

WAUCHULA TRAIN DEPOT
135 East Main Street Wauchula, FL 33873
Hardee Co. Chamber of Commerce | (863) 773-6967 | director@hardeecc.com
Visit Hardee | (863) 767-9999 | VisitHardee@gmail.com

DEPOT RENTAL AGREEMENT

Application Date: _____

Name: _____

Rentor (circle): **Hardee Chamber / Visit Hardee**

Address: _____

Alternate Phone: _____

City/State/Zip: _____

Email: _____

Requested Rental Date(s): _____

Day of Week: Mon Tue Wed Thu Fri Sat Sun

Purpose: _____

Number of Guests: _____

Start Time: _____ End Time: _____

Business Related Event (circle): Y / N

How did you hear about us: _____

Will Alcohol be Served: Y / N

As a renter of the facility, I understand that I am responsible to assure that the attached rules and policies are adhered to. I understand that I am also responsible to assure that the facility and fixtures are properly cared for during the rental period and that the facility and grounds are clean and returned to the original condition at the end of the event. My signature indicates that I have received and understand the rules and policies for the rental and that I am in agreement with them.

A security deposit is required to hold the building for the desired date. A check is preferred. The full rental fee is required a minimum of 14 days prior to your event date. The security deposit will be refunded after the building is inspected, and an inventory is taken. The security deposit check will be returned to you to void and disposed of, once the keys are returned.

Signature/Photo ID required Date

Witness Date

DEPOSIT RECEIVED: _____ Date

Ck# / Cash / CC

RENTAL FEE RECEIVED: _____ Date

Ck# / Cash / CC

DEPOSIT REFUNDED: _____ Date

CREDIT CARD INCIDENTALS: Y / N

RENTAL FEES - CHAMBER MEMBERS (*BUSINESS RELATED EVENTS ONLY*)

See Chamber Membership Benefits Matrix for free/reduced usage partnership levels.

Mon-Fri Day (before 4PM)	\$ 50.00	Security Deposit: \$100.00
Mon-Thurs Evening (after 4PM)	\$100.00	
Fri-Sun (up to 8 hours)	\$250.00	
Fri-Sun (8 to 24 hours)	\$500.00	

RENTAL FEES - NON-CHAMBER MEMBERS/NON-BUSINESS EVENTS

(i.e. wedding parties, baby shower, birthday, etc.)

Mon-Fri Day (before 4PM)	\$150.00	Security Deposit: \$200.00
Mon-Thurs Evening (after 4PM)	\$250.00	
Fri-Sun (up to 8 hours)	\$500.00	
Fri-Sun (8 to 24 hours)	\$800.00	

****Usage timeframes includes set-up and clean-up.**

CANCELLATION NOTICE: Full Refund of paid rental fee and security deposit if cancelled 14 days prior to reservation. Any event cancelled within the 14 day rental agreement, the rental fee is forfeited. The security deposit will be refunded.

RULES AND POLICIES

(By Signing Above you have acknowledged that you have read and agreed to the below terms.)

Depot Rental Regulations & Fees

The Wauchula Train Depot is available for public and private special uses; however, the Chamber retains the right to exercise discretion in approving rental proposals that may be incompatible with the historical character of the facility or in the best interest of the Chamber.

Terms and Conditions

- Description of Property. Rental of the facility is limited to the event space, its furnishings, adjoining outside deck and adjacent parking lot. The adjoining spaces are not included in the rental of the facility unless advanced, special arrangements are made with the Chamber.
- Hours of Use. Events are limited to hours between 8:00 A.M to 12:00 P.M. Midnight.
- Facility Contents. All facility furnishings, decorations and other items are the property of the Hardee County Chamber of Commerce and Visit Hardee and shall not be removed without written authorization of the Chamber of Commerce. .
- Payment. Full payment must be made to the Hardee County Chamber of Commerce 14 days prior to the scheduled event date.
- Security Deposit. A deposit is required for the use of the facility. Deposits must be received at the time the reservation is made. The security deposit may used by the Chamber to satisfy all or part of Renter's obligations, however, it does not preclude the Chamber from seeking additional payment from the renter for other purposes. If the Chamber determines that the security deposit will not be refunded, a written explanation will be provided to the renter. When all post-rental conditions have been met, the security deposit shall be refunded and mailed to the renter within seven days. Executive Director with the consent of the Chamber Board may waive security deposit.
- Credit Card Incidentals. Any customer who enters into a rental contract with Hardee County Chamber of Commerce agrees to have a confirmed and valid credit card on record with us at all times during the rental agreement period. You hereby authorize Hardee County Chamber of Commerce to store your credit card information and to charge all sums due to us at any time during the term of this agreement, including damages, items not returned and extra rental fees. Failure to return property to the original condition upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property and is punishable in accordance with Florida Statues 812.155. These terms and conditions are a part of this contract. If rental space and or any equipment does not function properly you must notify the host within 30 minutes of occurrence or no allowance will be made.

- Insurance Requirements: Renter shall procure and maintain, for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by Renter. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability (CGL) on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence.
- Multiple Events. Multiple events may be scheduled by the renter with a single security deposit, security deposit will not be refunded until after the final scheduled event.
- Smoking. Smoking inside of the facility and on the attached decks is prohibited. Smoking is permitted outside in designated areas only. Guests or persons hired by the renter who continue to smoke in unauthorized areas are subject to immediate removal by Security officers or the Event Staff. It is the responsibility of the renter to ensure all smoking parts be picked up and removed from chamber grounds.
- Facility Alterations. No alterations or modifications shall be made to the facility without the written approval of the Hardee County Chamber of Commerce, including but not limited to paint, nails, screws, locks, fixtures, tape, glue, or attachments to the walls, ceiling or flooring or any other items on any portion of the facility. Any Damages caused by the renter will be repaired by Chamber and paid from the security deposit. If the security deposit does not cover the repair cost, the renter will be billed for the amount in excess of the security deposit. No person or organization may rent the Depot if they have any outstanding repair balance due.
- Advertising. All advertising, print materials and all other forms of publicity pertaining to the event shall not suggest that the Chamber sanctions, sponsors or is affiliated with the event.
- HVAC Thermostats. Adjusting of thermostats shall only be done by an employee of the Chamber, unless authorized by the Chamber.
- Birdseed, Glitter, and Other Similar Items. Dispensing/throwing of tiny particles such as birdseed, glitter and other similar items inside the facility is prohibited.
- Animals. Animals are prohibited inside the facility, except for those needed for medical reasons or sight-impaired persons.
- Cleaning, Restoration and Repair. At the end of an event, the Renter shall be responsible to return the facility and all of its contents to the same condition that existed prior to the event, including cleaning, repairing and restoration. This includes removing all trash and event materials, food, etc. from the facility and properly disposing of them. Note: Any food and/or spills not removed will result in a minimum \$20.00 charge per area depending on time to

dispose/clean-up. If the renter does not return the facility to its original pre-rented condition, the renter will incur a minimum \$250.00 cleaning charge.

- Parking. Parking is permitted in designated, paved areas only. Vehicles shall not be driven or parked on grassed areas or the brick walkway adjacent to the depot or in the adjoining park.
- Protection of Surfaces. Placemats, table pads, tablecloths and other similar measures must be used to protect table tops and the surfaces of all furnishings. Only non-drip candles are permitted for use in the facility.
- Sound and Noise. It shall be unlawful for any person to willfully make, continue, or cause to be made any excessive, unnecessary, or unusually loud noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person residing within hearing distance of the facility. Amplified sound must not be audible outside of the facility after 10:00 P.M.
- Consumption of Alcohol. The consumption of alcohol on the premises by event participants of legal age as a part of an approved event is permitted. If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.
- Liability. Renter assumes full responsibility and liability, and shall compensate the Chamber, for any damages to the facility or theft of or damages to facility furnishings, decorations, fixtures, floor coverings, flooring, window treatments, appliances, equipment and all other property of the Chamber arising from or relating to the event or anyone entering the facility for such event.
- Indemnification. To the fullest extent permitted by Florida law, Renter hereby releases the Hardee County Chamber of Commerce (its contractors, agents and employees) from liability for, and agrees to indemnify, save harmless and defend the Chamber (its contractors, agents, and employees) from and against, any and all losses, costs, claims or suits (whether relating to property, death or personal injury), damages or expenses arising from or relating to: (i) Renter's failure to fulfill any of its obligations or any condition of this Rental Agreement, (ii) any damages, loss, expense, cost or injury (whether in the nature of personal injury, death, or property) happening in or about the facility to Renter, its agents, contractors, employees or invitees; and (iii) any judgment, lien or other encumbrances filed against the Chamber as a result of Renter's action.
- Disclaimer. The Chamber shall not be responsible for any items of the Renter, its agents, contractors, employees or invitees, and the Chamber will not be liable for any damage to or loss of Renter's, its agents', contractors', employees' or invitees', property of any type for any reason or cause whatsoever.

- Compliance. Renter, its agents, contractors, employees and invitees, must comply with all applicable laws, ordinances and regulations.
- Use Agreement. The Rental Application shall govern the rental of the Wauchula Train Depot Facility for the specified purpose, date and time, persons and facility areas. By signing and paying all required fees, the renter acknowledges reading, understanding and acceptance of all terms and conditions for the use of the facility.
- Fasteners. No nails, tacks, adhesives, glues, 3M removable fasteners, or tape can be used on the walls, floors or trusses. Damage to building will result in additional charges.
- Lost Keys: Keys lost and/or not returned will incur a \$75 fee.
- Inclement Weather. If an event is cancelled due to inclement weather, the Hardee County Chamber of Commerce will make every reasonable effort to reschedule the canceled event. Hardee County Chamber of Commerce shall not be held liable for losses incurred by the user/renter due to cancellation. Excessive heat or cold will not change the heating or cooling policy.
- Supervisors of Minors. Activities involving minors must have appropriate, ongoing, on-site supervision by a suitable number of responsible adults.

CHECKLIST FOR RENTERS

Return the completed checklist with the Depot keys in the building before leaving the North Main Entrance. Please set the alarm code and ensure door is locked behind you when exiting. Check all items off before exiting:

- Remove all decorations and items used to attach decorations.
- Remove food, personal belongings, and rental equipment.
- Clean any spills from floors.
- Tables and chairs wiped clean and left standing.
- Remove all trash and debris from the building and grounds.
- Remove bagged garbage from trash receptacles. Place bags in containers outside the building.
- Kitchen- refrigerator, counters, and cabinets wiped clean.
- Turn off bathroom fans and lights.
- Lock ALL doors on both floors.
- Return keys and checklist.

Comments, complaints, or suggestions:

The items checked above have been completed.

Renter's signature _____ Date _____

Chamber signature _____ Date _____