

SECTION VI: USE AND OCCUPANCY

The Lessee shall use and occupy the Brooker Community Center for the purpose of

and for no other purpose. Lessor represents that the premises may lawfully be used for such purpose, and may monitor function. NO ALCOHOLIC BEVERAGES ARE ALLOWED ON THE PREMISES. NO SMOKING IS ALLOWED INSIDE THE BUILDING. NO PETS ALLOWED IN THE BUILDING.

SECTION VII: CARE AND REPAIR OF PREMISES

Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances, and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of the federal, state and municipal governments or any of their departments. *The Rental Fees, Requirements, and Rules attached as Exhibit A and respectively are incorporated as though fully set forth herein and the Lessee shall abide by them.*

SECTION VIII: ALTERATIONS, ADDITIONS, OR IMPROVEMENTS

Lessee shall not, without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements in, to, or on and about the Premises, including existing decorations. Furniture can be used, but must be returned to racks. Racks are to stay in outside building.

SECTION IX: INSURANCE

The Lessor **DOES NOT** provide Lessee liability insurance to protect organizations or individuals who act as sponsors of functions held at the Premises. Organizations or individuals who sponsor activities at the Premises will be held liable for any accident or injury that may occur. Lessee agrees to hold Lessor harmless in the event accident or injury may occur. Lessor is NOT responsible for loss or theft of personal property belonging to Lessee.

SECTION X: COMPLIANCE WITH RULES AND REGULATIONS

Lessee shall observe and comply with the rules and regulations hereinafter set forth, which are made part hereof, and with such further reasonable rules and regulations as Lessor may prescribe, or written notice to Lessee for the safety, care and cleanliness of the building and the comfort, quiet and convenience of the neighborhood.

SECTION XI: ELECTRICITY AND APPLIANCES

Lessor shall furnish Lessee electricity for the Premises herein leased. Lessee can use the refrigerator, freezer, microwaves, oven and ice machine. Please make sure oven is turned off.

SECTION XII: WATER

Lessor shall furnish water for the kitchen and lavatory purposes without charge.

SECTION XIII: CLEANING

The Lessee shall leave the leased Premises in broom clean order prior to the termination of the Lease, and the Premises shall be inspected by a representative of the Lessor, before refund of the security deposit hereinafter referred to. (Failure to adhere to any or all of rules listed on Exhibit "A" may result in the loss of deposit.)

SECTION XIV: NO WAIVER OF COVENANTS OR CONDITIONS

The failure of either party to insist on strict performance of any contract or condition hereof, of to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This lease cannot be changed or terminated orally.

SECTION XV: RIGHT TO CURE LESSEE'S BREACH

If Lessee breached any covenant or condition of this Lease, Lessor may on reasonable notice to Lessee (except that no notice be given in case of emergency), cure such breach at the expense of the Lessee. The reasonable amount of all expenses, including attorney's fees, incurred by the Lessor in so doing (whether paid by Lessor or not) shall be deemed additional payable expenses on demand.

SECTION XVI: NO OTHER REPRESENTATIONS

No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

XVII: QUIET ENJOYMENT

Lessor covenants that if, and so long as, Lessee pays the rent, and any additional rent as herein provided and performs the covenants herein, Lessee shall peaceably and quietly, have, hold, and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.

XVIII: WAIVER OF JURY TRIAL

To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the Premises. Venue shall be in Bradford County, Florida, and the prevailing party shall be entitled to reasonable fees and costs.

THIS FOUR (4) PAGE AGREEMENT TOGETHER WITH EXHIBIT "A" ATTACHED HERETO HAS BEEN EXECUTED AT BROOKER, BRADFORD COUNTY, FLORIDA THIS _____ DAY OF _____ 20 23 .

Signature - Lessor

_____, Town Clerk
Printed Name - Brooker Comm. Center

Signature - Lessee (Renter)

Printed Name - Lessee

(Copy of Driver's License Required)

\$50.00 Security Deposit Given to: _____ / / 23
(Printed Name)

(Signature)

EXHIBIT "A"

RULES:

- **NO SMOKING ALLOWED IN THE BUILDING!
 - **ABSOLUTELY NO ALCOHOLIC BEVERAGES ON PREMISES!
 - **NO PETS ALLOWED INSIDE OF BUILDING!
 - *Do not use tape, glue, nails, etc. on the walls, ceiling or doorways. If you plan on decorating the building and would like to do so the day before, you will have to rent the building for both days. Otherwise, you can only enter the building on the day that you rent.
 - *If using building for a dance, no shoes allowed on the floor.
 - *Do not drag chairs or tables across the floor or stand on them. **Table and Chairs are not to be taken or used outside.**
 - **Put tables and chairs back in racks in locked building.
 - Round Tables - 8 per rack Chairs - 84 on double rack & 48 on single rack
 - Racks are not to be removed from storage building.
 - (22 Round Tables and 8 long tables)
 - **Leave all rooms clean and use dust broom on floors. (Brooms/mops located in closet)
 - ****Remove all trash & debris from inside and out, including restrooms. YOU ARE TO HAUL OFF THE TRASH FROM THESE PREMISES.**
 - **Wipe counter tops off in Kitchen.
 - *Turn off all lights except designated ones & lock all doors.
 - *Do not leave any items in the Refrigerator or Freezer.
 - *Fee must be paid in full before key will be issued. Key will not be issued before 12:00noon.
 - *Key must be returned to City Hall before deposit will be refunded.
- **Failure to adhere to any or all of these rules may result in the loss of the deposit.

FEES:

- All Day - Sunday - **\$100.00** (9a.m. - 9p.m.)
- ½ Day on Weekdays - (Monday - Thursday) - **\$75.00** (1p.m. - 9p.m.)
- All Day - Weekend - Friday - **\$100.00** (1p.m. - 12 midnight)
- All Day - Weekend - Saturday - **\$125.00** (9a.m. - 11p.m.)

REQUIREMENTS:

1. Renter must be 21 years of age (picture ID required)
2. **\$50.00** cash security deposit required at time of reservation
3. Renter is responsible for any and all damages to the building during their rental.
4. Rental for a child/teen function must have sufficient adult supervision.
5. Rental fee must be paid at least a month before scheduled reservation if possible.