

# Escambia County Equestrian Center

## FACILITY USE AGREEMENT

**THIS FACILITY USE AGREEMENT** (Agreement) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between Escambia County, Florida, a political subdivision of the State of Florida, which address is Escambia County Equestrian Center, Department of Parks & Recreation, 7750 Mobile Highway, Pensacola, Florida (“County”), and:

Name of Licensee: \_\_\_\_\_ (“Licensee”)

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone: Day ( ) \_\_\_\_\_ Night ( ) \_\_\_\_\_

Representative’s Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone: Day ( ) \_\_\_\_\_ Night ( ) \_\_\_\_\_

This Agreement is entered into for the purpose of using selected facilities of the Escambia County Equestrian Center for a(n): \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_.  
(Date) (Date)

**WILL ALCOHOLIC BEVERAGES BE SOLD OR SERVED AT THIS EVENT? \_\_\_ YES \_\_\_ NO**

1. This permit is granted to the “Licensee” subject to the following rules and regulations, and the acceptance and use thereof by the “Licensee”. It is an Agreement by the “Licensee” to comply with all the terms and conditions herein set forth, together with all rules of procedure established by the “County”. The “County” reserves the right to adjust or change the charges and rates of this Agreement at any time to accommodate special arrangements required by a “Licensee”.

**2. Rental Fees.**

Please see the attached Escambia County Equestrian Fee Structure, which is incorporated hereto and made a part of this Agreement as "Exhibit A."

**3. Deposit and Final Bill.**

A cash deposit of twenty percent (20%) of the entire "Licensee" fee must be made at least thirty (30) days in advance as guarantee that the "Licensee" will comply with terms as set forth in the Agreement. This deposit shall be returned only at the discretion of the "County" and upon such reasonable terms and conditions, as it shall impose. In case of the "Licensee" cancellation of the event, it shall be considered as part of the rental charges and be retained by the "County". The "Licensee" shall settle its final bill with the "County" at the close of the event. The "County" shall not return any portion of the deposit until the "Licensee" final bill has been paid in full.

**4. Event Cancellation Policy.**

- (a) With a minimum of thirty (30) days notice of cancellation prior to the scheduled event, there is no charge to the "Licensee". With less than thirty (30) days notice of cancellation prior to scheduled event, there is a loss of deposit.
- (b) A scheduled event will not be considered officially canceled, until such time that the Recreation Division Manager acknowledges the cancellation in writing. Cancellations may be made by telephone but a written notice must be received by the Recreation Division Manager within five (5) working days after such telephone notification in order to be valid.

**5. General Regulations for all Activities.**

- (a) Escambia County residents, "Licensee" or individuals, may use the Center facilities, arenas (no lights) and facilities, for unorganized equestrian practice at no cost only when it does not interfere with the "County" programs.
- (b) Escambia County residents, "Licensee" or individuals, using the Center, arenas and facilities, for unorganized equestrian practice with Arena lights and sound systems will be charged the hourly rate for lights and sound, paid in advance to the Recreation Division Manager.
- (c) Non-profit youth "Licensee" hosting spectator events will be charged the standard daily facility rate. All gate receipts will be retained by the "Licensee". A copy of the non-profit corporation's official charter must be on file with the Recreation Division Manager before the "Licensee" may schedule any event.
- (d) The "County" retains all concessions, food and/or product sales. Parties leasing the "County" and facilities do not carry the right to make any sales except through the concessionaire. NOTE: No donated or free food will be served on the grounds by organized "Licensee" or individuals without the consent of the Recreation Division Manager. In the event that permission is granted, a 14 days notice shall be provided to the concessionaire under contract with the "County".
- (e) At the discretion of the "County", some events may be required to have security and/or police protection. Said protection shall be at the "Licensee" expense and shall meet the prior approval of the Recreation Division Manager.

- (f)** “Licensee” agree to operate as independent contractors and to hold the “County” free from any and all liabilities or obligations arising out of the event being conducted. It is specifically understood between leasing “Licensee” and the “County” that the above statement shall be interpreted in a manner that will hold leasing “Licensee” solely liable, to the exclusion of the “County”, for any liability on the part of the “County” in any situation whereby any participant, attendant, mechanic, steward, timing official, announcer, corner men, musician, singer, animal, handler, official or any other person employed by or doing volunteer work for the leasing “Licensee” in the scheduled activity is injured by any other participant, attendant, mechanic, steward, timing official, announcer, corner men, musician, singer, animal, handler, official, patron or spectator, or any other person employed by or doing volunteer work for the “Licensee”.
- (g)** All decorations and arrangements made by “Licensee” at the Center must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors; and also be approved by the Recreation Division Manager prior to installation. Decorations require a clean-up deposit of one hundred dollars (\$100.00).
- (h)** The “County” will be responsible for manure removal from a centrally located, collection point co-located within the horse barns and stalls. The “Licensee” shall be responsible to remove manure to a centrally located collection point identified by “County”.
- (i)** All repairs, alterations, installations and construction required by the “Licensee” shall be done only with the approval of the Recreation Division Manager at the “Licensee” expense. The leasing “Licensee” shall ensure that all federal, state, local laws, regulations and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act Construction Industry Standards (29 CAR 126) and (b) the 1991 Americans with Disabilities Act, and as subsequently amended.
- (j)** “Licensee” will be responsible for collecting any and all admission charges and shall be responsible for an accounting of all such funds to Escambia “County”.
- (k)** Nothing in the Agreement shall be construed as making the “Licensee” an agent or employee of the “County”, nor as creating a relationship of a partnership or a joint venture between the “Licensee” and “County”.
- (l)** The “Licensee” cannot sublet or sublease or assign any right or interest held by them under the terms of the permit without the written approval of “County”.
- (m)** The “Licensee” must agree to restore or pay the cost of restoring the Center to its original condition, less depreciation occasioned by normal usage.
- (n)** All seating arrangements must be handled by the licensing “Licensee” and must comply with applicable “County” ordinances, state law, and fire and life safety codes.
- (o)** No alcoholic beverages will be allowed on the premises except with the permission of the County Administrator, who shall provide specific prior approval in writing to a licensing “Licensee” pursuant to Section 74-36(6), Escambia County Code of Ordinances.

- (p) All activities must comply with the County and State Fire Laws. Permission for use of fireworks must be secured through the County Fire Chief and be approved by Escambia County.
- (q) All activities are subject to the prior approval and to the prior inspection by the "County" pursuant to the Escambia County Code of Ordinances and State Law.

## **6. Co-Sponsored Activities.**

- (a) In any co-sponsored activity, in which the "County" agrees to participate, the "Licensee" advertising and publicity must include Escambia County and the Center. All expenses and receipts will be combined for such an event. Such expenses and receipts will be equally shared by the "County" and co-sponsoring "Licensee".
- (b) Each "Licensee", before and after an event, must prepare financial reports, which shall be furnished to the Recreation Division Manager. (Deposit of approximately ten percent (10%) will be determined by the "County" via the Clerk of the Courts based on the proposed financial report.) Special activities must be arranged outside the regularly scheduled activities as approved and coordinated by the Recreation Division Manager.

## **7. Insurance.**

- (a) During the period mutually agreed upon between the "County" and "Licensee", the "Licensee" shall provide commercial general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, non-owned and hired automobiles, and contractual liability. General liability insurance must provide coverage for spectators, but may exclude equestrian participants as defined in F.S. 7703.01 (1). All insurance carriers must be rated "A minus" VIII or higher by the most recently published edition of A.M. Best rating guide.
- (b) The "County" must be provided the certificates of insurance that reflects Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder.
- (c) No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of the "County" sovereign immunity or any other limitation of liability of the "County". The "County" is self-insured for liabilities in excess of the amounts provided under Section 768.28 Florida Statutes.
- (d) The "Licensee" agrees to not violate, or knowingly or negligently permit, or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the "Licensee" must be primary to any insurance or self-insurance carried by the "County" applicable to this Agreement. The acceptance by the "County" of any Certificate of Insurance does not constitute approval or Agreement by the "County" that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

## **8. Hold Harmless.**

- (a) “Licensee” shall indemnify and hold harmless the “County”, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the “Licensee” negligent performance of the Agreement. The “Licensee” obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusive or omission from any policy of insurance.
- (b) If by fire or other casualty, the Center is damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.
- (c) Submission of the Agreement to the “County” does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the “Licensee” and the “County”. The “County” and the “Licensee” acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, Agreements, or warranties, except as expressed in the Agreement.
- (d) If the “Licensee”, with the “County” consent, uses the Center or any part of the Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.
- (e) Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the “County” and the “Licensee”.
- (f) This Agreement will not be executable until the “Licensee” provides proof of insurance and/or other certifications as appropriate within 30 days of the event.

## **9. Records.**

The “Licensee” acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the “Licensee” fails to abide by the provisions of Chapter 119, Florida Statutes, the “County” may, without prejudice to any right or remedy and after giving the “Licensee” seven (7) days written notice, during which period the “Licensee” still fails to allow access to such documents, terminate this Agreement.

## **10. All Prior Agreements Superseded.**

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**11. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**12. Gratuities.**

Neither the "Licensee" nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the "County" gifts, entertainment, payments, loans, or other gratuities. The "Licensee" acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the "Licensee" and "Licensee" agrees to abide with such statutes.

**13. Survival.**

All other provisions, which by their inherent character, sense, and context, are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**14. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

**15. Interpretation.**

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the "Licensee" discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the "Licensee" shall immediately notify the "County" and request clarification of the "County" interpretation of this Agreement.

- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**16. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**17. Compliance with Laws.**

The "Licensee" shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the "Licensee" shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

**18. Participation in Other Proceedings.**

At the "County" request, the "Licensee" shall allow itself to be joined as a party in any legal proceeding that involves the "County" regarding the design, construction, or installation of any matter, which is the subject of this Agreement. This provision is for the benefit of the "County" and not for the benefit of any other party.

**19. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

**20. No Waiver.**

The failure of the "Licensee" or the "County" to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

This Agreement will not be executable until the "Licensee" provides proof of insurance and/or other certifications as appropriate within 30 days of the event.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator or designee, duly authorized to execute this Agreement by the Escambia County Board of County Commissioners, and "Licensee" signing by and through its respective President, Vice-President, or other official, duly authorized to execute same.

**COUNTY:**

**ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners**

**WITNESSES:**

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
County Administrator or designee

By: \_\_\_\_\_  
Witness

Date: \_\_\_\_\_

**WITNESSES:**

**"LICENSEE":**

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(President, Vice-President, Authorized Official)

By: \_\_\_\_\_  
Witness

Date: \_\_\_\_\_

## FEE SCHEDULE

- **85,000 square foot covered arena (seating for 4,500)**

Includes arena, grandstands, arena lights, public address/sound system, chutes, gates, daily setup, trash removal, restroom-dressing areas, announcer/judges booth, ticketing building, tractor and operator.

Full Day:	6:00 a.m. - 1:00 a.m.	(Mon-Thurs)	\$350.00 + Tax
Full Day:	6:00 a.m. - 1:00 a.m.	(Fri-Sun)	\$400.00 + Tax
Half Day:	6:00 a.m. - 1:00 p.m.	(Mon-Thurs)	\$250.00 + Tax
Half Day:	1:00 p.m. - 8:00 p.m.	(Mon-Thurs)	\$250.00 + Tax
Half Day:	6:00 a.m. - 1:00 p.m.	(Fri-Sun)	\$300.00 + Tax
Half Day:	1:00 p.m. - 8:00 p.m.	(Fri-Sun)	\$300.00 + Tax
Additional Hourly Rate After 1:00 a.m.			\$50.00
Hourly Rate: Sound/Lights Included Only			\$40.00 * Only if Arena not under contract.
Damage/Clean Up Deposit			\$100.00 Refundable

**For non-County residents, there is an additional \$25.00 to all half day and full day facility fees and to the after 1:00 am hourly rate.**

- **Outdoor Show Arenas (2 - 200' x 300'; and 2 - 150' x 250')**

Includes public address/sound system, daily setup, trash removal, restroom-dressing areas in covered arena, elevated announcer/judges stand, tractor and operator. \*Lights: Additional \$25.00 an hour for all outdoor arenas.

All 3 Arenas:

Full Day:	6:00 a.m. - Sunset	(Fri-Sun)	\$200.00 + Tax
Half Day:	6 Hours - Sunset	(Fri-Sun)	\$100.00 + Tax
Full Day:	6:00 a.m. - Sunset	(Mon-Thurs)	\$125.00 + Tax
Half Day:	6 Hours - Sunset	(Mon-Thurs)	\$ 65.00 + Tax

2 Arenas:

Full Day:	6:00 a.m. - Sunset	(Fri-Sun)	\$150.00 + Tax
Half Day:	6 Hours - Sunset	(Fri-Sun)	\$ 75.00 + Tax
Full Day:	6:00 a.m. - Sunset	(Mon-Thurs)	\$100.00 + Tax
Half Day:	6 Hours - Sunset	(Mon-Thurs)	\$ 50.00 + Tax

One Arena:

Full Day:	6:00 a.m. - Sunset	(Fri-Sun)	\$100.00 + Tax
Half Day:	6 Hours - Sunset	(Fri-Sun)	\$ 50.00 + Tax
Full Day:	6:00 a.m. - Sunset	(Mon-Thurs)	\$ 65.00 + Tax
Half Day:	6 Hours - Sunset	(Mon-Thurs)	\$ 35.00 + Tax

**For non-County residents, there is an additional \$25.00 to all half day and full day arena fees**

- **Horse Stalls:**

300 12' X 12' wooden stalls with grilled sliding door front panels. Rental includes lights, water, electrical hookups, horse wash areas and free use of warm-up Rings.

1 Night	\$17.00
2 Nights	\$28.00
3 Nights	\$39.00
4 Nights	\$50.00
Weekly Rate (5-7 Nights)	\$65.00

- **Other Fees Associated with Facility:**

**Concession Building/Vendor Fee:** \$150.00/Day (Spectator Event/Ticket Sales)  
\$100.00/Day (Non Spectator Event)

**Portable Judges' Stand:** \$25.00/Day

**Alcohol Sales:** \$150.00/day + Insurance, License and Permit  
\$100.00/Damage/Cleaning Deposit (Refundable)

**Ticketing Building:** \$50.00/Day

**RV Hookup:** \$18.00 per day + Tax (includes water, electrical hookups and use of shower/restroom facilities)

**Grounds Fee:** \$ 5.00 per day

**Youth Non-Profit "Licensee":** Basic Rate for all events. (Gross sales on Admission/Parking are retained by the "Licensee")

**Temporary Horse Stalls:** Actual Rental Cost + 10% Markup

**Stall Shavings:** Bedding available for purchase on site

**Parking / Admission:** 10% of Gross Revenue

**Roller – Driven Arena Prep:** \$100.00/Event

**Outside Vendors:** \$50.00 per day (includes Electrical hookup)

(Licensee responsible for collecting vendor fees) \$40.00 per day (Without Electrical hookup)

**Outside Concession Vendor:** \$75.00/Day (Without Electricity)

\$100.00/Day (Includes Electricity)

**Additional Dumpster:** \$100.00 per Dumpster

**Additional Services (As Available):** Tractor/Driver to work area beyond normal working hours \$40.00 per hr.

Employee Overtime (after 1:00 AM; before 6:00 AM) \$30.00 hr./per employee

Setup of Temporary Announcer's Platform \$ 35.00

Additional Cattle Panel Setup \$ 6.00 per panel

Lift Station use: \$ 10.00 per use