



1600 Miccosukee Road, Tallahassee, Florida 32308
850.877.4202 ext. 228 (office) 850.877.3090 (fax)

Rental Agreement

Agreement dated _____, 20____, between Goodwood Museum & Gardens, Inc.
("Goodwood") and _____ (the "Renting Party").

Renting Party agrees to rent the following areas of Goodwood property for the following purpose upon the terms and conditions set forth in this agreement.

The Event

Type of Event: _____ Date/Time of Event: _____

Property Access Time: _____ Property Exit Time: _____ Number of Guests: _____

The Renting Party

Contact Person(s): _____ Addition Contact: _____

Phone (day): _____ (evening): _____ Cell: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Areas Rented

Carriage House: _____ Laundry Cottage: _____ Jubilee Cottage: _____ Ceremony Site: _____ Grounds: _____

Fees

Basic Rental Fee: \$ _____ Security Deposit \$ _____ **(security deposit does not apply to rental fee)**

Audio Visual: \$ _____ (Full \$200.00 or Partial \$100.00)

Sheriff \$ _____ Additional Time: \$ _____

Total Estimate: \$ _____ **(Figure includes 7.5% sales tax; This subtotal includes rental sums only and does not reflect the security deposit)**

Notes: _____



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Additional Terms and Provisions

1. **Indemnification:** The Renting Party shall be solely liable and responsible for all costs, expenses, damages, liabilities, claims or suits incurred or resulting from its use of the property rented pursuant to this agreement, and the Renting Party covenants and agrees to fully indemnify and save and hold harmless Goodwood 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 agreement.
2. **Waiver of Claims:** The Renting Party agrees that Goodwood 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 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 Goodwood property or buildings.
3. **Insurance:** The Renting Party shall submit proof of liability insurance in the amount no less than \$1,000,000, naming Goodwood as an additional insured, for the date and hours of the event covered by this agreement. For any event held elsewhere at Goodwood (other than the Carriage House), Goodwood has the right to require the Renting Party to submit proof of liability insurance in the amount no less than \$1,000,000, naming Goodwood as an additional insured for the date and hours of the event covered by this agreement. A certificate of liability insurance, in form and substance satisfactory to Goodwood, shall be provided to Goodwood at least 30 days prior to the event.
4. **Security Deposit:** A security deposit in the amount of 50% of the basic rental fee is required for contracting an event. This deposit is separate from the total amount due and is potentially refundable, subject to the terms of this agreement. This deposit is due at the signing of the Rental Agreement. No date shall be confirmed until the Director of Events has received the signed Rental Agreement and required deposit. 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 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, the Renting Party will continue to be responsible and will be billed separately for any charges incurred as a result of such damage. \$75 will be retained from the Security Deposit in the event of a returned check.
5. **Cancellations/Refunds:**
 - a. If written notice of cancellation is received by the Director of Events at least 270 days prior to the contracted event, 100% of the Security Deposit shall be returned to the Renting Party.
 - b. 50% of the Security Deposit shall be retained by and 50% shall be returned to the Renting Party if written notice of cancellation is received between 270 and 180 days prior to the contracted event.
 - c. If written notice of cancellation is received less than 180 days prior to the contracted event, but more than 90 days prior to the contracted event, Goodwood shall retain 75% of the Security Deposit and the remaining 25% shall be returned to the Renting Party.
 - d. If the contracted event is cancelled less than 90 days prior to the event, the entire Security Deposit shall be retained by Goodwood. In addition, if the contracted event is cancelled less than 30 days prior to the event, the Renting Party shall be responsible for all fees, including Rental Fee and any Additional Fees, called for under this agreement.
6. **Force Majeure:** If the performance by either party of any obligation under this 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, acts 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 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.
7. **Additional Hours:** Opening/Closing the property earlier or later than the specified contracted time will result in an additional charge. If anyone associated with the event arrives outside of the contracted hours, the property and buildings will not be available. Therefore, if additional time is needed, the total number of hours and the total amount due will be determined 30 days prior to the event. If there are no scheduling conflicts, those hours requested will be scheduled in accordance with the published rate schedule and specified in a signed contract addendum.
8. **Deputy Sheriff:** Carriage House rentals are required to have a deputy sheriff on site until the last gate is locked. The rate for one deputy covers events up to 200 people and has been included in the rental rate fee schedule. Goodwood will secure and schedule the deputy. For events over 200 persons, Goodwood will secure deputies at a rate of \$35/per hour based up on one additional deputy for every 100 people over 200. The hours for the additional deputy sheriff(s) will be determined 30 days prior to the event. Fees for the additional deputies hours will be determined and deducted from the Security Deposit.
9. **Additional Agreements:** The undersigned, on behalf of the Renting Party, has read, understands and agrees to abide by the Rules and Regulations of Goodwood. All such Rules and Regulations are incorporated herein by reference and made parts of this agreement.
10. **Florida Agreement, Misc.:** This agreement is made and entered into 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, and the prevailing party shall be entitled to recover from the other party, without limitation, its reasonable attorney's fees and cost. This is the entire agreement between the parties, and it may not be changed, extended, amended or modified except in writing signed by all parties hereto.

Printed Name of Renting Party: _____

Signature of Renting Party: _____

Signature of Financial Responsible Party: _____

Approved by Director of Events: _____

Goodwood

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Rules and Regulations

Introduction: Goodwood Museum & Gardens, Inc. ("Goodwood") is a private not-for-profit foundation created for the restoration of the historic Goodwood Estate as a museum and garden that are available to the public. The grounds are a historic garden and are kept as such, and, in keeping with their historic character, are not overly manicured. Over 300 events are held on the Goodwood property annually. For those events to be successful, you are expected to read and agree to the following Rules and Regulations when scheduling an event at Goodwood. These terms are in place to preserve the unique character of Goodwood for future generations to enjoy. Failure to follow the Rules and Regulations will result in a non-refundable Security Deposit and/or the termination of the event.

Public Hours of Operation: Monday – Friday 9 a.m. to 5 p.m. and Saturday 10 a.m. – 2 p.m.; **Closed:** Thanksgiving Day, Christmas Day, New Years Day and Sundays.

Opening Goodwood's property earlier than 8 a.m. and closing the property later than 11:30 p.m. will result in an additional charge. Please refer to the rental schedule fee.

Please be advised that Goodwood is open to the public during the designated daytime hours.

1. The use of the grounds and/or building at Goodwood shall be in compliance with municipal, county and state laws and with these Rules and Regulations. Any event involving illegal activities will be terminated.
2. Any publicly listed information regarding the contracted event should read: Goodwood Museum & Gardens.
3. The Carriage House, Jubilee Cottage and Laundry Cottage are available for rental as assigned on the rental schedule. The Main House is not available for rental at any time. The Renting Party will have use of the rented buildings or property for those hours specified in the Rental Agreement. All events must end at 10:00 p.m. All vendors contracted for specific events must have completed their clean up and be off property no later than 11:30 p.m. If your event is contracted to conclude beyond 11:30 p.m., an additional fee will be incurred. Please see the rental fee schedule for additional rates that may apply. Goodwood is not responsible for vehicles left on the property at the conclusion of events. There will not be access to on the property to pick up vehicles until normal Public Hours of Operation.
4. Driving or parking on the grass or brick walk ways is not permitted. Rental firms, caterers, beverage providers or any other contracted vendor may make deliveries only from the designated areas. It is the Renting Party's responsibility to communicate this with their vendors. Please refer to Goodwood's parking policy located on our official website.
5. Goodwood is not responsible for any loss or inconvenience to the Renting Party or its guests, invitees, vendors or subcontractors as a result of power failures, which may cause an interruption of the electrical service to the premise.
6. A representative of Goodwood will be on the premises during the hours of the contracted event. The Goodwood staff member must assist the Renting Party or its representative turning on/off lights or adjusting the room thermostat.
7. In keeping with Florida law, smoking is not permitted in the buildings.
8. Only service animals for persons with disabilities are permitted in the buildings.
9. Children under the age of 14 must be supervised and remain near the function which they are attending. Goodwood personnel will return unsupervised children to their designated event.

Rented Items:

10. Tents and party rental equipment (i.e. heaters, dance floor, etc.) are permitted in specific areas approved by the Director of Events (locations may vary depending on weather). If a tent or rented equipment is set up in areas other than where permitted, Goodwood reserves the right to have the tents/equipment moved to the permitted areas and any additional fees or costs incurred will be paid by the Renting Party.
11. Acceptance of rental items is the responsibility of the Renting Party. Delivery of rental equipment is permitted only during regular business hours and when the contracted building is available. Arrangements must be made with the Director of Events for scheduling delivery/pick up of rented items. Failure to do so may result in the delivery not being accepted.
12. Rented equipment must be removed from the premises as soon as possible after the contracted event. This should be scheduled, communicated and approved by the Director of Events 30 days prior to the contracted event.

Decorations and Clean up:

13. Decorating the Carriage House, Jubilee Cottage, Laundry Cottage and grounds requires prior approval by the Goodwood's Director of Events. No plans that include nails, staples, push pins, glue or tape are to be used on the interior/exterior of any Goodwood building. Nothing may be hung or nailed to any trees, bushes, fencing or columns. The gazing globe located on the main lawn shall never be removed for any purpose. Cutting plants or flowers on the Goodwood property is strictly prohibited.
14. Any approved items of decoration and/or personal property must be removed from Goodwood's property by the end of the event. Goodwood is not responsible for theft or other loss of any personal property during or after the event, including vehicles. Items left more than 10 days after an event will be donated or disposed.
15. **Strictly prohibited:** Fog/smoke/misting machines, confetti, confetti machines, candy hearts, streamers, sunflower seeds, fake flower petals, bird seed, glitter or sparklers. **Approved items:** Bubbles and petals from live flowers may be used outside. Items must be biodegradable and safe for wildlife and the environment.
16. Candles in hurricane lamps, votives, in holders or otherwise enclosed in glass are permitted, with discretion, **ONLY in the Carriage House.** Candles/open flames **are not allowed in the Jubilee/Laundry Cottage.** Sterno may be used under the supervision of a caterer.



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- 17. Trash must be placed in City of Tallahassee receptacles located behind each building. The Director of Events will show the Renting Party where the receptacles are located during a scheduled site visit. It is also the Renting Party's responsibility to provide garbage bags for their event.
- 18. The Renting Party or its representative must be present until the last guest has departed. A Goodwood staff member will complete a walk-thru at this time with the Renting Party or its representative. Thirty days prior to the scheduled event, the Renting Party shall supply the name of the individual who will be the representative for the end of event clean up.

Food and Beverage Vendors:

- 19. Food and beverage vendors contracted by the Renting Party must abide by all Rules and Regulations during the contracted event. It is the Renting Party's responsibility to make sure all vendors are briefed and adhere to this policy. Failure by any vendor to adhere to the Rules and Regulations may result in the loss of the return security deposit for the Renting Party. Should the Renting Party wish to meet at Goodwood with any of its vendors or subcontractors, the Director of Events must be aware of the meeting in order to coordinate the availability of buildings for review.
- 20. If preparation of food should require the use of an outdoor cooking appliance it should be communicated with the Director of Events no less than 30 days prior to the scheduled event. Please refer to the Outdoor Cooking Policy for additional details.
- 21. Bars may be set up only on "hard surfaces" of the property as specified on the property diagram. Alcohol consumption is limited to the property. Goodwood reserves the right to terminate the event if behavior of guests at any time is deemed inappropriate by Goodwood Staff or Law Enforcement. **In accordance with Florida Law, no person under the age 21 is to be served alcohol.**

Other Notable Items

- 22. Many of the electrical circuits/outlets within the buildings and on Goodwood's property will not accommodate additional loads. Discuss your electrical needs with the Director of Events a minimum of 30 days prior to your event. Should your event require additional electricity power, you may need to rent a generator.
- 23. Wedding location and time must be provided by the Renting Party no later than 30 days prior to your event. Additional limitations/restrictions may be imposed by the Director of Events if it is determined such restrictions are necessary to protect the house, grounds or individuals.
- 24. It is recommended that the Renting Party schedule a run through of all Audio Visual needs prior to the scheduled event. Goodwood Museum & Gardens, Inc. is not responsible for any troubleshooting that may occur during the event.
- 25. Goodwood Museum & Gardens, Inc. has the right to retain any fees associated with contract violations (minimum \$100.00 per violation).

All Rules and Regulations are directed and approved by the Goodwood Board of Directors. Exceptions may be granted only by the Executive Committee.

By 30 days prior to your scheduled event, you must have:

_____ Made full payment of the Rental Fee and any additional fees, which includes reviewing and finalizing the hours of your event and the projected size of the event for appropriate sheriff coverage.

_____ Identified and scheduled delivery and pick up for any party rental equipment and met with your vendors to review your vendors' responsibilities and ensure their familiarity with the property Rules and Regulations.

_____ Identified the party responsible for remaining on the property until all vendors have completed their clean up and the site is closed, if it is not the Renting Party.

_____ Reviewed the decorating and electrical requirements for your event with the Director of Events.

_____ Submit a certificate of liability insurance naming Goodwood as the additional insured.

Printed Name of Renting Party: _____

Signature of Renting Party: _____

Signature of Financial Responsible Party: _____

Approved by Director of Events: _____