

Venue Rental Contract

The Innkeeper, LLC
d/b/a The Park Avenue Inn
323 E. Park Avenue
Tallahassee, FL 32301
(850) 290-2022
reservations@theparkavenueinn.com

Date: _____

Renting Party Information:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Financially Responsible Party Information:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Event Information:

Type of Event: _____

Event Date: _____

Event Start Time: _____ Event End Time: _____

Event Set Up Time: _____ Break Down Completed by: _____

Approximate Number of Guests: _____

Post-Event Clean-Up Representative Name: _____

Phone: _____

Rental Costs:

Rental Fee: _____

Required Security Deposit (Due at Signing): _____

Estimated Service Fee at \$35/hr.: _____

Paid in Full: _____, 2020. (to be completed by The Inn)

Property Rental Agreement

This Rental Agreement is made and entered into as of the date first written above by and between The Innkeeper, LLC d/b/a The Park Avenue Inn (hereinafter referred to as "The Inn"), and _____ (hereinafter "Renting Party").

Renting Party agrees to rent all common areas of The Inn, excluding guest rooms unless reserved by the Renting Party, for the above described Event upon the terms and conditions set forth in this Rental Agreement. (Common Areas: front porch, parlor, dining room, family room, back porch, courtyard and gardens.)

Terms and Conditions

Indemnification: The Renting Party shall be solely liable and responsible for all costs, expenses, damages, liabilities, claims or suits arising or resulting from its use or occupancy of the property rented pursuant to this Rental Agreement, and the Renting Party covenants and agrees to fully indemnify and defend and hold harmless The Inn and its respective officers, directors, trustees, agents, servants and employees, from and against any and all claims, liabilities or causes of action of any kind or nature brought by or on behalf of any person or party arising out of the use or conduct of the Renting Party or any of its agents, employees, guests, visitors, invitees, vendors or subcontractors pursuant to this Rental Agreement. The Renting Party's duties as set forth in this paragraph shall survive termination of this Rental Agreement.

Waiver of Claims: The Renting Party agrees that The Inn and its respective officers, directors, trustees, agents, servants and employees, shall not be liable or responsible for, and the Renting Party hereby releases them from, any and all claims for bodily injury, economic loss, or other damages or loss sustained by the Renting Party or any of its agents, employees, guests, visitors, vendors or subcontractors resulting from any fire, accident, act of God, occurrence or situation on the rented premises/facility or any other part of The Inn property or buildings.

Insurance: The Renting Party shall submit proof of liability insurance in the amount no less than \$100,000 naming The Innkeeper, LLC as an additional insured, for the date and hours of the event covered by this Rental Agreement. A certificate of liability insurance, in form and substance satisfactory to The Inn, shall be provided to The Inn 30 days prior to the Event.

Permitted Uses: The Renting Party agrees at all times to fully and promptly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of the Premises. The Renting Party shall not use or knowingly permit any part of The Inn to be used for any unlawful purpose.

Endorsement: The Renting Party will not use The Inn name to suggest endorsement or sponsorship of

the Event absent The Inn's express written consent.

Security Deposit: A Security Deposit in the amount of \$ _____ is required for the Event and is due on _____, 20____. This Security Deposit is separate from the total amount due and is potentially refundable, subject to the terms of this Rental Agreement. This Security Deposit is due at signing. The Security Deposit will be refunded within 30 days after the Event, provided there is no damage to the facility, the terms and provisions of the Rental Agreement have been met, the Event ends at the time listed in the Rental Agreement, and the property is left clean and in the same condition and order as it was found. If the Security Deposit is not sufficient to cover the cost of the repairs and/or replacements and/or breaches, the Renting Party will continue to be responsible and will be billed separately for any charges incurred as a result of such damage.

Payment: The Renting Party shall make full payment of the Rental and Hostess Fee on the date of the Event. If The Inn does not receive the Security Deposit on the Due Date, the Rental Agreement shall be null and void.

Cancellations/Refunds:

If written notice of cancellation is received by The Inn at least 180 days prior to the contracted Event, 100 percent of the Initial Rental Fee shall be returned to the Renting Party.

If written notice of cancellation is received between 180 days and 90 days, 50 percent of the Initial Rental Fee shall be retained by The Inn and 50 percent shall be returned to the Renting Party.

If the contracted Event is cancelled fewer than 90 days prior to the Event, the entire Initial Rental Fee shall be retained by The Inn.

If the contracted Event is cancelled fewer than 30 days prior to the Event, the Renting Party shall be responsible for the Total Rental Fee and any additional fees/costs incurred by The Inn as a result of the contracted Event.

Force Majeure:

If the performance by either party or any obligation under this Rental Agreement (other than payment obligation) is delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, terrorist attacks, war, civil disturbances, accidents, damage to its facilities, labor disputes, act of any government body, or failure or delay of third parties), it will be relieved of performance of such obligation to the extent such performance is so limited or prevented, without liability of any kind. Nothing contained in this Rental Agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers, or other entities, which it considers unreasonable.

Renting Party's Personal Property:

The Renting Party agrees that all personal property brought into The Inn shall be at the risk of the Renting Party only and The Inn shall not be liable for theft or for any damages caused by any acts or omissions of any person.

Additional Hours:

If anyone associated with the Event arrives outside the contracted hours, the property and buildings will not be available unless specifically arranged by a representative of The Inn. The Renting Party shall complete all clean-up and depart within the contracted time. Opening/Closing the property earlier or later than the specified contracted time may result in an additional charge.

Late Departure:

The Renting Party is responsible for ensuring that all guests, caterers and vendors have departed The Inn before the Renting Party departs. A late departure will be subject to a late departure fee of \$200/hr, billed in 30-minute increments. Late departure fees will be deducted from the Security Deposit. Additionally, the Renting Party may be subject to other costs or damages caused by or resulting from the Renting Party's late departure.

Security and Security Personnel:

The Inn rentals are required to have a security person on site for events of 100 people for the event contracted hours. The Inn will secure and schedule the security person. Fees for the security person will be determined and payable by the Renting Party in full 30 days prior to the Event. The Inn may evict any person from the property at any time for any reason.

Miscellaneous:

All parking for the Event will be on-street in metered spaces. There is no meter charge after 6 p.m. weekdays or on Saturdays or Sundays. The Inn cannot and does not guarantee the use of any parking facilities under this Rental Agreement.

The Inn agrees to provide interior climate control, lighting and restrooms, but retains the right to terminate this Rental Agreement in the event the indoor Property conditions become unsuitable for the Event.

Renting Party enters into this Rental Agreement with the understanding that it is binding regardless of weather conditions, even though inclement cold or hot weather may prevent the full use and enjoyment of The Inn and the grounds. The Inn is under no obligation to provide indoor facilities as an alternative to an outdoor event or to refund the Security Deposit or the Rental Fee due to inclement weather.

Notices required to be given under this Rental Agreement are to be sent to the addresses as listed above.

The Inn shall not be responsible for any loss or inconvenience suffered by the Renting Party or its guests or invitees as a result of power failure resulting in the interruption of the electrical power service to The Inn.

Venue Requirements - Catering

All food must be served by an approved licensed and insured catering service. The Park Avenue Inn does not have an exclusive agreement for catering, but a list of qualified caterers is available upon request. Only professional caterers with current business licensure and business insurance are permitted on the premises and must be approved by the Park Avenue Inn 20 days in advance of the event.

To become an approved vendor for a specific event, the prospective catering service must submit to the Park Avenue Inn a copy of its current catering business license from the State of Florida, Department of Business and Professional Regulation, and a copy of their current \$1,000,000 per occurrence or larger Certificate of Liability Insurance policy adding "The Park Avenue Inn" as a certificate holder onto the policy for the day or year.

The rental client is responsible for making sure all vendors are approved in advance by the Park Avenue Inn. All food licenses must be submitted to the Park Avenue Inn and in compliance with state and local laws and regulations as well as any policies of the Park Avenue Inn. At least two weeks prior to the event, the client and/or food and beverage service providers must place on file at the Park Avenue Inn copies of current business licenses, liability insurances, and State of Florida food services licenses. These will be held on file and only need to be presented again upon renewal.

Vendors must notify the Park Avenue Inn of any changes in status or validation of required licenses, insurances, etc. The client and all vendors are responsible for providing their own garbage bags and cleaning materials. The catering service or Renter is responsible for busing tables, busing all areas used including lobbies, windowsills and restrooms, rinsing and restacking all outside rental dishes, glasses, and flatware and returning these items to their original rental containers. Caterer and/or client is also responsible for cleaning the kitchen and disposing the garbage throughout the event and at the end of the evening. The facility rental client and the client's caterer must meet with the Park Avenue Inn facility rental coordinator at least two weeks prior to the event to finalize arrangements for deliveries, set-up/tear-down, security, and other necessary details.

Any caterer that can demonstrate capacity and experience to meet the Park Avenue Inn's requirements for service will be considered for approval. Rental client is responsible for getting their preferred caterer approved by the Park Avenue Inn facility rental coordinator prior to contracting with the caterer. Caterers wishing to "pre-qualify" for service at the Park Avenue Inn may do so by meeting with the facility rental coordinator or their designee and providing the required evidences of competency.

Venue Requirements – Additional Rentals

For all seated outdoor events, a tent reservation from a rental company is required. Rental client must provide proof of rental reservation no less than two weeks prior to the event, complete with contact information for the rental company. The rental client must follow the tent reservation company's recommendations on the necessity of the tent, determined no more than a week out from the event. The Park Avenue Inn has worked with several rental companies in town and is happy to provide recommendations if necessary.

Additional Rental Agreements: The undersigned, on behalf of the Renting Party, has read, understands and agrees to abide by the Rules of The Inn. All such Rules are incorporated herein by reference and made part of this Rental Agreement.

Florida Rental Agreement: This Rental Agreement is made and entered into in the State of Florida and it shall be interpreted in accordance with the laws of Florida. Any dispute hereunder shall be heard and determined in the courts of Leon County, Florida, unless mediation or arbitration are mutually agreed upon by the parties to this Rental Agreement. This is the entire Rental Agreement between the parties, and it may not be changed, extended, amended or modified except in writing signed by all parties.

Entered into and agreed upon: the ___ day of _____, 20____.

The Park Avenue Inn: _____
Renting Party: _____

Name: _____ Name: _____ (please print legibly)

Title: _____