



# American Youth Academy

5905 E. 130<sup>th</sup> Avenue Tampa, Florida 33617 | 813-987-9282 | Fax 813-987-9262 | [www.ayatampa.org](http://www.ayatampa.org)

## AYA VENUE RENTAL AND USE AGREEMENT

This Venue Rental and Use Agreement (hereinafter "Agreement"), executed by the undersigned parties on this **21 day of March, 2023**, constitutes an agreement for the rental and use of property managed and owned by American Youth Academy, Inc., a Florida not-for-profit corporation, (hereinafter "Owner"). The undersigned parties agree as follows:

1. **PARTIES.** The parties to this Agreement include the following:

Owner: American Youth Academy, Inc., a Florida not for profit corporation Attn: AYA Athletic Center 5900 E 130th Ave, Tampa FL 33617 Phone: 813-987-9282 Email: <a href="mailto:booking@ayatampa.com">booking@ayatampa.com</a>	Renter: The Islamic Community of Tampa Inc a Florida not for profit corporation Attn: Hatim Fariz 5910 E 130th Ave Tampa, FL 33617 Phone: 813-355-6991 Email: <a href="mailto:hatemfariz@gmail.com">hatemfariz@gmail.com</a>
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The above renters shall be referred to collectively hereinafter as Renter(s). Each of the renters is jointly and severally responsible for the obligations contained in this Agreement.

Credit Card Number: \_\_\_\_\_

(Held on file, only to be charged if items/facility damaged or if balance due not paid in full. Customer will be notified before any charges are made. Information shredded when balance paid in full)

Name on Card: \_\_\_\_\_ Exp Date: \_\_\_\_\_ CVV: \_\_\_\_\_

2. **GENERAL RENTAL INFORMATION.**

a.) Date of Event:	Gymnasium Rental: March 24, 2023, March 25, 2023, March 31, 2023, April 1, 2023, April 7, 2023, & April 8, 2023, April 14, 2023, & April 15, 2023  Babysitting Room Rental: March 22, 2023 to April 21, 2023.
b.) Type of Event:	Community Gym Rental & Babysitting Room Rental.
c.) Name of Event:	ICT Ramadan Rental.



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d.) Venue Space Reserved:	Gymnasium and Two Classrooms in Building A.
e.) Rental Items Desired:	The following are included but limited to: <ul style="list-style-type: none"><li>- Gymnasium Space Only.</li><li>- Two Classrooms in Building A Only.</li></ul>
f.) Number of Guests Attending:	Approximate 200 Guests.
g.) Event Start/End Time:	Gymnasium Rental: 8:30pm to 10:30pm. Babysitting Room Rental: 8:30pm to 10:30pm.

3. **ITEMS EXCLUDED FROM RENTAL.** Any item or service not identified in Section 2 herein is excluded from the Rental.

4. **RENTAL RATES AND FEES.** The Renter(s) agrees to pay the following rental rates and fees:

Venue Rental Rate. The Renter(s) agrees to reserve the **Gymnasium and Two Classrooms in Building A** at the minimum rate of the cost of the; Security Guards, Baby Sitters, Cleaning, and any other and all accrued expenses paid by the Owner ("Event Cost").

Deposit. A reservation deposit is required in advance to successfully reserve the venue. The reservation deposit is 100% of the rental rate and is non-refundable. The reservation deposit shall be due at the execution of this Agreement to successfully reserve the venue.

Total Amount Due: \$ \_\_\_\_\_

The Balance Due is due on receipt. The Balance Due amount excludes applicable Overage Fees as provided herein. If Renter(s) fail to pay the Balance Due on or before the above due date, the reservation will be deemed cancelled and forfeited pursuant to Section 6 herein below without further notice. If the event date within fifteen (15) calendar days, then 100% of the rental rate is due at the time of executing this Agreement.

Cleaning & Repair Fees. Additional charges may be made for actual or estimated repair or cleaning costs to restore venue, grounds, equipment or other property to the same condition prior to Renter(s) use of the venue and Owner's property.

5. **RESERVATIONS, AVAILABILITY.** Reservations are accepted for use of the rental space and property on dates for which the Owner makes the rental space and property available. The Owner reserves the right to refuse to permit events on any particular date



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in its sole discretion. Reservations are accepted on a first-come, first served basis. Owner will only “hold” dates in advance by the means designated herein.

6. **CANCELLATIONS.** Owner reserves the right to terminate this agreement at anytime for any reason whatsoever by providing a 24-hr. notice to Renter.
7. **PAYMENTS.** All payments due herein shall be made using cash, personal check or cashier’s check. Personal checks shall be made payable to “American Youth Academy” at 5900 E 130th Ave, Tampa, Florida 33617. Any personal check for insufficient funds is subject to a \$35.00 returned check fee. Total contract fees must be paid fifteen (15) calendar days prior to the Event Date.
8. **TERMS AND CONDITIONS OF USE.** Use of the rental space and property is granted on the following terms and conditions:
  - A.) Capacity: Capacity for the rental space shall be limited to the number of guests as identified in Paragraph 2 herein unless Owner’s prior written consent is provided.
  - B.) Decorum: At any point during a function or event, Owner or an agent acting on Owner’s behalf may terminate the function or event before the scheduled ending time at their discretion without rescheduling the event or refunding any part of the fees paid. The following is a nonexclusive list of possible reasons for termination of an event in progress: violence, vandalism, drug use, excessive noise, refusal to comply with any term of the Agreement, violation of any city, state, or federal law or ordinance.
  - C.) Damages: Renter(s) and groups or guests using the event space shall accept full financial responsibility for all damage caused to the premises, loss of equipment, property, or facilities owned by Owner, including all costs or fees, if any, incurred by Owner in collecting such fees and damage charges. Damage charges, if any, shall be invoiced to Renter(s) and paid within ten (10) calendar days after the date of invoice.
  - D.) Liability and Risk of Loss: Owner and Owner’s Agent(s) shall not be responsible or liable for any loss, theft, personal injury, or property damage that may occur to Renter(s) and their groups or guests while on the property.
  - E.) Indemnity: Renter(s) agree to defend, indemnify, and hold harmless and further hereby expressly demise, releases, and forever discharges Owner and its Agents from and against any and all liabilities, losses, claims, suits, judgment, damages, costs, expenses, legal fees and controversies of every and any kind, known and unknown, suspected and unsuspected, at law and in equity, which may now or in the future be asserted against all or any of them and which arise out of or pertain in any way, directly or indirectly to Renter(s) use of the premises.
9. **SEVERABILITY.** In case any one or more of the provisions or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining



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provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

10. **MODIFICATION.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.
11. **CHOICE OF LAW.** This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed under the laws of said state. The language of all parts hereof shall in all cases be construed as a whole, according to their meaning, and not strictly for or against any of the Parties. In the event that litigation arises relating to the interpretation or enforcement of this Agreement, the Parties stipulate that venue shall be in Hillsborough County, Florida.
12. **ENFORCEMENT OF AGREEMENT.** The Parties agree that, in the event of legal action by one of the Parties to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees, costs, and other expenses.
13. **MERGER, INTEGRATION, AND COMPLETENESS:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. The Parties hereby represent and acknowledge that in executing this Agreement, the Parties are not relying upon any representation, statement, and/or opinion made by anyone, other than those statements and/or representations set forth within this Agreement, and that the terms of this Agreement may not be modified unless in writing and signed by all parties.
14. **OPPORTUNITY TO REVIEW.** By executing this Agreement the undersigned parties warrant and represent they have had an opportunity to review this Agreement and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement. The Parties, by executing this Agreement, intend to be bound by the terms herein.

**IN WITNESS WHEREOF,** the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed as of the day and year first hereinabove written.

<p>Owner: American Youth Academy, Inc.</p> <p>_____ By: _____ Its: _____ Date: _____</p>	<p>Renter: The Islamic Community of Tampa Inc</p> <p>_____ By: _____ Its: _____ Date: _____</p>
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