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Melbourne Fl. 32935
Phone: 321-242-2211
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"The Oasis at Palm Shores" Rental Agreement

Rental Limitations: The rental of our facility will be limited to members or third parties for their personal or interoffice use. Anyone or any entity offering competing products or services (education or sales) to our members will not be permitted to use our facility for that purpose.

Commitment: The intent of the Space Coast Association of REALTORS® is to rent facilities for members, residents, and the community at large. We are committed to providing facilities that will meet and exceed your expectations. We look forward to working with you.

Deposit fee: All licensed events and rentals require an ***immediate deposit of 50% down*** of the total rental rate when securing the date. The deposit will be deducted from the full license amount. Full balance payment of the fees is due ***thirty (30) days*** prior to the scheduled event.

Cancellation Policy: If for any reason you need to cancel your event, we ask that you contact us immediately. All users of the Association facility must sign and agree to these terms of the Rental Agreement at the time of booking. Cancellation with the Association will result in the following based on notification:

- Less than 60 days notice prior to the scheduled event, full deposit will be refunded.
- Less than 30 days notice prior to the scheduled event, 50% of the deposit will be retained by the Association, and remaining fee (if paid in full) will be refunded.
- Less than 7 days prior to the scheduled event, 100% of the deposit will be retained by the Association. The remaining 50% of the rental fee will be refunded.

Damage and Key Deposit: A $350.00 Damage & Clean-up fee is required ***one (1) week*** prior to the license date. This is a separate check submitted with a self-addressed, stamped envelope, and will be held in escrow until a damage and clean-up inspection is conducted after the event. The Association CEO or designee is the final authority in determining damage and clean-up deposit refunds.

Catering: We do not provide food service. You are welcome to contract for these services though outside ***"licensed & insured"*** vendors. We can provide you with a list of these vendors should you need it. The Association is not responsible for the quality or service of any of the food vendors used on our premises. The Association is not responsible for the setup or tear down of your event. The Association has a local contract for hire **at your expense** to set-up and tear down.

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If alcohol is to be served you are REQUIRED to provide proof of Event Insurance in advance of your event. Please be advised that all attendees who may partake of alcoholic beverages will be required to show proper identification to prove that they are of legal drinking age (21 years old). The Client (person signing Rental Agreement) of the facility is responsible for complying with the laws relating to serving of alcoholic beverages. The Client should not serve any guests that appear to be intoxicated. It is the Client's responsibility to inform attendees of these requirements.

Long-Term Rentals: Individuals or organizations wishing to enter into a long-term facility lease agreement. A long-term lease will consist of a term between six (6) months and one (1) year with at least one to two meetings or events per month in the rented facility during the period. Long-term leases may be renewed each year on such terms as may be agreeable to both parties.

Meeting/Banquet Space: Meeting/Banquet space is considered confirmed upon receipt of deposit, the signed proposal, which outlines date, time span, and room rental/setup fee. Any additional time needed must be presented in written form to the Association for approval based on availability. An additional charge may be incurred. In the event that the proposal is signed in the name of a corporation, partnership, association, club or society, the person signing such contract represents that they have full authority and responsibility for payment of the accrued charges, as well as any damage to the Association property. Any decorations must be approved by the Association CEO or designee and cannot be attached to the facility in any fashion. Delivery and storage of materials & equipment must be cleared through the Association CEO or designee. The Association will not be responsible for any damage or loss of items left at the Association office prior to or after a function.

This Agreement is contingent upon the ability of the Association to perform its obligations hereunder and is subject to strikes, labor disputes, electrical blackouts or shortages, damage or destruction of the Association, acts of God, accidents or other causes beyond the Association's control. In no event shall the Association be liable to the Client beyond the amount paid by the Client for the use of rooms and function space reserved.

The Client shall comply with all applicable federal, state and local statues, orders, ordinances, rules and regulations including, but not limited to all rules and regulations regarding public assemblies, and secure any licenses and permits were necessary. This Agreement constitutes the entire agreement between the Client and the Association. This Agreement shall not be amended, waived, or changed, in whole or in part, except by written agreement signed by both parties. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

No Representation or Warranty: Client acknowledges that neither Association nor any agent of Association has made any representation or warranty with respect to the premises or with respect to the suitability of same for the conduct of Client's intended use, nor has Association agreed to undertake any modification, alteration, or improvement to the premises except as provided in this Agreement. Client has had an adequate opportunity to inspect, and the acceptance of possession of the premises by Client shall conclusively establish that the premises were at such time in satisfactory condition.

Use: Client shall not do or permit anything to be done in or about the premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the premises or any of its contents (unless Client shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the premises or any part thereof or any of its contents, nor shall Client bring or use in or about the premises any articles which may be prohibited by a standard form policy of fire insurance.

Client shall not use the premises or permit anything to be done in or about the premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may be hereafter be enacted or promulgated.

Client shall not cause or allow any nuisance on or about the premises, and shall not operate any radio, loudspeaker or other device in a manner which disturbs other occupants.

GLITTER AND/OR CONFETTI IS NOT PERMITTED. NO DECORATIONS ALLOWED ON WALLS OR DOORS.

Event Insurance: The Client shall be responsible for providing public liability event insurance for the Client's intended use of the premises in limits of liability of at least **$2,000,000.00**, naming the Association as additional insured thereon. A written certificate of such insurance with the premium paid in advance must be furnished to Association before the Client's use of the premises. All insurance required hereunder shall be issued by companies licensed to do business in Florida and acceptable to Association.

Risk of Loss: Client shall insure all of Client's property against risk of loss, and Association shall have no liability or responsibility for same under any circumstances.

Indemnity and Hold Harmless: The Client agrees to indemnify and hold the Association harmless for any claim loss, personal injury, or damage to the premises, including but not limited to attorney's fees, by any person and for any reason, caused during the term of this Agreement. Client further agrees to indemnify and hold the Association harmless from any claim by, and any injury or loss to third parties arising out of or relating to use of the premises by Client or by any party allowed or invited onto the premises by Client.

Default: If the Client defaults in any of the terms and conditions of this Agreement, the Association may terminate this Agreement at Association's option, and hold Client responsible for all damages recoverable, in addition to any other remedies available at law or in equity.

Attorney's Fees: In all legal proceedings commenced by the parties hereunder, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees at the trial and appellate level.

Rental Agreement Fee Structure

NON-MEMBER PRICING			
DAILY RENTAL RATES			
WEDDINGS & EVENTS	Full Room	1/2 Room	1/4 Room
Ballroom (Full Day)	$ 4,000.00	$ 2,000.00	$ 1,000.00
Dance Floor	$ 300.00	$ 200.00	N/A
Early Set-Up (After 5:00 p.m. day prior to event)	$ 500.00	$ 350.00	$ 200.00
Mandatory Cleaning Deposit by Check	$ 350.00		
HOURLY RENTAL RATES			
BUSINESS MEETINGS	Full Room	1/2 Room	1/4 Room
Monday - Thursday	$ 150.00	$ 75.00	$ 60.00
Friday - Saturday	$ 200.00	$ 100.00	$ 75.00
Sunday	$ 120.00	$ 60.00	$ 45.00
Mandatory Cleaning Deposit by Check	$ 350.00		

MEMBER ONLY PRICING			
DAILY RENTAL RATES			
WEDDINGS & EVENTS	Full Room	1/2 Room	1/4 Room
Ballroom (Full Day)	$ 3,000.00	$ 1,500.00	$ 750.00
Dance Floor	$ 300.00	$ 200.00	N/A
Early Set-Up (After 5:00 p.m. day prior to event)	$ 100.00	$ 100.00	$ 100.00
Mandatory Cleaning Deposit by Check	$ 350.00	$	
HOURLY RENTAL RATES			
BUSINESS MEETINGS	Full Room	1/2 Room	1/4 Room
Monday - Thursday	$ 100.00	$ 50.00	$ 30.00
Friday - Saturday	$ 150.00	$ 75.00	$ 50.00
Sunday	$ 100.00	$ 50.00	$ 30.00
Mandatory Cleaning Deposit by Check	$ 350.00	$	

MISCELLANEOUS ITEMS AVAILABLE for all Rentals	
Outside Signage Advertising (Day of Event)	$ 50.00
Dance Floor Rental	$ 300.00
Screen Usage with Plug & Play Equipment	FREE
Wireless Internet Access	FREE
Tables and Chairs	FREE
Non “Plug & Play” AV Support – IM Solutions	$150.00 / Hour

Rental Agreement Signature Page

Purpose of Rental: _____

Rental Date: _____ **Rental Rate:** _____ **Tax Exempt:** _____

Additional Items: **Cleaning Deposit – *MANDATORY* – $350.00**

_____ **LED Sign ($ 50.00)** _____ **Dance Floor ($ 300.00)**

Set-Up: Rate Varies) _____ **AV Support ($ 125.00 / Hour)** _____

Early Set-Up (Day/Evening Prior to Event): Members Rate: ____ **$100**

Non-Member Rate: _____ **$200** (¼ Room) _____ **$350** (½ Room) _____ **$500** (Full Room)

Rental Amount : _____ **+ Tax:** _____ **Total Amount Due:** _____

Deposit: _____ **Balance:** _____ **Balance Due Date:** _____

By signing below, I acknowledge that I have read and agree to all terms set forth in the Rental Agreement.

_____ Date: _____
Client Signature

_____ Date: _____
Signature Space Coast Association CEO or Designee

Contact Information:

_____ _____
Printed Name of Client Name of Organization/Association

_____ _____
Street Address City/State/Zip

_____ _____
Primary Phone Number Secondary Phone Number/Cell Phone

_____
Email Address