

# Florida Department of Agriculture and Consumer Services Division of Fruit and Vegetables

## FLORIDA CITRUS BUILDING RENTAL APPLICATION

Make Cashier's Check or Money Order payable to FDACS and remit to:

Facility Coordinator 500 3<sup>rd</sup> Street, NW Winter Haven, FL 33881-3403

1. This application must be signed and returned with a \$100.00 non-refundable application fee for a firm booking. You will receive a Rental Agreement one month prior to the reserved date. The non-refundable application fee will be applied towards your rental fee. The final payment is due 14 days before the event.

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| APPLICANT INFORMATION  |  |  |  |
| 2. Check one or both:  |  |  |  |
| 3. Applicant Name: Street Address Mailing Address: City, State, Zip: Telephone Number: Sales Tax Exempt Number   |  |  |  |
| 4. Date of use: Hours: Purpose:  |  |  |  |
| 5. Applicant has read and understands he/she is to be bound by the rules and regulations concerning the use of Nora Mayo Hall and the Florida Room, including liability clauses. Signature of Applicant: |  |  |  |
|  |  |  |  |
| 6. Approved: Signature of Booking Agent:   |  |  |  |

Facility Rentals

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### RULES AND REGULATIONS OF THE FLORIDA CITRUS BUILDING NORA MAYO HALL AND THE FLORIDA ROOM

The Florida Citrus Building is a smoke free building. We are complying with the Florida Clean In-Door Air Act of July 1, 1993, no smoking is allowed anywhere within the building, including Nora Mayo Hall (auditorium) and the Florida Room. Smoking in the building will result in loss of the security deposit. A license or permit must be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco to sell alcohol on the premises. The auditorium and its contents are the property of the Florida Department of Agriculture and Consumer Services. All applications for use of the auditorium and the Florida Room are to be made in writing to the Department of Agriculture and Consumer Services, Division of Fruit and Vegetables, P.O. Box 1072, Winter Haven, Florida 33882.

#### **RENTAL FEES AND DAMAGE DEPOSITS:**

The rental fee for the auditorium is \$800.00 plus tax. The rental for the Florida Room is \$250.00 plus tax. No rental period may extend past 1:00 AM. The rental is for a six hour period unless other arrangements are made. If additional hours are needed a \$30.00 per hour charge will be added to the rental fee. Both facilities require an application fee of \$100.00, which will be applied toward the rental balance.

Security deposits will be as follows for each rental: \$2,500.00 for Nora Mayo Hall if alcohol is served, and \$1,000.00 for Nora Mayo Hall if alcohol is not served. \$750.00 for the Florida Room if alcohol is served, and \$250.00 for the Florida Room if alcohol is not served. The security deposit will be returned five (5) working days after the event unless damage to the premises and/or building or contents occurs during use. The amount of damage, if any, is to be determined by the Department, and a portion or all of the security deposit will be retained. Rent and security deposit are to be paid 14 days prior to rental date by cashiers check or money order made payable to: Florida Department of Agriculture and Consumer Services (FDACS). No cash or personal checks can be accepted.

When the two facilities are rented at the same time the rental for the combined use will be \$950.00 plus tax. The security deposit will be the same as listed above for Nora Mayo Hall.

#### **AUDITORIUM EQUIPMENT:**

The auditorium has a seating capacity of 1,000 (Theater Style) or 600 (Dining Style). Rental of the auditorium includes the use of the lobby, restrooms on the main floor, commercial kitchen with walk-in cooler and ice machine, and two dressing rooms behind the stage. The auditorium information and equipment is listed below:

1,000 folding chairs 80 folding tables, 30 X 8 30 round tables, 60" 3 microphones Stage is area is 25 X 30.

#### FLORIDA ROOM:

The Florida Room is on the second floor of the Florida Citrus Building and will accommodate approximately 150 people for theater style seating or 100 people for dining style seating. Rental of the Florida Room includes use of the adjoining kitchen and rooms.

#### RULES AND REGULATIONS FOR THE FLORIDA CITRUS BUILDING

#### **DEFINITIONS**

- 1. Department Florida Department of Agriculture and Consumer Services, Division of Fruit and Vegetables.
- 2. Lessee Person or organization which applies for and receives permission to use Nora Mayo Hall or the Florida Room located in the Florida Citrus Building, regardless of whether or not a rental fee is charged.
- 3. Facility Coordinator That person so designated by the Department with the authority to act as agent for the Department with respect to renting Nora Mayo Hall or the Florida Room.
- 4. Normal Working Hours 8:00 AM to 5:00 PM Monday through Friday, excluding State and Federal Holidays.

#### LIABILITY

- 1. The Lessee assumes all responsibility for any and all damages resulting from carelessness, negligence or accident from the use of said premises, and assumes any legal liability therefore.
- 2. The Lessee also assumes liability for any damage which occurs due to use of the premises to the building or its contents, and agrees to pay the Department regardless whether such damage exceeds any security deposit the Lessee has supplied.
- 3. Lessee indemnifies and agrees to hold the Department harmless from any and all claims, demands, causes of action, costs or damages of any nature whatsoever arising from or with respect to Lessee's use or occupancy of the premises. Without limiting the generality of the foregoing, Lessee's indemnification of Department shall include attorney's fee and costs whether incurred by Department before institution of legal proceedings, at trial or on appeal.

#### THE DEPARTMENT

- 1. The building superintendent and all other personnel will be under the direction of the Department at all times.
- 2. The stage will be set by the building superintendent only when lights, curtains, risers, microphones or other equipment is to be furnished by the Department.
- Seating arrangements shall be handled only during normal working hours by the building superintendent, in accordance with the wishes of the Lessee. Table and seating arrangements must be turned in with the signed contract and security deposit.
- 4. The Department shall allow the Lessee access to the building for rehearsals, preparation, and decoration between 8:00 AM and 5:00 PM the day prior to the rental date if such a day is a normal working day and if the facility is not in use. Access to building during other hours must be obtained by special permission from the Facility Coordinator.

#### THE LESSEE

- 1. The Lessee shall supply and pay for all personnel necessary to assure orderly use of the premises. Said personnel shall include, but not be limited to, one police officer for every 50 guests in attendance when alcohol is served, to insure all laws are obeyed and the building is secure and sufficient janitorial personnel for clean-up after the event.
- 2. The Lessee shall not permit anyone to have access to any part of the building other than those parts absolutely necessary.
- 3. The Lessee shall arrange to have representatives designated by the Department present at all times the Lessee uses the facilities.
- 4. The Lessee shall assume the cost of furnishing special personnel for stage setting and scenery other than lights, curtains and risers.
- 5. Decorations and property of the Lessee shall be placed and removed at Lessee's expense. Decorations and property of Lessee shall be removed the day of the event. The facilities must be left clean and orderly. Failure to leave the facilities clean and orderly will result in a deduction from the security deposit. Special arrangements shall be made through the Facility Coordinator and/or Maintenance Supervisor for access to the building at any other time.
- 6. The Lessee agrees that said premises shall not be used after 1:00 AM, unless requested and approved in advance. Music will stop and the event shall be closed down no later than 12:00 AM.
- 7. The Lessee agrees that all concessions will be handled from the kitchen. No concession stands will be allowed in the lobby or at the rear of the auditorium.

- 8. The Lessee agrees not to sell beer or alcoholic beverages without a license or permit issued by the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
- The Lessee agrees to comply with the instructions of the Facility Coordinator with respect to the payment of any
  monies for rent, damage deposit, or payment for additional services. All cashier checks or money orders shall be
  made out to the Florida Department of Agriculture and Consumer Services (FDACS).
- 10. The Lessee agrees not to use the numbered parking spaces in the parking lot at the front or the back of the Citrus Building from 8:00 AM to 5:00 PM, Monday through Friday unless permission is obtained from the Facility Coordinator.
- 11. The Lessee shall not have glass beer bottles on premises or in adjoining parking areas.

Please be aware that any infractions in these rules and regulations shall result in deductions in your security deposit.

| Lessee | Date |
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Please sign below indicating you have read and agree to these terms:

For additional information contact:

Facility Coordinator Florida Citrus Building 500 3<sup>rd</sup> Street, NW Winter Haven, FL 33881-3403 Phone: (863) 297-3939