



701 West Lime Street
Lakeland, Florida 33815-1509

RENTAL AGREEMENT

Contract # 000000

THIS RENTAL AGREEMENT ("Agreement"), entered into this 4/24/2009 between the City of Lakeland doing business as THE LAKELAND CENTER, and, Any Company Name herein after called "User" whose address is:

Any Company Name
123 Any Street
Any City, FL 00000

Initial
Here

The term "Agreement" shall be deemed to include any Addendums, Service Order Confirmations or such other documents that may now or hereafter be attached to this Agreement; provided they have been executed by both THE LAKELAND CENTER and the User.

Witnesseth

The parties hereby agree as follows:

1. **Description**

THE LAKELAND CENTER agrees to rent to User the facility(ies) ("Facilities") described on any Addendum(s) and/or Service Order Confirmation(s) now or hereafter attached hereto, on the terms more particularly set forth therein, **commencing on 00/00/0000 ("Commencement Date"), and ending 00/00/0000** (the "Rental Period"). Said premises are to be used by User for the sole purpose of the event/show entitled **Any Event Name** (the "Event") and for no other purpose whatsoever. The Facilities rented hereunder are provided by THE LAKELAND CENTER to the User "**AS IS**" and "**With All Faults.**" During the Rental term, User shall be fully liable for the condition of and damages to the Facilities and determining that the Facilities are appropriate for User's Event and the persons participating therein.

2. **Payment Terms**

The User agrees to pay THE LAKELAND CENTER rent and/or fees for services and/or equipment to be calculated according to **THE LAKELAND CENTER'S** current Rate Schedule(s).as more particularly set forth in the Attachments.

A. **Terms of Payment**

Total estimated rental is the greater of \$ _____ as a basic space rental fee or _____% of the gross ticket revenue after taxes. This estimation does not include any applicable Federal, State, or City taxes.

User shall deposit the amount(s) specified below, before or on the dates specified, which will be held as advance payment.

<u>Description</u>	<u>Due Date</u>	<u>Amount</u>
Deposit & Returned Agreement	00/00/0000	0.0
Balance Due 30 days before Commencement Date		0.0
Total Payments:		\$0.00

B. **Additional User Expenses**

In addition to the basic space rental fee, User agrees to pay for services defined on any Attachments. A full payment of estimated expenses may be required in advance of the event at the discretion of THE LAKELAND CENTER. Actual expenses will be recorded and charged at the time of financial settlement for the event.

C. **Sums Due and Owing**

All sums due and owing to The Lakeland Center under this Agreement must be paid in advance. Any outstanding balance remaining will be charged to the appropriate authorized credit card on file or the appropriate authorized direct billing account. Amounts invoiced to the User shall bear interest at the rate of 1.5% per month from date due until date of payment.

3. **Default**

Should User default in the performance of any of the terms and conditions of this Agreement, THE LAKELAND CENTER, at its option, may terminate the same. Except as set forth in paragraph 13, any deposit paid to THE LAKELAND CENTER shall be retained by THE LAKELAND CENTER and shall be considered as payment of mutually agreed to liquidated damages, and not as a penalty.

4. **Insurance**

User shall, at its sole cost and expense, procure and maintain through the term of this Agreement, the following insurance:

- A. Comprehensive General Liability - insurance against claims for any bodily injury (including death) or property damage arising out of or resulting from Users rental of the Facilities hereunder. The certificate of insurance shall list the City of Lakeland as an additional insured and must be provided to THE LAKELAND CENTER not less than 30 days prior to the event. Such insurance coverage shall not be limited by the terms of this Agreement and shall afford immediate protection to User and the City of Lakeland to the limit of not less than \$500,000 pursuant to the terms of the policy. Such insurance shall include Blanket Contractual Liability coverage and Independent Contractors Liability, which insures contractual liability under the User's indemnification of the City of Lakeland as set forth in paragraph 5 below.
- B. Workers Compensation - Florida Statutory Coverage and Employer's Liability including appropriate federal Acts in the Statutory Limit of \$100,000.
- C. Products Liability if products are dispensed or sold by the User.
- D. Automobile Liability - User shall maintain with respect to each other such policy or agreement evidencing such insurance and endorsements as may be required by THE LAKELAND CENTER.

5. **Indemnification and Hold-Harmless**

To the fullest extent permitted by law, User shall defend, indemnify and hold harmless the City of Lakeland, its officers, directors, agents, representatives, employees, attorneys and independent contractors from and against (i) any and all claims (including negligence) of any persons (including, without limitation, User's employees, invitees, customers, attendees, suppliers and shippers) arising out of or resulting from User's Event, the use or occupancy of the Facilities by User, the conduct of User's business or any activity, work or thing done, permitted or suffered in or about the Facilities or elsewhere, except where such claim is the proximate result of any reckless or intentional act of the City of Lakeland; (ii) any breach or default in the performance of any obligation on User's part to be performed under the terms of this Agreement; (iii) User's violation of any law, rule, regulation, statute or ordinance, including without limitation, any copyright, trademark, intellectual property, health and safety violations, as well as User's obligations with respect to performing rights organizations' fees and/or licenses; and (iv) any and all costs, attorney's fees, court costs, expenses and liabilities actually incurred by any such person in the defense of any such claim or any action or proceeding brought thereon, including costs of appeal, settlement or defense. If any action or proceeding is brought against the City of Lakeland or any such other person by reason of any such claim, User, upon notice from the City of Lakeland, shall defend the same at User's sole expense using counsel reasonably satisfactory to the City of Lakeland, and the City of Lakeland shall cooperate with User in such defense. User, as a material part of the consideration of the City of Lakeland, hereby assumes all risk of damage to property of User or injury to persons in or about the Facilities arising from any cause indemnifiable by User hereunder and User hereby waives all claims in respect thereof against the City of Lakeland.

6. **Concessions**

THE LAKELAND CENTER specifically reserves the right to provide any and all concessions, including, without limitation, cigars, cigarettes, tobacco, confections, candies, gum, beverages, drinks, all alcohol, food, ice cream, souvenirs, records and programs. The User may not contract with any outside source for furnishing the same. No free samples of food, beverages or any product may be given away, sold, brought onto the Facilities or otherwise be distributed.

7. **Novelties**

In the event the User wishes to sell merchandise, i.e., programs, souvenirs or other income producing articles, such items shall be permitted under this Agreement only upon advance notice to the LAKELAND CENTER Director. The User will be permitted to offer such merchandise for sale at the event(s) herein described upon the following terms and conditions:

- A. Prior to the sale of any merchandise, an inventory will be conducted in the presence of a LAKELAND CENTER representative to determine the quantity and price of the merchandise offered for sale.
- B. THE LAKELAND CENTER shall be responsible for providing sales personnel and THE LAKELAND CENTER shall be entitled to 35% of the total gross sales after the current sales tax rate in effect.
- C. At the conclusion of the performance and after the last sale, a second inventory will be conducted in the presence of a LAKELAND CENTER representative.
- D. THE LAKELAND CENTER reserves the right to prohibit the sale of merchandise which is deemed by THE LAKELAND CENTER to be unsuitable in its sole discretion.

8. **Catering Service**

Catering Service for food and beverages within THE LAKELAND CENTER is provided under exclusive contract by ARAMARK Corp. Any contract between User and ARAMARK for such services shall be attached as an addendum hereto, to be executed by User simultaneous with the execution of this Agreement.

9. **Signs, Posters, Literature**

The User shall not distribute, circulate or permit to circulate any advertising materials or programs on or adjacent to THE LAKELAND CENTER without the prior review and written approval of THE LAKELAND CENTER. At no time shall any advertising materials including, without limitation, posters, flyers, coupons, billboards, programs, or other such materials be posted, or hung on buildings, trees, parking facilities, light poles, sidewalks, benches, or similar appurtenances within the city limits. User shall be strictly liable for any such violation whether it can be proved that User authorized the violation or not. If the User is found to be in violation of this paragraph, User will be responsible for making restitution for all costs of clean up, fines and penalties both financially and otherwise that may be issued by the Lakeland Center and/or City of Lakeland.

10. **Late Fee Charges for Event Plan Information and/or Changes**

- A. In the event the User has not provided the THE LAKELAND CENTER with all pertinent Event information including but not limited to Event times, floor plan, equipment and service requirements a minimum of two weeks prior to the Event commencement date, User will be charged an additional amount equal to the original set-up fee(s).
- B. In the event the User requests THE LAKELAND CENTER to make any changes to the existing floor plan provided by the User within 48 hours of the Event, User will be charged \$50.00 for the first man hour. If the changes require more than 1 man hour, User will be charged \$250 per day plus the cost of any additional equipment required

11. **Agreement Return**

User must return to the THE LAKELAND CENTER two signed copies of the Agreement along with any required deposit(s) no later than thirty (30) days after receipt of the Agreement by User and no later than the Deposit Due Date in Section #2. If the User fails to return two signed copies of the Agreement and any required deposit(s) within the thirty (30) day period, the Agreement shall become null and void. Should the User contract with the THE LAKELAND CENTER within thirty (30) days prior to the commencement date in section #1, two signed copies of the Agreement and any required deposit(s) must be returned to the THE LAKELAND CENTER within 5 business days of receipt. If User fails to return the signed copies of the Agreement and required deposit(s) within the five (5) business days, the Agreement shall become null and void.

If a signed copy of this Agreement is returned by facsimile, the User agrees that the facsimile copy be fully binding upon User, to be fully recognized and relied upon of by a court of law as if it were an original executed document.

12. **Policies & Procedures**

The User hereby acknowledges having read THE LAKELAND CENTER's policies and procedures, which have previously been provided to User and agrees to adhere thereto. User's failure to follow the policies and procedures shall be a default under this Agreement.

13. **Cancellation Notice and Advance Payment Refund Schedule**

Should it become necessary for the User to cancel the event/show, a Written Cancellation Notice must be received and postmarked prior to the event commencement date as stated in section "1. Description" in order to receive a refund of any Advance Payment(s) held by THE LAKELAND CENTER. Any Advance Payment(s) will be refunded in accordance to the following schedule:

- A. Postmark greater than 121 days prior to the commencement date – 100% refunded less expenses incurred by THE LAKELAND CENTER in preparation of the event.
- B. Postmark with in 91 to 120 days prior to the commencement date – 50% refunded less expenses incurred by THE LAKELAND CENTER in preparation of the event.
- C. Postmark with in 1 to 90 days prior to the commencement date – 0% refunded plus expenses due THE LAKELAND CENTER in preparation of the event will be invoiced as "Sums Due and Owing" and in accordance with section "2. Payment Terms".

In addition, if any Advance Payment(s) is insufficient funds to reimburse THE LAKELAND CENTER the expenses incurred in preparation of the event, the amounts shall become "Sums Due and Owing" and will be invoiced in accordance with section "2.C Payment Terms".

14. **Shipping & Receiving**

In the event the User wishes to ship freight containing any material(s) related to the event described herein to or from (inbound or outbound) The Lakeland Center, the User will be subject to shipping charges at the prevailing published rate.

If the shipment arrives without a bill of lading, The Lakeland Center will determine the estimated weight.

Shipping charges will apply to all incoming freight delivered to and/or handled by the Lakeland Center including but not limited to logging in of freight or deliverance to designated area.

Once received, only those items listed as "Pre-paid" will be delivered to the designated area.

Items received with a "balance due" status will not be released until User has reconciled the account or received direct billing status from The Lakeland Center client service representative.

All outbound freight must be pre-paid. In addition, the User must arrange for the pick-up with a carrier, pack and label all boxes, and provide a bill of lading to The Lakeland Center.

User shall be responsible for any extraordinary charges related hereto not otherwise covered by the schedule of charges on a time and materials basis. User agrees to defend, indemnify and hold the Lakeland Center Harmless from all costs and expenses the Lakeland center may accrue by offering this service.

User shall be responsible for charges not paid by additional participants/exhibitors/vendors of the event.

For a schedule of charges and policies, please contact your client service representative.

15. **Miscellaneous**

- A. User may not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of THE LAKELAND CENTER.

- B. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: Fire; Flood; windstorm; explosion; riot; war; sabotage; strikes; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.
- C. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa, Division.
- D. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- E. In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.
- F. Waiver by either party of any terms, condition, provision, or breach of this Agreement shall not be considered a waiver of that term, condition, provision, or breach in the future.
- G. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.
- H. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City of Lakeland and User.
- I. This Agreement, including the fully executed Schedules, Attachments, Appendices and Exhibits now or hereafter attached hereto, constitutes the entire agreement between THE LAKELAND CENTER and the User with respect to the matters set forth herein and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.
- J. User shall be responsible for obtaining all licenses, permits, and authorizations necessary for User's Event, including, without limitation, such licensing agreements from performing rights licensing organizations for any music User anticipates using during its Event.
- K. The City of Lakeland's aggregate liability hereunder shall not exceed the amount of any base rental fee due hereunder. The City of Lakeland shall not be responsible for any indirect, special, or consequential damages, whether arising, by tort contract, or any other theory or liability.

IN WITNESS WHEREOF the parties have affixed their signatures as follows:

_____ DATE _____ User Signature	_____ DATE _____ The Lakeland Center Director's Signature
_____ Printed Name	_____ DATE _____ City Manager/Designee's Signature

VOID SAMPLE