

TALLAHASSEE GARDEN CLUB
Garden Center Rental Agreement with Rules and Regulations

CONTRACTED EVENT OVERVIEW PAGE

Tallahassee Garden Club (850-224-3371) agrees to rent its facilities at 507 North Calhoun Street, Tallahassee, Florida, as delineated in this contract:

NAME/TYPE OF RENTAL EVENT _____

RENTAL DATE(S) _____ **RENTAL TIMES:** Start _____ End _____

NUMBER OF GUESTS _____ **INDOORS** YES ___ NO ___; **OUTDOORS** YES ___ NO ___; **ALCOHOLIC BEVERAGES:** YES ___ NO ___

RENTAL CLIENT (Contract signee responsible for payment and fees)

Name:

MAILING ADDRESS (Refunded security deposits will be sent to name and address on check if different from below)

Street or P.O.

Box _____

City _____ State _____ Zip Code _____

PHONE:

Home _____ Mobile _____ Work _____

EMAIL

CLIENT'S ADDITIONAL SERVICE PROVIDERS:

Venue Director will be provided a list by function, name and phone at least 5 days prior to event or at time of payment of any additional service providers. Service providers hired by the renter MUST get permission to drop off or pick up items any time outside of the paid rental period for the event. Renter is subject to additional fees or loss of security deposit if rental items are not collected at the end of the event.

INCLUDED CONSULTATION DATE(S) [n/c]: (1) _____ (2) _____ (3) _____

Rental Fees: No reservation will be held without a security deposit. This fee is in addition to the rental rate charges. If the renter changes the event date, an additional deposit will be imposed. If multiple days are rented, each day requires a separate deposit and each refund is relevant to that particular day. Refunds are not guaranteed but are based on lack of damages and adherence to regulations. Damage assessments will be done by a Garden Club trustee within 24 hours of end of event. Any refund due for all or part of the security deposit will be sent within two weeks after the event.

All rental fees are due no later than 90 days prior to the event. Late rental fees will be assessed for payments received after the 90-day deadline as set forth in the contract. All late fees are payable either in cash or by certified, cashier's or bank check. Returned checks will be assessed \$50 over the written amount plus bank fees paid by cash or certified check only. Additional time for set-up and clean up may be requested up to 14 days prior to the event. If there are no scheduling conflicts, those hours will be scheduled at a charge of \$50 per hour payable in cash at that time. **Any additional time over the prepaid, contracted hours will be assessed \$100 during the first hour and an additional \$100 at the beginning of each hour thereafter.** If the event is contracted within 90 days of the event, all fees are due at the time the contract is signed and must be paid with a personal, certified, cashier's or bank check or cash. If contracted within 14 days, no personal checks may be accepted.

Proof of event insurance for a minimum of \$1,000,000 must be provided no later than 30 days prior to the event. The Tallahassee Garden Club must be listed as an additionally insured party. If the event is less than 30 days away, proof must be provided prior to the scheduled event. Failure to provide this document shall result in cancellation of the event without any refund to the renter.

Security Deposit Date Paid _____ **Initial Payment Date and Amount** _____

Balance Amount Owed/Date Due _____

Paid in Full Date and Amount _____

Date Proof of Insurance Received _____

Date _____ Venue Director Initials _____ Renter Initials _____

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RENTAL CONTRACT CONTINUED Renter's name _____ Event date _____

Please make all checks payable to Board of Trustees, Tallahassee Garden Club, Inc.

| ITEM(S) | AMOUNT (Per Rate Schedule attached) | PAID DATE | **Additional Items requested—date and amount paid |
|---|--|--------------|---|
| Refundable Prepaid Security/Damage Deposit <i>(Required to book and reserve date)</i> | \$500/ \$250 Not included in subtotal below. | | |
| * Basic Facility Rental <i>Contracted time includes set-up, actual event, and clean up)</i> | 4-8 hrs. weekdays | | |
| | 12 hrs. weekdays | | |
| | 6 hours weekend/holiday | | |
| | 14 hours weekend/holiday | | |
| | Wedding Rehearsal (2 hr.) | | |
| *Additional Hours ____ Contracted at least 7 days prior to event ____ Un-contracted [see pg 1] _____ @ \$_____ per hour (plus tax) | | | |
| *Chairs (w/cushions): _____ @ \$_____ each *Chair covers _____ @ \$_____ each | | | |
| *Tablecloths: _____ @ \$_____ each | | | |
| *Cloth Napkins: (24 minimum @ \$_____) Additional individual napkins _____ @ \$_____ ea. | | | |
| *Alcohol Service Fee (\$100.00) <i>(Bartender must be provided by renter)</i> | | | |
| *Gold plate chargers OR Mirror squares _____ @ \$_____ each | | | |
| *LCD Projector/Screen (\$250.00) <i>(Fee must be <u>prepaid</u> and is <u>Non-refundable</u>)</i> | | | |
| *White Metal Arch with stand @\$15.00 | | | |
| Subtotal <u>excluding</u> security deposit | | | |
| Less <u>Documented Member</u> Discount of _____% | | | |
| Starred Items Add Sales Tax | | | |
| Rental Fees (Incl. Tax) | | | |
| Security Deposit + Rental Fees = Total Owed | | | |
| * * Total of additions plus tax | | | |
| Grand Total of contract | | | |

Date _____ Venue Director Initials _____ Renter Initials _____

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RENTAL FEES CONTRACT CONTINUED Renter's name _____ Event date _____

Contingent fees: The following additional fees may be imposed if conditions apply

Late Rental Fees 90 days prior \$50; 60 days prior \$75 30 days prior \$100 \$ _____
Late Proof of Event Insurance Fee (\$100 if applicable) \$ _____
Late Pick-Up Fees (\$150 per day plus tax) \$ _____
Returned Check Fees (\$50 plus bank fees) \$ _____

Total of additional charged contingent fees

- I have read and understand the Rules and Regulations of the Tallahassee Garden Club, as furnished herewith, and agree to abide by them. I also understand that I am responsible for any damages to the building, grounds or furnishings that may occur during this event.
- Tallahassee Garden Club does not take responsibility for late payments by renters to the Club or to third party vendors. It is the renter's sole responsibility to make the balance payments at the time specified under the Rules and Regulations.
- Indemnification – I agree to indemnify fully and save and hold harmless The Tallahassee Garden Club, its officers and agents, against all claims and liabilities and cause of action of every kind and nature to the extent they are caused by the conduct of the user, its visitors and agents or employees.
- Waiver of claims – I agree that Tallahassee Garden Club and its officers, agents and employees shall not be liable for and I release them from all claims for damage to or loss of personal property sustained by users resulting from any fire or accidents on the premises or adjoining or contiguous property of the buildings.
- I consent to allow the Board of Trustees for Tallahassee Garden Club, Inc. to use images from this event in promotional materials for this venue.
- I have received a copy of this contract.

Renter Signature: _____ **Date:** _____

Tallahassee Garden Club Venue Director Signature: _____ **Date:** _____

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Access: Contact the Venue Director for all rental requests. The Venue Director cannot provide a signed contract to anyone under the age of 21. Included in the basic rental fee are the ballroom and stage, the parlor, the kitchen, the dining room, the trophy room, two restrooms, the sun porch, and the award room, as well as the exterior patio, grounds, gazebo, and parking area. Rental times should be sufficient to include set up, event and clean up. Limitations, restrictions, or cancellations may be imposed at Venue Director's discretion to protect the Center, grounds, or individuals. Renters may schedule up to 3 pre-event site consultations up to two weeks before the event.

Basics for Booking: A refundable security deposit/damage fee is required to book a reservation for each event date requested. This fee is in addition to the rental rate charges. If the renter changes the event date(s), an additional deposit will be due for the new date(s). If a replacement rental is secured for the original date, the first security deposit may be refunded. If multiple days are rented, each day requires a separate deposit and each refund is relevant to that particular date. Refunds are based on lack of damages and adherence to these rules.

Basic Fee Structure: All rental fees are due no later than 90 days prior to the event. Late rental fees will be assessed for payments received after the 90 day deadline as set forth in the contract. All late fees are payable either in cash or by certified, cashier's or bank check. Returned checks will be assessed \$50.00 plus bank fees. Additional time for set-up and clean up may be requested up to 14 days prior to the event. If there are no scheduling conflicts, those hours will be scheduled at a charge of \$50 per hour payable in cash at that time. Any additional time over the prepaid, contracted hours will be assessed \$100 for the first full or partial hour and an additional \$100 at the beginning of each hour thereafter. **If the event is contracted within 90 days of the event, all fees are due at the time the contract is signed. If the event is contracted within 14 days of the event, all fees are due at the signing and must be paid with a certified cashier's or bank check or with cash.**

Basic Insurance Required: Proof of event insurance for a minimum of one million dollars (\$1,000,000) and naming Tallahassee Garden Club as an additionally insured party must be provided no later than 30 days prior to the event unless the event is less than 30 days from execution of the contract. In that case, the proof of insurance is due within 14 days of the event. No rental is exempt from proof of event insurance. Failure to provide this documentation will result in cancellation of the event without any refund to the renter.

Basic Refund Policies: Cancellations: 1) If canceled within six (6) months or 180 days prior to the event, the rental party will forfeit half of the security deposit. 2) If canceled within 60 days of the event, the rental party will forfeit the security deposit and half (1/2) the total rental fee. 3) If canceled within 30 days of the event, the rental party will forfeit all deposits and rental fees. **Notification of cancellation must be in writing.** All or part of the security deposit/damage fee will be refunded within two weeks after the event according to any exceptions as stated above, i.e. rescheduling, damage to property, extended hours, contract/rule violations, etc.

Beverage Services and Bars: Renters must provide a bartender if alcoholic drinks are being served. The bartender must assure that minors are not served alcoholic beverages (by ID checks if needed) and that consumption levels are not excessive. Alcohol consumption is limited to the property during the contracted event hours. Floors and floor coverings must be protected from spills and melting ice. Drink dispensers or beverage stations may not be set up in the parlor.

Catering: Renters must inform food service personnel that the kitchen is not licensed by the Florida Health Department for catering. The microwave and stove are for warming only. Frying, grilling, and/or cooking activities are allowed only in the rear parking area. Fire suppression systems may activate if this rule is not observed.

Decor: Nails, staples, push pins, tape or any type of adhesives—even temporary—may not be used on woodwork, walls, (interior or exterior), ceilings, mantels, or any part of the Garden Center. Coat hangers must only be hung on door hooks provided.

Dinnerware: Use of any of the tableware or dinnerware in the kitchen and the silverware in the small buffet next to the kitchen is included in the rental price for the facility. Tableware items used will need to be washed, dried and returned to the proper places when finished.

Fire Extinguishers: No open flames are allowed in this house built in 1848! Please, no candles and no fires in the fireplace. Battery operated candles are encouraged. Smoking is only allowed outdoors near the cigarette disposal containers. Food warmed by sterno must be constantly monitored while in use. Fire extinguishers are located in the kitchen, in the parlor, on the stage and at the top of the stairs.

House Furniture, Furnishings and Property: Many of the adornments, rugs, and furniture pieces throughout the house are antique or near antique; they may be used but should not be moved. Protective pads are provided and must be used on the dining room table. Dining room chairs may be moved to access the dining table. Collapsible tables and Chaivari chairs may be set up or moved within the house; Chaivari chairs may not be used outside. All Garden Center property used, except tablecloths and napkins, must be cleaned and put away in the proper places immediately after the event. All tables and/or chairs must be returned to the ballroom storage closet and stacked or racked neatly after use. Used tablecloths and napkins should be collected and placed in the laundry hamper outside the Venue Director's door. Moving any furniture or furnishings not included in the exceptions above will result in the loss of the security deposit.

Outside Activities: All activities on the patios, gazebo, or other exterior areas of the property, including music from outdoor speakers, must end by 11:00 p.m. and all activities then be confined to the indoors. Throwing rice, birdseed, artificial flower petals or using sparklers (or other fireworks or lit flames) are not allowed. Outside litter caused by the event is to be collected, bagged and placed in trash receptacles. If trash is left on the grounds, a labor charge for cleaning up will be assessed and deducted from the security deposit.

Outside Service Providers: Arrangements for advanced preparation by the hostess, decorator, or caterer, etc. must be made with the Venue Director. Catering supplies, floral arrangements, rented outdoor chairs, tents, or any other furnishings or equipment brought into the Garden Center for the event, must be removed as soon as the event is over unless a different removal time has been pre-arranged with the Venue Director. Absent pre-approval, a charge of \$150 a day will be deducted from the security deposit for each day items remain at the Garden Center. Tallahassee Garden Club is not responsible for loss of any items not removed at the end of the event, including personal items of invitees.

Supervision: Due to the nature of the furnishings both inside and outside this almost 200-year-old property, children should be closely supervised at all times to ensure their safety. Pets are not allowed at any time. Renters are responsible for the behavior and actions of all event guests.

The Party is Over: All events must conclude early enough that clean up can be completed by _____ (insert contracted end time of event). The renter is responsible for restoring the grounds and the rooms in the Garden Center to the condition in which they were found prior to the event. All furniture and equipment belonging to the Garden Center must be cleaned and put away in the proper places at the end of the event. Used linens are to be placed in the laundry bin. All plant material is removed. Trash and garbage are bagged and deposited in the garbage bins inside the green arbor next to the patio.

The renter or his/her representative as designated in the contract must remain at the Garden Center until all guests have departed. At that time, the renter will perform a final walk through with the Venue Director and sign out with the Venue Director. See sign out sheet on page 5 of this contract. Failure to complete these final steps may cause forfeiture of the security deposit. Renter agrees to comply with all requirements in this contract.

An independent walk through by a Trustee will occur within 24 hours of the close of the event to determine the actual deposit refund amount.

Renter or representative initials _____ Date _____
Venue Director or club representative initials _____ Date _____

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SIGN OUT SHEET

The renter or his/her representative as designated in the contract must remain at the Garden Center until cleanup is finished and all guests have departed. At that time, the renter or representative and the Venue Director or designee will perform a walk through for check out. Failure to complete these steps may cause forfeiture or reduction of the security deposit.

Person Responsible for Check out procedures:

I, _____, have remained after the event until all guests have departed and performed a closing check out with the Venue Director.

Initials _____ Date _____ Time Out _____

Venue Director or representative Initials _____ Date _____ Time Out _____

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TRUSTEE ASSESSMENT REPORT

An independent walk through by a Trustee will occur within 24 hours of the close of the event to determine the amount of the security deposit refund. Any reduction in the deposit amount refunded will be explained in a letter to the rental client. Any refunded amount will be mailed within two weeks of the event.

Name of Trustee _____ Date _____ Time _____

Conditions noted affecting refund:

Amount of Deposit to be Returned _____ Trustee initials _____

A copy of this page is kept on file attached to correspondence regarding security deposit refund amounts.

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Rental Rates and Hours effective for contracts signed April 2022 and thereafter

| | Required Deposit | Rental Fee | |
|---|------------------|-------------------------|--|
| <u>WEEKEND AND HOLIDAY RATES</u> Friday, Saturday, Sunday [fourteen (14) hour rental] | \$500. | \$1400 + tax | |
| Friday or Sunday [six (6) hour rental*] | \$500. | \$700. + tax | |
| <u>WEEKDAY **</u> Monday – Thursday | | | |
| 8:00am – 4:00pm [8 hrs.] | \$500. | \$400. + tax | |
| 5:00pm—9:00pm [4 hrs.] | \$500. | \$400. + tax | |
| 9:00am--9:00pm [12 hrs.] | \$500. | \$700. + tax | |
| Additional hours (contracted at least 7 days prior) | | \$70.00 per hr. + tax | |
| Un-contracted hours day of or overtime | | \$110.00 per hr. +tax | |
| <u>WEDDING REHEARSALS</u> Mon. – Thurs. [two hour maximum] (See Venue Director for optional days.) | \$250. | \$100..00 per hr. + tax | |
| <u>INCIDENTALS</u> | | | |
| Chairs (per chair with cushion) | | \$5.50 + tax | |
| Chair covers (per chair) | | \$.60 + tax | |
| Tablecloths (per cloth) | | \$11.00 + tax | |
| Napkins(24 minimum) | | \$16.50 + tax | |
| Napkins (individual) | | \$.75 + tax | |
| Projector [Screen available n/c] | \$250 fee | Prepaid/non-refundable | |
| Arch and stand | | \$15.00 + tax | |
| Gold Chargers or Mirror Squares | | \$1.10 each + tax | |

*Additional hours may be contracted at the time of contract or until 14 days prior to the event and must be paid for according to the deadlines cited above. Any un-contracted hours used will result in the charges reflected above. A six-hour rental may not be extended beyond eight hours or it becomes a full day weekend rental with charges as reflected above.

Holidays include the 10 federal holidays [New Year's Day, MLK, Jr. birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day] the Friday following Thanksgiving, and Christmas Eve through New Year's Eve. The Garden Center is closed to rentals on Christmas Day.