



Event Agreement
 1100 Atlantic Blvd., Key West, FL 33040
 305-294-3210
 keywestgardenclub@gmail.com
 www.keywestgardenclub.com

KWGC Use Only

Instructions:

1. Download the *Event Agreement* file to your computer.
2. The Agreement **must be completed with the free Adobe Reader** (If you don't have it, get it here: <https://get.adobe.com/reader/>). If necessary, download and install *Adobe Reader* as instructed.
3. Use *Adobe Reader* to open the *Event Agreement* form you just saved to your computer: **right-click** (Windows) or **Control-click** (Mac OS), and from the menu select **Open with**, then **Adobe Reader DC**.
4. Click in each field to enter data and digitally sign when finished. Save again so you have a completed file for your records.
5. **Email it** as an attachment to us at the above email address. If you need help, call us!

Event Type <i>(select only 1 box):</i>	<input type="checkbox"/> Wedding	<input type="checkbox"/> Other Type of Event <i>(describe):</i>
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Date Requested <i>(mm/dd/yy):</i>	
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Total Time Requested: Note that the hours requested at right must include all the time needed for entry into 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.	TOTAL Start and End Times <i>(include AM or PM):</i>
	From: <input style="width: 100px;" type="text"/> To: <input style="width: 100px;" type="text"/>

Rehearsal Date Requested if applicable <i>(mm/dd/yy):</i>	
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Rehearsal Start and End Times <i>(only between 9:30 am – 5:00 pm):</i>	From: <input style="width: 100px;" type="text"/>	To: <input style="width: 100px;" type="text"/>
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Enter the Total Number of Guests Expected at the Event:	
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Briefly enter below any additional information you need to provide us, if any:

Customer	Phone # <i>(enter as xxx-xxx-xxxx)</i>	Preferred
Customer Name:	Home: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
Street Address:	Cell: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
City, State, Zip:	Work: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
Email:	Ext: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>

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:	Cell: <input style="width: 100px;" type="text"/>
Email:	Office: <input style="width: 100px;" type="text"/>

If event is a wedding, please complete the contact information for the individuals to be married:	Phone # <i>(enter as xxx-xxx-xxxx)</i>	Preferred
1. Name:	Home: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
Street Address:	Cell: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
City, State, Zip:	Work: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
Email:	Ext: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
2. Name:	Home: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
Street Address:	Cell: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
City, State, Zip:	Work: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>
Email:	Ext: <input style="width: 100px;" type="text"/>	<input type="checkbox"/>

AGREEMENT

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

SIGNED AGREEMENT AND DEPOSIT: A signed and dated copy of this agreement and a nonrefundable deposit must be received by KWGC to secure any date. Cancellation occurring after the initial signing of the Event Agreement and prior to the event date will result in forfeiture of any and all deposits made to date.

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.

ATTORNEY 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: Customer is responsible for compliance with local laws and ordinances relating to sound control and may not create unreasonably excessive noise, given the facility's proximity to residential areas. Customer must obtain any necessary permits from the City of Key West and provide such permits to KWGC at least 30 days prior to the date of the event. Customer must obtain a permit from the City of Key West for use of amplified sounds after 9:00 pm on weekdays (Sunday through Thursday) and after 10:00 pm on weekends (Friday and Saturday).

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.

I have read and understand the above Agreement (please initial).

Event Guidelines are a part of this Agreement. These Guidelines should be delivered to any parties involved in planning, setup or cleanup of your event.

EVENT GUIDELINES

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. Any user of the facilities is responsible for compliance with local laws and ordinances relating to sound control and may not create unreasonably excessive noise, given the facility's proximity to residential areas. A permit from the City of Key West is required for amplified sound after 9:00 pm on weekdays (Sunday through Thursday) and after 10:00 pm on weekends (Friday and Saturday).
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 customers to also minimize the impact of their events on other activities during open hours.
7. KWGC charges additional fees for rehearsals, after-hours 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, 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 or call us at 305-294-3210.***

I have read and understand the above Event Guidelines (please initial).

Rental 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 etc	1 hour	\$200
Surcharge for Friday/Saturday evening events (after 5:00 pm) between December 1 and April 30		\$200
Charge for Rehearsal (must be reserved, rehearsals only allowed between 9:30 am – 5:00 pm)		\$200
Commemorative Garden Brick for your wedding (3-line maximum, 16 characters per line)		\$150
Charge for use of grounds (per hour) for photography (not applicable if facility reserved for Event)	½ hour	\$100
Charge for rental of 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 our KWGC wedding/event planners at 305-294-3210 or email us directly at keywestgardenclub@gmail.com.		

Summary of Rental Fees (After your consultation with our office, we will give you the amounts to enter):	
Event fees (based on time of day, duration, number of guests, in-season/off-season pricing etc.)	
Rehearsal charge	
Rental of tables and chairs	
Subtotal	
Sales tax (7.5% of Subtotal)	
Total	
50% Nonrefundable Deposit due now	
*Balance Due (30 days prior to event)	
*The event is subject to cancellation by the KWGC if the balance is not paid in full 30 days before the event date. Cancellation occurring after the initial signing of the Event Agreement and prior to the event date will result in a forfeiture of any and all deposits made to date.	

Signatures and Dates		
Customer Name (print):	Date (mm/dd/yy)	
Customer Signature: u our signature.		
Please know that by signing, you are agreeing to the following statement: I CERTIFY THAT THE ELECTRONIC SIGNATURE ABOVE REPRESENTS MY TRUE SIGNATURE AND MY AGREEMENT TO THE TERMS IN THIS ENTIRE DOCUMENT.		
This section to be completed by Key West Garden Club Representative		
KWGC Name (print):	Date (mm/dd/yy):	
KWGC Signature: u signature.		

NEXT STEPS:

1. **Complete and submit Event Agreement.** Download, save, and complete the agreement on your computer. Save again so you have a copy, and then send it as an email attachment to keywestgardenclub@gmail.com. Note the *Event Name* and *Event Date* on the Subject line of the email.
2. **Submit Payment.** Pay the deposit or full amount by any of the following methods:
 - PayPal/credit card via our website (preferred): <https://keywestgardenclub.com/club/event-payment/>
 - Mail your check, payable to the *Key West Garden Club*, to the address above. Be sure to note the *Event Name* and *Event Date* on the check.

KWGC Use Only:
