



# CITY OF ORLANDO

## REAL ESTATE MANAGEMENT DIVISION

## FACILITY USE CONTRACT

I. Today's Date \_\_\_\_\_ Date Received by City \_\_\_\_\_

Name of Event: \_\_\_\_\_ Describe Event: \_\_\_\_\_

Applicant/Sponsor Name: \_\_\_\_\_ \*Community Based: Yes No

Address: \_\_\_\_\_ Phone: (B) \_\_\_\_\_ (H) \_\_\_\_\_  
Street City State Zip

Facility Requested: \_\_\_\_\_ Date(s): \_\_\_\_\_ Event Hours: Start End

Facility Open: From \_\_\_\_\_ a.m. To \_\_\_\_\_ a.m. No. Participants: \_\_\_\_\_ No. Spectators: \_\_\_\_\_ Total Attendance: \_\_\_\_\_  
(Set-up and Clean-Up Hours will be Charged to Facility Rental Period)

Person Responsible for Program/Charges: \_\_\_\_\_ Phone: (B) \_\_\_\_\_ (H) \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_  
Street City State Zip Signature

Describe How Event will be Promoted/Advertised: \_\_\_\_\_

Does Your Organization Have Current Insurance For These Activities? Yes No If yes, provide proof of Coverage, with City of Orlando as additional insured.

Describe Any Special Needs (Parking, Lighting, Seating, Rehearsal Time, Electrical, Equipment): \_\_\_\_\_

Will Admission Be Charged? Yes No If yes, Explain cost Per Person/Revenue Sources (Tickets, Donations, Solicitations): \_\_\_\_\_

The Following Activities/Uses May Require Permit, Fee and/or Additional Documentation. Please Check All That Apply To Your Event:

- |                                   |  |   |
|-----------------------------------|--|---|
| 1. Amplified Sound Systems _____  | 7. Amusement Rides _____                     | 13. Street, lane, Sidewalk Closure _____    |
| 2. Live or Recorded Music _____   | 8. Stages(s) _____                           | 14. Commercial Filming or Photography _____ |
| 3. Additional Power Sources _____ | 9. Parachutes _____                          | 15. Parade o Live Animals _____             |
| 4. Hot Air Balloons _____         | 10. Helicopters _____                        | 16. Tents/Banners/Signs _____               |
| 5. Inflatable Devices _____       | 11. Sales of Food, Goods, SVCS _____         | 17. Police Officers _____                   |
| 6. Fireworks/Pyrotechnics _____   | 12. Alcohol Dispenses, Sold, Permitted _____ |   |

If you checked any of the above items, list them by numbers below and provide a complete description of the activity or need.

Note: If an 18A permit is required, Licensee should contact the Orlando Police Department, (407) 246-3661 at least 30 days prior to event.

### FOR OFFICE USE ONLY

<b>II.</b>	Item Charge (To Be Completed By City)	\$ _____	
	_____	\$ _____	
	Kitchen/Other Fee	\$ _____	
	Sales Tax 6% (unless Tax Exempt)	\$ _____	_____
	Insurance Fee Due 10 day prior to event	\$ _____	Tax Exemption Number
	On _____		_____
	(City must be listed as additional insured).		Receipt No.
	Additional Personnel # hrs. _____		
	\$ _____ per hour =	\$ _____	
	Orlando Police Personnel	\$ _____	
	Sub Total =	\$ _____	
	Booking/Reservation Fee (non refundable)	\$ _____	_____
			Date Received
	*Money Order or Check for Balance due is	\$ _____	_____
	required 10 days prior event on _____		Date Refunded
	Damage/Clean Up Deposit (Refundable)	\$ _____	
	Grand Total =	\$ _____	_____
			Date Refunded

◆ MAKE CHECKS PAYABLE TO CITY OF ORLANDO ◆

**LICENSEE  
HOLD HARMLESS/INSURANCE AGREEMENT**

**III.** The Licensee shall indemnify, hold harmless and defend the City of Orlando, its officers, agents, employees and elected and appointed officials, from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees at trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the licensee's use of the facility whether by act or omission of the Licensee, its officers, agents, employees, invitees or others, or because of or due to the mere existence of the Facility Use Contract.

The Licensee shall obtain commercial general liability insurance with minimum coverage of \$500,000 bodily injury per occurrence and \$100,000 property damage, and supply a Certificate of Insurance evidencing such coverage. The City of Orlando shall be named as an additional insured which shall be noted on the Certificate. The Certificate shall indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agree to abide by the regulations governing the said activity and is responsible for charges incurred and must supply a "Certificate of Insurance" to Real Estate Management no later than ten (10) calendar days prior to program/event date.

**COPYRIGHT LAW:** Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment devices, process, or dramatic rights used on or Incorporated in the conduct of any event covered under the agreement; and licensee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by licensee in connection with this Agreement and will defend the City from any such suit or action, regardless of whether it be groundless or fraudulent.

**IV.** By signature below I agree to abide by the terms of this Facility Use Contract, including the hold harmless and insurance provisions herein. Falsification of information may result in rejection of the contract or cancellation of the event by the City of Orlando, and prosecution under Orlando City Code Section 43.16, False Information.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

THE REAL ESTATE MANAGEMENT DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.

\*Community Based Facility Use Contracts expire 90 days after approval and are subject to renewal by applicant on or before 14 days prior to expiration.

The program/event will be terminated should it create or cause any violation of Local, State, Federal, or City of Orlando laws or ordinances.

Litter resulting from the use of this facility is to be picked up and deposited in refuse containers before leaving the area or facility. Facility must be left in same condition as when rented. If not, the damage/clean-up deposit will be forfeited.

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Unit. FS 404.056(B).

**FOR OFFICE USE ONLY**

**V.** Contract Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ By Authorization of: \_\_\_\_\_

Certificate of Insurance Required: Yes \_\_\_ No \_\_\_ Date Received: \_\_\_\_\_ City Listed as Additional Insurance: Yes/No

Certificate Of Insurance Number: \_\_\_\_\_

Community Based Organization Verified: Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_ Is City Co-Sponsoring Event: Yes \_\_\_ No \_\_\_

Director/Bureau Chief Authorization to Waive Insurance: \_\_\_\_\_ Date: \_\_\_\_\_

City Employee In Charge During Event: \_\_\_\_\_ Beeper/Ph. No: \_\_\_\_\_ Supervisor: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Is 18A Public Assembly Permit Required: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, list Permit No. \_\_\_\_\_ Date Approved: \_\_\_\_\_

Alcohol Beverage Waiver: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, complete and return to Director's office.

Music Copyright Form Completed: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, complete ad return to Director's office.

**COPIES OF THIS CONTRACT PROVIDED TO (CHECK ALL THAT APPLY):**

License \_\_\_\_\_ Recreation Bureau \_\_\_\_\_ Parks Bureau \_\_\_\_\_ O.F.D. \_\_\_\_\_

Centroplex \_\_\_\_\_ Downtown Devel. Brd \_\_\_\_\_ Streets/Drainage \_\_\_\_\_ Bldg Inspection \_\_\_\_\_

Parking Bureau \_\_\_\_\_ Transp. Engineering \_\_\_\_\_ O.P.D \_\_\_\_\_ Other \_\_\_\_\_

**SUBMIT TO: City of Orlando, Real Estate Management  
400 S Orange Ave 4<sup>th</sup> Floor  
Orlando, FL 32801  
Or fax to 407-246-3712**

THE CITY OF ORLANDO IS AN EQUAL OPPORTUNITY ORGANIZATON AND DOES NOT DISCRIMINNATE ON THE BASIS OF RACE, RELIGION, COLOR, AGE, SEX, NATIONAL ORIGIN OR HANDICAPPED STATUS IN ITS FACILITY USES OR PROGRAMS.