



8602 Temple Terrace Highway  
Suite D-36  
Tampa, Florida 33637  
813-610-4803  
850-766-0994

### **Facility Rental Contract**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, by and between MMFitness (herein referred to as "Gym") and \_\_\_\_\_ (herein referred to as "User").

**1. Premises and Rates:** The Gym hereby agrees to make available to User for the exclusive use of User, the gym facility and equipment at the time and date(s) and for the purpose(s) indicated at the following rates:

Purpose:

\_\_\_\_\_

Rental Date (s):

\_\_\_\_\_

Rental Time (s):

\_\_\_\_\_

\_\_\_\_ hours @ \_\_\_\_\_ per hour = \_\_\_\_\_

\_\_\_\_ days @ \_\_\_\_\_ per day = \_\_\_\_\_

\_\_\_\_ weeks @ \_\_\_\_\_ per week = \_\_\_\_\_

\_\_\_\_ months @ \_\_\_\_\_ per month = \_\_\_\_\_

\_\_\_\_\_ **Total Payment Due**

**2. Payments:** Payment in full is required with the return of this contract for rental within 15 days from the date of the contract. For rental with dates more than 15 days from the date of the contract a deposit of 50% \$\_\_\_\_\_ is required with the return of this contract to confirm the rental dates/ times. Also due with the return of the contract is evidence of insurance coverage described within section 7E. The balance of the total cost will be due in full 24 hours prior to date of rental.

### **3. Cancellation:**

- A. After approval is given, the Gym may terminate this Agreement (in its entirety, or as to any time, date or facility) in its sole discretion up- to one month prior to the first date in Section 1 (B). After one month (30 days), the Gym may terminate this Agreement only for good excuse. Upon such termination, and absent any default by User, all deposits shall be refunded to User less expenses incurred by the Gym in preparation of the Facilities for User prior to such termination; provided that if the termination is only partial, User shall be entitled to only a partial refund in an amount to be determined by the Gym in its sole discretion.
- B. User may terminate this Agreement at any time prior to seven (7) days in advance of the first date in Section 1 (B) in which case User shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by the Gym in preparation of the Facilities for User and (ii) a cancellation fee of 25% total agreed payment due.

**4. Default:** If User shall at any time be in default under the terms of this Agreement, the Gym shall have the right to terminate this Agreement, forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of any deposits of fees hereunder.

**5. Use Restrictions:** The following restrictions shall apply to the User's of the Facilities:

- A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for User to set-up, tear down and remove equipment provided must be budgeted as part of the rental contract, Section 1 hereof. User will reimburse the Gym for any overtime compensation it is required to pay its staff during such additional time.
- B. User shall have the use of the Facilities only for the purposes herein.
- C. User specifically agrees not to nail, tape or screw anything to the floor or walls of the Facility and shall be responsible for any and all damage to the Facility and to the Gym's personal property therein, or to the property of any third person which is on loan to the Gym, caused by the acts of User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and User further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generate by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with scheduled cleanup will result in a cleaning charge of \$25.00 per hour.
- D. The Gym reserves the right to provide all merchandise concessions, if any, in connection with the usage of the Facilities hereunder, Consumption or carrying of food and beverages shall be allowed only in the Front Lobby and only for the designated hours of the event. The City of Tampa Noise Ordinance shall be abided by for any outside activities, playing of music, or other noisy activities. Smoking is not permitted in any area of the building.
- E. User shall indemnify and hold the Gym harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with User's use of the Facilities, provided the Gym promptly notifies User of such claims, damages,

- expenses, losses or suits and cooperates fully with the defense thereof. Any use of the Facilities involving a danger or risk determined by the Gym in its sole discretion, shall be covered by liability and property damage insurance provided by User, at User's sole cost and expense and endorsed for the benefit of the Gym, with insurance companies acceptable to the Gym. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall not be less than \$1,000,000 for each occurrence. User will provide the Gym with evidence acceptable to the Gym that such insurance has been obtained and will cover User's event at least seven (7) days prior to the first date set forth in Section 1, hereof.
- F. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of their departments or bureaus, applicable to User's use of the Facilities, including without limitation, obtaining any necessary licenses and the payment of all sales, use and taxes or fees.
  - G. User is responsible for the safety and good order of all equipment and other property owned by the Gym and/or being displayed at the Gym's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function, class or session whether or not invited.
  - H. Children are not permitted in the Gym unless supervised by an adult.
  - I. The Gym reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers or agents, the User hereby waves any right or claim for damages against the Gym or any of its employees, officers or agents.
  - J. The Gym assumes no responsibility for equipment supplied by User or another party. The Gym reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.
  - K. The Gym reserves the right to review all copies and approve all forms of advertising or publicity in which the Gym's name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and User agrees to indemnify and hold the Gym harmless from and against any claims to the contrary.
  - L. User agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any portion of the Facility without written permission of the Gym. Should written permission of Gym be obtained for the erection, posting, placing, or affixing of any sign, advertisement, poster, show bills, lithographs, or cards, the said erecting affixing, etc. shall be supervised by the Facilities Rental Coordinator. If this covenant is in any way violated by User the Gym retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.
  - M. All of User's property will be removed from the Gym by User at the termination of User's use of the Facilities. If User's property is not removed as provided herein, the Gym will have the right to cause such property to be removed at the expense of the User.
  - N. User shall comply with all rules and restrictions that may be prescribed by the Gym for the purpose of maintaining the safety, care, good order and cleanliness of the Gym's premises, equipment and property displayed thereon.

- O. Those matters not herein expressly provided for shall be decided by the Gym and/or its representatives or agents and such decisions shall be binding upon the User.
- P. Special Needs:

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**6. Assignment:** User shall not assign this Agreement without prior written consent of the Gym.

**7. Notices:** All notices to the Gym shall be deemed to have been adequately and timely given when received in writing by the Gym’s Executive Director, Chairman, Board of Trustees or by the Facilities Rental Coordinator.

**8. Miscellaneous:** This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Florida. The officer or representative of User executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of User and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.

**IN WITNESS THEREOF,** the parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
MMFitness Representative

\_\_\_\_\_  
User

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

