



<b>Client Contact Details:</b>	
<b>Facility Contact:</b>	
<b>Your Event:</b>	<b>Event Name</b> _____ <b>Event Date</b> _____ <b>Estimated Guest Count</b> _____ <b>Setup time</b> _____ <b>Event Time</b> _____ <b>Cleanup Time</b> _____ <b>Areas Reserved:</b> <input type="checkbox"/> Garden Room only <input type="checkbox"/> Whole House and grounds <input type="checkbox"/> House only <b>Rental includes:</b> 60" Round Tables, 48" Round Tables, 8' Tables, 6' Tables, 4 Cocktail Tables, and French Country Chairs to accommodate a maximum of 120 guests. <b>Rental Fee:</b> \$ _____ ___ Additional \$150 per hour <b>Event Designer Arthur's Catering</b>
<p>Dear Client,</p> <p>Thank you so much for choosing Casa Feliz for your _____ event (the "Event").</p> <p>We are located in beautiful Winter Park, Florida on world-famous Park Avenue. We hope you will take advantage of the shopping and dining opportunities just outside our front door.</p> <p>Enclosed you will find the Rental Agreement for Casa Feliz. Once you have taken the time to review all the materials outlined, please initial each page and sign and return this agreement as soon as possible. If you should have any additional questions about this Rental Agreement of Casa Feliz, feel free to contact me directly at 407 628-8196.</p> <p>Please contact the Event Designer at 407 628-0230 with any questions you have related to the Event.</p> <p>Best,</p> <p>Susan Omoto, Executive Director</p>	

\_\_\_\_ Client

## GENERAL TERMS & CONDITIONS

**Agreement:** This Rental Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Friends of Casa Feliz which operates the Casa Feliz Historic Home Museum (herein referred to as “Casa”) located at 656 N. Park Avenue, Winter Park, FL 32789 and \_\_\_\_\_ (herein referred to as “You” or “Client”) for the use of the function space indicated above.

**DEPOSITS/PAYMENTS:** To secure Casa Feliz on \_\_\_\_\_, 20\_\_ (the “Event Date”), You must ensure the information on the 1<sup>st</sup> page of this Rental Agreement is completely filled in and correct. Please sign and return this Rental Agreement together with a 50% (plus tax) non-refundable deposit of the Rental Fee (the “Deposit”). All Events are reserved on a “first-come, first-served” basis. You are not guaranteed the date until this Agreement is fully executed and the Deposit is received by Friends of Casa. The remaining balance is due no later than 90 days prior to the Event. Payments can be made by personal and corporate checks, or VISA or Mastercard (see Page 7). Failure to pay the remaining balance on or prior to the due date will result in Event cancellation and forfeiture of the Deposit. **Please note a fee of \$40.00 will be charged due to insufficient funds on all returned checks. In the event of a returned check, subsequent payments must be made by certified check or money order.**

**CANCELLATION:** Cancellations must be requested in writing and submitted directly to the Event Designer. If cancellation is communicated verbally, then a written request must be submitted within 3 business days thereafter. Written cancellation requests not submitted within the 3-day timeframe will result in forfeiture of the cancellation credit described below. The deposit credit policy is set forth below:

- Cancellation of the Event Credit. If the cancellation request is submitted more than 90 days prior to the Event date, the non-refundable Deposit may be credited and transferred as a deposit for a separate Event (the “Credit”). This Credit must be used within that 12 month period of time or it will be forfeited. The Deposit is non-refundable and the Credit must be used within the appropriate time frame. You must enter into a separate Contract for the replacement Event within 45 days of cancellation.

**DATE CHANGES:** Date changes for the same event will be accommodated provided Client notifies Casa at least eight (8) months prior to the original Event date. An additional \$500 fee will be charged for an Event Date change or with respect to the Credit for a separate Event (relating to a cancellation).

**FORCE MAJEURE:** Friends of Casa or Client's failure to perform any terms or conditions of this Agreement as a result of Acts of God (including but not limited to: fire, flood, earthquake, storm, hurricane or natural disaster), governmental restrictions, acts of terrorism, war, power failures, or damage or destruction of any network facilities or servers, shall not be deemed breach of this Agreement. Casa is committed to providing a safe, comfortable and enjoyable environment for our visitors and guests. Therefore, we will not be responsible for unknown circumstances or acts beyond our control.

**FUNCTION SPACE:** Rental spaces are held only between the hours indicated on this Agreement. Friends of Casa reserves the right to move rooms based on changes in its programming, weather, or building issues. If this instance does occur, Casa will work to provide an adequate alternative space if available. Modifications to a room may not be made, except by an authorized Event Designer. Any changes or additions made to this Agreement consented to by You, as Client will be set forth in an Addendum to be executed by You and Casa.

**HOURS OF OPERATION:** All events must adhere to the hours of operation:

*Casa Feliz is open to the public, therefore, the Client must adhere to the setup times highlighted in this Agreement.*

- Sunday to Thursday evening must end and guests depart by 10:00 p.m.
- Friday and Saturday events must end and guests depart by 10:30 p.m.
- No persons are permitted access for purposes of preparing for the Event prior to 3:30 p.m. on Sundays.

**SUPPLIES AND EQUIPMENT:** Casa will provide limited supplies and equipment for your Event. These items have been noted on page 1 above under "Rental includes." Please note that for some supplies and equipment, additional fees may apply. China, linens, glassware, paper goods, tables and chairs (exceeding inventory) etc., are arranged through the Event Designer, Arthur's Catering. Casa is not responsible for any equipment or materials brought in by outside organizations. In addition, no furnishings, materials, objects, or equipment belonging to Casa may be used or moved without the permission of Casa's onsite House Manager.

**DECORATIONS:** The Casa staff shall have final approval of all decorations, advertisements, temporary signs and construction projects and the location thereof within Casa Feliz or its surrounding gardens. Absolutely no nails, screws, tape, or other adhesives may be used to affix decorations to Casa Feliz property. Wall hangings and other fixtures may not be moved without prior permission by the Casa House Manager. It is the Client's responsibility to ensure that any decorations, banners, or other decorative elements are promptly removed upon conclusion of the event. All decorative items and placement thereof must meet all fire and safety codes. Insured vendors are required for Clients who plan on draping or hanging additional décor at Casa Feliz. In addition, no open flames are permitted with the exception of candles that are enclosed in glass. Decoration and equipment set-up and breakdown must be coordinated with the Event Designer in advance. The Event Designer reserves the right to limit decorations to the day-of the Event if it is determined that these elements may be harmful to the venue or guests.

**MUSIC:** Client must comply with Winter Park noise ordinance and any violation will result in loss of deposit and city ordinance enforcement. This ordinance is complaint driven and Client may be asked to reduce the volume of the music or to cease playing music entirely at the sole discretion

of the Event Designer, Casa Feliz, or the Casa House Manager. Bands must not exceed 4 members and the selection of background music and any musical entertainment for an event is subject to approval by the Event Designer. Any music that generates excessive sound levels that could risk damage to the exhibits or building is prohibited.

**USE OF NAME, LOGO & IMAGE RIGHT/REPRODUCTIONS:** Use of the name Casa Feliz is permitted only to announce the location of the event. The Client may make no claim that Casa is sponsoring or hosting the event. The content of all printed materials relating to the event, including invitation copy, programs, promotional materials, press releases, and radio advertisements must be submitted to Casa Feliz's Executive Director for review and approval before being printed and distributed in any other media.

**DELIVERY & STORAGE:** We do not allow the delivery or storage of any items prior to an event. Casa will not assume or accept responsibility for loss or damage of any items left on the premises by the Client prior to, during, or following the Event.

**BUILDING CAPACITY:** The maximum capacity at Casa Feliz is 120 persons for any event. This is a Fire Marshal limit and cannot be exceeded.

**EVENTS FOR GUESTS UNDER 21:** Events with guests under 21 must have a final count of 75% guests of over 21 and a maximum 25% of guests under 21.

**ANIMALS:** No pets/animals are allowed inside the house at any time with the exception of ADA service animals.

**WEDDING REHEARSALS:** Rehearsal time must be coordinated with the Event Designer no more than 30 days in advance. If Casa Feliz has another event scheduled the evening before an event, it may be necessary to schedule a rehearsal on the day of or the day before the wedding.

**FACILITY CARE:** The Client shall be responsible for all costs required to repair or replace any event-related damages to the grounds or other elements of Casa Feliz.

- No landscape material or any permanent installation may be removed, relocated, distributed or altered in any way for the benefit of an event. No banners, signs, nails or other elements are to be affixed to any tree or other plant material that requires or causes the tree or plant to be injured in any way.
- No heavy structures, materials or vehicles may be placed within the interior two thirds of the outermost ends of branches of a tree or no closer than ten (10) ft. to the trunk of a tree, whichever is greater.
- No platforms, stages, boxes, plywood, or other items may be placed on the grass or fountain area without being elevated, unless prior written approval has been granted by Casa's Executive Director.
- Smoking (including electronic cigarettes) is prohibited inside Casa Feliz and is restricted to designated outdoor spaces only.
- No rose petals, rice, silly string, sparklers, bird seed or any other similar objects are permitted to be used. Failure will result in the loss of the Deposit. Please discuss other options with the Event Designer.

**VENDORS:** The Event Designer maintains a list of preferred vendors for Client to choose from for DJs, tent companies and lighting. Your Event Designer will provide you the list.

**ENVIRONMENTAL:** To the fullest extent permitted by law, the Client assumes all responsibility for and agrees to defend, indemnify and hold Casa, its staff, Board of Directors, and the City of Winter Park harmless from fees, claims, damages, and expenses as a consequence of their use of the property.

**SECURITY:** Security of the building, exhibits and artifacts and safety of the guests is paramount. Any breach of security or safety regulations can result in the cancellation of an event or the removal of guest(s) at any time. Clients are permitted to privately hire licensed and bonded security services.

**SAFETY:** The Client shall take all reasonable precautions for the safety of, and will provide all responsible protection to prevent damage, injury, or loss to, all employees, guests and all other persons and property. The Client will comply with all applicable safety regulations, rules, laws, standards and lawful orders from authority bearing on the safety of persons or property. The Client will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

**SECURITY DEPOSIT:** A security deposit of \$400 is due with the signed contract and first deposit. The security deposit is fully refundable after the event, unless Casa or items owned by Casa have been damaged during the Event.

**PARKING:** A parking plan must be made by the Client through the Event Designer. Casa Feliz maintains 6 reserved parking spaces and 2 handicapped accessible spaces

**CATERING AND ALCOHOL CONSUMPTION:** If catering service is desired, Client must use Arthurs Catering.

To avoid any outbreaks of food-borne illnesses, Clients are restricted from bringing in their own homemade or home cooked items, hot plates, chaffing dishes and crockpots. All items intended for consumption must be provided by a licensed and insured vendor. This includes but is not limited to wedding cakes, cookies, pastries etc. Pre-packaged food items for small corporate events and socials are permissible with prior approval and a cleaning fee of \$100 will be assessed.

For events held at Casa Feliz, all alcoholic beverages provided must be arranged through Arthur's Catering and You must abide by their regulations. It is the responsibility of the Client to ensure that alcohol is consumed responsibly and that is not served to anyone under 21. Arthur's Catering and Associates, Casa and the House Manager have the right to refuse anyone who has had too much to drink, and has the right to require any guest who acts improperly to leave the property.

**ADDITIONAL INFORMATION:**

- A sales tax charge of 6.5% will apply to all rentals.

**LIABILITY:** The Client shall defend, indemnify, and hold harmless Casa, its members, Board of Directors, Officers, Employees and Agents, Arthur's Catering Inc, its officers, employees and agents, the City of Winter Park and its officials, employees, agents, and designees, from all claims, suits, damages, losses, judgments, demands, and liabilities (including attorney's fees) which in any way may arise from the use of the facilities or termination of this agreement by the Client.

**DEFAULT:** If the Client, at any time is in default under the terms of this Agreement, Casa shall have the right to terminate this Agreement forthwith and the Deposit shall be forfeited.

**ASSIGNMENT:** Client shall not assign or modify this Agreement without prior written consent of Casa.

**PHOTOGRAPHY DISCLAIMER:** During events, pictures may be taken by Casa for use in marketing material.

*The person signing this Agreement represents that he/she whose signature appears on this Agreement is fully authorized to bind Client to all the terms and condition contained in this Agreement and that all necessary actions to authorize this have been taken.*

**I confirm that I have read and agreed to the terms & conditions above. This is confirmation that I wish to proceed with this Agreement.**

CLIENT:

\_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

CASA REPRESENTATIVE:

\_\_\_\_\_  
SUSAN OMOTO, EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_



### Credit Card Authorization Form

Event Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Amount Charged: \_\_\_\_\_

Credit Card Type: (Circle One) Visa MasterCard

Credit Card Number: \_\_\_\_\_ Security Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_ Billing Phone: \_\_\_\_\_

*If you would like us to keep this card on file for future payments, please check here:* \_\_\_\_\_

I authorize Casa Feliz to bill my credit card for the amount listed above, unless written cancellation is given.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

BILLING INFORMATION:	
Initial Deposit of \$ _____	Received on:
\$400 Security Deposit	
Balance due \$ _____ on _____, 20__	