



614 MAIN ST. WINDERMERE, FL 34786, (407) 876-2563
 WWW.TOWN.WINDERMERE.FL.US

TOWN HALL RENTAL AGREEMENT

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-served basis with Town-sponsored events taking precedence. To reserve your date, a deposit of \$250 (check or money order made payable to *The Town of Windermere*) and a completed agreement are required. All deposits are processed as/are a separate charge from the rental fee. A reimbursement check will be mailed to you after Public Works has completed your exit report. Please note, deposits cannot be cash or credit card.

Please be aware that the Town of Windermere is currently in the process of proposing enhancements and repairs to the Town Hall. As such, the availability of the Town Hall may be subject to change. Any event dates or rentals during this time will be provided with 60 days' notice of any changes.

The Windermere Town Hall is on the National Historic Registry. Please carefully review the rules and regulations contained within this agreement to ensure that you do not forfeit part or all of your deposit, but that you receive a full refund of that deposit. If you have questions regarding any of the policies within this agreement, please contact Ms. Brianna Wilson at BWilson@town.windermere.fl.us.

FEE	RESIDENT* RATE	NON-RESIDENT RATE
DEPOSIT	\$250.00	\$250.00
FULL DAY	\$500.00	\$1,500.00
1 HOUR	\$150.00	\$450.00
2 HOURS	\$225.00	\$525.00
3 HOURS	\$300.00	\$600.00
4 HOURS	\$375.00	\$875.00
<i>Fridays, Saturdays, and Sundays are billed as full-day rentals, as well as events of more than 5 hours on Monday, Tuesdays, Wednesdays, and Thursdays.</i>		
CAPACITY		
	MAIN HALL	125
	STAGE	12
	PORCH	65

A full-day rental allows a renter access to the Town Hall beginning at 7:00am on the day of the event. The Town Hall must be cleaned and returned to the state it was in prior to the event by 1:00am the following morning. Additionally, all guests, rental furniture, decorations, etc. must be removed by this time. Failure to vacate by the indicated time will result in a forfeiture of part or all the deposit.

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

**Resident is defined as one who lives within the incorporated limits of the Town of Windermere. A "Windermere street" address or zip code is not necessarily indicative of a Resident. Town Staff will clarify residence before finalizing the agreement.*



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RENTER: _____ DATE: _____

ADDRESS: _____

PRIMARY PHONE: _____ EMAIL: _____

TYPE OF FUNCTION: _____ NO. ATTENDING: _____ NO. HOURS: _____

DATE RESERVED: _____ DAY OF THE WEEK: _____ START: _____ / END: _____

FEES & CAPACITY

FEE	RESIDENT* RATE	NON-RESIDENT RATE
DEPOSIT	\$250.00	\$250.00
FULL DAY	\$500.00	\$1,500.00
1 HOUR	\$150.00	\$450.00
2 HOURS	\$225.00	\$525.00
3 HOURS	\$300.00	\$600.00
4 HOURS	\$375.00	\$875.00
<i>Fridays, Saturdays, and Sundays are billed as full-day rentals, as well as events of more than 5 hours on Monday, Tuesdays, Wednesdays, and Thursdays.</i>		
MAIN HALL		125
STAGE		12
PORCH		65

DEPOSIT CHECK # _____ DATE PAID: _____

RENTAL FEE \$ _____ CHECK # _____ / VISA MC DISCOVER DATE PAID: _____

KEY #: _____ PICKED UP BY: _____ DATE: _____

RETURNED STAFF / DATE: _____



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RENTER TO INITIAL THAT THEY HAVE READ & UNDERSTAND THE FOLLOWING:

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

_____ **FINAL PAYMENT DUE TWO WEEKS PRIOR TO EVENT (ON THE DATE SET FORTH BELOW)**

A deposit of \$250.00 (check or money order made out to the *Town of Windermere*) is due on the date of booking and will be deposited. This deposit 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, the individual who signed the rental agreement will receive a bill for the amount over the deposit. Failure to pay the cost of damages more than the deposit may result in legal action being taken by the Town against the signed renter to recover both the excess costs and all associated attorney's fees and court costs.

The individual who signs the rental agreement must be the same individual who makes all payments.

The rental fee may be paid via check, money order, or Visa/MasterCard/Discover (please note we do not accept cash or American Express). **The rental fee is payable in its entirety on or before _____.**

_____ **KEY PICKUP**

Your key may be picked up between the following dates/times: _____.
Failure to pick up your key will result in an additional staff charge of \$250 or forfeiture of the deposit.

_____ **HOLD HARMLESS**

The Renter will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the building. The Renter will comply with all laws, ordinances, regulations, or other orders regarding the safety of a person or property, or their protection from damage, injury, or 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, or loss. The Renter will indemnify and hold harmless The Town of Windermere and its agents from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of Town Hall by the Renter, its agents, servants, invitees, and guest under this contract.



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INSURANCE

The Renter will be required to provide proof of Liability Insurance for each event where food is prepared, except for minor refreshments.

EVENT PLANNERS

Renters are entitled to employ the services of an event planner for their rental. However, the Town will only communicate with the signing individual named on the rental agreement and not through a 3rd party event planner. If an event planner needs to communicate with the Town, the signed renter must be present for all communications.

CANCELLATION POLICY

All cancellations are to be made *in writing* to:

Town of Windermere

Attn: Brianna Wilson

614 Main Street Windermere, FL 34786

Or bwilson@town.windermere.fl.us

The refund policy is as follows:

<u>DAYS PRIOR TO EVENT</u>	<u>CHARGES TAKEN OUT OF DEPOSIT</u>
Greater than 60	\$0.00
31-60	\$50.00
0-30	\$250.00 (forfeit)

Refund checks will be mailed out within 4 weeks of the cancellation or the event 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 SIGNATURE: _____

DATE: _____



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TOWN HALL RENTAL AGREEMENT

RENTER TO INITIAL THAT THEY HAVE READ & UNDERSTAND THE FOLLOWING RULES & REGULATIONS FOR THE RENTAL OF THE WINDERMERE TOWN HALL:

1. _____ The renter is solely responsible for damages, and 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.
2. _____ Rental to groups composed of minors will be approved only when an adult requests such a 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 for the supervision of the minors attending the event. At least one week prior to the rental, the renter shall provide the Town of Windermere with the names, addresses and telephone numbers of the 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.
3. _____ All deliveries and pick-ups must be arranged for the date and time of the function only. No vehicles are permitted on the front concrete walkway or grass. If this condition is violated, the renter will forfeit the deposit and pay for any and all damage.
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, interior or exterior surface, or back porch area. No candles, space heaters, or torches may be used at any time on any surface inside or outside the Town Hall.
5. _____ Immediately after the function, the renter shall remove all decorations, rental furniture, food etc. that were used. The Hall must be completely cleared by 1:00am.
6. _____ Liners must be used in all trash receptacles. The trash is to be placed in the dumpster behind the Town Hall at the edge of Town Square Park. 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 will 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 are to be made through the front or rear double doors.**



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7. _____ **Rental time is as follows:**

Full Day: 7:00am – 1:00am

Hourly: 60-minute increments up to 5 hours (no partial hour increments)

The Town Hall must be completely cleared by 1:00am to allow for cleaning and set-up for the next event. Any items remaining after 1:00am will be discarded by the cleaning service. If renters wish to access the Town Hall early, or wish to extend their cleanup time, they must reserve and pay for the time. The Town does not guarantee extra time will be available to be reserved.

8. _____ No smoking is allowed in the Town Hall per state law effective April 1, 1992.

9. _____ The Town will set up the desired number of tables and chairs as requested by the renter. At no time will the renter remove chairs, tables, or other equipment from the facility. Set-up sheets must be turned in 2 weeks prior to the event to Ms. Brianna Wilson at BWilson@town.windermere.fl.us.

10. _____ Town tables and chairs may not be used outside, including on the porch. The renter may rent from a company of their choosing or bring their own. Any non-Town furniture must be removed from the Town Hall by 1:00am or it will be discarded.

11. _____ In case of a power failure and/or building emergency, please contact Public Works Director, Tonya Elliott-Moore, at 321-299-2410. Please note, failure to pick up keys and thus not having access to the Town Hall does not constitute an emergency and renter will forfeit their \$250 deposit. WPD will not unlock Town Hall unless rental status can be verified by Town Staff, and forfeiture of the \$250 will also ensue.

12. _____ A noise ordinance is in effect from 10:00pm – 7:00am. Because Town Hall abuts a residential area, the renter will ensure that they maintain a level of noise/music that does not extend beyond 100 feet from Town Hall during these hours.

13. _____ Alcohol may be served at your event. The renter is solely responsible if someone underage is caught drinking. The event will be stopped immediately, and all deposits will be forfeited. If alcohol is sold, the renter must provide their (temporary) liquor permit to the Town 2 weeks in advance.

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

15. _____ During the Holiday Season (November – January) a large Christmas tree will be displayed. This tree will not be removed or relocated for private events. In addition, the mantle above the fireplace will also be decorated. These decorations are not to be moved or altered by renters, nor will Town Staff remove or alter.

16. _____ Renters are not entitled to use the Town's A/V equipment but may bring their own. No associated cords and cables should be taped to the floor but should be secured with rigid plastic strips if needed.



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17. _____ Renters are responsible for any and all damage to the drinking fountain. The Town cannot guarantee the fountain will be functional for renters or events. The fountain is not to be altered.
18. _____ Renters are required to view the Blueline360 AT-EAS Active Threat Alert system linked on our website, <https://town.windermere.fl.us/residents/rentals/>, prior to rental. The renter agrees to not abuse this system themselves or to allow guests to abuse this system. Renter assumes full responsibility for any and all fines and fees should the system be activated when no emergency is present, regardless of who activated it.
19. _____ In the event of severe weather, natural disaster, or pandemic, the Town reserves the right to cancel events. In these instances, the renter will be refunded their deposit and any paid balance and will receive first choice on a new date.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION. I AGREE TO ABIDE BY ALL THE RULES & REGULATIONS SET FORTH IN THIS CONTRACT AND ALL TOWN ORDINANCES.

RENTER SIGNATURE: _____

DATE: _____

TOWN STAFF SIGNATURE: _____

DATE: _____