

The Woman's Club of Casseberry Rental Agreement

Address

251 Overbrook Drive

Casselberry, FL 32707

info@womansclubofcasselberry.com

Phone Number: 407-558-6550

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

The building has a maximum capacity of Ninety (90) persons. Anticipated Maximum Attendance: _____

Name or Nature of the Event: _____

I hereby request permission to rent The Woman's Club of Casselberry Clubhouse (hereinafter referred to as the "Venue") on:

1. Date: _____
2. Hours: From: _____ AM/PM to: _____ AM/PM
3. Total number of Rental Hours _____
4. All persons must have vacated the premises by the end of the "Rental Period" per this agreement. Failure to do so will result in the loss of the full deposit.
5. Payment for Security Deposit, Administrative Fee, and Rental Fee can be made in cash, check, or credit card. Please make your checks payable to "Woman's Club of Casselberry".

Initial: Client: _____

RENTAL RATES

1. Monday through Thursday – Fifty Dollars and Zero Cents (\$50.00) per hour.
2. Friday – Eighty Five Dollars and Zero Cents (\$85.00) per hour.
3. Saturday through Sunday – One Hundred Dollars and Zero Cents (\$100) per hour.
4. Rental time must be pre-scheduled and begins at the start of set up and ends when the last person related to the event leaves the building.
5. Lessee agrees to pay a total rental fee of \$_____ to rent the clubhouse for the event. A deposit of 50% of the rent amount will confirm your reservation and be applied to your total due.
6. Payment & Date: \$ _____ / _____ 7. Payment & Date: \$ _____ / _____
8. If remaining rental fee balance is not received by the Rental Manager two weeks prior to event date, this Rental Agreement will be cancelled, and the Deposit will be forfeited as liquidated damages as the facility will need to be re-rented, if possible, due to the cancellation.

Initial: Client: _____

SECURITY DEPOSIT

1. **REFUNDABLE DEPOSIT.** Client shall pay a refundable deposit in the amount of **\$300.00 Three hundred dollars** to The Woman's Club of Casselberry, INC. not later than 48 hours prior to the event by CASH.
2. There are instances under the terms of this Agreement which shall deem the refundable deposit a nonrefundable deposit.
3. Said refundable deposit shall be returned to Client not later than 48 hours after a complete review of the Client's vendors' and guests' actions are completed.
4. Said **\$300.00 Three hundred dollars** deposit is NOT applied towards the balance of any monies or fees owed by Client to The Woman's Club of Casselberry, INC.
5. **Initial: Client:** _____

CANCELLATION BY LESSEE

Should Lessee decide to cancel this agreement, Lessee must submit written notice of cancellation at least thirty (30) days prior to any reserved date.

1. If the event is canceled thirty (30) days or more in advance there will be a Twenty Percent (20%) cancellation fee plus Thirteen Dollars and Zero Cents (\$13.00) Credit card fee (if applicable) deducted from deposit.
2. If the event is canceled less than thirty (30) days before the event date and deposit will be forfeited. 3.
The \$13.00 Credit Card Fee does not apply if the deposit was made by cash, check or money order.

Initial: Client: _____

DATE CHANGE REQUEST

In the event the lessee requests to change the date of the event, every effort will be made by The Woman's Club of Casselberry to transfer the reservation to a new date. The Venue is booked months in advance so the requested reschedule date may not be available.

1. The lessee must provide a new event date within seven (7) days of the date change request.
2. There will be a One Hundred Dollar and Zero Cents (\$100.00) non-refundable date change request fee if the request is thirty (30) days or more from the original event date.
3. If the date change request is made less than thirty (30) days prior to the original event date a \$300 nonrefundable date change request fee will be applied.
4. If the Lessee cancels the new reschedule date, the original deposit and rental fee will be forfeited, even if cancellation is requested more than thirty (30) days prior to the new reschedule date.
5. If Lessee fails to notify the venue of a cancellation before the date of the event, The Woman's Club of Casselberry will be entitled to retain the full deposit as well as any rental rates paid in advance under this agreement.
6. **ONLY ONE (1) DATE CHANGE REQUEST WILL BE GRANTED.**

Initial: Client: _____

**DISCLAIMER OF LIABILITY REGARDING CONSUMPTION OF ALCOHOLIC BEVERAGES
AND/OR ANY ILLEGAL SUBSTANCES**

Lessee understands and agrees that Lessor assumes no liability for property damages, personal injury, or wrongful death resulting from the consumption of alcoholic beverages and or any illegal substances by Lessee or Lessee's members, guests, or invitees, on or about the Venue property. This disclaimer of liability extends to damages, injury, and or death, whether foreseeable or unforeseeable, which may occur at the Venue as well as that which may occur at other locations following the consumption of alcoholic beverages and or any illegal substances on or about the Venue.

Lessee hereby agrees to Indemnify Lessor and Lessee holds Lessor harmless from and against any and all damages, liability, loss, attorney's fees, and other expenses, which Venue may incur, as a result of consumption of alcoholic beverages and or any illegal substances during Lessee's use of the Venue. We ask for your understanding and must insist on your complete cooperation in preventing sales, or providing alcoholic beverages of any sort to minors and/or intoxicated persons.

Initial: Client: _____

SECURITY; SECURITY CAMERAS

It is hereby understood and agreed to by Lessee that Venue does not provide any security for the rental period. The Woman's Club of Casselberry at its sole and absolute discretion may require security for certain events. The cost of all security services will be the sole responsibility of the Client. All security personnel must be supplied by a reputable guard or security agency licensed to do business in the State of Florida, or from a local law enforcement, and the agency and personnel are subject to Venue's prior approval. In the event Security personnel will carry weapons on the property, said security personnel shall be licensed to carry such weapons by the appropriate agencies in the State of Florida. Venue has security cameras both inside and outside of the premises. Said security cameras monitor the premises Twenty-Four (24) hours a day, Seven (7) days a week.

CLIENT HEREBY UNDERSTANDS THAT ANY ACTIVITY CONDUCTED ON THE PREMISES MAY BE RECORDED BY ONE OF THE SECURITY CAMERAS ON SITE. Client, nor client's guests, licensees, or invitees are allowed to tamper with, move, power off, or otherwise block the cameras from recording during the term of the rental for this property.

Initial: Client: _____

DECORATIONS

All decorations, including but not limited to, table centerpieces, banners, and signs shall meet the fire and safety code and regulations. No fireworks, explosives, or incendiary devices, may be used in or around the Venue at any time. Removal of all decorations is the sole responsibility of the Client, and all decorations and personal belongings must be complete at the end of the event.

If items of value are left behind, Venue will do what it can to preserve those items for pick up by the client. However, the Venue shall assume no responsibility for loss or damage resulting from items being left behind at the Venue by Client, Client's guests, licensees, or invitees.

Initial: Client: _____

WAIVER OF LIABILITY

Client agrees to indemnify, defend, and hold harmless The Woman's Club of Casselberry and its members, managers, employees, agents, and attorneys from and against any and all loss, damages, claims, whether foreseeable or unforeseeable, liability, fines, governmental charges, or expense arising out of or resulting from any injury or claim of injury of any nature whatsoever to either persons or property arising from any accident or any other occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the condition of, or the use, misuse or disuse of the premises or any part thereof, by any and all persons participating as part of the named activity, except those claims arising out of the gross negligence or willful misconduct of The Woman's Club of Casselberry. Further, Client represents and warrants that Client's activities conducted at the Venue and in connection with your function shall not infringe upon any copyright, trademark, patent, or violate any other rights of any third party, whether a company or an individual.

Initial: Client: _____

PARKING LOT

Client hereby understands and agrees that Persons using the parking area do so at their own risk. Venue specifically disclaims all liability, except when caused solely by its gross negligence or willful misconduct, for any personal injury incurred by users of the parking area, their agents, employees, family, friends, guests or invitees, or as a result of damage to, theft of, or destruction of any vehicle or any contents thereof as a result of the operation or parking of vehicles.

All vehicles shall be removed from the parking lot at the end of the rental or are otherwise subject to being towed. Venue assumes no responsibility for damages in the event of a vehicle being towed from the venue after a rental has terminated.

Initial: Client: _____

SEVERABILITY

In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

Initial: Client: _____

ENTIRE AGREEMENT/MODIFICATION

This agreement represents the entire agreement between the parties and no alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

Initial: Client: _____

OPPORTUNITY TO REVIEW

The captions, sections, clauses, article numbers, section numbers and table of contents, if any, of this Rental Agreement are inserted for convenience only and in no way limit, enlarge, define or otherwise affect the scope or intent of the Agreement or any provision thereof. The parties hereto intend that the interpretation and enforcement

of this Agreement be governed by the laws of the State of Florida. If there is more than one Client, the obligations and liabilities hereunder imposed upon Tenant shall be joint and several. This Agreement has been fully negotiated and reviewed by the parties and their counsel and is the work product of both parties; it shall not be more strictly construed against either party. This Rental Agreement and the exhibits, schedules, addenda, and riders, if any, attached hereto are attached herein and set forth the entire agreement between Venue and Client concerning the Premises and Building and there are no other agreements or understandings between them. Nothing in this Rental Agreement constitutes the Venue a partner of the Client or a joint ventures or member of a common enterprise with the Client.

Initial: Client: _____

ATTORNEYS FEES AND COSTS

Should it be necessary to hire an attorney to enforce the terms of this Rental Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs for the necessity of the action whether in arbitration, mediation, State or Federal Court, and continuing through the end of the Appellate process.

Initial: Client: _____

EVENT SPACE IS AS-IS

While Venue strives to provide the utmost possible service for each and every event, Venue does not warrant any conditions of the premises above or beyond what exists at the time of the Rental. Venue colors, decorations, layouts, and temperature are subject to change. Venue provides a working HVAC unit, but temperatures can fluctuate depending on the month of rental, number of guests, whether the door is continuously open, and many other factors. Venue hereby disclaims any responsibility or liability for the temperature of the venue as it is subjective to each and every renter and their guests. Venue hereby disclaims any responsibility or liability for any changes in the venue space between the date of booking and the date of the event. If Lessee is requiring something specific, such as but not limited to, a certain color of the walls, or certain decorations, it is Lessee's responsibility to notify Venue before, but no later than execution of this agreement. Failure of Lessee to notify Venue of specific needs does not give rise to a cancellation of this agreement.

Initial: Client: _____

DAMAGE TO PREMISES

Client, or Client's agents, guests, licensees, invitees shall not damage or deface the property at any time during this rental period and client hereby understands and agrees that Client shall be held responsible for any damages, regardless of whether the damage was caused by Client directly or someone Client allowed on the premises during the term of the rental. The undersigned Lessee agrees to abide by all written rules and agreements outlined in this contract and will reimburse the Lessor for any costs incurred by Lessor due to damages or misuse of premises during the rental period.

Initial: Client: _____

CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises.

Initial: Client: _____

SMOKE-FREE FACILITY

If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed against the security deposit. Any guests violating the smoking restrictions will be asked to leave the premises by the venue staff, if any.

Initial: Client: _____

FORCE MAJEURE

The Woman's Club of Casselberry is not responsible for failure to provide the basic facilities and services due to unforeseen emergencies or catastrophic events including but not limited to: interruption of utilities, hurricane, tornado or other inclement weather, terrorism and/or invasions, mobs, pandemics, war, or any other circumstances that render Venue's performance impossible under this agreement. The Lessee shall hold harmless The Woman's Club of Casselberry for any suffered loss or damage resulting therefrom.

Initial: Client: _____

OTHER PROHIBITED ACTIVITIES

Any violation of the below items will cause loss of security deposit.

- (A) Please Note: During the month of December, we have Christmas decorations up. Includes but limited to: Christmas tree, wreaths, and greenery around window. They are not to be removed.

- (B) No Subleasing or Assignment of this agreement. Lessee is not allowed to sublease, assign, or allow any other person or entity to use the space during the rental period under this agreement. Any such use shall be an express breach of this agreement. The lessor shall maintain the right to cancel this agreement if discovered beforehand or terminate an event in progress if it is found to be subleased, assigned, or being used for any other event or by any other person that what is expressly detailed herein. If in breach of this paragraph, Lessee forfeits their security deposit and rental amounts paid as liquidated damages.
- (C) NO Confetti, Glitter of any kind is allowed to be used in or around the premises.
- (D) Do not tape, glue dot, tack, teacher putty or use any other adhesive to otherwise stick or hang decoration on the walls.
- (E) Do not hang anything from the ceiling.
- (F) There is to be no congregating outside. No drinking or loud behavior outside. All reports of disturbance by the neighbors will be taken seriously.
- (G) Do not allow guests, including children, to run or play on the Golf Course or in between homes.
- (H) Do not let your guest sit, stand, or lean against the Handicap railing.
- (I) No cooking should be done in the kitchen or outdoors. Warming oven may be used to keep food warm and must be cleaned and turned off before you leave.
- (J) All music or loud noise must be kept inside the building (keep doors closed). City ordinance requires that all music (bands, D.J.'s etc.) to cease no later than 11:00 p.m.
- (K) No food or bags of ice are to be left in refrigerator/freezer. Countertops, sinks, restrooms, floors, etc. must be left clean. **All trash (including bathroom and other small trash containers) must be placed outside in dumpster. Remove any trash around the outside of the building.**
- (L) Tables are to be pushed up against the wall. There should be seven (7) stacks of chairs along the back wall. Additional stacks are to be stored in storage Closet. 2 There are pictures and signage in the storage closet showing proper way to store Tables and Chairs.
- (M) Oversized disposal items such as boxes should be broken down prior to being placed in the outside dumpster. Balloons should be popped before placing in the dumpster.
- (N) NO Parking behind the building – Septic tank is located behind building. This is a golf course and there are two fairways behind the building. The golf course does have night golf games (glow in the dark). We are not associated with the golf course. Parking Map on page13
- (O) The Renter is responsible for any damage(s), missing property, or additional clean-up expense(s).
- (P) Please keep doors closed except when entering or leaving. Lights are to be turned off and doors locked after use of the facility.

Initial: Client: _____

THIS IS A SHORT-TERM RENTAL OF COMMERCIAL SPACE. NOTHING IN THIS AGREEMENT CREATES A LANDLORD-TENANT RELATIONSHIP BETWEEN CLIENT AND THE WOMAN’S CLUB OF CASSELBERRY. RENTER IS ALLOWED TO USE THE PROPERTY DURING THE TERM OF THE RENTAL AND MUST VACATE AT THE END OF THE TERM OF THE RENTAL. IF THIS CONTRACT PROVIDES FOR A REOCCURRING RENTAL, RENTER IS ONLY ALLOWED TO USE THE VENUE DURING THE SPECIFIC TIMES AND DATES THAT HAVE BEEN AGREED TO BETWEEN CLIENT AND THE WOMAN’S CLUB OF CASSELBERRY.

Lessor:	Lessee:
Sign: _____ Date: _____	Sign: _____ Date: _____
Print: <u>Lindsay Ward</u> <u>Rental Manager</u>	Print: _____
Phone Number: <u>407-558-6550</u>	Address: _____ _____
Email: <u>info@womansclubofcasselberry.com</u>	Cellular Number: _____
	Email: _____

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (8004357352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.
\Official Use Only:

Security Deposit received _____ in the amount of \$ _____ by: _____

Rental fee received _____ in the amount of \$ _____ by: _____