

# INDIAN RIVER COUNTY iG LICENSE AGREEMENT

License Preparation Date:	1/9/2023	License Duration:	3/3/2023 at 3:00pm until 3/4/2023 at 6:00pm
Organization:	First Church of the Nazarene Inc.	Contact Name:	Stephanie Watson
Address:	1280 27 <sup>th</sup> Ave	Phone:	Office: 772.562.5904 Cell: 772.584.1851
City/State/Zip Code:	Vero Beach, FL 32960	E-Mail:	indianriversteamfest@gmail.com
Name of Event:	STEAM Fest 2023	Expected Attendance:	1700+
Event Time:	10:00am-4:00pm	Load-Out Date/Time:	3/4/2023 4:00pm-6:00pm
Load-In Date/Time:	3/3/2023: 3:00pm-9:00pm 3/4/2023: 7:00am-10:00am		

**WITNESSETH:**

**WHEREAS**, Indian River County (the “County”) is the owner of certain property known as the Indian River County Intergenerational Recreation Center and Event Venue, located in Indian River County, Florida, (the “iG Center”); and

**WHEREAS**, the County has the authority to issue and/or execute, and First Church of the Nazarene, Inc. (the “Applicant”) desires the issuance and/or execution of, a permit/agreement for the utilization of the iG Center, which Applicant has inspected and hereby acknowledges to be sufficient for its intended purpose and/or use contemplated hereunder; and

**WHEREAS**, Applicant warrants to the County that it is qualified and authorized to do business in the State of Florida and Indian River County, Florida and has or will obtain and maintain the proper certification, licensure, insurance, permits and all other requirements pursuant to federal, state and local laws, statutes, ordinances, rules and regulations necessary to conduct any and all activities contemplated herein, and to satisfactorily perform its obligations as herein required; and

**WHEREAS**, the Applicant acknowledges that the use of the iG Center is subject to and expressly conditioned by section 205.04 (Permits) and section 205.09 (Sale and consumption of alcoholic beverages at designated recreational facilities), of the Indian River County Code of Ordinances, if applicable at the time of the License Duration, which are hereby incorporated by reference when applicable;

**NOW, THEREFORE**, for and in consideration of the use of the iG Center and other valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, and of the mutual covenants herein contained, the parties, as indicated by their authorized representatives’ signatures below, hereby agree to the terms and conditions set forth herein:

**A. PARK, PREMISES & EVENT SCHEDULE:**

1. This Indian River County iG Center License Agreement (“License Agreement”) applies to all events for the use of the iG Center. The areas, personnel and facilities of the iG Center which Applicant may apply for a permit, license, or use hereunder are more particularly described as

I. Facilities & II. Amenities (Reference Exhibit A & Exhibit B)

**FACILITY**

- Room 112 A           \$ 56.25 x    17 hours = \$ 956.25
- Room 112 B           \$ 56.25 x    17 hours = \$ 956.25
- Room 131 A           \$ 41.25 x    17 hours = \$ 701.25
- Room 131 B           \$ 41.25 x    17 hours = \$ 701.25
- Room 131 C           \$ 41.25 x    17 hours = \$ 701.25
- Room 135             \$ 41.25 x    17 hours = \$ 701.25
- Lobby                 \$ 56.25 x    17 hours = \$ 956.25
- Concession Stand    \$ 37.50 x    17 hours = \$ 637.50
- Gymnasium            \$ 93.75 x    17 hours = \$ 1,593.75
- Veranda               \$100.00 x    1 day     = \$ 100.00
- Courtyard            \$100.00 x    1 day     = \$ 100.00
- J. Wiggins Field     \$150.00 x    1 day     = \$ 150.00

**AMENITIES PER EVENT (Equipment)**

- Tables                \$8.00 x 61 = \$488.00 *96 tables total*  
*35 tables are included in the License Agreement*
- Chairs                \$0.50 x 140 = \$70.00 *320 Gray Chairs, 30 Folding Chairs*  
*210 chairs are included in the License Agreement*
- Gym Floor Covering   \$300.00 x    1 event = \$ 300.00 (per event)

**CLEANING FEE**

**EVENT CLEANING FEE (During Event)**

- Gymnasium Restrooms   \$100.00 x 1 event = \$ 100.00
- West Wing Restrooms    \$100.00 x 1 event = \$ 100.00
- East Wing Restrooms    \$100.00 x 1 event = \$ 100.00

**POST EVENT CLEANING FEE**

- Guests greater than 150   \$200.00 x 1 day(s) = \$ 200.00

*Post event cleaning fee does not include decorations. Applicant is responsible for items brought in to decorate room/area to include any 3<sup>rd</sup> party vendor items (ex. Lighting, sound, tents, etc.), plates, cutlery, drinks, linens, slipcovers, balloons, etc. Tables must be cleaned prior to Applicant departure. Any 3<sup>rd</sup> party items left by the Applicant’s subcontractors or 3<sup>rd</sup> party vendors past the indicated load-out time in the License Agreement are subject to additional fees.*

**GARBAGE – IRC Rate w/ Waste Management; may be subject to change**

- 10ft Dumpster, per drop off or swap   \$120.00 x 1 = \$ 120.00
- Delivery Charge, One time charge    \$75.00 x 1 = \$ 75.00
- Dumpster Disposal                    \$50.00 x 1 = \$ 50.00

<b>RENTAL AGREEMENT SUBTOTAL:</b>	<b>\$ 10,358.00</b>
<b>6.5% TAX:</b>	<b>tax exempt</b>
<b>Indian River County in-kind partnership :</b>	<b><u>\$ 5,179.00</u></b>
<b>RENTAL AGREEMENT COST:</b>	<b><u>\$ 5,179.00</u></b>
<b>*REFUNDABLE DAMAGE DEPOSIT:</b>	<b><u>\$ 500.00</u></b>
<i>*Fully refundable following event with no additional charges or damage.</i>	
<b>GRAND TOTAL:</b>	<b><u>\$ \$ 5,679.00</u></b>

(the “Premises”), which Applicant acknowledges to be sufficient, as is, for its intended purpose and/or use contemplated hereunder.

III. Personnel  
 iG Event Staff

IV. Permits  
 Alcohol Permit

2. Applicant may use and have access to the Premises for a period, commencing at 3:00pm on the 3<sup>rd</sup> day of March 2023, and ending at 6:00pm on the 4<sup>th</sup> day of March 2023, (“License Duration”), which License Duration shall include Event set-up, removal and clean-up. Where the Applicant requires usage after the stipulated time, Applicant is required to pay additional charges including, but not limited to standard hourly/daily rates and any overage fees as set forth in the iG Fee Schedule attached as Exhibit B (“Fee Schedule”).

**B. AUTHORIZED USE, TERMS & CONDITIONS:**

1. The Premises are to be used by Applicant for the STEAM FEST 2023 (the “Event”).
  - (a) The Event may include the following activities:  
Educational programming and activities, concession use, food truck(s), exhibit hall, arts and crafts, drum circle, etc.
  - (b) The hours of the Event shall be:  
March 4<sup>th</sup>, 2023 from 10:00am until 4:00pm
  - (c) The Event shall be used for no other purpose whatsoever, unless prior written approval is requested in writing by Applicant and given by the County which approval shall be subject to availability but not be unreasonably withheld, conditioned, or delayed so long as such request is submitted at least 90 days prior to the beginning of the License Duration. Such change may result in a modification of the insurance requirements set forth in B. 17.
  
2. Applicant agrees to pay to the County as rent, costs, expenses and taxes for the use of the Premises the following sums:
  - (a) Rental fee will be **\$ 5,179.00**, plus any additional charges imposed at the request of the Applicant to be reconciled at the end of License Duration, based on the calculations on the attached Fee Schedule. A minimum of **Twenty Five Percent (25%)** of the entire rental fee, **\$1,294.75** (“Event Deposit”), is due upon execution of this License Agreement. The balance of the rental fee set forth above and any remaining payments, including any expenses, charges or other fees described in this License Agreement shall be due thirty (30)

days prior to the Event. Any incidental charges or fees not included in this Agreement at the time of execution shall be due within five (5) business days of the conclusion of the Event as described in B.1.b.

- (b) A Damage Deposit of **\$500.00** is due thirty (30) days prior to the “Event”. The Damage Deposit shall be applied against the fees, costs, expenses, charges and/or delinquent payments described herein, and against any costs of repair or replacement of damages to the iG Center that directly or indirectly result from the Event, whether caused by Applicant or Applicant’s employees, invitees, licensees, contractors, assignees, contestants, exhibitors or performers, or others on the Premises at Applicant’s direction or invitation. The County’s use of the Damage Deposit or any other sum described herein shall in no way constitute a waiver of any other right the County may have at law or equity. The Damage Deposit, to the extent unused, shall be returned to Applicant within thirty (30) business days following the Event.
3. The Applicant shall provide to the County information as to the total ticket sales at 30, 15, 7 and 3 days prior to the Event. The County reserves the right to cap ticket sales depending on the capacity of the Premises and the iG Center or because of law enforcement, sanitation, traffic control or due to other public safety issues.
  4. Applicant shall be financially responsible for all charges for all materials, personnel, services and equipment that the county furnishes for the Event. Applicant shall also be financially responsible for all charges for all materials, personnel, services and equipment that are provided by non-county agencies associated with this Event (i.e., stagehands, sound/light companies, ushers).
  5. This License Agreement is not a permit. As set forth in sections 205.04 (Permits) and 205.09 (Sale and Consumption of Alcoholic Beverages at Designated Recreational Facilities), of the Indian River County Code of Ordinances, the Applicant must obtain the necessary iG Center use permit and alcohol permit, which collectively require the Applicant to timely obtain approvals of plans, including but not limited to, adequate sanitation facilities and sewage disposal, parking facilities, transportation of patrons, adequate medical facilities, adequate security and traffic control. Applicant shall be responsible for all costs associated with such facilities and services.
  6. The County shall have the right, after coordination with the Applicant’s authorized representative, to determine in its sole discretion the level of County staff necessary to service the facilities during the License Duration. Applicant shall be responsible for all additional costs for County staff and Applicant may request additional staff as needed.
  7. Applicant’s failure to make any of the payments required hereunder in a timely manner shall constitute a material breach and shall result in the immediate termination of this License Agreement. All fees, costs and expenses, including, without limitation, attorney’s fees, incurred by the County in the collection of any payment due hereunder shall be reimbursed by Applicant.
  8. Applicant (including all artists, performers, entertainers, sound technicians, employees, and subcontractors of Applicant, and any other participating in the production of the Event) shall comply and ensure compliance with the following during the Event:

- (a) The hours of event production and sound checks utilizing amplified sound in the iG Center are restricted to:
    - i. Sunday through Thursdays from 10:00am-6:00pm with a minimum of one thirty (30) minute intermission.
    - ii. Fridays and Saturdays from 10am-10:59pm with a minimum of one thirty (30) minute intermission.
  - (b) The starting hours listed above may be adjusted to begin earlier upon approval of the County.
  - (c) The location and arrangement of the stages and sounds systems shall be in accordance with the Stage Configuration Map as detailed by Applicant and approved by the County. The preliminary Stage Configuration Map and a Site Plan shall be provided to the County thirty (30) days prior to the Event and a final Stage Configuration Map and Site Plan no less than fifteen (15) days prior to the Event.
  - (d) Sound attenuation blankets or sound walls may be required to be erected at the rear of any temporary stages. Such temporary stage installations shall be installed in such a manner so as to minimize the noise impact on surrounding residential properties.
  - (e) Applicant shall obtain stage inspection, documentation and certification in accordance with industry standard. Applicant shall provide copies of documentation reflecting certification within 24 hours of Event. Applicant shall also allow the County to inspect the stage construction. Such inspection shall occur no later than 24 hours prior to the Event. Any cost associated by the County's inspection shall be at the sole cost of the County. The County shall make inspector(s) available at a mutually agreeable time. Failure to timely inspect the Stage by the County shall not preclude Applicant from proceeding with the Event.
9. Undisclosed or unpermitted activities or hours shall be cause for this License Agreement to be voidable by the County at any time during the License Duration. Undisclosed and unpermitted activities shall be subject to cancellation of the Event, and Applicant shall be subject to damages, penalties and other legal and equitable remedies including, but not limited to full payment under this License Agreement.
  10. Applicant shall not assign this License Agreement or any rights hereunder or sublet the Premises without the express prior written consent of the Assistant County Administrator or his/her designee.
  11. In the event that the Premises or any other portion of the iG Center are not vacated and cleaned by Applicant at the end of the License Duration, the County is hereby authorized to remove from the Premises or any other portion of the iG Center, at the expense of Applicant, all goods, wares, merchandise and property of any and all kinds and descriptions placed or permitted therein by Applicant and which may be then occupying the same, and County shall not be liable for any damage or loss to such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed. Applicant hereby expressly releases County from any and all such claims for damages of whatsoever kind or nature and agrees to defend, indemnify and hold County harmless at Applicant's expense as to any claims for damages by third parties having interests in such goods, wares, merchandise and property, including costs and attorney's fees.
  12. Applicant shall: (i) use and occupy the Premises in a safe and careful manner, including but not limited to properly covering any and all power cords; (ii) comply with all federal, state and local

laws, statutes, rules, regulations and ordinances; (iii) use the Premises solely for the purposes provided above; (iv) not permit the Premises, or any part thereof, to be used for any unlawful purpose or in any manner that may result in or cause harm and/or damage to persons or property; (v) not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of, or on any part of the Premises, except with the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed; and (vi) deliver to the County the Premises in as good a condition and repair, including all necessary trash or waste removal, as the same shall be found at the beginning of the License Duration. Additionally, Applicant:

- (a) assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event. Applicant shall defend, indemnify and hold County harmless at Applicant's expense from all suits, actions, proceedings, damages, costs and expenses in law or equity, including attorney's fees, for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Applicant or its employees, invitees, licensees, contractors, assignees, performers, contestants and exhibitors, in connection herewith.
- (b) shall not alter landscaping, fencing or any permanent structure nor shall there be any obstruction to ingress and egress to and from the Premises without the express written consent by the County.
- (c) acknowledges that the County shall have the sole right to collect and have the custody of articles left at the Premises by persons attending any Event given or held on the Premises, and Applicant or any person in Applicant's employ shall not collect or interfere with the collection or custody of such articles.
- (d) acknowledges that the County reserves the right to eject any persons reasonably deemed violent or otherwise dangerous to health, safety and welfare.
- (e) acknowledges that the County may immediately terminate the Event if the National Weather Service issues a severe weather warning, or imminent severe weather conditions develop in the area indicating a risk to public safety, or a state of emergency has been declared. Applicant hereby waives any rights and all claims for damages against the County that may result from the exercise of the rights reserved herein.
  - i. In the event any part of the iG Center is damaged or unsafe for use due to a hurricane, fire, water, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement by the County impossible for the event, the County shall refund all fees to the applicant.
- (f) represents and warrants to the County that Applicant's employees, invitees, licensees, contractors, assignees, contestants, exhibitors and performers by their speech, song, music, conduct or manner will not violate or incite others to violate any statute, law, ordinance, rule, regulation or order of any federal, state, municipal or other governmental authority.

13. The County and its officers, agents and employees engaged in the operation and maintenance of the Premises reserve the right to enter upon and to have free access to the Premises at any and all times, which reservation is hereby acknowledged and agreed to by Applicant.
14. Applicant releases and forfeits any right of action against the County or its members, officials, employees and agents from any liabilities, claims for damages, losses, and costs which arise out of or in connection with the Event and to the fullest extent permitted by law, indemnifies, defends and saves the County and County’s members, officials, officers, employees and agents harmless (1) against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property for every cause in any way connected with the Event irrespective of negligence, actual or claimed, upon the part of the County, its agents and employees, except where caused by the willful and wanton acts of County officials, officers, employees and agents, and (2) from all expenses incurred by the County for police protection, fire protection and emergency medical services, restoration and clean up, sanitation and maintenance costs and expenses that are required to preserve public order and protect public health, welfare and safety on the Premises of the Event.
15. At least 30 days prior to the License Duration, the Applicant shall, without limiting Applicant’s liability submit certificates of insurance naming “Indian River County, FL” as additional insured and shall:

Procure and maintain at Applicant’s sole expense, insurance of the types, coverages and amounts not less than stated below:

Schedule	Limits
Commercial General Liability – No more restrictive than ISO Form CG0001 (including property damage, personal injury, products / comp. ops. agg., premises, operations, and blanket contractual liability, and host liquor liability)	\$1,000,000 Each Occurrence Combined Single Limit
(The County and County’s members, officials, officers, employees and agents, shall be named as additional insureds under all of the above Commercial General Liability coverage).	

In the event the use of motor vehicles is an integral part of the Event (unless a separate ordinance is specifically applicable to the automobiles):

Automobile Liability (all automobiles-owned, hired or non-owned)	\$500,000 Combined Single Limit
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In the event the Applicant hires employees for the Event or is otherwise required to carry workers’ compensation insurance, the Applicant will provide evidence of workers' compensation insurance or exemption as required by Florida Workers Compensation Law as defined in Chapter 440, Florida

Statutes. Applicant will assume responsibility for Applicant’s discretion in confirming that all of the Applicant’s contractors or subcontractors engaged in work for the Event have the appropriate workers’ compensation coverage. Such evidence will include evidence of workers’ compensation benefits and employer's liability insurance for the following minimum limits of coverage:

Workers Compensation Including coverage for any appropriate Federal Acts (e.g. Longshore and Harbor Workers Compensation Act, 33 USC §§ 901-952, and the Jones Act, 46 USC §§ 688 et seq.) where activities include liability exposures for events or occurrences covered by Federal statutes.	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

In the event that any services or activities of a professional nature are provided, and Risk Management determines the coverage is necessary, pursuant to (k) below:

Professional Liability (Errors and Omissions)	\$1,000,000 Each Occurrence/Claim
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In the event that children will be supervised in connection with the Event and Risk Management determines the coverage is necessary, pursuant to (k) below:

Sexual Molestation Liability	\$1,000,000 Each Occurrence/Claim
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In the event alcoholic beverages, including beer and wine, will be served, sold, consumed or otherwise allowed at the Event, the entity serving or selling the alcoholic beverages must have the following coverage:

Liquor Liability	\$1,000,000 Combined Single Limit
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- (b) Participants – Except as set forth below, the Applicant shall assume all responsibility for Applicant’s discretion in obtaining, if any, insurance from the Event’s contributing participants and subcontractors (such as caterers, vendors, production companies, entertainers, sponsors) in the types and amounts necessary to adequately protect the County and the County’s members, officials, officers, employees and agents.
- (c) Primary and Non-Contributory – The Applicant’s insurance will apply on a primary basis and will not require contribution from any insurance or self-insurance maintained by the County.
- (d) Deductibles – The deductibles of the insurance policies applicable to the Event shall be deemed customary and the responsibility of the Applicant and any named insureds.



- (e) Additional Insured – The Applicant’s insurance, except workers’ compensation and any additional coverages where it is unavailable, will name the Board of County Commissioners of Indian River County and County’s members, officials, officers, employees and agents, as additional insureds under all insurance coverages required for the Event.
  - (f) Reporting Provision – The Applicant’s insurance shall be provided on an occurrence form. In the event that coverage is only available on a claims made form, the Applicant shall agree to maintain an extended reporting coverage for a minimum of two years past the expiration of the annual policy term.
  - (g) Duration – Notwithstanding anything to the contrary, the Applicant’s liabilities intended to be covered by the insurance coverage(s) required under this section shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of particular policies for insurance coverages.
  - (h) Sovereign Entities – State and federal agencies eligible for sovereign immunity may submit a statement of self-insurance for liability as allowed by the applicable state or federal statute. Such statement will be acceptable in place of insurance requirements defined herein.
  - (i) Financial Responsibility – Applicant shall obtain insurance by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Applicant must maintain continuation of the required insurance throughout the Event, which includes load-in, setup, tear down, and load-out.
  - (j) Evidence of Financial Responsibility – Applicant must provide a certificate of insurance to the County’s Risk Manager, demonstrating the maintenance of the required insurance including the additional insured endorsement 30 days prior to the Event Date. Upon written request, the Applicant shall make its insurance policies and endorsements available to the County’s Risk Manager. The County’s Risk Manager shall approve the Applicant’s insurance if it complies with this License Agreement’s requirements, including, if any, additional insurance coverages deemed necessary by the Risk Manager. No material alteration or cancellation, including expiration and non-renewal of Applicant’s insurance, shall be effective until 30 days after receipt of written notice by the County from the Applicant or the Applicant’s insurance company.
  - (k) Discretionary Authority – Depending upon the nature of any aspect of any event and its accompanying exposures and liabilities, the County may, at its sole option, require additional insurance coverages not listed above, in amounts responsive to those liabilities, which may or may not require that the County also be named as an additional insured.
  - (l) Applicant is required to immediately notify the County of any incident, accident, occurrences and/or claims made in connection with the Event.
16. Applicants seeking a permit for the sale and consumption of alcoholic beverages per section 205.09 of the Indian River County Code of Ordinances shall submit the purveyor’s name no less

than 45 days prior to the Event to the County. At least 30 days prior to the Event, the Applicant shall submit copies of the alcohol vendor's required state alcoholic beverage licenses and insurance certificate in accordance with Section B. 17 to the County.

17. If default occurs on the part of the Applicant in fulfillment of any of the terms, covenants or conditions, including the timely submittal of all documents set forth in Section B, of this License Agreement, the County may terminate this License Agreement and decline to issue any and all permits necessary for the Event. In such case, the rent, taxes, fees, deposits and any other charges hereunder, whether accruing before or after such termination, shall be considered part of and inclusive of the County's damages resulting from Applicant's default. Applicant's default hereunder shall be considered a default of any and all agreements by and between Applicant and the County, and any amounts due Applicant under its other agreements with the County may be used by the County to remedy Applicant's defaults hereunder. Any remedy granted in this License Agreement to County shall be in addition to all other remedies available to County in law or equity, and not exclusive of such remedies.
18. In the event that the Applicant cancels all or any time or portion of the Premises reserved for the Event, the County must receive written notice. Applicants may be entitled to a refund according to the following schedule:
  - (a) Cancellation prior to 180 days from the first date of License Duration will receive a refund equal to 85% of the Event Deposit collected under Section B.4(a).
  - (b) Cancellation between 90-180 days of the first date of License Duration will receive a refund equal to 50% of the Event Deposit collected under Section B.4(a).
  - (c) Cancellation less than 90 days of the first date of License Duration will forfeit the Event Deposit collected under Section B.4(a).
19. In addition to any other charges set forth in the Fee Schedule, the Applicant shall pay a \$250 administrative fee for each modification or addendum to the License Agreement.
20. In the event that the Premises or any part thereof, or adjacent premises required for access thereto, should be so damaged or destroyed by fire or other cause, without the fault of Applicant, as to prevent the use of the Premises for the Event, then this License Agreement shall terminate. In such event, the County shall be paid for all items of expense incurred by it under this License Agreement and any rental accrued prior to such destruction or damages, but Applicant shall be relieved of paying rent accruing thereafter. For purposes of this paragraph, causes or events not within Applicant's control shall include, without limitation, acts of God, floods, earthquakes, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within Applicant's control, and thus not falling within this Section 12, shall include, without limitation, Applicant's financial inability to perform or comply with the terms and conditions hereof, economic hardship, a featured act's failure or refusal to perform or appear, and misfeasance, malfeasance or nonfeasance by any of Applicant's directors, officers, employees, contractors, or agents.
  - (a) In the event any part of the iG Center is damaged or unsafe for use to due to a hurricane, fire, water, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement by the County impossible for the event, the County shall refund all fees to the applicant.

21. Applicant acknowledges receipt of and agrees to comply with the iG's Rules and Regulations which are attached hereto as Exhibit C and incorporated by reference.
22. Applicant assumes all risks of damages to and loss by theft or otherwise of the furniture, appliances or other property of Applicant or Applicant's employees, invitees, licensees, contractors, assignees, performers, exhibitors, contestants and those otherwise contracting with Applicant, and Applicant hereby expressly releases and discharges County from any and all liability for any such loss and agrees to defend, indemnify and hold County harmless from all claims and actions for damages as to such losses, including attorney's fees.
23. County and Applicant retain all television, film, recording and licensing rights as to any Event that takes place in or on the Premises, provided such is permitted within the Artist Contract. County will coordinate such recordings with Applicant's marketing representative. In the event of artist recording restrictions, Applicant shall request the right to allow the County to take generic production and still photographs of the Event.
24. Unless excused by impracticability or impossibility of performance or other lawful contractual defense, any attraction, act, or person contracted to appear during the Event as an entertainer shall appear at the published time or within one hour thereafter. Applicant shall not advertise or permit any advertising that a particular performer will appear for the Event until after a contract for the performer's appearance has been executed and a copy thereof has been provided to the County; otherwise, the County may terminate this License Agreement and cancel the Event.
25. No exception or waiver of any provision of this License Agreement shall be effective unless in writing signed by the Assistant County Administrator. No such waiver shall be held to waive the same provision on a subsequent occasion or be construed to constitute a waiver of any other provision of this License Agreement. This License Agreement contains the entire agreement between the parties, unless modified or amended by a subsequent written agreement executed by the parties. This License Agreement shall be governed by the laws of the State of Florida, and venue for the resolution of disputes hereunder shall be in a court of law in Indian River County, Florida.
26. At least 30 days prior to the Event Date, Applicant shall submit proof of application for a "Special Events & Tent Sales Inspection Permit" from the Indian River County Fire Prevention Bureau pursuant to Florida Fire Prevention Code: NFPA 1, Chapter 25, NFPA 101 & 102 and IRC Ordinance Section 208.11.
27. All of the Applicant's subcontractors shall have all of the necessary local, state and federal licenses for the services provided at the Event.
28. All deadlines falling on a weekend or holiday shall be accelerated to the prior business day.
29. Animals will not be permitted onto the iG Center property during an event unless they are considered a Service Animal. The Americans with Disabilities Act (ADA) 2010 Regulations define a service animal as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic,

trained or untrained, are not service animals for the purposes of this definition." C.F.R. § 35.104 and § 36.104 (2010). This paragraph does not apply to organizations hosting animal events (dog shows/horse shows). Indian River County Code of Ordinances also states: "*Dogs prohibited*. No dogs are allowed in any park or recreational facility unless specifically posted as allowable by the department. (205.3 paragraph 22). **The Promoter/Organization/Renter is wholly responsible for any incidents that occur during the event that involve non-service animals that were allowed on the property during their event.**

30. Any notice, request, instruction, demand, consent or other communication required or permitted to be given under this License Agreement shall be in writing and shall be given in writing and delivered by email or US Mail, Certified – Return Receipt Requested, to the following:

Beth Powell  
Parks and Recreation Director  
Indian River County iG Center  
Parks and Recreation Division  
1590 9<sup>th</sup> Street SW  
Vero Beach, FL 32962  
Email: [bpowell@ircgov.com](mailto:bpowell@ircgov.com)

**Applicant: First Church of the Nazarene, Inc.**  
**Name: Stephanie Watson**  
**Address: 1280 27<sup>th</sup> Ave Vero Beach, FL 32960**  
**Email: [Indianriversteamfest@gmail.com](mailto:Indianriversteamfest@gmail.com)**

31. Applicant acknowledges that the County makes no guarantees to Applicant, express or implied, as to any pecuniary gain that Applicant may have intended to result from the Event.
32. The recitals and WHEREAS clauses are true, accurate and correct and are hereby incorporated herein by this reference.
33. Services Provided by the County:  
(a) County reserves the right to determine the adequacy of outside services procured by the Application under Section B as a condition of the Permit.

**IN WITNESS WHEREOF**, the parties, by and through their authorized representatives' signatures below, do hereby execute this License Agreement on this \_\_\_\_\_ day of

\_\_\_\_\_ , \_\_\_\_\_.

**APPLICANT:**

**BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Stephanie Watson, Kids Life Pastor

By: \_\_\_\_\_  
Joe Earman, Chairman

Approved by BCC: \_\_\_\_\_, 2023.

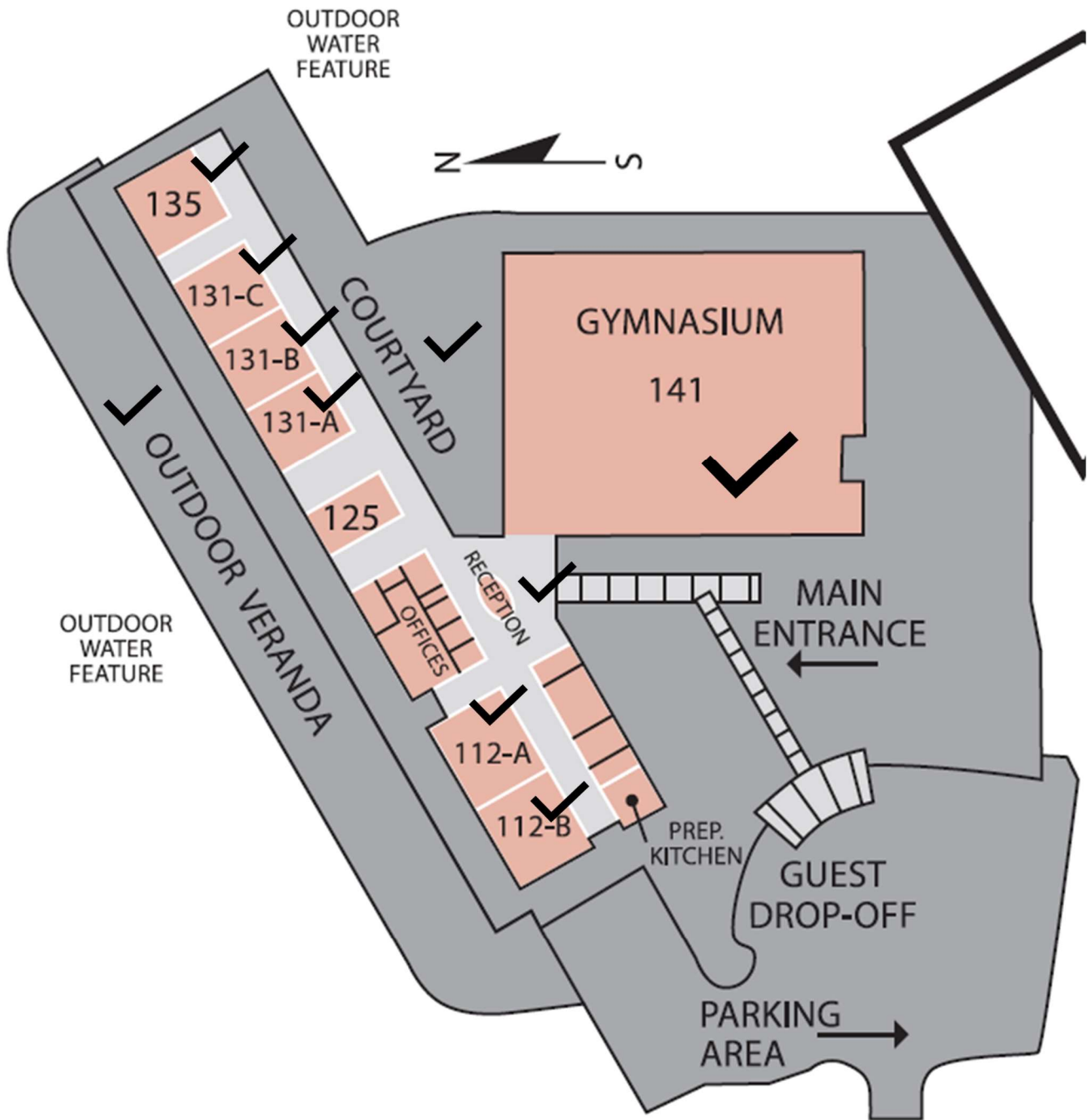
**ATTEST:**

By: \_\_\_\_\_  
Jeffrey R. Smith,  
Clerk of Court and Comptroller

Approved as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney

**Exhibit A- Intergenerational (iG) Center**



# Exhibit B – Fee Schedule



## EXHIBIT B - Intergenerational Center License Agreement Fees - Nonprofit



### EXHIBIT B

### STEAM Fest 2023

*Date(s) of Rental:* Saturday, March 4, 2023  
*Event Time:* 10:00am - 4:00pm  
*Load In Date/Time:* 3/3/2023 3:00pm-9:00pm; 3/4/2023 7:00am-10:00am  
*Load Out Date/Time:* 3/4/2023 4:00pm-6:00pm  
*Estimated # of Participants:* 2000

FACILITY		Hours / Days	Total
Room 112 A	\$ 56.25 x 17	= \$ 956.25	
Room 112 B	\$ 56.25 x 17	= \$ 956.25	
Room 131 A	\$ 41.25 x 17	= \$ 701.25	
Room 131 B	\$ 41.25 x 17	= \$ 701.25	
Room 131 C	\$ 41.25 x 17	= \$ 701.25	
Room 135	\$ 41.25 x 17	= \$ 701.25	
<hr/>			
Room 141 (Gymnasium)	\$ 93.75 x 17	= \$ 1,593.75	
Parade	\$ 100.00 x 1	= \$ 100.00	
East Lawn	\$ 187.50 x	= \$ -	daily
J. Wiggins Field (West Lawn)	\$ 150.00 x 1	= \$ 150.00	daily

AMENITIES PER EVENT (Equipment)	QTY		
Tables	\$ 8.00 x 61	= \$ 488.00	
<i>35 tables are included in the Standard &amp; Nonprofit Rates for all rooms at no additional cost</i>			
Chairs	\$ 0.50 x 140	= \$ 70.00	
<i>210 chairs are included in the Standard &amp; Nonprofit Rates for all rooms at no additional cost</i>			
Gymnasium Bleachers, <i>Stationary, seating 300</i>	\$ - x	= \$ -	
Gym Flooring	\$ 300.00 x 1	= \$ 300.00	per event
Sm. Mobile Bleachers, (1st Day)	\$ 50.00 x	= \$ -	
Sm. Mobile Bleachers, Addl. Days	\$ 25.00 x	= \$ -	
Projector	\$ 150.00 x	= \$ -	daily
Projector Screen, Mobile	\$ - x	= \$ -	
Projector Screen, 131 C	\$ - x	= \$ -	
Projector, <i>Inflatable Screen w/projector &amp; 2 speakers</i>	\$ 500.00 x 1	= \$ 500.00	daily
Projector, Inflatable Screen Only	\$ 300.00 x	= \$ -	daily
Bluetooth Sound System	\$ 75.00 x	= \$ -	daily
Sound System, Mobile	\$ 100.00 x	= \$ -	daily



EXHIBIT B - Intergenerational Center License Agreement Fees - Nonprofit



Gymnasium Sound System	\$	325.00	x	-	\$	-	daily
Gymnasium Score Board	\$	25.00	x	-	\$	-	daily
Podium	\$	-	x	-			
Serving Carts	\$	20.00	x	-	\$	-	
200 AMP Electrical Power, Per Hour	\$	75.00	x	-	\$	-	hourly

*Electrical Power tie-in and tie-out must be performed by a licensed electrician. Electrician must provide proof of licensure and insurance. Acquiring service and all costs for electrician shall be borne by the Applicant.*

**ALCOHOL PERMIT FEE**

Daily Alcohol Permit	\$	400.00	x	-	\$	-	daily
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*A minimum of one (1) Indian River County Sheriff's Deputy is required to be on site during alcohol service and remain until the end of the Applicant's load out time from the Indian River County Intergenerational Recreation Center & Event Venue as deemed in License Agreement. All security costs shall be borne by the Applicant. Indian River County Sheriff's Office may deem it necessary to increase the minimum number of Indian River County Deputies on site at its sole discretion. Alcohol may only be served by a properly licensed alcohol vendor or a caterer who holds an active and valid 13CT Caterer's Alcoholic Beverage License.*

**CLEANING FEE**

**Event Cleaning Fee (During Event)**

iG Event/Rental Usage	\$	50.00	x	-	\$	-	
Gymnasium Restrooms	\$	100.00	x	1	-	\$	100.00
West Wing Restrooms	\$	100.00	x	1	-	\$	100.00
East Wing Restrooms	\$	100.00	x	1	-	\$	100.00

**Post Event Cleaning Fee**

Guests less than 75	\$	50.00	x	-	\$	-	
Guests between 75 to 150	\$	100.00	x	-	\$	-	
Guests greater than 150	\$	200.00	x	1	-	\$	200.00

*Post Event Cleaning Fee does not include decorations. Applicant is responsible for items brought in to decorate room/area to include any 3rd party vendor items (e.g. lighting, sound, tents, etc.), plates, cutlery, drinks, linens, slipcovers, balloons, etc. Tables must be cleared prior to Applicant departure.*

*Any 3rd party items left by Applicant's subcontracts or 3rd party vendors past the indicated loadout time indicated in the License Agreement are subject to additional fees.*

**Garbage - IRC Rate w/Waste Management; may be subject to change**

15 ft Dumpster, per drop off or swap	\$	157.34	x	-	\$	-	
10 ft Dumpster, per drop off or swap	\$	120.00	x	1	-	\$	120.00
Delivery Charge, one time charge	\$	75.00	x	1	-	\$	75.00
Dumpster Disposal	\$	50.00	x	1	-	\$	50.00



**STAFF**

				<b>QTY</b>	<b>Hours</b>		
Staff	\$	25.00	x		x	-	\$ -
Staff (Holiday Rate)	\$	50.00	x		x	-	\$ -

**MISCELLANEOUS**





EXHIBIT B - Intergenerational Center License Agreement Fees - Nonprofit



Facility Exclusion (per wing or gym)	\$	250.00	x	-	\$	-	daily
Last-Minute Booking Fee, Booked Less 45 Days	\$	25.00	x	-	\$	-	per event

<b>IRC PARKS DEPT. ITEMS</b>			<b>QTY</b>			<b>Per Day</b>	
Stage Risers, 6-8 each, 4ftx8ft panels	\$	25.00	x	x	-	\$	-

<b>FACILITY / PROPERTY / AMENITIES / OTHER SUBTOTAL: - \$</b>		<b>10,358.00</b>
	<b>Tax Exempt -</b>	
	<b>Subtotal: - \$</b>	<b>10,358.00</b>
Indian River County in-kind Sponsorship	<b>Amount: - \$</b>	<b>5,179.00</b>
<b>RENTAL AGREEMENT COST = \$</b>		<b>5,179.00</b>

\* **REFUNDABLE** Damage Deposit: - \$ 500.00  
 \*Fully refundable following event with no additional charges or damage.  
**GRAND TOTAL: - \$ 5,679.00**

**\*\* 25% DEPOSIT: - \$ 1,294.75**  
**\*\*Events booked less than 30 days in advance requires payment in full in the form of cash or credit card.**

PAYMENTS			
Method of Payment	Date	Notes	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Balance Due:</b>			
			<b>January 18, 2023</b>

- \* Damage deposit refundable with no additional charges and no damage.
- \*\* Required to Reserve Room / Area and due upon contract signing.
- \*\*\* License Duration shall include Event set-up, removal and clean-up. Where the Applicant requires usage after the stipulated time, Applicant is required to pay additional charges including, but not limited to standard hourly/daily rates and any overage fees as set forth in the IG Fee Schedule attached as Exhibit B ("Fee Schedule").
- \*\*\*\* For each quarter hour after the applicant will be charged a fee of \$50.00 per quarter hour.

## Exhibit C

### **Indian River County Parks & Recreation Department iG Center General Rules & Regulations**

1. Scheduling is conducted on a first come, first serve basis for open dates. Reservation dates are only be secured and guaranteed with a minimum 25% Deposit Fee and fully executed license agreement. Staff reserves the option to issue a placeholder agreement along with a minimum 25% Deposit Fee in lieu of a fully executed license agreement which will secure the date pending a due diligence review. Placeholder agreements shall automatically expire 90 days after the issued date and the reservation forfeited unless the Applicant enters into a license agreement.
2. Permits for groups composed of minors will be issued only to adults who accept responsibility for supervising them throughout the period of the permit.
3. Security Plan:
  - A. If applicable, events shall present a security plan to the Indian River County Sheriff's Office, Division of Law Enforcement. Approval and sign off by the Division shall be a condition precedent of the issuance of the Permit/license agreement.
  - B. Assigned Indian River County Sheriff's Deputy(s) must have arresting authority in Indian River County.
  - C. Indian River County in consultation with the Indian River County Sheriff's Office will determine the level of security of sworn law enforcement and emergency services personnel. Indian River County will provide Applicants with the order forms for sworn Indian River County Sheriff's Office and Indian River County Emergency Service Personnel.
  - D. Evidence of sworn law enforcement and emergency service personnel scheduling shall be provided to Indian River County 45 days prior to the Event by means of a paid receipt from said Indian River County Department and Division.
4. All indoor cooking is strictly prohibited. Outdoor cooking, grilling, etc. shall be approved in advance by the Indian River County Intergenerational Recreation Center & Event Venue Management Staff along with a Special Event Permit generated by the Indian River County Fire Department. Indian River County will provide Applicants with the order forms for Special Event Permit. Evidence of Special Event Permit Inspection scheduling shall be provided to Indian River County forty-five (45) days prior to the Event by means of a paid receipt from said Indian River County Department Fire Department.
5. Deposits:
  - A. All buildings and facilities shall be left in the same condition it was received in. An additional cleaning fee shall be deducted from the damage deposit to cover the cost of cleaning/restoring the facilities to their original condition.
    - i. Any and all decorations must be approved prior to installation and removed completely at the conclusion of the event.
    - ii. The Indian River County Intergenerational Recreation Center & Event Venue Management should be left in a broom swept condition and all garbage left in designated location. Client must check in with a staff member prior to departure regarding state of room upon completion of event.
    - iii. Any damage to walls, including debris, dirt, scuff marks, food, etc. shall require a cleaning fee.

- iv. Any cleaning fee will be deducted out of the Damage Deposit.
  - B. A damage deposit depends on number of areas rented and can range from \$150.00 to \$1,000.00 and is refundable. An inspection of the property is required for every event. Damage Deposit are increased at the sole discretion of Indian River County dependent upon number of attendees and events.
6. Any signage visible from the road in any county right of way requires a permit from the Indian River County Code Enforcement Division prior to placement.
7. No animals are allowed unless assisting the handicapped.
8. Alcohol is strictly prohibited except through the issuance of an Alcohol permit issued by the Parks & Recreation Division.
9. Under no circumstances shall any person remove any equipment or other items from the premises.
10. Facilities shall be restored to their original condition and all activities ceased by at the time referenced in the Agreement. For each quarter hour after the applicant will be charged a fee of \$50.00 per quarter hour.
11. Control of all lights, thermostats and other equipment, and the locking and unlocking of doors is the responsibility of the Indian River County Intergenerational Recreation Center & Event Venue Management Staff. Staff should be notified of any special needs of the Applicant.
12. Applicant agrees to hold Indian River County, FL harmless from any and all claims for damages to persons or property resulting from their use of any facility.
13. Applicant agrees to accept facilities “as is.” Applicant acknowledges responsibility for conduct of each member / guest attending event. Applicant conducts all events at their own risk. All attendees must abide by Indian River County policies.
14. Insurance:
  - A. Insurance requirements shall be determined at the sole discretion of the Indian River County Risk Manager.
  - B. Certificates of insurance designating “Indian River County, FL” as additional insured shall be presented to Indian River County no less than forty-five (45) days prior to the event.
    - If event is held at Indian River County Intergenerational Recreation Center & Event Venue Management and less than 30 days to the start of event date, certificates must present at the time of executing license agreement.
15. All activities shall be subject to inspection by Indian River County Offices of Fire Prevention, Health Department, Sheriff’s Office, Risk Management, Traffic Control, Solid Waste Disposal District and Florida Department of Business and Professional Regulation.
16. The Event shall be used for no other purpose whatsoever as, unless prior written approval is requested in writing by Applicant and given by Indian River County. Approval shall be subject to availability but not be unreasonably withheld, conditioned, or delayed so long as such request is submitted at least thirty (30) days prior to the beginning of the License Duration. Such change results in a modification of the insurance requirements.
17. Marketing:
  - A. Publicity for an event shall NOT be distributed without an executed license agreement and a minimum of a 25% reservation deposit.
  - B. All promotional pieces must be approved by an Indian River County, prior to distribution. Applicants assumes all risk.
18. Indian River County Intergenerational Recreation Center & Event Venue Management Staff is not responsible for deliveries for any event. Applicant must be present for deliveries and is responsible for securing those deliveries, unless prior written approval is requested in writing by Applicant and given by an Indian River County Intergenerational Recreation Center & Event Venue Management.

19. **All motorized vehicles are required to park in the designated parking areas only**, which include the Main Parking or Joe Wiggins Field, if deemed necessary for your event. There will be no parking of motorized vehicles in or around the facility without prior approval from the Indian River County Intergenerational Recreation Center & Event Venue Management.
- Motorized vehicles are limited to ten (10) minutes in the Drop Off Area, unless prior approval from the Indian River County Intergenerational Recreation Center & Event Venue Management.

