USE OF SITE AGREEMENT

|  |  |
| --- | --- |
| Name of Renter (Group or Individual) |  |
| Main Contact (Name, phone number, Email) |  |
| Date of Event |  |
| Actual Time of Event |  |
| Type of Event (Reception, dinner, etc.) |  |
| Expected Attendance |  |
| Caterer to be used |  |
| Set-Up |  |
| Vendor Arrival Times |  |
| Rental Fee |  |

Florida House is Florida’s Jewel on Capitol Hill. Serving as Florida’s embassy, Florida House has the right to limit any and all activities which may be perceived to detract from the mission or reputation of Florida House.

Florida House agrees that the Renter will have exclusive use of the specific rented space on above date and time, in accordance with these Facility Policies. Renter agrees to use the rented spaces only in accordance with these Facility Policies and all applicable Federal and Local laws and regulations.

FACILITY POLICIES GOVERNING THE USE OF FLORIDA HOUSE

**Rental Space**

1. Reservation of space at Florida House on Capitol Hill is confirmed by receipt of this document signed by both parties and payment of the use fee. Space can be held for a limited time by this signed document until payment is received. Florida House reserves the right to cancel any reservations if signed document is not returned within two weeks of it being sent to the Renter.
2. Renter must notify Florida House of any cancellation no later than 10 business days prior to event in order to receive a 50% refund. No refund will be given if the event is cancelled within 10 business days of the contracted event date. In the event that Florida House cancels the event for any reason excepting violation of contract, the renter will receive a full refund.
3. The contracted caterer must provide full staffing for room set-up, food service and clean up.
4. Vendor Captains must check in with Florida House Management upon arrival for pre-event check-in.
5. All guests must leave the premises within 30 minutes after the scheduled end time of the event, and under all circumstances no later than 11:00pm. Florida House reserves the right to vacate all remaining event guests from the building at that time. All bars must close 20 minutes prior to event end time for all events that go past 10:00pm.
6. The following items are not permitted at Florida House:
   1. Fireworks, sparklers or open flames (votives permitted for sit down dinners)
   2. Open flame candles not in glass containers, or any cooking equipment
   3. Red wine during stand up receptions (can be served at sit-down dinners)
   4. Fog or dry ice machines, bubble machines, mist machines of any kind
   5. No items may be attached to the walls unless pre-approved
   6. No items to be tossed off/around or set on the exterior of the building
7. Renter is liable for all damage and defacement of Florida House and its grounds and loss or damage to the space, furnishings or equipment. Renter agrees to assume full responsibility for the conduct and actions of its guests, patrons, and persons admitted to the premises by the Renter or its agents and further agrees to pay Florida House for necessary repairs or replacement if the premises, furniture, or equipment is lost or damaged by such parties.
8. While a Florida House staff member will be on-site during your event, that staffer is not responsible for registration of your guests or the supervision of the Vendors. A small registration table is available for your use in our vestibule and should be staffed by Renter.
9. No signage of any sort may be posted, placed, or set on the exterior of the building or anywhere on the exterior grounds of Florida House with our written permission.
10. On-site sale of tickets in connection with the purchase of beverages or other consumables at an event is permitted to invited guests within the specific rented space at Florida House. Under no circumstances are ticketing agents permitted to sell tickets to events at Florida House. All invitations must be handled by the Renter or sponsoring organization.
11. Except as set forth below, "Florida House on Capitol Hill" shall be listed on all printed material as the site or venue for the event. Copies of all printed material related to the event (including, but not limited to, advertising, promotion, tickets, invitations, and menus) shall be submitted to Florida House Management for approval prior to printing and distribution. Promotional advertising may not take place until the Site Agreement has been signed by both parties and payment has been received.
12. Under no circumstances may the name "Florida House", or "Florida House on Capitol Hill", or photographic or other depictions of the interior or exterior or logo of Florida House or the flag or seal of the State of Florida be used on any printed materials, invitations, flyers, emails, photographs or any other similar documents or correspondence to promote any organization, product, service, cause or message, without specific prior approval by Florida House Management.

**Catering and Outside Vendors**

1. Renter is responsible for all catering, equipment, floral, liquor, tenting, etc. All agreements are between the Renter and the vendor. All food and beverage must be provided by licensed and approved caterers. Renter will be held liable for Vendors and clean up. Florida House maintains a list of approved vendors, from which Renter may choose.
2. All requests for use of non-preferred vendors must be submitted in writing. Non-preferred vendors will be required to provide a copy of their business license and insurance. If approval is granted, vendors will meet with Florida House management at least 10 business days prior to the event. Events with alcohol must have an adequate amount of prepared foods.
3. Florida House Management will not direct staff of vendors with the exception of the movement of furniture.
4. The Renter will ensure organizers or vendors responsible for serving alcohol are properly trained and will maintain all approvals, licenses, filing, registrations and permits required by law in connection with serving alcohol. Consumption and service of alcohol will only be provided to those over age 21. The Renter will be responsible for lawful age checking as well as determining whether or not to serve to a patron due to over-consumption.
5. There are no storage facilities available for use by Renter or its guests or vendors at Florida House. All property and equipment belonging to the Renter or its guests or vendors must be removed from public areas and from the premises within 18 hours after the event. Any items left after the event may be discarded by Florida House Management.
6. Florida House is an environmentally-friendly facility and is located in the historic Capitol Hill neighborhood. Under no circumstances will the disposal of any litter, refuse or other items be permitted or tolerated in any way that harms these local surroundings or the environment. Any such acts by Renter, its guests or vendors, may result in cancellation of program and forfeiture of fees and deposits.

**Insurance**

The organizer, catering firm and each service provider/supplier of the organizer shall, without expense to, and to the satisfaction of Florida House, obtain and carry insurance as follows:

1. *Commercial General Liability Insurance* to protect the Organizer/Service Provider and Florida House for any claims or losses sustained during the event, providing coverage of not less than $1,000,000 per each occurrence; $300,000 damage to rented premises; $2,000,000 general aggregate; $1,000,000 personal and advertising injury; $1,000,000 Products-Completed Operations Aggregate and $5,000 Medical Expenses (any one person).
2. *Commercial Automotive Liability*: Not less than $1,000,000 combined single limit for bodily injury and property damage covering “any auto” whether owned, scheduled, leased, hired or other. If contractor’s scope of work under this agreement requires or involves the ownership, maintenance or use of any type of auto;
3. A *workers compensation policy* in accordance with the statutory limits of the deemed state of hire, and with at least $500,000 coverage;
4. *Umbrella excess liability*, not less than $2,000,000 per each occurrence;
5. Catering companies providing or serving alcohol must have not less than an additional $1,000,000 in specific general liability insurance pertaining to their service of alcohol.
6. For the purpose of the above stated insurances, the following address should be used:

Florida House, Washington, D.C., Inc.

One 2nd St. NE

Washington, DC 20002

1. Florida House, Washington, D.C., Inc. shall be named as an additional insured party on the certificate of insurance. The Organizer shall provide insurance certificates at least 7 days prior to the event date. Florida House will cancel the event if the proper insurance certifications are not received by this date.

**Deliveries**

1. Florida House assumes no responsibility for any deliveries of materials or information from the Renter but will be on-site to accept deliveries during business hours. Please try to schedule deliveries no more than two days prior to an event.
2. Florida House will work with caterers and vendors on the day of the event to accept deliveries for that evening.

**Entertainment**

Amplified music, bands, DJ’s and devices which emit any loud or other obtrusive sounds are only permitted to be used inside Florida House. Excessive volume and/or vibration of any kind are not allowed. The determination of what constitutes excessive volume and/or vibration is subject to the sole and absolute discretion of Florida House Management. There will be no exceptions to this rule and any attempt to do so will result in immediate cancellation of event.

**Furniture**

Prior to any event, Renter will work with Florida House Management to discuss any movement of Florida House furniture. Once approved, Florida House will have the furniture moved prior to the event. If additional furniture needs to be removed once the Renter is on-site, it will need to be approved by Florida House Management and will be the responsibility of the Renter.

**Parking**

Florida House does not offer any parking. Guests or vendors are not permitted to park in our driveway with the exception of members of Congress or the Administration who are coming to the event as honored guests. If other guests park or leave vehicles in the Florida House driveway, they will be subject to police removal. Delivery trucks can utilize the driveway prior to the event with the approval of Florida House Management and must be moved 30 minutes prior to the start of the function. Catering/service vehicles are never allowed to remain in the driveway during the event unless approved by the Executive Director.

**Smoking**

Florida House is a non-smoking facility, and no smoking is permitted inside or under the awning. Guests may smoke in the garden or on the sidewalk. This includes all electric or battery cigarettes.

**Americans With Disabilities Act**

As a historic structure, Florida House has stairs on the exterior and interior of the home and is not accessible for some disabilities.

**Indemnity**

Each party agrees to indemnify, defend and hold harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party of its respective officers, owners, directors, Trustees, employees and agents (as applicable) provided that with respect to officers, owners, directors, Trustees, employees and agents, such individuals are acting within the scope of their employment or agency, as applicable.

**Force Majeure**

Neither Florida House nor the Renter shall be deemed in violation of this agreement if it is prevented from performing any obligation hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of governmental authority, weather conditions, earthquakes, fire, power outages, terrorism, riots, rebellions, wars, sabotage, computer or telephone carrier failure or delays or any other circumstances for which it is not responsible or which are within its control.

**No Endorsement**

Renter’s use of Florida House space does not constitute an endorsement by Florida House of any Licensee activities or public policy positions. At the request of Florida House, Renter will announce or otherwise advise that its use of Florida House does not constitute an endorsement by Florida House of its activities or positions.

**Severability**

If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

**Warrantee**

Except as expressly stated in this agreement, Florida House expressly disclaims and negates any implied or express warranty of merchantability, any implied or express warranty of fitness for a particular purpose and any implied or express warranty of conformity to models of samples of materials.

**Liability**

Liability for the failure of any piece of equipment will be limited to the rental price of that piece of equipment for the duration of the individual engagement.

**Confirmation Procedure**

This contract is being offered to the Licensee on a first option basis. To confirm these arrangements on a definite basis, Florida House requires an authorized individual to sign and return this agreement along with payment of the room rental and damage deposit. If the Agreement is not returned by August 9th, 2018, this Agreement shall have no force or affect and none of the terms and conditions of this Agreement shall be binding to either party. All function space allocations being held by Florida House will be released at that time.

This contract supersedes all previous agreements, oral or written, and sets forth the entire understanding of the parties, and shall not be modified or amended in any way except by another document in writing executed and agreed to by the parties hereto. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the District of Columbia.

I have and understand the foregoing Use of Site Agreement set forth above and agree to abide by them. I understand that failure to adhere to any of these can result in the cancellation of the event with forfeiture of the deposit.

RENTER FLORIDA HOUSE ON CAPITOL HILL

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Organization

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Name and Title of Renter Diana Wisler Beckmann,

Executive Director

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Signature of Renter Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please return signed contract and deposit information to:

Florida House on Capitol Hill

1 Second Street, NE

Washington, D.C. 20002

[info@floridahousedc.org](mailto:info@floridahousedc.org)