



RENTAL AGREEMENT

Manatee River Garden Club, 3120 1st Ave W.,
Bradenton, FL 34205, Manatee County

*A signed contract and security deposit secures your date.

\$500 Security Deposit - Cash /Check #
Final Payment Due
Final Payment Received
Room Setup Received
Insurance Docs Received
\$500 Security Deposit Returned

NAME OF PARTY(S) _____ DATE OF EVENT _____

ADDRESS _____

NAME/ADDRESS (if different) to return \$500 Security Deposit _____

1ST PHONE: _____ 2ND PHONE: _____

EMAIL: _____

DRIVER'S LICENSE: _____

OF GUESTS: ____ EVENT TYPE: CEREMONY RECEPTION PARTY/SHOWER MEETING/SEMINAR
OTHER _____

NAME OF CATERER: _____

INSURANCE PROVIDER/POLICY#: _____

BEGINNING TIME OF EVENT: _____ END OF TIME: _____

If tax exempt, a certificate must be attached to the rental agreement.

The rental deposit is due at the time of signing. The full renter fee plus ____% state tax is due no later than 90 days prior to the date of event. Additional hours are charged at a rate of \$210 an hour.

MANATEE RIVER GARDEN CLUB, INC. (the lessor hereinafter called MRGC) and _____ hereinafter called the Renter) each in consideration of the Agreements to be performed by the other, agree:

1. **LEASED PREMISES:** MRGC hereby leases to the renter real property situated at 3120 First Avenue West, Bradenton, FL 34205 ("Leased Premises") for the term beginning at the time and date indicated above.

2. **SECURITY DEPOSIT:** The Renter shall pay MRGC a Security Deposit of **\$500 at signing of the contract.** The Security Deposit shall be refunded, by mail, approximately 10 business days after rental provided no violations of the rules and restrictions contained in paragraph 8 of this Rental Agreement have occurred and no damage has been done to MRGC property.
3. **RENT:** Renter will pay MRGC the full rental fee plus tax **no later than 90 days prior** to the date of the scheduled event. Credit Card payments are not accepted.

The rent is \$_____ plus state sales tax of \$_____. The full amount of \$_____ is due in full 90 days prior to the event.

Full rent to be paid no later than _____.

4. **CANCELLATIONS:** Cancellations of this Rental Agreement must be in writing and delivered/mailed to the MRGC at the mailing address: P.O. Box 14662, Bradenton FL 34280-4662. \$450 of the Security Deposit is refundable up until 120 days prior to the date of the event. Renter will forfeit \$50 for cancellation fee if cancellation falls from the date of signing until 120 days prior to the date of the event.
5. **RESERVATION OF PREMISES:** Renter agrees that MRGC is not obligated to lease the premises to Renter until this agreement has been executed by the representatives of the Renter and MRGC and the rental deposit has been received.
6. **PROPERTY FURNISHED OR INCLUDED IN RENTAL:** MRGC will furnish light, heat or air Conditioning. The facility will be clean and ready for use of the renter on the date and time set forth in this contract. Kitchen-refrigerator, 2 microwaves, and stove with oven. MRGC tables and chairs (for indoor use only) are provided per the inventory listed on our layout sheet. Leased Premises includes use of: 58' x 29' hall, 3 restrooms, an 18' x 29' room that can be used as a dressing room and a 42' x 24' covered screened patio room. Renters may also utilize the surrounding gardens, gazebo and arch. A building attendant may remain on the premises for the duration of the event.
7. **DISHONORED CHECKS:** All dishonored checks are referred to a check recovery organization for collection. Renter agrees to pay a service fee of \$50.00 plus bank charges, to MRGC on returned checks and any additional fees charged by the check recovery organization. Such payments must be in cash, by Money Order or Cashier's Check.
8. **RULES AND RESTRICTIONS:** Failure of the Renter to comply with the following rules and restrictions will result in the loss of all the Security Deposit and/or additional charges as necessary.
 - a. The renter shall occupy/use the Leased Premises only during the time periods specified in this agreement. Additional rental time will be charged at a rate of \$210 per hour plus sales tax. MUSIC MUST BE DISCONTINUED BY 10 PM. The city of Bradenton strictly enforces the noise ordinance. The Renter and all guests must vacate the premises by 11 PM.
 - b. The Renter is fully responsible for the character, acts and conduct of his/her attending guests, including children, both inside and outside the building.
 - c. The Renter will leave the building and grounds in the same condition as it was at the commencement of the leased period. The removal of all food, litter, trash, and

decorations used during the event, both inside and outside the building, is the responsibility of the Renter. All trash must be bagged and taken to the garbage bins provided on the property at the conclusion of the event. Furnishings are not to be left outdoors overnight. Renter shall remove all personal property and equipment brought into the Leased Premises by the time of expiration of the leased term or make prior arrangements for pickup by Rental Company or renter. Any property remaining in the Leased Premises after 10 days after the expiration of the lease term shall be removed and/or disposed of by MRGC.

- d. The Renter may decorate the premises using only magnets, chenille wire, and ribbon as attachment- all are subject to the approval of the MRGC Rental Representative. The Renter shall NOT mar, damage, or deface the building, patio, or grounds in any manner by using nails, drills, hooks, tacks, tape, staples, double-sided tape or any other form of adhesive on the walls, floors, doors, fixtures or ceiling of the Leased Premises, nor to trees or garden structures. Candles are not allowed – no open flame is allowed. The Renter is responsible for adhering to these rules and for taking all safety precautions. **Only battery or electric candles may be used.**
- e. **The Renter shall be held responsible for any damages to the building, structures, furnishings, fixtures, equipment, plants, etc. and will be charged for such damages, repairs and/or replacement of such items.** Permanent fixtures of MRGC (chairs, art work, benches, planters etc.) shall not be removed from their position by Renter. Any items deemed missing from the Leased Premises after lease term will be reimbursed by the Renter upon receipt of invoice from MRGC.
- f. The Renter agrees that no rice, seeds, silk petals, or confetti will be thrown anywhere in or on the Leased Premises. Furthermore, no substances including, but not limited to dance wax, cornmeal or sand, etc. are to be used on the floors of the Leased Premises or out of doors. The Renter may use only bubbles or fresh flower petals.
- g. **Fireworks are strictly prohibited.**
- h. Signing this agreement does not mean MRGC is a sponsor of the Renter’s function. Renter may not use MRGC in any promotion without prior written consent.
- i. The Renter shall not sublet the Leased Premises.
- j. **Alcoholic beverages may be served, but not be sold** in, on or about the Leased Premises. The Renter is required to obtain liquor/event insurance naming MRGC as certificate holder. The Renter will present proof of insurance no later than 90 days prior to the event to the office manager along with final payment.
Initials of Renter: _____
- k. **Smoking is not allowed** inside the building by order of the State Fire Marshal.
- l. Occupancy of the Leased Premises is limited to 170 persons. The Renter is responsible for adhering to this capacity restriction as mandated by the State Fire Marshal. **Initials of Renter:** _____
- m. Rental fees shall not be refunded due to unforeseen mechanical failure/s. Reasonable efforts will be made to restore the same.
- n. MRGC tables and chairs are not to be used outside of the building.

9. LIABILITY FOR INJURY: MRGC shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Renter or by any person who may at any time be using or occupying or visiting the Leased Premises or be in, on or about the same whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Renter or any occupant, subtenant, visitor, or user of any portion of the Leased Premises, or shall result from or be caused by any other matter of thing whether of the same kind as or of a different kind than the matters of things above set forth, and Renter shall indemnify MRGC against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. **Initials of Renter:** _____

10. NOTICES: All rents payable and notices given under this lease agreement to Lessor shall be paid and given to Manatee River Garden Club, Inc. Mailing address is: P.O. Box 14662, Bradenton, FL 34280-4662.

Any notice mailed by registered mail, postage and fees prepaid, shall be deemed delivered when mailed to the last address specified by Renter whether received or not.

11. CONTROLLING LAW: This agreement shall be governed by the procedural and substantive Laws of the State of Florida. Venue for any action brought to enforce the terms of this Agreement shall be in Manatee County, Florida.

Renter's Signature: _____ Date: _____

Representative of MRGC: _____ Date: _____