

VENICE GARDENS CIVIC ASSOCIATION, INC. (VGCA)

406 SHAMROCK BLVD, VENICE, FL. 34293

(941) 493-5743

Hall License Agreement

This Agreement is between Venice Gardens Civic Association, Inc., located at the above address (called "VGCA") and the person or organization below (called "Licensee") concerning the temporary use of part of VGCA's property at 406 Shamrock Blvd. This Agreement states the nature of the License and the terms and conditions upon which it is extended to the Licensee.

THE LICENSE: the License extended by VGCA to the Licensee is the right to use a designated portion of the VGCA property, at the time, for the purpose and in accordance with the terms and conditions stated in this Agreement. The designated portions of the VGCA property being Licensed are the hall, kitchen, indoor men's and ladies' rooms, tables and chairs. For convenience in this Agreement, these designated portions of the VGCA property are referred to as "the Hall."

THE LICENSEE: The Licensee is the named person or organization to which the License is extended, and which is responsible and accountable to VGCA for the performance of each Licensee's obligation stated in this Agreement. Any Responsible Person named in this Agreement is authorized by Licensee to act as such. He or she shall accept and abide by all VGCA notices and directions, and promptly respond to all VGCA questions and directives related to the performance of this Agreement by both VGCA and Licensee.

AREAS NOT LICENSED: The License shall not include the VGCA pool, its surrounding grounds, the offices, outside bathrooms, the pool house, pavilion and garage. The entrance lobby area is not included in your rental and therefore, nothing shall be moved or tampered with in this area.

HALL DIMENSIONS AND INCLUSIONS: The hall measures 65 ft x 60 ft. The stage measures 10 ft. x 30 ft. We have 37 eight-foot tables, 5 six-foot tables and 188 chairs for your use.

INSURANCE: VGCA represents that the Hall, and the Event are covered by general public liability insurance for up to one million dollars (\$1,000,000).

ACCESS: The VGCA Agent will open the door at the requested Event time and will return at Event end to lock the door.

LATENESS: Any time occupied by the Event beyond that stated in this Agreement shall be billed at the per hour rate or any fraction thereof.

CONTRACTORS: The VGCA and the Licensee agree that, starting on the Event date at the access start time, Licensee may allow one or more named contractors into the Hall to prepare for the Event. Each contractor is subject to the rules and limitations in this Agreement.

SUPPLIES: The supplies, tools, equipment, sound system and other property in the Hall are not included in the License.

SETUP, DECORATING AND CLEANUP: All setup, decorating and cleanup shall be done on the day of the Event and removed by the access end time. The breakdown of tables and chairs for which Licensee is responsible shall be completed within the same time, with tables on carts and place as indicated on Attachment A. Chairs shall be stacked (six high, facing backward) as shown in Attachment A.

PARKING: Event parking, and no other activity, is allowed in the parking lot. Overflow parking if needed, is at the west end of the VGCA property.

KITCHEN: The VGCA kitchen is not Health Department-certified, therefore, food may not be cooked inside or outside the building; you may, however, heat up food in the ovens and microwave. All kitchen cabinets will remain locked and shall not be tampered with. The Licensee will have access to the ovens and microwave but will have to supply their own cooking supplies/utensils. Propane is not allowed on the premises.

DOORS: The right main door to the Hall is to be accessed by people and wheelchairs only. No equipment, furniture, decorations, coolers, food or drink may be brought in through the main door; those should be brought in through the east-facing doors. No door shall be forced or left open. If doors are left open, it causes the air-conditioning unit to work harder to cool the building. We are not responsible for the temperature in the building if the doors are left open for any period of time.

CAPACITY: The maximum capacity of the Hall is 245 people.

SMOKING: is not permitted inside the Hall. Smoking is permitted outside the front of the building away from the carpet.

ALCOHOL: Alcoholic beverages are permitted only within the Hall building provided that Licensee states this intent in this Agreement. No minor may consume alcoholic beverages. Alcohol shall not be consumed outside of the building.

PROHIBITED: No firearms of any kind may be brought onto, or possessed within the VGCA property which includes the Hall. Fireworks, candy-filled pinatas, silly string and helium balloon releases are prohibited inside and outside of the building. Due to the difficulty of cleanup, confetti, glitter, rice, hay, pedals and bird seed are

also prohibited in or outside of the building. Violating any of these prohibitions will result in forfeiture of your security deposit and a \$50 per hour additional cleaning fee.

NOISE/MUSIC: The Licensee shall control the noise level in the Hall so that the sound at the main door does not affect the neighbors residing on Shamrock Blvd. Therefore, music must not exceed the County Ordinance Sec. 20-5 of 65 decibels (dBA) and must end at 11:00 PM.

SAFETY MONITORING: Licensee will cause the continuous supervision of all minor children and the behavior of all guests at the Hall during the Event for their safety. Licensee will immediately report to VGCA any personal injury or property damage occurring at or near the Hall.

LAWS: The Licensee shall abide by all Florida and Federal laws.

SECURITY: VGCA has four cameras located inside the hall that may be viewed by our security staff as needed. VGCA has the right to post a security person at the Hall, at Licensee's cost, for any Event attended by minors or at which alcohol is available. Licensee's Responsible Person(s) shall give him or her their phone number(s) and remain available to him or her. The security person has authority to exercise all VGCA's rights and enforce all Licensee's obligations under this Agreement.

INSPECTION: The Licensee acknowledges having inspected the Hall and reviewed this Agreement and has found them satisfactory.

VIOLATION: Any violation of any term of this Agreement by Licensee, its contractors, agents, guests or invitees shall entitle VGCA, by declaring such violation, to take action ending such violations, contact law enforcement authorities, and/or terminating the Event, retaining the License deposit fees as damages, and seeking such additional remedies as might be equitable.

SECURITY DEPOSIT: VGCA may take from the Security Deposit so much as might be reasonable to compensate it for any monetary or time losses resulting from any violations of this Agreement during the License period. Cancellation of this Agreement by the licensee less than 45 days before the event date will result in forfeiture of the total Security Deposit. The Security Deposit will be returned to Licensee via USPS upon its timely surrendering of the Hall to VGCA by the end of the License period, and the inspection of the Hall by VGCA's agent afterward.

INDEMNITY: The Licensee shall indemnify and hold harmless VGCA and its Board of Directors, members and agents from and against any and all losses, claims, damages, demands, judgments, costs, and expenses, of every nature and kind, arising out of or incidental to losses or in any way resulting from the negligent acts or omissions or the willful or reckless misconduct of the Licensee or their guests while on the

VGCA premises.

SIGNATURES: VGCA and the Responsible Person(s)/Licensee now sign this License Agreement to indicate that each of them has reviewed and understands it, that the information provided by each is all true and factual, and that they will fulfill this Agreement in accordance with its terms.

VGCA Representative

Date: _____

Licensee / Responsible Person

Date: _____