

RESERVATION/LEASE AGREEMENT FOR



9002 Bradley Road, Tallahassee, FL 32309

Mailing Address:

401 E. Virginia Street, Tallahassee, FL 32301

Telephone: 850.561.6328

Cell: 850.510.3452

Fax: 850.224-0993

Lessee Information:

Date: _____

Contact Name:

Address/City/State/Zip: «Complete_Address»

Best Phone:

Event Date/Time: Approx. # of Guests: _____

Function/Event: «nctionEvent»

**INFORMATION
PURPOSES ONLY**

AGREEMENT

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 _____ 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: _____ Time: _____
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)	\$
B.	Sales Tax (7.5 %)	\$
C.	Rental Total	\$
D.	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 \$ _____. One-half (1/2) of this amount \$ _____ is due within 15 days of the date of this Agreement. The remaining balance of \$ _____ is due one week 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 it's agents to use all kitchen facilities in accordance with the responsibilities included as an attachment to this agreement. Frying is not permitted in the kitchen.
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 the Leon County Sheriff's office (922-3300). 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 \$250,000. 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. 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. CATERERS/BARETNDERS. You may contract with a licensed caterer and bartender of your choice. See our website for listings.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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: _____

LESSEE: _____

«Contact_Name»

Please mail lease and check to:

Bradley's Pond, LLC a/k/a
The Retreat at Bradley's Pond
Attn: Manager
401 E. Virginia Street
Tallahassee, FL 32301
850.561.6328

INFORMATION PURPOSES ONLY

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 clean up crew be assigned prior to your event, with someone appointed to be "in charge" who will know the rules of the Retreat.

1. 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.
2. 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.
3. 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.
4. 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.
5. All litter, garbage and debris from the grounds, tables, refrigerator, stove, ovens, warming ovens, dishwasher, 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 POUR GREASE OR GREASY SUBSTANCES INTO THE DRAINS OR POUR OR DUMP SUBSTANCES ONTO THE GROUNDS AT THE RETREAT AT BRADLEY'S POND.**
6. All decorations are to be approved by the Manager of the Retreat at Bradley's Pond. Please no nails, staples, tacks, tape on the walls, ceilings, windows, wood trim or furniture. A picture rail with hanging accessories is provided such that the Lessee can decorate as needed.
7. 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. 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.
8. Lessee is responsible for the supplying The Retreat with a layout of the tables at least 48 hours prior to the event. Lessor set-up the tables, but Lessee is responsible for setting the chairs around the tables.
9. 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.
10. No person is permitted to smoke inside the building at any time. Smoking is only permitted exterior to the building structure.
11. The fireplace is gas. Do not allow anyone to put anything in the fireplace it damages it. 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.
12. 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. The used bags need to be taken to the dumpster near the rear of the facility.
13. 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.
14. 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 with fluorescent lights or miniature bulbs.
15. **DO NOT** turn off the main power switch; just turn everything off by the appropriate switches.
16. 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.
17. 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.
18. 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.
19. 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. All music must end by 11:00 p.m.
20. 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.
21. **No smoke/fog machines are permitted to be used inside the building (they set off the smoke detectors and the fire department shows up).**
22. 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 or suggestions.