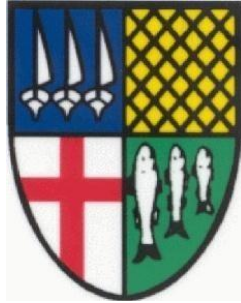


Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103



Thank you for inquiring about the Windermere Town Hall as your event venue. The Town Hall is available for rental on a first come first service basis. To reserve your date a deposit of **\$250.00** and a signed contract is required. All deposits are processed and are a separate charge from the rental fee. A reimbursement check will be mailed to you after public works has completed your exit report.

The Windermere Town Hall is on the National Historic Registry, please review the rules and regulations to insure that you do not forfeit part or all of your deposit and receive a complete refund.

The rental fees are as follow:

- \$1,500.00 for a full day Non- Resident
- \$500.00 For a full day Resident

A full day gives you access starting at 7am the day of your event. The venue must be cleaned and returned to the way you found it upon your arrival by 1am. Failure to vacate by the appropriate time may result in an additional charge(s).

If you have any further questions, please contact the Town of Windermere staff at:
(407) 876-2563

Thank you and we look forward to making your day special.

(Initial)

FINAL PAYMENT DUE TWO WEEKS PRIOR TO EVENT

(On the date set forth below)

A deposit of \$250.00 is due on the date of booking and will be deposited. This is refundable if no damages are incurred, rules are followed under the conditions of this contract, and no additional clean-up is required. If the cost of damages exceeds the deposit, both the renter and the person responsible (if different) will receive a bill for the amount over the deposit. Failure to pay the cost of damages in excess of the deposit may result in legal action being taken by the Town against both the renter and the person responsible (if different) to recover both the excess costs and all associated attorney=s fees and court costs. The rental fee is payable in its entirety on or before _____. The key may be picked up on by 4 p.m. Failure to pick up by this time may result in a staff charge of \$25.00.

This contract includes the Rules and Regulations attached hereto which are incorporated into and made a part of this Contract by reference.

HOLD HARMLESS

(Initial)

The Renter will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, and loss to, all persons and property in the building. The Renter will comply with all laws, ordinances, regulations, and other orders regarding the safety of persons and property, and their protection from damage, injury, and loss.

In an emergency affecting the safety of persons or property, the Renter will act with reasonable care and discretion to prevent threatened damage, injury, and loss. The Renter will indemnify and hold harmless the Town of Windermere and its officers, employees and agents from and against all claims, damages, losses and expenses, including reasonable attorney=s fees and court costs arising out of, or resulting from, the use and occupancy of the Town Hall by the Renter and its agents, servants, invitees, and guests under this contract.

INSURANCE

(Initial)

Renters will be required to provide proof of Liability Insurance for each event where food is prepared, except for minor refreshments (e.q., coffee, tea, cake, cookies, etc).

CANCELLATION POLICY

(Initial)

All cancellations are to be made *in writing* to The Town of Windermere, Administrations Office, 614 Main Street, Windermere, FL 34786. Refund policy is as follows:

<u>Days Prior to Event</u>	<u>Charges</u>
31-60 Days	\$50.00 Charge (Taken out of Deposit)
0-30 Days	\$250.00 (Forfeit Deposit)

Refund checks will be mailed on the 2nd or 4th Friday, unless there is a dispute of the billing after the event. Checks will be issued to the Renter only.

I have read and understand the above information.

Renter

Date

Rental Fee: _____

Deposit Amount: \$250.00

Approved By

Date

Town Manager

For Administrative Use

Key #

Key picked up by

Date

Key returned and deposit pick up by

Date

Rules and Regulations for Rental of Town Hall

(Initial)

1. ___ Renter is solely responsible for damages, any and all accidents, or injuries to persons or property resulting from renter's use of the building. Renter shall pay all costs resulting from said accidents or injuries. Renter shall indemnify and hold the Town of Windermere, its employees, agents, officials and contractors, harmless from and against any and all claim, including, without limitation, attorney's fees (whether incurred before, during, or after trial, or upon any appellate level) arising from the renter's use of the facility.

(Initial)

2. ___ Rental to groups composed of minors will be approved only when an adult requests such rental and accepts the responsibility for supervising the minors throughout the period covered on the rental application. There shall be two (2) adult chaperones for every 25 minors. Chaperones shall remain on the premises until all minors have left the property. Renter and the chaperones shall bear legal responsibility of the supervision of the minors attending the event. At least two days prior to the rental, **renter shall provide the Town of Windermere with the names, addresses and telephone numbers of chaperones. Failure to comply with this rule will constitute a breach of the rental application and it shall be revoked.** Any and all fees paid by the renter shall be forfeited by the renter if the rental application has been breached by renter or revoked for cause by the Town of Windermere.

(Initial)

3. ___ *All deliveries and pick-ups must be arranged for the date and time of the function only. No vehicles allowed on front concrete walk way or grass. If this condition is violated, you will forfeit the deposit and pay for any and or all damage. (Ex. Driving on grass/pavers)*

(Initial)

4. ___ *All decorations must be of free standing style. No thumb tacks, nails, paper clips, push pins, staples, or tape (of any kind) may be used on tables, chairs, windows, floors, walls, fireplace, stage, ceiling fans, and back porch area etc. No candles, space heaters or torches may be used at any time on any surface inside or outside the town hall.*

(Initial)

5. ___ Immediately after the function, take with you the decorations, food etc. that were used.

(Initial)

6. ___ Can liners must be used in all trash receptacles. The trash is to be placed in the trash receptacles which are located behind the building in between the Community room and public restrooms. *A \$125.00 fee will be assessed if trash is not completely removed from the hall to the receptacles.* A cleaning service will be scheduled to clean tables and floors. *Use of glitter, confetti, and similar types of decorations may incur an additional cleaning fee of \$125.00 if not completely disposed of.* Be sure to turn off all fans, lights, etc. and lock all doors (kitchen doors must be locked from inside.)

Note: Entrance and exit to the building is to be made through the front or rear double doors.

(Initial)

7. ___ *Rental time is as follows:*

Full day - 7:00am - 1:00am

Hourly - 60 minutes (No partial hour increments)

The Hall must be cleared out completely by 1:00 a.m. to allow for cleaning and set-up for the next function. Any items remaining after 1:00 a.m. will be discarded by the cleaning service

(Initial)

8. ___ No smoking is allowed in the town hall per state law effective April 1, 1992. Smoking is prohibited on the porch area of town hall as well.

(Initial)

9. ___ The Town will set up the desired number of table and chairs as requested by the renter. At no time will renter remove chairs, tables or any other equipment from the facility. Set-up sheets must be turned in 2 weeks prior to function.

(Initial)

10. ___ **Town tables and chairs may not be used on the porch area. You may rent from a company of your choosing or bring your own.**

(Initial)

11. ___ In case of power failure and/or building emergencies, please contact Scott Brown at cell (321) 299-2410.

(Initial)

12. ___ A Noise Ordinance is in effect from 10 p.m.-7 a.m. Because Town Hall abuts a residential area, the renter will ensure that they maintain a level of noise/sound/music that does not go beyond 100 feet from the Town Hall during these hours.

Initial

13. ___ Alcohol may be served at your event. Renter is solely responsible if someone under age is caught drinking. Your event will be stopped and all deposits will be forfeited.

(Initial)

14. ___ **A TOWN FUNCTION WILL TAKE PRECEDENCE OVER A RENTAL.**

(Initial)

15. ___ **During the Holiday season (late November – early January) a large Christmas tree will be displayed. The tree will not be removed until after the new year holiday.**

I have read and agree to abide by all the rules and regulations set forth on this contract and all Town ordinances.

Renter

Date

Witness

Date