose

Number Attending: Time needed to access site: am pm

Site Information: Brandon Dale Mabry Plant City SouthShore Ybor City GWS/TCTC/Collaboration

Building: Room Number:

Other Areas:

Equipment Requests:

Set up Request:

Special Arrangements:

Admission Charge: Yes No Request to serve: Food Beverage only Alcohol

On behalf of my group/organization, I agree to pay all fees and additional expenses for services associated with the use of HCC facilities; I will adhere to the college's rules and procedures; and I agree to HCC Facility Use terms and conditions (attached). Please provide advanced notice of required services for individuals with disabilities.

Group Representative: (print) Date:

Group Representative Signature: 

TO BE COMPLETED BY HCC

ALL COLLEGE SPONSORED EVENTS REQUIRE AN ADMINISTRATOR’S APPROVAL WITH RATIONALE ATTACHED

College sponsored - requires prior approval by Campus President and co-sponsor must be present.

Non-profit/government agency: 

Discount Fees: Additional Costs: 

HVAC $ Clean-up $ Security $ Other $ Total Fees: $

(Do not write below this line)

APPROVED HCC: Ext.: Date: 

Email: Ext.: Date: 

(Campus President/District Vice-President)
FACILITY USE TERMS AND CONDITIONS
(Attach to Hillsborough Community College Facility Use Agreement)

I. Hillsborough Community College (HCC) grants a non-exclusive revocable license to use HCC facilities/site (Facilities) to the Organization/Group (Group) as outlined in the HCC Request for Use/Facility Use Agreement Form. HCC will not provide any services/equipment unless included on the Facilities Request Form.

II. In order to use HCC Facilities as outlined in the Facilities Request Form, Group agrees to the following HCC Facility Use Terms and Conditions:

A. To pay all charges and fees to HCC for using HCC facilities, equipment and services. A Group that has outstanding obligations for fees or services to use HCC facilities will not be permitted to use HCC facilities until such time as all of those obligations are satisfied.

B. To be responsible for the character, acts and conduct of all their employees, invitees, participants and guests admitted to an HCC facility/site. HCC reserves the right to remove any individual from HCC property.

C. To comply with all applicable federal and state laws and all local ordinances, as well as HCC rules and procedures.

D. To ensure that no one is excluded from participation in or subjected to discrimination on the basis of disability, age, race, color, religion, sex, national origin, ethnicity, veteran status or any other classification protected by federal or state laws. The Group 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.

E. To be responsible for acquiring all necessary permits and licenses required for your event and to agree not to do or cause anything to be done on HCC property that shall violate any laws, ordinances, rules or requirements, or which in any way increases the conditions of or cancels or invalidates any insurance policy.

F. To comply with the directions of HCC public safety personnel and other HCC officials. HCC may require additional security or law enforcement personnel and those costs will be added to final Facility use charges.

G. To be responsible for all HCC equipment, which is lost, stolen or damaged. The Group will be responsible for damages including the replacement cost, as well as cleaning expenses.

H. The User agrees to pay to HCC, upon execution of the Agreement or thirty (30) days prior to the reservation date whichever is later, the estimated charges for the use of facilities and services, plus any applicable taxes.

I. To only use HCC’s name, insignia, logo, picture or any other material with prior written HCC approval. HCC requires prior review of all material produced, which uses the HCC’s name, insignia, logo or picture.

J. To be responsible for your own employees, agents and invitees and to ensure that they use HCC facilities in a safe and careful manner.

K. To request prior written approval to bring any electrical equipment onto HCC grounds and connect it to electrical service. All Group equipment must be removed from HCC promptly following the scheduled event. If there is any delay, HCC may remove Group equipment at Group’s expense.
Computer equipment shall not be connected to or make use of the campus network(s) without the prior written approval of HCC.

L. To park only in designated parking lots. All cars must adhere to the HCC’s parking regulations. No overnight parking or camping on HCC property is permitted without prior written campus approval.

M. To limit the number of occupants to the safe capacity of the room or facility as determined by HCC. The Group will not exceed the designated facility/room capacity. HCC reserves the right to terminate an event immediately if the event exceeds the legal capacity of a room/facility.

N. To provide first aid services. HCC may require the Group to provide first aid personnel on site depending on the nature of the event.

O. To provide an authorized representative who will be in attendance and in charge of your event at all times.

P. To notify HCC of any event changes at least forty-eight (48) hours prior to the start of the event. Approval of all changes is at HCC’s sole discretion. Any changes may result in additional charges not anticipated in the original estimate. At the conclusion of the event, the College may find it necessary to provide Group with a Final Settlement invoice indicating any additional charges due to HCC. The Final Settlement will be prepared and presented no later than five (5) business days after the completion of the event.

Q. To get HCC prior written approval for all use of decorations, scenery, exhibits, banners, posters, bleachers, platforms and any other equipment. Any device capable of producing an open flame is prohibited (does not include chafing dishes, candles, etc.). Scenery and exhibits may be required to be appropriately flame retardant.

R. To provide your own cash security when admission is charged or an activity that involves the payment of money. HCC reserves the right to require HCC public safety officers and/or law enforcement officers for locations where such transactions occur, at HCC’s sole discretion. Charges incurred for additional security will be passed on to the Group.

S. No possession of any unlawful or dangerous instrument, device or material. Nothing will be done which will injure or harm any person(s) or damage HCC property or use HCC property for any unlawful, unauthorized or offensive purpose.

T. No use or possession of unlawful drugs on HCC property. No possession or use of any alcoholic beverages is permitted without prior written HCC approval.

U. No signs may be posted on HCC property without prior written HCC approval. All signs must be promptly removed following the event. Signs may not be affixed to any HCC sign, building or property.

V. No collections or solicitation is permitted without HCC approval.

W. HCC is a tobacco-free institution. Tobacco use is prohibited on all HCC property and in all facilities owned or leased by HCC, including all vehicles.

III. INDEMNIFICATION—The Group shall defend, indemnify and hold harmless HCC, 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, personal injury and death which relate in any manner to the Group’s activities at HCC. Such indemnity includes, but is not limited to, costs and legal fees incurred by HCC in defense of any such claim, suit, demand, action, liability, expense or loss. If HCC, its agents or employees receive or handle any property delivered to HCC or placed in its custody on behalf of the Group, either prior to, during or subsequent to the term of this event, HCC, its agents and employees will not be liable for any loss, damage or injury to such property.

To the extent authorized by Section 768.28, Florida Statutes, HCC agrees to indemnify and hold harmless the other party, its officers, employees and agents from any and all suits, claims, demands, liability, attorney fees and court costs of any kind, which may incur from HCC’s negligence during the performance of any provisions of this Agreement. Nothing in this indemnity clause shall be construed to
require HCC to indemnify or insure the Group for its negligence or assume any liability for the Group’s negligence.

IV. INSURANCE—The Group will maintain Comprehensive General Liability Insurance for at least ONE MILLION DOLLARS ($1,000,000.00) per occurrence and shall include contractual liability insurance covering all liability assumed by Group under this Agreement, naming the District Board of Trustees, Hillsborough Community College as an additional insured.

A. A certificate of insurance evidencing such insurance shall be delivered to HCC prior to any use of facilities by Group 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 HCC.

B. The Group will provide HCC proof of adequate Worker’s Compensation coverage in accordance with State of Florida requirements. HCC reserves the right to require additional insurance as determined by HCC based on the Group’s use of facility.

C. Questions concerning HCC insurance requirements should be directed to the HCC Office of Risk Management at 813.253.7569, or hccriskmgmt@hccfl.edu.

D. State or federal agencies or subsidiaries are only required to provide proof of insurance. Indicate on Facility Use Agreement if government agency for insurance purposes.

V. TERMINATION—HCC reserves the right to terminate this Facility Use Agreement without penalty for breach of any of the terms contained in this Agreement, or in HCC’s sole discretion if HCC determines that it is impractical to perform this Agreement due to causes beyond the reasonable control of HCC.

VI. GENERAL TERMS

A. The Group may not assign this Agreement, in whole or in part, without the prior written consent of HCC.

B. The Group is an independent contractor. No acts performed or representations made, whether oral or written by the Group with respect to third parties shall be binding on HCC.

C. 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.

D. Any matters not expressly provided for herein would be at the discretion of the HCC Campus President/District VP for the campus/site where the event is scheduled.

E. The Group representative signing on behalf of the Group has the authority to sign the Request for Use/Facility Use Agreement on behalf of the Group and these terms and conditions are binding on the Group.

F. HCC is not bound by this Agreement until it is fully approved an executed by the appropriate HCC official.

HCC CONTACT INFORMATION FOR FACILITY USE IS:

Name: ________________________________
Campus: ______________________________
Phone No.: ____________________________
Email Address: _________________________

(Updated 05/07/14)