



**FACILITY USE AGREEMENT – EXTERNAL CLIENT**

Name of Organization:

Organization Point of Contact:

Telephone:

Email Invoice Should Be Sent To:

Billing Address:

Address

City

State

Zip Code

Is this organization a 501(c)(3) or tax-exempt entity? Please state which or N/A:

Copy of certificate must be submitted at time of contracting of services.

Commercial General Liability Coverage Amount:

Auto Liability Coverage Amount (N/A if not applicable):

Workers Compensation Coverage Amount (N/A if not applicable):

Umbrella Coverage Amount (N/A if not applicable):

Copy of properly addressed Certificate of Insurance must be submitted at time of contracting services.

Location of Space Reserved:

**ADDITIONAL INFORMATION**

1. The individual or organization will pay the college the amount specified in the schedule of charges and fees provided for by this contract as consideration to the college for providing said facility use and services.
2. PAYMENT OF ALL CHARGES AND FEES IS DUE NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE FIRST DATE OF USE LISTED. FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN THE CANCELLATION OF THIS CONTRACT.
3. The individuals or organization agrees to observe all regulations of Florida SouthWestern State College.
4. The individuals or organization agrees to exercise the utmost care in the use of the college facilities and to reimburse the college for any damages to the college's facilities or premises arising out of such use.
5. Written cancellation by contracting organization is required NO LATER THAN THIRTY (30) BUSINESS DAYS prior to event. Refunds will not be issued in the event of late cancellation. For events schedule with less than 30 days available for cancellation, no refund will be given.
6. The individual or organization must provide proof of insurance as outlined in the College Operating Procedure. Governmental entities must provide a Certificate of Insurance as proof of liability insurance coverage.
7. The individuals or organization (regardless of nonprofit status) will be required to cover all expenses incurred by the College which are considered to be above normal College operating expenses (e.g. custodial, security, power).

8. Individuals or organization agrees to defend and hold harmless Florida SouthWestern State College, its Trustees, officers and employees from and against any and all claims arising out of Individuals or Organizations use of College's facilities, including attorneys' fees and cost.
9. College reserves the right to reassign event to an alternate location dependent on College need. College reserves the right to cancel reservation upon not less than thirty (30) day written notice if the reserved space is reasonably required for a College related activity, function or purpose.
10. The individual or organization shall maintain commercial general liability insurance for and including District Board of Trustees, Florida SouthWestern State College, FL as an additional insured.
11. The name, logos, and trademarks of FSW, whether or not registered, are proprietary. Client will request permission of use of intellectual property prior to usage. Failure to request usage prior to advertising/marketing of event may result in Client reproduction/retraction of promotional activities at Client's expense.

**Return signed Facility Use Agreement to:**

Auxiliary Services  
 8099 College Parkway  
 Fort Myers, FL 33919  
 Event.Services@fsw.edu

The undersigned acknowledges that this facility use agreement will not be confirmed until this contract is signed by both parties and returned to Florida SouthWestern State College with any required payment, in full, for the requested services no later than five (5) days prior to event.

**DISTRICT BOARD OF TRUSTEES, FLORIDA  
 SOUTHWESTERN STATE COLLEGE, FLORIDA**

**ORGANIZATION'S AUTHORIZED AGENT**

BY: \_\_\_\_\_  
 Signature  
 Jason Dudley  
 Vice President IT & Digital Strategies/Chief  
 Information Officer

BY: \_\_\_\_\_  
 Signature  
  
 Printed Name and Title

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
 Lori Welch, Director, Risk and Contract Management

\_\_\_\_\_  
 DATE