



**CITY OF SARASOTA, FLORIDA**

**PAYNE PARK AUDITORIUM**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Sarasota, a municipal corporation of the State of Florida, 1565 First Street, Sarasota, Florida 34236, hereinafter referred to as CITY, and \_\_\_\_\_ hereinafter referred to as LESSEE, whose address is \_\_\_\_\_ and whose business and emergency telephone numbers are: \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, the CITY is the owner and operator of the Payne Park Auditorium (hereinafter "Auditorium") located at 2100 E Laurel Street, Sarasota, Florida 34237; and

WHEREAS, in order to provide a venue for local, state, national and international events and to offset operating expenses of the Auditorium, the CITY routinely leases the main hall of the Auditorium to individuals, businesses and organizations; and

WHEREAS, this Lease sets forth the Terms and Conditions under which the CITY has agreed to lease the Premises to the above-named LESSEE; and

WHEREAS, by executing this Lease, the LESSEE agrees to the Terms and Conditions contained herein.

NOW, THEREFORE, THE PARTIES, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, AGREE TO THE FOLLOWING:

**SPECIFIC TERMS AND CONDITIONS:**

The LESSEE hereby leases from the CITY the Premises known as the Payne Park Auditorium, located at 2100 East Laurel Street, Sarasota, Florida 34237 during the dates and times set forth in this Lease. Unless otherwise indicated, "Premises" refers to the main hall of the Auditorium and does not include the administrative offices, kitchen, storage rooms, or electrical rooms. "Auditorium Manager" (or "Manager") refers to the person appointed to this position by the Sarasota City Manager or to the Auditorium Manager's designee. LESSEE has the right to use the Premises for the purpose(s) described herein.

1. **PURPOSE:** The Purpose of this Lease is:

**Name of Event:** \_\_\_\_\_

**Type of Event:** \_\_\_\_\_

2. **LEASE PERIOD:** LESSEE shall have and hold the Premises from \_\_\_\_ a.m. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ until \_\_\_\_ p.m. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

3. **NON-REFUNDABLE RESERVATION FEE:** To reserve the use of the Auditorium LESSEE shall pay to CITY a non-refundable Reservation Fee in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) at the time LESSEE signs this Lease. The Reservation Fee shall be applied to the Rental Fee at the time LESSEE pays the Rental Fee.

4. **RENTAL FEE:** LESSEE shall pay to CITY \_\_\_\_\_ dollars, (\$ \_\_\_\_\_ .00) as total rent for the Lease Period to be paid no later than \_\_\_\_\_. The Rental Fee includes charges for additional equipment and/or services as listed in Exhibit "A," attached and incorporated herein. The Rental Fee does not include charges for change orders for additional equipment and/or services as listed in Exhibit "B," attached and incorporated herein. Change order charges shall be invoiced separately and due and payable upon receipt of the invoice.

5. **GUARANTEE OF RENTAL FEE:** The rental rate quoted in this Lease is guaranteed for a maximum period of twelve (12) months from the date of execution thereof. If the event takes place more than 12 months after the date of such execution, the actual rental rate will be the prevailing rate on the date of the first day of the event. Any waiver of this policy must be issued in writing by the Auditorium Manager.

6. **DAMAGE DEPOSIT:**

A. LESSEE shall pay to the CITY a Damage Deposit in the amount of Five Hundred Dollars (\$500.00) to be paid no later than \_\_\_\_\_. Failure of LESSEE to timely pay the Damage Deposit shall result in a forfeiture of the Reservation Fee described herein and an immediate cancellation of this Lease.

B. At the end of the Lease Period, the Damage Deposit shall be refunded to LESSEE provided the Auditorium Manager determines that the Auditorium has not been damaged during the Lease Period and does not require cleaning beyond that typically required for this type of event. The CITY may deduct from the Damage Deposit all such costs incurred by the CITY to repair, restore and/or clean the Auditorium. Any amounts incurred by the CITY beyond the \$500.00 shall be billed to LESSEE at the above address, who hereby agrees to reimburse the CITY for such costs within thirty (30) days of receipt of an invoice. Unpaid, undisputed balances are subject to a finance charge of one and one half percent (1.5%) per month. LESSEE shall be held responsible for all expenses incurred to collect delinquent amounts, including attorney's fees and costs.

C. LESSEE assumes full responsibility for the acts and conduct of all persons admitted to the Premises during LESSEE's event.

7. **CONCESSION:** (Check Applicable Option)

A.  CITY 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 Lease.

B.  LESSEE shall have all concession rights during the Lease Period. Such rights do not include use of the kitchen. In consideration thereof, LESSEE shall pay \_\_\_\_\_ percent (\_\_\_%) of its gross sales during the Lease Period to CITY within 24 hours of the end of the Lease Period. LESSEE shall produce, at the time of payment, concession records that adequately establish gross sales during the Lease Period. LESSEE'S failure to produce and provide such records to CITY shall result in the LESSEE being billed the flat rate for the concession area, as set forth in Section "B" above.

8. **OVERTIME:** LESSEE agrees to pay an hourly overtime fee of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for each hour, or any fraction thereof, that LESSEE (or LESSEE'S agents, employees, patrons, guests or other persons admitted to the said Premises by LESSEE) uses or occupies the Premises before or after the Lease Period, or during Idle Hours, except as otherwise provided herein. LESSEE shall pay all overtime charges to CITY within 24 hours of the end of the Lease Period.

9. **CANCELLATION OR FAILURE TO OCCUPY OR USE.** LESSEE agrees to pay to CITY the total Rental Fee if LESSEE fails to occupy the Premises, or vacates the Premises during the Lease Period, for any reason other than those set forth in paragraph 35 herein. LESSEE further agrees to pay any expenses incurred by CITY in connection with the LESSEE's failure to occupy or its vacation of the Premises.

10. **PAYMENTS:** All sums due and payable to the CITY under this Lease shall be paid in U.S. funds by check, money order, cashier's check, or as otherwise approved by the Auditorium Manager. Checks are not permitted less than ten (10) days prior to the event without management approval. The Rental Fee includes all applicable sales taxes. CITY is not obligated to pay interest on any deposit or fee called for by this Lease.

11. **IDLE HOURS:** LESSEE agrees not to actively use the Premises to set-up or move-out, or for any other purpose, during the hours of 2 a.m. and 8 a.m. unless otherwise agreed to in writing by the Manager; however, LESSEE may retain security guards and store personal property at the Premises during these idle hours.

**GENERAL TERMS AND CONDITIONS**

12. **FACILITIES.** Unless otherwise noted herein, the CITY agrees to provide: a climate-controlled facility; electrical and utility service; a public address system; a one-time setup of chairs and tables (pursuant to a floor plan provided by LESSEE); and a facility representative.

13. **USE OF PREMISES.** LESSEE shall use the 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 without having obtained previous written approval of the Manager.

14. **RULES AND POLICIES.** A copy of the Payne Park Auditorium rules and policies are attached and are incorporated into this Lease as Exhibit "C". LESSEE hereby acknowledges receipt of the rules and policies and agrees to be bound them. Any breach of a rule or policy by the LESSEE, or any party operating under LESSEE's control, shall be considered a breach of this Lease.

15. **DEFAACEMENT OF FACILITY.** LESSEE agrees not to injure, mar, nor in any manner deface the Premises or cause or permit anything to be done whereby the 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 Premises.

16. **SURRENDER OF PREMISES.** The Auditorium is to be kept clean and generally cared for during the entirety of the event. At the end of the event, all interior, exterior and stage decorations shall be removed and the Auditorium shall be surrendered in the same condition as at the beginning of the event, ordinary use and wear excepted. City reserves the right to remove from said building all effects remaining in the Auditorium at the expense of the Lessee.

17. **FLOOR PLAN, STAFFING REQUIREMENTS.** A floor plan, all program and staffing requirements, and all such other information required by CITY concerning the event covered by this Lease must be provided to CITY no less than five (5) days prior to the beginning of the Lease Term.

18. **CONTROL OF FACILITY.** LESSEE agrees that the CITY retains the right to control and manage the Premises and to enforce all necessary laws, rules and policies. The CITY may use any part of the Premises at any time provided such use does not interfere with LESSEE's use of the Premises. Authorized representatives of CITY may enter any portion of the Premises at any time.

19. **PUBLIC SAFETY.** LESSEE agrees not to admit into the Premises more persons than allowed by law; and to keep aisles, passageways, sidewalks and doors free from obstructions.

21. **SECURITY.** LESSEE is responsible for event security services. A minimum level of event security is required unless otherwise agreed in writing by the CITY. LESSEE shall furnish the following security protection: \_\_\_\_\_.

22. **POLICE COVERAGE AT EVENTS WITH ALCOHOL.** When alcohol is served at an event, the LESSEE must provide, at its own expense, up to three (3) off-duty City of Sarasota Police Officers. Police Officers are to be present from the beginning of the event until 12:30 a.m. and/or until the general public has vacated the Payne Park Auditorium. Police Officers are to report to the Municipal Auditorium Staff for instructions pertaining to the event coverage. LESSEE shall furnish the following police coverage at events with alcohol: \_\_\_\_\_.

23. **DISORDERLY CONDUCT.** CITY reserves the right, to eject any person engaged in disorderly conduct from the Premises. Upon the exercise of this authority, the LESSEE hereby waives claims for damages related to said ejection.

24. **COMBUSTIBLE MATERIALS.** LESSEE agrees not to bring any highly flammable or explosive materials, including but not limited to oils, liquids or gasses used for heating or lighting exhibit, or other equipment, vehicle or material onto the Premises if the CITY or LESSEE determines such to be dangerous to persons, property or any part of the Premises.

25. **ASSIGNMENTS.** LESSEE agrees not to assign this Lease.

26. **LICENSES, PERMITS AND TAXES.**

A. LESSEE shall obtain at its own expense and comply with any licenses or permits required by law for LESSEE's use of the Premises.

B. The LESSEE is responsible for the payment of all taxes, fees and charges required by any legal authority associated with its use of the Premises.

C. LESSEE warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or use during LESSEE's use of the Premises, unless LESSEE has obtain expressed written permission and license from the copyright or trademark holder. LESSEE covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory,

common law or other rights of any person during its use of the Premises. LESSEE is responsible for remitting payment to appropriate agencies for use of copyrighted materials. LESSEE will indemnify and hold CITY, its officers, agents and employees harmless from all liability, costs and claims, losses and/or damages (including court costs and attorneys' fees) with respect to such copyright or trademark rights.

27. **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, or a combined single limit (CSL) of \$2,000,000.00. 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. If alcohol is served Host Liquor Liability must be listed on the policy. 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 Payne Park Auditorium building or any part thereof, or in any way increase day rate of insurance upon said building or on property kept there.

28. **INDEMNIFICATION.** LESSEE agrees to conduct its activities upon the Premises so as not to endanger any person lawfully thereon. LESSEE agrees to indemnify and hold harmless the CITY 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 or servants of LESSEE or any contractor or subcontractor, arising from or growing out of the use or misuse of the Premises or any part thereof by the LESSEE, its employees, agents, members, patrons, or guests.

29. **DEFAULT.** The LESSEE is in default of this Lease if it fails to pay any amounts due the CITY under this Lease; if any material breach or default is made in any of the covenants or agreements herein contained, if LESSEE violates any applicable laws during the term of this Lease; or LESSEE becomes bankrupt or ceases doing business. Should LESSEE default, this letting and the relation of the CITY and LESSEE, at the option of the CITY, 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 CITY may re-enter the 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 with all other reasonable costs, expenses and damages incurred by the CITY as a result of the breach of this Lease. The exercise of this right of re-entry shall not be in lieu of all other rights and remedies of CITY but shall merely be in addition thereto.

30. **WAIVER.** No waiver by either party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or remedy.

31. **PREMISES HOLDOVER AND PROPERTY STORAGE.** LESSEE is liable for any claim and/or damage, including but not limited to rents or costs associated with infringement on the rights of any Lessees resulting from its failure to surrender the Premises at the end of the rental term. Should the LESSEE fail to surrender the Premises, (1) the LESSEE shall pay to the CITY the customer rate for the space involved, and (2) the CITY shall remove all LESSEE's effects from the Premises and treat the same as abandoned. All storage, if required, shall be at the cost, expense and risk of the LESSEE.

32. **LAW OBSERVANCE.** LESSEE shall comply with all federal, state and local laws.

33. **AMERICANS WITH DISABILITIES ACT.** Concerning the Americans With Disabilities Act and all regulations thereunder, the CITY shall be responsible for the permanent Premises access accommodations, such as, but not limited to, wheelchair ramps, door width standards and rest room accessibility. LESSEE shall be responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired, seating arrangements and exhibition accessibility.

34. **DISCRIMINATION.** LESSEE agrees not to discriminate against any employee or any applicant for employment because of age, disability, gender, marital status, national origin, race religion, sexual orientation or veterans status and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

35. **FORCE MAJEURE – CLOSURE AND EVACUATION OF FACILITY.** CITY may terminate or suspend its obligations under this Lease and may close and evacuate the 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 CITY. In any such event, CITY shall not be liable to LESSEE for any delay or CITY'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 CITY, based upon the equities of the situation, and LESSEE waives any claim for damages or compensation from the CITY.

36. **ATTORNEY'S FEES.** In the event CITY finds it necessary to employ legal counsel to enforce any covenants of this Lease, LESSEE agrees to reimburse the CITY for its reasonable attorneys' fees and court costs.

37. **INTEGRATION, SEVERABILITY, APPLICABLE LAW.** This Lease and its attached Exhibits constitute the entire agreement between the parties and supersedes any previous understandings between the parties. Changes to this Lease must be made in writing and signed by both parties; provided, however, that for no-cost changes the CITY may issue a unilateral Addendum based on LESSEE's verbal or written requests. If any provision in this Lease is invalidated, all remaining provisions shall continue in full force and effect. The laws of the State of Florida govern this Lease and any litigation concerning this Lease shall be instituted only in the courts of the Twelfth Judicial Circuit in Sarasota County, Florida.

38. **NOTICES.** All notices shall be deemed effective upon receipt. Notices may be sent by U.S. or certified mail, hand delivery, or by facsimile or e-mail if confirmation of receipt, to the following:

LESSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

CITY: City of Sarasota Auditorium  
801 N. Tamiami Trail  
Sarasota, Florida 34236  
Attention: Auditoriums Manager  
Facsimile: (941) 366-7761  
E-mail: deborah.perez@sarasotagov.com

39. **COUNTERPARTS CLAUSE AND ORDER OF PRECEDENCE.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument. If there are any conflicts between the Lease and the attached Exhibits, the Lease shall control.

*NOTE: This is a legally binding agreement. Please review it carefully before signing. You have the right to consult with an attorney before signing this agreement.*

**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: \_\_\_\_\_  
Payne Park Auditorium Manager

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
DEBORAH PEREZ  
Print name above

\_\_\_\_\_  
Print name above

Date: \_\_\_\_\_

Date: \_\_\_\_\_