HALL RENTAL AGREEMENT

THIS HALL RENTAL AGREEMENT ("Agreem	ent" or License") is made as of this day or by and between, DELRAY BEACH POLICE
BENEVOLENT ASSOCIATION, INC. OF DELF	
corporation (hereinafter called "Licensor") whose	
FL 33424; and,	
RENTER (#1) NAME:PRINT FULL LE	CAL NAME ADOVE
PRINT FULL LE	GAL NAME ABOVE
CELL PHONE NUMBER:	
E MAIL ADDDESS.	
MAILING ADDRESS:	
MINITERING REPORTEDS:	
RENTER (#2) NAME:	GAL NAME ABOVE
PRINT FULL LEG	JAL NAME ABOVE
CELL PHONE NUMBER:	
RENTAL EVENT DATE:	
RENTAL EVENT TIME: FROM	10
RENTAL EVENT PURPOSE:	
NUMBER OF ATTNEDEES:	
RENTAL FEE: \$	(For 2025 – Standard is \$2,000)
CLEANING FEE	(F) 4045 C() 1 (4450)
CLEANING FEE: \$	(For 2025 – Standard is \$250)
RENTAL FEE & CLEANING FEE IS DUE 72 I	HOURS PRIOR TO THE EVENT
REFUNDABLE RENTAL DEPOSIT: \$	(For 2025 – Standard is \$500)
REFUNDABLE RENTAL DEPOSIT IS DUE A	T SIGNING (TO SAVE THE DATE)
TOTAL AMOUNT MUST BE DELIVERED BE	CEODE THE EXTENT O
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RECITALS:

- A. Licensor is the ground lessee of that certain real property located at 1025 Mission Hill Road, Boynton Beach, Florida 33435 (the "**Property**") upon which there exists a Building inside of which is an Event Hall and a Shooting Range.
- B. Renter desires to license the use of the Event Hall (only) inside the Building located at the Property on a temporary and non-permanent basis pursuant to the terms and conditions set forth herein. Renter and guests and invitees shall not use or enter upon the Shooting Range inside the Building located at the Property, whatsoever (the Shooting Range is not intended to be included in this Agreement and is to be locked at all times during the Renter's use of the Event Hall). Renter and guests and invitees shall not use or enter upon the sheds, out buildings, barns, and/or BBQ pits located at the Property, whatever. Renter acknowledges and agrees that the Event Hall and Property are under constant video camera surveillance and hereby agree and consent to such surveillance and recording at all times. Licensor may monitor and observe and record the Rental Event at all times to ensure compliance with the terms and conditions of this Agreement. Renter shall immediately comply with all requests, instructions, demands and commands received from Licensor.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby on the terms hereof effective as of the date hereof, notwithstanding anything to the contrary contained therein agree as follows:

- 1. **RECITALS**. The recitals set forth above are true and correct and incorporated herein.
- 2. <u>LICENSE</u>. Licensor hereby grants Renter a revocable limited license to use the Event Hall only inside the Building located at the Property solely for Renter and Renter's personal invitees and guests and solely for the above stated Rental Event Purpose, and for no other purpose or use whatsoever. Licensor grants Renter a revocable limited license for ingress and egress through the parking area and Property reasonably necessary to access the Event Hall, subject to Licensor's temporary closure for maintenance and repair and emergency events which causes the Licensor to limit access to Renter.

The Rental Event shall only occur within the Rental Event Time set forth above. The Rental Event shall promptly conclude and cease (music turned off) at the end of the agreed upon Rental Event Time and Renter's personal invitees and guests shall promptly and immediately vacate the Rental Hall and Property at such time. Licensor may turn off the electricity to the Event Hall at the end of the agreed upon Rental Event Time. Violation of this or any other provision may result in Licensor retaining the Refundable Rental Deposit in whole or in part in Licensor's sole discretion.

Notwithstanding anything to the contrary set forth here, Renter may be permitted into the Property and Event Hall at least **two (2) hours prior** to the scheduled Rental Event Time to set up and decorate in accordance with the terms and conditions set forth in this Agreement.

Decorating will be permitted inside the Event Hall on the Rental Date and must be complexly removed from the Event Hall on the Rental Date, without damage to the Event Hall and/or Property. In regards to decorating inside the Event Hall, Renter shall not use any nails, tacks, screws, push pins, staples, adhesives, glues, hot glue, paint, markers, and/or any other materials whatsoever. Renter shall only use string, thread, fishing line, masking tape, painters' tape, and/or scotch tape to affix decorations to the

walls inside the Event Hall. Renter may not decorate the ceiling or ceiling tiles. Ceiling tiles shall not be decorated or touched or moved or altered in any manner. All decorations must be carefully removed at the expiration of the Rental Event Time. Any and all damage to the Event Hall (including walls and ceiling tiles) resulting from Renter and/or decorating shall be reimbursed by Renter, including, but not limited to, deduction in whole or in part and/or forfeiture of the Refundable Rental Deposit.

Notwithstanding anything to the contrary set forth herein, Renter must be fully shut down, vacated, cleaned up, undecorated, trash discarded in plastic bags and placed into the dumpster, and completely vacated and off the Property within **one** (1) hour after the end of the scheduled Rental Event Time set forth above.

Renter shall not cook inside the Event Hall and shall not use any cooking appliances, including, any stoves, ovens, and/or microwaves located in the Event Hall. Renter may utilize the sinks, refrigerators and freezers located in the Event Hall. No fire, charcoal, lighter fluid, BBQ grills or fireworks are permitted on the Property and/or inside the Event Hall and shall not be used by Renter.

Violation of any provision, term or condition of this Agreement shall result in the immediate termination and revocation of this Agreement, upon which Renter and Renter's personal invitees and guests shall immediately and peacefully vacate and leave the Event Hall and Property (failure to do so will result in law enforcement being dispatched to trespass and remove Renter and Renter's personal invitees and guests from the Event Hall and Property).

- 3. **RENTAL FEE AND CLEANING FEE**. Renter shall pay Licensor a "Rental Fee" and "Cleaning Fee" in the amount sets forth above, plus applicable sales tax, if any, upon execution of this Agreement. The Rental Fee and Cleaning Fee are non-refundable. The Rental Fee and Cleaning Fee or any portion thereof may (not shall) be returned to Renter in the event of a cancelation due to an emergency, in Licensor's sole and absolute discretion, or Licensor may provide the Renter with an alternate rental event date in the future, on a case-by-case basis.
- 4. **REFUNDABLE RENTAL DEPOSIT**. Renter shall pay Licensor a "Refundable Rental Deposit" in the amount set forth above, upon execution of this Agreement, as security for the performance by Renter of all its terms, conditions, and obligations under this Agreement, including timely vacation from the Event Hall and Property and cleanup. Landlord may use, retain and/or apply all or any part of the Refundable Rental Deposit to cure any default by Renter under this Agreement without notice to Tenant, including Renter's failure to timely start or cease the event at the agreed upon time set forth above, failure to timely vacate the Event Hall and/or Property, and / or failure to properly cleanup. Licensor shall inspect the Event Hall and Property after the Rental Date to confirm Renter's full compliance with this Agreement and Renters agreed upon obligations set forth herein. If Renter fully complies with all obligations, terms and conditions of this Agreement, including timely shut down of the event, timely vacation from the Event Hall and Property by the time agreed upon above and proper broom / clean cleanup, the Rental Deposit or any balance thereof, may be returned to Renter within a reasonable time after the Rental Date and after inspection by Licensor, in Licensor's sole and absolute discretion, on a case-by-case basis.
- 5. **TERMS AND CONDITIONS.** Renter's use of the Event Hall and Property is subject to and conditioned upon the following terms and conditions:
- (i) Renter, at its sole cost and expense agrees to maintain, clean up (including sweeping and mopping all floors inside the Event Hall) and remove of any and all trash, garbage, materials, decorations, food, beverages, cups, cans, bottles, and any other items of debris caused by or arising out of Renter's use of the Event Hall and Property (including the parking area), including the kitchen and restrooms (Renter

- shall reimburse Licensor upon demand in writing for any and all such costs and expenses incurred by Licensor if Renter fails to do so). All such trash, garbage and debris shall be placed into plastic garbage bags, then tied closed and disposed into the trash dumpster on the East side of the Property;
- (ii) Renter, at its sole cost and expense agrees to comply with and abide by all applicable laws, codes, ordinances, statutes, and governmental regulations, including, but not limited to noise ordinances and nuisance laws and liquor and alcohol laws (no person under the age of twenty-one (21) years old shall be permitted to consume any alcohol on, about, or upon the Event Hall or Property, whatsoever);
- (iii) Renter shall not take, use, destroy, deface, or remove any fixtures, equipment, furnishings, furniture, or personal property belonging to anyone other than the Renter;
- (iv) Licensor has made no representations or warranties with respect to the Event Hall and/or Property, other than as expressly set forth in this Agreement, Renter otherwise takes the Event Hall and Property as-is, where-is;
- (v) Licensor reserves the right at any time to alter ingress, egress and/or configuration of the Event Hall and/or Property including parking areas;
- (vi) Licensor has no obligation to provide any parking attendant or valet or any security personnel or cameras whatsoever and Licensor shall have no liability whatsoever on account of any loss, theft, vandalism, and/or damage to any person and/or vehicle or the contents or personal property thereof, Renter and its guests and invitees hereby agreeing to solely bear all risks of damage and risks of loss for same, and Renter shall indemnify and hold harmless Licensor from any and all claims and losses;
- (vii) Renter may not use the Event Hall, parking area, or Property for any profit making venture and may not sell any item (including food, beverage, and/or alcohol) (Renter may not charge any fees, costs, or seek compensation from its guests and invitees), business, or affair;
- (viii) Renter shall not release or discard any substance, liquid, and/or chemical on or about the parking area, Event Hall, and/or Property;
- (ix) No person, including Renter, shall reside, stay in, sleep in the Event Hall or Property;
- (x) Renter shall not permit any other entity, individual, group, and/or business to use, occupy, possess, and/or transact business in the Event Hall or on the Property;
- (xi) Renter shall not engage in any gambling or illegal activity and shall not sell any lottery tickets or engage in games of chance of any kind;
- (xii) Renter will not use or permit the Event Hall or Property to be used or occupied for any purpose or in any manner that may cause or tend to cause demonstrations, riots, picketing, or impair the reputation of the Licensor or allow the Event Hall or Property to be used for any improper, immoral, unlawful, pornographic, sexually explicit, or objectionable purpose or that may invalidate or void Licensor's insurance;
- (xiii) Renter covenants and agrees that it will conduct its use and activities and control its invitees and guests in such a manner as not to create any nuisance or interfere with, annoy, harass, burden, or disturb any other neighbor, person, community, or occupant of any property near, adjacent, surrounding, or around the Event Hall and Property;
- (xiv) no fire, flammable substances, and/or hazardous substances may be brought upon the Event Hall or Property or used at any time;
- (xv) no smoking, burning, and / or vaping of any type of any material may occur inside the Event Hall;
- (xvi) no drugs or illegal substances may be brought upon the Event Hall or Property or used by any person, guest, and/or invitee upon the Event Hall or Property, whatsoever.
- (xvii) Renter shall timely comply with any and all reasonable requests, instructions, and/or demands made by Licensor, including members of Licensor's Board of Directors and/or Officers.
- (xviii) Children / minors / kids / anyone under the age of 18 years old shall be accompanied by an adult and shall be fully supervised at all times while on the Property.
- (xix) No pets or animals allowed upon the Event Hall or Property.

- 6. NO NUISANCE Renter covenants and agrees to use the Event Hall in a manner so that no music, speakers, audio, bass, vibrations, sounds, or other noises shall emanate or otherwise be audible outside the Event Hall. Renter covenants to use the Event Hall in a manner so that no smoke, cigarette, pipe, cigar, vape, objectionable or offense smell, or other odors shall emanate or otherwise be recognizable or identifiable inside or outside the Event Hall. In addition to any and all other rights and remedies available to Licensor under this Agreement, Renter shall at its sole cost and expense promptly, upon its receipt of oral or written notice from Licensor as to any such violation hereof and/or disturbance, and at its sole cost and expense, take all necessary actions to remedy such violation and/or disturbance and shall reimburse Licensor for any and all costs and expenses incurred as a result of such violation and/or disturbance, including, but not limited to code violations, fines, impositions, and/or penalties of any type. No fireworks, fires, candles, pyrotechnics, or firearms are permitted or may be used on the Property and/or Event Hall, whatsoever.
- 7. LICENSOR'S REMEDIES FOR RENTER'S DEFAULT. If Renter is in default of any term, condition, and/or obligation set forth in this Agreement, Licensor may, at its option, in addition to any and all such other remedies as may be available under Florida law: (1) immediately terminate this Agreement and/or Renter's right to access and/or use the Event Hall (and Property) and to immediately lock out Renter from the Event Hall and Property without commencing any legal action; (2) declare Renter and its guests and invitees to be trespassers and have them immediately removed from the Event Hall and Property by law enforcement; (3) tow and/or remove Renter's and its guests and invitee's vehicles from the Property at Renter's sole cost and expense, without being liable for any damages to any vehicle whatsoever; (4) retain the Refundable Rental Deposit in whole or in part; and/or (5) bring legal action against the Renter for all damages available under this Agreement and Florida law. In the event Licensor commences legal action to enforce this Agreement, Licensor shall be entitled to recover its reasonable attorney's fees and court costs at all trial and appellate court levels. Renters (more than one Renter) shall be jointly and severally liable for all damages. THE PARTIES HERETO WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY ON ANY AND ALL ISSUES OR DISPUTE.

8. **INDEMNITY.**

- A. Renter agrees that all entry, use, vehicles, personal property upon the Event Hall and Property will be at the sole risk of Renter, including Renter's guests and invitees. Licensor will not be liable to Renter, Renter's guests and invitees or any others for any damage to any person or property arising from environmental concerns, damage, theft, vandalism, loss, any act or omission of any occupant or member of the Property or of any other person, or otherwise.
- B. Renter shall indemnify, defend (through counsel reasonably chosen by Licensor) and hold harmless Licensor, Licensor's agents, and Licensor's employees, managers, members, officers, board members, directors, agents and invitees and (collectively the "Indemnitees") from and against any and all claims, causes of actions, liabilities, judgments, damages, fines, code violations, noise violations, noise ordinances, losses, costs and expenses, including all reasonable attorneys' fees and costs, including appellate proceedings and bankruptcy proceedings, incurred or suffered by Indemnitees and arising from or in any way related to Renter's use and/or access of the Event Hall and Property or this Agreement, including, but not limited to, any death, personal injury and/or property damage occurring in or about the Event Hall and/or Property (except for Licensor's willful misconduct or gross negligence). Renter will reimburse Licensor upon request for any and all costs incurred by Licensor in the interpretation and/or enforcement of any provisions of this Agreement including all of its reasonable attorneys' fees and costs.

- C. LICENSOR AND INDEMNITEES SHALL NOT BE LIABLE TO RENTER, RENTER'S AGENTS OR ANY OTHER PERSON OR ENTITY WHOMSOEVER FOR ANY INJURY TO PERSON OR DAMAGE TO ANY PROPERTY OCCURRING WITHIN THE HALL OR PROPERTY OR BY VIRTUE OF THE EVENT HALL OR PROPERTY BECOMING OUT OF REPAIR OR DAMAGED OR BY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES OR WIRING, OR BROKEN GLASS, OR BY THE BACKING UP OF DRAINS OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING OR FLOWING INTO THE HALL OR PROPERTY, NOR SHALL LICENSOR AND INDEMNITEES BE LIABLE TO RENTER, RENTER'S AGENTS OR ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF OTHER USERS, INVITEES, GUESTS, OR RENTER OR OF ANY OTHER PERSONS OR ENTITIES WHOMSOEVER.
- 9. **INSURANCE**. The Renter shall purchase at its own cost and expense and to keep in force during the Rental Event Date insurance including event insurance, renter's insurance, and general liability insurance (including liquor / alcohol liability coverage in the event that Renter has liquor / alcohol on the Property), sufficient to reimburse and/or compensate Renter and Licensor for any and all loss, claims, damages, liabilities, and/or occurrence arising out of or related to Renter's use the Event Hall and/or Property (in no event below \$1,000,000 in coverage), and Licensor (DELRAY BEACH POLICE BENEVOLENT ASSOCIATION, INC. OF DELRAY BEACH, FLORIDA, a Florida not for profit corporation) shall be named and added as an additional insured and certificate holder on any and all such insurance policies. Renter shall provide Licensor with a copy of its certificates of insurance prior to the Rental Event Date. Failure to do so is a material breach and default under this Agreement. Some examples of event insurance providers are: www.theeventhelper.com www.eventsured.com www.specialeventinsurance.com . Notwithstanding anything to the contrary set forth herein, Licensor reserves the absolute right to purchase, procure, bind, and/or force-place event insurance for the Event on Renter's behalf at Renter's sole cost and expense (applied from the Refundable Rental Deposit).
- 10. **PRIVATE SECURITY**. Renter acknowledges and agrees that Licensor does not and shall not provide any security under this Agreement or at the Hall or Property. Renter is encouraged to hire its own private security for the Rental Event Date and Renter's Rental Event Purpose. Boynton Beach Police Department Request for Off Duty Retail (561) 732-8116.
- 11. <u>MISCELLANEOUS</u>. This Agreement constitutes and contains the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Agreement, except as are contained herein. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for any dispute arising in connection herewith shall solely lie in Palm Beach County, Florida. Renter acknowledges and agrees that Agreement does not and shall not convey any interest in real property whatsoever to Renter and only grants Renter limited access to the Property and Hall pursuant to the express terms and conditions set forth herein.
- 12. <u>COUNTERPARTS</u>; <u>SIGNATURES</u>. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The parties

hereto (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. This Agreement is personal in nature and may not be assigned or transferred, whatsoever.

The parties hereto have executed this Hall Rental Agreement on the day and year first above written.

RENTER (#1):		
Signed By:		
Print Name:		
Cell Phone:		
RENTER (#2):		
Signed By:		
Print Name:		
Cell Phone:		
RENTER (#3):		
Signed By:		
Print Name:		
Cell Phone:		
RENTER (#4):		
Signed By:		
Print Name:		
Cell Phone:		

LICENSOR:

DELRAY BEACH POLICE BENEVOLENT ASSOCIATION, INC. OF DELRAY BEACH
FLORIDA, a Florida not for profit corporation

By:
Print Name:
Title:
D.
By:
Print Name:
Title