



# MARATHON GARDEN CLUB

Come grow with us...

P.O. Box 500826  
Marathon, FL 33050  
305-743-4971

## MARATHON GARDEN CLUB RENTAL LEASE AGREEMENT

5270 Overseas Highway, 305-743-4971

### **FEE SCHEDULE**

**Special Events:** Weddings, Wedding Receptions, Anniversaries, etc.

(8 am-11 pm): \$1,000 [Prior day setup/decoration is billed at the hourly rate.]

**Meetings/Seminars:** (Maximum of 8 hours) \$600; (maximum of 4 hours) \$300

**Catered Parties:** (maximum of 4 hours) \$400 (includes use of kitchen)

**Additional Hours:** (any event) \$75; **Use of Gardens:** \$150

[Residents of Monroe County are offered a 10% discount from above fees]

Rental Fees are subject to a 7% Florida State Sales Tax

**Cleaning Fee:** There is a nonrefundable Cleaning Fee of \$300 for all events

**Refundable Security/Damage Deposit:** \$500 is required for all events and will be held until satisfactory inspection of facility by Rental Manager.

### **RENTAL DATA**

Please complete and return Rental Lease Agreement with payment in full. Address to attention of Rental Manager. *Retain a copy of this three-page contract for your records.* There is a \$25 fee for returned checks.

Renter's Name \_\_\_\_\_

Renter's Address \_\_\_\_\_

Mobile Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Event Date \_\_\_\_\_ Type of Event \_\_\_\_\_

Time Scheduled \_\_\_\_\_ Number Attending \_\_\_\_\_

Agreed Rental Fee \_\_\_\_\_ Cleaning Fee \_\_\_\_\_ Damage Deposit \_\_\_\_\_

Tax \_\_\_\_\_ Total Payment Amount \_\_\_\_\_ Paid in full Date \_\_\_\_\_

Rental Manager: Susan Curry Phone No.: 305-289-0015 Email : Stoutsjewell@comcast.net

## INSTRUCTIONS

\*Rental Date will be held for two weeks at which time signed contract & payment in full are due.

\*Cash payment is accepted. Payment by check or money order must be made to Marathon Garden Club. Security/Damage Deposit refund will be made within two weeks of the event.

\*Cancellation: Notification must be received thirty (30) days prior to event or deposit will be forfeited.

\*Setup and decorating may be done two (2) hours before the event .If additional time is needed, arrangement must be made with the Rental Manager.

## **Rental Regulations**

1. Smoking is not permitted in the building. No lighted wax candles are to be used. Helium filled balloons, confetti, rice, birdseed and the like are not to be used on the premises.
2. No signs, posters or other notices may be affixed to any walls or doorways inside or outside the building, including utility poles.
3. No building fixtures, furniture or wall hangings may be removed, altered or added.
4. Renter must secure necessary legal permits to sell alcoholic beverages.
5. When, in the opinion of the Monroe County Sheriff's Department, an officer is required for parking or traffic control, the Renter will bear the expense.
6. In no case shall this lease be assigned or sublet without written consent of Marathon Garden Club.
7. Evening events shall be concluded by 11:00 pm.
8. If any damage to property or contents of the Marathon Garden Club is determined, reparations will be assessed and deducted from Damage Deposit. *If assessed damage exceeds deposit, Renter will be billed for the balance.*
9. The Marathon Garden Club, Inc. assumes no liability for Renter's or guests' loss incurred by fire, theft or injury.
10. Misconduct or drunkenness is not permitted. Such actions will be subject to disciplinary or police action.
11. Premises shall be returned to original condition, including take down of tables and chairs, lights/fans turned off, air conditioning turned off, all doors locked and all trash disposed of in the dumpster. **Failure to do so will result in an asseed fee which will be deducted from the damage deposit.**

## **HOLD HARMLESS AGREEMENT**

### RECITAL:

A. Renter agrees to rent space at 5270 Overseas Highway (U.S. Rte. 1), Marathon, Florida and/or the adjoining grounds, from time to time under a written rental agreement.

B. As a condition for use of the Landlord's premises, Renter agrees to give Landlord this Hold Harmless Agreement

AGREEMENT

Now, therefore, for good and valuable consideration, it is agreed:

Renter will indemnify Landlord and save it harmless from any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damages to the property arising from and out of any assurance in, upon or at the rented premises, occasioned wholly or in part by any act or omissions of Renter, its agents, contractors, employees and invitees. If Landlord shall without fault on its part, be made party to litigation commenced by or against Renter, Renter shall protect and hold harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the Landlord in connection with such litigation.

Effective date of this agreement shall be the date on which the last of the parties shall have signed.

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by and between the Marathon Garden Club Inc., a Florida Corporation not for profit, as Landlord and

\_\_\_\_\_ as Renter

In witness whereof, Landlord and Renter have executed and fixed their respective seals to this agreement on the day and year first above written. Renter acknowledges responsibility for additional fees which may be assessed (as determined by Rental Manager) due to; (a) damage to the property and/or contents of Marathon Garden club, (b) failure to turn off lights and/or air conditioning and (c) failure to return premisis to original condition. Renter agrees to abide by the rules and regulations contained herein.

Renter \_\_\_\_\_ Date \_\_\_\_\_

Marathon Garden Club by \_\_\_\_\_