

# Orlando Metropolitan Bridge Center, Inc.

## Facilities Use Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between the Orlando Metropolitan Bridge Center, Inc. (“OMBC”) and \_\_\_\_\_ (“User”). For the purposes of this agreement, the aforementioned “User” includes any director who is running a game for a User; and each such director must be made aware of the requirements of this agreement by that User.

1. The specific days of the week and hours of operation for the bridge games to be conducted by the User at this facility, and any other special provisions, are contained on the attached schedule, which is hereby made a part of this Agreement.

2. The following specific provisions shall apply to this Agreement and to any other Agreement, which the OMBC may enter into with regard to the use of this facility:

- a) **Non-discrimination.** In the use and operation of the facility, User shall not discriminate on the basis of race, creed, sex, national origin, age, or handicap. This provision shall apply to all activities, membership, hiring of services or goods, or other actions on or connected with the facility.
- b) **Liens Forbidden.** Neither the User nor any one claiming by, through, or under the User, including, but not limited to, contractors, subcontractors, materialmen, mechanics, and laborers, shall have any right to file or place on record any mechanics or materialman’s lien of any sort whatsoever upon the interest of the City of Orlando or the Metropolitan Bridge Center, Inc. in this facility, and any such lien is hereby specifically prohibited.
- c) **Alcohol Consumption.** The User shall be held responsible to insure that, if alcohol is served, the consumption of the alcohol takes place inside the building. The exchange of money for alcoholic beverages is STRICTLY PROHIBITED on City property. The exchange of money (donations or admission) at the door is STRICTLY PROHIBITED on City property when alcoholic beverages are being served. All questions concerning alcoholic beverages should be directed to the Beverage Division of the State of Florida.
- d) **Right of City of Orlando to Use Facility.** Pursuant to the lease between the City of Orlando and the OMBC, the City of Orlando is entitled to exclusive use of the entire facility on the first and third Wednesday of every month. In addition, the City of Orlando is entitled to utilize one of the two largest rooms in the facility on two other occasions, subject only to delivery of notice of such use at least two weeks in advance of same. User agrees that its use of the facility will be subordi-

nate to the prior rights of the City of Orlando to use same.

- e) **Rights Reserved by OMBC.** The OMBC reserves the right to suspend the right of User to hold a regularly scheduled bridge game no more than six (6) times in any calendar year if it wishes to hold a special fundraising event at a time which would conflict with User’s use of the facility.
- f) **Tournaments.** User shall not be permitted to hold a regularly scheduled duplicate bridge game whenever such game shall conflict with an ACBL-sponsored regional, national, or sectional tournament located at the facility or within the greater Orlando metropolitan area unless permission of the OMBC is granted.
- g) **Payment of Player Fees.** User shall pay player fees equal to One Dollar and Seventy-five Cents (\$1.75) for each person who plays bridge at the facility during the times reserved by User. No credit for free plays is allowed. In order to ensure that proper fees are paid, User shall provide the OMBC with its player count for each game held during each calendar month. User shall provide such records as may reasonably be requested to ensure the accuracy of its count. Player fees shall be payable within seven (7) days after the end of the calendar month. A late fee of twenty dollars (\$20) or 5% of the monthly player fees, whichever is greater, shall be assessed unless waived by the Board for good cause shown. Checks shall be made payable to the OMBC.
- h) **Not Responsible for Articles Left Behind.** Neither the City of Orlando nor the OMBC shall be responsible for any articles left at the facility.
- i) **Game Conduct.** The User’s games must be conducted in compliance with all applicable ACBL rules, regulations, and procedures, and those imposed by the OMBC Board of Directors. Enforcement of “Zero Tolerance” and prohibition of cell phone use within the playing area are specifically required.
- j) **Non-exclusive Use.** User is leasing only the specific room set forth on the attached Schedule. The other large room may be assigned to other Users for times that coincide with, or overlap, the times reserved for User. Notwithstanding, user may overflow his/her game into second room if it is not in use.

- k) **Clean Up Required.** Users shall be responsible for restoring the facility to a clean state following each use. Playing rooms used and the kitchen, lobby and rest-rooms must be restored. The posted list of standard conditions must be met.
- l) **Prohibitions.** The sale of commercial products, other than bridge-related items such as bridge books, etc. is prohibited. This does not prohibit the placing of notices on bulletin boards. Advertising of local area bridge games not held at OMBC is prohibited. A user is prohibited from holding any open sanctioned games in competition with games scheduled at OMBC.
- m) **Barred Players.** The User shall bar from their games any player barred from the facility by a ruling of the OMBC Board of Directors.

3. The User shall not have the right to assign or transfer its interest in this Agreement. A vote shall be taken on any recommendations made by the User to the Board of Directors.

4. The period of this Agreement shall be no more than twelve (12) months beginning January 1 of a year and ending December 31 of the same year. The Agreement may commence on any date but must terminate on December 31. Renewal of the Agreement, including any change in amount of player fees, will require approval of the Board of Directors of the OMBC, and the Board will inform the User thirty (30) days in advance of its intention to either renew or not to renew the Agreement. The vote by the Board is to take place in October, prior to the purchase of ACBL sanctions.

- a) **Termination.** Either party may terminate this Agreement at any time upon at least thirty (30) days notice to the other. Once notice of termination is given by either party, the parties may mutually agree upon an earlier

date for termination of the Agreement. No reason of termination need be given.

- b) **Suspension.** Notwithstanding the foregoing, the OMBC reserves the right to immediately cancel the Agreement and suspend the right of the User to conduct any further bridge games within the facility, if any of the following should occur:

- 1) Failure of the User to comply with any of the terms and conditions of this Agreement, including, without limitation, the payment of player fees, or the violation of any of the provisions in paragraph 2 of this Agreement;

- 2) Failure of the User to comply with such reasonable rules and regulations as may be adopted by the Board of Directors of the OMBC, which rules and regulations shall be non-discriminatory and shall be applied to all Users conducting bridge games within the facility (said user to be provided with a written copy of existing Rules and Regulations upon execution of this Agreement and any amendments thereto, upon adoption);

- 3) Any conduct on the part of the User which is disruptive of games conducted by other Users of the OMBC or which interferes with the rights of other users under their respective Agreement;

- 4) Failure of the User to maintain regularly scheduled games during the time slots allocated to the User under this Agreement. Any termination under this subparagraph may be made with respect to the particular time slot for which the games have not been maintained; or

- 5) Any conduct on the part of the User, which the Board of Directors of the OMBC determines to be detrimental to the purposes for which the OMBC was formed.

Upon termination of this Agreement as provided above, User shall remain liable to the OMBC for player fees based upon the player counts at the User's games up through and including the date of termination.

IN WITNESS WHEREOF, the undersigned have entered into this Facility Use Agreement on the day and year first above set forth.

**OMBC:** \_\_\_\_\_

**USER:** \_\_\_\_\_

# Schedule To Facilities Use Agreement

THIS SCHEDULE forms a part of the Facility Use Agreement (Continuous User) Between the Orlando Metropolitan Bridge Center, Inc., and \_\_\_\_\_ (“User”)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (work) \_\_\_\_\_ (home) \_\_\_\_\_

**Days And Times Reserved:**

**Room:**

**Type Game:**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Term Of Agreement:**

Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

**Orlando Metropolitan Bridge Center**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**User**

By: \_\_\_\_\_ Date: \_\_\_\_\_