

Winter Garden Masonic Hall Rental Agreement

This Lease Agreement is between the Winter Garden Masonic Hall, hereafter called MH, and:

_____, hereafter called Renter.

The Winter Garden Masonic Hall is located at 230 West Bay St., Winter Garden, FL. The Hall telephone number is 407.467.9327.

The Hall standing capacity is 200 and the seating capacity is 150.

I. RENTAL INFORMATION

II. Function _____

Date of Reservation (MM/DD/YY) _____

Date of Event (MM/DD/YY) _____

Organization _____

Name of Renter _____

Street Address _____

City _____ State _____ Zip _____

Home Phone _____

Work/Mobile Phone _____

Setup Hall: Date of Event Only

Total Time of Rental Agreement is 12 Hours

Setup Time for Event is 4 Hours

Event Time is 6 Hours

2 Hours to vacate/clean Premises immediately after the Event

Air Conditioning is turned on 2 Hours prior to the start of the Event

Setup the day *prior* to the *event* will be allowed provided adequate notice is given.

Setup of Hall: Day of Event Only

****Setup the day prior to the event will be allowed**

Total Time of Rental: 12 hours

provided adequate notice and permission is given

Event Setup Time: 4 hours

Event Time: 6 hours

Clean/Vacate Premises: 2 hours

****Air Conditioner will be turned on 2 hours prior to event setup time ****

Setup Time: _____ to _____ (Ex. 11:00am, 1:00pm)

Time of Event: _____ to _____

Time Caterer Arrival: _____ to _____

Food Prepared by: _____

Approximate # of Guests _____

****THERE IS TO BE NO ALCOHOLIC BEVERAGES ON PROPERTY****

SETUP PLAN MUST BE SUBMITTED NO LATER THAN 1 WEEK BEFORE RENTAL DATE

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II. RENTAL FEE SCHEDULE

Contract Fee Item	Standard Fee	Amount
Rental of Banquet Hall:		
Wedding Receptions	\$300	
Reunions, Showers, Birthday & Christmas parties, etc.	\$300	
Use of Kitchen-Serving for serving only	\$75	
Hall Manager Fee (This is required for Wedding Reception or parties greater than 100. Please add \$100 if you fall in <u>this</u> category.)	\$100	
Hall Cleanup Fee (If you do not plan on cleaning the hall yourself, please add \$150 to your total	\$150	
Damage Deposit (This amount is refundable within 14 days after event provided there is no damage to the hall. If renter chooses to do hall cleanup, then cleanup must be done according to terms on Page 6 of this contract, otherwise additional cleanup fees will be deducted from the damage deposit returned.)	\$200	
Contract Total Please Add All Above items that apply to your event and place that total to the right.		
Rental Deposit: 50% of Contract Total		
Balance Due (not less than 30 Days before Event)		

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III. RENTAL TERMS

A. Banquet Hall

1. Hall Facilities rental includes a total of ten (10) hours-4 hours for Setup, 6 hours for the Event, and 2 hours to vacate the premises after the event, unless pre-arrangements have been made and Ok'd by the Hall Manager.
2. Tables and Chairs are setup according to Renter's layout. MH provides no table coverings.
3. Hall cleanup under normal conditions. If cleanup is done by renters to the hall manager's satisfaction, the hall cleanup fee will be waived.
4. The building may not be leased to a minor. The responsible party must be at least twenty-one (21) years of age.
5. Firearms are prohibited on the premises.
6. Smoking is not permitted in the building.
7. Exits, Corridors, and Hallways must be free of obstruction. Exit Doors cannot be locked.
8. The use of candles will not be allowed.
9. Electrical Extension Cords and Decoration must be UL Approved.
10. B u i l d i n g O c c u p a n c y C o d e i s s t r i c t l y e n f o r c e d .
11. No Band or DJ shall exceed 85 decibels constant as measured by the MH decibel meter.

B. Kitchen/Catering Facilities

1. Use of kitchen for setup and serving only.
2. Drinks-Renter may furnish beverages: Soft Drinks
NO ALCOHOL OF ANY TYPE IS Allowed
3. The kitchen is available for service of Catered or Prepared Foods only. It may not be used for food preparation.

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4. If renter is using a Catering Service that will do the cooking on the premises, the Renter or Caterer must park cooking vehicles by the side of the building next to the kitchen. There will be an additional charge as per Rental Fee Schedule on Page 2.
5. Kitchen rental will include use of the following: Sinks, Water, Refrigerator, and Microwave.

No use of Stove or Oven.

C. Outside Premises

1. If Renter or Caterer wants to bring a BBQ Trailer/Pit onto the property to cook, there will be an additional charge as per Rental Fee Schedule on Page 2.

IV. DEFINITION OF RESPONSIBILITY

- A. Renter assumes full responsibility for any damages incurred to the MH property during the hours of setup time and/or the scheduled event, to include possible forfeiture of using the Facility in the future.
- B. Renter understands that in the event damages do occur and the damages exceed the amount of the damage deposit, Renter will reimburse MH within three (3) days after presentation of an itemized invoice. _____ (Renter's Initials)
- C. The MH representative will open and close the Facility. No keys will be given to any person for any reason.
- D. All Renter's equipment will be moved from the premises upon termination of the event unless special arrangements have been made prior to the event with the Facility Manager.
- E. Renter agrees that rice, confetti or any other foreign object(s) may not be used or thrown within the MH facility. Birdseed and Bubbles may be used outside.
- F. Renter will not hang anything from the ceiling or on the walls in any location within the hall.
- G. Renter will not sprinkle glitter or sparkles on the tables or floors.**
- H. The Possession or consumption of any alcoholic beverages is forbidden.
- I. No fog machines are allowed.
- J. Renter will not discriminate against any person(s) on the grounds based on race, color, national origin, religion or sex.

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K. Rentals will be allowed for family type functions, i.e. Weddings, Showers, Receptions, Reunions, Christmas Parties, Business Meetings, Birthday Parties, etc. MH reserves the right to make the rental determination.

L. No sub-leasing is permitted.

M. No political activities are permitted on the premises or in the Hall Facilities.

V. RENTAL CONDITIONS

- A. Renter understands that a facility deposit in the amount of 50% of the Total Contract Fee is required at the time of the reservation. The balance of the Total Contract Fee will be due thirty (30) days prior to the date of the event. Payment must be made in Cash, Personal Check, Cashier's Check or Money Order.
- B. If the event occurs within thirty (30) days of the contract signing, the Total Contract Fee is due at the time of the contract signing.
- C. Renter will provide the table and seating layout seven (7) days prior to the date of the event.
- D. Renter will remove all trash from the tables and place into the trash cans. Renter will empty trash cans into the dumpster, located south 200 yards by the outbuildings. Renter will replace trash bags.

VI. DEPOSIT REFUND

A. **Contract Fees Deposit**

- a. \$150 of the Paid Contract Fee will be forfeited if cancellation of the Event is made between thirty-one (31) to ninety (90) days prior to the Event.
- b. \$250 will be forfeited if cancellation of the Event is made thirty (30) days or less prior to the event.

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B. Damage/ Security Deposit

c. The full amount of the Damage/ Security Deposit will be refunded under the following conditions:

- A. No damage is sustained to any MH Property.
- B. All decorations are removed.
- C. All major spills are mopped up.
- D. All trash is removed from the Building and placed in dumpster.
- E. Full Compliance with Paragraph V—RENTAL CONDITIONS.

C. Hall Cleanup Fee

d. The full amount of the hall cleanup fee will be refunded under the following conditions:

- A. All tables and chairs are cleaned and arranged.
- B. All carpet is vacuumed.
- C. Kitchen area is wiped clean.
- D. Hall is returned to the original, clean condition.

VII. WAIVER OF LIABILITY

A. Renter understands QH is not responsible for the loss or damage to any equipment or supplies of the renter._____ (Renter's initials)

To the fullest extent permitted by law, RENTER shall hold harmless the MH from and against claims, damages, losses and expenses, including but not limited to, attorney's fees, which arise out of or in any way related to any and all personal injury, death, or property damage in connection with rental by the MH to the rental of the Facility (as defined within this contract), and arising out of any act and/or omission by the MH and/or any and all of the MH representatives, servants, and employees, including, but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of the duty of good faith and fair dealing, fraud, conspiracy to defraud, deceptive trade practice allegations, misrepresentations or contribution, or any other claim, whether for compensatory or punitive damages (or any type of damages whatsoever).

In no event will the MH be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the facility rendered under this Agreement.

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VIII. SEVERABILITY

Any provisions of the Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent that such prohibition or unenforceability of such provisions in any other jurisdiction.

IX. FLORIDA LAW TO APPLY

By use of the MH, Renter agrees that any disputes or claims made against MH will be constructed under, and in accordance with the laws of the State of Illinois, and all obligations including venue of the parties created hereunder are performable in the state court in Orange County, Florida, or the federal courts for the State of Florida.

This Agreement is not binding upon the mH unless the Renter has signed it, deposits have been paid, and the Facility Manager has signed it.

Signature of RENTER (must be 21 years or older)

Date Signed

Signature of Facility Hall Manager

Date Signed

PLEASE MAKE CHECKS PAYABLE AND RETURN SIGNED CONTRACT TO:

WINTER GARDEN MASONIC LODGE

230 WEST BAY STREET

WINTER GARDEN, FL 34787