

Palma Sola Botanical Park Foundation, Inc.

Lease Agreement

This Lease agreement is made on this _____ day of _____, _____, between the Palma Sola Botanical Park Foundation, Inc., Lessor, and _____, Lessee, for use of facilities located at 9800 17th Ave. N.W., Bradenton, FL 34209.

Rental of _____ Galleria _____ Baden Building Meeting Room

Date of event: _____ Time of event _____

Hours of rental _____

Purpose of Rental _____ Wedding _____ Reception _____ Birthday _____ Luncheon
_____ Memorial _____ Graduation _____ Other, Specify _____

Number of Guests: _____

Name of responsible party or chairperson _____

Address: _____ City _____ St. _____ zip _____

E-mail address: _____

Telephone: Home _____ Work: _____ Cell: _____

Wedding and/or reception: Name of Bride: _____

Name of Groom: _____

Other event: Name of Honoree: _____

Please initial the following:

- _____ **PSBP assumes no responsibility for wedding sites other than back yard.**
- _____ **No smoking is allowed inside the Galleria or Bride's Room and butts must NOT be disposed of on lawn or in planters.**
- _____ **All U.S., state and local laws will be enforced, including the law that prohibits the serving of alcohol to minors.**
- _____ **No rice (of any kind), confetti or sparklers allowed on the premises.**
- _____ **No silk or freeze dried petals may be strewn.**
- _____ **No balloons in Galleria or on porch while fans are in motion.**
- _____ **Rental furniture, tents, arches, standards, rental plants, ALL decorations and personal articles MUST be removed before midnight.**
- _____ **Pavilion is included in Fri, Sat, and Sun Galleria rentals only.**
- _____ **Decorations may not be attached to walls, woodwork, ceilings, fans or lights. No adhesive material of ANY type may be used on premises.**
- _____ **Caterer or client must supply 2ml. black bags for garbage. A charge of \$.50 per bag will be deducted from security deposit if PSBP is forced to supply.**
- _____ **No plants or planters may be removed or rearranged without permission.**
- _____ **Fire laws limit the number of persons in the Galleria to no more than 80.**
- _____ **PSBP is not responsible for landscape imperfections or changes that may occur between time of reservation and event date.**
- _____ **No vehicles of any type are allowed on back yard. Please use ramp for delivery.**

MUSIC and DJ: After 10:00 P.M., lessee must control noise of all kinds. At any time, if there are complaints from the neighbors to the Park or to the Police, the music must be lowered to an acceptable level. Music cannot exceed 60 decibels at the edge of the property by Manatee County ordinance.

CLIENT CANCELLATION: There will be a \$500.00 charge for cancellations less than 120 days before event date. If the event is cancelled more than one hundred and twenty days prior to the date, a \$200.00 administration fee will be charged. Written and signed notice of cancellation must be sent to: PSBP, PO Box 14214, Bradenton, FL 34280, before a refund will be mailed.

LIMITATION OF LESSOR'S LIABILITY: The Lessor assumes no liability for damage or injury to property or person(s) in the buildings or on the grounds to the Lessee, Lessee's members or guests, or any person(s) admitted to the premises by the Lessee. The Lessee agrees to hold Lessor and its affiliates harmless for any damage to persons and property arising from Lessee's use of the premises and to defend any action against said Lessor and its affiliates arising out of the Lease. If the Lessee fails to defend such claims, to the satisfaction of Lessor, Lessee shall be liable to Lessor for all reasonable attorneys' fees and cost incurred by Lessor in the defense of such claims.

Lessee may be required to provide police security at the discretion of the Lessor.

INSURANCE: Lessee must provide a certificate of liability insurance naming the Palma Sola Botanical Park Foundation as certificate holder, in the amount of \$100,000.00. **Failure to provide this certificate 60 days prior to event will result in cancellation of your event with NO refund.**

RENTAL FEES:

GALLERIA: Fri, Sat, Sun **\$1500.00** (includes Pavilion) _____

Note: \$798.75 is due at signing, remaining 50% due 60 days before event. Client may enter at 9AM and event must end by 11:00 PM and premises vacated by 12 midnight.

Mon-Thurs by the hour **\$100/hour** _____
(**3 hour minimum** for luncheons or small parties of 40 or less guests, **8 hour minimum** for weddings, or large parties.
Rent must be paid in full at time of signing.

BADEN ROOM: Mon-Thurs **\$100.00/6 hours max.** _____

Sales Tax @ 6.5% _____

Total Rental Fee _____

SECURITY DEPOSIT: A \$250 security deposit is required and is **due 60 days before the event.** The security deposit shall be held by the Lessor as security for Lessee's performance of the Lease, and against any damages caused to the property of Lessor by the Lessee, his associates or guests. Lessee shall not destroy, deface, damage, impair or remove any part of the premises belonging to the Lessor. **Note: Additional hours, before or after contracted hours, will be charged against the security/damage deposit.** The deposit will be returned, **by check,** the week after the event, less deductions for any noncompliance with contract, damage, additional hours, or excessive cleanup. **Please notify office of any address change for return of deposit.**

SERVICE CHARGE: This fee is \$250.00. A check, made payable to L & M Enterprises, must be received in the office of PSBP, no less than **60 days** prior to event. This fee covers: an event coordinator to be on the premises from **one hour before the event until the last guest or caterer leaves the premises and cleaning is completed to pre event condition.** If you need set up or tear down assistance, L & M may provide that assistance for an additional fee. You may contact L & M Enterprises at 941-750-6537.

LATE PAYMENT, RETURNED CHECKS Failure to make a final payment 60 days prior to event may result in the cancellation of your event with **no refund.** Checks returned by the bank for any reason are subject to a \$35 charge.

Deposit plus applicable sales tax on amount submitted (6.5%) _____	Date Received _____
	Cash/Check# _____
	Credit Card _____
Final Payment _____ Due _____	Date Received _____
	Cash/Check # _____
	Credit Card: _____
Security Deposit _____ Due _____	Date Received _____
	Cash/Check# _____
	Credit Card _____
L&M Service Fee _____ Due _____ (check payable to L&M Enterprises)	Date Received _____
Proof of Insurance Due _____	Received _____

The Administrative Manager is solely responsible for the execution of this contract. No other person is authorized to grant permission for any changes or alterations in the contract. Any modification of this contract must be in writing and signed by Lessor and Lessee at time of modification.

Lessee's Signature

PSBP Representative's Signature

Date

Date

Palma Sola Botanical Park Foundation Inc.
 9800 17th Ave. N.W.
 Bradenton, FL 34209 Mailing address: PO Box 14214, 34280
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