

Winter Haven Council of Garden Clubs, Inc.  
dba Winter Haven Garden Center  
715 Third Street, NW (P. O. Box 682)  
Winter Haven, FL 33881-4096 (33882-0682)  
863-293-7638 (O) - 863-299-5727 (F)

Addendum to Contract # \_\_\_\_\_

## **RULES & REGULATIONS**

1. **Keys** – The Garden Center office will probably be closed during your event. **You must pick up the keys during office hours**, which are 9:00 a.m. to 1:00 p.m. Monday, Wednesday, Thursday, Friday, and Saturday (except on holidays). The office is closed Tuesdays and Sundays.
2. **Housekeeping**
  - Everything must be clean and returned to its original location.
  - **Furniture in the foyer must not be moved without prior arrangements.**
  - No open flames other than unity candles. Only battery operated candles are allowed.
  - The use of nails, tacks, tape, staples, or any other type of adhesive that will damage the walls is prohibited. **Nothing is to be attached to the projection screen or the fabric sound boards on the walls in the Event Hall or on the wrought iron garden gates in the lobby and they are not to be moved or taken off the walls.** Soap bubbles may be used OUTSIDE only. **Glitter, rice, birdseed, confetti, silly string, sequins, or anything that may be construed as any of these** must not be used *inside* the building or *outside* on the grounds.
  - All trash/garbage must be **tyed** inside 50-gallon plastic trash bags (provided by the Garden Center) and placed in the Hobos outside the kitchen door. **ALL TRASH INSIDE AND OUTSIDE MUST BE DISPOSED OF PRIOR TO LEAVING THE PREMISES.**
  - Unless take-down service has been arranged, place chairs on the mobile chair racks and return the racks and tables to their original locations in the storage room or storage closet in the Event Hall. Tables and chairs are for indoor use only and are not to be taken outside.
3. **NO SMOKING** in the building by order of the Fire Marshall. **Outside receptacles must be used! Improperly discarded** cigarettes on the outside premises may result in an additional cleaning fee.
4. **Prep Kitchen** - Use of kitchen equipment shall be limited to warming precooked food and/or refrigeration of **perishable food**. The Renter/caterer shall be responsible for removal of all food items and any items in the refrigerator, as well as removal of any litter inside or outside of the building, including soda or beer containers, Styrofoam food containers or other items construed as litter created during the period covered by the rental agreement. **NO FOOD IS TO BE PUT IN THE SINKS OR TOILETS.** If the sink or toilet should become clogged due to activities by the Renter or anyone attending their function, plumbing fees will be deducted from your security deposit.
5. **Ice Containers** - **Only** insulated ice containers may be used in the building so as to prevent water damage to the carpet.
6. **Alcohol Consumption** - Florida liquor laws are in effect. **NO alcohol may be consumed outside of the walled area.** The exchange of money for alcoholic beverages is **STRICTLY PROHIBITED**, and **NO BREAKABLE GLASS CONTAINERS (bottles, serving glasses, etc.) ARE ALLOWED ON THE BRICK TERRACE OR PATIO AREA.** If alcohol is on the premises and security is not hired, your full security deposit will be forfeited.

- 7. **Use of Premises** - The renter will not use nor permit the premises to be used for any illegal or improper purposes, nor permit any disturbances or annoyance whatsoever detrimental to the premises. The Renter will not sublet or assign this agreement without the written consent of the Winter Haven Garden Center.
  
- 8. **Playing is restricted in the area of the waterfall and water garden.** Restrictions include, but are not limited to, climbing on the waterfall, throwing of rocks or any objects into the pond, turning on the hose, moving statues, bird bath or other properties that have been placed in the area by the Garden Center. **DAMAGE TO THIS AREA, INCLUDING THE SURROUNDING GARDEN, WILL RESULT IN A SUBSTANTIAL DEDUCTION FROM THE SECURITY DEPOSIT. IF DAMAGE EXCEEDS THE SECURITY DEPOSIT, FURTHER PAYMENT WILL BE REQUIRED FROM THE RENTER.**  
 Renter's initials \_\_\_\_\_
  
- 9. **Firearms and/or Weapons** – **ALL FIREARMS AND/OR WEAPONS ARE STRICTLY PROHIBITED FROM THE GARDEN CENTER BUILDING AND GROUNDS.** The security deposit will be retained in full if this rule is not observed.  
 Renter's initials \_\_\_\_\_
  
- 10. **BY ORDER OF THE FIRE MARSHALL, EMERGENCY EXITS MAY NOT BE BLOCKED.**
  
- 11. **Legal Liability** - The Renter assumes all responsibility for any and all damage, breakage, or loss of furniture, fixtures, equipment, plants, etc. during the period covered by the contract, and assumes any and all legal liability which may be incurred during the period contracted by the Renter. **There will be NO EXCEPTIONS.** In the event of any damage, the amount deducted from the deposit will be determined by the cost of materials and the hours of labor needed for repair. Additional billing may occur depending on the extent of the damage.
  
- 12. **Pets** - Pets of any type are not allowed on the Garden Center premises. Certified service animals will be allowed.
  
- 13. **Inspection** – Inspect the facility upon arrival, complete the Inspection Certification, sign and return it to the office manager as soon as possible. The damage/deposit is based on prior notification.
  
- 14. **Security Deposit** - The security deposit will be returned WITHIN 30 DAYS OF YOUR EVENT provided you have:
  - a. left the building and grounds clean and without damages
  - b. complied with the above Rules and Regulations
  - c. complied with all items on the Renter's Cleaning Checklist

Any expenses incurred by the Winter Haven Garden Center or the Winter Haven Council of Garden Clubs, Inc. for repairs or cleaning will be deducted from the security deposit. If damage exceeds the security deposit, the person entering into a contract with this facility will be responsible for the **full amount in excess of the security deposit.**

Signature of Renter(s) \_\_\_\_\_ Date: \_\_\_\_\_

Winter Haven Garden Center Representative \_\_\_\_\_ Date: \_\_\_\_\_