

ASCENSION RENTAL AGREEMENT

Event date: _____ Set-Up Time: _____ Event Start Time: _____ Event End Time: _____ wrap Time: _____

Type of Event: _____ number of guests: _____

Single Event or multiple days/nights: _____

details (For the best event pre-planning and production please provide, on page two, a detailed plan and desired schedule for specified times and aspects of your event).

Client/Corporation: _____

Primary contact: _____ Preferred Phone: _____ Email: _____

Secondary contact: _____ Preferred Phone: _____ Email: _____

Emergency contact: _____ Preferred Phone: _____ Email: _____

Address: _____ city: _____ State: _____ Zip: _____

NOTE: The standard rental time is based upon 8 hours, including 2 hours setup prior to the event start. More time, if needed or requested, may be subject to additional fees. It is understood that your event may be shorter than 8 hours.

For use on the event date and time stated above for rental fee of \$ _____ is due and payable on the schedules below. Cash, and money orders are accepted. (ALL PAYMENTS SHOULD BE MADE TO ASCENSION)

date-Hold deposit (non-refundable) due date: _____ amount: _____ method: _____
remaining 50% down Payment due date: _____ amount: _____ method: _____
additional Time desired or additional Set-Up Time due date: _____ amount: _____ method: _____
refundable Security deposit due date: _____ amount: _____ method: _____
we will be using our own caterer/Food due date: _____ amount: _____ method: _____

THE ASCENSION can also HELP YOU WITH LARGER SCALE EVENT PLANNING AND PRODUCTION SERVICES.

The Ascension Planning Fee(s).

Estimated: _____ deposit due date: _____ amount: _____ method: _____

Other billable fees or requested/required expenses or staff costs will be quoted and detailed on separate invoices, as costs are determined or necessary. All expenses will be estimated and approved prior to being incurred.

No refunds will be paid 30 days prior to an event, as your agreement to rent The Ascension on this date may cause the loss of additional bookings or business. in addition, expenses incurred such as rentals or purchases necessary to produce your event may not be refunded, or may not be refunded in full if costs have been incurred toward that obligation. We accept cash, money order, or other payments acceptable as US tender and 5% processing fee that is charged to us for returned checks. Any refunds issued will be returned less a 5% handling fee.

All balances must be payable to Ascension 10 days in advance of the event. (If the balance has not been paid by the commencement of the event, The Ascension has the right to cancel your event.)

A SIGNED AGREEMENT AND DOWN PAYMENT MUST BE RECEIVED TO RESERVE YOUR DATE AND TIMES.

Acknowledged, agreed and authorized by Primary contact/renter: _____ date: _____

Acknowledged and agreed by The Ascension date: _____

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Desired Schedule:

_____ SETUP/SINAGE, DECORATIONS/TABLES CHAIRS ___ EVENT	_____ MUSIC/ENTERTAINMENT – START/END	_____ HOW LATE WILL GUEST BE STAYING
_____ REHARSAL/TECHSET/LIGHT/SOUND	_____ FOOD/DRINKS-START/END	_____ OTHER EVENT PROGRAM CONSIDER WRAP
_____ FOOD/BAR-SETUP/PREP	_____ SPEAKER PRESENTATION-START/END	_____ CLEAN UP
_____ DOOR HELP/LIST, HELP SECURITY/STAFFING	_____ CAKE CUTTING/TOAST	
_____ DOORS OPEN		

Specific Needs/Technical requirements: _____

Resources Needed: _____

Media Coverage/VIP, Celebrity or Performer Requirements: _____

Special Needs: _____

Event Planner: _____ Preferred Phone: _____ Email: _____

caterer: _____ Preferred Phone: _____ Email: _____

cake: _____ Preferred Phone: _____ Email: _____

Other Food: _____ Preferred Phone: _____ Email: _____

musician/dj/Talent: _____ Preferred Phone: _____ Email: _____

management/contact: _____ Preferred Phone: _____ Email: _____

winery/alcohol Sponsor: _____ Preferred Phone: _____ Email: _____

Other vendor: _____ Preferred Phone: _____ Email: _____

Publicity/media contact: _____ Preferred Phone: _____ Email: _____

Event insurance company: _____ **Policy #:** _____

Primary contact: _____ **Preferred Phone:** _____ **Email:** _____

We will all be using this contract as a working document as details refine on your event. Please sign the contract and Fax it to: 99

Primary contact/renter initials: _____ **Date:** _____

CONDITIONS AND RESPONSIBILITIES OF RENTER

*Please read the material below to make sure all parties understand the requirements of providing for everyone’s safety and keeping **The Ascension** a well maintained and safe location for future use.*

RENTAL FEES

All balances must be payable to Ascension 10 days in advance. A down payment and a security deposit check, along with the signed agreement, is required to reserve the date and space. Payment may be made by cash, or money order. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Denial of Use: The Church of the Ascension and Miriam Dean Pratt Community Center (MDPCC) reserve the right to deny use of the facility to individuals or organizations that (a) violate, or advocate the violation of the civil rights of citizens, (b) conduct or advocate illegal activity, (c) engage in commercial activities that may jeopardize the nonprofit educational classification of the Church of the Ascension under United States Internal Revenue Codes, or (d) violate commonly accepted Episcopalian Church standards as codified. The Church of the Ascension and MDPCC

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further reserves the right to remove from the MDPCC any such individuals or organizations; in the event of the exercise of this authority, Lessee waives all claims for damages on that account.

SECURITY DEPOSIT AND DAMAGE(S)

A security deposit check of \$1000 made payable to The Ascension is required and due 10 days prior to the event. Please note that this deposit is separate from the down payment to secure the date and space. This deposit will be refunded within three (3) days following the rental period provided the premises are maintained and left in the same condition as when rented, and satisfactory to The Ascension management. However, if any cleaning or repairs deemed necessary beyond normal use (i.e. paint damage and floor gouges) will be charged and deducted from the security deposit. The caterer, if used, must clean the premises within two (2) hours following the event leaving it in the same condition and working order as at the start of the event setup. Caterers must remove all trash, composting and recyclables from the site as we do not have adequate facilities. Failure to remove or clean will result in additional fees. If the building or any part of the premises or its historic contents, including furniture or artwork, is damaged during the event, renter will be solely responsible for such damage.

Return of Deposit: If unforeseen circumstances create a conflict between the Lessee's use of the MDPCC and the Church of Ascension, this entity shall be given priority. On such an occasion, the Lessee's nonrefundable deposit shall be returned and the Lessee's use of the Center for the date in conflict shall be denied. Notice of such a conflict and return of deposit to Lessee shall be accomplished at least seven (7) days in advance of the Lessee's intended date of use.

INSURANCE AND LIABILITY

Lessee shall keep, in full force and effect during the terms of this agreement, insurance in the following types and minimum amounts.

Comprehensive General Liability including premises operations, personal injury, and product/liquor liability in such instances where food/liquor is served.

Property Damage:

Special Event liability insurance is required for all renters and caterers. Established catering Services may use their license and insurance to cover this. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring The Ascension and The Ascension employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than:

- a) Property Damage: \$1,000,000.00 per occurrence, and general aggregate liability of not less than \$1,000,000.00
 - b) Bodily Injury: \$250,000.00 per person and \$500,000.00 aggregate.
 - c) Workers Compensation is statutory and is the responsibility of the Renter
- The Ascension shall be named as an additional insured/co-insured of said policy.

If alcohol is to be served please make sure that the policy includes Host liquor liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests.

Any caterers and/or outside vendors, companies, and/or institutions must provide a copy of their certificate of insurance and catering license to The Ascension, naming The Ascension as stated, and will be delivered _____ / at least (one day) (one week) (one month) prior to the event. Please be advised that the insurance policy is subject to verification up to the date of the event.

LIABILITY

Renter agrees to indemnify, defend, and hold The Ascension, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at The Ascension.

In the event The Ascension, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay The Ascension, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by The Ascension, including all collection expenses and interest due.

CAPACITY

Renter understands that the maximum standing capacity of The Ascension is _____ people and will not exceed this limit.

SITE DECORATION

The Ascension wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of The Ascension rearrange and move any furnishings, including artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items should be used on our walls or other portions of the premises. No tape or gummed backing materials must be properly removed and any wall damage will be deducted from the deposit. No glitter or foil (non-paper) confetti is allowed on site.

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Sanctioning of Event: Lessee shall not imply that Lessee's function is sanctioned by the Church of the Ascension or the MDPCC in print, electronic or broadcast from unless authorized. Lessee may not advertise the MDPCC telephone number unless so authorized.

Posting of Advertisements: Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front, or on any part of said building, except upon the regular billboards, provided by the Lessor therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibition to be given in said MDPCC.

Obstruction of Traffic: Neither the halls nor ramps of the Hall or the adjacent Church of the Ascension, nor the sidewalks, entrances, thereof shall be obstructed by Lessee nor used for any other purposes than egress or regress, and Lessee will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times except as agreed to within this contract.

Parking: Parking vehicles in a manner which blocks entrances, driveways, or the landscaped grounds of The Church of the Ascension or Reserved (Identified Spaces) is prohibited. Vehicles so parked are subject to towing at the expense of the vehicle owner.

CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of The Ascension or The Ascension staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

Primary contact/renter initials: _____ Date: _____

NOISE

Renter acknowledges that the premises are located near residential units and therefore agrees to control the noise level at the event such that it not disturb neighboring occupants. In the event that renter's event creates a disturbance due to high noise volume, renter shall immediately reduce the volume. If repeated disturbances are created, at The Ascension and The Ascension discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to renter.

Note: music must end by 10 p.m. during weeknights and by midnight on weekends. Additional time can easily be added **not to extend past 00:00 a.m.**, provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

LOST AND FOUND

The Ascension take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to **30 days**. Every attempt will be made to return any recovered item to its rightful owner.

CANCELLATION

Date-Hold deposit is non-refundable

More than 60 days prior to event: 50% of down payment and 100% of security deposit will be refunded.

From 30 days prior to event: no Rental Payment will be refunded. 100% of the security deposit will be refunded.

Lessee may cancel the agreement and will be entitled to a full refund of all deposits within 3 days of entering a contractual agreement for a lease entered for an events that commences within thirty days. All deposits (excluding the security deposit and Date-Hold Deposit) for leases entered for events commencing within thirty days of the execution of the agreement will be non-refundable after three days of execution of the agreement.

CATERING, CLEANING, TRASH AND EQUIPMENT REMOVAL

The Ascension will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as our facility is not ventilated.

The Ascension encourage those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. The Ascension proudly commits to as close to zero waste events as possible. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by the renter or the caterer.

All rental equipment must be removed no later than noon the following day.

CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, **no Exceptions**. Renter shall not sell alcohol on premises at any time **unless the renter procures the proper liquor license specifying the limit on drinks serve to an individual and a cut off time frame for serving alcohol**. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The Ascension reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of The Ascension or the safety of its staff, guests, or building contents.

ENTRY AND EXIT

Renter agrees that The Ascension and The Ascension staff may enter and exit premises during the course of the event. A representative of The Ascension will be on-site during your entire event and will be checking periodically with the responsible parties to insure everything is working smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

PROMOTIONS AND COPYRIGHT

It is important to us that you have a fantastic and successful event. Should The Ascension engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. The Ascension is our name, please do not shorten it in any form.

We are happy to provide professionally created images of our space for promotional materials.

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We hope you will refer others here and we are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents.

A representative of The Ascension and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities we support can be directed to that representative.

Other Agreements: The Lessor and Lessee agree that this written Agreement supersedes any oral agreement that may have been made between the Parties.

Governance of Agreement: This Agreement is governed by the laws of the State of Florida. The obligations and undertakings of each of the parties to this Agreement shall be performable at Miami-Dade County.

Primary contact/renter initials: _____ Date: _____

Renter(s) acknowledges that he/she/they, has/have executed this agreement upon his/her/their ability to decide for him/her self/themselves, and/or on advice of his/her/their own counsel, after reading and understanding same.

IN Witness thereof, SAID Ascension acting by and through its agents and or Representatives Lessor and Lessee, have executed this Agreement on this _____ Day of _____, 201_

LESSEE: _____ Date: _____

Telephone: _____

Lessor: _____ Date: _____
