

# MELBOURNE AUDITORIUM LEASE AGREEMENT

THIS AGREEMENT made and entered into this 20th day of March 2012 BY AND BETWEEN the City of Melbourne, a municipal corporation of the State of Florida, through its City Manager or his designated authority, hereinafter called the LESSOR, School Board of Brevard County hereinafter called LESSEE. C/O Barry Pichard 2700 Judge Fran Jamison Way  
Viera, FL 32940-6699

WITNESSETH, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, the Lessor does hereby devise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the following MELBOURNE AUDITORIUM of the City of Melbourne, Florida, to be used for the purpose of Science and Art Fair.

<u>LOCATION</u>	<u>EVENT DATE(S)</u>	<u>TIME(S)</u>	<u>FACILITIES</u>
625 E. HIBISCUS BLVD. MELBOURNE, FL 32901	<u>Event:</u>	Tuesday, March 19, 2013 Wednesday, March 20, 2013 Thursday, March, 21, 2013	7am-4:30pm 6:30am-3:30pm 7:30am-9pm
			PARKING LOT WHOLE BLDG.

and for no other purpose whatsoever without the written consent of the Lessor endorsed on this lease for the term listed above.

THE LESSOR HEREBY AGREES to rent the above named premises for minimum rental sum of \$ Three Thousand Four Hundred Seventeen Dollars (\$3,524.00).

**THE ABOVE RENTAL SHALL INCLUDE ONLY THE FOLLOWING:**

- |                                               |                                                           |                                                 |
|-----------------------------------------------|-----------------------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> TEAR DOWN | <input checked="" type="checkbox"/> TABLE & CHAIR SET UP  | <u>88extra</u> TABLES                           |
| <input checked="" type="checkbox"/> CLEANING  | <input checked="" type="checkbox"/> CUSTODIAL PERFORMANCE | <u>500</u> CHAIRS                               |
| <input checked="" type="checkbox"/> UTILITIES | <input type="checkbox"/> CUSTODIAL OVERTIME               | <input checked="" type="checkbox"/> TIDY 2 crew |
| MOVE IN _____                                 | <input checked="" type="checkbox"/> ASCAP                 | <input type="checkbox"/> SECURITY GUARD:        |
| EVENT <input checked="" type="checkbox"/>     |                                                           |                                                 |

**NOTE:** STATE SALES TAX INCLUDED UNLESS A TAX EXEMPT CERTIFICATE IS ON FILE WITH THE AUDITORIUM OFFICE.

LESSEE HEREBY COVENANTS AND AGREES to pay the said Lessor at its office in the said building for the use of the said premises the above deposit sum, \$ 1,762.00 which shall be paid upon execution and delivery of this agreement. The balance of said rental shall be payable two weeks prior to the use of said building. At the discretion of the Auditorium Recreation Superintendent, payment of the rental balance may be required in the form of cash, cashier's check or money order.

To pay such sum or sums in lawful money of the United States of America, at the office of the Auditorium Manager.

To pay said Lessor on demand any sum which may be due to said Lessor for additional services, accommodations or material furnished or lent to said Lessee, as stated herein above.

To cause the said premises to be kept clean and generally cared for during the said term.

To quit and surrender up said demised premises to the Lessor at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear excepted.

To abide by and conform to all rules and regulations adopted or prescribed by the Lessor for the management of said facilities.

This Agreement is made and entered upon the following express covenants and conditions, all and every one which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform:

- (1) That the said Lessee will comply with all laws of the United States, and of the State of Florida, all ordinances of the City of Melbourne, Florida and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Melbourne, and will obtain and pay for all necessary permits and licenses, and will not do, not suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Lessee is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation.
- (2) That said Lessee will not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in violation of law or City of Melbourne regulations. A liquor license must be obtained and posted if any sales of alcoholic beverages are conducted.
- (3) That said Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said building, and will not make, nor allow to be made, any alterations of any kind therein

- (4) That if said premises, or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Lessor upon demand such sum as shall be necessary to restore said premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of any such person acting for or in behalf of said Lessee, and said Lessee agrees to have on hand at all times sufficient police force to maintain order and protect persons and property.

At the discretion of the Auditorium Manager, the lessee may be required to provide a security deposit as a condition precedent to the leasing of the above described facilities and premises.

- (5) That Lessee will permit no chair or movable seat to be or remain in the passageways, and will keep said passageways clear at all times.
- (6) That said Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showing bills, lithographs, posters or card of any description, inside or in front, or at any part of said building, except upon the regular billboards, provided by the Lessor therefor, and will use, post or exhibit only such signs, advertisements, showing bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit to be given in the demised premises.
- (7) That Lessee shall take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by said Lessor, or its representative.
- (8) That no performance, exhibition or entertainment shall be given or held on said demised premises which shall be objected by the Lessor.
- (9) That Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Auditorium Manager in this respect shall be final.
- (10) That Lessor reserves the right through its Auditorium Manager or his representatives to eject objectionable person or persons from said building, and upon the exercise of this authority through its Auditorium Manager, agents and policemen the Lessee hereby waives any right and all claim for damages against the Management.

~~That Lessee shall be held responsible for the removal from the building all effects remaining in building after the expiration of the term of this lease, and the Lessee shall be held responsible for the removal of the same.~~

- (12) That the authorized representatives of said building may enter into the building and all of the demised premises at any time.

(13) That all concession rights in the Auditorium and on the grounds of the Auditorium such as the dispensing of soft drinks, food, candies, cigarettes, etc. during all trade show events are hereby reserved by the Auditorium concessionaire and the City of Melbourne. No food or beverages will be allowed into the building during events where the Auditorium concessionaire is present. Specialized functions (dances, meetings, socials) which have been scheduled at the Auditorium are granted the right to provide the caterer of their choice for their event(s), however these functions will not have access to the kitchen area.

(14) That no food or beverage be brought into the Main Hall during an event that is set up with concert style seating. Food and beverages must be restricted to the lobby area.

(15) That no portion of the sidewalks, entries, passages, vestibules, halls or stairways, access to public utilities of said building shall be obstructed by the Lessee, or used for any purpose other than for ingress to and from the demised premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, corridors, passages also house-lighting attachments, shall not be covered or obstructed by the Lessee.

The water closets or other water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the Lessee.

(16) That Lessee shall not, without written consent of the Lessor, put up or operate any engine or motor or machinery on the demised premises, or use oils, burning fluids, camphene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

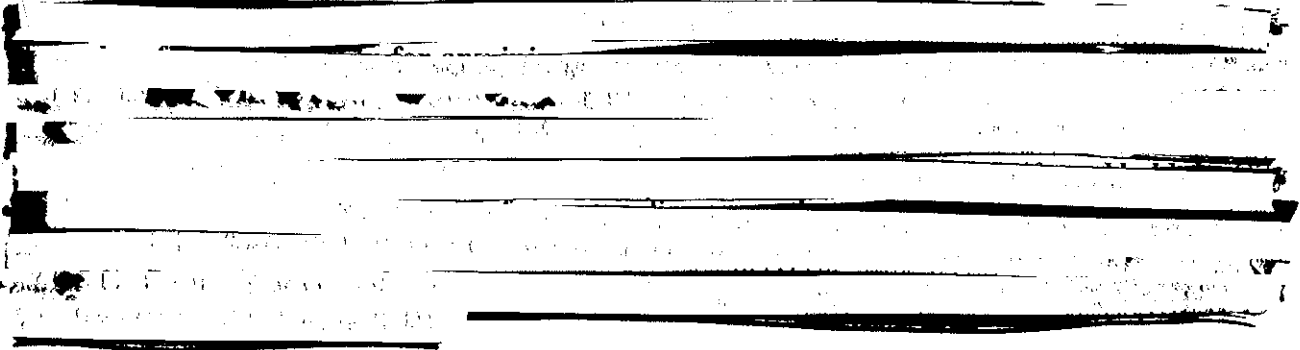
(17) That Lessee agrees to pay reasonable attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after said rental or service charge is past due.

(18) That Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

(19) That Lessee shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the written consent of the Lessor.

(20) \_\_\_\_\_

(21)



(22) **Proof of Insurance is required for high-risk events, food sales, and for sale of alcoholic beverages.**

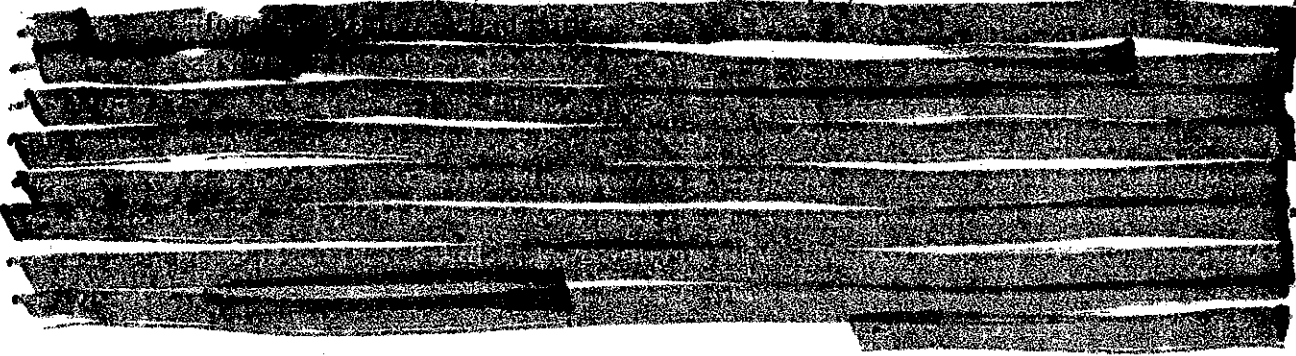
**In addition, liquor liability is required when alcohol is being sold. Proof of a certificate of insurance must be presented at least (2) two weeks prior to contracted rental date.**

**In order to satisfy this requirement, the applicant must provide a copy of his/her insurance agent's letter to the insurance company requesting the endorsement to the policy.**

**It is further mutually agreed by and between the parties hereto:**

- (23) **That in case said facility, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any other casualty of unforeseen occurrence shall render the fulfillment of this lease by the Lessor impossible then and thereupon this lease shall terminate, and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated**
- (24) **That the Lessor shall not be responsible for any damage or injury that may happen to the Lessee, or the Lessee agents, servants, employees or property from any cause whatsoever, prior, during or subsequent to the period covered by this lease, and the said Lessee hereby expressly releases said Lessor from, and agrees to indemnify it against any and all claims for such loss, damage and injury.**
- (25) **That any sum due said Lessor from said Lessee for the use of said premises, or any accommodations, service or material shall be a first lien on the box office receipts of said Lessee.**
- (26) **That any cancellation of a contracted event be made at least 180 days in advance of the first scheduled day of that event. Rental deposits are non-refundable when cancellation arrangements are not made at least 180 days prior to the first scheduled day listed on the rental contract. Also, any lessee who has entered into a contractual agreement within the 180 day period and cancels their event will automatically lose their deposit. These deposits are retained by the City of Melbourne as a penalty fee for late notification of the cancellation.**
- (27) **That in the handling control, custody and keeping of receipts and funds whether the same are received through the box office or otherwise the Lessor is acting for the accommodation and sole**

benefit of the Lessee, and that as to such receipts, and funds the Lessor shall be responsible only



- (28) That any matters not herein expressly provided for shall be in the discretion of the Auditorium Manager or his designated authority.
- (29) That all terms and conditions of this written lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

**MELBOURNE AUDITORIUM  
FACILITY RULES, REGULATIONS AND POLICIES**

**MELBOURNE AUDITORIUM OFFICE HOURS:**

Office hours are from 8:30 am through 5:00 pm each weekday. The office is closed both Saturday and Sunday.

**SMOKING POLICY -**

**Private Function** - Smoking is permitted during events that are not open to the public.

**Public Functions** - Events which invite the attendance of the general public must abide by the following:

Smoking is permitted inside the Auditorium provided the renter designates a specific smoking area. Proper signage must be posted to indicate a designated smoking area. Smoking will be permitted in this area only.

Any designated smoking area must not exceed one-half of the square footage of space being rented.

It is the responsibility of the lessee to enforce these regulations during their event.

**ALCOHOLIC BEVERAGES** - An alcoholic Beverage Permit must be obtained when alcoholic beverages are to be sold during an event held at the Auditorium. A copy of this permit must be provided to the Auditorium Mgr.

Any intended use of alcohol during an event must be pre-approved by the Auditorium Manager.

**All** bottled and/or canned beverages are prohibited, except for approved B.Y.O.B. events. Alcoholic beverages are to be purchased and consumed inside the Auditorium only. **NO ALCOHOLIC BEVERAGES ALLOWED OUTSIDE THE AUDITORIUM**, to include parking lot and park area(s).

Security is required when alcoholic beverages are present during events held at the Auditorium. The type and number of security will be determined by the Auditorium Manager and the Melbourne Police Dept..

**PUBLICITY** - Lessee will be responsible for publicity of their event. Lessee may display posters on the inside bulletin board. The event will be posted on the marquee. We receive many phone calls concerning

shows at the Auditorium, the price of tickets, where to get them, time of show, etc., therefore it is required that this information be supplied to us on the form provided.

**USHERS** - Ushers are available through the Melbourne Ushers Club for a donation. Arrangements for the scheduling of this club is done through the Auditorium office.

**FOOD SERVICE** - The City of Melbourne is under contract with a catering firm who has exclusive rights to all Auditorium catering during tradeshow events. No outside food or beverage items are allowed to be brought into the facility by the general public during these events. Vendors in the tradeshow are allowed to bring in their own food and beverage items however, they are encouraged to take advantage of the Auditorium caterer's vendor specials which are at a discounted price for the vendors only.

Events other than tradeshow are allowed to utilize the caterer of their choice. However, the Auditorium caterer has exclusive rights to the concession stand area. No other groups will be allowed to enter this area

Food items served in the Auditorium must be provided by a licensed caterer or a one-day food license must be obtained through the Division of Hotel & Restaurants (407) 254-0770.

Food and beverages are not allowed into the Main Hall during stage shows when the Main Hall is set-up with concert style seating (majority of the set-up being chairs).

**DECORATIONS:** "Decorations" defined shall include all such materials as curtains, draperies, streamers, surface covering applied over the building interior for decorative, acoustical or other effects. Decorations shall include but not be limited to: Vegetation, bunting, cotton batting, plastic cloth, textiles, excelsior, or other non-combustible materials.

Permission for use of "decorations" shall be received from Auditorium Manager. All such decorations shall be removed by the organization upon conclusion of the event. **NO TACKS, STAPLES, OR TAPE, AT ANY TIME.**

Masking tape shall not be applied to terrazzo floors or to any surface in the Auditorium. Proposed alternatives to masking tape must be discussed with and approved by the Auditorium Manager.

### **FIRE PREVENTION REGULATIONS**

No person shall maintain, install or use decorations in the Auditorium unless said decorations have been made fire resistant with an approved flame-retardant material or process.

Decorations shall be approved by the City Fire Marshal's office and the Auditorium Manager prior to installation in the Auditorium.

No exit shall be locked or obstructed during any time the Auditorium is occupied.

All event set ups (tables, chairs, or display arrangements) shall be approved by the Fire Marshal and the Auditorium Manager in advance of the event. Proper aisle ways and exits must be maintained at all times.

No open flame lighting device shall be permitted.



**Gas appliance using portable fuel supply shall be prohibited.**

**Fire extinguishers shall not be removed or obstructed.**

**Use of candles shall be prohibited unless a City of Melbourne Fire Official has been hired to conduct a "fire watch" during the contract period.**

**STAGE AREA - No items are to be attached (pins, staples, tape) onto the stage curtains. Placement of stage decorations must be approved by the Manager.**

**TABLECLOTHS - Cloth tablecloths are the only table coverings allowed for use in the Auditorium. Any other table covering must be approved by the City Fire Marshal's office and the Auditorium Manager prior to use in the Auditorium.**

**SET UP, TEAR DOWN, CLEAN UP REQUIREMENTS - A detailed floor diagram showing where tables and chairs are to be placed for the event is to be turned in to the Auditorium office 10 days prior to the event date. If the diagram is not received 10 days prior to the event date, the tables and chairs will not be set up.**

**Set up, tear down, cleaning of the building shall be performed by Auditorium Staff only. Any labor costs involved in changing the original set up shall be charged to the renter**

**MISCELLANEOUS - Organizations shall not store private equipment in Auditorium. Auditorium Manager and/or custodian shall have complete control of public address system, lights, thermostats, all equipment, locking and unlocking doors.**

**Tables, chairs and other equipment belonging to the City of Melbourne shall not be removed from the building for any purpose at any time.**

**BOX OFFICE - Box Office is available for ticket sales on the day of event without charge. Arrangements for use must be made with the Manager prior to any sales being conducted.**

**DRESSING ROOMS - Four (4) dressing rooms are available without charge. It is required that they are left neat with waste deposited in containers provided.**

**SECURITY - All night security, when needed for displays and/or privately-owned equipment, must be obtained by LESSEE and approved by Auditorium Manager. The City assumes no liability for the items stored within the Auditorium belonging to lessees, their agents, representatives, or assigns.**

**Security must be obtained for any event involving the presence of any alcoholic beverages. Security must be bonded, licensed and insured before being approved by the Auditorium Manager.**

**The presence of local law enforcement will be required for certain events as determined by the Auditorium Manager.**

**INSURANCE - Proof of Insurance is required for high-risk events, food sales, and for sale of alcoholic beverages.**

In addition, liquor liability is required when alcohol is being sold. Proof of a certificate of insurance must be presented at least (2) two weeks prior to contracted rental date.

1. In order to satisfy this requirement, the applicant must provide a copy of his/her insurance agent's letter to the insurance company requesting the endorsement to the policy.

It is further mutually agreed by and between the parties hereto:

**OCCUPATIONAL LICENSE** - A City of Melbourne Occupational License must be obtained if merchandise will be sold during an event. Contact the City of Melbourne Revenue Department to obtain this license. This license is specifically for use at the Auditorium only and is effective for a one-year term.

**PARKING** - The Auditorium parking lots are included with the rental of the building at no additional charge. No parking is allowed on the west side of the Auditorium. Vehicles may park temporarily (15-20 minutes) only for the purpose of loading/unloading. Vehicles in violation of this policy will be towed.

**ANIMALS** - No animals are allowed into the building except as an approved exhibit or performance requiring the use of animals. Guide dogs are exempt.

**OUTDOOR ACTIVITIES** - Any activity held outdoors at the Melbourne Auditorium requires a special activities permit. The application for this permit can be obtained through the Auditorium office. Allow one month for this application to be processed.

**SIGNAGE** - City of Melbourne Code prohibits the placing of signage of any type or kind on City rights-of-way. Signage may be placed on private property with the permission of the owner. Signage on private property must be located as to not pose any pedestrian/vehicular visibility problems and must be in accordance with City Code Chapter 25, Section 25-18 (14)(b).

This prohibition includes parking/placement of vehicles within the City with signs or banners affixed to them.

**RESERVATION POLICY** - A deposit of one-half (1/2) of the total rental fee is required to reserve the facility. Tentative reservations are not taken. Deposits are accepted up to one year in advance to place open dates on reserve. Upon receipt of a deposit, two copies of the lease agreement will be issued for specified dates. Two signed copies of the lease agreement must be returned to the Auditorium office. One copy of the completed original will be returned to the Lessee.

**CANCELLATIONS POLICY** - Any cancellation of a contracted event must be made at least 180 days in advance of the first scheduled day of that event. A \$15.00 Administrative Fee will be assessed for any and all cancellation requests. Rental deposits are non-refundable when cancellation arrangements are not made at least 180 days prior to the first scheduled day listed on the rental contract. Any lessee who has entered into a contractual agreement within the 180 day period and cancels their event will automatically lose their deposit.

**PAYMENT OF FEES** - Deposit of one-half (1/2) of the rental fee is required to reserve open dates. The balance of rental fees is due two weeks before the first day listed on the lease agreement.

Rental fees are due in full when dates are booked less than 31 days before first day listed on the lease

agreement.

Rental payments are accepted in the form of a credit card by phone or in person, personal check if the check is received at least thirty (30) days before the first rented day listed on the lease agreement, cash, cashiers check, or money order. Personal checks will not be accepted within 30 days of the rental date. Balance of payments must be paid two weeks before the first rental day listed on the lease agreement.

**BUILDING HOURS** - The Auditorium may be rented from 7:00 am until 1:00 am. Any hours used other than the above mentioned must be pre-approved by the Auditorium Manager.

**NO EXCLUSIVE RIGHT** - City of Melbourne management maintains the right to lease the Auditorium to competitive attractions and offers no protection from other lessees.

**ADVERTISING** - Lessee must not advertise any performance unless and until contracts between all parties are fully executed.

**TRASH REMOVAL** - Lessee will be responsible for removal of all bulk trash, crates, lumber and packing materials prior to an event and after move out.

Lessees whose event requires more trash bins (dumpsters) than what is provided by the Auditorium will be required to rent additional trash bins for their event.

Any cost incurred by the Auditorium for bulk trash removal shall be charged to the lessee.

**MARQUEE** - The Melbourne Auditorium shall have total discretionary control over the messages displayed on the Auditorium's marquee.

**GRATUITIES** - The City of Melbourne Auditorium specifically prohibits any Auditorium employee from accepting loans, advances, gifts, gratuities, or any other favors from parties doing business with the Melbourne Auditorium. All lessees should be aware of this policy and refrain from any such activities.

**SOUND SYSTEM** - The Auditorium has a basic public address system which is provided at no additional charge to lessee. This system is optimized for the spoken voice and is not intended for musical or theatrical events. Mixers, additional speakers, etc. are not provided by the Auditorium. Lessee is responsible for supplying any sound equipment necessary to properly produce their event. The Auditorium can only provide a basic public address system.

**LIGHTING** - The Auditorium can provide a basic stage wash. An additional light bar is located front of house. One follow spot is also available to rent.

The Auditorium does not provide lighting consoles, dimmers, light trees, etc. Any lighting equipment needed above what is provided by the Auditorium must be supplied by the lessee. The Auditorium does not provide lighting and/or sound technicians.

**STAGE** - The stage area is available at no extra charge when used with the rental of the Main Room. A refundable security deposit may be required for use of the stage as determined by the Auditorium Manager.

No attachments can be made to the existing fly system.

The stage floor is wooden. Floor loading is limited. Stage screws, lag bolts, or nails in the floor are prohibited.

**SOUND/LIGHTING/STAGE PERSONNEL:** The Auditorium does not provide stage hands, lighting or sound technicians. Renters requiring stage hands, lighting and/or sound technicians to produce their event must make arrangements to hire qualified personnel to perform these functions. Auditorium maintenance personnel will not be responsible for such duties.

**OCCUPANCY LOAD** - Occupancy will not be permitted inside any facility in excess of the established capacity.

**DELIVERIES:** Any deliveries are to be scheduled for the contracted date of lease. Deliveries scheduled for delivery before the contracted lease date must have prior approval from the Auditorium Manager. Lessee must be present to accept approved deliveries. Auditorium staff will not be responsible for accepting deliveries and will refuse delivery if the lessee is not present for verification.

**CONTROL OF PREMISES** - All facilities shall at all times be under the control of the Auditorium Manager and the right is reserved for the Manager and other duly authorized representatives of the City to enter the Melbourne Auditorium at all times.

**RESIDUAL MATTERS** - All matters, rules, regulations, or deviations not expressly provided for herein shall be decided upon by the Auditorium Manager.

IN WITNESS WHEREOF the said Lessor, The City of Melbourne, has caused these present to be signed by its Auditorium Manager and the Lessee has signed the same in duplicate the day and year first below written.

THE CITY OF MELBOURNE, FLORIDA

As Lessor

By: Ron Hayes 3/20/13  
Auditorium Manager Date

As Lessee

Date

Revised 1-9-12