



Facility Rental Agreement

This contract for the rental of a venue is made this day, _____, by and between KODY Foundation, Inc., hereafter referred to as the Owner, and _____, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 7550 Holley Wood Road, Panama City Beach, Florida 32408 and known as KODY Float Barn & Event Center, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

- Rental Rate:** The total rental rate for Renter's use of the facility is \$ _____. Renter shall make a deposit in the amount of \$ _____ no later than _____ (30 days before the commencement of the rental period). The deposit is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. The balance of the rental fee shall be paid at, or prior to, the commencement of the rental period.
- Rental Period:** The Renter shall have access to and use of the venue from _____ AM/PM on _____, 20____, to _____ AM/PM on _____, 20____, for the purpose of hosting the Renter's _____ event. Owner shall provide to Renter access to the facility within these hours to allow for set up and clean up.
- Rental Space:** Renter is only being provided the event space in Owner's facility, which shall include the event room, restrooms, bar area and rear deck, along with ingress and egress through Owner's building to access such event room. Renter, along with their guests, shall not wander through the warehouse area of Owner's building or climb on any of the floats in the warehouse area.
- Tables and Chairs:** As part of Renter's rental of the facility, Owner shall provide Renter tables and chairs to be used for the event. Renter requests that _____ tables and _____ chairs be set up for Renter's event. Owner is not providing any linens, flatware, silverware or any other items for Renter's event, and these shall be solely Renter's responsibility.
- Clean Up/Cleaning Fee:** Cleaning fee is included in total rental cost. And Renter is not required to sweep, mop or clean the restrooms after the event. But Renter shall remove all trash, personal property, and decorations they brought in (placing all trash/debris into dumpster).

6. **Bar/Bartenders:** _____ (check if applicable) Renter desires to serve alcoholic beverages as part of Renter's event at the facility. For this service, Owner shall provide _____ (#) of bartenders to serve at Renter's event. Renter shall pay (*exclusive of any tips*) a fee of \$_____ for the bartender(s) for the event.
7. **Default.** In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 10 % per year until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.
8. **Responsibility.** Renter understands and agrees that Owner is just providing access to, and a venue for, Renter's event and if selected in #4 above, Bartender(s) for service of alcoholic beverages. Accordingly, Renter understands that Owner is not providing security or other personnel or services to monitor, supervise or otherwise run Renter's event. Renter shall be solely responsible for such and agrees to monitor all guests at the event.
9. **Termination.** Owner reserves the right to terminate this Rental Agreement and Renter's use of the space should Renter or Renter's guests' behavior or actions, in the opinion of Owner, constitute a nuisance, cause damage to property, or lead to the causation of property damage or injury.
10. **Liability.** Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue. Renter, on their behalf, and on behalf of their guests, hereby waives any claims for injuries or damages suffered by Renter or Renter's guests, suffered while at Owner's property to the fullest extent permitted by law. Renter shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue. If Renter is an organization, Renter shall provide Owner a copy of any liability insurance policy that Renter has in effect.
11. **Disputes.** Any disputes arising under this contract shall be adjudicated in Bay County, Florida. This agreement and any disputes relating thereto shall be subject to applicable Florida law.
12. **Renter's Point of Contact:** Name _____
Phone Number _____
Email Address _____
13. **Owner's Point of Contact:** Name _____
Phone Number _____
Email Address _____

On behalf of:

KODY Foundation, Inc.
1537 Jenks Avenue
Panama City, FL 32405

<https://kreweofdominiqueyoux.com/activity-room-rental/>

In witness of their understanding of, and agreement to, the terms and conditions herein contained, the parties affix their signatures below;

Renter's Signature, date	Owner's Signature, date
Printed Name	Printed Name
Address	Address
City, State, Zip Code	City, State, Zip Code