

THE FLORIDA LEGISLATURE

FLORIDA HISTORIC CAPITOL MUSEUM



KATHLEEN PASSIDOMO *President of the Senate*

TIFFANY BAKER Museum Director **PAUL RENNER** Speaker of the House of Representatives

THE FLORIDA HISTORIC CAPITOL MUSEUM

CONTRACT FOR RENTAL OF A BREAKFAST OR LUNCH MEETING SPACE

This Contract for Rental of a breakfast or lunch meeting Space is entered into by Tiffany Baker, Director of the Historic Capitol, on behalf of the Historic Capitol, and by ______, on behalf of ("Renter").

1. GENERAL PROVISIONS

The Historic Capitol in Tallahassee houses a museum that includes restored areas, important exhibits, artifacts, and interpretive areas that address significant eras and issues from Florida's political past. This historically important building and its contents must be preserved and maintained; therefore, precautions must be taken to safeguard the interior, exterior, and adjacent grounds at all times, particularly during loading and unloading of supplies for events.

These facilities may not be used as a venue for a political campaign or special interest group event if such use would, in the opinion of the Director, give the appearance of an endorsement of a candidate or special interest by the Florida Legislature. Prices and permission for events and activities are subject to revision or withdrawal at the discretion of the Director of the Historic Capitol.

The Historic Capitol is a museum, and uses determined by the Director to be incompatible with that mission may be prohibited. The Historic Capitol permits individuals and groups to rent designated spaces within the Historic Capitol for limited private purposes that are compatible with the Historic Capitol's mission; however, by permitting this limited use, there is no intent to permit use of the Historic Capitol or any of its facilities as a public forum.

2. AVAILABLE BREAKFAST OR LUNCH MEETING ROOM

The Senate Chamber (Room 215) may be rented based upon a meeting time of 4 hours or less for the purpose of conducting a **breakfast meeting** during the following hours:

Monday - Friday 8:00 a.m. – 12:00 p.m. [continental breakfast only]

A meeting may continue past the breakfast hours, but must conclude by 12:00 noon. By 12:00 noon, the Senate Chamber must be put back in order with all food taken away.

The Senate Chamber (Room 215) may be rented based upon a meeting time of 4 hours or less for the purpose of conducting a **lunch meeting** during the following hours:

• Monday – Friday 10:00 a.m. - 2:00 p.m. [box lunch only]

A lunch meeting must conclude by 2:00 pm. By 2:00 pm, the Senate Chamber must be put back in order and all food taken away.

3. RENTAL FEE AND DEPOSIT

The following rental fee is based upon the number of hours the Renter expects to utilize the Senate Chamber at the time this Contract is executed:

- 4 hours or less: \$400.00 + 7.5% Florida sales tax (\$430.00) plus a deposit of \$325.00
- More than 4 hours: \$800.00 + 7.5% Florida sales tax (\$860.00) plus a deposit of \$325.00

A deposit of \$325.00 is required for each rental, regardless of how long the Chamber is utilized by the Renter. The full deposit will be returned after the breakfast or lunch meeting unless the Director determines, at her sole discretion, that some or all of the deposit must be used to restore the area to its original condition.

The capacity for the Senate Chamber is 150 during an event without food service and 125 during an event with food service.

4. **RESERVATION OF MEETING SPACE**

The Renter must complete the following room reservation request:

Date of event:	
Start and end time of event:	
Number of guests:	

Rental of the Senate Chamber is not confirmed until this Contract is approved by the Event Manager and executed by the Director of the Historic Capitol. The Director will not execute this Contract until completion of the following steps:

- This Contract is signed by a person who has authority to execute contracts on behalf of the Renter;
- The Renter provides a copy of a Consumer's Certificate of Exemption from Florida sales tax, if applicable.
 The certificate must be sent with the signed contract;
- Following receipt of this signed contract, the Historic Capitol Foundation sends the Renter an invoice;
- Following receipt of the invoice, the Renter makes payment (by card via phone, mailed or hand delivered check to the Office Manager, check payable to the *Florida Historic Capitol Foundation* in the amount of the applicable rental fee plus deposit). See section 13, CLEAN UP, for information on the refund of the full deposit.

5. CANCELLATIONS

A meeting is not considered cancelled until the Events Manager of the Historic Capitol receives written notice of cancellation from the Renter. If the Events Manager receives written notice of a meeting's cancellation 14 or more calendar days prior to the meeting date, the full rental fee and deposit will be refunded. If written notice of cancellation is received by the Events Manager of the Historic Capitol less than 14 calendar days prior to the meeting date, the deposit will be retained as a cancellation fee.

6. LIABILITY

The Renter is solely responsible for all costs, expenses, damages, liabilities, claims or lawsuits resulting from use of meeting space at the Historic Capitol, including those that occur as a result of any person participating in or attending the meeting, including but not limited to caterers, rental staff, and hired staff. The Florida Legislature and Department of Management Services assume no liability for the acts, omissions to act or negligence of the organization, its agents, servants, or employees, nor shall the Renter disclaim its own negligence to the State of Florida or any third party.

Updated 7/16/2021

7. DISRUPTION OF EVENT

The Florida Capitol Police, in consultation with the Director of the Historic Capitol, reserves the right to cancel or alter reservations based on any unforeseen security or safety concerns. In such cases, the Florida Legislature, the State of Florida, its agencies, employees and agents, are not liable for any claims or expenses incurred by the Renter, or incurred by any third party associated with the event, as a result of the cancellation of the meeting including, but not limited to, the cost to publicize the event, equipment rental fees and deposits, personnel costs, transportation, and hotel accommodations.

8. **RESTRICTIONS ON USE**

The Renter agrees to comply with the following restrictions on use of rented meeting space in the Historic Capitol:

Food and beverages are permitted at meetings in the rented space but not in the Exhibit Rooms.

Furnishings and exhibits in the museum, including the Senate Chamber, may not be moved.

- The Renter must leave the meeting space in the same condition as it was found.
- All areas of the Historic Capitol, other than the rented meeting space or other spaces designated by the Director, must remain accessible to the public during museum business hours.
- Under no circumstances are signs, banners, charts, etc., to be taped or attached to the walls, furniture, or floors within the Historic Capitol.
- The Renter must ensure that all invited children are properly supervised at all times.
- Alcoholic beverages may only be served during evening receptions. All bars serving alcohol must be catered.
- The window blinds may not be altered or adjusted in any way by the Renter or guests. Please ask Historic Capitol staff for assistance if blinds need adjustment.
- Sales events are not permitted.
- Candles and open flames are not permitted.
- Only freestanding and self-contained table decorations are allowed. The Events Manager must approve all decorations.
- Confetti and glitter are not permitted.
- Dancing is not permitted in order to protect the floors.
- At no time during the rental event should any exterior door be propped open.

The Events Manager may impose additional reasonable restrictions as warranted.

9. CATERING

The Renter agrees to comply with the following requirements regarding catered events:

- Each caterer must be approved by the Events Manager.
- Each caterer (and rental company if applicable) must contact the Events Manager at least (1) week prior to the event to make arrangements for loading, setting up, parking, trash removal, and to discuss other necessary details.
- All food must be cooked prior to arrival at the Historic Capitol and must only require arrangement after arrival. Set-up and final preparation of food must be conducted in designated areas only. A small kitchen in the basement of the Historic Capitol may be used for that purpose.

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10. LICENSES

The Renter is responsible for up-to-date food and liquor licenses. Proof of necessary licenses may be requested at any time.

11. BREAKFAST or LUNCH MEETING SET-UP AND STAFFING

From Monday through Friday, the Renter may not begin set-up for a **breakfast meeting** held between 8:00 a.m. and 12:00 p.m. **until 7:30 a.m. the morning of the meeting**, or *if* Senate Chamber is available, between 4:00 p.m. and 4:30 p.m. the weekday evening *before* the scheduled meeting. A lunch meeting must conclude by 2:00 pm. By 2:00 pm, the Senate Chamber must be put back in order and all food taken away.

The Renter must designate an individual who is physically capable **to set up and staff the meeting**. The Historic Capitol Museum does not provide staff to set up and clean up the Senate Chamber.

Legislative and/or Historic Capitol staff persons are not available to load/unload vehicles, set-up tables, decorate, move equipment, or remove trash. The Capitol Police request that all loading zones remain clear of any materials used during a meeting. The Events Manager will provide information about loading and unloading materials in the Capitol Complex.

The Senate Chamber contains 32 permanent desks that are available for seating but *must not be moved*. The Renter is responsible for providing any additional seating that may be required. Please see items provided by Historic Capitol in #12 below.

12. ITEMS PROVIDED BY THE HISTORIC CAPITOL

The Historic Capitol supplies <u>only</u> the following items, which must be returned to the proper storage area by the Renter immediately following the meeting:

- **60** black folding chairs
- Ten (10) six foot folding rectangular tables;
- Ten (10) five foot (diameter) round tables;
- A podium with microphone and built-in speakers;
- Trash cans with plastic liners.
- A small kitchen to support catering is available in the basement of the Historic Capitol.
- Placemats and coasters will be placed on the wood desks to protect the wood from liquids and food.

13. CLEAN UP

At the sole discretion of the Historic Capitol Director, all or a portion of the deposit may be retained to restore any rented space to its condition prior to the meeting.

To receive the maximum refund of the deposit, the Renter must:

- Ensure that guests leave at the designated time;
- Ensure there is no damage to the building or the contents;
- Bag trash and remove the garbage cans from the Chamber;
- Remove all items brought into the Senate Chamber by the renter;
- Wipe clean all surfaces, such as desks, rails, and window sills; (using a dry cloth only)
- Sweep the floor of any food crumbs; notify Rental Manager of any spills.

14. ACCESS TO THE HISTORIC CAPITOL

The Senate Chamber may be accessed through either of the doors at the top of the stairs of the East and West sides of the building. Handicapped Access is available through a door at ground level on the North side of the Courtyard stairs.

15. POINTS OF CONTACT

All notices or other communications required or permitted under this Contract other than the invoice payment must be sent to Renter's Primary Contact or to the Events Manager at the Historic Capitol, as applicable.

All communications with the Historic Capitol required or permitted by this Contract must be directed to:

Events Manager (or Office Manager for invoice payment) The Florida Historic Capitol 400 South Monroe Street Tallahassee, FL 32399-1100 850-487-1902 wynn.carol@flhistoriccapitol.gov

The name of and contact information for the Renter's Primary Contact who will be <u>physically present</u> at the meeting and responsible for ensuring compliance with this Contract is:

Name:	
Organization:	
Address:	
Telephone: Fax Number:	
Fax Number:	
Email Address:	

This representative must meet with the Historic Capitol's Events Manager at least one week prior to event to finalize all arrangements.

16. ENTIRE CONTRACT

This Contract constitutes the entire understanding of the parties and supersedes any prior contracts, written or oral, related to the same subject matter. This contract may not be amended except in writing and executed by both parties.

17. **RESOLUTION OF DISPUTES**

Any disputes between the Historic Capitol and the Renter regarding application or interpretation of any part of this Contract will be resolved in Leon County, Florida, by application of Florida law.

Updated 7/16/2021

18. ASSIGNMENT

This Contract may not be assigned by Renter in whole or in part to any other party who wishes to use meeting facilities at the Historic Capitol.

IN WITNESS WHEREOF, this Contract for Rental of Meeting Space is executed by <u>as the duly authorized representative of the Renter</u>, and on behalf of the Historic Capitol, by Tiffany Baker, the Director of the Historic Capitol.

Tiffany Baker Director of the Historic Capitol	(Renter's Signature) (Print name)
	(Print name of organization)
Date	Date