

The Woman's Club of Starke, Inc.  
PO Box 951  
Starke FL 32091

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**LEASE AGREEMENT**

**SECTION I: PARTIES**

The Woman's Club of Starke, Inc. of Starke, Florida, (TWCS), a Florida non-profit corporation, herein called the "Lessor" and \_\_\_\_\_

of \_\_\_\_\_, herein called the "Lessee".

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Driver License #: \_\_\_\_\_ Work Location: \_\_\_\_\_

**SECTION II: DESCRIPTION**

The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor, The Woman's Club of Starke, Inc. , Clubhouse located at 201 North Walnut Street, Starke, Florida, as presently constituted, hereinafter called the Premises, including its kitchen, back kitchen, sun room, parlor, main ballroom, stage, foyer, men's and women's bathrooms, porch and grounds.

**SECTION III: TERM**

The Premises are leased for a term to commence at \_\_\_\_\_ am/pm on \_\_\_\_\_, 20\_\_\_\_, and to end at \_\_\_\_\_ am/pm on \_\_\_\_\_, 20\_\_\_\_. A total of \_\_\_\_\_ hours.

**SECTION IV: RENT**

Rent is the sum of \$ \_\_\_\_\_ **Rent plus tax is due upon receipt of keys.**

Sales Tax of 7% is the sum of \$ \_\_\_\_\_

Total Rental is the sum of \$ \_\_\_\_\_

**A \$ \_\_\_\_\_ security deposit is due when lease agreement is signed.**

The non-refundable cleaning fee is \$ \_\_\_\_\_ for professional cleaning.

Hours exceeding the \_\_\_\_\_ contractual hours \_\_\_\_\_ cost \_\_\_\_\_.

**SECTION V: USE AND OCCUPANCY**

The lessee shall use and occupy the Premises for \_\_\_\_\_ for approximately \_\_\_\_\_ guests/participants, and for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose and may monitor the function. This agreement is NOT assignable by Lessee.

**SECTION VI: CARE AND REPAIR OF PREMISES**

Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances, and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulation of the federal, state and municipal governments or any of their departments. The Rental fees are incorporated as though fully set forth herein and the Lessee shall abide by them.

**SECTION VII: ALTERATIONS, ADDITIONS OR IMPROVEMENTS**

Lessee shall not, without first obtaining the written consent of the Lessor, make alternations, additions, or improvements in, to, or on and about the Premises, including existing decoration. Furniture may be moved. The piano shall not be moved.

**SECTION VIII: INSURANCE**

The Lessor **DOES NOT** provide Lessee liability insurance to protect organizations or individuals who act as sponsors of functions held at the Premises. Organizations or individuals who sponsor activities at the Premises will be held liable for any accident or injury that may occur. Lessee agrees to hold Lessor harmless in the event accident or injury may occur. Lessor is **NOT** responsible for loss or theft of personal property belonging to Lessee.

**SECTION IX: ACCUMULATION OF WASTE AND REFUSE MATTER**

Lessee shall not permit the accumulation of waste or refuse matter on the leased Premises or anywhere in or near the building, except designated areas.

**SECTION X: COMPLIANCE WITH RULES AND REGULATIONS**

Lessee shall observe and comply with the rules and regulations hereinafter set forth, which are made part hereof, and with such further reasonable rules and regulations as Lessor may prescribe, on written notice to Lessee for the safety, care and cleanliness of the building and the comfort, quiet and convenience of the neighborhood.

**SECTION XI: ELECTRICITY AND APPLIANCES**

Lessor shall furnish Lessee electricity for the Premises herein leased. Appliances and/or machinery may be provided but are **NOT** warranted by Lessor. Lessee shall turn off all electric items prior to leaving the building.

**SECTION XII: WATER**

Lessor shall furnish water for lavatory, kitchen sink, and dishwasher purposes.

**SECTION XIII: CLEANING**

The Lessee shall leave the leased Premises in clean order prior to the termination of the Lease. The Premises shall be inspected by representatives of the Lessor and Lessee before refund of the security deposit hereinafter referred to in Section XV.

**SECTION XIV: NO WAIVER OF COVENANTS OR CONDITIONS**

The failure of either party to insist on strict performance of any contract or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance.

**SECTION XV: DEPOSIT**

The Lessee shall deposit with the Lessor on the signing of the lease application the sum of \$\_\_\_\_\_ as security for the performance of the Lessee's obligations under this agreement, including without limitations, the surrender of possession of the Premises to Lessor as herein provided. Lease reservations must be canceled three (3) weeks prior to the date of the function in order to receive a deposit fee refund.

**SECTION XVI: RIGHT TO CURE LESSEE'S BREACH**

If Lessee breaches any covenant or condition of this Lease, Lessor may on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of the Lessee. The reasonable amount of all expenses, including attorney's fees, incurred by the Lessor in so doing (whether paid by Lessor or not) shall be deemed additional payable expenses on demand.

**SECTION XVII: NO OTHER REPRESENTATIONS**

No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the part making such representations or promises.

**SECTION XVIII: QUIET ENJOYMENT**

Lessor covenants that if, and so long as, Lessee pays the rent, and any additional rent as herein provided, and performs the covenants herein, Lessee shall peaceably and quietly, have, hold, and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.

**SECTION XIX: WAIVER OF JURY TRIAL**

To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the Premises. Venue shall be in Bradford County Florida, and the prevailing party shall be entitled to reasonable fees and costs.

**SECTION XX: SECTION HEADINGS**

The section headings in this lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

***THIS FOUR (4) PAGE AGREEMENT INCLUDING THE TWO (2) PAGE HOUSE RULES FOR RENTERS, WHICH IS INCORPORATED BY REFERENCE, WERE EXECUTED AT STARKE, BRADFORD COUNTY, FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.***

Executed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessor for THE WOMAN'S CLUB OF STARKE, INC.

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessee

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_