

2021 ROOM RENTAL APPLICATION and AGREEMENT

PARTIES. The parties to this Application are the following:

Association:	REALTORS® of Punta Gorda-Port Charlotte-North Port-Desoto Inc.
Contact:	Donna Picard, Event Coordinator
Address:	3320 Loveland Boulevard, Port Charlotte, Florida 33980
Phone:	941-629-8261
Email:	frontdesk@pgpcnprealtors.com

Renter/Applicant:	Office:
Address:	City/State/Zip:
Phone:	Alt. Phone:
Email:	

RENTAL INFORMATION. see Room Rental Rate Sheet

Room Rental	The Mary Tombs Education Center (Auditorium)					
Requested:	Maximum Capacity Allowed:100					
	Executive Conference Suite ("Conference Suite")					
	Maximum Capacity Allowed: <u>16</u>					
Full Day Entire Auditorium			□ Full Day Half Auditorium		Full Day Conference Suite	
Half Day Entire Auditorium			Half Day Half Auditorium		Half Day Conference Suite	
Date of Event:		Type of Event:		No. of Guests:		
Set Up Time:		Start	Time:	End Time:		Pickup Time:
Will there be ALCOHOL served at		Yes [proof of liability insurance REQUIRED]				
the event?		□ No				

I agree that the above information is true and correct, and I agree that I have read, understood, and will honor all policies and information provided in the attached **Room Rental Regulations & Condition for Use and Room Rental Rate Sheet,** which is a part of this application. I understand ASSOCIATION is only expected to provide services and equipment identified and agreed to in this contract.

NOTE: submitting this application **does not** guarantee room use; you will be notified by phone or email when your application has been approved. <u>Please email your fully executed Room Rental packet to: frontdesk@pgpcnprealtors.com</u> Thank you!

Room Rental Regulations & Condition for Use

1. You must include the following disclaimer on all written materials distributed or printed in reference to your program: *This program/event is NOT sponsored or endorsed in any way affiliated with the REALTORS® of Punta Gorda-Port Charlotte-North Port-Desoto Inc. (ASSOCIATION).*

2. A certificate of liability insurance for alcohol MUST be provided to guarantee the conditions of this agreement or any liability incurred by it.

3. Equipment problems should be reported immediately to ASSOCIATION staff when detected.

4. The requesting entity is responsible for cleaning the room after use. If tables and chairs have been rearranged, they must be returned to their original positions.

5. Space can only be used for approved purposes.

6. No items brought in for use during the meeting shall be left overnight.

7. Applicant must adhere to all Federal and State Statute, Law, and all local ordinances. No gambling of any type is allowed.

8. The party leasing the room shall assume all responsibility for all actions of their guest and shall allow no unlawful or disruptive activities. The event shall be supervised during the entire period of use.

9. The association office is a smoke and vape free facility; smoking is allowed only in the designated outdoor smoking area.

10. Attendees agree to not use other office work areas, staff computers, staff phones, fax, copier, or the other areas of the building. Use is limited to the room rented, common and public areas such as the restrooms.

11. Nothing shall be attached to the walls, ceiling, or any fixtures.

12. Users shall keep the equipment clean and free from damage from food or drink.

13. Violation of any of the room use regulations may result in the loss of the room use in the future.

Liability. Renter/applicant agrees to protect, indemnify, defend, save and hold harmless the REALTORS® of Punta Gorda-Port Charlotte-North Port-Desoto Inc. and its Officers and Employees from any and all claims, liabilities, damages or right of action directly or indirectly arising out of the use of the facility, included, but not limited to, the following.

Damages. Renter/applicant is responsible for any loss or damage to the Rental Space, adjoining facilities, building common areas, or building exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, or any other property. Renter/applicant agrees to compensate an employee for damage to personal property by any person attending the event, and further assumes responsibility for any personal injuries, including death, caused by participants of the scheduled event. Deposits may be used to offset the costs of such damages. Renter/applicant agrees and acknowledges that Renter/applicant's liability for loss or damages is not limited to the amount of the deposits received by ASSOCIATION.

LIMITATION OF LIABILITY. ASSOCIATION'S LIABILITY TO RENTER/APPLICANT FOR DAMAGES ARISING FROM RENTAL OR USE OF THE ACTIVITY AND MEETING ROOM SPACE FOR ANY REASON AND UNDER ANY THEORY OF LAW. ASSOCIATION will not be liable for any failure to perform or damages caused by an act of God, force majeure (COVID-19), or other unforeseen event reasonably beyond Association's control.

Renter/Applicant's Property. ASSOCIATION is not responsible for items belonging to Renter/Applicant or Renter/Applicant's guests that are lost, stolen, or damaged during the Rental period. Renter/Applicant and Renter/Applicant's guests as Renter/Applicant's permitted invitees **RELEASE ASSOCIATION FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGES** to such property.

Liability for Guests. Renter/Applicant is, and hereby acknowledges that it is, liable for the actions and behavior of Renter/Applicant's guests during the Rental Period, and at any other time such guest is on or around the Rental Space as a result of Renter/Applicant's use of the Rental Space. ASSOCIATION will not be liable for the safety of Renter/Applicant's guests.

RENTER/APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS ASSOCIATION FROM ALL LIABILITY ARISING FROM THE ACTIVITIES OF RENTER/APPLICANT AND RENTER/APPLICANT'S GUESTS DURING THE RENTAL PERIOD.

If all guidelines are not met, the Association has the right to cancel the rental contract and deny any future requests for room rental to the applicant.

IN WITNESS WHEREOF, the PARTIES hereto, intending to be legally bound, have caused this Agreement along with the attached <u>Room Rental Regulations and Condition for Use</u> to be duly executed as of the day and year first hereinabove written.

RENTER/APPLICANT:

Signature:

Date:

Date:

ASSOCIATION:

Signature:

OFFICE USE ONLY □ APPROVED Rental Space Selected Fee(s): □ The Mary Tombs Education Center (Auditorium) □ Executive Conference Suite ACKNOWLEDGE RECEIPT of: Form of Payment: Cash Check Credit Card Credit Card Cashier's Check

Linda Pizarro, CEO

Date:

ASSOCIATION ROOM RENTAL ETIQUETTE

Please...if applicable...

- ____ Put tables and chairs back in order
- ____ Clean coffee pots and filters if used
- ____ Clean up kitchen if used
- ____ Check/tidy up bathrooms
- ____ Take out garbage (back door)
- ____ Turn off AV/computer equipment
- ____ Make sure both doors are locked
- ____ Set alarm
- ____ Return key to ASSOCIATION ASAP

Thank you!

ROOM RENTAL RATE SHEET

The Mary Tombs Education Center (Auditorium)

FULL DAY – Over 4 hours	HALF DAY			
Entire Auditorium - seats up to 120 people	Entire Auditorium - seats up to 120 people			
\$300 + sales tax 6.7% Security deposit \$300	\$150 + sales tax 6.7% Security deposit \$175.00			
Half of Auditorium - seats 45-60 people	Half of Auditorium - seats 45-60 people			
\$125 + sales tax 6.7% Security deposit \$137.50	\$87.50 + sales tax 6.7% Security deposit \$87.50			

Executive Conference Suite Seats 16 people

FULL DAY	HALF DAY		
\$150.00 + sales tax 6.7%	\$75.00 + sales tax 6.7%		
Security deposit \$137.50	Security deposit \$87.50		

- ✦ Security Deposit for Meetings \$100
- ✦ Cleaning Fee \$25
- No charge for REALTOR or Business Partners use of The Mary Tombs Education Center (Auditorium) or the Executive Conference Suite for the purpose of education or sales meetings during regular business hours.
- Included in Rental, at no additional charge: Entry and/or Access Key to facility, Event Room, Tables and Chairs, Kitchen area, pour over coffee brewer, Parking Lot, Microphone, Internet Connection and/or Wifi access, LCD Projector, Easel, and Cleaning equipment [vacuum, broom, mop].

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