

# FACILITY USE AGREEMENT

|  |  |  |  |
| --- | --- | --- | --- |
| Lee County Campus | Charlotte County Campus | Collier County Campus | Hendry Glades Center |
| 8099 College Parkway | 26300 Airport Road | 7505 Grand Lely Drive | 1092 E. Cowboy Way |
| Fort Myers, FL 33919 | Punta Gorda, FL 33950 | Naples, FL 34113 | LaBelle, FL 33935 |
| 239-489-9300 | 239-489-9300 | 239-489-9300 | 239-489-9300 |

Name of Organization Organization Point of Contact: Telephone: Contact Email:

Billing Address

Address City State Zip Code

Name of Event

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Is the Organization a 501(c)(3)? | Yes | No |  | (If yes, please provide a copy of certificate) |
| Is the Organization Tax Exempt? | Yes | No |  | (If yes, please provide a copy of certificate) |

Admission charge Estimated Attendance

Food to be served? Yes

No

# RESERVATION INFORMATION

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Space Assigned** | **Type of Space** | **Day(s) of Week** | **Duration of Use** | **Capacity** | **Starting time** | **Ending time** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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.

1. 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.
2. The individuals of organization agree to use Florida SouthWestern State College’s contracted food service provider for any food and beverage service provided at the event. Prior written approval from the Office of Auxiliary Services is required for any outside food and or beverage.
3. 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).
4. 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.
5. 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.
6. 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.

## SCHEDULE OF CHARGES AND FEES

**FACILITIES**:

Facility Use Fee: External Government/501(c)(3) College Sponsored $

## EVENT SERVICES:

0

Custodial Services $

Security Services $0

A/V Tech(s) Staffing $0

A/V Equipment Rental $0

Other Charges: $0

### Adjustments $0

**RISK MANAGEMENT ONLY**

INSURANCE APPROVED:

DATE:

**Subtotal** $ 0

\***Tax @ 7 %** $

**COLLEGE DEPARTMENT SPONSORSHIP (Adjustments)**

Dept. Name: Index/Account:

DATE:

**Budget Administrator**

### (\*6.5% if Lee County)

**Total Fees $** 0

**NOTE**: ***An invoice will be forwarded for the above charges and fees and are due and payable no later than five (5) business days prior to scheduled event. If payment is not received within five (5) business days of event, event will be cancelled.***

**To arrange for catering, please contact FSW Catering.**

**Phone: (239) 489-9245 Email:** [**CateringGroup@fsw.edu**](mailto:CateringGroup@fsw.edu)

# Return signed Facility Use Agreement to:

Auxiliary Services 8099 College Parkway Fort Myers, FL 33919

[Event.Services@fsw.edu](mailto: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.

# FLORIDA SOUTHWESTERN STATE COLLEGE ORGANIZATION’S AUTHORIZED AGENT

BY:

Dr. Gina Doeble, CPA

Vice President of Operations/Chief Financial Officer

DATE

BY:

Signature

Printed Name and Title

BY:

Auxiliary Services

DATE

DATE