

**Rental Agreement
Brandon Junior Woman's Club Clubhouse**

This rental agreement is made between Brandon Junior Woman's Club (BJWC) whose **MAILING ADDRESS** is 1004 Cherwood Ln, Brandon, FL 33511 Phone: 813-230-4680 AND the renter:

Name _____

Address _____

Phone _____

Email _____

For the **Clubhouse property located at** 129 N. Moon Ave., Brandon, FL 33510

1. The BJWC Clubhouse rental fee is an hourly fee. All set up, preparation, the function itself and the clean up will be covered in the regular time period rental hours. The renter (You) will be charged for each additional hour over regular time period rental hours.
2. Alcoholic beverages may not be sold at the BJWC Clubhouse.
3. BJWC assumes no responsibility for damage or theft of any equipment, supplies, or personal items brought into the clubhouse by the renter. BJWC assumes no responsibility for anything left in the clubhouse after the function. The renter accepts the premises in its current "as-is" condition, using the premises solely at its own risk, and BJWC is not responsible for any damages or injuries sustained by the renter, its guests, and any other persons on the premises during the event.
4. Decorations MAY NOT be hung from light fixtures, ETC. or secured to the walls, ceilings, or framework. Light bulbs may not be taken out or replaced. The fireplace is not to be used in any way. Only burning of candles is allowed in glass votives.
5. No RICE, BIRD SEED, HAY, CONFETTI, GLITTER OR SIMILAR MATERIAL may be used in decoration or celebrating inside or outside the building.
6. NO SMOKING is permitted in the building or around the building. - County Ordinance
7. Be sure you and your guests know where the exits are located. Do not block any exits with equipment or furniture.
8. Renter is responsible for all trash removal from the premises (no garbage pickup) and setting the room back to its original condition. All chairs and tables must be lifted to be moved – no sliding across the floor.
9. Chairs, fixtures, and equipment furnished by BJWC cannot be removed from the building.
10. Renter agrees to not use the premises for illegal, immoral or hazardous purposes. No weapons, fireworks, illegal drugs, or controlled substances can be brought onto the premises or used during functions. Renter agrees to indemnify BJWC, hold BJWC harmless, and defend BJWC at Renter's sole expense for any and all damages, injuries, claims, losses, liabilities, fines, forfeitures, or penalties resulting from Renter's unlawful, improper, or hazardous use of the premises.

11. If the renter requests a cancellation after the clubhouse has been booked and payment made, the cancellation fee will be:

- \$25 if cancelled at least 30 days prior to the event
- Half (1/2) of the full rental amount if cancelled within 8-29 days of the event
- NO refund of the full rental amount if cancelled within 7 days of the event.

In the event a rental must be cancelled by BJWC due to an Act of God, BJWC will, to the extent possible, reschedule the rental.

12. Both the person or group paying the rental fees and the person who is actually in charge of the event are held responsible for appropriate behavior of the guests and proper use of the clubhouse.

13. Dancing in heels is not permitted.

14. For regular monthly renters only: BJWC and the renter have the option to review this contract and make changes if needed.

15. Parking is allowed behind and in front of the clubhouse. Parking is available across the street at the church. Parking is NOT allowed at the businesses at 131 N. Moon Ave. and may be subjected to towing.

16. DAMAGE DEPOSIT: BJWC has the right to retain the damage deposit and apply those funds towards the renter's obligation to pay all damages which result from the renter's misuse of the clubhouse, including damages which exceed the damage deposit. Some examples of misuse include:

Smoking or sale of alcohol

Evidence of any materials stated in rules 4 and 5.

Leaving trash in the clubhouse or in the outside trash cans.

Excessive hours.

Damage of equipment, furniture, or building itself.

Unusual clean-up required after an event.

Tampering with the air conditioning/heater besides changing thermostat.

If all or part of a damage deposit must be retained after the event, BJWC will be the sole determining agent in assessing the extent of the damage and determining the cost of repair, replacement or clean-up. You will be solely responsible for paying **all** repairs, replacements, and clean-up expenses, including damages exceeding the damage deposit amount, resulting from your misuse or damage of the building and its premises. BJWC will select a repairman as needed.

16. In addition to the rights and remedies of the parties, whether given pursuant to this rental agreement or by operation of law, the prevailing party in any action or proceeding at law or in equity to enforce or interpret the provisions of the Agreement shall be entitled to recover from the losing party all fees, costs, and expenses incurred, including, without limitation, all reasonable attorney's fees incurred in pre-trial, trial, appellate, bankruptcy, and reorganization proceedings.

Damage Deposit \$100 Due _____

Rental Fee \$ _____ Due _____ Event Date _____
(\$40 per hour)

TOTAL DUE \$ _____ Due _____ Event Time _____

Renter Date BJWC Date

Office Use: Rental Received _____ Deposit Received _____ Deposit Returned _____