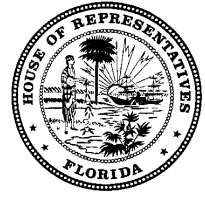




BILL GALVANO
President of the Senate

THE FLORIDA LEGISLATURE
FLORIDA HISTORIC CAPITOL
MUSEUM



JOSE R. OLIVA
Speaker of the House of Representatives

TIFFANY BAKER
MUSEUM DIRECTOR

THE FLORIDA HISTORIC CAPITOL MUSEUM
CONTRACT FOR RENTAL OF RECEPTION SPACE

(Receptions are events held after museum business hours, held on Saturdays and Sundays or events where food or beverages are provided)

This Contract for Rental of Reception Space is entered into by Tiffany Baker, Director of the Historic Capitol, on behalf of the Historic Capitol, and by [REDACTED], on behalf of [REDACTED] ("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 RECEPTION ROOMS, RENTAL FEES, AND DEPOSITS

The Senate Chamber and Upper Rotunda

The Senate Chamber (Room 215) and adjacent Upper Rotunda may be rented for the purpose of conducting a reception during the following hours:

- Monday - Friday: 4:30 p.m. - 8:30 p.m.
- Saturday: 10:00 a.m. - 4:30 p.m. [Upper Rotunda is not available]
- Sunday: 12:00 Noon - 4:30 p.m. [Upper Rotunda is not available]

By order of the State Fire Marshal, capacity of the Senate Chamber is limited to 200 people or less. Events utilizing the Upper Rotunda are also limited to 200 people or less.

The rental fee for a reception in the Senate Chamber is \$650 + 7.5% Florida sales tax (\$698.75) plus a deposit of \$350.

The rental fee for a reception in both the Senate Chamber and Upper Rotunda is \$850 + 7.5% Florida sales tax (\$913.75) plus a deposit of \$350.

The full deposit will be returned after the reception 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 Gallery

The Gallery on the ground level may be rented for the purpose of conducting a reception during the following hours:

- Monday - Friday: 8:00 a.m. - 2:00 p.m.* (only for continental breakfasts or box lunches; 2 hour maximum)*
- Monday - Friday: 4:30 p.m. - 8:30 p.m.
- Saturday: 10:00 a.m. - 4:30 p.m.*
- Sunday: 12:00 Noon - 4:30 p.m.*

*Please note: Handicapped Access must remain available to the public during museum hours.

The Gallery comfortably accommodates up to 50 seated or 75-100 mingling guests.

The rental fee for a reception in the Gallery is \$650.00 + 7.5% Florida sales tax (\$698.75) plus a deposit of \$350.

The Gallery may also be rented weekdays between 8:00 a.m. and 2:00 p.m., but only for continental breakfasts or box lunches, and the event may not last more than 2 hours. The rental fee for these events is \$325 + 7.5% Florida sales tax (\$349.38) plus a deposit of \$325.

The full deposit will be returned after an event 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.

3. RESERVATION OF RECEPTION SPACE

The Renter must complete the following reservation request:

Date of event:
Start and end time of event:
Number of guests:
Space to be rented: (Senate Chamber, Upper Rotunda, and/or Gallery)

Rental of reception space within the Historic Capitol is not confirmed until this Contract is approved by the Event Coordinator 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;
- The Renter makes payment (hand delivered or mailed to the Office Manager, check payable to the **Florida Historic Capitol Foundation** in the amount of the applicable rental fee plus deposit). See section 14. CLEAN UP, for information on the refund of full deposit.

4. SECURITY

For the safety and protection of our important historical collections, an off-duty officer of the Florida Department of Law Enforcement must be present for events occurring after normal museum hours (Mon. – Fri.) and on weekends. The officer must be present during the entire event, i.e. from the arrival for set up to the departure of the caterers after clean-up. Arrangements to retain an officer may be made through the Events Coordinator of the historic Capitol: however, the Renter must pay the officer directly either in cash or check at the end of the event. The cost for this service is a minimum of \$105.00 for any length of time up to three hours, and \$35.00 for each hour thereafter. A second security officer may be required if the Renter's event includes outdoor cooking, or logistics that would require a security officer to be at the Monroe Street security gate or observe multiple floors within the Historic Capitol for an extended period of time.

5. CANCELLATIONS

A reception is not considered cancelled until the Events Coordinator of the Historic Capitol receives written notice of cancellation from the Renter. If the Events Coordinator receives written notice of a reception's cancellation 14 or more calendar days prior to the reception date, the full rental fee and deposit will be refunded. If written notice of cancellation is received by the Events Coordinator of the Historic Capitol less than 14 calendar days prior to the reception date, the rental fee will be returned and 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 reception space at the Historic Capitol, including those that occur as a result of any person participating in or attending the reception, 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.

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 reception 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 reception space in the Historic Capitol:

- Food and beverages are permitted at receptions in the rented space but not in the Exhibit Rooms.
- Furnishings and exhibits in the museum, including the Senate Chamber and Gallery, may not be moved.
- All areas of the Historic Capitol, other than the rented reception 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 leave the reception space in the same condition as it was found.
- The Renter must ensure that all invited children are properly supervised at all times.
- Audio-visual equipment must not be moved, unplugged, or the volume adjusted. Please ask Historic Capitol staff to adjust any audio-visual equipment.
- 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 (except for canned food-warming units).

- Only freestanding and self-contained table decorations are allowed. The Events Coordinator must approve all decorations.
- Confetti and glitter are not permitted.
- Dancing is not permitted in order to protect the floors.

The Events Coordinator 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 Coordinator.
- Each caterer (and rental company if applicable) must contact the Events Coordinator 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 bars serving alcoholic beverages must be catered.
- All food must be cooked prior to arrival at the Historic Capitol and must only require warming and 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.

Buffet receptions are permitted. Formal seated dinners must be pre-approved by the Events Coordinator of the Historic Capitol.

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. RECEPTION SET-UP AND STAFFING

- From Monday through Friday, the Renter may not begin to set-up for a reception held between 4:30 p.m. and 8:30 p.m. until the Historic Capitol closes at 4:30 p.m. Weekend set-up may be arranged with the Events Coordinator.
- The Renter is responsible for providing all personnel and equipment necessary to conduct the reception, including personnel to greet and direct guests.
- The Renter must designate an individual who is physically capable to set up and staff the reception.
- 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 reception. The Events Coordinator 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.

12. ITEMS PROVIDED BY THE HISTORIC CAPITOL

The Historic Capitol supplies only the following items, which must be returned to the proper storage area by the Renter immediately following the reception:

- Ten (10) six foot folding rectangular tables;
- Ten (10) five foot (diameter) round tables;
- A podium with microphone and built-in speakers; and
- Trash cans with plastic liners.

A small kitchen to support catering is available in the basement of the Historic Capitol.

13. ENTERTAINMENT

Music and any other event activities must be pre-approved by the Events Coordinator or other designated Historic Capitol staff person.

14. 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 reception. 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;
- Observe the time limit;
- Bag trash;
- Remove all items;
- Sweep and/or mop the floor; and
- Wipe clean all surfaces, such as desks, rails, and window sills.

In the event that the Renter requires a cleaning service to comply with the above, the Historic Capitol will provide the contact information of a cleaning service that the Renter may hire.

15. 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 West Stairs.

16. 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 Coordinator at the Historic Capitol, as applicable.

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

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

The name of and contact information for the Renter’s Primary Contact who will be physically present at the reception and responsible for ensuring compliance with this Contract is:

Name: _____

Organization: _____

Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

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

17. 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.

18. 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.

19. ASSIGNMENT

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

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

Tiffany Baker
Director of the Historic Capitol

(Signature)

(Print name)

(Print name of organization)

Date _____

Date _____