

RENTAL AGREEMENT

Bradenton Woman’s Club
1705 Manatee Avenue W
Bradenton, FL 34205



PLEASE NOTE: A dually signed contract between BWC and Renter and security deposit secures your date.

BWC use only:	Date:
\$400 Security Deposit	
Cash/Check #	
Final Payment Due \$	
Final Payment Received	
Insurance Documents Received	
Damage/repairs	
Security Deposit Returned \$	

DATE OF EVENT: _____

NAME OF RENTER(S): _____

DRIVER’S LICENSE #: _____

NAME/ADDRESS to return Security Deposit: _____

1st PHONE: _____ 2ND PHONE: _____

EMAIL: _____

OF GUESTS: _____ (Fire Law prohibits more than 200)

EVENT: RECEPTION PROM/YOUTH EVENT PARTY/SHOWER MEETING/SEMINAR

OTHER _____

NAME OF CATERER: _____

INSURANCE PROVIDER/POLICY#: _____

BEGINNING TIME OF EVENT: _____ ENDING 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 rental fee plus 3 % state tax is due no later than 90 days prior to the date of event. If you are initiating rental within 90 days of your event, the rental fee plus tax is due in full at time of agreement signing.

BRADENTON WOMAN’S CLUB, INC (the lessor hereinafter called BWC) and _____ (hereinafter called the RENTER) each in consideration of the Agreements to be performed by the other, agree:

1. **LEASED PREMISES:** BWC hereby leases to the RENTER real property situated at 1705 Manatee Avenue W, Bradenton, FL 34205 (“Leased Premises”) for the term beginning at the time and date indicated above. Leased Premises applies only to the ground floor of the building. Access to the second floor prohibited. Use of stage area requires special written consent from BWC representative.
2. **SECURITY DEPOSIT:** RENTER shall pay BWC a Security Deposit of \$400 at signing of this contract. The Security Deposit shall be refunded, by mail, approximately 10 business days after rental, provided no violations of rules and restrictions contained in this Rental Agreement have occurred and no damage has been done to BWC property. The Security Deposit in NON-REFUNDABLE if event is cancelled within 45 days of date of the event.
3. **RENT:** RENTER will pay BWC 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 \$ _____ for _____ total hours (to include set-up, event and clean up time).
4. **CANCELLATIONS:** Cancellations of this Rental Agreement must be in writing and delivered/mailed to BWC at 1705 Manatee Ave W, Bradenton, FL 34205.
5. **RESERVATION OF PREMISES:** RENTER agrees that BWC is not obligated to lease the premises to RENTER until agreement has been executed by the representatives of the RENTER and BWC, and the rental deposit is received.
6. **PROPERTY FURNISHED OR INCLUDED IN RENTAL:** BWC will furnish utilities, trash bags and restroom toiletries. The facility will be clean and ready for use of the RENTER on the date and time set forth in this contract. Kitchen equipment available for use: refrigerator, microwave, stove, double ovens. BWC owned tables & chairs (for indoor use only) are provided. A BWC 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, if necessary. RENTER agrees to pay a service fee of \$50 plus bank charges to BWC on returned checks and any additional fees charged by the check recovery organization. Such payments must be made in cash, 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. RENTER shall obtain event insurance and present proof of insurance, indicating BWC as “additional insured”, no later than 30 days prior to the event to the BWC Rental Coordinator. **INITIALS**
 - b. 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 \$200 per hour

- plus sales tax. MUSIC MUST BE DISCONTINUED BY 10PM. The city of Bradenton strictly enforces the noise ordinance. The RENTER and all guests must vacate the premises by 12AM (midnight).
- c. RENTER is fully responsible for the character, acts and conduct of his/her attending guests, including children, both inside and outside the building.
 - d. 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 at the rear of the building 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 7 days of the expiration of the lease term shall be disposed of by BWC.
 - e. Respecting the historical value of the Leased Premises, RENTER may NOT mar, damage, or deface the building, patio or grounds in any manner by using nails, drills, hooks, tacks, staples, double-sided tape, or any other form of adhesive on the walls, floors, doors, fixtures or ceiling. Candles are NOT permitted- no open flame is allowed. RENTER is responsible for adhering to these rules and for taking all safety precautions. Only battery or electric operated candles are permitted.
 - f. **The RENTER shall be held responsible for any damages to the building, structures, furnishings, fixtures, equipment, plants, etc. and will be charged for all costs of restoration, replacement or repair of such items.** Permanent fixtures of BWC (art work, planters, etc) shall NOT be removed from their position by RENTER. Any items deemed missing from the Leased Premises after leased term will be reimbursed by RENTER upon invoice from BWC.
 - g. RENTER agrees that no rice, seeds or confetti will be thrown anywhere in or on the Leased Premises. Furthermore, no substances including, but not limited to dance wax, cornmeal, sand, etc. are to be used on the floors of the Leased Premises.
 - h. **Fireworks are strictly prohibited. INITIALS**
 - i. Signing this agreement does not mean BWC is a sponsor of the RENTER's function. RENTER may not use BWC in any promotion, outside of listed address, without prior written consent.
 - j. RENTER shall not sublet the Leased Premises.
 - k. **Alcoholic beverages may be served, but not sold** in, on or about the Leased Premises. RENTER takes full responsibility of prohibiting the consumption of alcoholic beverages by anyone less than 21 years of age who attends the event. RENTER shall present proof of insurance including liquor liability, identifying BWC as "additional insured" no later than 30 days prior to the event to the BWC Rental Coordinator. **INITIALS**
 - l. **Smoking is not allowed** inside the building by order of State Fire Marshal.

- m. Occupancy of the Leased Premises is limited to 200 persons. RENTER is responsible for adhering to this capacity restriction as mandated by State Fire Marshal. INITIALS [REDACTED]
- n. Rental fees shall NOT be refunded due to unforeseen mechanical failure(s). Reasonable efforts will be made to restore the same.
- o. A \$300 fee will be assessed for any police or fire visits due to improper behavior of RENTER or guests.

9. **LIABILITY FOR INJURY:** BWC shall not be liable for any loss, injury, death, or damage to the 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, 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 matter of things above set forth, and RENTER shall indemnify BWC against all claims, liability, loss or damage whatsoever on account of such loss, injury, death or damage. INITIALS [REDACTED]

10. **NOTICES:** All rents payable and notices given under this lease agreement to RENTER shall be paid and given to Bradenton Woman’s Club, Inc. Mailing address: 1705 Manatee Avenue W, Bradenton, FL 34205.

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: _____

Co-Renter Signature: _____ Date: _____

BWC Representative: _____ Date: _____

NOTES: Special Permissions/Consent