

PALM BEACH STATE COLLEGE

Florida's First Public Community College



RISK MANAGEMENT MANUAL

Updated 10/4/2022

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1. INTRODUCTION TO RISK MANAGEMENT

Risk is the potential that a particular activity or action will lead to undesirable consequences.

Risk management is the process of (1) identifying and evaluating the risks associated with the activities and operations of an organization, (2) developing a means to eliminate, reduce or control those risks, as well as (3) financing them. The College finances these risks through a program of self-insurance managed by the Florida College System Risk Management Consortium (FCSRMC). On an individual level, risk management is the effort by each employee to make the fullest use of his or her personal capabilities to eliminate or reduce hazards in his or her working environment.

Where unacceptable risk may still be present, the Safety & Risk Office will attempt to mitigate its consequences by obtaining appropriate insurance coverages and/or indemnification. These insurance coverages include, among others, property damage, liability (including student professional and student training) and Workers' Compensation insurance to cover staff, faculty, students and visitors. With the assistance of the FCSRMC, we, along with 26 other Florida community and state colleges, are able to implement and administer a comprehensive program to manage and reduce our risk effectively.

The primary purpose of this Risk Management Manual is to describe the programs established to manage risk, as well the various insurance coverages that are available to the College. Where necessary, the procedure for obtaining a particular coverage or implementing a particular risk management measure is also noted. Anyone having a question or concern regarding insurance may contact the College's Safety & Risk Department.

A SAFE COLLEGE IS NO ACCIDENT

2. RISK IDENTIFICATION AND CONTROL

Palm Beach State College utilizes various programs and activities to identify and evaluate the risks it may face. Measures to eliminate, reduce or control a particular risk are then implemented. Any residual risks would be the subject of Risk Financing, which is discussed in the next section.

- A. Ergonomic Assessments**
- B. Job Hazard Assessment**
- C. Accident/Incident Reports and Investigation**
- D. Employee Reports**
- E. Annual Inspections/Self-Inspection Program**
- F. Compliance with Legal and Regulatory Requirements**
- G. Preventive Maintenance**
- H. Emergency Preparedness and Response**
- I. Fleet Safety**
- J. College Vehicle Usage Procedures**
- K. Other Programs, Training and Awareness**
 - (1) Automated External Defibrillators**
 - (2) Fire Extinguisher Online Training**
 - (3) Household Electrical Appliance Procedure**
 - (4) Electronic Alert System**

See Safety Manual for additional information for B-K.

3. RISK FINANCING

Risk control attempts to eliminate or prevent losses from occurring, or at least to reduce the frequency and severity of losses that do occur. When losses do occur they must be financed. Risk financing is the element of risk management concerned with funding and payment of losses.

A. Self-Insurance Program

The College finances the risks that remain after the implementation of control measures through a program of self-insurance managed by the FCSRMC. Self-insurance is a risk management practice in which a predetermined amount of money is set aside to handle a potential future loss. The advantages of being self-insured are cost-savings and control of the insurance plan. A portion of the premiums paid to a commercial insurance company goes to administration, overhead and profit. Self-insurance can offer the exact same coverages for lower administrative costs and no profit. Self-insurance also gives more control and in terms of benefit design and cost containment than private insurance, as well as a degree of accommodation that more readily conforms to the mission and needs of the self-insured party. Full or exclusive self-insurance is rare, as a combination of self-insurance and commercial insurance usually provides the best coverage for the self-insured. Usually, the predictable losses of the risk are retained and self-insured, forming a first or "working" layer of coverage, and a stop-loss or stop-gap policy is purchased from the commercial insurance market. The commercial insurance market then pays for losses above the specified self-insurance limit per loss, thereby stopping the cost of losses to the self-insured above the retained values. Effectively, the losses paid for by the insured before the stop-loss policy pays becomes the deductible layer.

The most prevalent form of self-insurance in the United States is governmental risk management pools. They are self-funded cooperatives, operating as carriers of coverage for the majority of governmental entities today, such as county governments, municipalities and school districts. Rather than these entities independently self-insuring and risking bankruptcy from a large judgment or catastrophic loss, such governmental entities form a risk pool. Such pools begin their operations by capitalization through member deposits or bond issuance. Coverage (such as general liability, auto liability, professional liability, workers compensation and property) is offered by the pool to its members, similar to the coverages offered by insurance companies. However, self-insured pools offer members lower rates (due to not needing insurance brokers), increased benefits (such as loss prevention services) and subject matter expertise.

Palm Beach State College is a member of one such governmental risk management pool, the Florida College System Risk Management Consortium (FCSRMC), as noted above. The FCSRMC exists as a risk-sharing pool formed by the Florida College System District Boards of Trustees under a mutual agreement. Florida Statutes allow the creation of a consortium by the state colleges to develop a cooperative system of risk management under one comprehensive, statewide plan. In addition, the Florida Legislature has provided authority for the state colleges to participate in self-insurance, excess insurance and specific insurance programs through the FCSRMC. (See Appendix B for a listing of the various legislative authorities.) These programs include: workers' compensation, liability, property, health and life insurance and others. The purpose of the FCSRMC is to manage the insurance programs in accordance with Florida Statutes and as approved by the member colleges' Risk Management Council

(part of the Council of Presidents). The FCSRMC coordinates the marketing, purchasing and administration of various insurance programs. Funds collected by the FCSRMC from participating colleges will be utilized to provide the necessary loss funds (the self-insurance pool) and administrative services, as well as the purchase of excess insurance to provide protection beyond the self-insurance limits (loss fund), e.g., for a catastrophe or series of catastrophes.

B. Insurance Program Overview

Palm Beach State College utilizes a number of insurance coverages to protect itself from different losses, which are summarized below.

(1) Property and Casualty

Property and casualty coverage is included in an annual assessment that each member college of the FCSRMC must pay. A summary of the coverages follows (see the FCSRMC Plan Document for details regarding definitions, covered items, covered perils and exclusions):

- ***Builder's Risk*** – This coverage will reimburse for damages incurred to a building while under construction. The College has a \$10,000 deductible and the FCSRMC loss fund has a \$10,000 deductible. Starr Indemnity and Liability Company will cover up to \$50 million per occurrence.
- ***Crime - Employee Theft, Money & Securities*** – This coverage protects the College against loss from a dishonest or fraudulent act by an employee. Coverage extends to persons involved with or handling College funds.

The College has a \$5,000 deductible per loss. The FCSRMC Loss Fund will cover the next \$45,000 after the College deductible. An excess insurance policy will cover the remainder of the loss up to a limit of \$1 million (less the \$50,000 deductible). Beyond these limits, the College must procure its own coverage.

- ***Crime (Fiscal Agent) Employee Theft, Money & Securities*** – This coverage extends the crime coverage to persons involved with or handling FCSRMC funds. It covers up to \$15 million for Health/Life and/or Property/Casualty funds, including Faithful Performance.

The College has a deductible of \$5,000 per loss. The FCSRMC Loss Fund will cover up to \$45,000 after the College deductible. Separate excess insurance policies, up to \$10 million for one and up to \$5 million for the other, will cover losses beyond the \$50,000.

- ***Disaster Management Response and Recovery Services*** – This policy will provide services such as counseling for family members and assistance with dealing with media following a natural or man-made disaster impacting five or more people. Losses up to \$3 million are covered.
- ***Educator's Legal Liability*** – This policy provides defense and related costs if the College is sued for alleged errors in College policy or commission of wrongful acts. Coverage extends to officers, trustees and employees. The College has no deductible.

- **Equipment Breakdown** – This coverage pays for property damage due to equipment breakdown in the College’s facilities. There are certain exclusions, including earth movement, water, hail, windstorm and military action.

The College has a \$10,000 deductible for each claim. For lightning losses, the FCSRMC Loss Fund will cover up to \$40,000 after the deductible. Excess insurance will cover up to \$250 million (*except* only \$1 million per claim for lightning losses) less the policy deductibles (\$50,000 for lightning, \$10,000 for all other claims).

- **Network Security and Privacy Liability (Cyber)** – This coverage will indemnify for expenses related to network security failures and/or unauthorized access to personally identifiable information. For example, if an employee loses a laptop that has a file with employee personal identifiable information (e.g., names, SSNs, addresses, etc.), it would cover the cost of services necessary to respond for the affected individuals.

The College has a \$10,000 deductible for each claim. Excess insurance will cover the losses up to \$5 million per college aggregate with a \$25 million policy aggregate limit less deductibles.

- **Liability - Automobile - State of Florida** – This provides liability coverage to the College for claims in Florida involving College-owned vehicles and non-owned and leased vehicles resulting from negligent acts of the College or the College’s drivers who have been given permissive use by the College.

The college does not have a deductible. The FCSRMC Loss Fund will cover \$200,000 per person/\$300,000 per occurrence (statutory limits per Florida Statute 768.28) for all vehicles except leased vehicles (vehicles must be leased for one year or longer).

Coverage does *NOT* extend to owners of College non-owned vehicles. For example, an employee who uses their own vehicle on College business is not afforded any coverage and would need to look to their personal automobile policy for coverage; however, the College is afforded liability coverage for the use of these non-owned vehicles.

- **Liability - Automobile - Federal & Other States** – This provides liability coverage to the College for negligent actions of the College/employee when an automobile claim is brought for damages outside Florida or under Federal Statutes.

The College does not have a deductible. The FCSRMC Loss Fund will cover up to \$300,000 for each claim, including defense. Excess insurance, subject to its terms, exclusions and conditions, will cover losses, including defense costs, in excess of the policy deductible of \$300,000 up to \$4.7 million.

- **Liability - General - State of Florida** – This coverage provides personal injury (as defined in the FCSRMC Plan Document) and property damage coverage to third parties as a result of negligence on the part of the College, including an official, trustee or employee of the College while acting in their official capacity and within the scope of their employment.

The College does not have a deductible. The FCSRMC Loss Fund will cover up to \$200,000 per person/\$300,000 per occurrence (statutory limits per Florida Statute 768.28).

- **Liability - General – Federal & Other States** – This provides liability coverage to the College for negligent actions of the College/employee for damages outside Florida or under Federal Statutes.

The College does not have a deductible. The FCSRMC Loss Fund will cover up to \$300,000 for each claim, including defense. Excess insurance will cover losses, including defense costs, in excess of the policy deductible of \$300,000 up to \$4.7 million, with an annual aggregate of \$14.1 million.

- **Sexual Misconduct Liability** – This coverage is designed to protect vulnerable persons (i.e., minors on campus) from the acts of employees/agents of the College, e.g., if a parent alleges this his/her child was molested by a College employee in the Center for Early Learning or elsewhere at the College.

The College's deductible is \$10,000. The FCSRMC Loss Fund will cover up to \$40,000 beyond the College's deductible for each claim, including defense. Excess insurance will cover claims, including defense costs, in excess of \$50,000 up to \$1 million per claim, with a \$2 million limit per policy term.

- **Property (Including Automobile Physical Damage and Fine Arts)** – This covers losses (other than theft) resulting from damage due to a covered peril to all College-owned property, as well as property for the College becomes responsible, such as leased equipment or non-owned buildings (except residential property) for which the College agreed to provide property insurance. Coverage includes the loss of fine art objects owned by the College, as well as non-owned fine art for which the College has a contractual obligation.

Some examples of covered property:

- College-owned buildings;
- College-owned contents in above buildings;
- Leasehold improvements or betterments which the college owns or property which the college holds on consignment (i.e., fine arts owned by others) or agrees to insure by contractual agreement;
- College landscaping;
- Buildings under construction (Builder's Risk). This provides coverage only to the College and is dictated by the terms of the contract between the College and contractor;
- Valuable papers and records.

Some examples of property *NOT* covered:

- Animals, aircraft, standing limber, growing crops, accounts, bills, currency, money, notes, securities deeds, evidence of debt, roads and land;
- With regard to Builder's Risk, loss to property of contractors and/or their employees such as tools, equipment, sheds, machinery.

Some perils *NOT* covered:

- Loss by moth, vermin, termites or other insects;
- Loss by wear, tear, gradual deterioration;
- Loss by negligent operation or negligent maintenance;

- Corrosion, rust, wet or dry rot or mold;
- Breakdown of machinery and/or boiler explosion, Inventory shortage or dishonest acts by employee.

The College has a \$10,000 deductible for each claim, except for automobile/watercraft physical damage, which is \$5,000. Long-term leased vehicles are subject to a \$1,000 deductible. Coverage for automobile damage beyond the deductible is paid out of the FCSRMC Loss Fund up to the current Actual Cash Value of the vehicle. Fine art has a deductible of \$5,000 deductible per item or \$10,000 per occurrence. Theft of property owned or leased by the College has a deductible of \$5,000 deductible per item or \$10,000 per occurrence. For other property, the FCSRMC Loss Fund will cover up to \$1 million, after the deductible, for all perils except flood (up to \$2.5 million, less the deductible) and a named windstorm (3% for each damaged building/contents or \$2.5 million, whichever is greater, less the deductible). A layered program of excess insurance for property damage is available up to a \$200 million per occurrence limit, with certain annual aggregate limitations for flood.

- **Workers' Compensation Part 1 (Statutory)** – This provides coverage to an employee for lost wages and medical expenses that result from a job-related accident or illness in accordance with the Workers' Compensation laws of the State of Florida.

There is no College deductible. If an employee is injured and Workers' Compensation covers the injury, the costs are paid by the FCSRMC Loss Fund up to \$500,000 for each accident for Florida claims only. Excess insurance will cover up to the statutory limits (unlimited) per claim. Coverage extends to all employees, as defined by Florida Statute 440 (Florida Only). Coverage also extends to employees living and working outside Florida, except for specified states.

- **Workers' Compensation Part 2 (Employer's Liability)** – If the College is determined to be liable for the injury to the employee, this insurance provides coverage for the College for any judgment against it that may result from a job-related accident or illness in accordance with the Workers' Compensation laws of the State of Florida.

There is no College deductible. The FCSRMC Loss Fund will cover up to \$500,000 for each accident for Florida claims only. Excess insurance will cover up to \$2 million for both bodily injury each accident and bodily injury by disease for Florida claims only. Coverage also extends to employees living and working outside Florida, except for specified states.

- **International Travel Package** – This coverage is available for students and accompanying faculty members who become ill and require medical attention while traveling abroad on a College-sponsored trip. The coverage also includes automobile damage, automobile liability, foreign voluntary compensation claims against the College and emergency medical evacuation.

The College has a \$500 deductible per person for each injury or sickness. It has a \$1,000 deductible for automobile damage for each automobile. There is no coverage from the FCSRMC Loss Fund. Excess insurance will cover up to \$25,000 for travel accidents and sickness for participants traveling on College-sponsored international trips. It will cover up to \$1 million per claim for general liability, automobile liability or foreign voluntary compensation claims against the College.

(2) Other Coverages Available Through FCSRMC

In addition to the Property and Casualty insurance coverage, which relies on the FCSRMC Loss Fund and excess insurance for reimbursement of losses, and which the member colleges pay for through their annual assessments, other insurance coverage may be purchased through the FCSRMC as needed on a per student/per event/per item basis. See the Safety & Risk Specialist for details regarding the coverages and how to obtain them. For Palm Beach State College, these other coverages include the following:

- **Allied Health Professional (Malpractice) Liability** – This program provides medical professional liability for the acts of students in the Allied Health and Health Science courses specifically named by the policy while the students are participating in activities which are a part of and a requirement of their curriculum at the school. Coverage is available to faculty members teaching the covered courses under certain conditions.

The College has no deductible. The policy provides limits to each college of \$2 million per incident/\$5 million aggregate.

- **Athletics (Intercollegiate) Accident** – This policy provides coverage for student athletes, student managers, student trainers, student coaches or student cheerleaders for bodily injury sustained by such person while participating in athletic competition that is authorized, sanctioned or scheduled by the College (for approved sporting programs). This includes school supervised practice, game related activities, off-season conditioning and related covered travel. Coverage also extends to prospective athletes and their named chaperones while visiting the College or facility for which they are invited.

The Basic Policy provides the following limits:

- Accident Medical Expenses - \$25,000
- Accidental Death and Dismemberment - \$10,000
- Aggregate Limit of Liability (all colleges) - \$5 Million
- Benefit Period - 104 Weeks

The Catastrophic Policy provides the following limits:

- Policy limit (all colleges) - \$5 Million
- Benefit Period - Lifetime
- Deductible (Satisfied by the Basic Policy) - \$25,000

Claims are paid as excess to any other available insurance. If the student athlete does not have his/her own medical insurance, the policy pays on a primary basis. The student athlete must incur medical expenses within 90 days of injury for the Basic Policy to respond. The student athlete must incur medical expenses of \$25,000 within 24 months from date of injury for the Catastrophic Policy to respond.

- **Student (Education/Training) Accident Insurance** – This policy provides coverage for students who may experience an injury during training while enrolled in certain Public Safety (e.g., Criminal Justice, Fire Recruit), Health Sciences and Trade & Industry programs.

This insurance coverage is paid for by the student as part of the course registration fee. It is in effect **only** during **classwork** and/or **training** occurring during the course or program of study, and claims are paid in excess of any private insurance that the student may have. If the student has their own private health insurance coverage, the College's policy will pay for any out-of-pocket expenses not covered by the student's own insurance, e.g., any deductible or co-payment. If the student has no private health insurance, the policy will cover an accident fully up to its limit of \$25,000. However, students returning to the College for agility tests, re-certifications, etc. are not eligible for this insurance.

Neither the College nor the student has a deductible. The student must incur his/her first medical expense within 26 weeks after the accident for coverage to apply for the Accident Medical Benefit. For the Accidental Death Benefit and Accidental Dismember Benefit, the loss of life or limb must occur within 180 days after the date of accident.

The policy has coverage limits of:

- Accident Medical Expense - \$25,000
- Dental - \$ 25,000
- Accidental Death Principal Sum - \$25,000
- Accidental Dismemberment Principal Sum - \$25,000
- Benefit Period - 104 weeks

Additional information, claims form and instructions for filing a claim are found on the Safety and Risk Management web page.

- ***Student Activities Club Off-Campus Domestic Travel Accident Insurance*** – This policy provides excess medical coverage for students registered in a sponsored and supervised Palm Beach State College student activities club who are injured or become ill as a result of a domestic travel accident. The premiums are paid by Student Services. The policy will pay for any out-of-pocket expenses not covered by the student's own insurance, e.g., any deductible or co-payment. If the student has no private health insurance, the policy will cover an accident fully up to its limits of \$2,000 per illness and \$10,000 per accident. The coverage is in effect only while the student is taking part in a College-sponsored activity. There is no coverage if the student transports him/herself to the activity site. In this case, coverage would begin after arrival at the site and end upon leaving the site. District Board of Trustees Policy Number 6Hx-18-2.12, "Field Trips", prohibits faculty and staff from transporting student in their own vehicles.

Each student must complete a Release, Hold Harmless and Indemnification Agreement and a Student Activities Emergency Information & Medical Treatment Form prior to travel (see Appendix C), which will be retained by the Student Activities Advisor. Please refer to the Safety & Risk Specialist for other administrative provisions in effect.

- ***Upward Bound Student Accident Insurance*** – This program provides accident coverage for registered high school students participating in scheduled, sponsored and supervised Upward Bound programs, including direct travel to and from such activities. The premium for this insurance is paid

by the Upward Bound Program. Like the Student (Education/Training) Accident Insurance and Student Activities Club Off-Campus Domestic Travel Accident Insurance programs, this program offers excess coverage for out-of-pocket medical expenses, with the following limits:

- Accident Medical Expense Benefit - \$10,000
 - Accidental Death Benefit - \$10,000
 - Accidental Dismemberment Benefit - \$10,000
- **Storage Tank Liability Insurance** – This program provides bodily injury and property damage liability coverage for the College’s listed aboveground petroleum product storage tanks in accordance with the requirements of the Florida Department of Environmental Protection. The limits of liability are:
 - Deductible - \$5,000 per claim
 - Per Storage Tank incident - \$1 million
 - Aggregate limit - \$1 million

Facilities Use Insurance – For those who wish to rent Palm Beach State College facilities, and who are unable to provide proof of insurance via their own certificate of insurance, they have the option to use the Tenants’ and Users’ Liability Insurance Policy “TULIP” program. The policy provides for \$1 million in General Liability coverage and names Palm Beach State College as an additional insured.

A user/renter will go to <https://tulip.ajgrms.com/> and select “Get a Quote” or “Quick Quote.” PBSC is currently listed on the program’s website and the user/renter will fill out the event information after selecting our College. **The user/renter will be required to pay** for the insurance at that time and a certificate of insurance will be e-mailed to the user and to the College. A copy of the certificate generated should be sent to the Safety and Risk Coordinator.

(3) Non-Covered Activities

Certain College-sponsored activities having a risk component have no insurance coverage at all, but their risks are managed through the execution of various waivers and indemnification and hold harmless agreements. These include:

- **Student Activities On-Campus Activities** – Palm Beach State College does not provide insurance coverage to students who are engaging in any College-sponsored activity on campus grounds. Students engaging in College-sponsored, supervised activities on campus are required to sign the On-Campus College Activity Release, Hold Harmless and Indemnification Agreement (see Appendix C).
- **Student Activities Sports Clubs** – All students taking part in any of the specified organized, supervised intra-mural sports clubs are required to complete the Sports Club Activity Release, Hold Harmless and Indemnification Agreement, as well as the Permission for Emergency Treatment and the Emergency Contact Information forms (see Appendix C). At present, the following club sports have this requirement:
 - Basketball
 - Flag Football
 - Soccer

- Track and Field

- ***Optional Facilities Use & Requirements – Performer Agreement and Agreement for Temporary Use of College Facilities*** – There may be occasions where a person or group wants to visit the College for the purposes of providing educational, cultural or entertainment benefits, but they do not carry their own liability insurance. Indemnification forms to address this lack of insurance coverage, while still enabling the College community to benefit from such situations, have been developed (see Appendix C). Appendix D contains guidelines that define these particular situations and explain when the Facilities Use insurance, Performer Agreement or Agreement for Temporary Use of College Facilities should be utilized.

- Other release, hold harmless and indemnification forms are also shown in Appendix C.

APPENDIX A

Listing of Legislative Authorities for the FCSRMC

The Florida Statutes provided by the Florida legislature providing authority for community and state colleges to participate in programs of self-insurance are as follows:

- F.S. 1004.725
 - Provides authority for expenditures for self- insurance services
- F.S. 440.380 – F.S. 440.381
 - Provides authority for self-insuring workers' compensation
- F.S. 111.07 – F.S.111.072
 - Provides authority for self-insuring liability issues
- F.S. 1001.64(27)
 - Provides authority for self-insuring property
- F.S. 112.08
 - Provides authority to self-insure health and life programs
- F.S. 768.28
 - Provides authority for waiver of sovereign immunity

APPENDIX B
Forms and Waivers

Application for Art Exhibit Release and Indemnification

Print Form

APPLICATION FOR ART EXHIBIT
RELEASE AND INDEMNIFICATION



Contact Information

Date: _____

Campus Displaying Exhibition: Lake Worth Palm Beach Gardens Belle Glade Boca Raton

On Campus Location _____

Name of Exhibitor _____

Address: _____

Exhibit Description _____

Value of Exhibit _____ Is Your Property Insured? YES NO

Dates of Exhibit: From: _____ To: _____

I understand that in offering and providing any works of art to be displayed by or on the premises of Palm Beach State College, I release the College, its trustees, faculty, staff, students, agents and invitees from any loss, cost, damages, or liabilities for theft or damage of any kind to the works of art provided.

If Insured: I further acknowledge that I have obtained the property insurance necessary to protect against loss resulting from theft or damage of any kind to the works of art. I have given or will give proper notice to my insurer so as to provide coverage during the period that the works of art shall be at the College. I am solely responsible for the costs of any premiums and any deductible associated with the insurance.

I also agree to indemnify, defend, and hold harmless Palm Beach state College, its trustees, faculty, staff, students, agents, and invitees from any loss, cost, damages, or liability for theft, loss or damage of any kind to the works of art being displayed. I waive any rights of subrogation on behalf of myself and the insurer.

Print Name and Title of Artist/Exhibitor _____

Signature of Artist/Exhibitor _____

College Gallery/ Theatre Director _____

Palm Beach State College is self insured per Florida Statute 768.28 \$100,000 per person / \$200,000 per occurrence aggregate.

Release, Hold Harmless and Indemnification Agreement Student Participant – College Activity



Print Form

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
STUDENT PARTICIPANT - COLLEGE ACTIVITY

Form fields for Student/Participant Name, Department/Club Name, Student/Participant Number, Date of Birth, Emergency Contact Name, Emergency Contact Phone#, Health Insurance Provider, Health Insurance Policy #/ Phone #

Assumption of Risks: Participation in:

Describe Activity [text box]

carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I hereby assert that my participation is voluntary and that I knowingly assume all risks in consideration of the educational benefit to be derived by me.

I hereby release from liability and hold Palm Beach State College harmless from any and all claims and causes of action which might be brought by myself, parents, spouse, dependents, heir, executors, and administrators for loss of property, personal injury or death sustained by me arising out of any travel or activity, however caused, conducted by or under the control of Palm Beach State College. I further understand that this Release applies if I decide not to travel with the College group in a College-approved vehicle and use my own personal means of transportation to and from the College sponsored event. I will notify my advisor of my departure to and arrival at the College sponsored event, as well as upon my return from the event. It is understood that Palm Beach State College, as used herein, shall include the employees, administrators, agents and District Board of Trustees of Palm Beach State College.

Date Signature of Student/Participant

For students/participants under the age of 18:

I HEREBY APPROVE THE FOREGOING AGREEMENT AND JOIN IN THE FOREGOING RELEASE.

Date Signature of Parent

Palm Beach State College is self insured per Florida Statute 768.28 - \$200,000 per person/\$300,000 per occurrence aggregate

Student Activities Emergency Information & Medical Treatment Form

Student Activities Emergency Information & Medical Treatment Form

NAME _____

ID NUMBER _____

Permission for Emergency Treatment

I/We hereby authorize the appointed representative(s) of Palm Beach State College to obtain and authorize medical treatment as is necessary to protect the my well-being; including, authorization for emergency treatment, anesthesia, and/or surgery as deemed necessary. Further, I do hereby release and agree to hold harmless Palm Beach State College and its representatives from any and all claims which may arise from said medical treatment.

Student Signature _____ Date _____

Signature of Parent or Guardian _____ Date _____

NOTE: On rare occasions an emergency requiring hospitalization, surgery, and/or other medical treatment develops. Since in some countries/states students under the age of 21 years of age might not be administered an anesthetic or operated on without the written consent of the parent or guardian, we request that the parent or guardian sign this document in order to prevent a dangerous delay in the administration of emergency medical attention.

Emergency Medical Information

Do you suffer from any of the following conditions?

- Allergies Asthma Convulsions Heart Trouble Diabetes Fainting Spells Bleeding Disorders
 Other (Specify)

Do you wear/have: Contact Lenses Dentures Pacemaker

Are you currently taking any medications? (Please List)

Is there any other medical information that we should be aware of? If YES, please explain...

Emergency Contact Information

Name _____ Relationship _____

Home Phone _____ Alternate Phone _____

This document and its content constitute a student record and are exempt from public records under sections 1002.22 and 1006.52, Florida Statutes. The contents of this document can only be disclosed with the Student's and/or Parent(s) Guardians consent.

Student Signature _____ Date _____

Release, Hold Harmless and Indemnification Agreement – Sports Club Activity



Print Form

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Sports Club Activity

<input type="text"/>	<input type="text"/>
Student/Participant Name	Club Name
<input type="text"/>	<input type="text"/>
Student/Participant Number	Date of Birth
<input type="text"/>	<input type="text"/>
Emergency Contact Name	Emergency Contact Phone#

As a student or participant of a college club sport function of Palm Beach State College, I do willingly execute this release in consideration of the educational benefit to be derived by me and my participation.

Assumption of Risks: Participation in (describe sports club activity)

carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including, but not limited to, minor scratches and bruises and major eye injury, loss of sight, joint or back injuries, etc.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the activity. I hereby assert that my participation is voluntary and that I knowingly assume all risks.

I hereby release from liability and hold Palm Beach State College harmless from any and all claims and causes of action which might be brought by myself, parents, spouse, dependents, heir, executors, and administrators for loss of property, personal injury or death sustained by me arising out of any travel or activity conducted by or under the control of Palm Beach State College. It is understood that Palm Beach State College, as used herein, shall include the employees, administrators, agents and Board of Trustees of Palm Beach State College.

<input type="text"/>	<input type="text"/>
Date	Signature of Student/Participant

For students/participants under the age of 18:

I HEREBY APPROVE THE FOREGOING AGREEMENT AND JOIN IN THE FOREGOING RELEASE.

<input type="text"/>	<input type="text"/>
Date	Signature of Parent

Palm Beach State College is self insured per Florida Statute 768.28 - \$200,000 per person/\$300,000 per occurrence aggregate

Summer Youth College Release Form

SYC RELEASE FORM



NAME: _____

ID #: _____

Palm Beach State College SYC participants will not be allowed to engage in class activities unless this form is completed and signed by a parent or guardian.

I. INSURANCE

I understand that participation in physical activity carries a degree of risk. I am responsible to follow instructions and safety precautions given by the instructor. I am aware that Palm Beach State College does not carry individual student insurance to cover accidents which may occur during Summer Youth College. I am aware that I have been advised to carry my own insurance. I hereby release from liability and hold Palm Beach State College harmless from any and all claims and causes of action which might be brought by myself, child, spouse, dependents, heir, executors and administrators for loss of property, personal injury or death sustained by my child arising out of any travel or activity conducted by or under the control of Palm Beach State College. It is understood that Palm Beach State College, as used herein, shall include the employees, administrators, agents and Board of Trustees of Palm Beach State College.

II. MEDIA

I hereby assign all rights to any and all images/photographs/videotapes/film/digital/or sound recordings made of the Summer Youth College participant named below. I hereby authorize the reproduction, sale, copyright, exhibition, broadcast and/or distribution of the same without limitation for any product associated with Palm Beach State College.

III. COMPUTER USE

I understand that the program may involve the use of computers that provide unfiltered access to the Internet. I hereby consent to such access and waive any and all claims arising from such access.

IV. MEDICAL

I hereby give my permission to Summer Youth College to initiate necessary first aid measures for my child, as needed. Further, in an emergency requiring medical attention, I authorize a representative of Palm Beach State SYC to take my child to the nearest hospital or act for me in accordance with their best judgment.

Does your child have any medical problems of which we should be aware? Circle yes or no.

YES NO If YES, what? _____

Is your child allergic or sensitive to any drugs?

YES NO If YES, what? _____

Is your child presently taking any medications?

YES NO If YES, what? _____

Is your child allergic or reactive to insect bites or stings?

YES NO If YES, what? _____

Does your child have any emotional/behavioral/psychological problems?

YES NO If YES, what? _____

Emergency Numbers: Provide 2 daytime phone numbers where parents or guardians can be reached.

Name _____ # _____

Name _____ # _____

Doctor's Name _____ # _____

All SYC participants must be aware that they are attending a college and have to behave accordingly. College classes and activities are being conducted as usual during SYC. Inappropriate behavior/attire will not be tolerated. I have read and understand the above information. I also understand that if my behavior and/or attire are inappropriate, I may be asked to leave SYC without a refund.

Student's Name (Print)

Student's Signature

Signature of Parent/Guardian

Date

Performer Agreement Cover Sheet

Complete and include with your performer agreement submission.

College Contact Name: _____

Performer Name: _____

Date submitted for aprv: _____ Performance Date: _____

1. Who will be benefiting from this performance?

2. How many people will be performing? _____
3. How many people are anticipated to attend? _____
4. If handout items are provided at the event, how many of each type?
5. _____
6. Are we charging for this event? _____
7. What is the learning outcome from this event?

8. Does the vendor have insurance? _____
9. Is the performance at least ten (10) days from now? _____
10. If the performer is not charging the College for this performance (\$0 contract), please explain why:

User Guide to the Performer Agreement Process:

<http://www.palmbeachstate.edu/purchasing/Documents/performance-agreement-instruction.pdf>

Department Head Authorization (Dean, Provost or VP) required prior to submission

Name

Title

Signature

Date

Performer Agreement



Performer Agreement

This AGREEMENT made and entered into on _____, between PALM BEACH STATE COLLEGE hereinafter referred to as "COLLEGE" and _____, hereinafter referred to as "Performer" enter into this Performer Agreement (Agreement) effective on this date this Agreement is executed by all parties below and agree as follows:

The COLLEGE hereby engages the Performer and the Performer hereby agrees to the terms and conditions of which are set forth herein:

1. **Performer:** Performer will provide the following (give a detailed description of services provided).

2. **Performer Information:**

Name: _____
Address: _____

Telephone: _____ Fax: _____
Performer Email: _____

3. **College Information:**

Palm Beach State College Contact Person: _____
Address: *SELECT AN ADDRESS OR ENTER YOUR OWN* ----->

MailStop#:

Telephone: _____ Fax: _____

4. **Day, Date and Location of Services:**

Date:	Time:	Campus & Location:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Set up times (if any): None _____

5. **Terms of Services Provided:**

Performer will supply: _____

College will supply: _____

Any and all other equipment and personnel necessary for the Performer that is not listed above shall be provided by and at the expense of the Performer. Note: As to audio/sound equipment, Palm Beach State College has the right to determine the sound level and maximum amplification.



6. **Payment for Services:**
\$ _____ by COLLEGE check, payable to _____ at end of Performance.

Additional payment terms if applicable:

7. **Cancellation:**
Either party reserves the right to cancel this Agreement without obligation upon thirty (30) day written notice prior to the date of the Agreement. Any failure of either party to perform maybe excused for proven sickness or injury, civil tumult or riot, acts of God, or other conditions beyond the control of Palm Beach State College or the Performer. Any cancelled Agreement may be rescheduled upon mutual written consent of the parties. **Upon cancellation of the Agreement, except for proven sickness or injury of the Performer, Palm Beach State College has the discretion to reimburse the Performer up to twenty percent (20%) of the total Performer compensation not to exceed a maximum amount of \$500.00**

8. **Agent:** If this Agreement is signed by Performer’s agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Performer, that he/she is authorized to enter into this Agreement, and that the agent and Performer are jointly and severally liable for any breach of this Agreement.

9. **Relationship of Parties:** Performer and/or Performer’s employees, agents, or other representatives are not employees, agents or representatives of the Palm Beach State College. Performer shall not use College name, trademarks, logos or marks without College’s prior written approval. Performer represents and warrants that it is not on the Convicted Vendor List (see § 287.133 (2)(a), Fla. Stat.). Performer must complete College Vendor application and submit it to the purchasing department, unless one is on file.

10. **Content of Performer:** Performer is solely responsible for the content of material and shall hold College harmless from any claim arising out of the performance of this Agreement, including, but not limited to, claims of libel, copyright infringement or other alleged use or materials by Performer covered by this Agreement.

11. **Insurance:** Performer is required to carry reasonable (as determined by the college) liability insurance and proof of insurance needs to be provided with execution of contract.

12. **Indemnification by Performer:** Performer agrees to indemnify, defend and hold College, and its respective trustees, director, officer, employees and agents harmless from and against any and all liability, loss, costs, injury, damage, penalties, suits, judgments, demands, claims, expenses and disbursement (including without limitation attorney’s fees) of any kind whatsoever arising out of, on account of, or in connection with Performer’s obligations and performance under this Agreement. Performer will not be liable for College negligence. This indemnity shall survive the termination of this Agreement.



13. General Provisions:

- a. Nothing in this Agreement shall be construed as an indemnification of the Performer by College or as a waiver of sovereign immunity beyond that provided in § 768.28, Fla. Stat. Each party assumes risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.
- b. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns.
- c. This Agreement is governed by the laws of the State of Florida. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigate exclusively in state or federal courts in Palm Beach County.

The signatures below confirm that the parties have read and approved all terms above along with any attached rider.

PERFORMER

COLLEGE

By: _____

By: _____

Name

Richard A. Becker

Name

Title

VP Administration & Business Services

Title

Date

Date

**PALM BEACH STATE COLLEGE
AGREEMENT FOR TEMPORARY USE OF COLLEGE FACILITIES**

Campus (check one): **Lake Worth** _____ **Palm Beach Gardens** _____ **Boca Raton** _____ **Belle Glade** _____

Name and Address of Person or Organization Entering Agreement (herein known as the User)

Tax exempt number if non-profit organization

Telephone Number

Extension

Specify type of activity and duration

The total of all fees due to the College under this agreement is \$_____

ALL RENTERS BE ADVISED THAT THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE (HEREIN KNOWN AS THE COLLEGE) DOES NOT PROVIDE FACILITIES TO ORGANIZATIONS OVER EXTENDED PERIODS OF TIME. RENTALS ARE ON A TEMPORARY AND PER TERM/SEMESTER BASIS ONLY, AND USERS MUST MAKE OTHER ARRANGEMENTS FOR GREATER TIME PERIODS.

THE COLLEGE SHALL:

- a. Furnish light, electricity, heat, air conditioning, water and waste disposal by means of the appliances installed for ordinary purposes, but for no other purposes. Interruption, delays, or failure in furnishing any of the same caused by anything beyond the control of the College shall not be chargeable to the College.
- b. Not be responsible for any damage, accidents or injury that may happen to User or his agents, servants, employees, spectators and any and all other participants and/or property from any cause whatsoever arising out of, or resulting from, the above described activity during the period covered by this Agreement, and the said User hereby releases and holds harmless the College from, and agrees to indemnify it against any and all claims for such damage, accident or injury, as set forth further below.
- c. Reserves the right in the exercise of its sole discretion to rescind and cancel this Agreement at any time and for any cause whatsoever.
- d. Reserves the right to alter this schedule and to notify the User 48 hours prior to a scheduled event. Activities of the College shall have first priority.
- e. At its option, attach a rider which outlines the fee schedule and other detail specifications of this Agreement, and becomes part of this Agreement. Such fees could include charges for special security, a/v rental, a/v technician, custodial, maintenance, electrical hook-ups and waste disposal, as well as reimbursement to the

College

for Facilities Use Insurance, if required.

THE USER SHALL:

- a. Obtain at the User's own cost and expense, any and all licenses or permits required by law or ordinance.
- 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 the equipment, the changes shall be made by the User at the User's expense and shall be replaced as found; provided, however, that no removals or changes shall be made without prior written consent of the College. Premises are to be left clean and in the condition they were found at the beginning of the period, as determined by the College.
- c. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned, borrowed or loaned by the User. **If not removed as specified, the College shall reserve the right to remove said equipment and materials at the User's expense. The College assumes no liability for the User's equipment or materials.**

- d. Have all deliveries of needed equipment and material made only after approved arrangements with the College have been made.
- e. Not re-assign this Agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than as herein specified, without written consent of the College.
- f. Not bring on the premises, keep, possess or use any alcoholic beverages, illegal drugs or gambling devices of any kind.
- g. Not use or store or permit to be used or stored in or on any part of the College's premises any substances or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Florida.
- h. If required, present to the College an advance security and/or damage deposit in the amount of \$_____ at least twenty-four (24) hours prior to the event. This deposit shall be either a cashier's check or bond made payable to Palm Beach State College. The deposit will be returned to the User by the College after all financial obligations have been fulfilled.
- i. Directly supervise and coordinate the activities and responsibilities of Users sub-contractors, volunteers, and employees.

PAYMENT OF CHARGES:

- a. All payments must be made by check or money order payable to Palm Beach State College.
- b. All payments will be delivered to the College no later than **two (2) weeks** in advance of the date the organization or person has scheduled the College facilities.
- c. After the date of usage, any organization or person not paying the agreed price within the stipulated time will only be permitted to use College facilities in the future after payment of delinquent charges and in advance of any future approved dates.
- d. The fees and specific details as needed for the use of the College facilities maybe outlined in an attached Rider, and will become part of this Agreement.
- e. The facility rental fee, as contracted herein, has been established at \$ _____ and is due in full two (2) weeks prior to the event.
- f. Reimbursement of Facilities Use Insurance, if required, shall be in the amount of \$ _____ and is due in full two weeks prior to the event.

CANCELLATION:

The College must receive event cancellation notice in writing at least two weeks in advance of the event date (first event date if multiple dates) in order for reimbursement of fees to be considered.

THE FOLLOWING REGULATIONS SHALL BE FOLLOWED:

- a. Activities will not normally be permitted between 12:00 a.m. (Midnight) and 6:00 a.m. Exceptions may be made by the individual at the College responsible for scheduling activities.
- b. Smoking will not be allowed in the buildings of the College; nor near entrance to same.
- c. The College equipment will not be taken from the College under any conditions and in the event any equipment is found missing, the User will be held responsible for its replacement cost.
- d. The College retains all concession rights, unless otherwise specified in writing, and the User may not engage in any selling of any items except programs.

INSURANCE:

- a. Provide evidence of insurance as may be required to meet or exceed the following specifications:
 - 1) Provide the College with a Certificate of Insurance providing evidence of Comprehensive General Liability, **namimg Palm Beach State College as an additional insured**, with a limit of \$1,000,000 due at the same time as the rental fee; that being, two weeks prior to the event.
 - 2) Pay to the College, within two weeks prior to the events described here, the amount of \$_____ to cover the premium for Facilities Use Insurance.

b. INDEMNITY AGREEMENT:

WHEREAS, the College is a public entity entitled to the privilege of sovereign immunity pursuant to Florida Statute 768.28; and,

WHEREAS, the College is willing to Rent/Lease/Loan facility to Lessee/Co-sponsor, and the College shall not have any additional liability whatsoever to any member of the public, students, guests that are attending an event sponsored by the Lessee/Co-sponsors, for use, rent or lease of the facility; and,

NOW, THEREFORE, in consideration of the College's decision to Rent/Lease/Loan said facility to Lessee/Co-sponsor, Lessee/Co-sponsor hereby agrees as follows:

1. Lessee/Co-sponsor shall enter into the Temporary Use Indemnity Agreement herein.
2. Lessee/Co-sponsor shall indemnify and save the College harmless from any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to any person or property resulting, directly or indirectly, from or based upon Lessee/Co-sponsor's negligence, actual or alleged use of said facility. Lessee/Co-sponsor further shall, at its own cost and expense, defend any and all suits which may be brought against the College, either alone or in conjunction with others, upon any such liability or claim, and shall satisfy, pay, and discharge any and all judgments and fines that may be recovered against the College in any action or actions; provided, however, that the College shall give Lessee/Co-sponsor written notice of any such claim or demand.
3. Lessee/Co-sponsor agrees to purchase and obtain general liability insurance to cover its obligation under this Indemnity Agreement in the amount of \$1,000,000 dollars. Said policy shall name Palm Beach State College and its District Board of Trustees as additional insured. Lessee/Co-sponsor shall purchase said insurance and provide the College with Certificate of Insurance providing evidence of Comprehensive General liability and naming Palm Beach State College as an additional insured with a limit of \$1,000,000 at the time payment is due; that being two weeks in advance of the performance described herein. Lessee/Co-sponsor's failure to do so shall not, in any way, relieve it of its obligation to indemnify the College as set forth herein.
4. The provisions of paragraph 2 notwithstanding, in the event Lessee/Co-sponsor fails to purchase the insurance required by paragraph 3, the College can, at its sole option and discretion, declare its agreement to Rent/Lease/Loan said facility breached and may, without any liability to Lessee/Co-sponsor or others, revoke Lessee/Co-sponsor's right under the terms of its Rental/Lease/Loan agreement to use said facility. In the event the College elects its option under this subpart, any damages arising out of or flowing from Lessee/Co-sponsor's inability to use said facility shall be the sole and exclusive responsibility of the Lessee/Co-sponsor and Lessee/Co-sponsor shall indemnify and save the College harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims or judgments arising out of its decision to deny Lessee/Co-sponsor access to the facility; and Lessee/Co-sponsor shall, at its own cost and expense, defend any and all suits which may be brought against the College, either alone or in conjunction with others, by virtue of this decision and Lessee/Co-sponsor shall satisfy, pay, and discharge any and all judgments, finds, etc. that may be recovered against the College in any such action or actions, provided, however, that the College shall give Lessee/Co-sponsor written notice of any such claim or demand.
5. This indemnity shall survive termination of this agreement.

ACKNOWLEDGEMENT:

- a. This Agreement will not be binding upon the College until accepted and approved by the College. Accordingly, the undersigned acknowledges and agrees that the information in 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 this Agreement.
- b. User accepts total responsibility for all complaints arising out of the use of facilities relative to local, state, and federal laws.
- c. It is understood that the term "College" as used herein shall include its employees, administrators, agents, and the Board of Trustees.

The signatures below confirm that the parties have read and approved all terms above along with any attached rider.

FOR USER

By: _____

Name: _____

Signature: _____

Title: _____

_____ Date: _____

for COLLEGE

By: Palm Beach State College _____

Name: _____

Signature: _____

Title: _____

APPENDIX C

Guidelines for Facilities Use Insurance Requirements

FACILITIES USE INSURANCE MAY BE WAIVED FOR USAGE OF CLASSROOMS, CONFERENCE ROOMS, LOBBIES, HALLS, GALLERIES AND PLAZAS PURSUANT TO THE FOLLOWING:

- An executed Agreement (***Performer Agreement or Agreement for Temporary Use of College Facilities***) containing the specified indemnification statement and a Certificate of Insurance (if available) will be accepted in lieu of the Facilities Use Insurance.
 - For-Profit organizations **must**
 - Complete the Indemnity Agreement
 - AND provide a Certificate of Insurance evidencing Comprehensive General Liability insurance in the minimum amount of \$1,000,000 naming Palm Beach State College as an additional insured.
 - Non-Profit organizations **must**
 - Complete the Indemnity Agreement
 - AND, if available, provide a Certificate of Insurance evidencing Comprehensive General Liability insurance in the minimum amount of \$1,000,000 naming Palm Beach State College as an additional insured.

PROOF OF INSURANCE IS ALWAYS REQUIRED FOR ALL THEATRES, MELDON HALL AND LECTURE HALLS, OR OTHER VENUES WITH TIERED/RISER/BLEACHER-TYPE SEATING, UNLESS #1 BELOW IS APPLICABLE.

1. College and College Co-sponsored (Non-Profit) Events – Purchase of Insurance by the College is not an option. Such events include and have the following:

- Any activity of a recognized department of the College, including student clubs, which is scheduled by the department head or faculty advisor.
- A completed application for co-sponsored events, including demonstrated substantial benefit to Palm Beach State students is required at least six months prior to the event.
- Palm Beach State faculty or staff sponsorship, including a written letter of support, required for consideration.
- Requires administrative approval from Department Chair, Associate and Academic Deans and Provost as applicable.

2. Non-Profit Events – Facilities Use Insurance as evidenced via a Certificate of Insurance evidencing Comprehensive General Liability Insurance in the minimum amount of \$1 million, or purchase of insurance through the TULIP program REQUIRED. Palm Beach State College and its District Board of Trustees are to be included as additional insured on the certificate. **Insurance carrier issued certificates will also state** “Insurance provided by user or purchased on User’s behalf shall be primary in all instances.”

Includes corporations and organizations with legal documentation of non-profit status.

3. For Profit Events – Facilities Use Insurance via a Certificate of Insurance evidencing Comprehensive General Liability Insurance in the minimum amount of \$1 million, or purchase of insurance through the TULIP program REQUIRED. Palm Beach State College and its District Board of Trust are to be included as additional insured.

4. Government Agencies (all) – Proof of Sovereign Immunity via a certificate of insurance required.

5. Performer Agreements – Performer Agreements are required for anyone invited by the College to present to an audience at any campus (not including theaters). Please refer to the Purchasing Department website for instructions at:

<http://www.palmbeachstate.edu/purchasing/Documents/performance-agreement-instruction.pdf>.