



CITY OF SARASOTA, FLORIDA
SARASOTA MUNICIPAL AUDITORIUM
LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2008 by and between the City of Sarasota, a municipal corporation of the State of Florida, hereinafter referred to as Lessor and _____, hereinafter referred to as Lessee.

WITNESSETH:

DEPOSIT: That the Lessor, in consideration of the covenants of the Lessee, hereinafter set forth, and in consideration of the sum of _____ **and** **/100** dollars (_____) in hand paid by the Lessee as a non-refundable deposit on this Agreement, receipt of which is hereby acknowledged by Lessor, does hereby rent the Sarasota Municipal Auditorium, Sarasota, Florida, except for the administrative offices and electrical rooms contained therein.

PURPOSE OF LEASE: _____

PERIOD OF LEASE: That Lessee will have and hold the demised premises from _____ A.M. on the ____ day of _____, 2007 until _____ P.M. on the ____ day of _____, 2008.

LEASE FEE: That Lessee shall pay to Lessor _____ **and** **/100** Dollars, (_____) inclusive of rental for the Lease Period, all charges for additional equipment and/or services and all federal and state taxes, said rent being due and payable twenty-four (24) hours prior to the commencement of the lease period.

SECURITY DEPOSIT: A **FIVE HUNDRED AND NO/100 dollars (\$500.00)** refundable damage/security deposit is due **two** weeks prior to the event. If necessary, all or a portion of the security deposit will be used to pay for minor damages and/or excessive cleanup to the facility – to be determined by the Municipal Auditorium Manager or her designee.

CONCESSION: (Check Applicable Option)

- Lessor shall have all concession rights during the lease period. No other food or drinks may be sold by the Lessee unless otherwise specified in this agreement.
- Lessee shall have all concession rights during the lease period. In consideration thereof, Lessee shall rent the concession area for **\$100 per day**.
- Lessee shall have all concession rights during the lease period. In consideration thereof, Lessee shall pay **15%** of its gross sales during the Lease Period to Lessor within one day after the end of the Lease Period. Lessee shall, upon request of Lessor, produce at the time of payment of Lessor's portion of concession fees, any and all concession records establishing gross sales during the lease period.

IDLE HOURS: That during the lease period, those hours between 2:00 AM to 8:00 AM shall be idle hours during which the Lessee agrees not to actively use the demised premises for any purpose whatsoever, including set up or move out activities, security guard service functions and personal property storage, excepted.

OVERTIME: In the event Lessee occupies or uses the demised premises prior to the commencement of the lease period, actively uses said premises during idle hours or has not quit and surrendered said premises to Lessor at the end of the lease period, a charge of **Two hundred and NO/100 Dollars, (200.00)** per hour will be made for the first hour or any fraction thereof and every hour thereafter, that Lessee, his agents, employees, patrons, guests or other persons admitted to the said premises by Lessee, occupies, continues to occupy or actively use the said premises. Lessee shall pay all overtime charges to Lessor within one day after the end of the Lease Period.

TERMS AND CONDITIONS OF LEASE AGREEMENT

THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

1. **BUILDING CONDITION:** Upon payment of the rent herein received, to make the demised premises available to the Lessee in a clean condition for the propose leased.
2. **CLIMATE CONTROL:** Lessor shall furnish heating or air conditioning as required by the season during the event period and if provided for in the rental sum during set up and move out periods, accidents and unavoidable delays excepted.
3. **UTILITY SERVICE:** Lessor shall furnish light, water and power for ordinary use only and shall furnish water by means of the appliances now installed for ordinary toilet purposes and for drinking fountains, accidents and unavoidable delays excepted. Ordinary use of water shall mean that amount of water necessary to provide water for drinking, hand washing purposes, and general cleaning purposes. Ordinary use of light and power shall mean overhead illumination plus o more than six electrical outlets and services.
4. **PUBLIC ADDRESS SYSTEM:** Lessor shall furnish the public address system now installed in the Municipal Auditorium, accidents and unavoidable delays excepted.
5. **TABLE AND CHAIR SET UP:** Lessor shall furnish one standard table and chair set up per event according to the floor plan provided by Lessee.
6. **BUILDING ATTENDANTS:** Lessor shall furnish one building attendant. Lessor, at its option, may furnish one additional building attendant at any time during the lease period, for any length of time Lessor, in its sole discretion, deems appropriate, at no additional cost to Lessee.
7. **FAILURE TO COMPLY:** Failure of Lessor to furnish any of the foregoing resulting from circumstances beyond the control of the Lessor, shall not be considered a breach of this Agreement.

THE LESSEE HEREBY COVENANTS WITH LESSOR AS FOLLOWS:

8. **USE OF PREMISES:** Lessee shall use the demised premises only for the purpose stated herein. Lessee shall use the lobby for ingress and egress, for admission/ticket sales, or for concession activities only and not for exhibit booth space or any other purpose. Lessee shall not use storage rooms as exhibit booth space.
9. **CANCELLATION BY LESSEE:** Should Lessee fail to occupy the demised premises during the lease period or should Lessee vacate the premises during the lease period for any reason other than those set forth in paragraph 36 herein, no deposit refund shall be made, and the full rental amount guaranteed as called for by this Agreement shall be payable by Lessee to Lessor as liquidated damages, not as a penalty, and Lessee agrees to also pay any reimbursable expenses incurred by Lessor in connection with the Lessee's failure to occupy or vacation of the leased premises.
10. **PROOF OF INSURANCE:** Lessee shall, at his own expense, obtain and file with Lessor, at least twenty (20) days prior to event, a Public Liability Insurance Policy in which both Lessor and Lessee are named as an insured and Certificate Holder, with minimum policy limits of \$1,000,000 per person/\$2,000,000 per occurrence for injuries, including death, for any one occurrence or a combined single limit (CSL) of \$2,000,000. The term of such coverage(s) shall coincide with the lease term of this Agreement, including the set up, move out and any overtime periods. The policy shall provide that the policy shall not be canceled prior to the termination of this Agreement, or until the Lessor shall have received a ten (10) day written notice of cancellation. Lessee will not do, nor permit to be done anything in or upon any portion of the demised premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Municipal Auditorium building or any part thereof, or in any way increase day rate of insurance upon said building or on property kept there.
11. **LICENSES AND PERMITS:** Lessee shall, at his own expense, obtain any and all licenses or permits required by law or ordinance, including union, copyright, or trade organization clearances. Non-profit Lessees, in accordance with the applicable provisions of state law, may obtain, at its own expense, a temporary license/permit for the sale of beer, wine, liquors or alcoholic beverages of any kind.
12. **SECURITY:** Lessee shall furnish security protection as required by the Lessor. If Lessee fails to do so, Lessor may obtain and furnish same and Lessee shall be responsible to pay Lessor for the cost thereof as a reimbursable expense. However, the decision of Lessor regarding the furnishing of security protection under the provisions of this paragraph shall be in its sole discretion and Lessee hereby waives any right and all claims for damages against the Lessor and its said representatives, jointly or severally, which it may have as a result thereof.
13. **ALTERATIONS TO FACILITY:** Lessee shall take the premises as they are at the time of occupancy by the Lessee. Lessee agrees not to make or allow to be made any alterations of any kind to the premises, except as specifically provided herein. Tables shall remain under the control of Lessor and shall not be moved by Lessee without the express approval of the Municipal Auditorium Manager or his or her designee. Lessee agrees that tables and chairs shall not be used outside the Municipal Auditorium building without the express written permission of the Municipal Auditorium Manager or his or her designee.
14. **DEFACEMENT OF FACILITY:** Lessee agrees that no sign, picture, notice or advertisement shall be inscribed, painted, or affixed by the Lessee upon any inside or outside part of the Municipal Auditorium building, or in the front of any portion of said building except upon the regular marquee provided by Lessor therefore and only for such period of time as determined by the Municipal Auditorium Manager or his or her designee. Lessee agrees not to injure, mar, nor in any manner deface the demised premises or cause or permit anything to be done whereby the demised premises shall be in any manner injured, marred, or defaced and Lessee agrees not to drive or permit to be driven nails, hooks, tacks, screws, staples, fastenings or fixtures of any type or description into any part of the demised premises.
15. **OBSTRUCTION TO EQUIPMENT:** Lessee agrees not to obstruct any air conditioning or heating vents or any light or lighting attachments.
16. **DAMAGE TO PREMISES:** If the demised premises or any portion of the demised premises or its fixtures during the term of this lease shall be damaged by the act, default, or negligence of the Lessee, or of Lessee's agents, employees, patrons, guests, or any person admitted to said premises by the Lessee, Lessee agrees to pay to Lessor, upon demand, such sum as shall be necessary to restore said premises; to assume, and the Lessee does hereby assume, full responsibility for the character, acts and conduct of

all persons admitted to said premises or to any portion of said premises by the consent of the Lessee or by or with the consent of any person acting for or on behalf of the Lessee.

17. **CAPACITY:** Lessee agrees not to admit into the demised premises a larger number of persons than the seating capacity thereof will accommodate, or than can safely or freely move about in said premises. The decision of the Municipal Auditorium Manager or his or her designee in this respect shall be final.
18. **PUBLIC SAFETY:** Lessee agrees to permit no chair or movable seat or other obstruction of any kind to remain in the aisles, passageways and doors of the demised premises, and to keep aisles, passageways and doors clear at all times. Lessee further agrees not to cause or permit any portion of the sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to public utilities of said premises to be obstructed or used for any purpose other than for ingress to and egress from the demised premises.
19. **LAW OBSERVANCE:** Lessee agrees that every person connected with Lessee's use of the demised premises shall abide by, confirm to and comply with all the laws of the United States and the State of Florida, ordinances of the City of Sarasota and the rules and regulations, if any, of the Lessor for the government and management of the Municipal Auditorium, and if the attention of Lessee is called to such violation on the part of Lessee or any personnel employed by or admitted to said premises by the Lessee, Lessee will immediately desist from and correct such violation.
20. **CIVIL RIGHTS:** Lessee agrees not to discriminate against any person because of race, religion or national origin, or any person suffering from a disability as defined in the Americans With Disabilities Act and further agrees likewise not to discriminate for those same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public.
21. **FIRE HAZARDS - COMBUSTIBLES:** Lessee agrees not to bring into or permit to be brought into the demised premises any decorations or table coverings which, in the opinion of the City of Sarasota Department of Public Safety, causes an undue fire hazard, nor shall Lessee cause or permit to be put up or operate any engine or motor or machinery in or on the demised premises or use or permit to be used oils, burning fluids, camphene, kerosene, naphtha, gasoline or any explosive or odorous liquid or gas on said premises, for either mechanical or other purposes, or any agent, other than electricity, for illuminating said premises, without the written consent of the Lessor.
22. **PUBLIC ADDRESS SYSTEM:** Lessee agrees to use the Municipal Auditorium public address system for all public address purposes and not to make any additions or modifications to the system. In the event the Municipal Auditorium Manager or his or her designee determines that the public address system is inadequate for the requirements of an event, the Lessee, may obtain, install, and operate, at the Lessee's own cost and expense, a public address system. Said system shall not be obtained, installed or operated without the express approval of the Municipal Auditorium Manager.
23. **NO SMOKING:** Lessee shall not permit smoking or the use of tobacco products within the demised premises at any time, except when said premises are being used for a private social function and seating arrangements are under the control of the Lessee or his or her designee. In such case, Lessee shall be responsible for providing all ash trays.
24. **FLOOR PLAN:** Lessee shall provide the Municipal Auditorium Manager, at least five (5) days before the first day of the period of this Lease Agreement, a floor plan and all such other information as may be required by Lessor concerning the event covered by this Lease Agreement.
25. **BOTTLED BEVERAGES/COVERED TABLES:** Lessee agrees not to serve or dispense or allow or cause to be served or dispensed any beverage drink in bottles, except when served or dispensed at tables. When food or beverage drinks are served or dispensed at tables, such tables shall be completely covered with an appropriate material to prevent damage or staining, as approved by the Municipal Auditorium Manager or his or her designee.
26. **REMOVAL OF PROPERTY:** Lessee agrees to cause the demised premises to be kept clean and generally cared for during the term of this Lease Agreement and to promptly remove any and all decorations, whether stage decorations, interior decorations, or exterior decorations, before expiration of this lease.
27. **SURRENDER OF PREMISES:** Lessee agrees to quit and surrender up the demised premises to the Lessor at the end of the term of this Lease Agreement in the same condition as at the commencement of this lease, ordinary use and wear thereof only, excepted.
28. **DISCRETIONARY MATTERS:** Lessee agrees that any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the Lessor and its Municipal Auditorium Manager or his or her designee.
29. **INDEMNITY:** Lessee agrees to conduct its activities upon the demised premises so as not to endanger any person lawfully thereon. Lessee agrees to indemnify and save harmless the Lessor, and its commissioners, officers, employees, agents, and servants against any and all claims for loss, injury, damage to persons or property of any kind, including claims of employees, agents of servants of Lessee or any contractor or subcontractor arising from or growing out of the use or misuse of the demised premises or any part thereof by the Lessee, its employees, agents, members, patrons, or guests.
30. **DEFAULT:** Lessee agrees that if any default is made in payment of the rent or any part thereof as herein provided, or if any default is made in any of the covenants or agreements herein contained, this letting and the relation of the Lessor and Lessee, at the option of the Lessor, shall cease and terminate, and the relation of the parties shall be the same in respect as if the term had fully expired and the Lessor may re-enter the demised premises and hold the same as of its former estate therein, remove all persons there from and resort to any legal proceedings to obtain such possession, and the said Lessee shall, notwithstanding such re-entry, pay the full amount of the Lease as herein agreed to be paid. The exercise of this right of re-entry shall not be in lieu of all other rights and remedies of Lessor but shall merely be in addition thereto.
31. **ATTORNEY'S FEES:** In the event Lessor finds it necessary to employ legal counsel to enforce any covenants of this Lease, Lessee agrees to pay a reasonable attorney's fee to Lessor for such enforcement together with any court costs incurred.
32. **ASSIGNMENTS:** Lessee agrees not to assign this Lease Agreement.
33. **SALES TAX:** Lessee agrees to comply with and to require of exhibitors to comply with the Florida Department of Revenue's rules and regulations pertaining to the collection and reporting of all sales tax.
34. **WEAPONS AND FIREARMS:** Lessee shall not permit any person, other than duly sworn law enforcement officers acting in the capacity of security guards, from possessing any weapons or firearms within the demised premises unless such weapons or firearms are being offered for sale by the Lessee or the Lessee's exhibitors and such weapons or firearms are securely encased in a display.

35. **ELECTRICAL USE:** Lessee agrees not to permit an overload to the electrical system of the demised premises. In the event that the Municipal Auditorium Manager or his or her designee determines that an overload to the electrical system has occurred, Lessee shall promptly remedy such overload.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

- 36. **FORCE MAJEURE - EVACUATION OF FACILITY:** Lessor may terminate or suspend its obligations under this Lease Agreement and evacuate the demised premises if such obligations are delayed, prevented or rendered impractical by hurricane, fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities or as a result of any law, ordinance, regulation or the requisition of the premises by any governmental agency, to the extent that such event is beyond the reasonable control of Lessor. In any such event, Lessor shall not be liable to Lessee for any delay or Lessor's failure to perform its obligations hereunder. If it is not possible to complete the presentation of the event, rental shall be forfeited, prorated, or adjusted at the discretion of the Lessor, based upon the equities of the situation, and Lessee waives any claim for damages or compensation from the Lessor.
- 37. **RESPONSIBILITY FOR PROPERTY:** Lessor assumes no responsibility for property placed in the demised premises.
- 38. **CONTROL OF FACILITY:** In leasing the demised premises to the Lessee, it is understood the Lessor does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.
- 39. **LESSOR'S RIGHT OF ENTRY:** Duly authorized representatives of Lessor may enter the demised premises at any time on any occasion without any restrictions whatsoever. All facilities, including the area which is subject of this Lease, shall at all times be under the charge and control of the Lessor.
- 40. **LOST ARTICLES:** Lessor shall have the sole right to collect and have the custody of articles left, lost or checked and not reclaimed, in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles.
- 41. **OBJECTIONABLE PERSONS:** Lessor reserves the right through its duly authorized representative to enter any portion of the demised premises and to eject any objectionable person or persons from said premises and upon the exercise of this authority, the Lessee hereby waives any right and all claims for damages against the Lessor and its said representatives, jointly and severally.
- 42. **ELECTRICAL CONTRACTOR:** Lessee may alter electrical or sound equipment or devices, at its own expense, by a properly licensed electrical contractor. Such alteration shall only be made with the express written approval of the Municipal Auditorium Manager or his or her designee. At the conclusion of the Lease Period, all approved alterations shall be returned to original condition.
- 43. **REMOVAL OF PROPERTY:** Lessor reserves the right to remove from said building all effects remaining in the demised premises after the time specified in this lease, at the expense of the Lessee. Lessee shall be responsible for removing all materials and property of every kind and description brought into said building by Lessee or its agents, servants, employees, patrons, guests or other persons entering said premises with its consent, and if it fails to remove all of same except articles described in paragraph 40, the Lessor may do so and dispose of the same in such manner as it sees fit, by gift, destruction, sale or otherwise, and shall not be responsible to Lessee or those claiming by, through, under or against Lessee for or on account of such disposition of such materials and property.
- 44. **TRANSFER OF RESPONSIBILITY:** All terms and conditions of this Lease shall be binding upon the parties, their heirs, personal representatives and assigns, and cannot be varied or waived by any oral representations of promises of any agent or other person for the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Lease.
- 45. **LESSOR'S AGENT:** The Municipal Auditorium Manager for the City of Sarasota, Florida, or his or her designee shall be the duly authorized agent of the Lessor for the execution of this Lease.
- 46. **OTHER CONDITIONS:** It is agreed that any matters not expressly provided or in this Agreement will be at the sole discretion of the Lessor.
- 47. **SECURITY:** Lessee must provide, at its own expense three off-duty City of Sarasota Police Officers. Police Officers are to be present from the beginning of the party until 12:30 a.m. and/or until the general public has vacated the Municipal Auditorium. Police Officers are to report to the Municipal Auditorium Staff for instructions pertaining to the event coverage.
- 48. **ADDITIONAL TERMS:**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by and through their respective representatives.

LESSOR: CITY OF SARASOTA, FLORIDA

LESSEE: _____

By: _____
Municipal Auditorium Manager
DEBORAH PEREZ
Print name
Date: _____

By: _____
Authorized Signature

Print name
Date: _____