

RENTAL TERMS

GENERAL

All applicants are responsible to comply with the rental terms specified in this policy and as may be established by the University. The University reserves the right to immediately cancel the reservation of any applicant not determined to be in compliance and assess cancellation fees.

RESPONSIBILITY

During an event, the applicant will be responsible for the conduct of all participants and care of furnishings and equipment in the facility/room.

RESPONSIBILITY FOR DAMAGES

Following the event, the University Facilities Planning & Management Department will review the physical condition of the space and determine if any damages resulted from the event and determine the cost to repair the damages. The University will provide the applicant with a written itemized description of any damages and an assessment of costs to repair said damages. The applicant will be responsible for payment of any damage assessments.

SAFETY

USF Polytechnic Event Coordinator will familiarize the applicant with the emergency exits and request that the applicant present this information to their participants at the beginning of the event.

SECURITY

Polk Community College (PCC) provides security services during normal hours of operation as described above. If the approved events occur outside the normal hours of operation, the applicant will be responsible to bear the cost of security services provided by Polk Community College as described in this policy.

PARKING

Event guests are directed to utilize the parking lots located in front of the facility. The USFP Event Coordinator will notify PCC of the date and time of the event. No special parking permits are required for approved event guests. Please note that Faculty and Staff parking areas are marked with yellow lines and a ticket will be issued for non-permitted vehicles.

PCC is responsible for supervision of security and traffic control for all events on the campus. University traffic and parking rules apply to all guests attending events on University property. If the University determines the PCC Security lack sufficient resources to support an event, the force will be augmented with off campus resources and the applicant will be notified. All costs associated with augmentation will be borne by the applicant.

Parking on the PCC/USF Polytechnic campus is not guaranteed for external events. Parking availability depends upon the number of University events and classes being held on the day of the event. Parking for PCC/USF Polytechnic faculty, students and staff will receive priority over event guests.

SMOKING POLICY

State law (*Florida Statutes 386.23*) prohibits smoking in all PCC/USF Polytechnic buildings. Smoking is permitted only in designated exterior areas.

DECORATIONS

All decorations, signage, banners, etc. intended to be temporarily displayed on any portion of the buildings or grounds require pre-approval by the USFP Event Coordinator. The University will review each display item (including the manner of hanging and/or attachment) and will advise the applicant if the item is approved. Attachment methods to interior or exterior walls that may cause damage (i.e. nailing, gluing, etc.) are strictly prohibited.

EVENT PROMOTIONAL INFORMATION AND SIGNAGE

In order for USF Polytechnic to better prepare for the event, the applicant must provide of copy of the event plan or brochure to the USFP Event Coordinator no less than two weeks prior to the event date.

The University will provide a maximum of two (2) standard non-specific SPECIAL EVENT directional signs at exterior locations at no cost to the applicant. Additional exterior directional and event announcement signs may be displayed by the applicant if approved in advance by the USFP Event Coordinator. The cost for any additional signage will be borne by the applicant.

CATERING AND SERVICE PROVIDERS

USF Polytechnic does not offer a caterer for approved events. If your event requires a caterer, the contact name and number are to be given to the USFP Event Coordinator. Table cloths (plastic) are requested for the serving tables.

ALCOHOLIC BEVERAGES

No alcoholic beverages are allowed on the PCC/USF Polytechnic campus.

INSURANCE REQUIREMENTS

All applicants are required to present written proof of insurance coverage as described below to meet University of South Florida policies. This written proof of insurance must be presented at the time of execution of the Facility Rental Agreement. If the applicant is unable to provide written proof of insurance, the University may be able to provide a contact source of insurance coverage to the applicant.

The applicant shall not commence any activities in connection with this contract until obtaining, at a minimum, all of the types of insurance enumerated below and having such insurance approved by the University. The applicant shall not allow any subcontractor or agent to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. All required insurance policies shall name the University Of South Florida Board Of Trustees, Florida Board of Governors and the State of Florida as additional named insured.

The applicant must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all of its employees connected with the work of this event and, in case any work is sublet, the applicant shall require the insurance for all of the subcontractor's or agent's employees unless such employees are covered by the protection afforded by the applicant's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the applicant shall provide, and cause each subcontractor or agent to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.

The applicant must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the applicant and its officers, employees, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the applicant or by anyone directly or indirectly employed by the applicant and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

1. Commercial General Liability: each occurrence \$250,000; each aggregate \$500,000
2. Business Auto Liability Insurance Combined Single limit \$ 500,000
3. Umbrella or Excess Liability \$1,000,000

The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any applicant's insurance policy. The payment of such deductible is solely the responsibility of the applicant obtaining the insurance.

The University is exempt from, and is in no way to be considered liable as a secondary insurance carrier for any applicant sponsored event.

RENTAL FEES

GENERAL

USF Polytechnic facilities rental fees consist of three components – the Space Rental Fee, Custodial Fee, and the Support Services Fee. Applicants are responsible to pay these fees.

All facilities rental fees are subject to applicable State and local taxes as defined by Florida Statutes, unless the applicant has not-for-profit status. To be considered for not-for-profit status, applicants must provide a Tax Exemption Certificate, indicating a federal or state tax exemption number. Failure to provide a valid Tax Exemption Certificate will result in the not-for-profit applicant being responsible to pay the rental fees applicable to for-profit applicants, plus applicable sales taxes.

All facilities rental fees are subject to a 15% University administrative cost plus applicable sales tax.

SPACE RENTAL FEE

- The Space Rental Fee represents the rental fee to occupy the space for proposed event.
- Space Rental Fee is based on half-day and full-day rates.
- Approved not-for-profit applicants are offered a reduced Space Rental Fee.
- Space Rental Fees are subject to change without notice. However, the applicant is responsible to pay the fees agreed upon as of the date of their agreement with the University.

SUPPORT SERVICES FEE

- The Support Services Fee represents a reimbursement for the cost incurred by USF Polytechnic to provide the necessary staff, equipment, materials and services to support the event.
- The Support Services Fee includes a brief demonstration by USFP staff of the AV/media equipment in the room, limited technical support for the duration of the event, and usage of the equipment for the duration of the rental agreement.
- Support Services Fees are based on half-day and full-day rates.
- The number of USFP staff attendants is determined solely by USF Polytechnic based on the number of anticipated guests for the event.
- The Support Services Fee is paid by all applicants.
- Support Services Fees are subject to change without notice. However, the applicant is responsible to pay the fees agreed upon as of the date of their agreement with the University.

CUSTODIAL FEE

- The Custodial Fee is charged whenever food is served during an event.
- The Custodial Fee represents a reimbursement for the cost incurred by USF Polytechnic to provide the necessary custodial staff, equipment, materials and services to support the event.
- The Custodial Fee includes services provided in advance of the event, periodic services during the event, and clean-up services following the event.
- Custodial Fees are subject to sales tax as prescribed by Florida Statutes.

FEE SCHEDULE

Facility	Non-Profit	For Profit and Other Users
Auditorium	\$60.00 per hour	\$120.00 per hour
Custodial Fees*	\$200.00 per day	\$200.00 per day
Support Services Fee**	See services listed below	See service listed below
LAC Classrooms	\$10.00 per hour	\$20.00 per hour
LAC Computer Labs	Based on hours/attendees	Based on hours/attendees
LTB & LLC Classrooms	\$20.00 per hour	\$35.00 per hour
LTB Computer Labs	Based on hours/attendees	Based on hours/attendees

Custodial Fees*	\$200.00 per day	\$200.00 per day
Support Services Fee**	See services listed below	See services listed below

*fees depend on clean up for food, decorations, etc.

**fees depend on time/equipment involved for set-up for the event, audio/visual services, technical services, etc.

Type of Service	Fee per Hour
Auditorium set-up/reset fee	\$35.00
Support Services	\$25.00/min \$25.00 per day one time set up
AV Technician	\$20.00
Cashier	\$10.00
IT Support	\$25.00
Saturday services are charged at time and a-half rate.	

In certain circumstances, fees may be waived or reduced by the AVP Campus Facilities.

PAYMENT SCHEDULE

The applicant will provide payment equal to 100% of the total rental and service fee, plus applicable sales taxes, when the executed Facilities Rental Agreement is submitted to the University.

Acceptable forms of payment include cash, cashiers check, purchase order, or credit card (Visa, MasterCard and Discover). Checks should be made payable to the University of South Florida Polytechnic.

All payments may be made in person or mailed, and should be directed to:

USF Polytechnic
 Cashier's Office
 3433 Winter Lake Rd
 Lakeland, FL 33803

USFP Cashier's Office personnel are the only persons authorized to accept payments for USF Polytechnic.

CANCELLATION POLICIES AND FEES

The applicant is responsible to notify the University in writing if the event is to be canceled. The cancellation date is considered to be the date the University receives the written notice from the applicant. Cancellation fees will be assessed to the applicant as follows:

- Cancellation date is 21 or more calendar days prior to the event date– no cancellation fee.
- Cancellation date is less than 21, but more than 14, calendar days prior to the event date – 50% of the Space Rental Fee only.
- Cancellation date is 14 or less calendar days prior to the event date – 100% of the Space Rental Fee only.

Due to unforeseen circumstances, the University reserves the right to cancel any event up to 14 calendar days prior to the event date. The University will notify the applicant in writing and provide a full refund of all deposits received. The University will not be responsible for other costs borne by the applicant due to the cancellation.

ref: eventagreement.doc

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