

# *Northwest Orange County Improvement Assoc.*

P.O. BOX 786 / 4253 Ponkan Road

Zellwood, Fl. 32798

Phone 407-886-0014

Email: contact@nokia68.com

## **RENTAL AGREEMENT**

### **LICENSE AND TERMS OF USE**

## **Please Print and Fill Out**

Northwest Orange County Improvement Association (N.O.C.I.A.) is pleased to enter into this Agreement with \_\_\_\_\_

("Renter") on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the "Effective Date") for

Renter's use of the Facilities, subject to the following terms and conditions: on

\_\_\_/\_\_\_/\_\_\_, for the use of \_\_\_\_\_.

### **1. Limited, Revocable License**

N.O.C.I.A. grants to Renter, and Renter accepts, a limited, revocable, license to use the Facilities solely on the Event Date(s), and during the Event Hours, subject to the terms and conditions as agreed upon below.

### **2. Fees; Deposits**

Renter shall pay to N.O.C.I.A. \_\_\_\_\_ upon the execution of this Agreement for use of the Facilities, in accordance with the Application Form attached as Exhibit A to this Agreement (the "License Fee"). The License Fee includes a damage deposit of five hundred dollars (\$500.00 USD) (the "Deposit") with (no-Alcohol and \$800.00 is Alcohol will be served).

N.O.C.I.A. shall not reserve renter an Event Date and Event Time until Renter has tendered the full License Fee, and failure to tender the full License Fee at least thirty (30) days prior to an Event Date shall be grounds for the N.O.C.I.A. to revoke this License. Upon such revocation, N.O.C.I.A. shall refund any tendered License Fee to Renter within thirty (30) days of such revocation, provided that N.O.C.I.A. shall be entitled to retain the full amount of the Deposit, and neither party shall have any further rights and/or obligations hereunder.

### **3. Cancellations**

Upon cancellation of a reserved Event Date and/or Event Time, N.O.C.I.A. shall refund any tendered License Fee to Renter within thirty (30) days of such notice of cancellation, provided that N.O.C.I.A. shall have the right to retain the Deposit. Notwithstanding the foregoing, the Renter will be entitled to a refund of exactly one half of the deposit amount if Renter provides notice of cancellation to N.O.C.I.A. at least thirty (10) days prior to the Event Date.

### **4. No Warranty**

The Facilities are provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Renter's intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter's (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall delivery the Facilities to N.O.C.I.A. in as good condition as when received by Renter, ordinary wear and tear excepted.

### **5. Indemnification**

Renter agrees that it shall indemnify, defend and hold harmless the N.O.C.I.A. and its employees, officers, trustees, and Director, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property

or injury to persons (including death) which arise out of Renter's use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide N.O.C.I.A. immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

**6. Right of Entry**

N.O.C.I.A., and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

**7. Revocation**

This Agreement is freely revocable by N.O.C.I.A. and, upon written notice from N.O.C.I.A. to Renter, may be terminated at any time in the N.O.C.I.A.s sole discretion.

**8. Miscellaneous**

A. NO ASSIGNMENT: This Agreement is for the sole benefit of the Renter and N.O.C.I.A., and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

B. ENFORCEMENT. Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by N.O.C.I.A. in enforcing this Agreement in the event N.O.C.I.A. prevails in any such enforcement.

Exhibit A to License and Terms of Use: Event Space Application and Reservation Form

**I. RENTAL REQUEST**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  
Renter name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Requested Event Date(S): \_\_\_\_\_  
Requested Event Date(S): \_\_\_\_\_  
Requested Building use for: \_\_\_\_\_

**II. FEE SCHEDULE**

LICENSE FEE: \$ \_\_\_\_\_  
Deposit: \_\_\_\_\_ \$500.00 \_\_\_ (Non-alcohol) or \$800.00 \_\_\_ (with alcohol)  
Hall: \$500.00 NOON TO MIDNIGHT.  
Additional rental hours prior to Noon are available at a rate of \$50.00 per hour.

**III. TOTAL FEES**

Total License Fee for requested Event Date(s): \_\_\_\_\_  
Please Note; the total License Fee includes a \$500.00 Deposit (NON-REFUNDABLE without alcohol or \$800.00 with Alcohol, except pursuant to License and Terms of Use)

**IV. CONTACT INFORMATION**

All requests for use of the Facilities should be made to the Events Office through Marvin Barrett at 407- 886-0014 or 407-886-4640, and are subject to (a) availability; (b) payment in full of the License Fee pursuant to Section 2 of the License and Terms of Use, and (c) execution of the License and Terms of Use.

Exhibit B to License and Terms of Use: Additional Terms and Conditions

**Use of Facility**

1. The Hall may be used for a variety of functions including, but not limited to, lectures, dinners, receptions, and other social gatherings. 2. The Facility can accommodate up to 200 persons for standing/lecture events and 100 persons for seated/dinner events. Capacity is strictly observed. 3. The Hall is available on Monday, Tuesdays, Wednesday, Thursday, Fridays, and Saturdays from Noon. to midnight. The Hall and grounds are unavailable from May 1<sup>st</sup> to June 15<sup>th</sup>.

## Rules and Regulations

### 1. ALCOHOLIC BEVERAGES:

- a) Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of Florida as long as the Renter abides by the following rules: b) Renter shall take full responsibility for and hold N.O.C.I.A. harmless from ALL liability arising from the serving and consumption of alcoholic beverages;
- c) NO GLASS BOTTLES ARE PERMITTED ON THE GROUNDS AT ANY TIME. (This will forfeits the loss of deposit)

\_\_\_\_\_INT.

### 2. SET UP / CLEAN UP:

The rental groups are responsible for setup and clean up of all tables and chairs and for ensuring that the facilities used are left clean, i.e. table tops wiped clean, floor swept and mopped, and garbage neatly disposed of in the dumpster. All trash on the grounds must be picked up and disposed of properly. When vacating the building and property, A/C or heat, fans and all lights must be turned off, building(s) are to be locked and gate(s) are to be secured and locked. Nothing may be pinned, nailed, stapled or taped to the walls or ceiling. No confetti or rice is to be thrown inside the building or on the grounds.

### 3. SMOKING:

Smoking is prohibited in all buildings.

### 4. KITCHEN:

No food that requires cooking may be prepared in the kitchen. (Only reheating is permitted.) Renters are permitted to use the right side of the refrigerator only. Renters must furnish their own supplies, use of N.O.C.I.A., utensils, paper products, dishes, pots and pans and condiments are prohibited. Kitchen is to be left clean. Counter tops, stove and sink are to be wiped down and disinfected with cleaner.

### All activities must cease at 11:00PM.

The facilities must be cleaned and vacated by midnight. An hourly rate of \$50.00 will be charged to the rental party if the facility is not properly cleaned, this also includes the parking area. Monies will be deducted from the damage deposit.

REFUSAL TO FINISH AT CONTRACTED TIMES WILL MEAN FORFEITURE OF FULL DAMAGE DEPOSIT.

\_\_\_\_\_INT.

By signing below, you agree that you have read, understood and agree to be bound by the terms of this Agreement.

N.O.C.I.A.

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Agent for N.O.C.I.A.)

RENTER

By: \_\_\_\_\_ Date: \_\_\_\_\_