

GARDEN CLUB OF DELAND
 865 S. Alabama Avenue, DeLand, FL 32724-6947
 Mailing: P.O. Box 1965, DeLand, FL 32721-1965
 (386) 624-6960 main (386) 279-1241 rental

FACILITIES RENTAL CONTRACT

(Please initial each page where indicated, as acknowledgement of its inclusion)

Contract Date: _____
 Rental Party Name: _____
 Event Contact: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 E-mail: _____

_____ **ONE TIME RENTAL** _____ **LONG TERM (REPEAT USE) RENTAL**

Event Date or Rental Dates: _____ Number of Guests: _____
 Type of Event: _____
 Set Up Time: _____ Event Start Time: _____ Event End Time: _____
 Keys Pick Up Date: _____ Keys Returned Date: _____
 Additional Comments: _____

PAYMENT INFORMATION: Additional 3% charge for payment with credit card

Rental Fee and Tax: _____
 Security Deposit: \$400.00 _____
 Total Due: _____

Deposit: _____	Date: _____	Payment Method: _____
Payment: _____	Date: _____	Payment Method: _____

Deposit Return: _____ Date: _____
 Reason for any non-refunded deposit: _____

VENDORS (Please list any outside vendors): _____

EVENT INSURANCE INFORMATION: W Maddox 530.477.6521 or see QR code

Initial _____

FACILITIES USE AGREEMENT TERMS AND CONDITIONS

1. **Alcohol:** The Garden Club of DeLand must be informed if alcohol will be served at the function. The Rental Party is responsible and liable for all damages arising out of the use of alcoholic beverages at its event. Individuals under the age of 21 shall not be served alcoholic beverages and the Rental Party specifically agrees to take whatever steps are necessary to ensure minors are not served alcohol at the event.

☐ I will not be serving alcohol, therefore the purchase of a "special event" insurance policy will be optional. If I do purchase a "special event" policy, I will provide the Garden Club of DeLand with a copy prior to the event.

☐ I will be serving alcohol; therefore, I will be purchasing a "special event" insurance policy. I will provide the Garden Club of DeLand a copy of the "special event" policy no later than seven days prior to the event. If I am contracting a rental within the seven days prior to the event date, I will provide the Garden Club of DeLand a "special event" insurance policy prior to the event. Failure to provide a "special event" insurance policy would result in a breach of contract resulting in the loss of access and forfeiture of deposit.

2. **Cancellation:** The Garden Club of DeLand must be notified in writing of a cancellation at least 15 days before the event. If the event is canceled 15 days or less before the date of the event, the deposit is forfeited. For events which are booked 15 days or less from the rental date, there is no refund of rental fee for cancellation.

3. **Set Up and Clean Up:** The Rental Party is responsible for all set up and clean up, all of which must occur during the rental period. The Rental Party will clean up after the event, dispose of the trash, and leave the facilities in the same condition they were before the event. The Rental Party and any Vendors must exit the property before 11pm unless otherwise agreed to by The Garden Club of DeLand. The thermostat should be set at 79 degrees and the facility secured. Immediately after the event, the keys should be returned to the Garden Club of DeLand designee or returned to the lock box. See attached Schedule A for the cleanup check list. Please check off all items as completed on the Schedule A checklist and sign prior to leaving.

4. **Conduct and Damages:** The Rental Party agrees to have a designated contact person for the day of the event and be available to liaison with a designee of The Garden Club of DeLand. The Rental Party is required to conduct the event in an orderly manner in full compliance with the applicable law, regulations, all provisions of this contract, and assumes full responsibility for the conduct of all persons in attendance. The Rental Party is responsible for any damage done to persons or property on or about The Garden Club of DeLand clubhouse premises or theft of property. Any damage must be reported immediately to a representative of the Garden Club of DeLand. **The building must be left in the same condition it was prior to the event.** If the facility fire alarm causes the Fire Department to be summoned and it is determined that the Rental Party and/or its guests were the cause, the Rental Party will be responsible for the full cost associated with the Fire Department services. Any damage, cleaning costs or other expenses incurred by The Garden Club of DeLand will be paid out of the damage deposit.

5. **No firearms permitted.**

Initial _____

6. **Damage Deposit:** The Rental Party agrees to pay the returnable damage deposit of \$400 due upon signing the contract and the **balance due 30 days before the event**. This is in addition to the rental fee. In the event there is any damage, loss or expense incurred by The Garden Club of DeLand due to the use, the Rental Party agrees and acknowledges that The Garden Club of DeLand may use the damage deposit for payment of the same **without prior approval of the Rental Party**. The amount of the damage deposit paid hereunder is not a limit of the Rental Party's liability to The Garden Club of DeLand for damaged, loss or expense and any claim for the same by The Garden Club of DeLand must be paid immediately by the Rental Party. If no damages occur, the damage deposit will be **returned within fifteen days of the rental**.

7. **Damages and Repairs:** The Rental Party agrees to be responsible for all damages to the building, grounds, furniture, and equipment associated with the use of The Garden Club of DeLand property. The Rental Party shall make no temporary or permanent modifications to the property without written consent of The Garden Club of DeLand.

8. **Decorations:** Rice, glitter, birdseed, or confetti is not allowed on the facility premises. The use of gum, tacks, nails, staples, or any tape other than masking tape on walls, ceiling or furniture is not allowed. Do not remove any wall décor. All furniture inside the facility shall not be taken outside.

9. **Items Supplied by The Garden Club of DeLand:** The Garden Club of DeLand has items available for use as set forth in Schedule B. It is the Rental Party's responsibility to supply glasses, plates, silverware, dish cloths and dish towels, and any other items for use during the event.

10. **Insurance and Indemnification:** The Rental Party is strongly encouraged to obtain a general comprehensive insurance policy of \$1,000,000 for bodily injury and property damage with the Garden Club of DeLand named as an additional insured ("Special Event Policy"). This is required and non-negotiable if alcohol is being served. See Section 1 pertaining to alcohol. The Rental Party is responsible for all injury and damage of any kind to persons or property (regardless of who the owner of the property may be) arising out of or suffered through any act or omission of the Rental Party, its employees, agents, contractors, or event attendees. The Rental Party further assumes the obligation to indemnify and hold harmless The Garden Club of DeLand, its members, officers, agents, and employees against any and all damages, claims, expenses, or other liability due to personal injury or death or damage to property of others arising out of or suffered through any act or omission of the Rental Party, its employees, agents, contractor, or event attendees in connection with the Rental Party's use of the facilities. All events must comply with all provisions of this contract and the City of DeLand's ordinances and State of Florida Statutes.

11. **Keys:** Keys to the facility will be in the lock box. The code will be given to the Rental Party the morning of their event. Rental Party is hereby instructed to unlock 5 building doors, 2 gated grill doors and 2 exit doors that lead out to the patio. The doors must remain unlocked for the period that the Rental Party will occupy the building. **This is an important fire code issue.** After the event concludes, the Rental Party is responsible for locking all aforementioned doors prior to leaving. Failure to secure (lock) all doors will result in a **\$50 security penalty for every door that is left unlocked**. After locking all doors, the keys must be returned. The keys must be returned to the lock box. **Failure to return the keys results in forfeiture of the deposit.**

Initial_____

12. **Liabilities and Deliveries:** The Garden Club of DeLand shall not be liable for the safety and/or security of any property belonging to the Rental Party or to those persons participating in the use of the property with the Rental Party. All unloading, equipment setup/teardown, and decoration installation are the responsibility of the contracted Rental Party and must be coordinated with The Garden Club of DeLand. The Rental Party and vendors are required to break down and clean up all their supplies and equipment at the conclusion of the event. The Garden Club of DeLand reserves the right to allow the vendors to schedule a pickup date later than the event, if necessary. The Garden Club of Deland accepts no responsibility for lost or misplaced items. **It is the responsibility of the Rental Party and Vendors to clear all tables and chairs of debris and all waste products must be placed in the dumpster. The Garden Club of DeLand clubhouse must be returned to the condition it was in when provided to the Rental Party and Vendors.**

13. **Music and Entertainment:** Equipment requiring electrical connections must comply with voltage standards and fall within the limit of available power sources. Any extension cords, additional microphones and/or speakers must be supplied by the Rental Party.

14. **Outdoor Areas and Parking Lot:** There is no outside activity allowed with the exception of a wedding at the arbor. Bounce-houses, booths, water activities, or other structures are not permitted. The Rental Party has use of the parking lot, but vehicles must be parked in such a way as to leave room for emergency vehicles. There is no parking on adjoining property or in any way that blocks the entrance or exits.

15. **Smoking:** There is absolutely **no smoking or vaping permitted** in or on the premises of The Garden Club of DeLand facilities including the garden areas.

16. **Vendors:** The Garden Club of DeLand reserves the right to approve, prior to the event, all vendors working on the property. Vendors must be appropriately licensed and insured. The Rental Party is responsible for ensuring all vendors adhere to the contract.

17. **No Warranties:** The Garden Club of DeLand hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety, or security of the Premises and the Property; and the Rental Party hereby acknowledges that the Rental Party has inspected the Premises and the Property and hereby acknowledges and agrees that The Garden Club of DeLand does not represent or guarantee the safety or security of the Premises or the Property or of any personal property.

18. **Returned Check :** If any check is dishonored for any reason, your reservation will be cancelled.

19. **Exceptions:** The Garden Club of DeLand reserves the right to make exceptions to the rental policy with the prior approval of the President of The Garden Club of DeLand.

ADDITIONAL DOCUMENTS

Please initial the following documents which are part of this rental agreement, as acknowledgement of their inclusion:

(Documents appear on additional pages)

1) Clean-up Checklist (Schedule A)

2) List of Items Provided by the Garden Club of Deland (Schedule B)

Initial _____

ACKNOWLEDGEMENT AND AGREEMENT FOR USE OF FACILITY:

Signatures:

By signing this **FACILITY RENTAL CONTRACT**, the Rental Party acknowledges having read and comprehends this **CONTRACT** and **ADDITIONAL DOCUMENTS** and understands that this Rental Contract Agreement is binding on both parties and organizations they represent. This Agreement constitutes the entire agreement between The Garden Club of DeLand and the Rental Party and may only be amended by written instrument signed by all parties.

(print) (sign) Date: _____
Rental Party

(print) (sign) Date: _____
Garden Club of DeLand Representative

(print) (sign) Date: _____
Garden Club of DeLand President (for Long Term Repeat Use Rentals, only)

If payment does not accompany this contract, you are not guaranteed your rental date.

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QR for rental insurance



**RELEASE AND WAIVER OF LIABILITY AGREEMENT
FOR THE SERVING OF ALCOHOLIC BEVERAGES**

I, _____ acknowledge that I have the right and authority to enter into this agreement for the activity held at the Garden Club of DeLand, Inc., (herein referred to as "Club"), at the date and time listed below, and that this is an addendum to a rental contract for use of the Club for the activity designated.

I am at least 21 years of age and **take full responsibility** for the serving of any and all alcoholic beverages made available at the listed function. I understand that no persons under the age of 21 may partake of or serve such alcoholic beverages.

I hereby hold the Club, its members, officers, and associates irrevocably harmless for any violation of the above rules, as well as any local and state laws associated with the serving and consumption of alcohol.

Tenant: _____ Agent: _____

Date/Time of Event: _____ Type of Event: _____

Signed _____ Date _____

Print _____

Agent for The Garden Club of DeLand, Inc.

_____ Date _____

Schedule A
Clean Up Requirements Checklist

THINGS TO DO BEFORE YOU LEAVE

- ☐ Set thermostat at 79° on COOL setting, even when you use heat for your function.
- ☐ Turn off lights in both bathrooms, back porch, main hall, kitchen, and storage rooms.
- ☐ Turn off ceiling fans. Switch is in the utility room.
- ☐ Check that all faucets in the kitchen and both bathrooms are turned off.

TRASH

- ☐ Remove all decorations and bagged trash (including bathrooms) to dumpster. This also includes any debris left on the Garden Club grounds due to your event.

INTERIOR CLEAN UP

- ☐ Wipe all folding tabletops and stackable chairs.
- ☐ 8 Tables with 7 chairs and 12 podiums are to be left set up in the Hall.
- ☐ Clean up any floor spills and sweep.
- ☐ Wipe counters, inside refrigerator, stove, and microwave oven. Cleaning supplies are under the sink.
- ☐ Brooms, Swiffer, and vacuum are in the utility room.
- ☐ Please DO NOT use bleach on the floors.
- ☐ Additional chairs and tables placed back neatly in storage room as found.

LOCK UP

- ☐ Each door has two locks. Please make sure both locks are locked on each door.
- ☐ Lock the 2 inside doors leading to the porch.
- ☐ Lock the 5 exterior building doors, except the one you are exiting from.
- ☐ Lock the 2 gated grill doors.
- ☐ Exit by kitchen door and lock both door locks.
- ☐ Return the key to the lock box located by the kitchen door.
- ☐ Any items left after your rental period ends will be disposed of by the Garden Club of DeLand.

All above items have been completed.

(Sign)

(Print)

(Date)

Rental Party Representative

SCHEDULE B
FIXTURES AND EQUIPMENT

KITCHEN

Range

Microwave

Refrigerator

PATIO

Porch furniture under roof

FURNITURE

9 six-foot rectangular tables

15 round tables

4 small card tables

89 stackable chairs

Trash bags are located under the kitchen sink. Place all garbage in the trash, there is **NO Garbage Disposal in the sink.**

Broom, dustpans, mop, pail, and cleaning supplies are in the utility room.

Initial_____