

**WILTON SIMPSON** *President of the Senate*  THE FLORIDA LEGISLATURE

FLORIDA HISTORIC CAPITOL MUSEUM

> TIFFANY BAKER Museum Director



**CHRIS SPROWLS** Speaker of the House of Representatives

## THE HISTORIC CAPITOL CONTRACT FOR RENTAL OF MEETING SPACE

(Meetings are events held during business hours Monday – Friday. Food and beverages are not permitted.)

This Contract for Rental of Meeting Space is entered into by Tiffany Baker, Director of the Historic Capitol, on behalf of the Historic Capitol, and by \_\_\_\_\_\_, on behalf of \_\_\_\_\_\_\_, on behalf of \_\_\_\_\_\_\_\_("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 MEETING ROOM

The Senate Chamber (Room 215) may be rented by a private party or governmental entity for the purpose of conducting a meeting during the following hours:

• Monday - Friday: 8:00 a.m. - 4:30 p.m.

The maximum capacity of the Senate Chamber during meeting rental events is 150.

## 3. RENTAL FEE AND DEPOSIT

The following rental fees are based upon the number of hours the Renter expects to utilize the Senate Chamber at the time this Contract is executed:

- 4 hours or less: \$250.00 + 7.5% Florida sales tax (\$268.75) plus a deposit of \$250
- More than 4 hours: \$400.00 + 7.5% Florida sales tax (\$430.00) plus a deposit of \$250

A deposit of \$250.00 is required for each rental, regardless of how long the meeting room is utilized by the Renter. The full deposit will be returned after the event unless the Director determines, at her sole discretion, that some or all of the deposit must be used to restore the Senate Chamber to its original condition.

#### 4. **RESERVATION OF MEETING SPACE**

The Renter must complete the following room reservation request:

Date of event: \_\_\_\_\_\_\_ Start and end time of event: \_\_\_\_\_\_ Number of guests: \_\_\_\_\_\_

Rental of the Senate Chamber is not confirmed until this Contract is approved by the Event Manager 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 11. CLEAN UP, for information on the refund of full deposit.

#### 5. CANCELLATIONS

A reception is not considered cancelled until the Events Manager of the Historic Capitol receives written notice of cancellation from the Renter. If the Events Manager 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 Manager 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 meeting space at the Historic Capitol, including those that occur as a result of any person participating or attending the meeting, 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 meeting 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 the Senate Chamber in the Historic Capitol:

- The Renter must leave the area in the same condition as it was found.
- Food and beverages are not permitted at meetings. (receptions offering food and beverages are governed by a separate contract).
- Furnishings and exhibits in museum, including the Senate Chamber, may not be moved.
- All areas of the Historic Capitol, other than the rented meeting space or other spaces designated by the Director, must remain accessible to the public.
- 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 ensure that all invited children are properly supervised at all times.
- 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.

The Events Manager may impose additional reasonable restrictions as warranted.

### 9. EVENT STAFFING AND SET-UP

The Renter is responsible for providing all personnel and equipment necessary to conduct the meeting, including personnel to greet and direct guests.

The Senate Chamber contains 32 permanent desks that are available for seating and may not be moved. The Renter is responsible for providing any additional seating that may be required. If a rental company is used, the rental company must contact the Events Manager at least one week prior to the event to make arrangements for event set-up.

### 10. ITEMS PROVIDED BY THE HISTORIC CAPITOL

The Historic Capitol supplies <u>only</u> the following items, which must be returned to the proper storage area by the Renter immediately following the meeting:

- 60 black folding chairs
- 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.

### 11. CLEAN UP

At the sole discretion of the Historic Capitol Director, all or a portion of the deposit may be retained to restore the Senate Chamber to its condition prior to the meeting. 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 brought into the Senate by the renter;
- Sweep the floor, if necessary;
- Wipe clean all surfaces, such as desks, rails, and window sills. (using dry cloth only)

#### 12. 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.

#### 13. 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 Manager at the Historic Capitol, as applicable.

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

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

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

Name:	
Organization:	
Address:	
Telephone:	
Telephone: Fax Number:	
Email Address:	

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

# 14. 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.

### 15. **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.

#### 16. ASSIGNMENT

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

**IN WITNESS WHEREOF,** this Contract for Rental of Meeting 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	( <mark>Print name</mark> )
	(Print name of organization)
Date	Date