



Thrasher-Horne Conference Center
283 College Dr.

Orange Park FL 32065
904-276-6836

RESERVATION AGREEMENT

Lessee <hr/> Trisha Holland Clay County School District 23 S. Green Street Green Cove Springs, FL 32043	Reservation: 705 <hr/> Event Name: SCHOOL DISTRICT TRAINING Status: CONFIRMED Phone: 904-529-4932 Fax: No Fax Email Address: pholland@OneClay.net Event Type: TRAINING
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Bookings / Details

	Quantity	Price	Amount
<u>Monday, July 21, 2014</u>			
8:00 AM - 3:00 PM SCHOOL DISTRICT TRAINING (CONFIRMED) SUITE AB			
SEE DIAGRAM for 200			
Room Charge: (\$775.00 per Full Day)	1	\$775.00	\$775.00
Less 20% Discount			-\$155.00
8:00 AM - 3:00 PM SCHOOL DISTRICT TRAINING (CONFIRMED) SUITE CD			
SEE DIAGRAM for 100			
Room Charge: (\$575.00 per Full Day)	1	\$575.00	\$575.00
Less 20% Discount			-\$115.00
<u>Tuesday, July 22, 2014</u>			
8:00 AM - 3:00 PM SCHOOL DISTRICT TRAINING (CONFIRMED) SUITE AB			
SEE DIAGRAM for 200			
Room Charge: (\$775.00 per Full Day)	1	\$775.00	\$775.00
Less 20% Discount			-\$155.00
8:00 AM - 3:00 PM SCHOOL DISTRICT TRAINING (CONFIRMED) SUITE CD			
SEE DIAGRAM for 100			
Room Charge: (\$575.00 per Full Day)	1	\$575.00	\$575.00
Less 20% Discount			-\$115.00
<u>Wednesday, July 23, 2014</u>			
8:00 AM - 3:00 PM SCHOOL DISTRICT TRAINING (CONFIRMED) SUITE AB			
SEE DIAGRAM for 200			
Room Charge: (\$775.00 per Full Day)	1	\$775.00	\$775.00
Less 20% Discount			-\$155.00
8:00 AM - 3:00 PM SCHOOL DISTRICT TRAINING (CONFIRMED) SUITE CD			
SEE DIAGRAM for 100			
Room Charge: (\$575.00 per Full Day)	1	\$575.00	\$575.00
Less 20% Discount			-\$115.00
<u>Thursday, July 24, 2014</u>			
8:00 AM - 3:00 PM SCHOOL DISTRICT TRAINING (CONFIRMED) SUITE AB			
SEE DIAGRAM for 200			
Room Charge: (\$775.00 per Full Day)	1	\$775.00	\$775.00
Less 20% Discount			-\$155.00
8:00 AM - 3:00 PM SCHOOL DISTRICT TRAINING (CONFIRMED) SUITE CD			
SEE DIAGRAM for 100			

Bookings / Details	Quantity	Price	Amount
Room Charge: (\$575.00 per Full Day)	1	\$575.00	\$575.00
Less 20% Discount			-\$115.00
Subtotal			\$4,320.00
Grand Total			\$4,320.00

INITIALS RESERVATIONS, DEPOSITS AND FEES

Lessee agrees to pay all rental fees by the dates and timelines stated herein. Lessee is solely and ultimately responsible for the activities, supervision, safety and welfare of all participants, including but not limited to times when participants are on any portion of SJR State property. It is the Lessee's responsibility to ensure all Lessee's guests, Lessee's service providers and any individual connected with the Lessee's event are familiar with the Conference Center's rules and regulations and no unlawful purpose nor any purpose inconsistent with the purpose of the use of the Conference Center are committed.

In order to retain the event booking, the signed Reservation Agreement must be received within ten (10) working days of booking. The signed agreement may be mailed, faxed or emailed.

THCC requires a Lessee to pay a 50% deposit for all suite fees within ten (10) working days of signed Reservation Agreement. All deposits and fees are payable by check (made payable to SJR State), credit card or money order. The remaining balance is due 15 days prior to event.

All cancellations must be in writing or email. If cancellation or postponement of this agreement is made more than 15 working days prior to the scheduled start date of the event, the Center will return the deposit less a \$50.00 administrative fee. If cancellation or postponement of an agreement is made less than 15 working days prior to the scheduled start date of the event, the deposit is non-refundable. The THCC and St. Johns River State College are not responsible for any costs related to this Agreement in the event of cancellation for any reason, including but not limited to catering services and insurance.

If the booking is made within 15 days of the event, the entire amount is due at time of the booking.

This agreement is not transferable.

INITIALS OPERATING HOURS AND RENTAL TIMES

The Conference Center is available from 7:30 a.m. until 11:30 p.m. Monday through Sunday.

A half day rental constitutes up to four (4) hours and a full day rental constitutes up to eight (8) hours. Any event exceeding the reserved time will cause the Lessee to pay \$100.00 for the first hour over the reservation ending time, and if exceeds one hour over reservation ending time then an additional four hour rate will be charged. If an extension of the contracted reserve time is required, it must be requested in writing five (5) days prior to the event date. Additional space is subject to availability and the ability of the Conference Center to provide the necessary services.

Charges begin at the time the first person associated with the event enters the reserved facility and ends at the time the last participant leaves the facility. This time includes time needed for setup and cleanup of the event space.

INITIALS INSURANCE

THCC requires a Lessee to acquire and submit a Certificate of Liability Insurance showing they have in force bodily injury and property damage liability protection in an amount not less than \$1,000,000.00 combined single limit and indicating St. Johns River State College as additional Insured for the date and duration of the event. The Certificate of Liability Insurance is due ten (10) days prior to date of event.

Lessee may opt to acquire their own insurance or they may purchase liability insurance through the college's Florida College System Risk Management Consortium. Costs vary depending on the category of the event.

Event reservation will be canceled if the Certificate of Liability Insurance showing required coverage is not delivered to the THCC offices at least 10 days prior and the space will be made available to other interested parties. If a Certificate of Liability Insurance is delivered subsequent to the 10-day period and if the space is still available, the THCC in its sole discretion may choose to reinstate the event subject to all terms of the Agreement.

INITIALS SECURITY AND PARKING

· Campus Security is present at all times but the THCC is only part of their responsibility. Due to the nature and potential risks of certain events, additional on-site security may be deemed necessary as determined by the SJR State Director of Safety and Security in coordination with the Director of Auxiliary Services and Thrasher-Horne Business Operations. Upon determination of additional on-site security needs, the associated costs will be communicated to the Lessee in advance.

- Guests are to park in lots designated for the Thrasher Horne Center.
- Parking and/or unloading in service or fire lanes is expressly prohibited.
- No parking is allowed in the loading dock areas. Sidewalks, entrances and fire zones shall not be obstructed.

INITIALS CATERING FOOD AND BEVERAGES

· No food or beverage may be brought into the facilities without using a caterer approved by the THCC. All charges for catering will be contracted by the Lessee and paid directly to the Caterer by the Lessee. THCC disclaims any obligation or responsibility regarding the contractual agreement between the Lessee and caterer.

· THCC maintains a list of Recommended Caterers based on our past working experience and performance of these caterers. The Lessee has the option to use caterers other than the listed caterers. All caterers must provide a current business license, Certificate of Liability Insurance naming St. Johns River State College as co-insured on the day(s) they provide service and a THCC Caterer Agreement and Catering Policies Application at least ten (10) working days prior to the event. Caterer will not be allowed access to THCC facilities if these documents are not provided. THCC is not liable for any cost if caterer is denied access as a result of the requirements of this agreement.

INITIALS ALCOHOLIC BEVERAGES

· No Alcoholic Beverages will be served at an event without a Certificate of Liability Insurance showing liquor liability, a business license from the Department of Business and Professional Regulation/Division of Alcoholic Beverages and Tobacco and an approved THCC Alcoholic Beverages Policy Application. These requirements are due ten (10) days prior to event. Upon approval, the Lessee assumes full responsibility for strictly complying with the State of Florida's liquor laws, local ordinances and other laws and regulations as may be applicable to the event.

· It is mandatory SJR State security is present during the times alcohol is served. The cost for security is \$15.00 per hour.

INITIALS SETUP AND FACILITY POLICIES

· THCC must approve all decorations and display methods prior to event setup. The use of tape or other affixing items that damage the walls or doors is prohibited. All setup details must be confirmed in writing and with a minimum of ten (10) working days prior to the event. (To assist in the event layout, room setup diagrams will be provided for final approval/sign off based on the Lessee's stated requirements).

· Rental fees include a one-time setup and breakdown of all THCC owned furniture and equipment. Significant changes to the initial setup or additional furnishings may be subject to an additional charge of \$100.00.

· The THCC will not be held liable for any property left in the facility at any time.

· Open flames are prohibited. Enclosed votive, tea lights, floating candles and chafing dishes are acceptable. Pillar or taper flame must be enclosed by hurricane glass or other approved enclosures.

· The use of sparklers, fireworks, pyrotechnics or fog and smoke machines inside or outside of the Conference Center is strictly prohibited. Hazardous chemicals and materials are prohibited.

· Pins, tacks, nails or other puncturing devices are prohibited. Scotch, masking, duct tapes and glue are not allowed on any surface. All other adhesives must be approved.

· Glitter, confetti, sand, birdseed or any substance that causes litter or debris inside the facility or on the grounds

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THCC.

- Lessee is responsible for all damage to equipment, carpets, walls or fixtures sustained during an event.
- Lessee is fully responsible for any damage that occurs during an event. Lessee is responsible for damages, compensation or claims of inconvenience of business arising out of any repair or restoration during an event and will pay to the THCC upon demand such sum as shall be necessary to restore facility to condition prior to event..
- Noise levels must be kept at a reasonable level throughout the event.
- Only THCC employees are authorized to make adjustments to THCC electronic equipment. The Lessee is responsible for all personal electronic equipment, presentations, computer files and personal software.

INITIALS CLEANING

- The THCC event space and any equipment or property located therein, are to be returned to the condition they were in prior to the event.
- Trash cans with liners are provided with all rentals. It is the Lessee's responsibility to ensure all trash is removed and placed in the dumpster prior to vacating the premises. Additional liners will be provided upon request.
- All Lessee's materials, equipment and furnishings must be removed at the conclusion of the event. The Conference Center is not responsible for any lost, stolen or damaged property belonging to the Lessee or their guests.
- All liquids and ice are to be disposed of in the kitchen sink.
- Cleanup of the kitchen area is the responsibility of the Lessee.
- Any excessive cleaning required by the THCC staff of meeting and event space or public restrooms during or after an event will result in additional fees. Custodial fees are assessed at a rate of \$50.00 per hour. THCC may determine custodial services will be necessary and the estimated costs communicated to Lessee.
- Lessee shall check out with the THCC Event Coordinator prior to departure.

INITIALS SMOKING

- The THCC is a smoke free facility. An outdoor area with an appropriate container and ashtray is provided for those wishing to smoke.

INITIALS PUBLICITY AND MEDIA

- An agency or organization not affiliated with the THCC or SJR State College may not state or imply sponsorship by the Thrasher-Horne Conference Center nor may they use the THCC or SJR State College name or logo unless approved by the SJR State Director of Public Relations in coordination with the Director of Auxiliary Services and Thrasher-Horne Business Operations.
- No yard signs or banners are allowed on college property without consent from the THCC.

INITIALS HURRICANE SHELTER

- The THCC is designated as an enhanced hurricane shelter for special needs residents. In the event the Clay County Emergency Medical Services requires the use of the building as a shelter, St. Johns River State College reserves the right to cancel any event scheduled due to severe weather, loss of power or other emergencies.
- If your meeting is cancelled due to the use of the shelter, we will make every attempt to reschedule your event and if unable to do so then a refund any money paid for the cancelled event.

INITIALS INDEMNIFICATION AND LIABILITY

SJR State is hereby expressly released and discharged from any liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of said premises under the License Agreement. This agreement is made upon the express condition that the college shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind

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whatsoever, whether the person or property of the Lessee, its agents, or employees or third persons, from any cause or causes whatsoever while in or upon premises or any part thereof during the term of this Agreement, or occasioned by any occupancy or use of premises or any activity carried on by the Lessee in connection therewith, and the Lessee hereby covenants and agrees to release, forever discharge and/or indemnify, defend and hold the College, its System, its Components, Trustees, Officers, Agents and Employees harmless from any and all claims, losses, suits, demands causes or action of whatever kind and nature, proceedings, damages or liabilities, including attorney's fees, on account of or by reason of any such injuries, death, liabilities, claims, suits or losses however occurring or damages growing out of the same: whether or not caused by the negligence, act, or omission of the College. The Lessee agrees to comply with all laws, ordinances and regulations applicable to the intended use and occupancy. In addition, the Lessee agrees to be responsible for payment of federal, state or local taxes, which may be levied against the entertainment being presented or on admission to such entertainment activity. The Lessee shall not cause or permit anything to be done to mar, deface, or otherwise render the facilities unusable. The Lessee shall leave the premises in the same condition as the commencement of occupancy, except for ordinary wear and use.

This agreement incorporates the terms of the indemnification/self insurance addendum which is attached hereto. ()
Initial

Lessee Signature

Date

Carol Studdard, Chairman of the Board

Lessee Printed Name

Conference Center Coordinator Signature

Date

Conference Center Coordinator Printed Name

SJRState Director of Auxiliary & Thrasher-Horne
Business Operations Signature

Date

SJRState Director of Auxiliary & Thrasher-Horne
Business Operations Printed Name

INDEMNIFICATION ADDENDUM

LESSEE is a political subdivision of the state of Florida in that it is owned and governed by The School Board of Clay County, Florida. Notwithstanding any language in this contract to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase the scope or dollar limit of the LESSEE'S/School Board of Clay County, Florida's liability beyond that which is set forth in 768.28 Fla. Stat., or to otherwise waive LESSEE'S/School Board's sovereign immunity, or to require LESSEE/School Board to indemnify the COLLEGE or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of LESSEE/School Board or its agents or employees. The LESSEE/School Board shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statute or other Florida law as recoverable costs of court.

INSURANCE ADDENDUM

LESSEE is a political subdivision of the State of Florida and is self insured up to the limits on its liability as set forth in Florida Statute 768.28. Accordingly, notwithstanding anything in this contract to the contrary, LESSEE is exempt from carrying additional insurance.

Lessee Signature
Carol Studdard, Chairman of the Board
School District of Clay County

Date