

**Facility Rental Agreement**

**Licensed Space:**

For and in consideration of the sum hereinafter specified, the Lessor grants to the Lessee permission to use the following rooms in the Lessor's facility for the sole purpose of holding a business meeting or company educational event. (Changes within 24 hours require an additional set up fee.)

Lessee agrees to restrict its use to the identified purposes, and not to use or permit the use of the premises for any other purpose without first obtaining consent of the Lessor. Lessee knows and accepts that no alcohol or smoking is permitted in the building at any time.

**Fees and Terms**

Security deposit must be submitted with the signed rental agreement. No reservation will be made without the security deposit. All other fees are due and payable in full, thirty days prior to the date of the event or the event is subject to cancellation without further notice.

**Date and Time Confirmation**

Date and time confirmation is guaranteed when a signed contract, copy of liability insurance, payment in full, and security deposit are received by the Lessor.

The use of the facilities shall be strictly confined to the limits set forth in the lease. The rental is on a "four wall" basis and includes lighting, climate control, water, room setup, restroom facilities and standard housekeeping services.

Event specifications plus the names and phone numbers of caterers are to be provided to the Rental Coordinator at least two weeks in advance so ample time can be given to make any special arrangements.

Additional charges will be assessed for unusual requirements and/or cleanup, if required.

Lessee hereby agrees to accept full responsibility and to indemnify and hold harmless Lessor from all of the acts of all their guests, caterers and other invitees. Lessee hereby agrees to comply with all laws and ordinances of any governmental body and the rules and regulations of the Lessor.

**Deposit**

A \$500 security deposit will be required with the signed contract. **The room reservation will not be made until both the signed contract and security deposit are received.** Lessee assumes all financial responsibility for any and all damage to the building, rooms, equipment (including but not limited to tables, chairs, riser, podium, laptop, ovens, coffee urns, etc) and grounds which occur during the term of the lease. The security deposit will be retained in a non-interest bearing account and the entire deposit will be refunded within thirty (30) days after the function, if everything is satisfactory. At the end of the event the Lessor will assess any damage to the facilities and document the damage with photographs. The report will be given to the Rental Coordinator for action and fee assessment. Lessee understands that such liability is not limited to the amount of the security deposit and agrees to be responsible for the entire amount of the damages. **It damages are assessed to the Lessee per the Lease Agreement said credit card will be charged the entire amount of the damages.** Initial: \_\_\_\_\_

**Damage Report:**    Date: \_\_\_\_\_    Time: \_\_\_\_\_ am/pm    Attendee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Facility Cleaning and Repairs**

Lessee must leave the facility in the same good condition as it was found. **Lessee must remove all food and beverage items and place them in the trash receptacles at the end of the event. If the equipment, tables and chairs have been moved they must be reset in the original order to avoid this additional fee. This fee will also be assessed if foreign objects (diapers, sanitary napkins, etc. are placed in the toilets and require the services of a plumber. A mandatory fee of \$250 will be added to the contract. Initial: \_\_\_\_\_**

The facilities should be shown the same respect as a home. Lessee will be charged for repairs and/or replacements for any damage or activity beyond normal wear and tear done to carpeting, equipment, or to the facility. Damages to the facility or its equipment must be reported immediately to the Attendant.

### **Cancellation of Contract**

The Lessor reserves the right to provide at least sixty (60) days notice of cancellation for Auditorium functions, with full refund of all fees paid. If the Lessee cancels a function for the Auditorium at least sixty (60) days prior to the scheduled date, the security deposit will be refunded. If less than sixty (60) days, the deposit and any fees paid will be returned only *if the date can be booked by another party*, if not the deposit will be forfeited. In the event of any default hereunder the Lessee shall pay all costs, expenses and attorney's fees incurred by Lessor and the Attendant in enforcing this Agreement or collecting any amount due to the Lessor by Lessee.

If Lessee has not returned the contract, provided proof of liability insurance, and/or not made full payment of all rental amounts and fees (10) days prior to the rental, Lessor has the right to cancel the room rental.

### **Attendant**

For rentals outside normal business hours, an Attendant identified by the Lessor, is required to be on the premises. The Lessor specifically reserves the right to determine the number of Attendants required for all events. **AT LEAST ONE ATTENDANT IS REQUIRED ON THE PREMISES FOR THE DURATION OF YOUR EVENT FOR SECURITY AND ORGANIZATIONAL PURPOSES.**

The rental does not include Attendants to serve as stagehands, door guards, patron services representatives, private security, police, or janitors.

Attendant duties include but are not limited to: Coffee and water setup, monitoring AC/Heating, microphones, restrooms and building security checks. Attendants are the only individuals authorized to operate the air conditioning/heating system and the Lessor's audio/visual equipment.

Lessee agrees to pay attendant fee as agreed upon with the Rental Coordinator. The Fee of \$18 Per Hour is **paid directly to the Attendant before the event.**

### **Insurance**

The Lessee shall keep the Lessor insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general public liability insurance, with limits of at least \$1,000,000 for bodily injury, \$1,000,000 for property damage, and \$2,000,000 aggregate. Such policy shall name the Lessor and the Lessee as the insured. The Lessee shall deliver to the Lessor certificates of insurance certifying that such insurance is in full force and effect with the signed contract.

### **Restrictions**

Lessee understands and accepts the Lessee has no rights to enter or use areas of the facility not specifically contracted for herein, including but not limited to, administrative offices, other meeting rooms, audio visual control room, REALTOR® Store, etc. Lessee also understands and accepts that the Lessor shall have the right to enter any portion of the facility.

To prevent damage to facility, Lessee agrees not to attach items to any wall, floor, door, or ceiling unless the Lessor first provides written permission and instructions.

The Health Department requires that all food served FOR RESALE must be prepared by licensed caterers approved by the Rental Coordinator.

Smoking will be confined to the outside entrance walkway areas. **NO SMOKING IS PERMITTED ANYWHERE IN THE BUILDING AT ANY TIME. THE SECURITY DEPOSIT WILL BE FORFEITED IF SMOKING HAS OCCURRED**

## INSIDE THE BUILDING.

Due to City noise ordinances, lessees must control noise after 11:00 pm. Lessee will be liable for the behavior of their guests at all times.

Solicitations of donations are prohibited in or around the Lessor's facilities without express written consent from the Lessor.

All exits must be clear of any obstructions to conform to fire and safety regulations. No exits can be secured preventing anyone's exit capability.

The Lessor's phone number shall not be used on any promotional materials for Lessee's event.

Lessee shall not state or infer that its program, product or service is in any way supported or endorsed by the Lessor. If Lessee's program, product or service is intended for or is being marketed to members of Pinellas Suncoast Association of REALTORS®, Inc., Lessee shall advise attendees that its program, product or service is not endorsed by the Lessor.

### **Indemnity**

Lessee hereby indemnifies and holds Lessor harmless against all liabilities, claims and demands for personal injury or property damage arising out of or caused by any act or omission of Lessee, its agents or employees, arising in or about the premises at any time from the effective date of this agreement until lease has terminated.

### **Florida Law and Jurisdiction to Control Disputes**

This agreement shall be construed, governed and interpreted pursuant to the laws of the State of Florida. Any claim or dispute arising out of or relating to this agreement, or the breach thereof, shall be determined by litigation in the appropriate court of the State of Florida, located in Pinellas County, and Lessee hereby submits to the jurisdiction and venue of said court.

The Lessor or its employees shall not be responsible for any merchandise and/or equipment left in or on the property.

### **Attorneys' Fees**

If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceedings, action or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered by separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. The attorneys' fees shall include all matters such as pretrial, trial, appellate, post trial and bankruptcy proceedings.

### **Guaranty:**

For value received and in consideration for and as an inducement to Lessor making the Facility Rental Agreement with the Lessee, the undersigned, on behalf of itself, its legal representatives, successors and assigns, guaranties to Lessor, Lessor's successors and assigns, the full performance and observance of all of the provisions in the Facility Rental Agreement to be performed and observed by the Lessee, without requiring any notice of nonpayment, non performance or non observance, or proof or notice, or demand, all of which the undersigned expressly waives and expressly agrees that the validity of this agreement and the obligations of the undersigned guarantor shall not be terminated, affected or impaired by reason of the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of the Facility Rental Agreement. In the event the Lessor incurs any expenses in the enforcement of this guaranty, whether legal action be instituted or not, the undersigned agrees to be liable for same (including reasonable attorneys' fees) and to pay same promptly on demand by Lessor.