

The Deering Estate at Cutler
FACILITY RENTAL RULES & REGULATIONS

Thank you for considering the Deering Estate at Cutler for your rental. Permittee shall at all times herein be defined as the party holding the event at The Deering Estate at Cutler (“The Estate”). This agreement permits and encourages rentals; sets terms and conditions for rentals; and regulates rentals held at the Deering Estate at Cutler to uphold our primary mission *to preserve and protect the natural, archaeological, architectural and historic legacy of the Estate by using wise stewardship in the management and utilization of its sensitive resources, while educating and enhancing public appreciation of the unique characteristics of the site through compatible uses.*

Site Availability

Wedding ceremonies, receptions and special events shall take place after the Deering Estate at Cutler closes to the public – generally limited to the hours between **5:00pm and 12:00am**, seven days a week. All building rentals are confined to the first floor. Music must be turned off at 11:00pm. The Estate must be cleaned, gates closed, and secured by 1:00 am.

Fees

Please see attached “Site Rentals for Events” fee schedule. A summer discount of 25% during months of June, July, and August is available on the Estate Rental fee only.

All rentals require the presence of at least two (2) Park Security Guards. If in the opinion of the Estate staff, additional Security Guards are required, the Permittee will be billed for each additional Park Security Guard required.

A cleaning/damage security deposit equal to 25% of the total rental fee (Estate Rental Fee, Additional Guest Fee, and Security Staff Fee) will be due 30 days prior to the event.

All fees are subject to applicable sales tax.

Permittee acknowledges that fees are subject to change. The “Site Rentals for Events” fee schedule in effect at the time that the Deering Estate at Cutler receives a signed rental permit application and rental deposit from the Permittee will be applicable for the term of the Agreement.

Reservation and Payment

1. All wedding ceremonies, receptions, and other special events shall be arranged through the Rentals Coordinator and are subject to the approval of the Director of the Estate in his/her sole discretion.
2. Reservations for wedding ceremonies, receptions, and other rentals are on a first come first serve basis.
3. A signed, rental permit application and a rental deposit equal to 50% of the TOTAL Rental Fee (Estate Rental Fee, Additional Guest/Add'l Estate Hour Fee, Additional Service Staff Fee, and Applicable Sales Tax) is due from Permittee two weeks after Permittee requests the event date. If payment and fully executed Facility Rental Agreement is not received within the two week period, The Estate will automatically remove the Permittee's reservation from the calendar.
4. The rental deposit equal to 50% of the TOTAL Rental Fee is refundable within the first 60 days after the Permittee has signed the rental agreement. Any notice of cancellation must be received in writing at the Estate prior to the expiration of the 60 day time period in order to receive a refund. Refund checks will be mailed to the Permittee within 4 to 6 weeks of receipt of cancellation.
5. Permittee must pay the outstanding balance for an event a minimum of 30 days prior to the event.
6. For rentals that are initiated 45 days prior to the event, the full rental amount is due at the time the rental agreement is signed and delivered to the Estate. All payments must be made in the form of cashier's check or credit card.
7. All payments should be made to "Miami-Dade County." Any payments made within 30 days prior to the event must be made in the form of cashier's check or credit card. The Estate reserves the right to retain deposit and cancel any events that have unpaid balances 30days prior to the event date. For cancellations made within 30 days of the event date, Permittee is financially responsible for total amount of rental fee, and no refunds will be granted.
8. The Permittee will be invoiced and is responsible for payment of any undercharge. Overcharges will be refunded upon written request from Permittee. The Estate security will take a head count at the event and Permittee or host will sign and approve said headcount. Maximum total capacity may not exceed 250 people.

Wedding Rehearsals

9. All Wedding rehearsals shall be scheduled with the Special Events Coordinator. Rehearsals are limited to 30 guests; any additional guests will be charged the regular

Estate admission fee. Rehearsals must conclude by 5:00 p.m. Rehearsals are schedule on the Front Lawn between 3:00 and 5:00 p.m.

Vendors/Subcontractors

10. Permittee is responsible for the actions of all subcontractors and/or vendors, which may include but are not limited to party planners, entertainers, florists, caterers, musicians, etc. Permittee is responsible for ensuring that all subcontractors and vendors are aware of The Estate's Rules and Regulations. **The permit fee is \$5.00 per person. Permit fees are non-refundable.**

Event Set Up

11. Permittees are responsible for ensuring that their subcontractors and/or vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Failure to notify Special Events Coordinator of electrical requirements may result in inadequate power or power failure.
12. Permittee or Permittee's Representative must be on-site to accept deliveries and oversee set up. **The Estate staff will not act as Permittee Representative and will not accept or sign for deliveries.**
13. Rental equipment may be delivered to the Service Area no earlier than 12:00 noon on the day of the event. Setup may begin in the Courtyard and on the Front Lawn from 12:00 noon. Setup may begin on the first floor of the Stone House and Richmond Cottage at 2:00 p.m. **There will be no exceptions to these times.**
14. Tenting is only permitted in the Courtyard and is secured by the permittee. **Stakes may not be used to secure tenting.** Tenting may be secured with water barrels or concrete blocks. The Special Events Coordinator **must be notified if a permittee chooses to have a tent on the Court Yard 3 days prior to the event. Should notification not be given, the tent company will not be allowed to enter the property. This rule will be strictly enforced.**
15. Bars are not permitted anywhere inside of the historic buildings. Bars are permitted outside only.
16. Emergency exits, doors, windows, driveways, stairs, or ramps to and from the public areas must not be blocked at any time.

Facilities

17. The Estate provides only the venue. The Permittee shall provide all services such as catering, rental tables, chairs, etc.

18. **All rentals are confined to the first floors of the Stone House and Visitor Center Facilities.** All non-rented rooms and non-rented historic houses are kept closed and locked during rentals, and are off limits to Permittee and their guests.
19. Legal occupancy within the Stone House is 100 guests. Legal occupancy within the Richmond Cottage is 75 guests. The Estate staff will prevent entry into the house of additional guests once the legal occupancy limits have been met. Determination of whether occupancy is at its limit will be at the sole discretion of the Estate staff. Tents may be secured by the client for events with more than 125 guests. Tent specifications and guidelines are included on the price list.

Parking

20. Parking in the Service Area is only for catering vehicles essential to the event. The Service Road must remain clear for emergency vehicles at all times. Vehicles must not block fire hydrants, disabled parking spaces, ramps or paths. Vehicles and tents placed in the Service Area must be placed in such a way as to allow full, safe access to The Estate. Permittee and subcontractors/vendors shall adhere to traffic directions given by The Estate staff. Improperly parked vehicles may be towed at owners' expense.
21. The Estate's Visitor Center parking lot can accommodate up to 51 regular vehicles and 6 handicap vehicles. Parking is also available along 72 Avenue. No Parking is allowed on private property of neighboring residents. If additional parking is needed, arrangements can be made through the Special Events Coordinator.
22. The Estate will retain, at sole cost to Permittee, Miami-Dade police officers required by The Estate to provide traffic control. Armed Security shall not be used at any time during an event. The Estate, Special Events Coordinator, must approve use of private security (unarmed).
23. The Special Events Coordinator must be advised when valet parking or charter bus arrival has been arranged. Valet parking requires documentation of an agreement with a permitted valet parking company and an accompanying certificate of liability in the amount of \$1,000,000 and a garage legal liability in the amount of \$100,000. Parking attendants and drivers must park cars/buses in designated areas and at all times in a manner so they do not block the Estate's entrance or exit for emergency vehicles.
24. A maximum of three (3) limousines per event are allowed to escort the wedding party down the historic main drive of the Estate. Arrangements must be made with the Special Events Coordinator in advance. No other vehicles are allowed on any part of the historic main drive of the Estate.

Time Restrictions

25. Beverage service must conclude at least 30 minutes prior to an event's ending time.

26. Music must conclude by 11:00 p.m. No time extensions will be granted the evening of the event.

Fundraising

- 27. Special Events Coordinator must approve any auction, sale, games of chance, or other such fundraising ventures.**

28. A permit to conduct business on Miami-Dade County property may be required.

Alcohol Use

29. If liquor is sold, an appropriate liquor license must be obtained by Permittee and displayed at event. Prior to the event, Permittee must provide the Special Events Coordinator with a copy of the liquor license together with a liquor liability insurance policy in the amount of \$1,000,000 which names Miami-Dade County as an additional insured. Alcoholic beverages shall not be consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate termination of this Permit and forfeiture of any security deposit or monies paid.

Restrictions and Prohibited Items

30. Rice, confetti, glitter, balloons, birdseed throwing, etc. is not permitted. Limited use of smokeless, dripless candles is permitted in outside areas, and all candles must be enclosed in glass. The Estate, Special Events Coordinator, must approve the use, type, and appropriate location for use of candles prior to event.
31. Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not permitted.
32. Smoking is not permitted in the House, including any tented area of the Courtyard.
33. Fireworks or open flames (tiki torches) are not permitted on any part of The Estate property, on the island of Chicken Key, or the offshore water between the island of Chicken Key and the mainland.
34. Food, beverages and other objects must not be placed on The Estate items such as furniture, artwork, vases, urns, shelves, and countertops.
35. Cooking is not permitted inside the historic houses (Stone House, Richmond Cottage, Carriage House, Pump House, and Power House).
36. Nothing may be affixed, attached, or anchored in any way to any part of The Estate including balustrades, urns, furnishings, artwork, or decorative wrought iron. Items such as nails, staples, tape, post-it notes, rubber bands, or string may be harmful to the historic structures, artifacts, or plants and may not be used.

37. Additional lighting, including flash photography, is prohibited inside the Historical Houses (Stone House, Richmond Cottage, Carriage House, Pump House, and Power House).
38. The use of smoke machines or fog machines are prohibited in the historical houses (Stone House, Richmond Cottage, Carriage House, Pump House and Power House). The use of any special effects on the Estate must have prior written approval of the Special Events Coordinator.
39. Decorations shall in no way damage the property, buildings, or furnishings and artifacts. Furniture, artwork, and display items may not be moved. Any and all costs for damages to property, buildings, furnishings, artwork, or display items will be charged against the security deposit and additional charges may be assessed against Permittee.
40. No alteration, trimming, or cutting of any plants or trees, including sea grasses is allowed. Tree climbing is not permitted. Hunting, fishing, handling, harassing, or disturbing the wildlife is not allowed.
41. Only service animals for persons with disabilities are permitted on The Estate property. Horse and carriage are not permitted on The Estate property.
42. Placement of any item on the grass is subject to the approval of the Estate, Special Events Coordinator. Failure to adhere to this rule may result in additional charges, suspension of privilege of working at The Estate, or a loss of the security deposit.
43. No dumping of any substance is allowed on the grounds, into Biscayne Bay, or surrounding areas.
44. No amplified music will be permitted in the outdoor areas. Bands are limited to eight (8) pieces. Only minimal sound checks will be permitted and shall at no time interfere with park patrons. Unacceptable noise levels due to crowd, music, sound checks, and other sources shall be determined at the sole discretion of the Special Events Coordinator or the Estate staff/security.
45. Take off from and/or landing by any plane, helicopter, glider, balloon, dirigible, parachute, or other aerial apparatus is specifically prohibited on the Estate, except when human life is endangered.
46. No person is allowed to bring into or operate any boat, yacht, cruiser, canoe, raft, or other watercraft in the historic Boat Turning Basin located on the Estate.

Event Clean Up and Breakdown

47. Permittee is responsible for all event clean up. Permittees are responsible for ensuring that their contracted caterer is aware of all catering rules and clean up responsibilities. If

caterer cannot, for any reason, provide full clean up, Permittee is responsible for contracting a clean up service. When Permittee caters his or her own event, Permittee assumes the responsibility of the caterer. Caterer is responsible for clean up during and after the event. When caterer leaves The Estate, the facility should look as it did when caterer arrived. The Estate does not provide after-party clean up service. Failure to adhere to clean up rules may result in additional charges, suspension of caterer's privilege of working at The Estate, and/or a loss of the security deposit. Any labor required by The Estate personnel to clean the event site will be done so at an additional charge of \$200.00 per hour.

48. The Estate will provide trash cans and liners as needed. Drinks, ice, and water may be dumped down the drains located on the property. The Estate staff will direct Permittee and vendors if a drain location is needed. **Cooking oil must be placed in an appropriate container and removed by the catering company or vendor.** Failure to adhere to this rule will result in additional charges, suspension of privilege of working at The Estate, and/or loss of the security deposit. Any labor required by The Estate personnel to clean the event site will be done so at an additional charge of \$200.00 per hour.
49. After the event, all items must be removed from public areas and returned to the Service Area where they can be stacked under the catering tent. All items placed on The Estate property for rentals (tables, chairs, decorations, staging) must be removed the night of the event. The Estate will not be responsible for items left on the property.

Building Condition and Appearance

50. Restoration is an ongoing process at The Estate and may affect the appearance of the premises. While The Estate will endeavor to keep the premises clean during restoration work, the Estate cannot accept liability for The Estate's appearance during restoration work.
51. From approximately June 1st through November 30th each year, The Estate may have hurricane preparation items, such as hurricane shutters, in place on, around and in The Estate. It is expressly understood there will be no liability for The Estate's appearance when hurricane preparation items are visible to the permittee and their guests. There is no guarantee that The Estate will remove any hurricane preparation items between June 1st and November 30th each year.
52. From approximately the first Monday after Thanksgiving until the first week of January each year, the Estate is decorated for the holiday season which may include any combination or exclusively one of the following holidays: Christmas, Hanukkah, and/or Kwanzaa. When planning an event at the Estate during this time, please keep in mind holiday decorations will be displayed. **The Estate will not remove, relocate, or move any of these decorations.**

53. **The Estate provides a rotating exhibit program for guests. Two dimensional or three dimensional objects are displayed in the historic homes and on the Estate grounds.** When planning an event at the Estate, please keep in mind art or artifacts will be displayed. **The Estate will not remove, relocate, or move any of these objects.**
54. Permittee agrees to accept the event site in “as-is” condition. By executing this Permit, Permittee shall be deemed to have accepted the event site in acceptable order, condition, and repair.

Property Damage Repair and/or Replacement

55. **Any Estate property, which is damaged or destroyed during Permittee’s event, will be subject to repair, replacement, or recompense at the sole cost to the Permittee. Where necessary, the security deposit will fund repair, replacement, or recompense to damaged or destroyed property. Where necessary, the Estate reserves the right to collect from Permittee any charges and/or damages not covered by the security deposit. Permittee agrees to reimburse the Estate within 30 days upon proof from the Estate of damages, repairs made, and costs incurred in effectuating the repairs.**

Inclement Weather

56. The Permittee should establish a back up plan in case of inclement weather. At no time shall the Estate be responsible or liable for inclement or bad weather that may in any way affect Permittee’s events at The Estate. Upon issuance of a Tropical Storm and/or Hurricane Watch or Warning for Miami-Dade County, the Estate closes to the public and prepares for the approaching storm. **Events scheduled for evenings in which a Storm Watch or Warning is issued for Miami-Dade County will be cancelled.** The Permittee may select an alternate available date on which to hold their event at the Estate. If the Permittee chooses to fully cancel their event at the Estate due to its closing by a Storm Watch or Warning, a refund of monies paid by the Permittee will be granted upon written notification of cancellation by Permittee to the Estate. The Estate shall in no way be held responsible for any costs resulting from a closure due to inclement weather, including a Storm Warning or Watch.

Additional Terms and Conditions

57. Permittee agrees to adhere to all instructions of The Estate staff and/or Security Officers.
58. Permittee agrees to abide by all federal, state, and local laws, including Chapter 26 of the Miami-Dade County Code of Ordinances which is available online at <http://www.municode.com/resources/gateway.asp?pid=10620&sid=9>.
59. The Estate reserves the right to remove from premises any person(s) behaving in a manner considered to be potentially harmful or detrimental to The Estate and/or other event guests.

60. The Estate reserves the right to cancel this Permit at any time, with or without notice, in the event that any term, condition, or promise in this Permit has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing and The Estate will not be responsible for any consequential damages. The Estate also reserves the right to cancel this Permit in the interest of public safety or in the event of an emergency. The Estate will in no way be responsible for any consequential damages resulting from a closure decision due to an emergency or a closure decision made in the interest of public safety.

61. Permittee shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, subcontractors, or vendors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

62. Application is not accepted and date is not reserved unless this document is signed and submitted along with the attached Original Permit Application and required deposits.

I have read and understand these rules and regulations and accept the terms of the rental permit.

PERMITTEE

Print Name

Dated _____