

Capital City Garden Club, Inc. **Clubhouse Rental Agreement**

The Capital City Garden Club, Inc. ("CCGC") is a non-profit organization comprised with the mission of encouraging the art of gardening through education of its members and the public. This document outlines the reservation and rental procedures for use of the Capital City Garden Clubhouse ("Clubhouse") located at 626 Tram Road, Tallahassee, Florida 32305.

I. RESERVATIONS

The Clubhouse is the ideal place for any office gathering or celebrations such as birthday parties, retirement parties, receptions, weddings, and meetings.

- A. All reservations must be booked through the Clubhouse Manager at (850) 656-7224.
- B. All reservations require the submission of a completed and approved CCGC Agreement Form. This form can be obtained via the CCGC website which is: www.capitalcitygardenclubinc.com.
- C. The CCGC has priority over any event that is scheduled at the Clubhouse. If there is a conflict, the non-CCGC bookings will be cancelled, and all monies paid for rental will be refunded.
- D. The Rental Agreement, along with the required deposit must be submitted thirty (30) days prior to the event date. The entire balance of the rental fee is due no later than fifteen (15) days in advance of the event date. Failure to pay the balance of the rental fee fifteen (15) days in advance is a breach of the Rental Agreement, and will result in the booking being cancelled, and any rental fees being forfeited. The security deposit will be returned by check from Capital City Garden Club, Inc. within ten business (10) days after the event cancellation.

II. CLUBHOUSE HOURS OF OPERATION/RENTAL FEES

The Club may be rented in the following time intervals:

Monday – Thursday (weekday)

- 8:00 am – 4:00 pm (8 hrs.) - \$300.00
- 5:00 pm – 9:00 pm (4 hrs.)- \$350.00
- 9:00 am – 9:00 pm (12 hrs.)- \$500.00

Friday - Sunday (weekend)

- 8:00 am – 4:00 pm (8 hrs.) - \$450.00
- 5:00 pm – 9:00 pm (4 hrs.)- \$450.00
- 5:00 pm – 12:00 midnight (7 hrs.) - \$600.00
- 9:00 am – 9:00 pm (12 hrs.)- \$1,000.00

III. DEPOSIT

Each rental reservation requires a security deposit of \$150.00 to be paid at the time of the reservation. The security deposit is not deducted from the final cost of the clubhouse fee, and will be returned within ten business (10) days after the conclusion of the event by check from Capital City Garden Club, Inc.

IV. CANCELLATION

Cancellations which occur more than fifteen (15) days prior to the event will receive a refund of 50% of rental fee and the security deposit will be returned within ten business (10) days after the event cancellation by check from Capital City Garden Club, Inc. Cancellations that occur fourteen (14) days or less prior to the event will not receive a refund of any rental fees paid up to the point of cancellation; however, the security deposit will be returned within ten business (10) days after the event cancellation by check from Capital City Garden Club, Inc.

V. ACCEPTABLE FORM OF PAYMENT

Events may be paid by: money order or cashier's check payable to the Capital City Garden Club, Inc. Payments are also accepted via Cash App or Pay Pal.

VI. MAXIMUM OCCUPANCY

Maximum occupancy in the clubhouse is seventy-seven (77) people; however, the maximum occupancy is subject to change due to health or safety guidelines. Please note that all local and state building safety rules or fire department regulations must be observed.

VII. PROHIBITIONS

Rental of the Clubhouse shall not be used for any purposes or activities prohibited by local, state or federal law.

A. Smoking is not allowed anywhere on the Clubhouse property, which includes all locations inside or outside of the Clubhouse.

B. No pets or animals are allowed on the interior or exterior of Clubhouse premises without advance notification to and authorization from the Clubhouse manager.

C. No Illegal drugs or firearms are allowed or may be used anywhere on the Clubhouse property, which includes all locations inside or outside of the Clubhouse.

D. Alcohol may not be sold on the premises, and minors are not permitted to consume alcoholic beverages at any time or anywhere on the premises.

Failure to adhere to the requirements of this section is a breach of the Rental Agreement, and will result in an automatic cancellation of the event, along with forfeiture of the Renter's deposit , if evidence of the above-referenced activity is determined.

VIII. FURNISHINGS AND FEATURES

A. The Clubhouse kitchen is equipped with a refrigerator, microwave and toaster oven. At the conclusion of the event, the Renter must leave the kitchen clean, and in the same condition in which it was found.

B. There is no garbage disposal in the sink; therefore, Renters should not place any food items down the sink for disposal purposes.

C. Renters must use candles and sterno burners with appropriate holders and exercise their usage with care.

D. The Clubhouse is furnished with tables and chairs. It is the responsibility of the Renter to provide setup of tables and chairs and to store all tables and chairs in their original positions at the end of the event. Renters shall not:

1. Remove tables and chairs or any other items from the Clubhouse.
2. Rearrange any other furniture or wall fixtures inside the clubhouse without prior approval from the Clubhouse Manager.
3. Staple, nail, tack or scotch tape decorations or anything to the walls, blinds, doors, ceiling or floor inside or outside the clubhouse. Painter's tape may be used to affix decorations to the walls only.

E. Table decorations and balloons may be used. No decorations or tablecloths are provided.

F. Renters and caterers must provide their own supplies. Renters may not cook any food inside. All food served must be prepared and ready to eat. Hot food may be kept warm by using sternos.

G. The Clubhouse outdoor use permits the use of grills and a deep fryer. The Renter must bring a container to place any grease generated from their event. The Renter must remove used grease the Clubhouse property, and may not discard used grease on the premises.

H. At the end of the event, all items belonging to the Renter must be removed from the premises. The Renter will be financially responsible for the repair of any damage caused to the Clubhouse premises because of inappropriate actions or activity.

IX. KEY ACCESS

The Clubhouse manager will provide the Renter with access to the Clubhouse via lockbox combination.

X. OTHER USAGE CONSIDERATION

- A. Renters may not access the Clubhouse prior to scheduled starting time and the Renter must vacate the Clubhouse by the scheduled ending time.
- B. The Renter should perform cleanup immediate following the event, which includes, but is not limited to:
1. Removal of all personal items belonging to the renter;
 2. Sweeping the floor for food and party items;
 3. Turn the HVAC (air-conditioner or heater) back to the original setting of _____ (air) or _____ (heat) before leaving;
 4. Placing trash in designed containers outside of the Clubhouse building prior to leaving the premises;
 5. Picking up trash generated from the event from the Clubhouse grounds, and placing it in designated trash containers;
 6. Turning off all lights inside the Clubhouse building;
 7. Closing and locking all windows, if opened during the event;
 8. Locking all the doors before exiting the premises;
 9. Supervising all minor children at all times while they are present on the premises;
 10. Parking carefully to avoid running over the designated landscaping areas;
 11. Controlling guest conduct which includes crowd control, noise level and alcohol consumption.

XI. DAMAGE LIABILITY

The Renter is financially responsible for any damage to and or theft from the property belong to the Clubhouse which occurs as a result of the scheduled event. Should damage or theft be discovered, this will result in the automatic forfeiture of the Renter's security deposit.

XII. EVENT INSURANCE

The Renter will obtain event liability insurance to indemnify the CCGC in the case of a claim for bodily injury or property damage at the scheduled event. The Renter must provide a Certificate of Insurance showing that insurance coverage has been obtained for the scheduled time of the event at the Clubhouse property no less than fifteen (15) days prior to the event. If the necessary event insurance is not obtained, then the event will be cancelled and the Renter will receive a refund of any rental fees paid; however, the security deposit will be forfeited. Any rental fees paid will be returned within ten business (10) days after the event cancellation by check from Capital City Garden Club, Inc.

XIII. INDEMNIFICATION

The Renter shall indemnify and hold harmless the CCGC from and against any and all claims arising from Renter's use of the premises. The Renter shall further indemnify and hold harmless the CCGC from and against any and all claims arising from any breach

or default in the performance of any obligation on the Renter's part to be performed under the terms of this Agreement, or arising from any negligence of the Renter, or any of Renter's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the CCGC by reason of any such claim. The Renter upon notice from the CCGC shall defend the same at the Renter's expense. Further, Renter, as a material part of the consideration to the CCGC, hereby assumes all risk of damage to property or injury to persons, invited in, upon or about the premises as a result of Renter's event on the premises, or arising from any cause, and the Renter hereby waives all claims in respect thereof against the CCGC.

XIV. AGREEMENT

Any modification of this Agreement must be in writing and signed and dated by the Renter and Clubhouse manager, either on the face of this Agreement or in a document attached to this Agreement.

Signed: _____
(RENTER)

Date: _____

Print Name: _____

Signed: _____
(CLUBHOUSE MANAGER)

Date: _____

Print Name: _____