

**AGREEMENT
FOR TEMPORARY USE
OF SEMINOLE STATE COLLEGE FACILITIES**

Organization Name: Seminole County Board of County Commissioners
Event/Activity Name: Firefighter Training
Street Address: 150 Eslinger Way
City, State, Zip: Sanford, FL 32773
Email Address: dbowmen@seminolecountyfl.gov Chief Daniel Bowen
Telephone Number: (407) 665-5002
Tax Exempt Number if Non-Profit Organization: _____
(Provide a copy of the tax-exempt certificate)

Campus: Sanford/Lake Mary Room/location: Public Safety fire tower and parking lot use
Type of Activity: Firefighter Training
Dates/Times: During the window of time: October 1, 2025 through September 30, 2026

All users are advised that the college does not provide facilities to organizations over extended periods of time. Use is on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. The District Board of Trustees of Seminole State College of Florida ("College") shall:
 - a. Furnish light, heat and water by means of the appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure in furnishing any of the same caused by anything beyond the commercially reasonable control of the College will not be chargeable to the College.
 - b. Be fully responsible for its own acts of negligence and the acts of negligence of its respective officers, agents, and employees acting within the scope of their agency or employment and agrees to be responsible for any damage resulting from such negligence subject only to the limitations and defenses provided by Section 768.28, Florida Statutes. Nothing in this agreement is intended to serve as a waiver of sovereign immunity or the limitations and defenses of Section 768.28, Florida Statutes by the College. Nothing in this agreement shall be construed as consent by the College to be sued by third parties in a manner arising out of this Agreement.
 - c. Reserve the right, in the exercise of its discretion, to rescind and cancel this Agreement at any time when, in its opinion, the purpose or purposes for which the premises are being used or intended to be used, is in a manner that is unsafe, obnoxious, or inimical to the best interests of the College as determined by the College in its sole discretion, any other provision of this Agreement notwithstanding.
 - d. The activities of the College have first priority and the College reserves the right to alter this schedule by notifying the User, no less than thirty days prior to a scheduled event. In the event that the College cancels any event due to College priorities, or due to any facts or circumstances beyond the control of the College (including weather, and governmental order or decree, natural disaster, etc.), a full refund will be issued.

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2. The Organization ("User") shall:

- a. Obtain at the User's own cost and expense any and all licenses or permits required by law or ordinance. Any statement of rules or regulation accompanying each license or permit will be deemed to be a part of this Agreement.
- b. Take the premises as they are found at the time of occupancy by the User. In the event the User finds it necessary to remove or change any equipment, any changes shall be made by the User at the User's expense and must be replaced as found; provided however, that no removals or changes may be made without prior written consent of the Vice President, Business Operations & CFO or designee, which may be given or withheld in such person's sole and absolute discretion.
- c. Remove from the premises, within twenty-four hours following the conclusion of the contracted activity, all equipment and material owned by the User. The College assumes no liability for the User's equipment or material at any time.
- d. Have all deliveries of needed equipment and material made only after approved arrangements with Vice President, Business Operations & CFO or designee, are confirmed.
- e. Not assign this Agreement or sublet the premises or any part of them or use the premises or any part of them for any purpose other than that specified in this Agreement, without written consent of the Vice President, Business Operations & CFO or designee, which may be given or withheld in such person's sole and absolute discretion.
- f. Not bring on the premises, possess or use or be under the influence of any alcoholic beverages, drugs or gambling devices of any kind. Any person under the influence of intoxicating beverages or drugs shall be denied the opportunity to participate in any activities on College premises by either User or College.
- g. Not use, store or permit to be used or stored, in or on any part of the College's premises, any substance or thing prohibited by law or ordinance, or by standard policies or fire insurance companies operating in the State of Florida.
- h. Be responsible for adherence to all federal, state, county and municipal laws, rules, regulations, orders, and ordinances, including workers' compensation laws. Additionally, User shall be responsible for compliance with all federal, state, county and municipal laws, rules, regulations, orders, and ordinances by all applicable public health agencies regarding any pandemic or other infectious disease outbreak (e.g., COVID-19). Such compliance includes, but is not limited to, social distancing and the wearing of appropriate face coverings or other protective clothing. User shall require and be responsible for ensuring that User's guests, licensees, invitees, visitors, and other persons attending User's event(s) comply with the requirements of this section.

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- i. Be solely responsible for compliance with copyright laws for any event that involves the public performance of copyrighted works. User agrees that User shall obtain in writing appropriate licenses or permission needed to comply with copyright laws, and in the event that any copyrighted works are recorded in any way, including, but not limited to photographic, video, tape, or digital means, whether or not offered for commercial sale, User will be solely responsible for the payment of any applicable royalties. To the limited extent permitted by law, and subject to the limitations set forth in Section 2.j. below, User shall indemnify, defend and hold harmless the College, its agents, officers, trustees and employees from and against any and all claims, liabilities, judgments, or expenses (including costs and reasonable attorney's fees) resulting from any failure of User to comply with this provision.
- j. Be fully responsible for its own acts of negligence and the acts of negligence of its respective officers, agents, and employees acting within the scope of their agency or employment and agrees to be responsible for any damages resulting from such negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the User. Nothing in this Agreement may be construed as consent by the User to be sued by third parties in a manner arising out of this Agreement.
- k. As to Users of the Firearms Range at the Geneva Facility, Users shall only use such type and caliber of weapons that the College considers standard and normally used by law enforcement agencies. User shall submit a list of weapon type (rifle, shotgun, pistol, etc.) and caliber for review and approval prior to User accessing the Firearms Range. College reserves the right to review and approve or disapprove of any listed weapons in its sole discretion. No weapons of any sort that are not preapproved by the College may be used, possessed, or brought onto the Geneva Facility.
- l. Both frangible and non-frangible ammunition is approved for use at this facility with consideration given to the types of targets being shot. Anytime ball, shotgun, or rifle ammunition is being used to shoot steel targets, body armor shall be worn.
- m. Provide a Certificate of Insurance showing coverage for General Liability, as indicated below, designating Seminole State College of Florida as additional insured and providing for 30 days written notice of any change in User's insurance coverage related to this Agreement.
 - 1. At the sole discretion of the College, User may be required to provide Certificates of Insurance for Automobile and Workers' Compensation insurance, and additional General Liability coverage exceeding the limits as indicated below.
 - 2. User shall obtain and maintain the minimum insurance coverages set forth below. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. This insurance will apply as primary insurance/non-contributory with respect to any other insurance or self-insurance carried by the College.

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3. By requiring such minimum insurance, the College may not be deemed or construed to have assessed the risk that may be applicable to User under this Agreement. User shall assess its own risks and, if it deems appropriate or prudent, maintain higher limits or broader coverages. User is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

4. General Liability insurance requirements for this Agreement are:

Coverage	Limits
Commercial General Liability	\$1,000,000
General Aggregate	\$2,000,000

n. Comply with all College policies and procedures and applicable Florida Statutes, including but not limited to the College's Protection of Vulnerable Persons Policy 1.115 and the College's Children on Campus procedure 8.0110. By signing this Agreement, User acknowledges that the policies and procedures are available on the College's website and they reviewed same before signing: 2.100 Drug Free Workplace; 6.010 Facility Use by Outside Entities; 6.011 Alcoholic Beverages At College Facilities; 6.021 Tobacco Free College; 7.010 Acceptable Use of College Technology (Section 3 only); 8.0200 Traffic and Parking Regulations/Enforcement; 8.030 Campus and Workplace Violence; 8.040 Sexual Assault/Battery; 8.0500 Protection of Vulnerable Persons: Reporting Known or Suspected Abuse Abandonment or Neglect of Children. Current versions of these policies and procedures may be obtained on the College website: Policies and Procedures - Seminole State College.

3. Payment of Charges:

- a. Payment may be made by check payable to: Seminole State College. Payments by credit card are also accepted through the online payment portal.
- b. All payments are due at the time this Agreement is signed by User. The College will issue an invoice upon receipt of the signed Agreement, which invoice shall be due and payable immediately. Failure to remit payment when due shall entitle the College to terminate any Agreement or obligation to User arising out of an Agreement. Notwithstanding the foregoing, this Agreement will not be binding upon the College until accepted, approved, and executed by the Vice President, Business Operations & CFO or designee. College's submission of this Agreement for examination and signature by User does not constitute an offer to lease or a reservation or option for lease. In the event this Agreement is not so accepted, approved, and executed, User understands and agrees its recovery will be strictly limited to the recovery of any pre-paid fees.

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4. The following additional regulations must be followed:

- a. Activities are not permitted between 10:00 p.m. and 7:00 a.m.
 - b. Hereby be notified that Seminole State College is a tobacco-free college. Tobacco of any kind, in any form, is prohibited on College property. This includes but is not limited to tobacco used in cigarettes, cigars, pipes, and electronic cigarettes. Snuff, chewing tobacco, and other tobacco products are also prohibited. Furthermore, User and all of User's guests, invitees, and licensees shall comply with College Policy 6.021.
 - c. College equipment may not be taken from the College under any conditions and in the event any equipment is found missing, the User is responsible for its replacement costs.
 - d. The College retains all concession rights and the User may not engage in selling of any items except programs.
 - e. The College owns and controls its name(s), marks (including registered trademarks), logos, insignias, seals, images (including images of the College's campus), colors, designs and symbols, or any additional branding elements as they are strictly for College use only.
1. The User may use the College's name ("Seminole State College of Florida") in materials to indicate the location of the event. However, the name must:
 - a. Appear in 12-point font size;
 - b. Be written in Arial or Times New Roman;
 - c. Be printed in black ink only;
 - d. Not be bolded, italicized, or underlined;
 - e. Only include the College name and address (no logos, seals, or additional branding elements).
 2. The User may not set up URLs that are similar to the College's name (SSC, Seminole State, etc.), as this could lead to confusion.
 3. The User must add on all promotional materials (poster, flyer, website, etc.): "This event and its organizer are neither affiliated with nor endorsed by Seminole State College of Florida. Any views expressed at this event are solely those of the person expressing them and not those of Seminole State College of Florida."
 4. All marketing and promotional materials containing any reference to Seminole State College of Florida or any of its campuses must be submitted to facilityuse@seminolestate.edu for review and written approval at least five (5) business days prior to distribution.

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5. If User fails to follow 1 - 4 above, this agreement will be subject to the cancellation/termination provisions outlined in paragraph 1(c).
- f. The Oviedo Campus is a designated wildlife habitat. Guests should be alert and considerate of the variety of animals that co-exist on the campus.
 - g. For the Geneva Gun Range - Use frangible, lead-free ammunition only. Exceptions may be granted for expending duty ammunition carried by officers at the end of its useful cycle. Other exceptions may be granted by the Range Manager or Dean of the Center for Public Safety in writing and in advance.
 - h. For the Geneva Gun Range - Provide to the Range Manager daily, the amount and type of ammunition expended.
 - i. Possession of weapons of any kind is strictly prohibited on any property owned or leased by the College, except for approved uses at the Geneva Gun Range as set forth on the Facility Reservation page(s) of this agreement, at off-campus College activities or College-sponsored events, unless such possession is allowed by law or written agreement of the parties.
 - j. For the Geneva Gun Range- User shall only be permitted to use the Geneva Gun Range under the College's direct supervision. College shall provide a supervisor of the Range and the supervisor shall be present all times of use. User agrees that the cost of the College's supervisor will be included in the rental agreement.
5. Cancellation/Refund Policy:
- a. Seminole State College requires written notice by email to facilityuse@seminolestate.edu to cancel a confirmed facility use rental.
 - b. A full refund will be issued for any written cancellation received 14 or more days before the scheduled event.
 - c. A 50% refund will be issued for any written cancellation received 7 – 13 days before the scheduled event. This applies even when the agreement is executed and intended to be completed within this timeframe (i.e., booked and cancelled within 7-13 days of the scheduled event).
 - d. No refund will be issued for any written cancellation received less than 7 days before the scheduled event. This applies even when the agreement is executed and intended to be completed within this timeframe (i.e., booked and cancelled within less than 7 days of the scheduled event).
 - e. The College reserves the right, in the College's sole discretion, to relocate an event to a comparable venue on the same campus at the same scheduled time for no additional charge to the customer. The College shall not be responsible for any costs associated with relocating any event to any comparable venue. If a mutually agreeable comparable venue is not available a full refund will be issued.

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6. Acknowledgment:

- a. This Agreement will not be binding upon the College until accepted, approved, and executed by the Vice President, Business Operations & CFO or designee. The undersigned acknowledges and agrees that the formation of this Agreement constitutes the making of a contract within the State of Florida and agrees to submit to the jurisdiction of the courts in the State of Florida with respect to claims arising out of the Agreement. Venue for any action arising under this Agreement lies exclusively in Seminole County, Florida.
- b. It is understood that the term "College" or "Seminole State College" as used in this Agreement includes the employees, agents, and District Board of Trustees of Seminole State College of Florida.
- c. The fees and specific details related to the use of College facilities as outlined in this Agreement are in the Facilities Reservation form attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement for Temporary Use of Seminole State College Facilities to be executed as of the date indicated.

For Seminole State College:

 Robert Whitaker (Oct 30, 2025 09:22:19 EDT) _____ Signature of College Representative	Oct 30, 2025 _____ Date
Name (print) <u>Robert Whitaker</u>	
Position: _____ Site Designee or <u>X</u> Vice President, Business Operations & CFO	

For User Organization:

Organization: <u>Seminole County</u>	Title _____
_____ Signature	
_____ Date	

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

**Facility Reservation
Seminole State College**

Requestor Name: Chief Daniel Bowen
Requestor Organization: Seminole County Board of County Commissioners
Mailing Address: 150 Eslinger Way, Sanford, FL 32773
Business Telephone Number: 407-665-5502
Email Address: dbowen@seminolecountvfl.gov Chief Daniel Bowen
Organization Status: (Check one) ☒ **Public** ☐ **Private Non-profit** ☐ **Private For Profit**
Description of Activity: Firefighter Training

Date and Time of Activity: 1 Date from October 1, 2025 through September 30, 2026 8:00am – 5:00pm

Campus, Location / Facility: SLM Public Safety fire tower and parking lot use

Requirements/Requests:

In addition, the following will apply. The User shall

- In the event a training date must be rescheduled, the User agrees that it will be rescheduled on an “as needed” basis between the hours of 7:00am and 10:00pm for dates approved at least one day in advance of use by the Dean, Center for Public Safety, or his designee.
- Security – User Organization MUST NOT access property without Security officer 407-708-2178 or Center for Public Safety staff, granting access at the site. This requirement must be met, even if the gate to the property is unlocked/open.

Room Setup – 5 ft tables: 6 ft tables: 60” Rounds: **Chairs:** Podium:
Custodial: _____
CTS or Media Services – Computer or Laptop: _____
Need microphone/speakers: _____ **Monitors:** _____
Need ability to play video: _____ **PowerPoint:** _____
Need internet access: _____ **Special lighting:** _____
Technical equipment setup: _____ **Technical staffing:** _____
Insurance certificate: _____
Security – (Determined by the Director of Security): _____
Site Supervisor: _____
Insurance: _____
Food: _____
Parking Permit: _____
Anticipated Attendance: _____
College Public Information Officer Notification (if attendance 100 or greater): _____
Risk Mgmt Review (GEN, outside, 100+, or Risk): Julie Overstreet

For College Use only

**Facilities Reservation
Seminole State College
RATE QUOTE**

Preparer:

Reviewed: FS

Donna Collins

Facility Designations	SLM campus fire tower	Rate for fire tower:	\$250.00
	1 date x 9 hours = \$250.00	\$250 daily rate	
Facility Designations	SLM campus Parking Lot Use	Rate: \$1,000 Daily Fee	\$1,000.00
	1 Standard Daily rent accessed		
Public Safety Certified Site Supervisor	1 date x 9 hours	Rate: \$50.00 per hour	\$450.00
Subtotal			\$1,700.00
Less Fee(s) Waived			-\$1,700.00
Sales Tax for Rental of	Real Property	0.0% Eff. 10/1/25	EXEMPT
Total			\$0.00

Seminole County Facilities Agreement

FY2025.26

Final Audit Report

2025-10-30

Created:	2025-10-30
By:	Donna Collins (collinsd@seminolestate.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAav9LAWXV9aCZ0cVyOZMyEzxOAIQDvKGj

"Seminole County Facilities Agreement FY2025.26" History

-  Document created by Donna Collins (collinsd@seminolestate.edu)
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-  Document emailed to Robert Whitaker (whitakerr@seminolestate.edu) for signature
2025-10-30 - 1:21:07 PM GMT
-  Email viewed by Robert Whitaker (whitakerr@seminolestate.edu)
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-  Document e-signed by Robert Whitaker (whitakerr@seminolestate.edu)
Signature Date: 2025-10-30 - 1:22:19 PM GMT - Time Source: server- IP address: 216.120.209.100
-  Agreement completed.
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