

Tallahassee Garden Club

Rental Agreement

EVENT NAME: _____ EVENT DATE: _____

CLIENT (Person Signing Rental Agreement): _____

Client Address: _____

City: _____ State: _____ Zip: _____

Phone Numbers: Home _____ Cell: _____ Work: _____

E-Mail Address _____

Number of Guests: _____ Type of Event: _____

Serving Alcoholic Beverages Yes___ No___

Outdoor Event Yes___ No___ Indoor Event Yes___ No___

Event Time: _____ Time that you would like access to Club for setup: _____

CLIENT and Tallahassee Garden Club, Inc. ("CLUB") agree as follows:

1. Garden Center Rental - CLUB hereby agrees to rent to the CLIENT the CLUB'S property ("Garden Center") located at 507 N. Calhoun St., Tallahassee, Florida and to include tables and chairs.

2. Deposit - CLIENT shall pay the CLUB a deposit ("Deposit") in the amount of **Five Hundred Dollars (\$500.00)** along with the CLIENT'S execution of this Rental Agreement (Agreement). The Deposit is in addition to the Rental Fees specified in this Agreement and must be a **separate check or money order**. CLUB shall reserve the Garden Center for the CLIENT'S use on the Event Date in consideration for CLIENT'S payment of the Deposit. Confirmation of the rental will be when the Deposit is received. The Deposit will be refunded within two weeks following the EVENT if there are no damages to the Garden Center, Rules & Regulations have been adhered to and CLIENT owes no additional fees to CLUB. Damage assessment will be done by a CLUB representative within 24 hours of end of the event.

3. Rental Fee - CLIENT shall pay the rental fee ("Rental Fee") indicated in Attachment A to the CLUB in consideration for use of the Garden Center on the Event Date. The Rental Fee and all additional fees shall be due **and payable no later than ninety (90) days prior to the Event Date**. If the CLUB does not receive the Rental Fee and all additional fees at least ninety (90) days prior to the Event Date, the CLUB reserves the right to terminate this Agreement. If the event is contracted within 30 days of the event, the Deposit and all Rental Fees are due at the time of signing and must be paid with a cashiers check or money order. Rentals are for the number of hours specified in Attachment A and includes set-up, event time and clean up. If additional hours are used, additional fees and taxes will be deducted from CLIENT'S deposit. It is the CLIENT's responsibility to make payments and provide Insurance as required by this Agreement.

4. Sales Tax - CLIENT shall remit to the CLUB all sales tax applicable to the Rental Fees and additional fees at the time the Rental Fees are paid. If the CLIENT is tax exempt, a copy of the Certification of Exemption must be submitted at the time the deposit is paid.

CLIENT Initials

5. **Payments** - The Deposit, Rental Fee and additional fees shall be payable to “Tallahassee Garden Club” and mailed or delivered to:

Tallahassee Garden Club

507 N. Calhoun St.

Tallahassee, Florida 32301

6. **Cancellation** - CLIENT shall forfeit the Deposit if the Event is cancelled. For cancellations within thirty (30) days of the Event, the CLUB shall in addition, retain the Rental Fee. Cancellation of an event must be in writing and sent to the CLUB to the address specified in section 5.

7. **Terms/Conditions and Club Regulations** - Additional terms and conditions of this Agreement and CLUB Rules and Regulations (“RULES”) are attached hereto as “Attachment B” and by this reference are incorporated into this Agreement. CLIENT hereby agrees to abide by the RULES and to cause its guests, licensees, invitees, agents, employees, and contractors to abide by the RULES. CLIENT agrees to reimburse CLUB for expenses or damages incurred by CLUB because of CLIENT’S or its guests, invitees, licensees, agents, employees or contractors failure to comply with the RULES.

8. **CLUB Representative** - CLUB reserves the right to inspect and control the Event, and to require the presence of a CLUB Representative at all times during the Event. However, the CLUB is not responsible for supervising the Event. CLIENT is responsible for any damages to the Garden Center, its grounds, or furnishings which may occur during the Event.

9. **Indemnification** - The CLIENT agrees to indemnify fully and shall hold harmless the CLUB, its members, officers, trustees, agents, and contractors from all damages, liabilities, actions, suits, claims or other costs (including reasonable attorney’s fees) arising out of or in connection with any damages to property or any illness or injury caused to any person caused by the CLIENT’S use of the CLUB, including the provision of food and beverage, including any acts or omissions on the part of the CLIENT and its agents. The CLIENT shall notify the CLUB representative of any damage or illness or injury of which it has knowledge in, to, or near the CLUB space, regardless of the cause of such damage, illness or injury.

CLIENT agrees to indemnify fully and shall hold harmless the CLUB, its members, officers, trustees, contractors, and agents, against all damages, claims, liabilities and cause of action of every kind and nature, to the extent they are caused by the conduct of the CLIENT, its guests, invitees, licensees, agents, employees, or contractors. CLUB shall give CLIENT prompt and reasonable notice of any such claims or actions and CLIENT shall have the right to investigate, compromise and defend the same to the extent of CLIENT’S own interest.

10. **Liability And Waiver Of Claims** - CLUB and its members, officers, trustees, contractors, and agents shall not be liable for, and CLIENT hereby releases all claims for, any injury or damage to persons or property, or loss of property sustained by CLIENT (or any person claiming through CLIENT) or by its guests, invitees, licensees, agents, or contractors, provided such injury, damage or loss is not due to negligence of CLUB, its members, officers, employees, contractors, or agents. CLIENT agrees to assume full responsibility for the conduct of its guests, invitees, licensees, agents, employees, and contractors.

11. **Food and Beverages** - All food and beverages at the Event shall be provided exclusively by the CLIENT and the CLUB shall have no responsibility for food or beverages at the Event.

12. Force Majeure - In the event the premises are destroyed either wholly or partially by fire, windstorm, tornado, water, or other such event so that in the opinion of CLUB the Event cannot safely take place then, in such event, this Agreement shall be terminated. In such event, CLUB shall have no liabilities to CLIENT, but will return the Rental Fees and the Deposit.

13. Miscellaneous - The terms of this Agreement are contractual and not a mere recital and CLIENT is subject to legal action either by law or in equity for any breach of this Agreement. In the event CLUB is a prevailing party in any litigation against CLIENT arising out of or in breach of this Agreement, or of the conduct of CLIENT or CLIENT'S guests, invitees, licensees, agents, employees, or contractors, CLUB shall be entitled to recover all legal fees.

14. Modification/Special Conditions - Any modification of this Agreement must be in writing and signed by the CLIENT and the CLUB either on the face of this Agreement or the Attachments to this Agreement.

15. Insurance - Renters must provide proof of Event Insurance for the Event being held at the CLUB and the policy must be for a minimum of \$1,000,000.00. If serving alcoholic beverages, the CLIENT must provide additional proof of \$1,000,000.00 Liquor Liability Insurance. The "Tallahassee Garden Club, 507 N. Calhoun St., Tallahassee, Fl.", should be shown as the additional insured party. The proof of insurance must be provided to the CLUB no later than **30 days prior to the event**. Failure to provide insurance shall result in cancellation of event without any refund to the CLIENT. If the event is booked less than 30 days away, insurance must be provided within a week of the booking.

CLIENT (must be at least 21 years of age)

Tallahassee Garden Club

CLIENT Signature

CLUB Representative Signature

Date

Date

850-224-3371
CLUB Phone Number

PHOTOS:

I consent to allow the Tallahassee Garden Club to post photos on their website taken at the Garden Center during my event.

CLIENT SIGNATURE _____

My Representative to do Checkout at end of event:

Name: _____ Cell phone number: _____

Tallahassee Garden Club Rental Fees

Attachment A

Event Name: _____ **Date:** _____

Please indicate your selection by **initialing below:**

WEEKEND RATES		
Friday, Saturday or Sunday	14 Hours	\$ 1,600.00 _____
Friday or Sunday	8 Hours	\$ 900.00 _____

WEEKDAY RATES (Monday thru Thursday) – minimum of 4 hours
\$ 100.00 per hour X _____ hours = \$ _____

HOLIDAYS	14 Hours	\$ 1,600.00 _____
Holidays Include: MLK BD, Washington's BD, Memorial Day, Juneteenth, July 4 th , Labor Day, Columbus Day, Veteran's Day, Friday after Thanksgiving, December 24-December 31. Rentals are not available on Thanksgiving Day, December 25 th and New Year's Day.		

WEDDING REHEARSAL (Monday thru Thursday)	2 Hours	\$ 200.00 _____
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ADDITIONAL HOURS	\$ 100.00 per hour X _____ hours = \$ _____
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Late Rental Payment Fee:	\$100 plus tax
Late Proof of Insurance Fee:	\$100 plus tax
Late Pick-up Fee - Per Day:	\$100 plus tax
Returned Check Fee:	\$ 50 plus bank fees

SUB-TOTAL	\$ _____
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MEMBER DISCOUNT	
_____ %	\$ (_____)

Deposit: \$500
Date Paid _____
Check No. _____

Deposit Ret. Date _____
Amount: _____
Ck. No. _____

SUB-TOTAL	\$ _____
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SALES TAX	\$ _____
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Payments:
Date: _____ Amt: _____
Date: _____ Amt: _____

Tax Exempt Certificate Attached _____

TOTAL DUE	\$ _____
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DEPOSIT: Provide name & address that you would like your Deposit returned to:
Name: _____
Address: _____
City: _____ State: _____ Zip _____

Tallahassee Garden Club
Rules and Regulations
Attachment B

- **ACCESS TO THE GARDEN CENTER:** CLIENT must let the CLUB Representative know the time that you or your caterer will need access to the building on the day of the event.
- **BARS AND BEVERAGE STATIONS:** A water-proof floor covering must be placed under all inside bars and beverage stations. Drink dispensers and beverage stations may not be set up in the parlor.
- **CHAIRS:** Gold Chiavari chairs may be set up anywhere in the house but may not be used outside.
- **CLUB REPRESENTATIVE:** Please remind your caterer, bartender, decorators, etc. to interact and behave professionally with the Club Representative.
- **DINNERWARE:** Dinnerware, silverware and glasses are included in the rental and must be washed, dried and returned to the proper places at the end of the event.
- **DOORS:** Doors should remain closed except to carry items in or out.
- **FIRE EXTINGUISHERS:** Are located in the kitchen, parlor, on the stage in the ballroom and at the top of the stairs.
- **FURNITURE, CHRISTMAS DECORATIONS & PICTURES:** May not be moved. Dining room chairs may be moved to access table but must be placed around the table at the end of the event.
- **HOURS OF OPERATIONS:** January thru November – 9:00 am to 11:00 pm - includes clean-up (event and music must end at 11:00 pm)

December – 9:00 am to 12:00 am -includes clean-up
(event and music must end at 11:00 am)
- **ITEMS LEFT AT THE CLUB:** CLUB will not be responsible for any item or vehicle left on the premises at the end of the event.
- **KITCHEN - Cleaning:** All kitchen surfaces (counter tops, sinks, microwave, etc.) must be cleaned thoroughly with a disinfectant. The kitchen floors must be swept and mopped (brooms, dustpan, mop, and bucket provided by the CLUB).
- **KITCHEN - Food Preparation:** All food to be served at the event must be prepared at an off-site location. The exception is – Outdoor frying and outdoor cooking may be done in the rear parking lot, at least 10 feet from the building. A protective tarp must be placed under all the fryers and cookers. Grease may not be disposed of on the CLUB property.

Tallahassee Garden Club
Rules and Regulations - continued
Attachment B

- **KITCHEN – Leftover Food and Supplies:** All leftover food, dishes, utensils, etc., brought in for the event must be removed immediately after the event.
- **KITCHEN – Use of:** The kitchen may be used for maintaining food temperature, plating food, and assembling beverages only (ice machine is provided).
- **LIGHTING & ROOM TEMPERATURE:** The CLUB Representative will control the lighting and temperature of the Club.
- **MUSIC LEVEL:** The CLUB is in a residential neighborhood and the music level must remain low.
- **PETS:** Are not allowed at any time.
- **PROHIBITED ITEMS:** Lighted candles, sand, fireworks, sparklers, birdseed, confetti, rice, smoke machines, glitter, fire in the fireplace, paint, and smoking (inside). Tape, nails, thumbtacks, and staples may not be placed on the walls, windows, floor, and stage.
- **RENTAL ITEMS, DECORATIONS, ETC.:** All items brought into the CLUB must be removed at the end of the event unless prior arrangements have been made. All items not removed at the end of the event must be placed in the ballroom. CLIENT must arrange to have rental companies designate a pick-up time and the time must be approved by the CLUB Representative.
- **RULES & REGULATIONS:** CLIENT shall provide anyone assisting with the event (decorators, caterer, bartenders, volunteers, coordinator, etc.) with a copy of these Rules and Regulations and they are expected to comply with them.
- **SIGN OUT PROCESS:** The CLIENT or their representative must remain at the Garden Center until all guests have departed and cleanup is completed. The CLIENT and the CLUB representative will perform a walk through for check out and both will depart the premises at the same time. Failure to complete this process may cause forfeiture or reduction of the Deposit.
- **STAGE AREA:** The black curtain and the curtain stand may not be moved and the area behind the curtain is not for CLIENT use.
- **STAIRS & UPSTAIRS AREA:** Are off-limits and are not for CLIENT use.
- **TABLES & CHIAVARI CHAIRS:** Must be returned to the storage closet and stacked or racked neatly.
- **TRASH:** All garbage must be bagged and placed in the trash receptacles beside the patio. Outside litter (including cigarette butts) must also be picked up and bagged.

Tallahassee Garden Club
Rules and Regulations - continued
Attachment B

CHECK OUT

by
CLIENT & CLUB Representative

As the **CLIENT or CLIENT'S Representative**, I have remained after the event until all guests have departed and performed a closing check out with the CLUB Representative.

Name _____ **Signature** _____

CLUB Representative _____ **Time Out:** _____

DAMAGE ASSESSMENT REPORT

Conditions affecting the refund of the Deposit or Assessment of Additional Fees:

NONE _____

NOTED BELOW:

Amount of Deposit to be returned: \$ _____ Additional Fees \$ _____

Club Representative/Trustee _____ Date: _____