

Agreement for Use of Facilities

This is an Agreement between FIRST COAST TECHNICAL COLLEGE ("FCTC") hereinafter referred to as RENTOR and CLAY COUNTY SCHOOL BOARD, hereinafter referred to as RENTEE.

BACKGROUND

1. RENTOR is the Landlord of office and instructional space, driving track, firing range, and fire grounds ("Premises"), commonly known as the North Campus located at 3640 Gaines Road, St. Augustine, Florida 32084.
2. RENTEE wishes to rent from RENTOR the applicable portions of the North Campus Facilities.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutually beneficial provisions of this Agreement, RENTOR and RENTEE agree as follows:

1. PREMISES: RENTOR rents to RENTEE, subject to the terms and conditions of the Agreement the applicable portions of the North Campus.
2. TERM: The term of this Agreement shall commence on July 1, 2011, ("Commencement Date"), and shall terminate on June 30, 2012, ("Termination Date").
3. RENT AND LATE FEE: Commencing on Commencement Date and extending through June 30, 2012, RENTEE shall pay to RENTOR a charge of **\$20.00 per hour** for use of the firing range RENTEE shall have a four (4) hour minimum requirement, inclusive of time needed for both set-up and clean-up activity. Said per hour charges shall be payable on the last day of each month that the firing range is used by RENTEE. RENTEE shall pay RENTOR one percent (1%) of the outstanding balance per month for any fees not paid by the due date. Payment shall be submitted to the FCTC Business Office at 2980 Collins Avenue, St. Augustine, Florida 32084. RENTOR acknowledges and agrees that they are required to coordinate and schedule their uses of FCTC's facility through FCTC's coordination agent, Mrs. Paula Moran, to insure FCTC's facilities availability for their intended use.
4. RENTEE's OBLIGATIONS: As to the rented Premises, the RENTEE's rights and obligations provided for herein shall be subordinate to the terms of the Agreement imposed upon the RENTOR
5. RENTOR'S OBLIGATIONS: RENTOR covenants and agrees to promptly perform all of its obligations under the Agreement. In the event that RENTOR fails to comply with the Agreement and this failure results in an "event of default" as outlined in Section 11 of the Agreement with remedies of the RENTOR, which will affect the RENTEE directly, RENTOR shall notify RENTEE as soon as this event is known. If the Agreement is terminated as a result of the RENTOR's default under the terms of the Agreement, and

the RENTEE is not otherwise in default under the terms of the Agreement, then RENTOR shall be deemed in default under the terms of this Agreement.

6. **CONDITION OF THE PREMISES:** RENTEE is familiar with the Rented Premises and accepts it in its existing condition. Any improvements made to the Rented Premises are to be at RENTEE's sole cost and expense and are subject to reasonable approval of the RENTOR.
7. **USE OF PREMISES:** RENTEE may use the Rented Premises only as a training facility and for no other purpose. RENTEE's use of the firing range is conditioned upon RENTEE, at RENTEE's sole expense, providing a certified safety officer on site during its use of those facilities. RENTEE's use of those portions of the Rented Premises, which are non-exclusive in nature, shall be subject to reasonable scheduling by RENTOR. If RENTEE does not utilize the Rented Premises as scheduled, and has not cancelled such with RENTOR's scheduler, RENTEE shall be obligated to pay a minimum of four (4) hours of usage as agreed upon in Paragraph 3 above for the time RENTEE had reserved and not used.
8. **ACKNOWLEDGEMENT OF MULTIPLE RENTERS (hereinafter THIRD PARTY RENTEE):** RENTEE acknowledges that RENTOR has multiple agreements for the use of RENTOR's facilities with multiple third party renters other than the RENTEE specified in this agreement. RENTEE specifically promises and agrees to refrain from interfering with any other THIRD PARTY RENTEE during RENTEE's use of any of the facilities while another THIRD PARTY RENTEE is using the same or similar facilities at the same time. RENTOR promises and agrees to make all reasonable effort to schedule any and all of RENTOR's facilities so that schedule conflicts between renters are minimal.
9. **IMPROVEMENTS:** All existing and future, permanently installed leasehold improvements located in the Rented Premises shall be surrendered to RENTOR upon the termination of this Agreement. RENTEE shall not make any alterations, physical additions, or improvements to the Rented Premises during the term of the Agreement, without RENTOR's prior written consent. If RENTEE shall make any properly approved alterations, physical additions, or improvements during the term of the Agreement, RENTEE shall, if requested by RENTOR, remove such improvements upon termination of the Agreement and shall at RENTEE's own expense, repair any damages caused by said improvements. RENTEE shall have the right to locate a storage building at the firing range, in a location approved by the RENTOR, which building shall remain on the property of the RENTOR.
10. **INSURANCE:** As to the Rented Premises, RENTEE shall obtain and maintain in force, at its expense, during the entire term of this Agreement, public liability insurance naming RENTOR as one of the insureds having a minimum coverage of one million dollars (\$1,000,000) for injuries to one person and two million dollars (\$2,000,000) of aggregate coverage and one million dollars (\$1,000,000) for damage to property. Each policy shall provide that it may not be amended or cancelled without thirty (30) days' prior written notice to RENTOR.

11. RISK OF LOSS, LIABILITY AND INDEMNITY:

- 1) If the Premises are not properly maintained in accordance with the terms of the Agreement, and such failure continues beyond a reasonable period of time, not to exceed thirty (30) days, after notice of such failure is delivered by RENTEE to RENTOR, the RENTEE may terminate this Agreement.
 - 2) In any case in which the use of the premises is affected by any casualty damage outside RENTEE's control and for which RENTEE has no liability, there shall be either an abatement or an equitable reduction in rent, depending on the period for which, and the extent to which the premises are not reasonably usable for the purpose for which they are rented under the Agreement.
 - 3) RENTEE does undertake and agree that it will indemnify and hold harmless RENTOR and its officers, directors, employees, and agents, and be responsible for reasonable attorney's fees on account thereof, that may be sustained or incurred by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the activity of any participant or participants supplied by RENTEE pursuant to this agreement.
12. ASSIGNMENT, SUBLETTING, ENCUMBERING: RENTEE shall not assign, sublet or encumber its interest in this Agreement or in the Rented Premises without RENTOR's prior written consent.
13. COMPLIANCE WITH LAWS: RENTEE will promptly comply with all applicable and valid laws, ordinances, and regulations of Federal, State, County, Municipal and other lawful authorities pertaining to the interior use and occupancy of the Demised Premises. RENTOR will promptly comply with all applicable and valid laws, ordinances, and regulations of Federal, State, County, Municipal and other lawful authorities pertaining to the exterior use and occupancy of the Demised Premises.
14. INSPECTION BY RENTOR: RENTOR or their agent may enter the Rented Premises at any reasonable time, upon reasonable prior notice to RENTEE to inspect the Rented Premises or to maintain or repair the Rented Premises. RENTEE shall grant access to RENTOR, upon reasonable notice to those areas controlled exclusively by RENTEE. Keys to the premises will be furnished to RENTEE by RENTOR.
15. DEFAULT: RENTEE shall be in default under this Agreement if: a) RENTEE defaults in the performance of any of its obligations under the Agreement, as to the Rented Premises; or b) RENTEE defaults in the performance of any of its obligations under his Agreement.

16. REMEDIES: Upon either parties' default, in addition to any other remedy available at law or in equity, the parties shall have all of RENTOR's and RENTEE's rights and remedies under the Agreement. Each party agrees to pay all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party in a) enforcing the terms of the Agreement; or b) in obtaining the remedies provided in the Agreement or otherwise available at law or in equity.
17. WAIVER OR ESTOPPEL: RENTOR's failure to insist, in any one or more instances, upon strict performance of any covenants or conditions of the Agreement shall not constitute a waiver of the future enforcement of the covenants, conditions, or agreements.
18. NOTICES: Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when: a) actually received or b) signed for or "refused" as indicated on the postal service return receipt. Delivery may be personal delivery or by United States Mail, postage prepaid, certified or registered mail, or by deposit with a nationally recognized express courier, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice, delivered in accordance herewith.

RENTOR: First Coast Technical College
2980 Collins Avenue, St. Augustine FL 32084

RENTEE: Clay County School Board
900 Walnut Street, Green Cove Springs, Florida 32043

19. SUBORDINATION: RENTEE accepts this Agreement, security interest or mortgages, which might now or hereafter, constitute a lien upon the Building or improvement therein or on the Premises and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the property.
20. DAMAGES: RENTEE shall be liable for the reasonable cost of repair of any damages to the Rented Premises caused by the RENTEE's use or occupancy of the Rented Premises during the term of the Agreement, subject to normal wear and tear.
21. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the parties. Any prior conversation or writing are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon RENTOR and RENTEE, unless reduced to writing and signed by the party sought to be charged. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Agreement.
22. PARTIAL INVALIDITY: If any provision of the Agreement or application thereof to any person or circumstance, shall to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than

those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

AGREED to this 22nd day of November, 2011, the undersigned have set their hands.

CLAY COUNTY SCHOOL BOARD
(RENTEE)

FIRST COAST TECHNICAL COLLEGE
(RENTOR)

BY: _____
Frank Farrell, Chairman, CCSB

BY: _____
Christine Cothron, President Date

Frank Farrell
Printed Name of Representative

FCTC Board Chair Date

First Coast Technical College

GENERAL INFORMATION

This contract sets forth an agreement between CLAY COUNTY SCHOOL BOARD, and First Coast Technical College, (hereinafter referred to as FCTC), In consideration of the points outlined below, the above parties mutually agree to collaborate in the following areas:

PROGRAM DESCRIPTION:

1. The purpose of this contract is to allow: CLAY COUNTY SCHOOL BOARD to lease the applicable portions of our facility located on the North Campus of FCTC.
2. This contract covers usage date(s) and times.

CLAY COUNTY SCHOOL BOARD WILL:

1. Provide FCTC with evidence that this event is covered by an insurance policy.
2. Provide all equipment and supplies needed for the training event.
3. Conform to all safety rules and regulations pertaining to the specific activities used for training.

FCTC WILL:

Provide access to the requested facility as requested.

First Coast Technical College

PISTOL RANGE SAFETY RULES

1. The range officer is in charge of all range activities. Adjunct instructors will coordinate their activities with the range officer.
2. At any time during an exercise, if the range officer or instructor issues an order to “cease fire”, or issues a loud whistle blast, students are to cease all activities immediately and hold their position until ordered to resume activities.
3. Anyone on the range can call for a “cease fire” at anytime if an unsafe practice or act is observed. **EVERYONE IS RESPONSIBLE FOR RANGE SAFETY.**
4. Weapons will remain unloaded at all times until told by range officer to load them. An exception is when a certified law enforcement agency is training on the range and their rule differs.
5. Finger will remain off trigger at all times unless actively engaging target.
6. Weapon will be pointed **ONLY** at designated target and only when it is safe to do so.
7. Do not anticipate commands.
8. There will be no talking on the firing line.
9. Eye and ear protection will be worn at all times while on the range.
10. After firing, empty weapon and show instructor it is clear with muzzle pointing in safe direction.
11. In case of weapon malfunction, point muzzle in safe direction, show clear and inform instructor.
12. If student has any medical issues that could affect his/her ability to perform training, this will be reported to range officer prior to beginning of training.
13. If student is injured while on range, it shall be reported to range officer/instructor immediately, regardless of seriousness of injury.
14. The range officer is responsible for ensuring that the gates are secured anytime shooting/training is in progress.
15. The range officer shall ensure that the range, the range building and classroom are cleaned following the training session.
16. The range officer is responsible for ensuring that the building, the classroom and the range gates are locked prior to leaving the range.
17. There will be **NO** parking on the range except when range officer/armorer/coordinator is loading/unloading, or conducting maintenance. Instructors and students will park in the paved parking lot outside the gate.

SAFETY FIRST!
ALWAYS ASSUME EVERY WEAPON IS LOADED!