



Lake Worth Casino and Beach Front Rental Agreement

THIS RENTAL AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into on November 6, 2014, by the City of Lake Worth (herein referred to as "City") and the above described LESSEE.

In consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties agree as follows:

LESSEE CONTACT INFORMATION

LESSEE:

Address:

City: State: Zip Code:
Phone:
Email:

CITY CONTACT INFORMATION

City of Lake Worth Onsite Coordinator is Lauren Bothe, who may be contacted at (561) 533-7395; or, email at: LBothe@lakeworth.org

EVENT INFORMATION

Please check which best describes LESSEE's event:

Party:___ Wedding: X Banquet:___ Meeting/Seminar:___ Other:_____ (specify)

Event to be listed as:

Date:

What time will the event start?

What time will the event end?

What time will LESSEE need access to Premises?

What time will LESSEE complete breakdown and cleanup?

What is LESSEE’s anticipated attendance?

PREMISES: The City hereby rents to the LESSEE the following premises: Ballroom, Kitchen & Beach Wedding (hereinafter referred to as “Premises”).

LESSEE understands that LESSEE is not entitled to exclusive use of the parking facility, restrooms, hallways or common areas of the Premises. OPERATOR expressly reserves for its own use and the use of its guests and invitees, with privilege of occupying and using the same, the Premises’ lobbies, offices, spaces in halls, corridors, supply rooms, and grounds for its own purposes, except as hereinafter expressly set forth: Casino Ballroom.

TERMS: The term of this Agreement is for time of the event identified above.

RENTAL PURPOSE: The LESSEE agrees to use the Premises for the event specified herein. No other use of the Premises is permitted by the City.

SERVICES PROVIDED: Under this Agreement, the City will provide heating/cooling in compliance with federal energy guidelines for the in-door portion of the Premises; permanent electric light fixtures (as applicable); elevator access; water; ice; restrooms; waste receptacles; up to 200 Silver Chivari chairs; 20 - 60” rounds; 14 -72” rounds; 10- 30” high/low tables; 4 – 4X4 stage risers; and, 17 -6ft banquet tables. Should the Lessee pre-purchase parking passes the City will also provide assigned parking spaces in the amount of _____ spaces from ____ to _____, which will include parking attendant(s) to direct traffic (not valet) to the appropriate parking space. Parking passes will not be sold on Holidays or Holiday weekends. Lessee is responsible for distribution of parking passes to guests.

The safety of LESSEE and its guests and invitees at the Lake Worth Beach and Casino property is of the utmost concern. LESSEE and its guests and invites should not leave any valuables in their automobiles or otherwise unattended while on the City’s property. Due to sea turtle regulations, lighting in the area may be limited. The City shall not be liable for any losses or claims related to property theft or damage.

DEPOSIT AND RENTAL FEE: The following payment schedule shall apply to this Agreement:

	Amount	Tax	Total	Due Date
Rental Deposit	\$	0	\$	
Kitchen	\$	0	\$	
Remaining Balance	\$	\$	\$	
Kitchen	\$	\$	\$	
Total Contract \$ 0.00				

Final balance is due no later than 5 business days prior to scheduled event.

DAMAGE AND FAILURE TO CLEAN & SECURITY DEPOSIT: The LESSEE must pay a \$1000 security deposit with a valid credit card at least 7, business days prior to the event. The City will charge the credit card a \$1000 hold. If the Premises or other City property is damaged as a result of LESEE’s use or event or the Premises is not found in the exact same conditions as rented, the \$1000 deposit fee will be charged on the first business day upon inspection by authorized City staff. Photographs may be taken to prove the damage or failure to clean. If the LESSEE goes over the contracted end time, the per hour overage charge

will also be taken out of the \$1000 deposit fee. The hold will be released within 7 business days if no damage is found and the Premises and property are returned to the exact same condition as rented (reasonable wear and tear excluded).

FAILURE TO PAY AND FRAUDULENT PAYMENTS: If any subsequent rental payment or rental balance for the Premises is not paid when due, all prior payments including the initial payment may be forfeited to the City and the City may cancel the event (in the City's sole discretion). In lieu of forfeiting all prior payments and having the event cancelled, LESSEE may pay the City a late fee of \$25 or 5% of the face amount of the late payment (whichever is greater); however the City is not required to accept any late payment. Time is of the essence for all payments to be made by LESSEE.

If a check, draft or other written order made, drawn, uttered, issued or delivered by LESSEE in any payment pursuant to the use of the rental space is dishonored and returned for non-sufficient funds on deposit, the City reserves the right, in its discretion, to: Impose a service fee on the LESSEE of \$25.00 or 5% of the face amount of the written instrument whichever is greater in addition to any other bank imposed penalties, and require that authorization of sufficient funds and payment be effected within five (5) business days from the receipt date of the bank's notice. Alternatively, the City in its sole discretion may treat the dishonored check, draft or other written order as a non-payment in breach of this Agreement, and terminate this Agreement without refunding any of the payments previously made and cancel the event.

In the event the City cancels an event due to LESSEE's failure to render timely or non-fraudulent payment(s), the City may advise the public and the media that the event will not take place.

LESSEE RIGHTS AND RESPONSIBILITIES: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, passageways, parking lots and all ways of access to public utilities of the Premises shall be kept unobstructed by the LESSEE, and shall not be used for any purpose other than ingress or egress to and from the Premises by the LESSEE, its guests and invitees.

LESSEE agrees not to sell or dispose of or permit to be sold or disposed of, tickets in excess of seating capacity of the Premises, or admit a larger number of persons than can safely and freely move about in the Premises (400 maximum capacity, 250 Banquet) or admit a larger number of persons than authorized by the Fire Prevention Code of the City of Lake Worth.

LESSEE will not be permitted, unless expressly given permission by City to sell any soft drinks, beverages, confections, tobacco, souvenirs, or food for consumption on the Premises, or collect any parking fees.

LESSEE shall use and occupy said Premises in a safe and careful manner and shall comply with all applicable municipal, county, state and federal laws, ordinances and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy period. It is understood and agreed by and between the parties that the City is the owner and operator of the Lake Worth Casino Ballroom and that it is operated for the benefit of the citizens and residents of the City of Lake Worth and Palm Beach County, Florida. No performance shall be conducted or allowed on the Premises which is, according to the laws of the State of Florida or the ordinances of the City of Lake Worth, illegal, indecent, or immoral. The LESSEE agrees to take full and absolute responsibility for compliance with this provision; and to assume and bear all liabilities, which may arise from or produced directly or indirectly by any performance in violation of this performance.

Smoking is strictly prohibited in the Casino Ballroom, restrooms and kitchen areas. A designated outdoor smoking area will be available for LESSEE.

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

Comprehensive General Liability - insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased hereunder, such insurance afford immediate protection to the limit of not less than \$1,000,000 (per occurrence) and \$2,000,000 (aggregate). Such insurance shall include Blanket Contractual Liability coverage and Independent Contractors Liability, which insures contractual liability under the indemnification of the City by LESSEE. The General Liability Certificate shall name the City of Lake Worth as an additionally insured.

The said certificate copy/insurance compliance form or request for City insurance must be on file within 60 days of the event.

EVENT SECURITY: The City assumes no responsibility whatsoever, for any property placed in or around said Premises or for any person, and the City is hereby expressly released and discharged from any and all liabilities for any loss, injury, or damages to person or property that may be sustained by reason of occupancy and use of said Premises under this Agreement. All watchmen or other protective service desired by the LESSEE must be arranged for by special agreement with the City, and will be provided exclusively by the Palm Beach County Sheriff Office (PBSO) and the LESSEE is responsible for all costs connected therewith. PBSO reserves the right to determine the required number of officers that will be necessary to maintain security at the event.

All events that are primarily attended by minors (anyone 18 years of age or younger) or parties with alcohol and twenty-five (25) guests or more are required by the City to have a minimum of one PBSO Officer during ALL operating hours of each event. PBSO will determine the amount of officers and location of each officer based on guest count and location of each event. A separate contract with PBSO must be submitted to the City at least 5 days before the event.

If any property is left in or around the Premises by the LESSEE or by any vendors of said LESSEE after the event, LESSEE shall pay an additional \$25 storage fee for the City to store said property and notify LESSEE of the same. Ten (10) days after the event, any remaining property left by the LESSEE or any vendors of said LESSEE in and around the Premises, shall be deemed abandoned and become the property of the City to be disposed of or utilized at the City's discretion.

INDEMNIFICATION & HOLD HARMLESS: The LESSEE shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the City and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of the LESSEE, its agents, employees, vendors, invitees or guests. LESSEE's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the LESSEE whether such injury or damage shall accrue, or may be discovered, before or after the term of this Agreement.

LIMITATION OF LIABILITY: The LESSEE hereby expressly waives any and all claims for compensation for any and all losses or damages sustained by reason of any defect, deficiency failure or impairment in the Premises including, without limitation, failures related to the water supply system, drainage system or electrical system leading to or on the Premises. Under no circumstances shall the City be liable to the LESSEE for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. In the event that the Lake Worth Casino Building or any part thereof is damaged by fire or if for any reason, including strikes, failures of utilities, any act of terrorism, any takeover of the property by state or federal agencies or any act of God, which, in the judgment of the City, renders the fulfillment of this Agreement by the City impossible or unreasonable, the LESSEE hereby expressly releases, discharges, and will indemnify and save harmless the City from any and all demands, claims, actions and causes of actions arising out of any of the causes aforesaid.

FORCE MAJEURE: Except for the payment of the rental fees, if acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability. The City will, however, make a good faith attempt to reschedule before any deposits are returned.

CANCELLATION OR DEFAULT BY LESSEE: The LESSEE shall have the right to cancel this Agreement by giving the City written notice at least ninety (90) days prior to the event. LESSEE and City agree that it would be difficult to calculate the damages sustained in the event of such cancellation and accordingly agree that any cancellations made after 90 days will be pro-rated based on final rental rate. Cancellations made within 48 hours of the event will result in 100% forfeit of the rental fees.

ATTORNEY'S FEES, COSTS AND WAIVER OF JURY TRIAL: Except for any obligation of the LESSEE to indemnify the City, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

NON-DISCRIMINATION: LESSEE and the City agree that they shall not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, veteran, marital or handicap status.

CITY AUTHORITY: Matters that are not specifically addressed by the terms of this Agreement shall be reserved to the sole discretion of the City. The LESSEE shall be subject to the terms and conditions of the rules and regulations of the Lake Worth Casino Ballroom, a copy of said rules and regulations will be provided to LESSEE. Failure to comply with said rules and regulations will result in immediate termination of this Agreement and forfeiture of all fees paid by LESSEE.

MISCELLANEOUS:

Rental Fees. All rental fees are subject to 6% sales tax unless a valid 501c3 certificate of tax exemption is provided and on file with the City.

Entire Agreement. The LESSEE and City agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

Governing Law. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County.

Rules and Regulations. By signing this Agreement, LESSEE hereby acknowledges that it has been given a copy of the Facility Rental Guidelines and, by its signature below, agrees to abide by all guidelines, policies and procedures as set forth herein.

THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BY A CITY REPRESENTATIVE.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the LESSEE and City have made and executed this Agreement as of the day and year first above written.

LESSEE REPRESENTATIVE

DATE

WRITTEN NAME

TITLE

CITY REPRESENTATIVE

DATE

All fully executed contracts must be taken by the LESEE to the cashier for payment.

Payment can only be received at:

Leisure Services Building:

1699 Wingfield Street

Lake Worth FL, 33460

(Monday-Thursday 11am – 5 pm)

Cash, money order, check or Visa, Mastercard, AMEX or Discover is accepted. To pay via phone please call 561-533-7363.

Please make checks payable to The City of Lake Worth.

Payment with Check cannot be accepted 10 days before the event.

To receive the Lake Worth Resident Discount the resident must sign the contract and be legally responsible for execution and all fees associated with the contract. Proof of residency is required upon signing of the contract.

All non-profit organizations must provide proof of tax exemption within 30 days of event.