

September 13, 2011

SUBJECT:**ORIGINATING DEPARTMENT:****Guidelines for Rental of County Buildings Under the
Department of Community Services****Department
Community Services**

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POLICY:

To establish rules and regulations relating to the rental of County owned Community Buildings, Senior Centers and the Citrus County Auditorium that fall under the jurisdiction of the Department of Community Services.

DEFINITIONS:

- A. Unless otherwise expressly stated whenever used in the Administrative Regulation the following terms shall include each of the meanings set forth below:
1. DIRECTOR - Shall mean Director of the Citrus County Department of Community Services or authorized representative(s).
 2. DEPARTMENT - Shall mean the Department of Community Services.
 3. BUILDING - Shall mean all buildings within the Department of Community Services that are available for public rental except the "Floral City Community Building," which is subject to a Lease and Management Agreement by and between Citrus County and the Floral City Lions Club, Inc. and the Withlapopka Community Building".
 4. USERS - Shall mean any non-county individual, group, organization or business that rents any Building.

TERRITORIAL SCOPE:

- A. All established rules and regulations will be effective within all Buildings under the Department and apply to all Users:
1. The Director is hereby authorized to establish rules and regulations relative to the use of all Buildings within the Department as deemed necessary and proper for rentals.
 2. Users of the Buildings will abide by all established rules and regulations and will obey all orders and directions of Department employees.
 3. Any violation of duly established rules and regulations may subject the violator to immediate revocation of rental privileges and cancellation of all reservations. In case of revocation, all moneys paid on account will, at the option of the Director, be forfeited to and retained by the County.
 4. All persons using the Buildings do so at their own risk.
 5. The County assumes no responsibility for damage to or loss of personal property.

6. All personal equipment and effects must be removed from Buildings daily unless approved otherwise by the Director. Any equipment or effects left in the Building after the rental period has expired will be removed and disposed of in accordance with State law.
7. It is understood that the County may charge a reasonable rental fee to Users.
8. The Citrus County Fair Association may use the Citrus County Auditorium free of charge for all functions related to the Citrus County Fair. The Fair Association will be held responsible for all loss or damage to the facility or its contents. In addition, the Fair Association must provide general liability insurance in the amount of \$1,000,000 naming the Citrus County Board of County Commissioners as additional insured. A utility fee may be imposed by the Director when utility costs significantly exceed the monthly average.
9. The Citrus Springs Civic Association may use the Citrus Springs Community Center free of charge for all functions related to the Citrus Springs Civic Association. The Civic Association will be held responsible for all loss or damage to the facility or its contents. In addition, the Civic Association must provide general liability insurance in the amount of \$300,000 naming the Citrus County Board of County Commissioners as additional insured. It is understood that the Civic Association usage would not interfere with previously scheduled events. A utility fee may be imposed by the Director when utility costs significantly exceed the monthly average.
10. All Buildings are rented "as is". Requests for changes or modifications are to be in writing and are subject to the approval of the Director. Any improvements required to accommodate events will be made at the expense of the User and constructed in such a fashion as to become permanent in nature. All improvements made or constructed by the User shall conform to all applicable laws and codes. Users should report any Building defects to the Director.

GENERAL REGULATIONS:

A. Cancellations

The rental deposit may be forfeited by the User if the reservation is not canceled in writing at least ten (10) business days prior to the date of the reservation.

B. Child Supervision

Children under the age of 18 must be supervised by a competent adult at all times.

C. Cooking

Cooking is strictly prohibited inside Buildings without approved kitchen facilities. The use of combustible gases such as propane and butane are prohibited inside the Buildings. However, the warming of cooked meals is permitted. Outdoor cooking is permitted in designated areas with approval of the Director. Grills or fryers shall be continuously under the care and supervision of a competent adult. All grills must be immediately removed from the premises upon the events' conclusion.

D. Decorations

Some of the Buildings may be decorated in either a festive, holiday or seasonal fashion. Users may remove Building decorations prior to the event with approval of the Director. Users must return Building decorations to the original locations and reimburse Citrus County for any loss or damage to any decorations. Each Building may have different guidelines for the use of decorations. Users must check prior to installing any decorations.

E. Deposits

Users may be required to pay a reasonable deposit in advance to hold Building reservations. Additionally, this deposit may also apply as a security deposit in the event damage or loss to County property occurs or the User fails to properly clean up after the event. All or a portion of the security deposit may be withheld accordingly. Otherwise, the deposit will be refunded in full. In the event the key is lost or not returned, a charge will be imposed to change Building locks. Users will have all rental privileges revoked until all applicable fees and charges have been paid.

F. Event Set up/Break Down

Department employees are not responsible for set up/break down of tables and/or chairs and/or decorations for rental events. Upon request, and subject to payment of applicable fees, Department employees may set up/break down tables and chairs when sufficient employees are available.

G. Event Clean Up

All areas are to be cleaned and restored to their original condition immediately upon the events' conclusion unless otherwise approved by the Director. This includes tables, chairs, appliances, counters and the like. Failure to comply may result in forfeiture of all or a portion of the security deposit and/or revocation of rental privileges.

H. Usage/Fees/Insurance

Rentals, fees and insurance requirements fall under one (1) of seven (7) usages categories. They are:

Public: Public rental rate, plus tax and all deposits (private, groups, organizations and individuals, etc)

Insurance requirements will be waived *unless* the requested use is listed on the County Facility Use Exception List, noted below. All requests involving alcohol will require liquor liability insurance coverage as outlined in the Alcoholic Beverages section on page 9.

Commercial: Public rental rate, plus tax and deposits (businesses, etc.)

Minimum general liability limit of \$300,000, occurrence form, with an Additional Insured endorsement and Hold Harmless Indemnification in favor of the County - unless the requested use is listed on the County Facility Use Exception List, noted below. All requests involving alcohol will require liquor liability insurance coverage as outlined in the Alcoholic Beverages section on page 9.

Non Profit/Other: Non Profit rental rate, plus tax, ½ deposit (Civic Groups and community organizations)

Insurance requirements will be waived *unless* the requested use is listed on the County Facility Use Exception List, noted below. All requests involving alcohol will require liquor liability insurance coverage as outlined in the Alcoholic Beverages section on page 9.

Non Profit/Tax Exempt: Non profit rental rate, no tax, ½ deposit (all groups officially exempt from Florida sales tax).

Insurance requirements will be waived *unless* the requested use is listed on the County Facility Use Exception List, noted below. All requests involving alcohol will require liquor liability insurance coverage as outlined in the Alcoholic Beverages section on page 9.

Government: No fees: (School Board, agencies of the state or federal government)

User must furnish a Certificate of Insurance and/or letter confirming a purchased general liability insurance program or assigned State “self-insured” number.

County Co-Sponsored: No fees: (as approved by the Director/Risk Management)

The County's insurance program would protect County exposure. County may be able to protect co-sponsors interests by an endorsement exception request to the insurance carrier for approval, unless the co-sponsor (non-county) request is listed on the County Facility Use Exception List, noted below. All requests involving alcohol will require liquor liability insurance coverage as outlined in the Alcoholic Beverages section on page 9.

County Sponsored:

No fees: (events sponsored under the Citrus County Board of County Commissioners)

The County's insurance program would respond and protect the County's interests, including host liquor liability (no liquor sales).

Facility Use Exception List:

The following activities will have mandatory insurance coverage requirements. The County requires thirty- (30) day advance notice of event date for review/acceptance by Director, Risk Management and County insurance carrier to determine type of insurance coverage and limits. Also, as necessary, approval by the Board of County Commissioners.

Review and consideration of County Facility Use Exception events will include identifying mandatory insurance coverage and limit requirements. EXCEPTIONS as follows:

- Circus and Carnival (with and without rides)
- Mechanical Amusement Devices
- Motorized Sporting Events
- Boxing, Wrestling, Hockey and Contact Karate Events
- Rodeos and Roping Events (including practice)
- Aircraft and Balloon Events
- Professional and Amateur Sporting Activities
- Pyrotechnic Uses
- Rap and/or Heavy Metal Concerts
- Veterinary Programs (legal liability)
- Dog and Animal Shows
- Weddings
- Meetings or Gatherings of 30 (thirty) or more individuals
- Any Commercial Activity or Sponsored by a Commercial Organization

The County will review any and all County facility use requests for exposure, to determine acceptability and if insurance will be required prior to non-County use of facilities.

In addition to the rental fees outlined above, the County reserves the right to impose additional fees in relation to scope of usage. These fees may apply to charges for additional personnel needed to supply adequate event coverage, to furnish technical assistance for County sound or lighting system(s) or for setting up and/or taking down tables and chairs. Also,

1. Users in the sponsored or government categories may be assessed a fee to cover operating costs when usage exceeds 25 hours per fiscal year.
2. Fees may only be established or modified by resolution officially adopted by the Citrus County Board of County Commissioners.
3. All fees must be paid a minimum of ten (10) working days prior to the event.

Where insurance requirements are mandated, as outlined above, the User must provide the County with an original Certificate of Insurance a minimum of ten (10) working days prior to the event date including County Facility Use Exception List "approved" event(s) noting exception criteria established earlier in this section. Depending on the event, insurance limit and coverage requirements will vary per request. All insurance stipulations will require that the County be named as an Additional Insured with a Hold Harmless Indemnification Agreement in favor of the County. It will further be required that general liability insurance carriers have a minimum A.M. Best Rating of A-, unless approved otherwise by County Risk Management. Facsimile copies of required Certificate of Insurance will be accepted within the stipulated ten (10) day requirement prior to event time frame, noting that the original must be received by the County prior to actual scheduled event. Only the Citrus County Board of County Commissioners may waive fees and/or all insurance requirements. Additional insurance requirement information is included under document section Alcohol Beverages, page 8.

I. Fireworks

Fireworks are not permitted within the Buildings or upon the grounds.

J. Pets

Pets are not permitted in the Buildings unless approved in advance by the Director. However, guide dogs for the physically disabled as provided in F.S. 413.08 are permitted.

K. Prohibited Conduct

No person(s) shall:

1. Disobey or disregard any directions of a law enforcement officer, Department employee, sign, rule or regulation posted on the grounds or Buildings.
2. Use threatening, abusive or insulting language.
3. Do any obscene or indecent act, as defined by the Laws of the State of Florida.
4. Solicit sales, subscriptions or contributions for any purpose without the prior approval of the Director.
5. Attempt to use or gain admission to the Building without paying the established rental fees.
6. Solicit, distribute or display any unauthorized advertising of any kind.
7. Injure, deface, alter, remove, or destroy any property or equipment within the Buildings. Violators will be required to reimburse Citrus County and/or may have their rental privileges revoked.
8. Enter or remain within the buildings beyond the designated rental period. Individuals who violate posted rules and regulations or the laws of the State of Florida will be required to vacate the premises immediately. County reserves the right to seek assistance from law enforcement agencies when dealing with violators. Violators may be subject to arrest depending on the type and severity of the infraction. The Director has the right to bar violators from the Building on a temporary or permanent basis depending on the severity of the infraction.

M. Refuse

Those materials that become refuse consequential to use within the Building must either be placed in the designated receptacles provided for refuse or removed from the premises. Refuse of any sort not generated as a result of the event will not be left or deposited in the Building.

N. Rental Hours

The hours the Buildings are available for rental may vary. No Building may be rented past 2:00 a.m. The Buildings may be closed by the Director in the event of severe weather conditions, health hazards or for renovation and repair when conditions warrant so to insure public safety.

O. Vehicles

Only service related or emergency vehicles are permitted inside the Buildings.

RESERVATION POLICIES:

- A. Rental reservations are on a first come basis and must be made at least ten (10) working days prior to the event in order to insure that all requirements are met.

- B. Requests to rent any Building will require a "Facility Permit Application" to be submitted to the Director and state the date of the event, purpose of the event, event sponsor(s), hours of set up, hours of the event, hours of clean up, estimated attendance and any special requirements. Requests must also state what, if any, fees or charges will be imposed such as admission, vendor, exhibitor or concession fees. A detailed floor plan is required for large-scale events or events in which Department personnel may responsible for set up.

- C. The required security deposit must be submitted with the "Facility Permit Application" in order to secure the reservation. Any remaining deposit balance must be paid in full at least ten (10) working days prior to the event.

- D. Reservations are accepted between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding County holidays.

- E. Reservations may not be made more than one (1) year in advance. Individuals who make advance reservations are required to confirm reservations at least one month prior to the reservation date. Management reserves the right to cancel any advance reservation for cause and will promptly notify Users of the cancellation.

- F. Users may request rental of any Building on a regular on-going basis. However, requests will only be considered for up to a one-year period at any time. Regular on-going requests will automatically expire September 30th. Requests to extend usage beyond one year must be resubmitted by August 31st in order to be given priority consideration. Failure to comply may result in forfeiture of the requested date and time. All extension requests are subject to approval by the Director.

- G. All checks must be made payable to the Board of County Commissioners (BOCC).

- H. The Director has the authority to require the User to furnish additional bonded security personnel, provide traffic control and pay for additional Department personnel, depending on the size and type of event.

ALCOHOLIC BEVERAGES:

- A. Consistent with Section 74-38, Citrus County Code, possession, consumption, distribution, or sale of alcoholic beverages in any park or facility owned or controlled by the County is prohibited. However, this prohibition shall not apply when a permit has been obtained from the director subject to the following criteria and conditions:
1. The User must submit a request in writing to the Director seeking permission to have alcoholic beverages, describe use (sales, distribution, consumption, etc.) at the event and identifying the bonded security agency that will be on site during the hours alcohol will be served.
 2. Alcohol sales, distribution and/or consumption requests will have a mandatory liquor liability insurance requirement of a minimum \$1,000,000 limit on an occurrence or claims-made form; if coverage is provided on a claims-made form, the County will require that the Certificate of Insurance indicate retro-active date which should coincide with event date, or earlier. The County will require this coverage include an Additional Insured endorsement and Hold Harmless Indemnification in favor of the County.
 3. The User must provide an original certificate of insurance confirming applicable liquor liability (Sales: Liquor Liability; Distribution/Consumption: Host Liquor Liability) minimum limits of \$1,000,000 coverage a minimum of ten (10) working days prior to the event. The County will require this coverage include an Additional Insured endorsement and Hold Harmless Indemnification in favor of the County.
 4. The Director has the authority to require the User to furnish additional bonded security personnel and pay for additional Department personnel, as necessary and available, depending on the attendance and type of event.
 5. Both the Director and Risk Management have the right to reject requests when the above standards have not been met or the event is deemed inappropriate and/or puts the County at risk. If a request is denied, the applicant has the right to request a written explanation for the denial.
 6. Issuance of a denial may be appealed in writing to County Administration if filed within 10 (ten) calendar days of the denial.

FOOTNOTES & REFERENCES RELATED TO AR's: Supersedes AR 12.08-4 dated November 13, 2008, AR 12.08-6 dated February 23, 2010