

Fort Lauderdale Historical Society  
231 Southwest 2nd Avenue Fort Lauderdale, FL 33301  
Phone: (954) 463-4431 ext. 14 Fax: (954) 343-3866  
business@fortlauderdalehistorycenter.org

**Rental Rules & Regulations**  
**Site Rental Agreement**

This facility rental agreement is made and entered into on \_\_\_\_\_, 2011 by \_\_\_\_\_ (~~%Client~~) and the Fort Lauderdale Historical Society, Inc. (~~%Museum~~) a Florida not-for-profit corporation, located in the New River Inn located at 231 Southwest 2nd Avenue, Fort Lauderdale, Florida 33301.

WHEREAS, the Museum proudly offers portions of the Museum for special events; and, WHEREAS, the terms and conditions set forth in this Site Rental Agreement (~~%Agreement~~) explain the responsibilities and constitute the Agreement between the Museum and the Client. NOW THEREFORE, and in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

**Rental Deposit (non-refundable):**

A \$500 **non-refundable** deposit is due one week after date is requested. If deposit is not received within one week, reservation is automatically removed from calendar. The deposit shall be applied in full as a credit against payment due the Museum under this Agreement as set forth herein.

**Rental Fee:**

Client agrees to pay the Museum a fee for facility rental in the amount of \$\_\_\_\_\_ including sales tax, (**\$500.00 of this amount will have been paid as a non-refundable deposit as noted above**). Of the remaining fees due, 50% must be paid thirty (30) days prior to the event and the remaining balance must be paid no later than fifteen (15) days prior to the event to avoid cancellation. All rental fees are subject to a 6% sales tax as required by the State of Florida. Also, required fifteen (15) days prior to event is a list of all vendors/subcontractors names, telephone and fax numbers.

**Refundable Damage/Security Deposit:**

In addition to the rental fees listed above, a refundable Damage/Security of \$500.00 is required fifteen (15) days prior to the event date and is refundable within five (5) working days after the event, less any overage of allotted time, excess clean up or damage charges. In the event of the imposition of an additional fee due to the Client's use of the Museum, the Client will be invoiced and agrees to pay for all additional cost(s) incurred, even if the charges exceed the refundable security deposit. All amounts will be due thirty (30) days from the receipt of the invoice or letter outlining the additional charges.

**Cancellation:**

Client must notify the Museum in writing as least twenty (20) days prior to the scheduled event in order to not be responsible for the entire rental fee as outlined above. However, in the event of a cancellation, the \$500.00 deposit remains **non-fundable**. Event cancellations less than twenty (20) days prior to the scheduled event will result in the Client being responsible for any and all rental fees contained in this Agreement.

**Conduct during event:**

The Client agrees to comply with all policies, practices, rules, and regulations of the Museum and at its sole discretion the Museum may determine compliance of the Client. Client assumes full responsibility for any and all damages to the physical premises and property of the Museum and for any and all personal injuries caused by any of the Client's guests, invitees, caterers or independent contractor(s) that may occur during any such time the Client, Client's vendors or Client's guests are on the Museum's premises. To ensure the safety and security of the Museum and its contents as well as minimize liability to the Client, all non- rented areas are off-limits to the Client, Client's guests, and Client's independent contractor(s). Any of these individuals found in off-limits areas may be asked to leave the premises. Client's guests, invitees, caterers or independent contractor(s) must comply with any requests made of them by the Museum's Event Coordinator or security personnel. Client is responsible for ensuring that all events must conclude no later than the time specified in this Agreement.

Initials \_\_\_\_\_

**Available Space:**

Full site rental includes the use of both upstairs and downstairs verandas, including the Lucy Bryan Room as well as the surrounding grounds on the inside of the Riverwalk walkway. Gazebos may be rented from the City of Fort Lauderdale. **If not rented by our client, the City of Fort Lauderdale has the right to rent out the gazebos on your event date.** The Museum and grounds are located on the City of Fort Lauderdale public Riverwalk Park. We make every attempt to secure the property, but the Museum is not responsible for the public entering on the grounds. .

**Museum Exhibits:**

Exhibits form an integral part of the Museum's educational and historical mission. In addition to galleries, exhibits can also be located in the Museum. Once positioned, these exhibits are considered permanent and cannot be moved from their locations for any reason. This includes but is not limited to display cases, period exhibits, artifacts, paintings, and holiday decorations. Due to the fact that these exhibits change periodically, the Museum cannot guarantee that the rented space as listed in this contract will have the same appearance as when originally viewed.

**Vendors:**

It is the sole responsibility of the Client to inform independent contractors of Museum rules, regulations, policies, and procedures. **The Museum must receive a list of all vendors with contact information no later than fifteen (15) days prior to the event.** The Client bears the responsibility for all costs associated with outside vendors. The Client must ensure all outside vendors used for the event have current business licenses, certificates of insurance, and proof of workers' compensation insurance. The Client will make arrangements with all vendors to return and pick-up rental items immediately following the event. The Museum is not responsible for any lost or stolen supplies, equipment, or other property that is left after an event. All vendor trash must be properly bagged and disposed of by Client's vendors. Music must conclude at least 15 minutes prior to an event's ending time.

**Catering:**

Only fully licensed, insured caterers may be used. Caterers are responsible for trash removal and supplying all materials necessary, i.e., garbage cans, liners, cleaning supplies, extension cords, etc. Clean up after an event is required and the total responsibility of the renting party. Failure to comply will result in the loss of Damage/Security Deposit. **It should be clearly understood that the duties of the Museum staff concern only the interpretation and security of the site.** Museum staff shall be present to supervise the building and grounds during the function and to close the building and grounds after the function ends. Client and all hired caterers and vendors must be willing to work closely and cooperatively with the Museum staff. The caterer must provide enough staff to service the event, including set-up and breakdown. Certificate of Liability Insurance are required of caterers. The Museum can furnish a list of companies familiar with working on the property successfully. Failure to comply with the Museum rules may result in suspension of the caterer's right to work at the Museum and the forfeiture of the Client's Damage/Security Deposit. **Caterers must close bars serving alcoholic beverages at least 30 minutes prior to the scheduled end of the rental period.** Caterers are prohibited by Florida law from serving alcoholic beverages to persons under 21 years of age or who appear to be intoxicated.

**Caterer's License and Insurance Requirements:**

The caterer must provide a current State of Florida catering license issued through the Department of Business and Professional Regulation, Division of Hotels and Restaurants. The caterer must provide a Certificate of Insurance providing evidence of Current Comprehensive General Liability Insurance in a minimum amount of \$1 million per occurrence, Combined Single Limit Coverage including Product Liability. The following entity shall be named as additional insured: **Fort Lauderdale Historical Society, Inc.** If alcoholic beverages are to be dispensed, served, sold or distributed, the caterer/vendor shall, in addition, provide Liquor Liability Insurance in a minimum amount of \$1 million, Combined Single Limit Coverage. In each instance, the following entity shall be named as additional insured: **Fort Lauderdale Historical Society, Inc.** Caterer shall also provide evidence, in the form of a Certificate of Insurance, of current Workers' Compensation Insurance and Automotive Insurance, if applicable. **All certificates/evidence must be received no later than 15 days prior to date of the event.**

Initials\_\_\_\_\_

**Event Set Up:**

The Museum offers a beautiful outdoor environment with limited covered areas. For this reason it is recommended that tenting options be considered. Wedding & Events Coordinator must be informed of set-up locations for catering, bars, entertainment, etc. at least two weeks prior to event. Client is responsible for ensuring that vendors provide sufficient extension cords, electric panels, lighting, etc. to cover the event's electrical needs. Failure to notify the Wedding & Events Coordinator of electrical requirements may result in inadequate power or power failure and Museum shall not be responsible for any resulting loss. Placement of equipment and electrical needs must be approved in advance. Electrical availability is limited and restricted. No nails, staples, tacks or glue are to be used as securing fasteners for any decorations. Food, beverages and other objects must not be placed on the Museum items such as front desk, tables, etc. VIOLATION WILL RESULT IN A CHARGE AGAINST THE DAMAGE DEPOSIT. Adequate staging for entertainment shall be the responsibility of Client and/or Client's subcontractors (if any). For weddings or events that require extensive production and/or set up, please speak with the Wedding & Events Coordinator. **If the event requires use of the Museum's limited chairs and tables, Rental Company must return them to the Museum's kitchen before packing additional items for pick up.** Deliveries must be accepted and signed by Client or his/her designee and are not the responsibility of the Museum staff. Deliveries will be received Tuesday thru Friday noon to 4pm, unless special arrangements have been made with the Wedding & Events Coordinator. The Museum is not responsible for deliveries, pick-ups or storage.

**Event Clean-Up:**

The Museum is not responsible for items left on property either prior to or at the end of event. ANY ITEMS LEFT OVER 7 DAYS SHALL BE DISPOSED OF UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE WEDDING & EVENTS COORDINATOR. All rental equipment must be removed from the Museum premises within 12 hours of event unless other arrangements have been made with the Wedding & Events Coordinator. **Caterer is responsible for clean up during and after the event.** When caterer leaves the Museum, it should look as it did when caterer arrived. Client is responsible for ensuring all subcontractors provide their own supplies such as but not limited to brooms, cleaning supplies, extension cords, trashcans and liners. Failure to adhere to clean-up rules may result in suspension of caterer's right to work at the Museum and the forfeiture of Client's Damage/Security Deposit. No drinks, liquids, ice, water, etc. may be dumped on the grounds. Catering Service Area sink and drain are to be used for this purpose. Grease or oil may not be disposed of on the Museum property. All trash, garbage debris, and decorations must be bagged and disposed of in the trash receptacle on the Museum property/or removed from the property at the conclusion of the event. Trash removal is the responsibility of the Client and/or caterer. A substantial charge shall be incurred if debris is not removed, and shall be deducted from the Damage/Security Deposit.

**Restrictions:**

The Bride's room on the first floor is reserved for the use of the bridal party. No other guests are permitted in the room. The Museum is not responsible for articles of clothing or belongings kept in the Bride's room. Smoking is restricted to outside. The use of smoke, fog, haze producing equipment, pyrotechnics, open flames of any kind, sparklers, and candles is strictly prohibited. Candles enclosed in a hurricane lamp or similar device is allowed on tables on the grounds of the Museum. Gas stoves and grills are permitted in the catering area only. Fire extinguishers are required at each location a gas stove and/or grill is placed. Children under 14 years of age must be under the supervision of an adult guest at all times when they are on Museum premises. Only birdseed, flower petals may be used during weddings or other events (outside of the Inn). No rice, glitter, butterflies, live animals or confetti is permitted anywhere on property. Only service animals for persons with disabilities are permitted on Museum property. Only alcoholic beverages dispensed by the catering company or a licensed bartender can be consumed on property.

**Valet Parking:**

The client agrees and understands that use of any valet service is strictly at the risk of the Client and agrees to indemnify and hold harmless the Fort Lauderdale Historical Society for any and all claims arising from the use of any valet service.

Initials \_\_\_\_\_

**Hold Harmless:**

The Client shall indemnify and hold the Museum, its officers, board of directors, agents and employees harmless for all complaints or suits made or brought for injury to persons or property caused by the Client, Client's guests, Client's invites, Client's vendors, or Client's independent contractors during the rental period of the agreement.

**Facilities:**

As an historic property, the Museum occasionally conducts restoration projects. The Events Coordinator will make every attempt to notify Client in advance of restoration work planned in or near the event site. The Museum allows property rental from 4:00 pm until 12:00 midnight. Extension of hours the evening of the event is not permitted. Due to the outdoor nature of rental venues, the Museum cannot be responsible for the weather conditions, such as heat, humidity, cold and rainfall. The Museum reserves the right to remove from the premises any person behaving in a manner considered potentially harmful or detrimental to the Museum and/or other guests at the event. Rudeness or excessive rowdiness will not be tolerated.

Event Date: \_\_\_\_\_

Renters Name: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

The signature below indicates that Client has read, understands and fully agrees with the Site Rental Agreement listed in this document.

Signature of client: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Signature of the Fort Lauderdale Historical Society Event Coordinator: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Initials \_\_\_\_\_