



Tallahassee Elks Lodge # 937

Lodge Utilization License

Name (User):

ADDRESS:

CITY, STATE, ZIP:

CONTACT NAME: EMAIL:

PHONE:

CELL PHONE:

TYPE OF EVENT:

DAY/DATE: TIME:

LOCATION:

**TALLAHASSEE ELKS LODGE #937
276 North Magnolia Drive
TALLAHASSEE, FLORIDA 32301**

NUMBER OF GUESTS:

TOTAL NUMBER OF HOURS:

TOTAL LICENSE FEE

LICENSE FEE: MEMBER - \$450.00

NON-MEMBER- \$900.00

RESERVATION DEPOSIT: \$500.00

All reservations for private functions are made upon and subject to the rules and regulations of Tallahassee Elks #937 (Lodge or The Lodge) and are subject to the terms and conditions described herein. It shall be the sole responsibility of the User to completely inform their agents, employees, vendors/contractors and guests concerning their obligations under this Agreement. User may have access to the Facility which includes the banquet hall, North-side covered patio (designated smoking area), restrooms and parking area.

RESERVATION & SECURITY DEPOSIT

The Lodge reserves the right to refuse any and all applications. All reservations shall be confirmed only upon receipt of the non-refundable Reservation Deposit of \$500. This deposit shall be applied against the required amount of the Security Deposit upon the signing of this agreement within 14 days from receipt. The Security Deposit may be refunded either in full or part minus any expenses for damages, losses, cleaning expenses, extra rental time, moving and rearranging charges of the Lodge's furniture & accessories, special contractor charges, unapproved building, driving & parking usage, extraordinary maintenance or repairs, security charges deemed necessary after inspection within one week after the event, but not before all User's payment checks have cleared the banks of the Lodge and User. The Lodge will invoice charges against the Security Deposits. Charges in excess of the Security Deposit will be billed to User and are due and payable upon receipt. Failure to pay invoiced additional costs will result in denial of future facility booking requests and possible litigation. .

PAYMENT TERMS

The \$500 non-refundable Reservation Deposit is due at time Reservation is made. This signed agreement and Total License Fee is due within two weeks from the receipt of the Reservation Deposit. Should User fail to execute Agreement within two weeks from Reservation date, the Lodge is free to advertise reserved date as available. Payment of License Fee is due in full upon signing this agreement unless special



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payment terms have been agreed upon in advance with an authorized Lodge representative and have been clearly stated and outlined in the agreement. Payments may be paid by cash, check or credit card and have to be received by the Lodge a minimum of 7 days prior to the date of the User's event.

CANCELLATION

Either party may cancel this Agreement up to seven months prior to the event date, in which event the entire License Fee shall be refunded in full. The User may cancel this Agreement between seven months and three months prior to the event date, in which event fifty percent of the entire Rental Fee will be refunded. If the User cancels within three months prior to the event date, the entire Rental Fee will be forfeited. Incidental charges relating to the execution of the rental agreement will be deducted from any deposits refunded. If The Lodge must cancel this Agreement prior to the date of the event all Rental Fee and Security Deposit will be refunded and the User agrees to hold the Lodge harmless from any charges or expenses whatsoever.

STAFF

The Lodge may require an additional fee for support staff for certain events such as bartenders, security, technicians, servers, transportation, etc. Staff requirements will be evaluated on an individual basis. Additional required fees shall be discussed and agreed to by both parties prior to the event date. If additional staffing is deemed to be necessary by The Lodge as a result of erroneous information (including attendance and nature of event) being provided by User including cleaning crew, repair or maintenance, The Lodge may bill the User for such fees in its sole discretion and the User shall pay all such fees immediately upon receipt of invoice.

OUTSIDE CONTRACTORS

As a condition of conducting business at the Lodge, all of User's contractors/vendors must meet the standards set forth by the facility, including, but not limited to, supplying proof of proper licensing and current insurance. The Lodge must review and approve, in advance of any work to be performed and all contracts by said contractors/vendors. Deliveries & set up & break down plans must be coordinated not later than two weeks prior to date of event with an authorized Lodge representative.

ADMISSION & PROMOTION

The User is responsible for all reservations and admission to the event. The User is also responsible for all marketing and promotion of the event. The Lodge must give final approval to any and all advertising pertaining to non-member events held at the Facility. The Lodge will appear in all publicity; the address shall be given, and shall be listed as Tallahassee Elks Lodge #937, 276 North Magnolia Drive, Tallahassee, Florida 32301.

SETUP/TAKE DOWN

The Lodge reserves the right to make adjustments and changes in any setup arrangements. The User may not physically alter the existing space. Electrical extension cords must be approved by The Lodge PRIOR TO INSTALLATION. The Lodge allows up to twenty-four (24) hours for EXTERIOR removal of event signage and decorations, included in this Agreement. Time needed beyond that allotment will be billed at \$100 per hour. Rates for Lodge Staff to move or rearrange furniture and accessories will be billed at a rate of \$25 per man-hour.

ENTERTAINMENT All entertainment, for any form of production, including but not limited to sound, lighting, staging and crew must be approved in advance by the Lodge.

TENTING All tenting must comply with Lodge standards and be approved in advance.

DECORATIONS An authorized Lodge representative must approve any special decoration needs. No staples, tacks, tape or nails may be used to attach decorations. No paint may be applied. No glitter, confetti, birdseed, or sparklers may be used.

The Lodge will not accept any freight or other delivered items on behalf of the User. Items may not be delivered prior to the agreed upon move-in time on the event date. Any event that requires set up outside of



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this Agreement's twenty four hour allotment will result in an additional per hour charge that must be agreed upon in writing in advance with an authorized Lodge representative. User or User's representative must be present to accept delivery unless special arrangements have been made and agreed upon in advance with Lodge staff. Lodge staff is not responsible for the condition of any delivered items.

Both parties agree that the Facility will be delivered by the Lodge to User in its "as is" condition. User agrees that its taking possession of the Facility shall be conclusive evidence that the Facility Space was in the condition agreed upon herein.

ALCOHOLIC BEVERAGES

It is the responsibility of the User to obey all applicable laws, including but not limited to prohibition of sales to minors and intoxicated persons. All State of Florida, county and local government statutes, ordinances and laws must be complied with at all times. Alcoholic beverages must be served by a Lodge certified bartender. Any person under the age of 21 will not be served alcohol under any circumstances. Valid identification is required for any guests. No alcoholic beverages may be brought in or taken out of the premises by a User or guest. All service staff are required by law to refuse service to any guest who appears to be intoxicated. By signing this agreement, User acknowledges that the Lodge is not liable for persons consuming alcoholic beverages. In the event special permits are required, the User agrees to be solely responsible for obtaining and purchasing such special permits.

User agrees to indemnify, defend and hold harmless the Lodge from all fines, suits, procedures, claims causes of actions and damages of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with User's violation of this provision. User's obligations and liabilities under this Section shall survive the expiration or termination of this Agreement.

SMOKING

Smoking is allowed ONLY in the designated area of the Facility. Smoking is strictly prohibited inside the Lodge facility. Further, the User agrees to remove all discarded smoking materials, such as cigarette butts, etc. from the areas where smoking has occurred.

HAZARDOUS MATERIALS

User shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) at the Facility without the prior written consent of the Lodge.

User agrees to indemnify, defend and hold harmless the Lodge from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with User's violation of this provision. User's obligations and liabilities under this Section shall survive the expiration or termination of this Agreement. For purposes of this Agreement, the term "Hazardous Materials" means any hazardous substance or hazardous waste as defined in Chapter 403, Florida Statutes.

SECURITY AND SAFETY

A Lodge staff person will be on duty during the entire time of the event. The User is responsible for the conduct and behavior of the group using the Facility. Costs for any needed call for security due to unruly behavior during an event by the Lodge will be deducted from security deposit. The Lodge reserves the right to limit the number of people entering the property and building for safety reasons and crowd & parking control. All hallways, entryways, and aisles, driveways and parking areas shall be cleared of all obstacles at all times. The Lodge and its designees shall have the right to enter the Facility at any time during its use by User. Neither User, or a guest or invitee of the User shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Facility. Adult supervision of children is required at all times.

MUSIC

As the Lodge is located adjacent to a residential area, all amplified sound sources must be kept to a level not to exceed 85 decibels @ 300 feet from nearest speaker or sound source and that the music end by midnight, unless approved in writing prior to the event by an authorized representative of the Lodge. Complaints by



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neighbors may result in music volume reduction or stoppage and fines may be charged to User by the City of Tallahassee and/or Leon County Sherriff's Department if volume decibels are determined to be above allowed decibels.

CLEAN UP

All food and beverage debris, decoration supplies and other trash must be picked up, bagged and removed from the property by the User within two (2) hours of the end of the Event, unless other arrangements have been agreed upon in advance with an authorized Lodge representative and have been clearly stated and outlined in the Agreement. User may use the Lodge's dumpster for disposal of all legal debris resulting from the event. The Facility, including the grounds, must be left in an orderly condition. Failure to complete any of these tasks will result in a partial/complete loss of Security Deposit. The Lodge member/manager on duty will perform a walkthrough of the premises prior to dismissing the User. The Lodge is not responsible for any items left behind by User or its guests.

PARKING

Parking is available on the Lodge property in areas designated on site map as parking areas only. User is to provide a parking attendant or attendants as needed for the amount of expected vehicles to ensure a safe traffic flow and that parking is only in designated areas. Parking in gravel area is allowable. Valet parking is not allowed. All transportation services will be at the expense of the User. No parking or driving on grass is allowed. Damages will be deducted from the Security Deposit. No parking is allowed in driveway areas leading to parking area to allow for free traffic flow and access by emergency vehicles.

The Lodge is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior to or after event.

INSPECTION & LIABILITY

The Lodge reserves the right to inspect and control all private functions and does not, cannot, and will not assume liability for (1) any personal property or equipment of User or User's guests or invitees brought to the property, or (2) any injury to User of User's guests or invitees brought to the property. **USER HEREBY INDEMNIFIES, DEFENDS AND HOLDS THE LODGE HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES BY ANY PARTY, INCLUDING GUESTS OF USER, ARISING OUT OF ANY SUCH EVENT.**

Accidents must be immediately reported in writing to the Lodge at the address stated above and in any event within 24 hours. User agrees to immediately deliver to the Lodge at the address stated above every process, pleading or paper relating to any claims or proceedings arising out of any accident involving the Facility. The User shall not aid any claimant but shall cooperate fully with the Lodge in manners connected with any claims or suits.

USER AGREES THAT AS PART OF THE TERMS OF THIS AGREEMENT USER ON BEHALF OF HIMSELF/HERSELF/ITSELF AND HIS/HER/ITS GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO INDEMNIFY AND HOLD HARMLESS THE LODGE AND ITS OWNERS, OFFICERS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL DAMAGES OR LIABILITY ARISING IN CONNECTION WITH OR RELATED TO RENTAL OF THE FACILITY, EXCEPT WHERE SUCH DAMAGES ARE CAUSED SOLELY BY THE ACTIONS OF THE LODGE.

INSURANCE

User agrees to obtain and maintain throughout the term of the event, insurance of such types and in such amounts as a reasonably prudent company would obtain and, upon request, agrees to provide the evidence of such insurance in such amounts and conditions of coverage as required by the Lodge. User agrees to obtain and maintain throughout the term of the event, proof of insurance from each vendor or contractor conducting business at the event indicating the Lodge as an additionally insured for the duration of the event including set-up and tear-down times. This contractor's proof of insurance must be supplied to an authorized



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representative of the Lodge no later than two weeks prior to the event. The Lodge is covered by general liability insurance, but will not be responsible for the User's guests, members, personnel, equipment, properties, or audience. User assumes all responsibility when signing this agreement.

TERMINATION/DAMAGES

Should User be found in violation of any of the provisions of this Agreement, the Lodge shall have the option, in its sole discretion to terminate the Agreement and User will forfeit all payments previously made to the Lodge and shall remain liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs. Additionally, future events that the User may have scheduled at the Lodge may be cancelled at the sole discretion of the Lodge.

If User leaves personal belongings or items pertaining to event at the Facility, the Lodge may charge for additional rental time and/or labor and storage costs of such items.

Lodge staff will inspect for damages and clean-up prior to departure. Damage to the facility or equipment shall be paid for in full by the person or group signing this Agreement. User is responsible for damages to the building, furniture and equipment caused by the User or anyone associated with User's use of building and property the Facility.

In addition to anything else provided herein, User expressly agrees to pay to the Lodge on demand:

- (a) Any fine or legal violation, including administrative fees, against User during the term of this Agreement, or against the Lodge to the extent arising out of or relating to the renting of the Facility to User.
- (b) All expenses incurred by the Lodge in connection with the collection of monies due the Lodge pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorney's fees, costs, disbursements and expenses.
- (c) All costs of repairing any damage to the Facility.
- (e) \$50.00 per hour cleaning fee if the Facility is returned in not substantially the same condition in which it was accepted.
- (f) \$25 per hour per man for moving furniture or accessories at User's request before and after event.

The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by the Lodge shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

NON-TRANSFERABILITY

Facility rentals made to a particular User are made exclusively for that User. User shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of the Lodge. If the User relinquishes a date, the date reverts to the Lodge and the scheduling of a new rental date becomes subject to general scheduling availability.

MISCELLANEOUS

This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created by this Agreement are performable in Leon County. If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to the Lodge that he/she has the authority to bind such entity and that such party will be personally liable for the faithful performance of this Agreement. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements



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between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the effective date of this Agreement, and duly executed by the parties hereto.

SPECIAL CONDITIONS

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

LODGE:

USER:

By: _____

By: _____

By: _____
AUTHORIZED SIGNATURE

By: _____
AUTHORIZED SIGNATURE

DATE

DATE

PLEASE SIGN THIS AGREEMENT AND RETURN BOTH COPIES OF IT ALONG WITH PAYMENT OF THE TOTAL FEES AND SECURITY DEPOSIT, PAYABLE TO THE LODGE. IF THE AGREEMENT, FEES AND SECURITY DEPOSIT ARE NOT RETURNED TO THE LODGE WITHIN TWO WEEKS FROM RECEIPT OF RESERVATION/SECURITY DEPOSIT THE LODGE SHALL NO LONGER HOLD THE REQUESTED DATE OF THE EVENT FOR USER AND SHALL BE FREE TO RE-BOOK THE FACILITY WITH ANOTHER USER.



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Catering Agreement (If Required)

The following catering agreement is hereby entered into by:

_____, of _____

Hereinafter referred to as "User", **AND**

The Lodge hereinafter referred to as ("Caterer"), of 276 N. Magnolia Drive, Tallahassee, Florida 32301.

User and Caterer agree as follows:

1. **TERM:** User and caterer agree that this Catering Agreement between the parties is for catering service that shall commence on, _____, at _____ AM/PM and catering service shall continue until _____ AM/PM _____, 20___. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

Event Details:

- a. Date of Event: _____
- b. Location: Tallahassee Elks #937, 276 North Magnolia Drive, Tallahassee, Florida 32301
- c. User Estimated Guests Count _____
 - 1.) Guests with special dietary _____
- d. User agrees to a final guest count 15 days prior to the event.
- e. All specific services to be provided are contained in the proposal provided by The Lodge Attached hereto as Attachment "A", and by this reference is incorporated to this binding Agreement.



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2. **Date Charge:** User shall agree to pay a non refundable charge to secure the date of the event. The Date Charge is a non-refundable charge to the Caterer for removing the date from availability from other potential Users. User agrees to a Date Booking Charge of \$_____ which will be posted as date line item on the final bill as such. **The date booking fee is calculated as: ↑50 (fifty) percent of the menu base price, ↑50 (fifty) percent of total event cost including rentals, decorations, tax, etc. ↑A lump sum based on a percentage of expected event costs. The minimum Date charge is \$500.00. The Date Charge is due on Agreement signing and the date will be taken off the market the day the check is delivered.**

3. **Settlement of Balance Due:** Balance due to caterer by User shall be the **TOTAL** event Agreement costs, including state and local sales taxes where applicable, less the Date Charge and any further deposits made on the Agreement account.
 - a. User agrees to pay Caterer all monies due and payable no later than 15 days prior to the scheduled event, unless otherwise agreed upon by the User and caterer in writing and attached to this Agreement.

 - b. User agrees to pay a guaranteed fee assessed for the minimum number of _____ guests, at the cost of \$_____ per guest, this number may not be reduced.

 - c. User agrees to pay the additional amount of \$_____ for each additional guest if the count is raised less than 14 days prior to the event.

5. **Additional Services:** User agrees to pay for any and all additional services requested by the User, e.g. decorations, rental of facility, rental of equipment, and all supplies; set up of rental equipment, refuse removal, etc. Additional services requested shall be included, and added to this proposal where time permits. Verbal modification by the User the day of the event will be included on the settlement bill.



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1. Duties of the Caterer:

- 1. Caterer represents to the User that The Lodge is licensed with the Leon County Health Department and is in compliance with county health department rules and regulations.
- 2. Caterer maintains a general liability insurance policy.
- 3. Caterer agrees to provide service to the User for the Term listed in paragraph 1 above. Service shall include Preparation and Service of the food items as specifically provided for in Attachment "A".
- 4. Caterer agrees to provide any and all additional services as requested and previously agreed upon by the User and Caterer. Caterer shall be responsible for initial payment of fees and deposits assessed by any rental of equipment or supplies obtained from an outside source or vendor and are offered by the Caterer. Caterer agrees to indemnify and hold User harmless for Payment of fees incurred to any rental agency the caterer is utilizing.

2. Duties of the User:

- a. User acknowledges responsibility for any and all liability arising from rental and use of said facility, that is not a direct result of the caterer's activities.
- b. User acknowledges liability for any damage to the rental equipment used during the course of the event.
- c. User agrees to full responsibility of all financial arrangements provided for above.
- d. User agrees that a reversal on a credit card charge will not be allowed, and that if reversal does occur the User is liable for 2 times the originally charged amount, as well as any chargeback fees and all other costs incurred by the caterer, including but not limited to, collection of the debt, bank charges, check charges, etc.

TALLAHASSEE ELKS #937:

USER:

BY: _____

BY: _____

BY: _____

BY: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

DATE

DATE



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Attachment A: Menu and Base Pricing

- Insert agreed to menu and pricing spreadsheet here ...