

SHRINE CLUB LEASE AGREEMENT

("LEASE")

601 CLINT MOORE ROAD, BOCA RATON, FLORIDA

Landlord hereby lets to Tenant the Leased Premises for the Lease Term, all as defined below, upon payment of the rental and other amounts described below, according to the following terms, conditions, and restrictions:

1. **Definitions:**

(a) **Landlord:** Boca Raton Shrine Club Holding Corporation, a Florida not-for-profit corporation affiliated with the Boca Raton Shrine Club (the "**Shrine Club**") having its principal offices at 601 Clint Moore Road, Boca Raton, Florida.

Landlord's contact information: Name: _____

Tel: _____ Email: _____

(b) **Tenant:** _____

Tenant's address: _____

Tenant's contact information: Name: _____

Tel: _____ Email: _____

(c) i. **Single Lease Term:** _____ o'clock, _____, 202__ to _____ o'clock _____, 202__; OR

ii. **Multiple Lease Terms:** Dates: _____

Times: _____

(d) **Leased Premises (or "Premises"):** The building located at 601 Clint Moore Road, Boca Raton, FL. 33487, and the land designated for parking, located south of the building, except that the Tenant will not have access to the Kitchen, Bar, or Landlord's audio equipment unless rental amounts for such uses are set forth below.

2. **Deposit, Rent, and Other Charges.**

(a) **Deposit.** Upon its execution hereof, Tenant is depositing with Landlord an amount equal to \$_____ (the "Deposit"), to held by Landlord as security for the successful completion by Tenant of its obligations under this Lease. Such amount shall be refundable if Tenant cancels this Lease more than 45 days prior to the Lease Term; otherwise, it shall be non-refundable. If not cancelled, Landlord shall retain \$_____ of the Deposit to reimburse Landlord for normal cleaning and utility usage incurred by Landlord by reason of the Event.

(b) **Rent Due Date.** Prior to Five (5) business days before the commencement of the Lease Term, Tenant shall pay to Landlord an amount equal to the Total Due From Tenant set forth in the Exhibit B, titled "Deposit, Rent, and Fees," attached hereto and incorporated herein. Should Tenant fail to make such timely payment, Landlord shall have the right to cancel this Lease and retain the Deposit as liquidated damages. Should the Leased Premises become unoccupiable by Tenant, for any reason not the responsibility of Tenant, Landlord

shall have the right to terminate this Lease upon refunding all money paid by Tenant to Landlord, as liquidated damages.

(c) **Taxes.** All amounts set forth in this Lease are taxable by the State of Florida. Accordingly, Tenant agrees that in addition to the amounts stated herein as due Landlord, Tenant shall also pay the applicable sales tax on such amounts. In the event of a refund of all or part of the Deposit, Landlord will refund the sales tax applicable to the Deposit refunded to Tenant.

(d) **Settlement Statement.** Within seven (7) days, or such other reasonable time as may be required, following the Event, Landlord will prepare a detailed schedule of the charges incurred by Tenant for the Event, including any alterations occurring at the Event. Landlord reserves the right to deduct any such extra charges from the Deposit. If there are extra charges totaling more than the remaining Deposit, then Tenant shall reimburse Landlord within thirty (30) days of receiving the Settlement Statement. If the extra charges do not exhaust the Deposit, then the remainder of the Deposit shall be paid to Tenant together with delivery of the Settlement Statement. Negotiation by Tenant of the refund from Landlord shall constitute acceptance of the Settlement Statement.

3. **Use.** Tenant hereby represents to Landlord that Tenant is leasing the Leased Premises for the following use and no other: _____
(the "Event"). Such use shall occur in the Leased Premises only during the Lease Term.

4. **Food Service:** Landlord does not provide any food service. If Tenant elects to have food at the Event it shall provide its own home-made or commercially purchased food, all prepared off-premises, or hire a reputable caterer to cater food for the Event. Landlord retains the right to refuse entry to the Leased Premises to Tenant's caterer unless it is approved in advance by Landlord and the caterer presents an acceptable certificate of insurance and catering license to Landlord not fewer than two (2) days in advance of the Event. All evidence of the food service shall be removed from the Leased Premises by Tenant prior to the end of the Lease Term. No kitchen equipment shall be used by Tenant or the caterer unless a fee for such usage is set forth in Exhibit B.

5. **Beverage Service:** Landlord does not provide beverage service at the Leased Premises or access to the Bar unless there is a separate rental therefor paid pursuant to the Exhibit B. If Tenant desires use of the Bar during the Event, then the following shall apply:

a. Landlord shall hire a licensed bartender to operate the bar during the hours of the Event ("Landlord's Bartender"). Landlord's Bartender shall have the exclusive right to determine if he/she will serve an individual with a beverage.

b. All beverages, including non-alcoholic beverages, served at the Event shall be provided by Landlord. Tenant and Tenant's invitees and attendees shall NOT be permitted to bring any alcoholic beverages into the Leased Premises. Any alcohol served in the Leased Premises MUST be consumed therein and not taken out of the building. Tenant shall, not fewer than five (5) days in advance of the Event, advise Landlord in writing of Tenant's reasonable estimate of beverage consumption at the Event. Landlord shall then provide to Tenant Landlord's per drink pricing ("Drink Price List", attached hereto as Exhibit C), which shall apply during the Event.

c. [ALTERNATE ONE] **HOST BAR:** Under this alternate, Landlord's Bartender shall keep a record of the beverages served during the Event, including soft drinks and drinks containing alcohol. At the conclusion of the Event, Landlord's Bartender and Tenant shall meet to agree upon the number of beverages served during the Event. Landlord shall thereafter compute the amount due from Tenant for beverages and subtract such amount from Tenant's Host Bar Deposit, as set forth in Exhibit B, refunding any balance not used together with the Settlement Statement. Such computation shall be based on the Drink Price List, Exhibit C, plus applicable taxes and the Bartender Fee set forth in Exhibit B.

OR

d. [ALTERNATE TWO] **CASH BAR:** Under this alternate, Landlord's Bartender will collect from each person served the agreed upon charge for each beverage pursuant to the Drink Price List, Exhibit C. Landlord shall retain all such proceeds from the sale of beverages. Tenant shall nonetheless compensate Landlord for the Bartender Fee set forth in Exhibit B.

[Strike the inapplicable alternate paragraph c. or d. above]

6. **Room Setup and Tear Down.** Tenant shall be solely responsible for setting up and arranging all tables and chairs for the Event. Landlord shall make available in the main room the number of tables and chairs set forth in Exhibit B. Tenant shall have the right to place such reasonable decorations upon the tables as Tenant prefers, provided that all such decorations are removed from the Leased Premises by Tenant at the conclusion of the Event. Tenant shall not set any additional chairs or tables before or during the Event without approval by Landlord's on-site representative and agreement by Tenant to pay the additional charges described above. Linens and chair coverings provided by Landlord, as requested above by Tenant, shall be returned to Landlord at the conclusion of the Event in good condition, normal wear and tear excepted. Landlord shall remain responsible for all reasonable utility usage, normal clean-up, laundering the linens and chair coverings, and restacking tables and chairs. Tenant shall remove all trash, refuse, discarded or abandoned property, abandoned or disabled vehicles, and/or other items brought to the Leased Premises by Tenant or its invitees or attendees. Any damage to the Leased Premises, excess cleaning costs, and any damage to or loss of the business property of Landlord shall be included in the Settlement Statement described below.

7. **Stage and Audio Equipment.** (a) Landlord shall provide to Tenant access to the stage on the west side of the main room within the Leased Premises at no additional charge, including existing lighting. Tenant shall have the right to decorate the stage in any manner it prefers if there is no damage to the Leased Premises and all such decorating is removed by Tenant at the conclusion of the Event without damaging the Leased Premises.

(b) If requested by Tenant above, Landlord's on-site representative will make available Landlord's audio system and shall be responsible for making the audio equipment operational and lending a working microphone to the Tenant. Tenant shall thereafter be responsible for keeping fresh batteries in the microphone, as needed, and returning it to Landlord in working condition. Should the audio equipment cease working, Landlord will refund Tenant's payment for such as Tenant's sole remedy.

8. **Rules of Use.** Tenant agrees that Tenant, its employees, guests, and other attendees at the Event will abide by the following rules of use or be subject to immediate removal from the Leased Premises:

(a). **Decorating:** Any decorating of the Leased Premises other than the stage and tabletops is prohibited unless approved in writing by Landlord more than Five (5) business days before the Event. All decorating plans, including decorating of the stage, shall be initialed by the parties and attached hereto as Exhibit D. All decorating shall be removed prior to the end of the Lease Term and Tenant shall leave the Leased Premises in the same condition as before the decorating.

(b). **Alcohol, etc.:** Only the Landlord is permitted to bring alcohol into the Leased Premises. If anyone brings alcohol, drugs, or other contraband into the Leased Premises, or if a minor is provided alcohol or drugs by an attendee, the Tenant shall immediately remove them from the Leased Premises or Landlord will be forced to seek assistance of local law enforcement and/or terminate the Event. No exceptions.

(c). **Contractors and Deliveries:** Access to the Leased Premises first commences at the beginning of the Lease Term. All deliveries, set-ups, entertainment, and catering activities, including tear down and clean up, shall occur and be concluded only during the Lease Term.

(d). **Minors:** If any attendees are under the age of 18 year, they shall be always kept under adult supervision and shall not exit the building except when leaving the Event. Tenant shall be responsible for the safety of all such minors and for any damage or injury that may be caused to or by them.

(e). **Landlord's Representative:** At all times during the Event, a representative of Landlord who is a Member of the Landlord must be on-site. He will open the building at the commencement of the Lease Term and close the building at the end of the Lease Term. He will manage the audio equipment and the lighting of the room. He will manage the air-conditioning and heating systems. He will monitor behavior in the room and report any inappropriate behavior to Tenant. He will notify Tenant's representative if a problem occurs that is the responsibility of the Tenant. He will monitor usage of the room, audio, tables, chairs, kitchen equipment, restrooms, and bar by Tenant and third parties during the Event. He is not required to monitor the use of the parking lot. Landlord's representative is not authorized to accept payments of any kind or to waive any part of this Lease.

9. **General Terms.** Attached hereto and incorporated herein is a document entitled "Exhibit A to Shrine Club Lease Agreement," the terms of which shall be controlling over the terms of this Lease to the extent of any direct conflict.

10. **Notice of Breach; Default.** In the event of breach of any term or provision of this Lease occurring more than five (5) business days prior to the commencement of the Lease Term, the non-breaching party shall provide the breaching party with written notice of such breach and potential default and a reasonable opportunity to cure such breach. Failure to provide timely notice may, in some cases, constitute a waiver of such breach. Failure to cure any such breach within a reasonable cure period shall be deemed a continuing default hereunder and entitle the non-defaulting party to terminate this Lease upon written notice and to immediately pursue its claims in court.

11. **Notices.** Any notices or other communications provided for by this lease shall be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. Notice shall be sent to the contact person for the party as shown above, which contact may be changed by a party in a written notice to the other party.

12. **Effective Date.** This Lease shall become effective when Landlord has executed it below and delivered a fully-executed copy thereof to the Tenant.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives.

LANDLORD: BOCA RATON SHRINE CLUB HOLDING CORPORATION, a Florida not-for-profit corporation

By: _____

Printed: _____

Title: _____ President

Date signed: _____, 20__

TENANT: _____

By: _____

Printed: _____

Title: _____

Date signed: _____, 20__

The signatory for Tenant certifies that he/she is the Tenant, or that such entity has duly authorized the undersigned individual to execute this Lease for and on behalf of such entity. If the Tenant is a legal or commercial entity then the undersigned person signing on behalf of Tenant hereby joins in this Lease, as it may be amended, for purposes of acknowledging and agreeing to the terms and conditions of this Lease and intending to be legally bound individually as if a party thereto.

- EXHIBITS:
- A: General Terms to Shrine Club Lease Agreement
 - B: Deposit, Rent, and Fees, dated _____
 - C: Drink Price List, dated _____ [if none attached, no beverages]
 - D: Stage Decorating Plan, dated _____ [by Tenant]
 - E: Credit Card Authorization, dated _____

EXHIBIT "A"
GENERAL TERMS

Boca Raton Shrine Club Holding Corporation ("Landlord")

**_____
("Tenant")**

Notwithstanding anything contained in the Lease to the contrary, the following terms are incorporated therein and shall control:

1. Use of Premises:

(a) Tenant shall be responsible for all conditions created or caused by the acts or omissions of Tenant, or any other person (not the Landlord) on the Premises during the Event ("**3rd Parties**").

(b) Tenant shall comply with all lawful laws, regulations or ordinances of all authorities affecting the Premises and the cleanliness, safety, occupation, and use of same. Tenant hereby agrees to indemnify, defend, and holds harmless Indemnitee from any liability arising out of any violation of this provision and shall forthwith pay any fine or penalty, which may be imposed upon the Indemnitee or the Premises as a result thereof.

(c) Tenant shall inspect the Premises at the commencement of the Lease and shall note any deficiencies therein to Landlord's representative. Tenant shall not be liable to repair any such noted deficiencies.

(d) Tenant shall not perform any acts or allow any acts which may injure the building or may be a nuisance and shall keep the Premises clean at all times. Tenant agrees to surrender possession of the Premises to Landlord, broom clean and in as good condition and repair as the same shall be when the Lease commenced. In the event the Tenant shall not comply with these provisions, Landlord may have the Premises cleaned, in which event Tenant agrees to pay all charges that Landlord may incur for such cleaning. Such payments shall be made within ten (10) days after receiving Landlord's statement therefor.

2. Damage to Landlord's Property. If the Premises or any of Landlord's personal property (collectively the "**Landlord's Property**") shall be damaged or taken by the act, default or negligence of the Tenant or any 3rd Party, the Tenant shall pay to Landlord, upon demand, such sum as shall be necessary to restore the Landlord's Property, or replace same, to its condition as of the commencement of this Lease. The Tenant hereby assumes full responsibility for the actions of all 3rd Parties.

3. Tenant to Indemnify. Tenant, on behalf of itself, its heirs, successors and assigns, hereby releases, indemnifies and holds Landlord, the Shrine Club, Amara Shriners, Shriners International, Shriners Hospitals for Children, and their respective officers, directors, agents and members (collectively the "**Indemnitee**"), harmless from any and all loss, claim, demand, action, damage, liability or expense (including reasonable attorneys' fees) resulting from claims by Tenant or any 3rd Party in connection with Tenant's use of the Premises, including, without limitation, claims relating to nonpayment for services rendered to Tenant, for damages to persons or property, sickness, or charges made to Tenant's credit card, unless the claim is caused by the gross negligence or willful misconduct of Landlord, its employees or agents. If Indemnitee shall be made a party to any litigation resulting from Tenant's use of the Premises, then Tenant shall protect, defend, and hold Indemnitee harmless from and shall pay all costs, expenses, and reasonable attorneys' fees of Indemnitee in connection with such litigation.

4. Abandonment. Any personal property belonging to Tenant or 3rd Parties left on the Premises at the termination of the Lease shall be deemed to be abandoned.

Tenant's initials: _____ Landlord's initials: _____

5. Insurance. Tenant shall procure and keep in effect comprehensive general liability insurance, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury or death, and Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence for property damage. Such insurance shall name each Indemnitee as an additional named insured, shall specifically include the liability assumed hereunder by Tenant, and shall provide that it is primary insurance and not excess over or contributory with any other valid, existing, and applicable insurance in force on behalf of any Indemnity Landlord. Tenant will provide Landlord a certificate of the insurance reflecting the above requirements not fewer fourteen days (14 if left blank) before the Event. Tenant may, but is not obligated to, obtain Liability coverage through the Tenant Users Liability Insurance Program, a Thompkins Masonic Insurance Program (<https://mma.marshmma.com/l/644133/2021-04-06/qqd5d>).

6. Waiver. Failure of any party to require performance of the provisions of this Lease shall not affect its right to enforce the same at any other time. The waiver by any party of any breach of this Lease shall not be construed to be a waiver by that party of any succeeding breach or to be a waiver by that party of any breach of any other provision of this Lease.

7. Police Security. Tenant agrees and acknowledges that protection against wrongful behavior of others is not within the power of the Landlord, and non-provision of such services shall not constitute a basis for liability in any manner against Landlord. Tenant hereby agrees and acknowledges that Landlord shall not provide and shall have no duty to provide security services to Tenant. Tenant shall look solely to its own resources or the public police force for security protection.

8. Validity. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease.

9. Attorney's Fees. In the event of default in any term or provision of this Lease, the non-prevailing party agrees to pay all attorney's fees and costs, including litigation over the reasonableness of the amount sought, costs of legal assistants, experts, and other actual fees and costs through appeal incurred by the prevailing party

10. Notices. Any notices or other communications provided for by this lease shall be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. Notice need be sent to only one Tenant or the authorized person where Tenant consists of more than one person.

11. Construction. The parties have had the opportunity to negotiate this Lease with the assistance of legal counsel and this Lease shall not be construed against either party merely because one acted as the scrivener. Capitalized terms herein not otherwise defined shall be given the meaning proscribed to them in the Lease.

12. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and, as such, supersedes and cancels all previous negotiations, arrangements, prior leases, whether written or oral and other agreements and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease. There are no representations between Landlord and Tenant other than those contained in this Lease and all reliance with respect to any representations is solely upon such representations, if any, as are contained in this Lease. This Lease may not be amended, supplemented, or modified except in writing and after due authorization by all parties.

13. Survival. Each provision of this Lease to be performed by Tenant shall be construed to be a covenant which shall survive the expiration or termination of this Lease.

14. Governing Law. This Lease, and the rights hereunder of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Florida and the sole forum for resolving disputes is the Circuit Court for the Florida County in which the Premises is located.

15. Joinder. If the Tenant is a legal or commercial entity then the person signing on behalf of Tenant hereby joins in this Lease, as it may be amended, for purposes of acknowledging and agreeing to the terms and conditions of this Lease and intending to be legally bound individually as if a party thereto.

Tenant's initials: _____ Landlord's initials: _____

EXHIBIT B TO SHRINE CLUB LEASE AGREEMENT

Boca Raton Shrine Club Holding Corporation (“Landlord”)

And

_____ (“Tenant”)

DEPOSIT, RENT, AND FEES

Dated _____, 20__

[Insert dollar amounts only for those services being purchased:]

Deposit (received by Landlord on _____, 20__): \$ _____

Room Rental (for _____ hours) (each additional hour is \$ _____): \$ _____

Kitchen: For food setup only (no food preparation or storage): \$ _____

Use of the kitchen equipment (oven, refrigerator, range) for warming only,
no cooking allowed \$ _____

Stage: Including one microphone and Landlord’s audio equipment: \$ _____

Tables: _____ tables and setup are included at no charge.

Each additional table, including setup: \$ _____

Chairs: _____ chairs and setup are included at no charge.

Each additional chair, including setup: \$ _____

Linens: _____ Per table \$ _____

_____ Per chair covering \$ _____

Bartender Fee: _____ hours at \$ _____ per hour: \$ _____

Host Bar Deposit for estimated consumption (only if Host Bar): \$ _____

Food Service Management Fee (if kitchen will be used in any way): \$ _____

Total Charges Before Taxes \$ _____

Estimated Florida Sales Taxes at 7% of Charges \$ _____

Total Due From Tenant \$ _____

EXHIBIT C TO SHRINE CLUB LEASE AGREEMENT

DRINK PRICE LIST

The Landlord and Tenant agree that the following charges or prices will be used by Landlord when charging for beverages, whether the Landlord's Bartender is collecting cash for beverages during the Event (the Cash Bar alternate) or the Tenant is purchasing the beverages after the Event (the Host Bar alternate). Landlord will be absorbing all taxes and mixer charges. If there is no Exhibit C attached to the Lease, then no beverages are allowed at the Event.

Water by the bottle: \$ _____

Soft Drinks, bottle, can, or fountain, per serving \$ _____

Juices (Orange, Grape, Cranberry, if available) per serving \$ _____

Beer: Domestic, non-premium (12 oz) \$ _____

Beer: Foreign, premium (12 oz) \$ _____

Wine: By glass only (specify table wine, mid-grade, or premium) \$ _____

Non-premium Spirits: Uncalled, Vodka, Gin, Tequila, Rum \$ _____

Premium Spirits: Called, Bourbon, Scotch, liqueurs, brandies \$ _____

Champagne: Per bottle only \$ _____

Special Requests by Tenant: _____

The above prices are hereby approved by Tenant: _____

The above prices are hereby approved by Landlord: _____

EXHIBIT D TO SHRINE CLUB LEASE AGREEMENT

TENANT'S STAGE DECORATING PLAN

[If there is no decorating plan attached to this Exhibit D and the Lease, then
the Tenant shall do no decorating of the stage or the rooms]

EXHIBIT E TO SHRINE CLUB LEASE AGREEMENT

CREDIT CARD AUTHORIZATION

Boca Raton Shrine Club Holding Corporation (the "Landlord") and _____ (the "Tenant") are entering into a certain Lease dated _____, 20__ ("Lease"). The undersigned person ("Obligor") understands that Landlord would not enter into the Lease without this Credit Card Authorization. The parties hereto agree that the terms defined in the Lease shall have the same meanings herein. The Obligor hereby represents that he/she is the owner of the Tenant, or is a shareholder, member, partner, or co-venturer, officer, or agent of the Tenant, and has a financial interest in the successful completion of the Event described in the Lease.

Obligor hereby authorizes the Landlord to place a hold ("Hold") on the credit card described below (the "Credit Card") in the amount set forth below. Such Hold will not be converted into a payment unless there are charges due Landlord from Tenant pursuant to the Lease that exceed amounts prepaid by Tenant to the Landlord. In addition, should the amount of the Hold not be sufficient to fully compensate the Landlord for all expenses and costs incurred by Landlord because of the Event, without limitation, then Landlord shall have the right to charge the Credit Card for such excess amount. In any event, the Landlord shall provide to the Obligor and Tenant an accounting of all charges to the Credit Card within seven (7) days after the final charge.

The Hold is based on Ten Percent of the total due from Tenant for the Event, calculated as follows:

Total Estimated Charges for the Event (See Exhibit B): \$ _____

Hold Authorized by Obligor on Credit Card (10% of Total Estimated Charges): \$ _____

Obligor hereby authorizes the above Hold amount to be placed by Landlord on the credit card described below:

Name on credit card: _____

Credit card number: _____ CV number: _____

Exp. Date: __/__/__

Signature of Cardholder

Date signed: _____

Should the above Credit Card or the Hold be rejected for any reason, the Obligor agrees that, upon demand but not fewer than Five (5) business days in advance of the Event, Obligor will replace the Credit Card with a valid credit card with a borrowing capacity greater than the Hold.

Landlord agrees that it will not voluntarily disclose information concerning the Credit Card except as may be necessary to enforce this agreement. Landlord will not use any Credit Card information for

marketing purposes. Upon request of the Obligor, Landlord will destroy all evidence of the Credit Card from its files upon satisfaction of the Lease.

Submitted by Obligor:

Accepted by Landlord:

printed

title

Exhibit: Copy of the Credit Card (front and back)