



Nehrling Gardens
2267 Hempel Avenue
P.O. Box 884
Gotha, FL 34734
407-445-9977
www.nehrlinggardens.org

FACILITY RENTAL AGREEMENT

RESERVATIONS

House/Garden reservations are on a first come, first serve basis and are secured by completing the contract, board approval and receipt of all monies.

Henry Nehrling Society Inc., DBA Nehrling Gardens, functions shall be the only entity that will have precedence over another.

To reserve the house/gardens for an available date, the Facility Rental Contract must be completed and returned with monies due to Nehrling Gardens, 2267 Hempel Avenue, Gotha, FL 34734, or in person at Nehrling Gardens.

REGULATIONS

1. All events must be concluded by the designated time period, exceeding the event ending time will result in a \$200/hr charge
2. There is very limited parking onsite, if alternate parking arrangements are needed Nehrling Gardens must coordinate all guest parking with New Life Worship Center for date and time approval or parking must be done on the access road adjacent to New Life Worship Center and parking attendants and traffic control are the responsibility of the lessee.
3. Lessee has access to the gardens and/or facility during hours paid, this includes set-up and break-down. Property gates will be opened and closed accordingly.
4. Because the facilities are in a Residential area, sounds and music must be maintained to a reasonable limit. (i.e. **No Amplified** sound or music, acoustical music is allowed).
5. Weapons, fireworks, games of chance, or gambling or drugs are prohibited.
6. Smoking is not allowed in any facility or in the gardens.
7. Alcohol that is permitted for any event must follow local, state and federal regulations and remain in the facility/gardens.
8. Lessee is responsible to report uninvited guests and minors under 21 years of age, illegally consuming alcohol. Lessee is responsible for assisting the Orange County Sheriff's Department with this violation. Failure to do so will forfeit the deposit and risk immediate termination of the event.
9. Use of profanity and obscene language is prohibited.
10. The Lessee is responsible for all equipment needed for the event and will ensure that equipment does not overload any electrical system. The Lessee is responsible for removing equipment by the end of their event and ensuring that the Facility and Gardens are not damaged or disturbed.

11. The Lessee is responsible for any damage to the property (including damage caused by vehicles, persons and vendors associated with the event) and said costs will be deducted from the deposit. Damages over the deposit amount will be billed to the Lessee.
12. The Lessee agrees to indemnify and hold Henry Nehrling Society, Inc. harmless for all claims and liabilities, cost, expenses, and legal fees that Nehrling Gardens may incur as a result of the use of Nehrling Gardens property on the dates set forth.
13. Any Event that has more than 20 attendees must rent a Port-a-potty for use for the event. Our on-site septic can not facilitate more than 20 guests.
14. Only our approved catering and vendors may be used for events. If you have a vendor not approved please have them contact Nehrling Gardens for options to become a preferred vendor.
15. Failure to comply with any of the above will result in termination of contract.

INSURANCE

Nehrling Gardens may require liability insurance based upon the level of risk associated with the activity to take place. The Board of Directors will determine if insurance is necessary and if so, the amount and limits of required insurance.

SPECIAL REQUESTS

All special requests must be made in writing and approved by a member of the Board of Directors.

EVENT PREPARATION

1. Lessee is responsible for submitting a layout drawing one week before the event, no later than 3 business days before the event.
2. Lessee is responsible for all set up and breakdown of the tables and chairs. If any are to be supplied by Nehrling Gardens, it must be detailed in writing in the contract.
3. There is no kitchen facility and no cooking of food is allowed in the buildings due to fire codes.
4. All deliveries and pick-ups must be arranged for the date of the function only, during the rental time frame. Lessee is responsible for receiving all deliveries and arranging for all pickups.
5. No vehicles are allowed on walkways, paths or trails. Parking is allowed in designated areas only.
6. Any reports of vehicles parking or driving on unauthorized areas will initiate a \$100 charge assessed and will be deducted from the security deposit.

DECORATING

1. No decorations can be attached to or placed on any garden trees, palms or plants they must be free-standing.
2. No decorations can be affixed to any walls, doors or windows in the facility.
3. All decorations must be of free-standing style.

4. No fog, smoke, or bubble machines are allowed inside or outside on the grounds.
5. No staples. Tape, nails, or Command Strips are to be used on the walls, ceiling, doors or window.
6. No open flames of any kind (this includes tiki torches, candles and sterno cans) unless expressly approved in advance.
7. Balloons are allowed inside the facility but not on the grounds. We encourage butterfly releases.

CLEAN-UP

1. All personal equipment must be removed from the property. Care must be taken not to damage or disturb the facility and gardens. They must be left in the original condition.
2. All trash must be removed from the property at the end of your event. Lessee is responsible for picking up ALL outside trash around the grounds of the building and in the gardens.
3. All food must be removed, and all rented areas must be cleaned.
4. Restrooms must be checked for cleanliness and trash emptied.
5. All food articles and spills are to be cleaned from tables and floors. Spills on the wood floor should be cleaned immediately to avoid damage.
6. Check with the Nehrling Gardens representative/host before leaving.
7. Failure to comply with any of the above will result in a minimum charge of \$75.

IN CASE OF AN EMERGENCY – CALL 911

For NON-EMERGENCY event related situations, please call 407-375-4856 (Angela Withers – President) or 407-579-4621 (Theresa Myers – Vice-President)

FEES

Rental of House and Gardens

Hours available are 8am until 8pm

Friday – Sunday and Holidays as listed below

8-hour block	\$700
4-hour Block	\$450
Additional Hourly fee	\$100
Hourly fee (2-hour minimum)	\$125

Monday – Thursday

Hourly fee (2-hour minimum)	\$100
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Security Deposit Equal to the Rental Fee

**Facility Host will be required for all rentals for an hourly fee of \$10 name _____

**Facility Host will open and close gate and be onsite for emergency phone _____

Holidays include: Memorial Day, Independence Day, Labor Day, Martin Luther King Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day.



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Facility Rental Contract

This agreement is made this _____ day of _____, 20____, by and between Henry Nehrling Society, Inc. (hereinafter referred to as "Nehrling Gardens") and _____ (hereinafter referred to as "Lessee"). Nehrling Gardens Member: YES NO

Mailing Address: _____

Phone(s): _____ home _____ cell _____ other _____

Email: _____

FEIN # (if applicable) _____

Date Requested: _____ Hours Requested: _____

How did you hear about us? _____

PLEASE REVIEW THIS CONTRACT CAREFULLY BEFORE SIGNING. ANY DEVIATION FROM THE CONDITIONS SET FORTH HEREIN BY GUESTS, CATERER, PHOTOGRAPHER, ETC. MAY RESULT IN THE FORFEITURE OF YOUR DEPOSIT.

WITNESSETH:

In consideration of the mutual covenants herein contained, Nehrling Gardens does hereby allow the Lessee to use _____ under the following terms and conditions:

1. DESCRIPTION OF EVENT. Lessee hereby agrees that the following is an accurate description of the event: _____
 - a. Type of event: _____
 - b. Date of event: _____
 - c. Event Start and End time: from _____ to _____
 - d. Number of people expected: _____
 - e. Will food be served? Yes _____ No _____
 - f. Are there any safety/security precautions required? Yes _____ No _____
 - g. If yes, explain: _____

- h. Will alcohol be served? Yes ____ No ____
- i. If yes, what type will be served: beer _____ wine _____ liquor _____
- j. No Cash Bar allowed.
- k. Will children under 21 be in attendance? Yes _____ No _____

- 2. EVENT PERMIT. Lessee may need to submit an event permit application, in addition to completing this Use Agreement. Yes _____ No _____
- 3. SECURITY DEPOSIT. In addition to the rental and other sums herein agreed to be paid by Lessee to Nehrling Gardens, a refundable security deposit equal to the rental fee is required no less than 30 days before the event and will be refunded by check within 7 days after inspection following the event. **If Security Deposit is not paid on time, Nehrling Gardens reserves the right to cancel the event and Lessee will forfeit all rental fees previously paid.**
- 4. If the cost of the damages exceeds the deposits, the Lessee will receive a bill for the amount over the deposit. Failure to pay for damages may result in legal action being taken by Nehrling Gardens to recover the costs and any associated legal cost.
- 5. FEES FOR USE. Nehrling Gardens and Lessee hereby agree to the following fees for the outlined period of use.

Total Rental Fee: \$ _____ Payment Method: Cash _____ Check # _____

MO # _____ Date: _____

Security Deposit: \$ _____ Payment Method: Cash _____ Check # _____

MO # _____ Date: _____ (due 30 days before event)

Total Amount Due: \$ _____ **Paid in full:** ____

Note: There is a \$40 fee for any returned check. If the event is booked less than 30 days out, payment must be made in the form of cash, cashier's check or money order.

- 6. **PERIOD OF USE OF THE HOUSE AND GARDENS.**
(Date) _____ (Time) _____
And must be vacated by:
(Date) _____ (Time) _____
- 7. **INDEMNIFICATION.** Lessee agrees to indemnify fully and save and hold harmless Nehrling Gardens, its officers, employees and agents, against all damage, claims, liabilities and causes of action of every kind

and nature, to the extent they are caused by the conduct of the Lessee, its visitors, agents or employees. Nehrling Gardens shall give Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise, and defend the same to the extent of Lessee's own interest.

8. **WAIVER OF CLAIMS:** Nehrling Gardens and its agents, employees and contractors shall not be liable for, and Lessee hereby releases all claims for, damage to or loss of personal property sustained by Lessee or any person claiming through Lessee resulting from any fire, accident, occurrence, theft in or upon the Leased Premises of which they shall be a part.
9. **FACILITY USE REGULATIONS.** Lessee acknowledges receipt of the **Facility Rental Policies** currently in effect, and Lessee hereby agrees to each policy and regulation contained therein. Lessee agrees to comply with all Federal, State and local laws, rules and regulations.
10. **NO SUBLEASING.** Lessee agrees that they are the only entity renting the facility and will not sublease a portion of their full rental time to another party without the written approval of Nehrling Gardens. If subleasing occurs the Lessee shall forfeit all deposits and be subject to additional claims for damages.
11. **UNFORESEEN CIRCUMSTANCES CLAUSE.** In the event Nehrling Gardens cannot perform this agreement due to a Fire, Casualty, Acts of God, War, Terrorism or any other disasters beyond their control, Nehrling Gardens shall make every attempt to reschedule the event, or return any monies paid, less expenses, but shall have no further liability with respect to the arrangement.

Lessee, his/her heirs and personal representatives hereby assume all liabilities, risks, injuries and hazards incidental to the rental of Nehrling Gardens including transportation to or from the said activity. Lessee acknowledges the fact that this program may/or does involve physical contact or other conditions where injuries may occur.

Lessee does hereby waive, release and agree to hold harmless Nehrling Gardens, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, cost, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from negligence of Nehrling Gardens, its agents or employees and sponsors or activity supervisors, arising from lessee participation in or presence at said activity. Lessee acknowledges that Nehrling Gardens will not assume any costs relating to any injury while the lessee is involved in this activity.

This waiver, Release and Indemnification is in consideration of Nehrling Gardens or activity sponsor permitting lessee participation in the activity or event and in further coverage as a condition precedent to lessee participation in the said activity. Lessee freely and voluntarily assume all risk of loss or injury arising from lessee participation in the said activity. Lessee freely and voluntarily assume all risk of loss or injury arising from the lessee participation in the activity whether due to lessee negligence, or the negligence of others. Lessee acknowledges that, absent this Release, Waiver and Indemnification, Nehrling Gardens or other sponsor of the activity would not have offered lessee access to the activity because of unacceptable exposure to liability claims or the expense of providing a program that is risk-free.

Lessee has read and understands this document and signs it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if lessee is hurt or suffer loss during lessee participation in the activity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the uses and purposes herein contained on the day and year first above written.

LESSEE

THE HENRY NEHRLING SOCIETY, INC.

Signature Date

Board Member Date

Print Name

Print Name/Title