



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, FL 32408** and known as **KODY 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:

1. **Rental Period:** The Renter shall have access to and use of the venue as follows:

- **Setup:** _____ AM/PM on _____, to _____ AM/PM on _____,
- **Event:** _____ AM/PM on _____, to _____ AM/PM on _____,

Total expected attendance will be _____ people.

2. **Rental Rate:** The rental rate for use of the "Percival's Lair" room is _____. Renter is being provided event space in Owner's facility which shall include the event room, restrooms, bar area and back deck, along with ingress and egress through Owner's building to access the event room. Renter, along with their guests, shall not wander through the warehouse area of Owner's building (where the parade floats are stored), or climb on any of the floats in the warehouse area. Renter shall not hang items on the walls of event center, as it will damage the walls. Chaperones are required for all school events, and non-school events where minors will be present.

3. **Initial Payment.** Renter shall provide a Security Deposit with the signed contract. Cancellations before 10-days-out will be fully refunded (minus a \$100 cancellation fee). Cancellations less than 10-days-out will not qualify for a refund. The balance of the rental fee due shall be paid at, or prior to, the commencement of the rental period.

4. **Security Deposit:** The security deposit amount required is **\$300.00**. This deposit will be refunded if there are no damages or missing items and the facilities are left

reasonably clean & clear of trash and renter's personal property. A cleaning fee is included in the total rental cost. Renter is not required to sweep, mop or clean the restrooms after the event. Renter shall remove all trash, personal property, and decorations brought in (placing all trash/debris into the dumpster). Renter shall leave the sink and general bar area clean and free from any food or drink debris. Renter's removal of decorations, supplies & trash/debris shall be performed same-day of event. The deposit will be refunded within **5** business days of event (if renter qualifies), pending outcome of a post-event inspection by owner.

5. **Bar Service:** _____ (check if applicable) Renter desires to serve alcoholic beverages as part of Renter's event at the facility. Owner shall provide _____ (#) bartenders at the rate of \$ _____ per bartender to serve at Renter's event. Renter shall pay (exclusive of any tips) a total fee of \$ _____ for the bartender(s) for the event. All alcoholic beverages must be purchased from our on-site bar, and there are two options:

- **CASH BAR.** Cash bar service will provide all drink options (liquor, beer, wine & soda). All non-Krewe members must have a Temporary Membership to purchase & consume alcohol on premises (*forms are available at the bar*).
- **OPEN BAR.** All basic drink options will be available (well-drink liquors only, name-brand beers & standard wine options). For non-Krewe members, a flat rate of **\$30/person** shall apply, multiplied by _____ attendees, for a total charge of _____ (minimum \$700). If facility is rented by a Krewe member in good standing, then this rate shall be **\$25/person**. Open Bar fee must be paid on head count in attendance (even if some guests are not drinking alcohol).

Renter may not bring any alcoholic drinks in from the outside.

6. **Caterer:**

- **OUTSIDE CATERER.** () check if applicable. If you select this option, there is a flat fee of **\$50** for using your own caterer.
- **INSIDE CATERER.** () check if applicable. We have several vendors to choose from, when selecting the "Caterer Provided" option.

Paparazzi Pizza

Vittles Catering (Po Folks & Triple J's)

Sonny's BBQ

Dat Cajun Place

Beef O'Brady's

Patches

We will need the contact information for your caterer. Please provide the following:

Business Name _____

Business Address _____

Business City/State/Zip _____

Contact Person _____

Phone Number _____

Email Address _____

7. **Tables and Chairs:** As part of the rental of the facility, Owner shall provide tables and chairs to be used for the event. Renter requests the following be set up for Renter's event;

- _____ Rectangular (8') tables
- _____ Rectangular (6') tables
- _____ Round low tables (5' diam) tables - sitting
- _____ Round high-top Cocktail tables – standing
- _____ Chairs (inside the event room)
- _____ Chairs (on back deck)

8. **Linen Service:** We will provide tablecloths at a set price of **\$10.00** per table. Renter has two options for tablecloths, check one () white, or () black. Renter requests that the following number of tables be set with tablecloths _____, which totals \$ _____. Owner will be responsible for all costs associated with cleaning the linens after use.

9. **Stage for Band.** Owner shall provide stage sections that are 6' x 8' floor dimensions, at the rate of **\$ 50 per section**. We have 6 sections available. Renter requests that _____ number of sections be set up for their event. The total amount for Stage setups is \$ _____

10. **D.J. Service:** _____ (check if applicable) Renter desires to have a Disc Jockey work the event.

11. **Audio/Video Requirements.** Owner will provide access to our stereo system, which Renter may use to play their own music. Owner may also provide access to our 8 big screen TV monitors. Menu options can be displayed on the two smaller monitors at the bar. These are included in the price of rental.

12. **Responsibility.** Renter understands and agrees that Owner is only providing access to, and a venue for, Renter's event and if selected in #5 above, Bartender(s) for service of alcoholic beverages. Renter understands 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.

13. **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.
14. **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, 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 may require a copy of liability insurance or evidence of insurance coverage.
15. **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.

SUMMARY OF ALL CHARGES

	Quantity	Amount	
Room Rental	_____	_____	Rental Rates:
Bartenders	_____	_____	Guest \$700.00
Open Bar option	_____	_____	KODY Member \$500.00
Outside Caterer	_____	_____	Non-Profit* \$300.00
Linens/Tablecloths	_____	_____	Must submit 501(c) documentation with signed Rental Agreement.
Stage Sections	_____	_____	
TOTAL Rent & all Charges	_____	_____	
Security Deposit (Subject to Refund.)	_____	_____	
Net Amount Due	_____	_____	

Renter's Point of Contact:

Name _____

Phone Number _____

Email Address _____

Owner's Point of Contact:

Name _____

Phone Number _____

Email Address _____

acting on behalf of: KODY Foundation, Inc. and/or Krewe of Dominique Youx

Mailing Address:

KODY Foundation, Inc.
Barataria Bay
7550 Holley Wood Road
Panama City Beach, FL 32408

Physical Address:

Krewe of Dominique Youx
Barataria Bay
7550 Holley Wood Road
Panama City Beach, FL 32408

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	7550 Holley Wood Road
City, State, Zip Code	Panama City Beach, FL 32408