

Facilities Use Agreement
Wesley Foundation, FSU, Inc.
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This Facilities Use Agreement (the “Agreement”) is made and entered into between Wesley Foundation, FSU, Inc. (“Wesley”), and _____ (organization), whose address is _____ (“User”). The individual authorized to sign on behalf of the User is _____.

Wesley and User agree to the following:

1. Facilities Use

Wesley agrees to provide User access to and use of the following facilities for the dates(s) and time(s) indicated herein:

- Main auditorium, kitchen and bathrooms
- Main auditorium and bathrooms
- Kitchen and bathrooms
- Parking lot and bathrooms
- Coffee lounge and bathrooms
- Conference room and bathrooms

2. Purpose

A. User will use the facilities ONLY for the following purpose:

B. User agrees not to use the facilities or permit their use or the use of any part of them for any other purpose without obtaining Wesley’s prior written consent.

C. User shall not assign this Agreement or transfer or permit the use of Wesley’s facilities to any other group or individual.

3. Usage Period

The period of use is effective beginning on _____, 2021, at _____ a.m./p.m. and continues until _____, 2021 at _____ a.m./p.m. User must negotiate any additional time in a separate document attached as an addendum to this agreement. User understands all use must be scheduled to end by 11:00 p.m.

4. Usage Rates and Charges

A. User shall pay a reservation fee/security deposit of \$200 to reserve the space at the time User signs this agreement. The full usage charge is due 5 days before the scheduled usage period. Wesley shall return the reservation fee/security deposit, subject to any cleaning or repair charges as provided below, within five business days of the end of the usage period. Failure to timely pay the full usage charge shall result in cancellation of use and forfeiture of reservation fee/security deposit.

B. General group rates for the following spaces are a four-hour rental. Additional charges apply at the rates below for a maximum of eight hours.

- | | |
|--|------------------------------|
| 1. Main Auditorium, Bathrooms, and Kitchen | \$500 (\$50/additional hour) |
| 2. Main Auditorium and Bathrooms | \$400 (\$50/additional hour) |
| 3. Parking Lot and Bathrooms | \$200 (\$20/additional hour) |
| 4. Kitchen and Bathrooms | \$200 (\$20/additional hour) |
| 5. Coffee Lounge and Bathrooms | \$75 (\$20/additional hour) |
| 6. Conference Room and Bathrooms | \$75 (\$20/additional hour) |

C. Student group rates for the following spaces are a four-hour rental. Additional charges apply at the rates below for a maximum of eight hours.

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|--|------------------------------|
| 1. Main Auditorium, Bathrooms, and Kitchen | \$250 (\$50/additional hour) |
| 2. Main Auditorium and Bathrooms | \$200 (\$50/additional hour) |
| 3. Parking Lot and Bathrooms | \$200 (\$50/additional hour) |
| 4. Kitchen and Bathrooms | \$100 (\$20/additional hour) |
| 5. Coffee Lounge and Bathrooms | \$50 (\$20/additional hour) |
| 6. Conference Room and Bathrooms | \$50 (\$20/additional hour) |

D. Additional rates for the following coincide with the four-hour rental. Additional charges apply at the rates below for a maximum of eight hours.

- | | |
|--|----------------------|
| 1. Audio/video technicians | \$100 (one time fee) |
| 2. Kitchen supervision | \$100 (one time fee) |
| 3. Security | \$100 (one time fee) |
| 4. Clean up (without refreshments) | \$50 (one time fee) |
| 5. Clean up (with food/beverages served) | \$100 (one time fee) |

5. Restricted Use

A. Under no circumstances shall Wesley furniture, fixtures or equipment be removed or taken from Wesley's facilities. This includes but is not limited to chairs, sofas, tables, stands, kitchen equipment, and audio, video and musical equipment.

B. If User will be needing the audio/video equipment an additional fee will be assessed. Wesley staff member(s) shall operate the equipment. Under no circumstances shall the

User operate the audio/video equipment. The User is not permitted to bring audio/video equipment into the facility.

- C. If the Kitchen is used the User will be assessed an additional fee. Wesley staff member(s) shall supervise its use. Wesley staff is not responsible for preparing any food or drink items for User. User is responsible for cleaning all kitchen equipment and emptying all trash cans at the end of event.

6. Insurance

User shall furnish Wesley with a current certificate of insurance of comprehensive general liability insurance, including public liability and property damage, in the amount of \$1 million and show Wesley as an additional insured on the policy 10 days before the usage period. Failure to timely furnish these insurance requirements shall result in cancellation of use and forfeiture of reservation fee/security deposit.

7. Indemnification and Release

User understands and agrees that neither Wesley nor its trustees, officers, directors, employees, representatives, members, agents, or guests may be held liable in any way for any occurrence, accident, or incident in connection with User's use of Wesley's facilities that may result in harm, injury, or other damages to User, its officers, directors, members, representatives, employees, agents, or guests, invited or not. User agrees that it alone shall be liable for any property damage, personal injury, or death that may occur during or result from its use of Wesley's facilities.

Therefore, as part of the consideration for its use of Wesley's facilities, User agrees to release, protect, indemnify, defend, save and hold harmless Wesley, its trustees, officers, directors, employees, representatives, agents, members, guests, and all their heirs from and against all claims, actions, liabilities, injuries, damages, losses, costs and expenses whatsoever, known or unknown, accrued or unaccrued, including but not limited to attorney's fees, in any way arising out of or relating, directly or indirectly, to its use of Wesley's facilities or to any act or omission on the part of any of User's officers, directors, members, agents, employees, representatives, or guests, invited or not, in connection therewith.

8. Cancellation

If cancellation of use by User becomes necessary, it is the responsibility of User to notify Wesley no less than 72 hours before the event. Failure to do so shall result in a forfeiture of all charges, provided, however, that timely cancellation shall result in forfeiture of the reservation fee/security deposit.

Wesley reserves the right to modify or cancel all scheduled use subject to return or cancellation of all deposits and charges paid or due.

9. Facilities Maintenance

User understands and agrees that the facilities shall not be used in any way that tends to diminish their value, and that the facilities shall be maintained and returned in at least as clean and good a condition as that in which they were furnished to User. User is not permitted to hang any decorations, signs, or other materials or otherwise place any holes in or on the walls of the facility. User must provide cleanup of any materials brought into the facility. In the event of kitchen usage the User is responsible for taking the trash out and cleaning the kitchen as noted above. If the facilities are not left in clean condition or are damaged, Wesley shall have the facilities cleaned or repaired and submit the charges to the User, who agrees to pay them.

10. Prohibited Activities

A. The following are strictly prohibited in Wesley's facilities and on its property:

1. The use, sale, manufacture, or distribution of tobacco, alcohol, marijuana, or unlawful drugs;
2. Unlawful weapons and firearms; and
3. Pyrotechnics, fireworks, combustibles, explosives, and destructive devices.

B. Violation of this condition will result in immediate forfeiture of all fees paid, and User will be required to immediately vacate the facilities. User is responsible for assuring that everyone attending its use of Wesley's facilities is aware of these conditions. There are no exceptions.

C. User is not permitted to bring any food or beverages into the facilities without prior authorization by Wesley. The request for food or beverages may require the additional fee for the kitchen staff as noted above. User shall be responsible for providing their own cups, plates, napkins, silverware, etc.

11. Parking

User understands that use of Wesley's parking lots is/is not included with the use of its facilities. User is responsible for informing anyone attending its use that cars parked in Wesley's lots are subject to being towed if parking is not included. Parking is not permitted on Wesley's property except in parking lots.

12. Wedding, Funerals, Recitals

Active members of Wesley may request the use of the facility for weddings, funerals, and recitals. These uses are at the discretion of Wesley. Others may request the use of facilities for these purposes. Standard usage rates apply. There is an additional \$75 cleaning fee for weddings.

13. Authority to Bind

The individual signing this agreement on behalf of User represents and warrants that he or she has been given authority to bind User and agrees he or she has read this Agreement, understands the terms and conditions, and voluntarily agrees to comply with same.

User

Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone number: _____

Email address: _____

Wesley Foundation, FSU, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Deposit Received: _____

Total Due: _____

Payment Due: _____

Details of Charges

Space: _____

Clean up: _____

Add ons:

Additional time: _____

A/V tech: _____

Kitchen supervision: _____

Security: _____

Other: _____