

Exhibit "A"

ADDENDUM TO PENSACOLA STATE COLLEGE FACILITY USE FORM

This Addendum to the Pensacola State College Facility Use Form and its associated documents and addenda (the "Agreement") is entered into as of the ____ day of _____, 20____, (the "Effective Date"), by and between THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA ("College") and _____ ("Licensee") for use by Licensee of certain space or facilities owned by College as specified in that certain Agreement to which this Addendum is attached.

1. Space. Subject to the terms of the Agreement, College agrees that Licensee may use the facilities, equipment, and services ("Space") as specified on the Agreement. There is no obligation by College to Licensee for use of Space without a fully executed Agreement. Therefore, Licensee agrees that no advertising, publicizing, or other means of obligating the use of the Space may be done without a fully executed Agreement.
2. Use. Licensee may only use the Space on the dates and during the times specified on the Agreement and only for the purposes specified on the Agreement, and for no other purpose. Any and all items (property, equipment, décor, etc.) brought into the Space as a result of Licensee's use must be removed immediately upon conclusion of the Term by the Licensee. The College cannot store, secure, or ship these items. This excludes trash proportionate to the event and its attendees as disclosed in the Agreement.
 - A. When using the Space, Licensee agrees to comply with all applicable state, federal and local laws, regulations and ordinances, and with the policies and procedures of College pertaining to the use and occupancy of the Space. Licensee assumes full responsibility for any and all actions taken by third parties or agents that Licensee directly or indirectly grants or allows access to the Space.
 - B. Licensee agrees to take good care of the Space and to leave it in the condition in which it was prior to Licensee's use.
 - C. Licensee agrees not to use or allow the Space to be used for any unlawful purpose. Licensee agrees not to commit or allow to be committed any waste or nuisance in or about the Space or subject the Space to any use that would damage the Space or raise or violate any insurance coverage maintained by Licensee or College.
 - D. College activities take priority for all facilities. College reserves the right to alter the location, dates and times for Licensee's use of the Space by notifying Licensee at least 48 hours prior to Licensee's scheduled use of Space.
3. Term. The term of this Agreement will begin on the Effective Date and shall end at the conclusion of Licensee's use of the Space on the date and at the time specified on the Agreement, at which time Licensee's right to use the Space under the Agreement will automatically terminate. College reserves the right to immediately terminate the Agreement and deny use of the Space at any time when the College deems that the use or intended use of the Space is not consistent with the objectives and mission of College.
4. Fee. Licensee agrees to pay College the fees specified on the Agreement, whether Licensee actually uses the Space or not. The fees shall be payable to College on or before the date specified on the Agreement. If Licensee's use of Space requires time, equipment, services, or staff, including but not limited to trash or clean-up disproportionate to the event and its attendees as disclosed on the Agreement, the College may invoice Licensee for such charges. Licensee agrees to make payment to College for same within ten days of receipt of invoice.

These fees shall be in accordance with the associated fee schedule. Licensee shall also pay, when due, all taxes, if any, levied or assessed against College by reason of this Agreement or Licensee's use of Space.

5. Insurance. Licensee shall, at its sole cost and expense, procure and maintain insurance coverage insuring the Licensee's use of the Space for the dates and times specified in the Agreement, a policy of commercial general liability insurance in an amount of not less than \$200,000 single limit, and \$300,000 combined single limit, against claims for bodily injury, death and property damage occurring in connection with Licensee's use of the Space. Such insurance must name THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA as an additional insured. Licensee must provide College with a Certificate of Insurance (COI) evidencing such insurance coverage no later than 14 days prior to Licensee's use of the Space. The College reserves the right in its sole and absolute discretion to require greater amounts of insurance coverage when such coverage is in the best interest of the College.
6. Liability. Licensee agrees to conduct all of its activities in a careful and safe manner. As a material part of the consideration to College, Licensee agrees to assume all risk of damage to and loss or theft of Licensee's property while at College, damage or loss to the Space and its furnishings, and injury or death to persons related to Licensee's use or occupancy of the Space in, upon, or about the Space from any cause, and Licensee hereby waives all claims against College. Licensee further agrees to indemnify and hold harmless The District Board of Trustees of Pensacola State College, Florida and its trustees, officers, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) Licensee's use or occupancy of the Space, or any activity or thing done, performed or suffered by Licensee, its agents, its employees, invitees or persons attending or participating in Licensee's activities in or about the Space; or (ii) any loss, injury, death or damage to persons or the Space on or about the Space by reason of any act, omission or negligence of Licensee, or any of its agents, its contractors, its employees, licensees, or invitees; or (iii) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement. Licensee's indemnity obligations will not extend to any liability to the extent caused by the negligence of College or its agents or employees.
7. Environmental Regulations. Licensee will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Space, by Licensee, Licensee's agents, employees, contractors, invitees, subtenants, concessionaires or licensees without first obtaining College's written consent, which College may give or withhold in its sole discretion, or revoke at any time. If College consents, all Hazardous Substances must be handled at Licensee's sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If Licensee breaches these obligations, or if the presence of Hazardous Substances on, in or about the Space caused or permitted by Licensee results in contamination of any part of the Space, or if contamination by Hazardous Substances otherwise occurs in a manner for which Licensee is legally liable, then Licensee will indemnify and hold harmless the District Board of Trustees of Pensacola State College, Florida from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including, without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this Agreement as a result of any breach or contamination. Without limitation, if Licensee causes or permits the presence of any Hazardous Substance on, in or about the Space and this results in contamination of any part of the Space, Licensee will promptly, at its sole cost and expense, take all necessary actions to return the Space and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, Licensee shall first obtain College's approval for any such remedial action. "Hazardous Substance" means any substance regulated by any local government, the State of Florida or the United States government. "Hazardous Substance" includes any material or substances which are defined

as “hazardous material,” “hazardous waste,” “extremely hazardous waste” or a “hazardous substance” pursuant to state, federal or local government law. “Hazardous Substance” includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

8. Assignment and Subletting. Licensee does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of College, which consent may be granted or withheld in College’s sole discretion.
9. Default. If Licensee fails to pay any fee or other sum required to be paid by Licensee when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to College, whether at law or in equity, College may immediately terminate this Agreement and all rights of Licensee.
10. Interpretation. This Addendum and the contemporaneously executed Facility Use Form, and its associated documents and addenda, constitute the entire Agreement and understanding of the parties with respect to their subject matter. Other than the foregoing, no other prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Florida, the courts of which state shall have jurisdiction over its subject matter.
11. Relationship. Neither Licensee nor any personnel of Licensee will for any purpose be considered employees or agents of College. Licensee assumes full responsibility for the actions of Licensee’s personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker’s compensation and disability benefits.
12. Force Majeure. In the event of a fire, flood, hurricane, earthquake or other acts of God, war, government regulations, terrorism, civil disorder, curtailment of transportation facilities or for other reasons that make it illegal or impossible to hold this event, then at the option of either party, the obligations of each party to the other under this Agreement shall be completely cancelled and deemed null and void and neither party shall have any further obligation to the other hereunder; provided however, that College shall not be required to refund any funds paid to any third party for which College cannot obtain a refund.
13. Miscellaneous.
 - A. All forms of smoking, vaping, etc. are prohibited in all College buildings and building entryways.
 - B. Licensee shall not allow its officers, agents, employees, invited guests, or attendees to bring food or beverages into the Space to be made available free, sold, or served without first submitting a detailed written request with this Agreement and receiving explicit written approval from the College, which approval shall be at the sole and absolute discretion of the College. See 13. D and E.
 - C. Licensee shall not allow its officers, agents, employees, invited guests, or attendees to possess, sell, serve, or otherwise make available while occupying the space, any alcoholic beverages without first:
 - i. Submitting a detailed written request with this Agreement stating the nature and type of alcohol to be provided, the prices to be charged, the measures to be taken to prevent consumption by anyone under 21 years of age, and any other relevant information to support approval of the request.
 - ii. Receiving explicit written approval from the College, which approval shall be at the sole and absolute discretion of the College. If approved, the information provided shall be incorporated in this Agreement by reference See 13. D. and E.

iii. Providing full, detailed disclosure to the insurer required in paragraph 5 for inclusion in the coverage specified on the Certificate of Insurance

D. Licensee shall not allow its officers, agents, employees, invited guests, or attendees to charge any fees, or sell items including, but not limited to, admission, merchandise, raffle tickets, or collect donations, etc. without first submitting a detailed written request with this Agreement and receiving explicit written approval from the College, which approval shall be at the sole and absolute discretion of the College. If approved, the information shall be incorporated in this Agreement by reference.

E. Vendors and Sales Tax: If any sales are intended or anticipated which may be subject to taxation under Florida’s sales and use tax, then Licensee, its agents, its employees, invitees or other persons participating as vendors of tangible personal property or services must be registered with the Florida Department of Revenue to collect, report, and remit sales tax and discretionary sales surtax on all sales subject to such taxes in the state of Florida. Proof of each vendor’s current tax certificate must be provided to the College 14 days prior to facility use. Vendors that do not meet this requirement will not be permitted to sell or participate. If failure to collect, report, or remit any sales tax as required by law occurs, and if any Florida sales and use tax is imputed to the College by the Florida Department of Revenue due to such failure, then Licensee must reimburse College for all taxes so imputed within ten days of receiving an invoice.

F. College equipment and furnishings may not be removed from the premises or be relocated by Licensee. College equipment and furnishings may only be relocated by College staff assigned to work the event and as detailed on the Agreement and its associated documents and addenda. Licensee will be responsible for replacement costs of missing or damaged equipment and furnishings.

G. Publicity and advertising for the event referenced herein must not state or imply the College’s endorsement.

14. Authority. The individual signing below on behalf of the Licensee hereby represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Licensee and that this Agreement is binding in accordance with its terms.

Printed Name: _____

Signature: _____ Date: _____

