

FIRE FIGHTERS MEMORIAL BUILDING CORPORATION
HALL RENTAL AGREEMENT

This HALL RENTAL AGREEMENT (hereinafter "Agreement") is entered on _____, 20____ by and between the **FIRE FIGHTERS MEMORIAL BUILDING CORPORATION**, a Florida Not for Profit Corporation, (hereinafter "Building Corp."), with its principal place of business at 8000 NW 21 Street, Suite 222, Miami, FL 33122, and _____, (hereinafter "Lessee"), whose mailing address is, _____, and whose phone number is (____) ____ - _____. The parties hereby agree as follows:

Article I- Premises and Event

The Building Corp. leases to Lessee the following Rental Hall _____, located at 8000 NW 21 Street, Suite 222, Miami, FL 33122 (hereinafter "Premises"). This lease includes use of the tables, chairs, stage and/or dance floor located at the Premises.

The Lessee hereby rents the Premises for the following purpose:

to be held on: _____, 20____, from _____ am/pm to _____ am/pm (hereinafter "Event"). The Premises shall not be deemed reserved for the Event until Lessee pays a Deposit to Building Corp. as provided in Article III herein. The Lessee shall not use the Premises for any other purpose other than the Event as described herein.

Article II- Rental Fee

The Rental Fee for use of the Premises for the Event is \$ _____. The Rental Fee shall be paid to Building Corp. no later than fourteen (14) days prior to the Event. The Premises shall be rented for a minimum of four (4) hours. If the Event exceeds four (4) hours, Lessee shall be charged \$200.00 per hour for each additional hour. If the event set-up/break down exceeds two (2) hours prior, or two (2) hours after the event, lessee shall be charged \$100 per hour for each additional hour. Building Corp. may terminate this Agreement for failure to timely pay the Rental Fee.

<u>WEEKENDS*/HOLIDAYS</u>	<u>COST OF 4 HOURS</u>
WHOLE HALL	\$2,197.00
HALF HALL	\$1,464.00
<u>WEEKDAYS/WEEKNIGHTS</u>	
WHOLE HALL	\$1,098.00
HALF HALL	\$732.00

<u>ADDITIONAL CHARGES-</u> (Circle selected options)	
Use of Bar (includes ice and sodas)	\$250.00
Use of Audio-Visual System	\$200.00
Outside Catering Fee	\$150.00
Additional Event Time	\$200.00/hour
Additional Set-up/Break Down Time	\$100/hour
<u>REQUIRED CHARGES</u>	
Set-up of tables, chairs, and accessories	20% of the 4-hour charge
Sales Tax	7%
TOTAL RENTAL FEE	\$ _____ **
* Weekend is defined as: Friday after 5 p.m., Saturday or Sunday ** Plus Deposit as provided in Article III	

Article III- Deposit and Damages

Lessee shall pay Building Corp. a Deposit of **\$500.00** upon signing this Agreement. The Premises shall not be deemed reserved for the Event until such funds have cleared. In the event of a duplicate reservation by multiple parties, the Premises shall be rented to the first party from which Building Corp. has received a fully signed Agreement and Deposit. The Deposit is non-refundable in the event of termination or cancellation of this Agreement. The Deposit may be refunded if Lessee provides written notice of cancellation to Building Corp. at least thirty (30) days prior to the Event.

Building Corp. shall inspect the Premises within forty-eight hours of conclusion of the Event. Building Corp. shall refund any unclaimed portion of the Deposit to Lessee within fourteen (14) days of the inspection. If Lessee fails to comply with the Requirements and Conditions of Rental of Premises, which are attached hereto and incorporated herein as Exhibit "A," Building Corp shall retain the entire Deposit without further notice to Lessee. If Building Corp., in its sole discretion, determines that Lessee has failed to leave the Premises in as clean, orderly, and good condition as when rented, including failing to remove any trash, Lessee shall pay Building Corp. damages and a cleaning fee of **\$200.00** in addition to the Deposit. Building Corp. shall provide a written invoice to Lessee of any damages, cost to repair, and cleaning fees within fourteen (14) days of the inspection. Lessee shall immediately pay Building Corp. the amount due for damages and fees upon presentation of an invoice. Building Corp. further reserves the right to deduct the additional Rental Fee for exceeding the agreed upon rental period for the Event, if any, from the Deposit.

Lessee is responsible for any and all damage to the Premises whether caused by Lessee, Lessee's invitees or guests, or other individuals attending the Event regardless of whether the same are invitees or present without Lessee's permission.

Article IV- Default

If any default occurs under this Agreement due to Lessee's failure to perform any of its obligations, including but not limited to, failure to timely pay the Rental Fee, Deposit, disclose required documents, or comply with any requirements herein, Building Corp., without prejudice to any other rights which it has pursuant to this Agreement, at law or in equity, may terminate this Agreement without further notice to Lessee and retain the Deposit. Building Corp. may further pursue a claim or action for damages against Lessee in law or in equity.

Article V- Form of Payment

Deposits shall be paid in the form of cash, major credit cards, cashier's check, or personal check. Cancelled/returned checks shall be assessed a \$25.00 service charge. Building Corp. reserves the right to charge a service fee for the use of credit and/or debit cards.

Article VI- Food Preparation

The commercial kitchen located on the Premises may be utilized during the Event, subject to the provisions of this Agreement. The kitchen may be operated for food preparation only by fully licensed and insured private caterers. At least fourteen (14) days prior to the Event, any caterer planning to utilize the kitchen must provide evidence of a current caterer's license issued by the State of Florida and a certificate of insurance coverage to Building Corp. providing evidence of one (1) current comprehensive general liability policy in a minimum amount of \$1 million combined public liability coverage for personal injury and property damage. Such policy shall name both the caterer and the Building Corp. as the insured.

Article VII- Alcoholic Beverages

The sale or consumption of liquor is not permitted on the Premises, except as specifically provided herein. Lessee shall, at its sole expense, obtain a liquor license issued by the State of Florida for any sale of alcoholic beverages on the Premises during the entire duration of the Event, including but not limited to, donations, door fees, or any other form of compensation whether or not for profit. At least fourteen (14) days prior to the Event, Lessee must provide evidence of a current liquor license issued by the State of Florida and a certificate of liability insurance coverage for purposes of liquor sales and consumption on the Premises in a minimum amount of \$1 million combined liability coverage for personal injury and property damage. Such policy shall name both the Lessee and the Building Corp. as the insured. Lessee shall pay Building Corp. a fee of \$250.00 for use of the bar located on the Premises.

Article VIII- Inspection, Security, and Alternate Hall

Building Corp. may inspect the Event to confirm compliance with this Agreement. Building Corp. may require Lessee, at its sole expense, to obtain bonded security personnel. Building Corp. reserves the right to move the Event to an alternate rental hall should the size of the Event warrant a smaller or larger hall, to comply with fire codes, or if another event creates a conflict, as determined in the sole discretion of Building Corp. If a larger hall is required, Lessee agrees to pay any charges associated with the cost difference of the rental halls.

Article IX- Indemnification and Waiver

Lessee agrees to indemnify and hold harmless Building Corp. its officers, employees, agents, and assigns from all damages, claims, demands, liabilities, and causes of action of every kind and nature, including any attorney's fees and costs in defending such actions, by reason of any damage or injury to persons (including loss of life) or property which may arise incident to, or in connection with the performance or obligations under this Agreement and the use and rental of the Premises, regardless of which is caused in whole or in part by the negligence of the Lessee, its guests, invitees, agents, assigns or by a third party.

Lessee hereby releases Building Corp. its officers, employees, agents, contractors, and assigns from all claims for damage to or loss of personal property and/or equipment for which insurance is carried, sustained by Lessee or any person claiming through Lessee resulting from any fire, accident, occurrence, theft in or upon the Premises to the extent of any recovery by the injured party under such insurance.

Article X- Miscellaneous

This Agreement shall be governed by the laws of the State of Florida and the appropriate venue for any action rising out of this Agreement is Miami-Dade County, Florida.

This Agreement constitutes the entire understanding and agreement of the parties and no changes, modifications, deletions, or revocations shall be made unless otherwise mutually agreed by the parties in writing.

If, for any extreme reason beyond its control, including but not limited to accidents, acts of war, or acts of God, government regulation, terrorism, natural disaster, strike, or civil disturbance, resulting in a failure to perform this Agreement, Building Corp. shall terminate this Agreement and refund any deposits and fees received, if any, to Lessee. Building Corp. shall not be liable to Lessee for damages of any nature, under any such circumstances, for any reason.

This Agreement shall be binding on the parties, their successors, heirs, assigns and/or personal representatives.

The failure of Building Corp. to promptly institute legal action upon any breach of this Agreement shall not constitute a waiver of that or any other breach hereof. The waiver by Building Corp. of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

If Building Corp. is required to enforce the terms of this Agreement, Lessee shall pay its reasonable attorney's fees and costs, including any collection fees and costs prior to filing formal legal action.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Article XI – Media Policy

PROHIBITED USE: The use of the Building Corp. facilities is not open to the general public and is strictly limited to those groups, organizations, or others listed as Lessee in this Agreement. Lessee agrees not to make reference to the Building Corp. or to the physical property location of Premises, or use the likeness and/or image of Premises or the Rental Hall property, in any external advertisements, or any form of media, without prior written approval from Building Corp. Furthermore, Lessee agrees not to use logos and licensed trademarks without the express written permission of the Building Corp.

EXECUTED as of the day and year first above written.

**FIREFIGHTERS MEMORIAL
BUILDING CORPORATION**

LESSEE:

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit "A"

Requirements and Conditions of Rental of Premises

Reference herein to "Lessee" shall refer to Lessee, its officers, employees, agents, assigns, guests, and invitees

- Lessee shall setup and cleanup within the rental hours of the Event, unless otherwise provided in the Agreement.
- Lessee shall not make any alterations to the Premises.
- Lessee shall not use nails, tacks, staples, scotch tape or any material that sticks to or penetrates the walls or the tables in the Premises without the written authorization of the Building Corp.
- Lessee shall not use glitter in the Premises.
- Lessee shall not violate any laws, conduct any unlawful or improper activities, or permit any nuisance on the Premises.
- Lessee shall comply with all fire codes and occupancy limits.
- Except as specifically provided in this Agreement, the consumption and sale of alcoholic beverages is prohibited.
- Smoking is prohibited inside the Premises and is limited to outside designated smoking areas.
- Lessee shall clean the Premises and leave it in good, orderly condition as in good condition as when rented.
- All trash, including food, shall be placed in heavy-duty plastic garbage bags, secured tightly, and disposed of in designated places.
- Lessee shall assume full responsibility for the character, acts and conduct of all persons admitted to the Premises during the Event whether the same are invitees or present without Lessee's permission.
- Lessee shall comply with all laws, ordinances, rules and regulations of the State of Florida and Miami-Dade County.
- Minors shall be supervised by an adult at all times during the Event.