

Rental Use Agreement for Events at Turkey Creek Master Owners Association, Inc. (TCMOA)

11400 Turkey Creek Blvd, Alachua, FL 32615

Phone: 888.516.9186 Fax: 386.462.1142

Agreement between the Turkey Creek Master Owners Association (hereinafter called "TCMOA") and

Rental Contact Information

Contact Name:	
Address:	
City:	
State:	
Zip:	
Phone Numbers <i>(please provide the best two contact numbers)</i>	1. 2.
Email:	
Additional Contact Name: <i>(required)</i>	
Phone:	
Email:	

Description of Rental

Date of Rental:	
Organization Name: <i>(required if organization is sponsoring rental)</i>	
Is your Organization Tax Exempt?	<input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes, please provide Certificate of Exemption with Agreement)</i>
Type of event:	
Number of Expected Attendees:	

Select Rental Space

Room	Price
<input type="checkbox"/> Full Ballroom	\$350.00/hour + 6% sales tax Non-Profit Rate \$210.00/hr
<input type="checkbox"/> Section A	\$125.00/hour + 6% sales tax Non-Profit Rate \$75.00/hr
<input type="checkbox"/> Section B	\$150.00/hour + 6% sales tax Non-Profit Rate \$90.00/hr
<input type="checkbox"/> Section C	\$125.00/hour + 6% sales tax Non-Profit Rate \$75.00/hr
<input type="checkbox"/> Restaurant Area	\$50.00/hour + 6% sales tax

***Please note that all rentals require event insurance. This will be added to the total amount due at time of rental.**

Please see insurance requirements and pricing sheet attached to the back of this agreement.

Rental Times

Setup Time:	_____ AM / PM to _____ AM / PM	Total Setup Time: _____
Event Time:	_____ AM / PM to _____ AM / PM	Total Event Time: _____
Breakdown Time:	_____ AM / PM to _____ AM / PM	Total Breakdown Time: _____
Total Rental Time:	_____ <i>(add total hours of Setup, Event & Breakdown times)</i>	

For TCMOA Use Only			
Deposit Amount Collected:		Final Payment:	
Date Processed:		Date Processed:	
Processed by:		Processed by:	
Type of Payment:		Type of Payment:	
Tax Exempt?		Tax Exempt?	
			Scanned? Yes No
			CC/Debit Receipt Included? Yes No

TCMOA and Sponsor hereby agree that Sponsor shall have the right to rent space in the Turkey Creek Clubhouse as set forth above, subject to the following terms and conditions:

1. Reservations & Security Deposit:

a. No event is officially reserved and placed on the calendar until:

- i. This Rental Use Agreement is signed and returned by Sponsor to the TCMOA Events Department. A fully executed contract approved and signed by TCMOA confirms the event.
- ii. Half of the rental payment is made at time of contract signing
- iii. A \$250.00 security deposit* is submitted with completed Rental Use Agreement
- iv. *Payment via Credit/Debit card is permitted. Please complete Credit/Debit Card Authorization Form attached.*
- v. Please submit a check made payable to Turkey Creek Master Owners Association and write your event date in the memo line.
- vi. The \$250.00 security deposit is refundable in its entirety if there are no damages incurred to the space rented at the TCMOA per this Rental Use Agreement. The TCMOA Events Department has 30 days to refund the \$250.00 to the authorized credit/debit card.
- vii. If there are damages, these deposit funds will be used to reimburse TCMOA for any damages caused by Sponsor and any additional cleanup made necessary by Sponsor.

2. Cost & Payment:

- a. Upon receipt of the executed Rental Use Agreement and \$250.00 security deposit, the Sponsor agrees to pay half of the total "Use Fee", which covers, insurance, security, and management fees.
- b. The balance of the Use Fee, as outlined on page 8 is due 14 days prior to the setup of the event.

3. Cancellation:

- a. If the Sponsor provides TCMOA with written notice of cancellation more than ninety (90) days prior to the event, the security deposit and Half Use Fee paid upon execution of the Agreement shall be refunded in full. Please note: Reimbursement may take up to 30 days to refund.
- b. If the Sponsor cancels within ninety (90) days of the date of the event, the Half Use Fee shall not be refunded to Sponsor unless cancellation is due to a reason in paragraph 14 C of this agreement. The \$250.00 security deposit will be refunded in full within 30 days.

4. Smoking:

- a. Smoking is prohibited in the clubhouse and all other TCMOA properties.

5. Food and Beverages:

- a. Please indicate if alcoholic beverages will be served at the event. **YES** _____ **NO** _____
- b. Events at which alcohol will be served will require security personnel. Events with 50 guests or fewer will require one officer at a rate of \$25 per hour. Events with 51 guests or more will require two officers at a rate of \$25 per hour per officer. Officers will arrive one hour prior to event start time and depart one 30 minutes after event end time.
- c. All persons participating in TCMOA approved events in TCMOA must adhere to Florida Statute
 - i. 562.11 regarding alcoholic beverages.
 - ii. *FS 562.11 – It is unlawful for any person to sell, give, serve, or permit to be served alcoholic beverages to a person under 21 years of age or to permit a person under 21 years of age to consume such beverages on the premises.*
- d. If a caterer is used, the caterer is responsible for cleanup (refer to Appendix A .) Failure to do so could result in additional charges to Sponsor.

6. Set-up:

- a. Clubhouse is available 7 am until 11 pm, with all items removed by 12 am.
- b. Sponsor shall meet with a TCMOA Events Department representative at least two weeks prior to the event to finalize room layout and equipment needed for the event. If Sponsor fails to meet with a TCMOA Events Department representative at least two weeks prior to the event, TCMOA, at its option, may deem Sponsor as having cancelled the event.
- c. All set-up arrangements, including point of delivery of set-up equipment and personnel, arrival of caterers, flowers, etc., must be confirmed with the TCMOA Events Department no less than two weeks prior to event.

7. Clean-up:

- a. TCMOA Clubhouse shall be left in the same condition as it was prior to the event. Tables and chairs should be left in original setup. *The TCMOA building attendant is not responsible for cleanup.* The Sponsor is responsible for the following clean up before the departure time listed in this Rental Use Agreement:
 - i. Removal and proper disposal of food, beverages, and garbage from all receptacles used in room rented (this does not include restroom areas)
 - ii. Dumpster for garbage disposal is located outside of the Staff Entrance to the left in the Staff Parking lot
 - iii. The breakdown and removal of rented furniture and equipment is the responsibility of the Sponsor and must be completed promptly at the end of the event.
 - iv. Wipe down of all TCMOA equipment used, i.e. tables, chairs, counter space, etc.
 - v. Sweeping and mopping of kitchen floor and vacuuming of carpeted floors and sweeping of the dance floor.
- b. Please report any issues with cleanup or damages to building attendant.

8. Departure:

- a. If the event extends beyond the reservation time, the Sponsor will pay to TCMOA \$200 per hour for each excess hour the event extends. A partial hour will be considered as a whole hour in determining the additional sums to be paid to TCMOA. Sums will be rendered to the building attendant working the event may collect this fee before sponsor leaves the Clubhouse.

9. Event Changes:

- a. Any request for changes in time, number of people, set-up, etc., desired by Sponsor must be made in writing and forwarded to the TCMOA Events Department at least two weeks prior to the event. While TCMOA will try to accommodate Sponsor's changes, Sponsor understands that due to limitations in space and personnel, TCMOA may not be able to do so. The decision to accommodate Sponsor's changes shall be solely at TCMOA discretion. Any changes approved by TCMOA shall be notes in writing.
- b. Event rooms are assigned based on the anticipated number of guests. The TCMOA Events Department reserves the right to adjust room assignment based on Sponsor's final guarantee, and reserves the right to move the event to comparable meeting or banquet rooms other than those appearing in the Agreement.

10. Sponsor Representative:

- a. The individual named as the Sponsor's contact person on page 1 of this Agreement shall act as manager of the event, ensuring that all aspects of the event comply with TCMOA policies and guidelines. This includes, but is not limited to, the activities of the florists, performers and/or entertainers, delivery personnel, and caterers. Sponsor's contact person shall also serve as Sponsor's agent for the receipt of notices under this Agreement, at the address shown as the Sponsor's address on page 1 of this Agreement.

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- b. All notices required to be served on TCMOA shall be sent to the following address:

Turkey Creek Master Owners Association, Inc.
Attn: Special Events
1000 Turkey Creek
Alachua, FL 32615

- c. Changes to aforesaid representative and addresses may be made by written notice sent to the appropriate address.

11. Building Attendant: Sponsor agrees that the TCMOA staff will only be available for the protection of the TCMOA's interest, and will not be asked to assist in preparing or serving food or beverages. TCMOA staff does not handle items that does not belong to the Turkey Creek Master Owners Association, Inc. Therefore, they do not assist with moving chairs, tables, linens, or other items that have been brought into the facility by the caterer, Sponsor or any other outside entity.

12. Damage and Insurance:

- a. Any damages shall be reported to TCMOA Events Department as soon as said damage is discovered.
- b. TCMOA has the right to inspect and determine damages up to 24 hours after each event and to determine whether an outside vendor will be needed for repairs.
- c. If any portion of the Clubhouse, its facilities or equipment is damaged by any act, omission, default, or negligence of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to TCMOA by Sponsor, Sponsor shall pay TCMOA upon demand a sum equal to the cost of repairing the damages in excess of the security deposit and restoring TCMOA to the condition existing at the beginning of the event. In such event the Sponsor will be billed for damages above the security deposit. This amount is due upon receipt. Damage charges in excess will be charged to Sponsor's credit/debit card. If a Credit/Debit Card or other means of payment is not accessible to the TCMOA Events Department and Sponsor does not pay within 15 days of receipt of bill, the TCMOA reserves the right to seek legal means of collection. All fees and charges involved with collection, including attorney fees and court costs, will be charged to Sponsor and is due upon payment of damages.
- d. Sponsor shall indemnify and hold TCMOA harmless against any and all liability imposed or claimed, including attorney's fees and court costs, arising directly or indirectly from any act or omission of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to TCMOA by Sponsor, including but not limited to all claims relating to the injury or death of any person or damage to any property.

13. Décor:

- a. Décor (over and above the use of centerpieces and plants) must be approved in advance by the TCMOA Events Department. No candles, confetti, glitter, rice/bird seed, or similar items may be used in the Clubhouse. Banners, posters, and/or flyers may not be hung or attached to walls in any event space. No banners may be hung on the exterior of TCMOA Clubhouse without permission from the TCMOA Events Department.

14. Parking:

- a. TCMOA has a designated parking lot. Street parking is not permitted. Parking regulations apply to ALL vehicles. Catering and delivery parking is at the direction of the TCMOA Events Department.
- b. All event attendees will be required to stop at the entrance gate when staffed.

15. Miscellaneous:

- a. This Agreement includes all the terms and conditions agreed upon by the parties and no oral agreements or representation shall be valid or binding upon the parties hereto, and this Agreement may not be modified in any manner except by written agreement signed by both parties hereto.
- b. This Agreement is not binding until executed by all parties.
- c. If the event contemplated by this Agreement cannot take place due to an event beyond control of the parties, including, but not limited to, war, riot, terrorism, explosions, floods, fires, tornados, hurricanes, then neither party will be liable for any damages due to the cancellation of the event.
- d. The Agreement shall be construed in accordance with the laws of the State of Florida and any disputes hereunder shall be resolved in the courts situated in Alachua County, State of Florida.
- e. If a court of competent jurisdiction invalidates any provision of this Agreement, then all of the remaining provisions of the Agreement shall continue in full force and effect.
- f. TCMOA shall not provide copying, printing, faxing, or computer use under any circumstances.
- g. Sponsor shall ensure that Sponsor and its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to TCMOA by Sponsor shall comply with TCMOA rules, regulations, and policies applicable to TCMOA use.

The parties herein have read and agree on the above terms and conditions.

Printed Name

Signature

Date

TCMOA Representative Printed Name

TCMOA Representative Signature

Date

Appendix A

Catering Guidelines

- 1. Access Time:** Use of the premises shall be for the time specified in the Building Use Agreement signed by the Sponsor and the Turkey Creek Master Owners Association. Caterer agrees to arrive no earlier than this specified time and to vacate no later than this specified time. Caterer has one hour after event end time to strike, clean up and exit the building. Should additional time be required, the Sponsor will be charged the overtime rate, as outlined in Section 8 of the Rental Use Agreement, for security and event personnel to remain onsite.
- 2. Building Use Regulations:** Caterer acknowledges receipt of the Building Use Regulations for Turkey Creek Master Owners Association currently in effect, and hereby agrees to adhere to each and every regulation contained therein relating to catering service responsibilities.
- 3. Alcohol Consumption:** Alcohol usage must be in accordance with City and State laws and regulations. If the catering contract includes the serving of liquor, Caterer must attest, in writing, that he/she has a license to sell alcohol (because you are selling to your client at some point during the process). Refer to Section 5 of the Rental Use Agreement for additional requirements.
- 4. Smoking:** Smoking is prohibited in all parts of the building at all times, and Caterer agrees to help the Sponsor enforce this regulation. Caterer attests that candles will not be lighted in the building as this may activate the sprinkler system.
- 5. Building Attendant:** Caterer agrees that the TCMOA staff will only be available for the protection of the TCMOA's interest, and will not be asked to assist in preparing or serving food or beverages. TCMOA staff does not handle items that do not belong to the Turkey Creek Master Owners Association, Inc. Therefore, they do not assist with moving chairs, tables, linens, or other items that have been brought into the facility by the caterer, Sponsor, or other outside entity. The caterer is responsible for bringing sufficient staff to remove equipment and décor items that belong to them in the standard one hour.
- 6. Property Insurance:** Property insurance does not cover any item in the building which is not the property of TCMOA. Caterer and caterer's employees agree to be responsible for insuring the safety of all items brought into the building by the caterer. The Turkey Creek Master Owners Association, Inc. assumes no responsibility whatsoever for the loss or damage to property of the caterer.
- 7. Kitchen Facilities:** Caterer attests that the TCMOA kitchen will only be utilized to heat, cool and arrange already prepared food items; food will not be prepared in this area. Caterer will bring their own cleaning products to rinse off dishes.
- 8. General Procedures:**

 - Coolers require mats underneath. Check for leaks and condensation prior to the start of the event and address problems immediately.

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- Food and drink items should not be dumped over the railing of the balcony, in the loading dock (i.e., punch bowls with fruit, ice) or anywhere else in the proximity of the building.
- DO NOT shake linens onto the carpet.
- DO NOT drag trash bags or ice buckets across the carpet, kitchen floor, or dance floor.
- Empty all trash bins and recycling used in event spaces. Place trash in dumpster at loading dock.
- Clean out drain trap under sinks of food debris.
- Check event space and pick up large food debris from floor/wipe down any spills on tables and walls near where buffet was placed.
- Wipe down counter tops in kitchen.
- Sweep the kitchen.
- Mop entire kitchen floor. Return bucket and mop to storage room.
- Caterer is responsible for any damages incurred due to negligence by staff. Clients contracted with TCMOA will be billed for costs incurred by non-compliance with these regulations and/or negligence.
- Check out with event staff on site.

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Turkey Creek Events Payment Schedule		
Contact Name:		
Phone Numbers <i>(please provide the best two contact numbers)</i>	1. 2.	
Email:		
Description of Rental		
Date of Rental:		
Organization Name: <i>(required if organization is sponsoring rental)</i>		
Is your Organization Tax Exempt?	___ No ___ Yes <i>(If yes, please provide Certificate of Exemption with Agreement)</i>	
Type of event:		
Select Rental Space		
Please indicate total number of hours space is needed. Make sure to include set up and breakdown		
	Price	
___ Full Ballroom	\$350.00/hour + 6.5% sales tax	
___ Full Ballroom – Non-Profit	\$210.00/hr	
___ Section A	\$125.00/hour + 6.5% sales tax	
___ Section A – Non-Profit	\$75.00/hr	
___ Section B	\$150.00/hour + 6.5% sales tax	
___ Section B – Non-Profit	\$90.00/hr	
___ Section C	\$125.00/hour + 6.5% sales tax	
___ Section C – Non-Profit	\$75.00/hr	
___ Restaurant Area	\$50.00/hour + 6.5% sales tax (no tax if Non-Profit)	
Security Personnel -Required if Alcohol is served		
*Time must include 30 minutes prior to event start time and 30 minutes after event end time		
___ 50 guests or fewer	\$25/hour	
___ 51 guests or more	\$50/hour	
Additional Rental Items		
Special Event Insurance is required unless satisfactory proof of coverage is provided. Mandatory if alcohol is served.		
___ Special Event Insurance	\$175	
	Totals	
	Rental Space	
	Tax @ 6.5%	
	Security Personnel	
	Special Event Insurance	
	Total Due for Event	
Amount Due with Submission of Agreement	Security Deposit	\$250.00
	50% of Total Due for Event	
	Grand Total Due at Signing	
Amount Due 14 Days Prior to Event	Balance of Total Due for Event	