

Dr. Carrie D. Robinson COMMUNITY CENTER



LEASE AGREEMENT

This lease agreement, made this ____ day of _____ 2020 by and between the Housing Authority of the City of Fort Myers (HACFM), managers and operators of the Dr. Carrie D. Robinson Community Center, located at 2990 Edison, Avenue, Ft. Myers, FL 33916, herein after called “Lessor”, and _____, herein after called “Lessee”.

LESSEE INFORMATION			
Event Name:		Event Date(s):	
Lessee:		Lessee Address:	
Lessee Title:		Lessee E-mail:	
Lessee Fax:		Lessee Phone:	

SECTION 1 – Reservation of Spaces

The Lessor has granted and Lessee has accepted the right for Lessee to use and occupy space in the portion of the Dr. Carrie D. Robinson Community Center described as follows for the purpose(s) and day(s), date(s), and hours, as shown below and upon all conditions set forth herein:

LOCATION	PURPOSE	DATE	DAY	HOUR(S)
Main Hall				
Meeting Room				
Kitchen				
Conference Room				
All Facility Rooms				

Lessee shall have the right of ingress and egress through the service entrance and main guest entrances of the grounds but acquires no other right in any other part of the Dr. Carrie D. Robinson Community Center, other than the area(s) specified above. Lessee represents that the premises described above are to be rented and used for the purpose of the event as specified and for no other purpose without the written consent of the Lessor.

SECTION 2 -Pricing and Damage Deposit

Lessee agrees to pay the Dr. Carrie D. Robinson Community Center for the use of the premises noted above, a rental package cost of \$ _____ based on the payment schedule described below.

PAYMENT SCHEDULE	#	DUE DATE	TOTAL
Initial Deposit	1		
Refundable Damage Deposit	2		
Final Payment	3		

The balance, which includes an agreed upon refundable damage deposit, is to be paid fourteen (14) business days prior to the start of the event. A \$150.00 late fee may be charged if final payment is received after the final payment due date listed above. Payments Money Orders only will be accepted. Personal checks are not accepted for payment. All payments must be made payable to: Dr. Carrie D. Robinson Community Center. If Lessee cancels the event notification must be given to the Lessor six (6) weeks prior to the date of the event to receive full refund. If notification is not given six (6) weeks prior no refund will be given.

Lessor may use all or any portion of the damage deposit for repair of the facility, equipment and excess cleaning or trash removal resulting from Lessee's activity. Lessee will pay the costs of repairing any damage that may be done to the premises or any of the fixtures, furniture, or furnishings of them by any act of Lessee or any of Lessee's employees or agents or anyone visiting the premises upon the invitation of Lessee including the guests of the function for which Lessee is renting the premise. Should Lessee perform all of Lessee's obligations herein, said deposit shall be applied to the final invoice and the balance, if any, returned to the 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 Dr. Carrie D. Robinson Community Center, 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 the Dr. Carrie D. Robinson Community Center to enforce compliance with this Agreement, Lessee agrees to pay all court costs and expenses of the Dr. Carrie D. Robinson Community Center, including but not limited to attorney's fees arising from said suit or action.

Lessee shall not extend the occupancy or use of the premises without the express written permission of the Dr. Carrie D. Robinson Community Center Event Manager. Any time extension shall be charged according to the facilities current year rate sheet. Lessee may not assign this Lease or sublet any part of the Dr. Carrie D. Robinson Community Center without the written consent of the Lessor.

SECTION 3 – Management of CRC

Lessor does not relinquish the right to control the management of the Dr. Carrie D. Robinson Community Center, and to enforce all necessary rules for the operations of the premises. Lessor and/or the designated representative(s) shall have the right at any time to enter any portion of the Dr. Carrie D. Robinson Community Center for any purpose. Lessee shall not bring or permit anyone to bring into the facility or keep anything that will increase the fire hazard of the facility. Lessee shall not bring or permit any person to bring into the facility any animals, or any other property of any kind without the consent of the Event Manager and shall not place or put up any decorations without the consent of the Event Manager.

The Lessor reserves the right at any time to require the Lessee to remove from the premises any animals, fixtures, wiring, exhibits, or other things placed there or permitted to be placed there by Lessee without that consent and to terminate this contract without notice or damage.

Lessee agrees to provide the Dr. Carrie D. Robinson Community Center Event Manager all necessary set-up information no less than fourteen (14) days prior to the event. This is including but not limited to: an approved floor plan, decorator, catering and audio/visual schedules and event itinerary (if applicable). Lessor reserves the right to add additional staff at Lessee's expense based on event requirements and security concerns.

SECTION 4 – Serving Alcohol

Alcoholic beverages are limited to wine and/or beer. Alcohol can be only be served with the purchase of HACFM General Liability insurance from HACFM's designated Risk Manager. Alcohol can only be served by an approved licensed and insured vendor that is approved by the HACFM Risk Manager. *Alcohol cannot be sold at the Dr. Carrie D. Robinson Community Center.*

SECTION 5 – Risk Management

Lessee shall assume all risks in connection with the activities to be conducted under this lease and shall be solely responsible for all accidents or injuries of any nature to persons or property caused by its operation at these premises. Lessee agrees to indemnify the Lessor, its authorized agents and representatives, from all liability for damages, including all reasonable attorney's fees and all cost of litigations and judgments of every name and description brought against Lessor for damages' to any person, or personal injuries resulting in the death of any person, or loss or damaged property in connection with the use of the property. Lessor assumes no responsibility for the behavior of persons admitted by Lessee. Lessor assumes no responsibility for any property placed in the premises. Lessee agrees that the terms of this provision shall remain in effect beyond the term of this Agreement.

SECTION 5 – Equipment Use

All Dr. Carrie D. Robinson Community Center property and/or equipment entrusted to the care of Lessee or on the 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 the Dr. Carrie D. Robinson Community Center upon demand.

Lessor reserves the right after expiration of the time for which the premises are rented by this Lease Agreement to remove from the facility all effects remaining there at direct cost, expense and risk of Lessee. Lessor shall not be liable in any way to Lessee on account of removing and storing those effects.

SECTION 6 – Emergencies

If, for any reason, an unforeseen event occurs in any part of the Dr. Carrie D. Robinson Community Center including, but not limited to flood, fire, casualty, labor strike, terrorist threat/act, war or other unforeseen occurrence/act of nature, 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 Lessor.

Lessee agrees that every employee or agent connected with the purpose for which these premises are rented shall comply with the laws of the United States, the State of Florida and all City of Fort Myers rules, regulations and ordinances and will not violate any of these rules, laws and/or ordinances.

Lessee agrees to obtain any permits and licenses required by the facility or any other applicable governmental authority and to pay any tax incidental to the use of the facility under this Lease.

SECTION 7 – Adherence with Carrie D. Robinson Rules and Regulations

The lessee is responsible for all actions or inactions by self, vendors and guests regarding adherence to the Dr. Carrie D. Robinson Community Center rules and regulations included as an attachment to this lease agreement. Lessee acknowledges that he/she has examined the Dr. Carrie D. Robinson Community Center prior to the execution of this Lease Agreement and is satisfied with the physical condition of the property.

Any matter not expressly provided for herein shall be decided within the reasonable discretion of the Dr. Carrie D. Robinson Community Center Event Manager. This lease will not be in force, until signed by both parties and an initial deposit is received. If Lessor denies approval of this lease, the total deposit will be returned to Lessee. The terms and conditions of this Lease shall be binding on the parties and cannot be waived by an oral representative or promise of any agent hereto unless the same is in writing and signed by the authorized agent(s) who executed this Lease Agreement.

LESSOR: Dr. Carrie D. Robinson Community

HACFM Authorized Representative
Dr. Carrie D. Robinson Community Center

Date

Client Name (Print)

LESSEE: _____

Signature of Lessee

Date