

Bonita Springs-Estero Association of REALTORS®  
25300 Bernwood Dr. Ste 1, Bonita Springs, FL 34135  
Ph. (239) 992-6771 F. (239) 947-9573



**Education Center Lease Contract**

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

Between Bonita Springs-Estero Association of Realtors (B.E.A.R.), and (LESSEE):

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

RESPONSIBLE INDIVIDUAL: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PURPOSE OF RENTAL: \_\_\_\_\_

SINGLE RENTAL or NUMBER OF RENTALS REQUESTED: \_\_\_\_\_

DATE(S) OF RENTAL: \_\_\_\_\_

HOURS: \_\_\_\_\_ EVENT HOURS: \_\_\_\_\_

REQUESTED SETUP/REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Summary of Charges:

1. For a multi-meeting function, the charges will be established, per event, prior to the event for the Lessee and, upon signing by both parties, be made a part of this agreement.
2. If there are changes made and agreed to in writing to the amount to be charged the Lessee *after* the execution of this Agreement, the new amounts supersedes those below.

Hourly Room Rate: \$ \_\_\_\_\_ x Number of Hours: \_\_\_\_\_ = Rental Charge: \$ \_\_\_\_\_

Janitorial Fee: \$ \_\_\_\_\_ x Number of Days: \_\_\_\_\_ = Rental Charge: \$ \_\_\_\_\_

Coffee: \$ \_\_\_\_\_ x Number of Days: \_\_\_\_\_ = Rental Charge: \$ \_\_\_\_\_

Audio/Visual Rate: \$ \_\_\_\_\_ x Number of Days: \_\_\_\_\_ = Rental Charge: \$ \_\_\_\_\_

Internet Service: \$ \_\_\_\_\_ x Number of Days: \_\_\_\_\_ = Rental Charge: \$ \_\_\_\_\_

Subtotal: \$ \_\_\_\_\_

Sales Tax: \$ \_\_\_\_\_

Plus Security Deposit: \$ \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

The parties to this Rental Agreement hereby agree to the following terms and conditions applicable to the rental of the B.E.A.R. Education Center located at 25300 Bernwood Drive, Suite 1, Bonita Springs, FL 34135:

#### **I. Facility Use**

- a. All rental agreements shall be contracted between the Bonita Springs-Estero Association of REALTORS®, Inc. (B.E.A.R.) and the organization or individual directly sponsoring the event to be held in the facility.
- b. Lessee acknowledges that Lessee is obtaining permission to lease the facilities specified on a limited basis, for a limited duration and in no way is obtaining any interest in the property therein.
- c. Lessee shall notify B.E.A.R. at least 60 days prior to the event or upon the execution of this Lease, whichever is less, of the nature of Lessee's use of the facilities. B.E.A.R. reserves the right to approve all of the events scheduled for its facilities
- d. B.E.A.R. Retains the right to hold other functions in other parts of the facility at the same time as the space herein is rented to Lessee
- e. Lessee understands and accepts that Lessee has no rights and shall not enter or allow it's Members or attendees to use areas of the facility not specifically contracted for herein, including but not limited to, administrative offices, other meeting rooms, etc. Lessee also understands and accepts that B.E.A.R. shall have the right to enter any portion of the facility.
- f. Solicitations of donations are prohibited in or around B.E.A.R. facilities without express written consent from B.E.A.R.
- g. Lessee understands and accepts that any and all food and/or beverages must be provided and Served by a licensed caterer who agrees to comply with the B.E.A.R. rental policies and all applicable Subcontractor Policy herein, including pre-qualification of same by B.E.A.R. Lessee understand that if Lessee hires a pre-qualified caterer for the event, Lessee is responsible to ensure that the caterer removes all equipment and related items immediately following their event. B.E.A.R. reserves the right to remove any and all equipment not removed by the Lessee at the conclusion of the event. Lessee shall be solely responsible for any and all costs incurred by B.E.A.R. for the removal or storage of same and B.E.A.R. shall incur no liability for any damage to said equipment.
- h. Lessee agrees to conduct their event in an orderly and professional manner in full compliance with applicable laws and regulations. Lessee assumes full responsibility for the conduct of all persons in attendance at the event and for any damage resulting from the event.

#### **II. Subcontractors**

Lessee agrees to have any subcontracted companies abide by all facility rules and regulations. Lessee shall be liable to B.E.A.R. for any damage or injury caused by subcontracted companies or their agents or employees.

#### **III. Rental Period**

During B.E.A.R. business hours, 8:30am-5:00pm, the rental period shall be no less than one (1) hour, nor more than two (2) continuous months. During non-business hours, the rental period shall be no less than one (1) hour, nor more than six (6) continuous months. Longer periods of rental and renewal of rental may be granted at the discretion of B.E.A.R. However, the Education Center will not be committed for rental by B.E.A.R. more than one year in advance. Daily rental period is 7:00am-12:00 Midnight. Lessee acknowledges that it has been advised that under no circumstances will the premises be used past 12:00 Midnight.

#### **IV. Costs/Payment Schedule**

Lessee shall pay rent to B.E.A.R. with applicable sales tax as defined in above rate table.

- a. All B.E.A.R. Members and affiliated organizations shall qualify for and be subject to "Member Rates" unless the event is co-sponsored by MLS of Bonita Springs-Estero or B.E.A.R.
- b. Member Rates apply only to events for which a member is the responsible party. Member rates do not apply to where the B.E.A.R. member is not the sole owner of the company, entity or group hosting the event.
- c. The full rental payment shall be paid at the time of reservation in order to lock in the reservation. In addition Lessee's Security Deposit of \$50.00, is required for any rental and guarantees at the time of reservation.
- d. All rentals shall be subject to the janitorial fee of a minimum of \$25.00 for room setup and clean up, which shall also be paid at the time of reservation.

- e. Multi-meeting functions are defined as functions that have more than one meeting over the course of more than one day. For the purpose of this Agreement, deposits and room guarantees will be for the function as a whole. All other fees will be charged on a per meeting, per day basis. Fees will be the same from the beginning of Agreement to end of Agreement.
- f. All security deposits and all costs and charges pursuant to the Summary of Charges itemized on page one (1) shall be due and payable upon the execution of the Lease.

#### **V. Taxes**

A 6% Florida sales tax is applicable to all rentals and services provided by B.E.A.R. and is payable by Lessee as part of the total cost of the event. If Lessee has a tax number that exempts Lessee from sales tax, Lessee will furnish B.E.A.R. with appropriate certification prior to the signing of this agreement or pay the applicable sales tax.

#### **VI. Damage Policies**

- a. Lessee agrees to submit the security deposit, with this signed agreement, in the amount of \$50.00.
- b. Lessee hereby accepts the premises in the condition they are in on the date the Lessee first used the premises under this agreement, and agrees to maintain said premises in same condition or be responsible for the cost of cleaning and repairs required. Security deposits will be refunded to Lessee unless, after inspection of the premises by B.E.A.R., cleaning or repair is needed due to misuse by Lessee. If B.E.A.R. determines repair or cleaning of facility and/or equipment is required, the cost will be deducted from the above Lessee deposit submitted. If damages exceed the deposit amount, Lessee hereby agrees to pay the additional amount required.
- c. To prevent damage to facility, Lessee agrees not to attach items to any stationary wall, floor, window, door, or ceiling with any substance, device or in any manner, unless B.E.A.R. first provides written permission and instructions.
- d. Lessee understands and accepts that **SMOKING IS PROHIBITED** in all areas of the facility at all times. If smoking occurs during an event, Lessee acknowledges that the damage deposit will not be returned. Lessee may be liable to B.E.A.R. for additional damage to the facilities.

#### **VII. Security**

- a. Security personnel are required for all functions after regular office hours. B.E.A.R. will contract with an outside security agency for the event. The number of required security personnel will, in B.E.A.R.'s sole discretion, be reasonably based on the number of attendees at each function. The Lessee hereby understands and accepts responsibility for the cost of such security, and further authorizes B.E.A.R. to add said costs to the rental rates described above. The presence of security does not nullify Lessee's responsibility for the conduct of all persons in attendance at the event and for any damage resulting from the event. Exceptions to this policy must be obtained in writing from B.E.A.R. 30 days prior to the event.
- b. B.E.A.R. does not assume responsibility for any damage or loss of any type for any merchandise, property or article brought into the B.E.A.R. facility by Lessee or any attendees and B.E.A.R. shall not be responsible for any item left unattended or for any of the actions or negligence of the security personnel.

#### **VIII. Cancellation**

- a. Either party to this agreement may cancel with no penalty, not less than thirty (30) days prior to the event, **provided the cancellation request is in writing.**
- b. A multi-meeting function may be terminated at any time if, at the reasonable discretion of B.E.A.R, the facility is being misused. In the event of said termination, all deposits and payments previously tendered to B.E.A.R. shall be retained by B.E.A.R. as reimbursement and payment for all damages.
- c. B.E.A.R. shall retain the right to cause the interruption or termination of Lessee event when, in the sole judgment of B.E.A.R., such an act is deemed necessary in the interest of public safety or welfare. In the even that B.E.A.R. determines that it becomes necessary to evacuate the premises for reasons of public safety or welfare, then Lessee shall be provided the use of the premises for sufficient time to complete the Lessee's event without additional rental fees. The rescheduling of the time period for the continuation shall be solely at the discretion of B.E.A.R. and shall be provided, if such time does not interfere with other scheduled commitments. If, at the sole discretion of B.E.A.R., it is not possible to complete the event,

rental fees shall be forfeited, prorated, or adjusted at the discretion of B.E.A.R., and Lessee waives any claim for damages or other compensation from B.E.A.R.

**IX. Post Event**

- a. Lessee shall be responsible when exiting and closing the building for the night, for turning off all interior light, electrical appliances/equipment, setting the air conditioning at 78°, locking all windows, locking all doors, and arming the security system.
- b. Lessee will be responsible for a \$75.00 Security System false alarm fee (if determined to be user error), plus a \$20.00 Administration fee payable to B.E.A.R. for any false alarms caused by the Lessee.

**X. Indemnification**

Lessee and employees, licenses, participants, and guests of Lessee shall exercise the privileges hereunder at their own risk, irrespective of negligence of B.E.A.R., or its agents or employees. Lessee shall indemnify and hold harmless B.E.A.R. from and against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands whatsoever, including reasonable attorney's fees resulting from, arising out of, or in any way connected with the occupation or use of the premises by Lessee and employees, licensees, participants, or guests of Lessee, or the failure on the of the Lessee to perform fully all and singular licensee's promises herein. B.E.A.R. shall not be liable to Lessee if, for any reason whatsoever, Lessee's occupation or use of the premises hereunder shall be hindered or disturbed.

**XI. No Warranties**

Lessee agrees that B.E.A.R. does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms and conditions of this Agreement.

**XII. Florida Law And Jurisdiction To Control Disputes**

This Agreement shall be construed, governed, and interpreted pursuant to the laws of the State of Florida. Any claim or dispute arising out of or relating to this agreement, or the breach thereof, shall be determined by litigation in the appropriate court of the State of Florida, located in Lee County, and Lessee hereby submits to the jurisdiction and venue of said court.

In the event that B.E.A.R. uses an attorney, collection agency, or other lawful method to collect any amounts due B.E.A.R. under this Agreement, Lessee agrees to pay any and all expenses of collection, including reasonable attorney's fees and costs, both at the trial and on appeal.

**XIII. Facility Rules And Regulations**

Lessee Agrees to abide by the special facility rules and regulations governing the use of the B.E.A.R. facility. It is the Lessee's responsibility to inform their employees and event participants of these rules and regulations.

1. This is a **non-smoking facility**. Any smoking will result in forfeiture of Lessee's Security Deposit.
2. Alcohol is prohibited. Any alcohol consumed on premises will result in forfeiture of Lessee's Security Deposit.
3. Set up requirements must be submitted to B.E.A.R. coordinator at least two weeks prior to event.
4. Illegal activities and substances are prohibited.
5. Lessee will fully comply with state and local noise regulations, and other applicable ordinances.
6. The following items are not permitted when decorating the walls, floor, ceiling, doors, or windows: bolts, screws, nails, staples, scotch tape, electrical tape, duct tape, tacks, pins, any type of adhesive or fastener or glue.
7. Open flame items such as candles are not permitted.
8. All exits must be clear of any obstructions, including catering supplies to conform to fire and safety regulations. Packages, equipment, or materials for meeting may be delivered to B.E.A.R. no more than two days before the event and must include the following information: B.E.A.R. Rental Coordinator, Event Name, Lessee's Name, and date of the event. These items must be removed from the facility within 24 hours of completion of the event.
9. The B.E.A.R. phone number may not be used on any promotional or advertising material for Lessee's event. Lessee shall not state or infer in its program, product, advertising or service is in any way supported or endorsed by B.E.A.R. or by MLS of Bonita Springs-Estero, Inc. If Lessee's product or service is intended for, or is being marketed to members of B.E.A.R. or to Members of

MLS of Bonita Springs-Estero, Inc., Lessee shall advise attendees that its program, product or service is not endorsed or recommended by B.E.A.R. or MLS of Bonita Springs-Estero, Inc.

10. The number of event attendee shall not exceed the maximum occupancy set for the room by state and/or local fire ordinances and codes.

**THE UNDERSIGNED "LESSEE" HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND ASSUMES TOTAL RESPONSIBILITY FOR THE EVENT WHICH WILL BE HELD IN THE RENTED FACILITY. THE APPLICANT IS AUTHORIZED TO ENTER INTO THIS CONTRACT.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**THIS APPLICATION APPROVED BY B.E.A.R.**

**By:** \_\_\_\_\_

Christine Bauder, Association Executive

**Date:** \_\_\_\_\_

**Payment:**

**(Circle One):**            VISA            MASTERCARD            AMEX            DISCOVER

**Credit Card #:** \_\_\_\_\_ **Exp:** \_\_\_\_\_

**Name on Card:** \_\_\_\_\_  
(print)

**Amount of Charges:** \_\_\_\_\_ **CID:** \_\_\_\_\_

**Signature:** \_\_\_\_\_