



3105 NE 14 Street • Ocala • Florida • 34470  
Main: 352•629•2415 Fax: 352•629•5490 www.omcar.com

Event Manager: Serena Hommes – new.membership@omcar.com

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

How did you hear about our facility?

Function: \_\_\_\_\_

Friend: ☐

# of People: \_\_\_\_\_

OMCAR website: ☐ (www.omcar.com)

Caterer: \_\_\_\_\_

Other: \_\_\_\_\_

Bride: \_\_\_\_\_

Groom: \_\_\_\_\_

Function Start Time: \_\_\_\_\_

Function End Time: \_\_\_\_\_ (not to exceed 11:00 pm)

### **LEASE AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Ocala/Marion County Association REALTORS®, Inc. hereinafter referred to as “Lessor”, and \_\_\_\_\_ email address: \_\_\_\_\_ of address \_\_\_\_\_ cell phone \_\_\_\_\_ business phone \_\_\_\_\_ hereinafter referred to as “Lessee”.

In consideration of the mutual covenants and promises contained herein, Lessor and Lessee agree as follows:

1. Lessor grants to Lessee the right to occupy and use the Ocala/Marion County Association of REALTORS® facility located at 3105 NE 14 Street, Ocala, Florida 34470, hereinafter referred to as “The Premises” on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, Beginning at \_\_\_\_\_ (rental start time) and ending at \_\_\_\_\_ (event end time), not to exceed past 11:00 p.m. **Event may not exceed five (5) hours with an additional three (3) hours prior to start of event to decorate and one (1) hour after event end to clean and vacate building.** Alcohol consumption (if any) must be confined to the auditorium and curtailed ½ hour before the conclusion of the event. \_\_\_\_\_ (Lessee Initial)

2. Rental Fee and Charges as follows (see attachment D on page 7):

\$ \_\_\_\_\_ Room Rental Fee

\$150.00 \_\_\_\_\_ A/V Equipment Use Fee

**\$500.00** \_\_\_\_\_ Damage Deposit Paid the Day Reserved

**\$300.00** \_\_\_\_\_ A/V Equipment Damage Deposit Paid the Day Reserved

\$ \_\_\_\_\_ Total

**If payment is being made by check, please make check payable to OCALA MLS**

3. At the time of the execution of this Lease Agreement, Lessee shall pay Lessor a security deposit in the amount of \$\_\_\_\_\_ (check # \_\_\_\_\_/Visa, MC/Cash). \_\_\_\_\_(Lessee Initial)
4. Two weeks prior to the rental date (a) payment in full is required, and (b) a copy of evidence of insurance (same name as lessee and naming Lessor as an insured), (c) a copy of the caterer's Workmen's compensation and liability insurance is due (Failure to submit payment and documents, two (2) weeks prior to rental date, shall be a default under this lease agreement and shall result in a forfeiture of the security deposit). (Lessee Initial).
5. Lessee shall provide event insurance of at least \$1,000,000 general liability naming Ocala/Marion County Association of REALTORS®. Licensee is responsible for procuring all necessary permits and licenses, if any, required for use of the Venue for the Event, including any permit or license required in order to serve alcohol at the Venue for the Event. Licensee is responsible for ensuring that its servers serve alcohol to only those guests of Licensees that are 21 years of age and older. Many of the events use privateeventinsurance.com. Though you may purchase it elsewhere if you prefer.
6. Lessee shall have the right to cancel this lease agreement and have \$100 of the security deposit and all other fees that were paid returned, if lessee provides Lessor with written notice of the cancellation of this lease agreement at least thirty (30) days prior to the rental date. If the cancellation occurs within thirty (30) days the security deposit is forfeited, but all other fees that were paid will be returned. \_\_\_\_\_(Lessee Initial)
7. If Lessee complies with all the terms and conditions of this lease Agreement, Lessor shall return to Lessee the Security deposit within fifteen (15) days after the rental date. Any default by Lessee under the terms and conditions of this lease agreement shall result in forfeiture of the security deposit. \_\_\_\_\_(Lessee Initial)
8. If the premises shall be damaged by the act, default, or negligence of Lessee or of Lessee's agent, employee or employees, patrons, guests or any person(s) admitted to the premises by Lessee, Lessee shall pay Lessor, on demand, such sum as shall be necessary to restore the premises to its present condition. Lessee hereby assumes full responsibility for the character, acts and conduct of all people admitted to the premises by the consent of the Lessee, or by or with consent of Lessee's employees or any person acting on behalf of Lessee or while Lessee is in possession of the premises. The Event's Manager will make a preliminary walk through of the premises at the close of the rental function. (Lessee Initial)
9. Lessor assumes no responsibility whatsoever for any property placed on the premises by Lessee, and Lessor is hereby expressly released and discharged by Lessee from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of the premises under this agreement and Lessee agrees to indemnify and save harmless Lessor from any claim or loss by reason an accident or damage to any person or property arising out of this lease. Lessee agrees that Lessor may dispose of any property left on the premises. \_\_\_\_ (Lessee Initial)
10. Lessee will be allowed access to the premises for the purpose of preparation up to three (3) hours prior to the rental function and Lessee's caterer will be allowed access to the premises for up to one (1) hour after the event time for the purpose of cleaning up the premises (time must be contiguous). The time must be coordinated with the Lessor's Event's Manager. \_\_\_\_\_(Lessee Initial)
11. Lessee hereby acknowledges that Lessee has received and reviewed Lessor's rules for rental of the Ocala/Marion County Association of REALTORS®, Inc. a copy of which is attached hereto as Attachment A, Lessor's Guidelines for Caterers using the Ocala/Marion County Association of REALTORS®, Inc. a copy of which is attached hereto as Attachment B, and Annex rules for rental, a copy of which is attached hereto as Attachment C the rules and guidelines are hereby incorporated into this lease agreement and made a part hereof. Any violation of the rules or guidelines shall be a default under this lease agreement and shall result in a forfeiture of the security deposit. (Lessee Initial)
12. If any legal action must be taken, all costs and expenses, including attorney fees will be charged to the Lessee. \_\_\_\_\_(Lessee Initial)
13. This agreement contains the entire agreement of the parties and cannot be changed except by written agreement signed by both parties. \_\_\_\_\_(Lessee Initial)

In Witness whereof, the parties hereto have signed this Ocala/Marion County Association of REALTORS®, Inc. lease agreement on the date and year first above written.

LESSEE: \_\_\_\_\_

DOB \_\_\_\_\_ DL# \_\_\_\_\_

LESSOR: Ocala/Marion County Association or REALTORS® - By: \_\_\_\_\_  
(Event Manager's Signature)

☐ Lessee Acknowledges that they have inspected the premises prior to the event and are familiar and satisfied with its present condition \_\_\_\_\_(Lessee Initial) \_\_\_\_\_(Lessor Initial).

☐ Lessee acknowledges that they have inspected the premises prior to vacating with the Events Manager and was satisfied/not satisfied with its condition \_\_\_\_\_(Lessee Initial) \_\_\_\_\_(Lessor Initial).

### ATTACHMENT A

#### **RULES FOR RENTAL OF THE OMCAR AUDITORIUM FACILITY**

1. The security deposit and contract are required to reserve the facility. All rental fees are to be paid in full at least two (2) weeks prior to the event. \_\_\_\_\_ (Lessee Initial)
2. The time and date for setup must be arranged with the Events Manager. \_\_\_\_\_(Lessee Initial)
3. The lessee will have access to the building on the day of the event for the purpose of setting up and decorating up to three (3) hours prior to the start of the event. \_\_\_\_ (Lessee Initial)
4. The room is equipped with twenty (20) five-foot round tables, ten (10) six foot by two and half foot rectangle tables, one hundred twenty (120) chairs, one (1) bar and one (1) **stationary** 18-foot head table. All round and rectangle tables and chairs are to be arranged and moved by the Lessee. Lessee is responsible for moving tables back to the diagram positions. (See Event Manager for Diagram) There is a \$25.00 fee assessed to Lessee if tables and chairs are not moved back to the diagram position. \_\_\_\_\_(Lessee Initial)
5. **NO TAPE, NAILS OR STAPLES MAY BE USED ON THE WALLS, WINDOWS, OR TABLES. ALL DECORATIONS, PLANTS, DISHES, EQUIPMENT ETC. MUST BE REMOVED IMMEDIATELY FOLLOWING THE EVENT OR WITH SPECIAL ARRANGEMENTS MADE PRIOR TO THE EVENT WITH THE EVENT'S MANAGER.** \_\_\_\_\_(Lessee Initial)
6. No lit candles are permitted; only battery-operated candles are allowed. \_\_\_\_\_(Lessee Initial)
7. No confetti, beads, sequence or any such type of decorations may be used or placed on the tables. \_\_\_\_\_(Lessee Initial)
8. There is a separate list of guidelines for caterers, including the cleaning of kitchen/room on behalf of the Lessee. \_\_\_\_\_(Lessee Initial)
9. Lessee is responsible for all behavior or acts of all people acting for or on behalf of Lessee, including guests, caterers, musicians, DJs, etc. \_\_\_\_\_ (Lessee Initial)
10. Alcohol consumption (if any) is to be curtailed ½ hour before conclusion of event. No alcohol may be served to those less than 21 years of age. Alcohol cannot be sold without posting of appropriate permit. \_\_\_\_\_(Lessee Initial)
11. No food or drinks are permitted outside. \_\_\_\_\_ (Lessee Initial)
12. No rice, birdseed, confetti, sparklers etc. maybe used in the building or outside. \_\_\_\_\_ (Lessee Initial)

13. No decorations may be hung from the ceiling or window treatments. \_\_\_\_\_(Lessee Initial)

14. No event may last later than 11:00 PM. \_\_\_\_\_ (Lessee Initial)
15. All large or unusual equipment is to be delivered through the rear doors. \_\_\_\_\_(Lessee Initial)
16. Lessees should accommodate their vendors (musicians, waiters, waitresses, photographers, etc.) with tables in the auditorium. \_\_\_\_\_(Lessee Initial)
17. Table clothes/table skirts/chair covers must be provided by Lessee. \_\_\_\_\_(Lessee Initial)
18. The trees in the auditorium are not to be removed for any reason. \_\_\_\_\_(Lessee Initial)
19. The wall decorations may not be moved or removed for any reason. \_\_\_\_\_(Lessee Initial)
20. The 18-foot stationary head table cannot be moved for any reason. \_\_\_\_\_(Lessee Initial)
21. Children are to be always supervised. Rest rooms are not to be used as play areas. \_\_\_\_\_(Lessee Initial)
22. No sitting or standing on tables or chairs. \_\_\_\_\_(Lessee Initial)
23. To conserve energy, air conditioning/heat will be turned on and controlled by the Events Manager. **The thermostat will be set to 70 degrees and any tampering with the thermostat will result in the forfeiture of Lessee's deposit.** \_\_\_\_\_(Lessee Initial)
24. Lessee is responsible for providing OMCAR with proof of insurance (in the same name as the Lessee) and naming Lessor as insured at least two weeks prior to the event Lessee shall provide event insurance of at least \$1,000,000 general liability naming Ocala/Marion County Association of REALTORS®. Licensee is responsible for procuring all necessary permits and licenses, if any, required for use of the Venue for the Event, including any permit or license required in order to serve alcohol at the Venue for the Event. Licensee is responsible for ensuring that its servers serve alcohol to only those guests of Licensees that are 21 years of age and older. \_\_\_\_\_ (Lessee Initial).
25. No smoking is allowed in the building. \_\_\_\_\_(Lessee Initial)
26. No chewing gum is permitted. \_\_\_\_\_(Lessee Initial)
27. Park only in designated areas. \_\_\_\_\_(Lessee Initial)
28. The OMCAR office is open Monday-Friday from 8:00 a.m. till 5:00 p.m. \_\_\_\_\_(Lessee Initial)
29. There will be a \$75.00 fee assessed for any excess spills/food on the carpet. (Lessee Initial)

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Events Manager

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Lessee

## **ATTACHMENT B**

### **GUIDELINES FOR CATERERS USING THE OMCAR FACILITY**

1. There is use of one (1) double alto sham warming unit, use of ½ of commercial refrigerator, microwave oven, four (4) large trash cans, pail, mop, broom, dustpan etc.
2. We require you to bring your own supplies. We do not have pots, pans, dishes, utensils, small appliances or condiments.
3. We require you to bring your own cleaning supplies, such as paper towels, 55-gallon trash can liners, along with cleaner to wipe down all the countertops and cabinets.
4. We ask that you clean up any spills in the refrigerator, if you use them.
5. Ice bags can be kept in white stand-up freezer.
6. All garbage cans to be emptied at end of event and to be placed in the dumpster in bags, no loose food or liquids are to be placed in the dumpster.
7. Cups, garbage, etc. must be picked up from parking lot/portico area.
8. Any odd equipment needs to be approved by the Events Manager.
9. Any heavy or large equipment must be brought in through the rear entrance doors or the back kitchen entrance.
10. If you need something, please ask the Event's Manager for whatever it is. We will be more than happy to help you with anything we can.
11. You may need extension cords and trays, so please remember to bring them with you.
12. There is a \$50.00 fee assessed for failure to clean up the kitchen after the event. The Event's Manager will make a walkthrough of the kitchen prior to the caterer leaving.

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Events Manager

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Lessee

**THANK YOU**

## ATTACHMENT C

### AUDITORIUM AND EDUCATION ROOM RENTAL PRICING

#### OMCAR PRICING AUDITORIUM:

|          |                                                                              |
|----------|------------------------------------------------------------------------------|
| \$300.00 | Under 5 hours-During OMCAR office hours (M-F, 8:00 am-5:00 pm)               |
| \$350.00 | 5-8 Hours-During office hours (Monday through Friday, 8:00 am-5:00 pm)       |
| \$ N/C   | A/V Equipment during OMCAR office hours (M-F, 8:00 am-5:00 pm)               |
| \$550.00 | Room Rental Fee- Evenings or Weekends-9 hours total (includes covered patio) |
| \$500.00 | Damage Room Deposit due the date room is reserved.                           |

#### A/V EQUIPMENT

|          |                                                             |
|----------|-------------------------------------------------------------|
| \$150.00 | A/V Equipment rental – evenings or weekends                 |
| \$300.00 | A/V Equipment Damage Deposit due the date room is reserved. |

#### EDUCATION ROOM:

|                   |                                                                                  |
|-------------------|----------------------------------------------------------------------------------|
| \$50.00           | Under 5 Hours -During Office Hours (Monday through Friday 8:00 a.m. – 5:00 p.m.) |
| \$100.00          | 5-8 Hours - During Office Hours (Monday through Friday 8:00 a.m. – 5:00 p.m.)    |
| No Damage Deposit | Due During Office Hours                                                          |
| \$ N/C            | A/V Equipment during OMCAR office hours (M-F, 8:00 am-5:00 pm)                   |
| \$ N/C            | Broker Office Meeting                                                            |

#### NON-OMCAR MEMBER PRICING:

##### AUDITORIUM:

|          |                                                                                  |
|----------|----------------------------------------------------------------------------------|
| \$750.00 | Room Rental Fee Evenings or Weekends- 9 hours total (includes covered patio)     |
| \$500.00 | Damage Deposit due the date room is reserved.                                    |
| \$300.00 | Under Five (5) Hours Room Rental Fee during Office Hours (Monday-Friday 8am-5pm) |
| \$500.00 | 5-8 Hours-During Office Hours (Monday-Friday 8am-5pm)                            |
| \$500.00 | Damage Deposit due the date room is reserved                                     |

#### A/V EQUIPMENT

|          |                                                             |
|----------|-------------------------------------------------------------|
| \$150.00 | A/V Equipment rental – evenings or weekends                 |
| \$300.00 | A/V Equipment Damage Deposit due the date room is reserved. |

## **RULES FOR RENTING OMCAR EDUCATION ROOM**

1. All equipment must be turned off (lights work off sensor)
2. To conserve energy air conditioning/heat will be turned on and controlled by the Events Manager.  
**The thermostat will be set to 70 degrees and any tampering with the thermostat will result in the forfeiture of the Lessee's deposit.**
3. Tables and/or chairs must be moved back to their original position.
4. A/V Equipment (on Lectern) cannot be moved.
5. All garbage must be bagged and placed in the dumpster.
6. No smoking inside the building.
7. Park in designated parking spaces.
8. Wipe down all tables.