

THE PINES AT WINDERMERE RECREATIONAL FACILITY RENTAL AGREEMENT

GENERAL PROVISIONS

- The Orlando Utilities Commission shall also be referred to "OUC" or "Licensor."
- The "Property" known as the "Pines at Windermere" is located at 3409 Maguire Road, Windermere, Florida 34786. The building(s) available for rent under this Agreement shall be referred to as the "Facilities" and are located on the Property. The amenities available hereunder are described on the face of this Agreement and are located on the Property. Whenever the term "Full Facility" is used herein it shall refer to all Facilities and the amenities herein described.
- Licensee shall not injure nor mar, nor in any manner deface the Facilities or the Property and shall not cause or permit to be driven nails, hooks, tacks or screws into any part of any of the Facilities herein reserved and will not make or permit to be made any alteration of any kind therein. **If the Licensee causes damage to any of the Facilities or the Property, Licensee shall be responsible and be billed for those damages.**
- Licensee will permit no chairs, tables or movable seats to be or remain in the passageways, and will keep said passageways clear at all times.
- Licensee shall not admit to any of the Facilities a larger number of persons than the seating capacity thereof will accommodate.
- Licensee shall not perform or permit any of its guests, invitees or sub-licensees to perform any disorderly conduct or commit any nuisance on Licensor's Property or to use said property in any way so as to interfere with the exercise of the use by the Licensor or other licensees of privileges which the licensor may give them in said property.
- OUC reserves the right through its designated employees, agents, or representatives to remove or cause for the removal of any objectionable person or persons using abrasive language from said Facilities or Property, and upon the exercise of this authority the Licensee hereby waives any right and all claim for damages against Licensor subject to the foregoing privileges reserved by Licensor and subject to the other provisions of this agreement.
- The name of Licensor, "Orlando Utilities Commission" and/or OUC - The *Reliable One* ®, shall not be used in promoting any outside event(s). The Licensor's name(s) cannot be used to encourage participation or appear to endorse the event(s) at any of the Facilities or the Property. Licensee may not use any of Licensor's logos without OUC's prior approval, which may be granted in Licensor's sole discretion.
- No pets shall be allowed at any time.
- No firearms or weapons, as may be prohibited by law, will be permitted in any of the Facilities or the Property.
- If alcohol will be served at the event, an off-duty police officer will be required on premises at the expense of the Licensee.
- All items left on the premises will be deemed to be trash, and Licensor may remove it to the dumpster.
- Use of boat ramp is not included in rental of Facility/Property. All attendees must use the public boat ramp.

INDEMNIFICATION

- The Licensee shall take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, and/or loss to, all persons and property in the Facility or Facilities (as applicable) or in the Licensor's Property. The Licensee shall comply with all federal, state, and local laws, ordinances, regulations, rules, and mandates when using the Licensor's Property, Facility or Facilities, as applicable. Licensor shall not be responsible for any damage or injury that may happen to the Licensee or to the invitees, agents, servants, employees, or property of the Licensee and the said Licensee hereby covenants and agrees to indemnify and save harmless licensor, its officer, agents and employees from and against any and all liability, claims, damages, expenses, fees, penalties, suits and actions including attorney's fees of any kind and nature arising or growing out of in any way connected with the use of any Facilities or the Licensor's Property pursuant to this whether by act or omission of OUC and/or others.

TRANSFER OF RIGHTS/LICENSOR'S TERMINATION RIGHTS

- Licensee shall not assign, transfer, sublease or resell the rights granted under this Agreement without prior consent in writing of Licensor. The assignment, transfer, sublease or resale by Licensee of the rights granted under this agreement, without written consent of Licensor, shall constitute a default of Licensee's obligations and, notwithstanding any other provision of this Agreement, Licensor may at any time and in its sole discretion forthwith terminate this or any permit issued hereunder for Licensee's failure to abide by the terms of this Agreement or for Licensor's convenience. Where control of Licensee is transferred, whether by sale of stock or otherwise, Licensee shall promptly notify Licensor in writing. Failure of Licensee to give such notice shall be cause for termination of this agreement, at the option of Licensor, as provided above in this paragraph.

SECURITY

- Security for each event is the responsibility of the Licensee. Licensor does not provide security. Licensee is also responsible for the set-up of their event. Licensor shall not be responsible for theft, accidents or damage to personal property.

FEES AND DEPOSITS

- All fees are due and payable as stated on this Agreement.

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- Security deposit is 100% refunded provided no damage is found to the facility after the event. An inspection of the facility will be conducted by Licensor or their designated agent.

CANCELLATION

- In addition to any termination rights herein, this Agreement may be canceled by Licensor whenever, in Licensor's sole discretion, the proposed event presents an unreasonable danger to the public health or safety or endangers the property.

SIGNAGE

- All signs, posters, banners, etc. must be approved through the OUC Community Relations Department which will obtain any applicable permits for signs from the town of Windermere.

COLLECTION FEES

- Licensee agrees to pay all costs incurred by OUC including but not limited to reasonable attorney's fees, court costs and expenses, should OUC employ an attorney to collect any amounts due hereunder.

INTEREST CHARGES

- One and one half percent (1-1/2%) interest per month will be charged on all past due invoices.

By signing this Facility Rental Agreement (the "Agreement"), the Licensee acknowledges, having read and comprehended this Agreement, and understands that this Agreement is binding on both parties hereto.

LICENSEE:

Signature _____

Print Name _____

Title _____

Organization _____

Phone _____

Date Signed _____

LICENSOR:

Signature _____

Print Name _____

Title _____

Organization _____

Date Signed _____

Contact Information

Orlando Utilities Commission
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