



Lease Agreement

Lessee	Reservation:	746
Dr. Michael Henry Clay County School District 23 S. Green Street Green Cove Springs, FL 32043	Event Name:	Clay County Teachers Awards 2014
	Status:	TENTATIVE
	Phone:	904.529.4916
	Fax:	904-505-4823
	Email Address:	mhenry@mail.clay.k12.fl.us
	Event Type:	AWARDS CEREMONY
	Event Coordinator:	Jan-Hein Phelps

Bookings / Details	Quantity	Price	Amount
<u>Thursday, January 22, 2015</u>			
7:00 PM - 8:30 PM Clay County Teachers Awards 2014 (TENTATIVE) MAIN STAGE			
Reserved: 2:00 PM - 9:00 PM			
PERFORMANCE			
Room Charge: (7 hours @ \$500.00/hr)	1	\$3,500.00	\$3,500.00
BOX OFFICE:			
BOX OFFICE SET-UP	1	\$50.00	\$50.00
TICKET PRINTING	1000	\$0.25	\$250.00
CONTRACT PERSONNEL:			
2:00 PM - 6:00 PM Stage Hand			
Light Board Operator(4 hours @ \$33.00/hr)	1	\$132.00	\$132.00
Sound Board Operator(4 hours @ \$33.00/hr)	1	\$132.00	\$132.00
CONTRACT PERSONNEL:			
6:30 PM - 10:00 PM Facilities			
Custodial(3.5 hours @ \$20.00/hr)	2	\$70.00	\$140.00
CONTRACT PERSONNEL:			
7:00 PM - 9:00 PM Stage Hand			
Performance Light Board	1	\$132.00	\$132.00
Performance Sound Board	1	\$132.00	\$132.00
EQUIPMENT:			
LECTERN W/ MICROPHONE (DELUXE)	1	\$50.00	\$50.00
DVD / VCR PLAYER	1	\$20.00	\$20.00
PROJECTION SCREEN	1	\$40.00	\$40.00
PROJECTOR - PH1000U	1	\$40.00	\$40.00
PLANT (LILY)	1	\$5.00	\$5.00
FURNITURE:			
2X6 TABLE	6	\$5.00	\$30.00
RED CUSHION CHAIR	100	\$2.00	\$200.00
MISCELLANEOUS CHARGES:			
SPONSORSHIP	-1	\$2,100.00	-\$2,100.00
INSURANCE WAIVER	1		
<i>LESSEE OPTS TO PROVIDE OWN INSURANCE. CERTIFICATE OF LIABILITY INSURANCE DUE TO THE THCA AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.</i>			

Bookings / Details

	Quantity	Price	Amount
CONTRACT ADDENDUM	1		
<i>Insurance and Idemnification addendums attached to this agreement is to be considered part of the agreement as a whole.</i>			
SECURITY SERVICES:			
6:00 PM - 10:00 PM SECURITY			
CONTRACT SECURITY(4 hours @ \$15.00/hr)	4	\$60.00	\$240.00
Subtotal			\$2,993.00
Returning Customer Discount (-10%)			-\$388.50
Grand Total			\$2,604.50

TERMS AND CONDITIONS

The Thrasher-Horne Center for the Arts is owned and operated by St. Johns River State College (SJRState)

BUILDING CONDITION: Upon payment and receipt of the fees as described above, SJRState agrees to make the premises available to the lessee in a clean condition for the proposed term of the Agreement.

CLIMATE CONTROL: SJRState shall furnish heating or air conditioning as required by the season during the event period in compliance with SJRState established energy guidelines.

ADDITIONAL COSTS: Additional costs may be charged for damages to the facilities or grounds, for additional services provided or for any hour or part of an hour over times listed in this agreement which exceeded the estimated costs. Such additional costs shall be due and payable within ten (10) days following the date of the event. _____

Lessee Initials

INCLUDED FURNISHINGS: SJRState agrees to provide standard performance space set-up for each event.

CATERING: Only approved caterers by SJRState will be permitted to cater meetings or events at the Thrasher-Horne Center for the Arts. The college has pre-qualified all caterers to verify proper licenses and insurance coverage.

SECURITY: SJRState assumes no responsibility whatsoever for any property placed in said premises, and SJRState is hereby expressly released and discharged from any and all 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 this License Agreement.

ABANDONED PROPERTY: Unless special arrangements have been made between SJRState and Lessee any property left in or on the premises by the Lessee, shall, two (2) days after the event, be deemed abandoned and become property of SJRState to be disposed of or utilized at SJRState's discretion.

DAMAGE: The Lessee shall be liable for all damage to buildings, fields, grounds and equipment incident to the Lessee's use of said premises. If management chooses, the parties will conduct a joint walk-through of the facility within forty-eight (48) hours after the event to assess any damage. Lessee agrees to pay for all damage to the Facility and to SJRState's property at the site (other than normal wear and tear).

EQUAL ACCESS: If the use of the licensed premises herein is open to any non-members, then no one shall be denied the equal privileges and enjoyment of having free and open access to said licensed facility on basis of race, color, religion, disability, veteran status, gender or national origin.

SETTLEMENT: All amounts due SJRState under this Agreement are due and payable prior to the scheduled event.

* **INDEMNIFICATION:** Lessee shall indemnify and hold SJRState, its Trustees, officers and employees harmless from and against all claims, liability, loss and expense including reasonable costs, collection expenses and attorney's fees incurred, from any claim, suit or proceeding arising out of the use of the Facility or the subject matter of this Agreement. This clause shall survive the termination of this Agreement.

* **INSURANCE:** For the rental of a facility, Lessee may be required to obtain insurance with bodily injury coverage of at least \$1,000,000 per occurrence, aggregate of at least \$3,000,000 for the event. SJRState shall be named as an additional insured on the policy. The policy shall cover personal injury from all causes. In addition, Lessee agrees to pay for all bodily injury associated with the use of the facility during the term of this lease unless such liability is due to the sole negligence of SJRState. Certified copies of the above insurance policy or a certificate evidencing the existence thereof or a binder shall be delivered to SJRState upon the execution of the rental Agreement. In the event a binder is delivered, it shall be replaced within five (5) days by a certified copy of the policy. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving five (5) days written notice to SJRState. _____ Lessee Initials

PERFORMANCES: The lessee understands that the Thrasher-Horne Center for the Arts is also used by SJRState, which may schedule events in the Main Stage and Studio Theater. If the booking of a Main Stage or Studio Theater event requires the use of performance spaces which conflicts with this Agreement, SJRState will make every attempt to reschedule your event during a mutually agreed upon time. If your event can not be rescheduled then SJRState reserves the right to cancel this Agreement. _____ Lessee Initials

CANCELLATION: This Agreement may be cancelled by either party upon written notice to the facility being received 30 days in advance of the termination date. _____ Lessee Initials

Bookings / Details

Quantity

Price

Amount

FAILURE TO COMPLY: SJRState may terminate this Agreement if lessee fails to perform any of its obligations herein set forth is in violation of the law, in violation of general rules and policies or about to default under the terms of the Agreement as set forth by the College and its Board of Trustees. Upon termination of the Agreement, the lessee agrees to promptly remove, at Lessee's expense, all of its property from the Thrasher-Horne Center of the Arts premises within twenty-four hours and to forfeit all advance payment made to the College.

USE OF PREMISES: Lessee shall use the Thrasher-Horne Center of the Arts only for the purpose stated herein. Lessee shall use designated Center entrances for ingress and egress only. The Lessee is solely responsible for the activities, supervision and safety and welfare of the Lessee's participants, including but not limited to the Center common areas, restrooms or parking areas.

CONTROL OF FACILITY: In licensing the agreed conference space to the Lessee, it is understood That SJRState does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.

ASSIGNMENTS: This Agreement may not be assigned to any other party.

ALTERATIONS TO FACILITY: Lessee agrees not to make or allow to be made any alterations of any kind to the premises. Tables/chairs and other furnishings and equipment provided by SJRState shall remain under the control of SJRState and shall not be removed by Lessee. Lessee agrees that furnishings and equipment shall not be used outside the Thrasher-Horne Center without written permission from SJRState.

DEFACEMENT OF FACILITY: Lessee agrees that no sign, picture, notice or advertisement shall be inscribed, painted, or affixed by the Lessee upon any inside or outside part of the Thrasher-Horne Conference Center or the Thrasher-Horne Center for the Arts without written permission from SJRState.

A copy of the Thrasher-Horne Usage Policy and Procedures has been made available and it is understood that the Lessee agrees to follow the terms listed in it, and to be bound by them. _____ Lessee Initials

*Includes attached addendum for Indemnification and Insurance

Lessee Signature: _____

Date: _____

Reservation Agent: _____

Date: _____

✱ 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.