

Lee County Black History Society, Inc.

1936 Henderson Avenue Fort Myers, Fl. 33916

Phone number 239-332-8778

Fax number 888-632-6538

Multi-purpose Room Lease Agreement

Name of Lessee _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____ Fax _____

Please choose from the following

Birthday Party ___ Reception ___ Meeting ___ Baby Shower ___ Other/Specific _____

DJ on site Yes/No _____ Decorators/Set up Time Yes/No _____

Date of Event _____ Start time _____ End time _____

Lessee Signature _____ Date _____

\$50.00 Deposit paid by _____ Cash _____ Receipt # _____

Additional payments by _____ Cash _____ Receipt# _____

LCBHS Agent's Signature _____ Date _____

Herein after called "Lessee."

1. PAYMENT TERMS/DEPOSIT: Lessee agrees to pay LCBHS for the use of such premises a base rental package \$200 for **SIX (6)** hours and a \$50 refundable deposit to secure the desired date.

A meeting rental (maximum 2 hours) \$25.00 per hour.

The balance of the rental package cost of \$200 is to be paid no less than **10 business days (Tuesday- Friday) prior to the start of the event.** Payments accepted via Cash or Money Order and should be payable to the Lee County Black History Society. Refundable deposit shall be returned to the lessee no less than 10 business days after the contracted event. An authorized agent of the LCBHS will notify the lessee when said refund is available for pick-up.

2. ESSENCE OF TIME: Time shall be of essence in this Agreement and the time herein granted shall not be extended for the occupancy or use of the premises by the Lessee without the express written permission of LCBHS. You are allowed an hour before your event to set up and an hour after the event for clean up. Any additional time shall be \$25 per additional hour (or fraction thereof), if such permission is granted. Payment for time extension must be paid in cash or money order. No personal checks will be accepted. Initial _____

3. LCBHS PROPERTY: All LCBHS equipment entrusted to the care of Lessee or on the demised premises during the term of this Lease, which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of the Lessee. Lessee shall be responsible to pay full replacement costs to LCBHS upon demand. Initial _____

4. DAMAGE OR DEFACTION OF BUILDING OR PREMISES: Lessee shall not in any manner deface said building or premises and shall not cause nor permit to be driven, any nails, hooks, tacks, or screws in any part of said building nor shall Lessee make or allow to be made any alteration of any kind therein. Initial _____

5. RESPONSIBILITY FOR PROPERTY IN BUILDING: LCBHS assumes no responsibility for any property placed in said premises, and Lessee hereby expressly relieves and discharges LCBHS from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the use of occupancy of said premises or any part thereof under this Agreement and all other protective service desired by Lessee must be arranged for by special agreement with LCBHS at the sole cost and expense of Lessee. The onsite agent of the LCBHS shall have available to him/her at all times, total and complete access to all portions of the leased premises. Initial _____

6. SURRENDER OF PREMISES: Lessee shall quit and surrender the demised premises and all equipment/possessions contained therein to LCBHS at the end of the aforesaid term in the same condition as at the date of the commencement of this Lease, ordinary use and wear only expected. In the event that the above-described portion of said premises is vacated by Lessee on the date and time named at the end of the term for which said portions of said building are to be used by Lessee in accordance with this Agreement, then LCBHS shall be and is hereby authorized to move from said building at the expense of the Lessee any and all goods, wares, merchandise and property of any and all kinds and description. LCBHS shall not be liable for any damages or loss of said goods, wares, merchandise or other property which may be sustained either by reason of such removal or the place to which it may be removed and LCBHS is hereby expressly released from any and all claims for damages of whatever kind or nature arising from its taking and holding said property. LCBHS, without liability to Lessee, may

dispose of such property as it sees fit without obligation to account to Lessee for any proceeds or value received from the sale or other disposition of such property. **Initial** _____

7. INDEMNITY: Except to the extent that such damages are caused by LCBHS's sole negligence, Lessee agrees to indemnify and hold harmless LCBHS and the City of Fort Myers, the City Council, their agents, representatives and employees, from and against all claims, demands or judgment including attorney fees, arising from Lessee's use of the premises or by the use of the premises by Lessee's guests, invitees, agents, employees or contractors, or from the conduct of Lessee's business or from any activity, work or things, done, permitted or suffered by Lessee in or about the premises or elsewhere. Lessee, as a material part of the consideration to LCBHS, hereby assumes the risk of damages to property or injury to persons, in, upon or about the premises or elsewhere. Lessee hereby waives all claims in respect thereof against LCBHS. Lessee agrees that the terms of this provision shall remain in effect beyond the term of this Agreement. **Initial** _____

8. EVACUATION OF FACILITY: Should it become necessary in the judgment of LCBHS to evacuate the premises because of reasons of public safety, the Lessee will be permitted to re-enter premises for sufficient time to complete presentation of this event without additional rental charge, providing such time does not interfere with another building Lessee. If it is not possible to complete the presentation of the event, rental shall be forfeited, prorated, or adjusted at the discretion of the LCBHS based on the situation, and the Lessee hereby waives any claim for damage or compensation from the LCBHS. **Initial** _____

9. OCCUPANCY INTERRUPTION: That in case the said facilities or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Lease by the LCBHS impossible or impractical, including without limitation thereto, the requisitioning of the leased premises by the United States Government or of any instrumentality thereof, then and thereupon this Lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this Lease be so terminated. . **Initial** _____

10. UNAVOIDABLE OCCURRENCES: If, for any reason, an unforeseen event occurs including, but not limited to fire, casualty, terrorist threat/act, war or other unforeseen occurrence, which renders impossible or impractical the fulfillment of any term of this lease, the Lessee shall have no right to nor claim for damages against LCBHS. **Initial** _____

11. DEFAULT BY LESSEE: Lessee covenants that if any default is made in the payment of the rent or any part thereof at the due dates specified under section one of this Lease, or if any default or violation is made in the terms of this Lease, including cancellation and postponement of said event, at the option of the LCBHS, this Lease shall cease and terminate. Lessee shall, notwithstanding such re-entry, pay the full amount of said total rental package as herein agreed. In case suit or action is instituted by LCBHS to enforce compliance with this Agreement, Lessee agrees to pay all court costs and expenses of LCBHS, including attorney's fees arising from said suit or action. . **Initial** _____

12. COMPLIANCE WITH LAW: Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements of the State of Florida, City of Fort Myers, and any LCBHS policies established and in effect during the term or any part of the term herein regulating the use by Lessee on the premises. In the event the Lessee shall fail and neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements, or in the case the Lessee shall fail or neglect to make any necessary repairs at the cost and expense of the Lessee, and in the case of the Lessee's failure to pay therefore, the said cost and expenses shall be added to the rent and be due and payable as such, or LCBHS may deduct the same from the balance of any sum remaining in possession of LCBHS. This provision is in addition to the right of the LCBHS to terminate this Lease. Lessee agrees to obtain any permits and licenses required by LCBHS or any other applicable governmental authority and to pay any tax, or taxes, (including amusement tax), incidental to the use of the premises under this Lease. **Initial** _____

13. ASSIGNMENT AND SUBLETTING RIGHTS: The Lessee may not assign this Lease or sublet any part of the premises without prior written consent of LCBHS. **Initial** _____

14. REMEDIES NONEXCLUSIVE: All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to LCBHS at law or in equity. material breach of contract. **Initial** _____

15. GENERAL MANAGER DISCRETION: Any matter not expressly provided for herein shall be decided within the reasonable discretion of the acting agent of the LCBHS. **Initial** _____

16. APPROVAL OF CONTRACT: This lease will not be in force, until signed by both parties and refundable deposit as outline in section one of these agreements is received by LBCHS. If LCBHS denies approval of this lease, the total deposit will be returned to Lessee. **Initial** _____

17. BINDING EFFECT: All terms and conditions of this Lease shall be binding on the parties, their heirs or representations, assigns, and CANNOT be waived by an oral representative or promise of any agent or other person of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed this Lease.