

*Edison & Ford*TM
W I N T E R E S T A T E S
Homes • Gardens • Laboratory • Museum

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THIS LEASE AGREEMENT is made between the Thomas Edison & Henry Ford Winter Estates, Inc. (DBA Edison & Ford Winter Estates) ("Lessor"), and ("Lessee")

SECTION I

On the terms and conditions herein, the Lessor has granted and Lessee has accepted a right for Lessee to temporarily occupy space as indicated on Estates map (Exhibit A), made as part of this Agreement on the premises of the *Edison & Ford Winter Estates for an event*. With the understanding that Lessee shall have reasonable rights of ingress and egress through the necessary halls, passageways, gardens, lobbies and corridors subject to the terms and conditions of this agreement, but Lessee shall acquire no other rights in any part of the Edison & Ford Winter Estates.

SECTION II

Lessee represents that the premises described above are to be leased and used for the occupancy of not more than _____ people for the purpose of _____ and for no other purpose without the written consent of the Lessor for a term of use commencing at _____ (time) and concluding at _____ (time) on _____ (date) together with the further right of access to, and a limited use of that right for **1 hour** prior to the hour first stated and **1 hour** after the hour stated, for the sole purpose of putting in equipment, preparing the premises and equipment for use, and packing up and removing equipment afterwards. Provided that if any activity under this lease continues past the hour of **10 PM** Lessee shall be required to pay all additional expenses resulting to Lessor from that overrun. Those expenses shall be solely determined by Lessor and are indicated in Section VII, 4 and *Facility Guidelines* (Exhibit B), which is made a part of this agreement .

SECTION III PAYMENT

As consideration here and as payment for the right of temporary occupancy granted here of the above described premises, Lessee promises to compensate Lessor in accordance with the following:

- (1) **RATE.** Lessee promises to pay the Lessor the sum of \$ _____, of which \$ _____ shall be paid upon Lessee's execution of this agreement and the remainder is to be paid not later than fourteen (14) days prior to the event described in Section II.
- (2) All sums of money payable to Lessor under the terms of this Lease, shall be payable without demand to the Thomas Edison & Henry Ford Winter Estates, Inc.
- (3) Lessee may, without cause, terminate this entire Agreement at any time prior to ninety (90) days

- before the event described in Section II of this Agreement and receive entire deposit, minus a processing fee of ten percent (10%) of the leasing rate as a refund by Lessor. This ten percent (10%) will be retained by the Edison & Ford Winter Estates for staff time involved preparing for the event. Termination of this lease between thirty (30) days and eighty nine (89) days prior to the event date shall result in a fifty percent (50%) refund of the deposit. If Lessee terminates agreement between fourteen (14) days and twenty nine (29) days prior to the event date, Lessor shall retain one hundred percent (100%) of the deposit as damages.. If Lessee terminates agreement less than fourteen (14) days prior to the contracted event, Lessor shall retain one hundred percent (100%) of the leasing rate, or any prepaid rent as damages.
- (4) In the event of inclement weather and the event must be cancelled, Lessee will receive a percentage of the rental fee as calculated by the Edison & Ford Winter Estates.
 - (5) Acceptance by Lessor of payment at later times shall not prevent Lessor without demand or notice from requiring strict compliance with the provisions of this Lease for the date and place of payment.
 - (6) Acceptance of payment under this Lease, whether in single incidence or repeatedly, after it falls due, or after knowledge of any breach of this lease by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of the Lessor's right to act without notice or demand or of any other right given herein to Lessor, or as an election not to proceed under the provisions of this Agreement.
 - (7) Lessee shall not assign this Lease, nor allow any use of the premises other than specified herein.

SECTION IVô INSURANCE

- (1) The Lessee must provide, in addition to the rent, proof of Liability Insurance or may purchase Liability Insurance for single events coverage while on the premises, protecting Lessor against any liability or claim on account of injury to persons occurring in or around the leased premises during or incident to the use of the premises by Lessee, as more fully described below.
- (2) The Lessee shall obtain insurance as required and acceptable to the Estates and provide a certificate of insurance evidencing the following: General Liability with a minimum limit of \$1,000,000 combined single limit (CSL) per occurrence. The Edison & Ford Winter Estates shall be named as additional insured. Certificate of Insurance must be received by Lessor fourteen (14) days prior to the Event. Failure to provide proof of insurance will result in cancellation of event without refund.

SECTION V ôHAZARDS

- (1) Lessee shall not bring or permit anyone to bring into the Edison & Ford Winter Estates or keep anything that will increase the fire hazard or the rate of insurance on the premises on any property there. Smoking or fires of any kind is prohibited on Estates property. **LESSEE SHALL INFORM THEIR GUESTS OF THIS POLICY PRIOR TO EVENT.** Violation of this policy may result in a fine to Lessee of a minimum of \$1,000 and the removal of the violating guest from the premises. Lessee shall not bring or permit any person to bring into those premises any animals, other items, or any other property of any kind without the written consent of the Edison & Ford Winter Estates and shall not place or put up any decorations without the written consent of the Edison & Ford Winter Estates. The Lessor reserves the right at any time to require the Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, or other items placed there or permitted to be placed there by Lessee without that consent and to terminate this contract without notice or damage.

- (2) In occupying the premises, Lessor does not relinquish the right to control the management of the Lessee or event, and to enforce all necessary and proper rules for the management and operations of the premises, and Lessor, through the Edison & Ford Winter Estates, police, firefighters, and other designated representatives, shall have the right at any time to enter any portion of the premises for any purpose, including the premises expressly covered by this Agreement, the premises shall always be under the control of the Edison & Ford Winter Estates; provided this shall not have the Edison & Ford Winter Estates assume liability for those activities.

SECTION VI-CATERING

- (1) Lessee will comply with all state, federal and local regulations concerning the service and consumption of alcoholic beverages and understands that cash exchange for alcoholic beverages is strictly prohibited. Under no circumstances is any person under the age of 21 to be served alcoholic beverages.
- (2) The Lessee must employ a licensed, professional caterer from the Edison & Ford Winter Estates Approved Vendor List (Exhibit C), who has executed a contract with the Edison & Ford Winter Estates for catering services.
- (3) All personnel dispensing or serving alcoholic beverages must be employees of the catering service contractor.
- (4) Any and all alcoholic beverages brought onto the property of the Edison & Ford Winter Estates must be provided by licensed caterer on the Estates vendor list, who must provide the Lessor with a Certificate of Insurance of at least \$3,000,000 in liability insurance thirty days prior to the Event.
- (5) Notwithstanding any provision contained herein to the contrary, Lessee agrees to immediately cease serving alcoholic beverages to any person admitted by the Lessee upon notification by Lessor or its employees, or licensed caterer who at their own discretion, determine that such person is intoxicated or should not consume any more alcoholic beverages. Lessee agrees to accept and sign the form attached hereto as *Facility Guidelines* (Exhibit B) upon such notification verifying that the Lessor has so advised Lessee. Lessor does not assume the responsibility for alcohol on the premises nor monitoring alcoholic consumption. Guests may not remove food or alcohol from the premises.
- (6) Bars serving alcohol must close at least thirty (30) minutes prior to the scheduled conclusion of the event.

SECTION VII-PROPERTY AND STAFF

- (1) Lessor has general lighting, which is agreed to by Lessee to be sufficient, existing for any event covered by this Agreement. No gasoline, fuels, oil flashlights or any other artificial lighting, light plants, electrical equipment, engines, motors or machinery/equipment of any kind, shall be permitted there without the written consent of the Edison & Ford Winter Estates.
- (2) Lessee will not cause or permit any nails or any other items to be driven into any portion of the premises, nor any signs to be affixed either to the exterior or interior of the premises, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the premises or the furnishings or the equipment there, nor do, nor permit to be done anything which will damage or change the finish or appearance of the Edison & Ford Winter Estates. Lessee will pay the costs of repairing any damage that may be done to the premises by any act of Lessee or any of Lessee's employees or agents or anyone visiting the premises upon the invitation of Lessee including the patrons of the attraction or function for which Lessee is leasing the premises in question. It is expressly agreed that the Edison & Ford Winter Estates shall determine whether any damage has been done, the amount of that damage and the reasonable cost of repairing it, and whether it is one

for which, under the terms of this agreement, Lessee is to be held responsible.

- (3) The Lessee stipulates here that he/she has examined the premises prior to the execution of this Agreement and is satisfied with the physical condition of them, and the Lessee's while occupying them shall be conclusive evidence of its receipt of the premises in a safe, sanitary condition and in good repair.
- (4) Lessor shall provide one security officer, one housekeeper, one management staff for the event. Lessor may determine that additional personnel services are necessary for the event, such as extra security personnel, extra hospitality personnel, and extra clean up personnel. Lessee agrees to pay the Lessor for these services according to the following rates: security personnel \$50 per hour, per staff person; hospitality personnel \$40 per hour, per staff person; clean up personnel, \$40 per hour per staff person; maintenance staff, \$50 per hour, per staff person. Lessee agrees to provide necessary personnel to deal with subcontractors and caterers during set-up and entire clean-up of event. This applies to day of actual event or if necessary day(s) after. A fee will be charged if Lessee and/or sub-contractors do not comply with the arrangements.
- (5) No portion of the sidewalks, ramps, entries, corridors, passageways, vestibules, halls, lobbies, stairways, aisles, driveways, or access to public utilities of the Estates shall be obstructed by Lessee or used for any other purposes other than for ingress or egress.
- (6) Lessor reserves the right after the termination of the time for which the premises are leased by this Agreement to remove from the Estates all effects remaining on the premises and to store them wherever it sees fit in its name, or at its option in the name of the Lessee, but at direct cost, expense and risk of Lessee, and Lessor shall not be liable in any way to Lessee on account of so removing and storing those effects. For that additional period beyond the term of this Agreement as any effects of Lessee may so remain in the possession of the Edison & Ford Winter Estates, Lessor shall be entitled to charge a minimum of \$100 per day beginning the day after the event for any storage of materials or equipment left on the premises. Tents, chairs, tables and linens must be picked up day after the event.
- (7) Lessee, at its own expense, shall keep the premises in condition, and in good repair. Lessor will supervise the event to secure the premises and do all things necessary to re store the premises to the condition required here. In the case where the premises have received damage due to the event, Lessee agrees to pay the Edison & Ford Winter Estates all expenses as determined by the Edison & Ford Winter Estates The Lessee will receive a statement from Lessor charging the cost and expense of that restoration to Lessor, payment is due thirty (30) days upon receipt.
- (8) In case the premises covered by this Agreement or any part of the Edison & Ford Winter Estates is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by Lessor impossible, other than damage, casualty or occurrences caused by Lessee, then the term of this Lease shall end and the Lessee shall be liable to pay Lease only up to the time of that termination and Lessee waives and releases any claim for damages or compensation on account of that termination. Lessee agrees that Lessor may, with cause, terminate this entire Agreement at any time before the payment by Lessee in full of the agreed Lease payment. Unless that termination be on account of breach or default on the part of Lessee, Lessee shall then become entitled to and have refunded the amount Lessee has paid as a lease payment under this Agreement; but it is expressly understood that the failure on Lessee's part to pay the remainder of the agreed Lease payment and to deposit or furnish a Certificate of Liability insurance referred to in Section IV of these conditions, within the time stipulated here shall entitle Lessor to terminate this entire Agreement and to hold as Lessor's liquidated damages and not as penalty the amount Lessee has previously paid under this Agreement.
- (9) The Lessee agrees that every employer, guest, and/or agent connected with the purpose for which these premises are rented shall comply with all the laws of the United States and the State of Florida and all the ordinances of the City and rules and regulations of the City or the government and management of the Edison & Ford Winter Estates, together with all rules and requirements of

the police and fire departments of the City, as well as the American Association of Museum guidelines and will not do nor suffer to be done anything on the premises during the term of this lease, in violation of any of those rules, laws or ordinances, and if the attention of Lessee is called to a violation, Lessee will immediately desist from and correct those violations.

SECTION VIII - MICELLANEOUS

- (1) If Lessor is required to file suit to collect the amount owed under this contract for Lessee's use of the premises, Lessor shall be entitled to collect reasonable attorney's fees together with all other expenses Lessor may reasonably incur in the collection of that amount.
- (2) Any decision affecting any matter not expressly provided for in this Lease shall rest solely within the discretion of the Lessor.
- (3) Lessee will abide by the rules and signed attached Facility Guidelines (Exhibit B).
- (4) All reproductions of images and photos of Thomas Edison, Henry Ford, their families and their property must be approved by the Edison & Ford Winter Estates. It is expected that Lessor will work with the Edison & Ford Winter Estates with respect to these needs to satisfy the copyright and trademark rights of the Lessee.
- (5) The Edison & Ford Winter Estates property shall not be used for outside fundraising, political, or organized church events or any event that is not in compliance with the Edison & Ford Winter Estates mission. Lessee shall not sell tickets or admission to contracted event. Lessor reserves the right to refuse use of the property to individuals or groups whose mission and/or public image is incompatible with that of the Edison & Ford Winter Estates.

SECTION IX - HEADINGS

The HEADINGS of the Articles, Sections, Exhibits, Attachments, as contained in this Agreement, are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, and Attachments.

SECTION X - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Estates Map"
- (2) EXHIBIT "B" entitled "Facility Guidelines"
- (3) EXHIBIT "C" entitled "Approved Vendor List"

SECTION XI - PROVISIONS

Should any provision, section, article, exhibit or attachment be found illegal in a court or otherwise, this will not affect any other portion of this Agreement and the remaining portions, along with the entire Agreement, will continue in full force.

All provisions of the miscellaneous covenants, rules and regulations attached to this lease and all charter provisions, ordinances and resolutions of the Thomas Edison & Henry Ford Winter Estates, Inc. relating to the temporary occupation of space in the premises referred to here are made a part of this agreement as if written word for word here. The breach of any of these provisions shall constitute a material breach of this Agreement and shall entitle Lessor to immediately cancel this Agreement and to retain any part of the prepaid rent as damages.

In testimony, this Agreement has been executed by the above named Lessee at _____ Fort Myers, Florida on date below and has likewise on that date been executed on behalf of Lessor by the management of the Edison & Ford Winter Estates.

LESSEE:

LESSOR:

Name:

**Thomas Edison & Henry Ford
Winter Estates, Inc.
Chris Pendleton
President & CEO**

Address:

**PO Box 2368
Fort Myers, FL 33902**

Phone:

(239) 334-7419

Lessee Signature

Lessor Signature

Date

Date
