



**WAKULLA COUNTY PARKS AND FACILITIES DEPARTMENT  
MEDART PARK RECREATION USE APPLICATION AND AGREEMENT**

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**1. Person Requesting Use of Facility:**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address (city, state, zip): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_ Exp: \_\_\_\_\_

**2. Organization Name (Event Sponsor, if Applicable):** \_\_\_\_\_

Address (city, state, zip): \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Type of Applicant: Non-Profit \_\_\_\_\_ Government Agency \_\_\_\_\_ Private Person or Entity: \_\_\_\_\_

**3. Facility requested:** \_\_\_\_\_ Describe any and all recording equipment, sound-amplification equipment, banners, signs or other attention-getting devices to be used at this event:

\_\_\_\_\_

**4. Date(s) Requested:** \_\_\_\_\_ **Times:** \_\_\_\_\_ **Set-up Times:** \_\_\_\_\_

**5. Description of Event:** \_\_\_\_\_

\_\_\_\_\_

**6. Will you have inflatables (i.e. bounce house, water slide, etc)?**     Yes     No

**7. Estimated Number of:** Participants \_\_\_\_\_ Vendors \_\_\_\_\_ Spectators \_\_\_\_\_

**8. Check appropriate box:**     Required admission     Requested donation     None

**9. Will there be vendors at the event?** If so, attach a list of vendor names, addresses, and phone numbers.

**10. How will event be advertised or promoted (if applicable)?** \_\_\_\_\_

**11. Field Preparation:** The County will prepare the fields one time at no additional cost (cost included in rental fee). Preparation includes dragging the field, lining the outfield foul lines (if needed), lining the batter's box, and lining the infield foul lines.

**12. Additional Field Preparation:**     Yes or     No

(If you request additional field preparation, the deposit and fee must be paid in advance. Preparation includes dragging the field, lining the outfield foul lines (if needed), lining the batter's box, and lining the infield foul lines).

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*All applicable fees must be paid no later than two (2) weeks prior to the date of event.*

Deposit Paid: \_\_\_\_\_  
Clean-Up Fee: \_\_\_\_\_  
Total: \_\_\_\_\_

Facility Use/Permit Fee: \_\_\_\_\_  
Other Fee: \_\_\_\_\_  
Receipt #: \_\_\_\_\_

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**Applicant Certification:**

I hereby certify and affirm that the above information, along with any additional forms, supplements, and attachments are true and correct. I understand that providing untrue or false statements in this Application/Agreement may result in the immediate denial or revocation of any authorization to use any Wakulla County Facilities.

I further certify and affirm that I have reviewed all of the attached Facility Use Agreement Terms and Conditions, Chapter 23 of the Wakulla County Code of Ordinances and agree to be bound by all such provisions. I understand that the Facility Use Agreement shall not be effective and approved until execution by an authorized representative of Wakulla County.

Applicant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by:

County Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**WAKULLA COUNTY  
FACILITY USE AGREEMENT TERMS AND CONDITIONS**

1. Applicant shall be required to clean and return facility to the condition it was in prior to the use authorized by this agreement. In addition, any damages to the facility shall be the responsibility of Applicant. Applicant shall sweep or vacuum all floors, wipe all table and countertops, and discard all trash in the dumpsters, if available. If dumpsters are not available, trash must be discarded at a location determined by the Parks and Recreation Director. A failure to satisfactorily clean the facility or repair any damages shall result in forfeiture of the Applicant's deposit and may result in filing of a claim against Applicant's insurance or bond.
2. Alcoholic beverages are prohibited at County facilities except as may be authorized in the County's Parks and Recreation Ordinance and as expressly approved by the Parks and Recreation Director. Smoking is prohibited inside of facilities. No illegal drugs or other illegal substances or activities shall be permitted in any County facility or on any County property. Any violation of this paragraph may result in forfeiture of the Applicant's deposit, and/or arrest and prosecution.
3. If required by the County, the Applicant shall hire at his own expense law enforcement officers for crowd control or security at events.
4. No admission charges or sale of items will be allowed unless listed in the Applicant's Use Agreement. If approved, Applicant shall be responsible for collection and payment of any applicable sales and other taxes.
5. Applicant shall be responsible for obtaining any necessary licenses and permits for the event, including any permits for provision of food.
6. The County reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements, or other emergency. In the event the County must cancel the event, the Applicant's deposit and use fee shall be refunded in their entirety. If the Applicant cancels, they may be entitled to receive a refund of the deposit of 75% (the remaining 25% being kept by the County for review of the Application), and 100% of the use fee.
7. Applicant agrees to, and will at all times, indemnify, save and hold harmless Wakulla County, its officers, agents, and employees from all liability, claims, demands, damages, and cost of every kind and nature, including attorneys' fees at trial or appellate levels and all court costs arising out of any and all injuries to, or death of persons, and damage to any and all property including loss of use thereof, resulting from or in any manner arising out of or in connection with the activities or use of the facilities mentioned in this Agreement or arising out of its relationship with the BOCC. The Applicant will, upon request from the BOCC, defend and satisfy any and all suits arising from its use of the facilities. Additionally, Applicant understands that the risks of injury and illness (i.e. COVID-19, influenza or other infectious diseases) are significant and potentially life-threatening. Applicant knowingly and freely assumes all such risks to itself and its invitees, both known and unknown, even if arising from the negligence of the County or its officers, employees, or agents, and assumes full responsibility for its use of the County facility. In consideration for its use of the County facility, Applicant on behalf of itself and its invitees, knowingly and freely waives and releases and agrees to indemnify, save and hold harmless the County and its officers, employees and agents from all liability, claims, demands, damages, and cost of every kind and nature, including attorneys' fees at trial or appellate levels and all court costs arising out of the use of the County facility. \_\_\_\_\_ **Initials** \_\_\_\_\_ **Date**
8. For events expected to have over 75 persons, Applicant shall, at its own expense, keep in force during the term of this agreement, insurance from an insurance company licensed in the State of Florida and rated "A" or better. Required insurance shall be evidenced by a certificate of insurance including: Comprehensive Liability Insurance with a minimum limit of \$1,000,000 per occurrence, combined single limit to include: Premises Personal Injury, Operations. The Wakulla County Board of County Commissioners and Wakulla County shall be listed as an additional insured on the certificate of insurance.
9. For events that will have any type of inflatable(s) (i.e. bounce house, water slide, etc.), Applicant shall provide proof of insurance that includes a minimum limit of \$1,000,000 for such inflatable(s) and list The Wakulla County Board of County Commissioners and Wakulla County as an additional insured on the certificate of insurance.
10. This Agreement shall be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be in Wakulla County, Florida.
11. Upon execution, this Agreement shall be a legally enforceable contract and Applicant agrees to comply with all the terms and conditions set forth herein, and to all County ordinances and laws of the State of Florida.