

RESERVATION /LEASE AGREEMENT FOR



9002 Bradley Road, Tallahassee, FL 32309

Mailing Address:

1615 Village Square Blvd., Suite 3, Tallahassee, FL 32309

Telephone: 850.561.6328

Cell: 850.510.3452

Fax: 850.224-0993

Lessee Information:

Date: March 4, 2019

Contact Name: «ContactName»

Address/City/State/Zip: «da»

Best Phone: «BestPhone»

Event Date/Time: «Event_DateTime» Approx. # of Guests: _____

Function/Event: **«F6»**

A G R E E M E N T

This Reservation/Lease Agreement is made and entered into as of the date first above written by and between Bradley's Pond, LLC a/k/a The Retreat at Bradley's Pond (hereinafter referred to as "Lessor"), and «ContactName» hereinafter referred to as "Lessee").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor The Retreat at Bradley's Pond, 9002 Bradley Road, Tallahassee, Florida. (**Note:** Only adults 21 years of age or older may reserve the facility.)
2. TERM. The Premises are leased for the purpose generally described as a "private party" on the following date/ times:
Date: «Date» Time: 8:00 a.m. until 11:59 p.m.
3. ACCEPTANCE OF PREMISES. The Lessee, by taking possession of the Premises, shall accept and shall be held to have accepted the leased premises as suitable for the use intended by the Lessee.

The LESSEE hereby agrees to pay rent as follows and in accordance with section 5 below:

A.	Retreat Rental (based on night selected)	\$«Rental»
B.	Sales Tax (7.5 %)	\$«Sales_Tax»
C.	Rental Total	\$«Total»

******* Deposit is in addition to rental fee \$250.00 Sunday – Friday
\$500 -- Saturdays**

4. SECURITY DEPOSIT. **Lessee's rental date will only be held and confirmed upon receipt the security deposit.** In the event of cancellation, the security deposit will not be refunded. Once the event is completed and the premises are surrendered in an acceptable condition, the security deposit will be refunded within 30 days.
5. RENT. As detailed above, the total rent payable under this lease shall be \$«Total». One-half (1/2) of this amount \$«M_12_rent» is due within 60 days of the date of this Agreement. The remaining balance of \$«M_12_rent» is due 60 days before the event date. If cancellation is made within 60 days of event, the rental fee shall not be refunded.
6. KITCHEN. The kitchen entitles the Lessee or its agents to use all kitchen facilities in accordance with the responsibilities included as an attachment to this agreement. Lessee or its caterer is not to use the "bridal dressing room" to store clean or dirty dishes. A fee of \$50 will be charged if dishes are stored in the bridal room. The kitchen is for the dishes not the bridal room.
7. SECURITY/PARKING ATTENDANT. An off-duty sheriff's deputy or police officer is required for parties over 150 people. The Lessor can arrange this service through one of the agencies listed on our website. This officer can serve the capacity of both parking attendant and security officer. All costs associated with this service are the responsibility of the Lessee.
8. PROOF OF INSURANCE. The Lessee, at its expense, shall provide and maintain public liability and property damage insurance of at least \$500,000. A copy of such policy shall be furnished to Lessor upon request. If you are a homeowner, check with your agent, have them add Bradley's Pond, LLC as an additional insured for the day of your event or check our website for companies that sell Special Event Insurance. Must include Host Liquor Liability if you are serving alcohol. Provide a copy of the endorsement a week before your event.

9. **PERMITTED USES.** The Lessee agrees at all times to fully and promptly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of the Premises. Lessee shall procure any and all required city, county, state or federal licenses or permits prior to engaging in any activity on the leased premises. The Lessee shall not use or knowingly permit any part of the leased property to be used for any unlawful purpose.
10. **OUTSIDE VENDORS.** You may contract with the vendors of your choice (bartender, florist, photographer, licensed caterer, rental company). See our website for listings.
11. **LIQUOR/BEVERAGES/ILLEGAL SUBSTANCES:** Liquor can be served as long as you have purchased the Special Event Insurance that includes Host Liquor Liability (see #8 above). THERE IS A NO SHOT POLICY. Alcohol may not be served to minors. Illegal substances are not allowed at any time on the premises. Drunken/Violent disturbances are prohibited and subject to immediate removal from the premises and possible termination of event without refund.
12. **COURTESY PROTOCOL:** Lessor reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.
13. **SURRENDER OF PREMISES.** At the termination of this Lease, the Lessee shall surrender the premises to the Lessor in the same condition as the commencement of the term, natural wear and tear only accepted.
14. **LATE DEPARTURE:** Lessee shall complete all clean up and depart The Retreat by 11:59 p.m. Lessee is also responsible for ensuring that all guests, caterers and vendors leave The Retreat before they depart. Any late departure will be subject to a late departure fee of \$200 per hour billed in 30-minute increments. Additionally, Lessee may be subject to other costs or damages caused by or resulting from Lessee's late departure.
15. **UNFORESEEN EVENTS:** Lessor is not held liable for events not being held due to uncontrollable circumstances or an Act of God. Lessee cannot hold Lessor responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruption of public utilities. Lessee acknowledges and agrees that the Owner shall not be responsible for any loss, inconvenience or damage suffered by Lessee as a result of any such Act of God or uncontrollable circumstance.
16. **LESSEE'S PERSONAL PROPERTY.** Lessee agrees that all personal property brought into the Premises shall be at the risk of the Lessee only and the Lessor shall not be liable for theft thereof or for any damages caused by any acts of any person. Lessee acknowledges that all personal property and rental items must leave the premises the night of the event.
17. **INDEMNIFICATION OF LESSOR.** Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, losses, expenses, demands, damages, liabilities, regular or civil actions, costs or expenses, including any attorneys' fees or other expenses reasonably incurred by Lessor in connection with investigating any claim against it and defending any action, appeal, post-judgment enforcement, any amounts paid in settlement or compromise that arise out of or are based upon (a) the failure of Lessee, its officers, employees, agents, attendees, invitees and guests to conform to the statutes, ordinances and other regulations and requirements of any governmental authority in connection with performance of this Contract, (b) the negligence of Lessee, its officers, employees, agents, attendees, invitees and guests, (c) any action or inaction of Lessee, its officers, employees and agents in performing the obligations of Lessee under this Contract, (d) any breach by Lessee, its officers, employees or agents of any term, condition warranty, representation or any other portion of this Contract, (e) damages to property resulting from the use or occupancy of the premises and (f) personal injuries resulting from the use or occupancy of the premises or property. Lessee's duties as set forth in this paragraph shall survive termination of this Contract.

Lessee to assume all liability for the injury of any attendee, invitee or guest of the event or property damage on the premises caused by an attendee, invitee or guest associated with the consumption of food, beverage, drugs and/or any alcohol in any form while attending the event on the premises of the Lessor.
18. **LEGAL EXPENSES.** If the Lessor or the Lessee defaults in the performances of any of the covenants of this Lease, and by reason thereof, it becomes necessary for the Lessor or the Lessee to employ the services of an attorney to enforce performance of said covenants, or to remedy any breach of this Lease; the prevailing party shall be paid by the other party; all expenses, costs and reasonable attorney's fees incurred or paid by it in connection therewith.
19. **ENTIRE AGREEMENT.** This Lease and its attachments represent the entire agreement of the parties and supersede all prior oral or written representations, inducements, promises, agreements or other communications. No modification of this Lease shall be effective unless made in writing and signed by the parties.
20. **SUCCESSORS.** This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, successors, legal representatives and assigns.
21. **RULES AND REGULATIONS.** Lessee acknowledges receiving a copy of Attachment A--"Responsibilities for Lessees and Caterers of The Retreat at Bradley's Pond". The Lessee shall faithfully observe and strictly comply with the rules and regulations set forth therein and such other and further reasonable rules and regulations as the Lessor may promulgate.

IN WITNESS WHEREOF, the parties hereto have signed this Lease on the date first above written.

LESSOR: BRADLEY'S POND, LLC A/K/A
THE RETREAT AT BRADLEY'S POND

BY: Kathy A. Carlson

LESSEE: _____

<<ContactName>

Attachment A - Responsibilities for Lessees and Caterers of The Retreat at Bradley's Pond

The Retreat at Bradley's Pond and its amenities are designed to provide the Lessee thereof with a pleasant, clean and functional facility for gatherings. Your rental includes use of the Retreat, parking, bathroom facilities, use of grounds, and a full kitchen with a stove, refrigerator and commercial ice maker.

In order to serve you better, we ask that you read this information prior to your event at the Retreat. We ask our renters to be responsible so that owner monitoring will not be necessary. Please keep this list and follow the rules and suggestions as closely as possible.

We suggest that a cleanup crew be assigned prior to your event, with someone appointed to be "in charge" who will know the rules of the Retreat.

1. Lessee has access to the facility from 8:00 a.m. until 11:59 p.m. Everyone and everything must be gone by midnight. **If you have rented anything from a rental company, make sure they are aware that they must pick up their items that night or before 7:30 a.m. the following morning. Please make sure and let Bradley personnel know the plan. If items are not picked up timely, a fee will be assessed.**
2. Lessee should expect to remain on the premises until all parties have vacated or arrangements have been made with a representative of The Retreat at Bradley's Pond.
3. NO DRIVING around the building or the pond. Please alert your vendors, family, guests and friends. We have a drain field and septic tank on the pergola side. Parking on the gravel or grass lot on the dumpster side is fine.
4. The Retreat at Bradley's pond closes at 11:59 p.m. A representative of the Retreat will make sure the building is unlocked prior to your arrival time. A Late Departure Fee will be enforced. See Item 12 in the contract. A good rule of thumb is to close the bar and music no later than 10:00 p.m. so have time to gather up decorations and other items so you do not run out of time.
5. The Retreat at Bradley's Pond will supply toilet tissue, paper towels and garbage bags. The renters should bring, dish liquids, pot cleaners and food storage bags as needed.
6. The kitchen must be completely cleaned (counters, sinks, floors, etc.). This is typically the caterer's responsibility, but if your caterer does not clean up after themselves, Lessee is responsible. If not cleaned, a cleaning fee will be deducted from the security deposit.
7. All litter, garbage and debris from the grounds, tables, refrigerator, stove, ovens, warming ovens, and sinks must be placed into the proper receptacles at the close of an event at The Retreat at Bradley's Pond. **UNDER NO CIRCUMSTANCES MAY CATERERS FRY IN THE KITCHEN, POUR GREASE OR GREASY SUBSTANCES INTO THE DRAINS OR POUR OR DUMP SUBSTANCES ONTO THE GROUNDS AT THE RETREAT AT BRADLEY'S POND.**
8. All decorations are to be approved by the Manager of the Retreat at Bradley's Pond. No nails, staples, tacks, tape on the walls, windows, wood trim or furniture. A picture rail with hanging accessories is provided such that the Lessee can decorate as needed. Candles are permitted but must be contained or enclosed in glass. The flame must not reach higher than two (2") inches below the height of the glass.
9. Confetti, party-poppers and silly string are prohibited inside and outside. Only birdseed, bubbles and rice may be dispensed **outside** the buildings.

10. The rental of The Retreat at Bradley's Pond includes 200 chairs and 20-5' round tables, 8 – 4' round tables, 10 – 8' rectangle tables and 4-6' rectangle tables. **We do not recommend trying to seat more than 170 people for a reception type event** to give room for dance area, catering tables, etc. **No linens are provided** by The Retreat at Bradley's Pond. The chairs provided by The Retreat must stay in the building or on the porch. The chairs provided by the Retreat are **not** permitted in the yard.
11. If provided at least three (3) days prior to the event, Lessor will have the tables set up for Lessee's arrival. Lessee is responsible for setting the chairs around the tables. If not paying the cleanup fee, Lessee is responsible for folding and placing the chairs on top of the tables (**DO NOT RESTACK CHAIRS ON THE CARTS. IF THIS OCCURS YOU WILL BE RESPONSIBLE FOR PAYING \$25 PER CHAIR CART**) and making sure all trash is picked up and taken to the dumpster (including the bathrooms). If the cleanup fee is paid, Lessee may take what they brought into the facility and leave. The kitchen has to be left the way it was found regardless of the cleanup fee.
12. Lessee is responsible for the set-up of any equipment, displays, exhibits or any other item brought on the premises necessary for Lessee's use and enjoyment of the premises.
13. No person is permitted to smoke inside the building at any time. Smoking is only permitted exterior to the building structure.
14. If serving alcohol, **NO SHOTS** are to be served. This tends to lead to guests getting sick. Please note, if a guest or guests get sick money will be deducted from the security deposit for cleanup above and beyond the call of duty.
15. The fireplace is gas. **Do not allow anyone to put anything in the fireplace.** Do not turn the knob to turn off the fireplace use the switch in the bottom. The doors on the fireplace must be left open when the fireplace is lit. You will be shown how to operate the fireplace.
16. **Please take the trash cans to the rear of the kitchen before pulling the bags out of them so they will not leak across the Retreat floor. Please do not drag the garbage bags across the floor of The Retreat...makes a mess.** The used bags need to be taken to the dumpster on site. We suggest putting the bags in the back of a pick-up truck and driving them to the dumpster. We have actually had some clients drag the bags on the gravel lot.
17. Please take down all decorations after your party unless the Manager of the Retreat and you have specifically agreed otherwise. There could very possibly be another party arriving the next morning.
18. Please do not operate lights in any way other than the switches or plugs marked on the electrical panel, walls or poles. **DO NOT** unscrew fluorescent lights or miniature bulbs.
19. **DO NOT** turn off the main power switch; just turn everything off by the appropriate switches.
20. A representative of The Retreat will turn on the air conditioner/heater prior to your function. Upon leaving the premises, the thermostats should be set at 78 in the summer and 65 in the winter.
21. Do not leave food in the refrigerator. If you must leave something to pick up the next day, please leave a note saying that it is alright to discard it, or that you will return to get it before 8:00 a.m. the next day. Remember, someone may have the building rented the following day and may need the refrigerator space.
22. Any rental equipment needs to be stacked up neatly on the far end of the front porch in case The Retreat is rented the next day. If they are left out in the weather you are liable for them.

23. Please keep doors closed to keep cool air or heat inside. This also limits the noise. Keep music to a level that the neighbors will not complain.

24. Lessee is responsible for keeping ALL FIRE EXITS clear to Lessor's satisfaction and in accordance with statutes, ordinances and the regulations and requirements of any governmental authority.

25.No smoke/fog machines are permitted to be used inside the building (they set off the smoke detectors and the fire department shows up).

26. Lessee is responsible for providing personnel to check the identification of persons in the premises to make sure no person under twenty-one (21) years of age is served alcohol.

Thank you for helping keep The Retreat at Bradley's Pond a place for enjoyable parties. We hope your event will be very successful and you will return to use the Retreat again. Please don't hesitate to call with any questions.

Please return your contract and deposit to:
Bradley's Pond, LLC
1615 Village Square Blvd, Suite 3
Tallahassee, FL 32309

We accept all major credit cards, checks, money orders and cash. If you want to come by the office, please call Kathy at 850.561.6328 to make arrangements.