



**The Key West Garden Club**  
 1100 Atlantic Blvd.  
 Key West, FL 33040  
 305-294-3210  
 www.keywestgardenclub.com  
 keywestgardenclub@gmail.com

KWGC Use Only:	Processed by:
Date: _____	_____
Day of Week: _____	_____
Hours: _____	_____
Total due: _____	_____
Deposit pd: _____	_____
Final due: _____	_____
Final due date: _____	_____
Final pymt recd: _____	_____

**EVENT AGREEMENT  
 CUSTOMER AND EVENT INFORMATION**

Event Type: \_\_\_\_\_ Wedding \_\_\_\_\_ Other (event description: \_\_\_\_\_)

Date Requested: \_\_\_\_\_ Day of Week: \_\_\_\_\_ Event Times Requested: \_\_\_\_\_ to \_\_\_\_\_

Total Times Requested: \_\_\_\_\_ Please note that hours requested must include all time necessary for entry into the facilities for any set up, tear down, and clean up. If customer is using a caterer or event planner, please consult with them on the time window needed to be inside the facilities.

Rehearsal Date and Times Requested (if applicable): \_\_\_\_\_

Number of Guests Expected at Event: \_\_\_\_\_

**Name of Customer:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone (home): \_\_\_\_\_ Telephone (work): \_\_\_\_\_

Telephone (cell): \_\_\_\_\_ Email: \_\_\_\_\_

**CATERER:** If a third-party caterer is being retained, please provide contact information below. **If alcohol will be served at the event, please see important provisions regarding Alcoholic Beverages below.**

Caterer Name: \_\_\_\_\_

Telephone (cell): \_\_\_\_\_ Telephone (office): \_\_\_\_\_

Email: \_\_\_\_\_

If event is a wedding, please complete the contact information for the individuals to be married:

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone (home): \_\_\_\_\_ Telephone (work): \_\_\_\_\_

Telephone (cell): \_\_\_\_\_ Email: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone (home): \_\_\_\_\_ Telephone (work): \_\_\_\_\_

Telephone (cell): \_\_\_\_\_ Email: \_\_\_\_\_

**AGREEMENT**

**PREFACE:** This agreement is made and entered into by and between the Key West Garden Club, Inc. ("KWGC") and Customer.

**SIGNED AGREEMENT, DEPOSIT AND REFUND:** A signed and dated copy of this agreement and a deposit must be received by KWGC to secure any date. Any request for a refund requires notice in writing of at least 30 days prior to the date of the event or any funds held as a deposit will be forfeited. Refund of any deposit may be subject to a \$25 administrative fee. All correspondence should be sent to the Key West Garden Club, 1100 Atlantic Boulevard, Key West, FL 33040.

**INSURANCE:** Customer shall maintain the following minimum insurance coverage: \$5,000 per person and non-liability medical payment; liability coverage of \$25,000 per person per incident with a minimum aggregate liability of \$1,000,000.

**INDEMNIFICATION:** Customer shall indemnify and hold harmless KWGC and its respective affiliated entities or agents from all damages, liabilities, losses, penalties, judgments or expenses (including attorney fees) directly or indirectly arising out of or resulting from Customer's use of the facilities, or the acts, omissions, or negligence of any party.

**ATTORNEYS FEES:** The prevailing party in any litigation between the parties relating to this agreement shall be entitled to reasonable attorney's fees and court costs, including appellate costs from the other party.

**CONDITION OF FACILITIES:** Customer acknowledges that KWGC operates public facilities owned by Monroe County, Florida, which may be impacted by weather, construction, public events, art exhibitions or other public or private events. KWGC will make good faith efforts to minimize such impacts or provide alternate areas within its facilities, upon request. The facilities are open to the public 7 days a week, 9:30 am to 5 pm, regardless of event scheduling.

**RELEASE; LIMITATION OF LIABILITY:** Customer by executing this agreement hereby releases KWGC and Monroe County from all actions, damages, including consequential damages, claims, or demands resulting from the use of the facilities or any other actions under this agreement. In no event will KWGC or Monroe County be liable to Customer for any amount exceeding the amount paid by Customer to KWGC.

**ASSIGNMENT:** KWGC may assign this agreement to any successor provided that the assignee assumes all liabilities, if any, hereunder. Customer shall not assign or transfer this agreement or any portion thereof without the prior written consent of KWGC.

**ALCOHOLIC BEVERAGES:** Only licensed and insured caterers may provide and serve alcohol. KWGC does not permit customers or guests to provide or serve their own alcohol. If alcohol is to be served at the event, Customer will be subject to all applicable local, state and federal laws and it is Customer's responsibility to enforce all applicable laws. Further, Customer must insure that copies of appropriate licenses, permits and insurance are submitted to KWGC in writing at least 30 days prior to the date of the event. A valid off-site Florida alcohol license must be provided to KWGC at least 30 days prior to the event.

**SOUND ORDINANCES:** If any amplified sound equipment is to be used at an event, Customer will be subject to all local laws and ordinances and must obtain any necessary permits from the City of Key West. Copies of such information shall be provided to KWGC at least 30 days prior to the date of the event. All music or amplified sound must be shut down by 11:00 p.m.

**CLEAN-UP:** Customer is responsible for any and all set up and clean up of the facility including but not limited to setting out tables, chairs, garbage and refuse, electronic equipment, temporary lighting installations and decorations and returning the site to its prior condition immediately after the conclusion of the event. Customer shall use appropriate recycling containers provided by KWGC.

**SALES TAXES:** State of Florida and local sales taxes will be assessed on the total amount of the rental at the then applicable rate. Any request for exemption from sales taxes must be accompanied by a current State of Florida Sales Tax Exemption Certificate.

**ENTIRE AGREEMENT; COMPLIANCE; SURVIVAL:** This agreement constitutes the only and entire agreement between the parties for an event. Failure to comply with any portions of this agreement may result in cancellation of the event by KWGC. The provisions of this agreement relating to indemnification, attorneys fees, release and limitation of liability shall survive any end to the agreement.

**RENTAL FEES\*\*:** Fees are based on the following schedule:

Minimum fee for events during normal KWGC business hours (7 days a week, 9:30 am to 5:00 pm)	2 hours	\$350
Minimum fee for events that begin or conclude outside of normal KWGC business hours	2 hours	\$400
Minimum fee for event with more than 40 people	3 hours	\$600
Minimum fee for event with third party caterer	5 hours	\$950
Charge for additional time (per hour) above minimum, including set-up, breakdown, photographs and rehearsals	1 hour	\$200
Surcharge for Friday/Saturday evening events (after 5:00 pm) between December 1 and April 30		\$200
Charge for use of grounds for photography (not applicable if facility reserved for Event)	1/2 hour	\$100

Charge for heavy-duty aluminum and wicker chairs (\$5 each) and tables (\$5 each) Customer is responsible for set-up and breakdown of these items.

**\*\*Telephone consultation with a KWGC representative is required to determine the exact cost and time needed for an event, including set-up and breakdown time. Contact KWGC at 305-294-3210, email us via a link from the WEDDINGS/SPECIAL EVENTS page of our web site or directly at [keywestgardenclub@gmail.com](mailto:keywestgardenclub@gmail.com)**

**Summary of Rental Fees:**

Event fees (based on time, duration and type of event)	\$ _____
Rental of tables and chairs	\$ _____
Subtotal of Rental Fees	\$ _____
Add applicable sales tax (7.5%)	\$ _____
Total Rental Fees	\$ _____
50% of Total Rental Fees due as deposit to reserve date	\$ _____
Balance Due 30 dates prior to event	\$ _____

(If balance is not paid 30 days prior to the event date, the reserved date may be cancelled and released at the option of KWGC in which case the deposit will be returned less a \$25.00 administration fee.)

**Event Guidelines** are hereby attached and made a part hereof as an Addendum to this Agreement

**Customer Name** (Printed) \_\_\_\_\_

**Customer Name and Date** (Signature with date)\_\_\_\_\_

**KWGC Representative** (Printed) \_\_\_\_\_

**KWGC Representative** (Signature with date)\_\_\_\_\_

**NEXT STEPS:**

1. **Agreement.** Mail or email completed agreement to:

***Key West Garden Club***

1100 Atlantic Blvd  
Key West, FL 33040  
keywestgardenclub@gmail.com

2. **Payment.** Pay deposit or full amount by any of the following methods:
  - Via Paypal on our website at [keywestgardenclub.com](http://keywestgardenclub.com),
  - Via credit card by calling 305-294-3210, or
  - Send check to the address above.

We look forward to seeing you at our beautiful gardens!

## EVENT GUIDELINES ADDENDUM

The Key West Garden Club (KWGC) operates facilities (West Martello Tower) owned by Monroe County. We look forward to working with you to ensure the success of all events held at the facilities.

1. You are responsible for any setup, tear down and cleanup of the facilities including, but not limited to, tables, chairs, garbage and recycling, electronic equipment, temporary lighting installations, and/or decorations thus returning the site to the prior condition immediately after the conclusion of the event. We suggest taking photos before you start moving anything, so you know where to return it.

• Please RECYCLE using the recycling containers provided by KWGC (no bag liners in recycling bins). Please note Key West is not able to recycle plastic bags or any type of filmy plastic or wrap.

• ALL GARBAGE accumulated during your event must be taken to the dumpster outside the grounds.

2. Please monitor the double utility gates during use and keep them closed when not actively using them. You are responsible for uninvited guests entering the grounds through the double gates.

3. A KWGC representative will be on site and available for any questions or concerns that may arise during your event, including setup and cleanup.

4. All amplified sound must be concluded by 11:00 pm unless a permit is obtained, and then it can continue until midnight. The permit must be obtained from the City of Key West and a copy of the permit must be provided to KWGC at least 30 days prior to the event.

5. Only licensed and insured caterers may provide and serve alcohol. KWGC does not permit customers or guests to provide or serve their own alcohol. If you will be serving alcohol at the facilities, you must provide or have on file at KWGC the following documents:

- A valid off-site liquor license issued by the State of Florida.
- Certificate of Liability Insurance showing the following minimum insurance coverage, including liquor liability coverage: \$5,000 per person and non-liability medical payment; liability coverage of \$25,000 per person per incident with a minimum aggregate of \$1,000,000.

6. The facilities are open to the public daily from 9:30 am to 5:00 pm. KWGC makes every effort to minimize the impact of public activities during scheduled events and expects vendors to also minimize the impact of their events on other activities during open hours.

7. KWGC charges additional fees for rehearsals, after hour's events, rental of tables and/or chairs and photo sessions (unless part of event rental). A fee schedule for these items is detailed in the Event Agreement. It is your responsibility to make sure that the hours you require for setup and cleanup are included in the Event Agreement with KWGC. Access to the Garden is limited to the time that has been paid so please plan accordingly.

### ***Bridal Party "Do's & Don'ts"***

- DO remember that you need a marriage license and an officiant. Often the bride and groom forget their license at the hotel, on the ship, or don't think to get one at all.
- DO consider donating your flowers to the garden club following your event. Your flowers can bring enjoyment to a rehabilitation center, the senior center, the hospital or our garden for all visitors to enjoy.
- The KWGC works tirelessly to keep our plant collections free from contaminations. Please DO use only natural products during your event, including live flower petals, live butterfly release or bubbles. Please DON'T release balloons, throw rice, seeds, confetti or fake flower petals or light sparklers. If you are unsure about a product for your event, or have any other questions, please contact us at [keywestgardenclub@gmail.com](mailto:keywestgardenclub@gmail.com) or call 305-294-3210.

(02/18 hjh)