



DEERING ESTATE

FACILITY RENTAL RULES & REGULATIONS

Permittee shall at all times herein be defined as the party holding the event at Deering Estate. 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>.

THE DEERING ESTATE'S COMMITMENT TO PROTECT AND PRESERVE THIS UNIQUE LANDMARK

Thank you for choosing Deering Estate as the venue for your event. Deering Estate is an archaeological, architectural, environmental and historical preserve and is listed on the United States National Register of Historic Places. The Estate is a unique and delicate place. From its ceiling to its floors and its walls to its doors, all parts of the Estate are historic and include one-of-a-kind objects or antique finishes that are irreplaceable. The state of Florida and Miami-Dade County preserve the Estate with the intention of engaging our community in learning through the arts, history, and natural environment. In renting the facility, we ask you to join us in our stewardship in order to protect the natural resources and historic buildings. Thank you!

I understand Deering Estate's historic significance and commit to supporting the preservation of this unique landmark.

Print Name

Date

Signature

Rentals Rates

Please note that the Estate provides only the venue. All prices are subject to change. The Fee Schedule in effect at the time of reservation will be applicable for the term of the Agreement. The rental includes only the areas and times listed in the Facility Rental Permit. No additional areas or times may be added to the rental on the evening of the event. Use of additional areas or times may impact the return of the permittees security deposit and may require additional payment.

- **Historical Grounds: (Available Year Round)** Includes the use of main public access areas of the historical grounds of Deering Estate from 5:00PM – 11:30PM. This includes the Grand Lawn, Court Yard, Royal Palm Grove, Tea House and Mango Grove areas. An additional fee of \$250.00 will be applied if picnic tables need to be moved. The Historical Houses will be closed. (*Note: 25% discount off Base Rental June thru August any day of the week and Monday thru Thursday year round) **Base Rental: \$7,500.00**
 - **Historical Stone House add on:** Includes the use of the first floor of the Stone House for (2) two hours for the use of a ceremony only, cocktail reception or equivalent between 5:00PM and 11:00PM. Maximum capacity for a ceremony is 80 people (60 people when Holiday decorations are installed) and 150 people for cocktail reception. An interpretive guide will be provided for the duration of the rental to answer questions on the historical property and collections pieces. During this time guest may explore the first and second floors of the Stone House. **Base Rental: \$3,500.00**
- **Ceremony Only – Historical Stone House:** (Available June thru August any day of the week and Monday thru Friday year round) Includes the use of the first floor of the Stone House for (2.5) hours for the use of a ceremony only between 5:00PM and 11:00PM for a maximum of 80 people (60 people when Holiday decorations are installed). An interpretive guide will be provided for the duration of the rental to answer questions on the historical property and collections pieces. During this time guest may explore the first and second floors of the Stone House. **Base Rental: \$3,500.00**
- **Ceremony Only – Historical Grounds:** (Available June thru August any day of the week and Monday thru Friday year round) Includes the use of your choice of one outdoor space for (2.5) hours for the use of a ceremony only between 5:00PM and 11:00PM. Outdoor space selection includes one of the following: the Grand Lawn, Court Yard, Royal Palm Grove, Tea House or Mango Grove. An additional fee will be applied if picnic tables need to be moved. The Historical Houses will be closed. **Base Rental: \$2,500.00**

The Base Rental Fee includes the use of the areas and hours specified on the Facility Rental Permit and applies to 125 guests. Further fees apply for additional guests.

- **Additional Guests Over 125** **\$15.00/person**
- **Catering Permit Fee** **\$5.00/person**
- **Tax – A 7% Florida Sales Tax applies to ALL of the above fees**

- **Staff**

(The number of required Deering Estate Staff and Miami Dade County Police Officers is based on guest count and can be increased at the Event Staff's discretion)

Ceremony Only up to 150 guests	\$707.28
Up to 150 guests	\$1,093.52
151 to 200 guests	\$1,286.64
201 to 250 guests	\$1,479.76
251 to 350 guests	\$1,672.88
351 to 400 guests	\$1,866.00
401 to 450 guests	\$2,059.12
451 to 500 guests	\$2,252.24
501+ guests	\$2,445.36

- **Refundable Cleaning/Damage Security Deposit**

25% of the total rental fee (Base Rental Fee, Additional Guest Fee and Security Staff Fee)

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.

Reservations, Payments, and Cancellations

1. A signed Facility Rental Permit, signed Rules and Regulations and Rental Deposit equal to 50% of the Base Rental Fee, Additional Guest Fee, Staff Fee, and Applicable Sales Tax are due at the time of reservation. A portion of the rental deposit is non-refundable and will be applied toward the payment for the event. Below is the non-refundable portion by area(s) rented.
 - **Historical Grounds: \$2,800.00 plus tax**
 - **Ceremony Only – Historical Stone House: \$1,400.00 plus tax**
 - **Ceremony Only – Historical Grounds: \$600.00 plus tax**
2. Permittee must pay the outstanding balance for an event a minimum of 30 days prior to the event.
3. For rentals that are initiated 45 days prior to the event, the full rental amount is due at the time of reservation. All payments must be made in the form of cashier's check or credit card.
4. The Estate reserves the right to retain the rental deposit and cancel any events that have unpaid balances 30 days prior to the event date.
5. Cancellations must be requested in writing. Cancellations made for any reason, other than a tropical storm or hurricane watch or warning as noted in the "Inclement Weather" section, following the payment of the rental deposit, will result in Permittee's forfeiture of the non-refundable deposit. For cancellations made within 30 days of the event date, for any reason other than tropical storm or hurricane watch or warning, Permittee is financially responsible for the total amount of all fees. Refund checks will be mailed to the Permittee in approximately 6 weeks of cancellation.

6. Change of dates must be requested in writing. A fee equivalent to 10% of the base rental will be applied to requests made 30 days after the reservation was made or less than 7 months prior to the scheduled event. All requests received less than 7 months in advance will be treated as a cancellation.
7. The Permittee will be invoiced and is responsible for payment of any undercharge. Overcharges will be refunded upon written request from Permittee. Deering Estate staff will take a head count at the event and Permittee or host will sign and approve said headcount.
8. The Refundable Cleaning/Damage Security Deposit is refundable as per the terms of this agreement and will be mailed to the Permittee in approximately 6 weeks.

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 are scheduled during regular park hours and must conclude by 5:00pm.

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 historical significance and of these Rules and Regulations outlined herein and in Chapter 26 of of the Miami-Dade County Code of Ordinances**

Event Set Up

11. The Estate is a public park during daytime hours and Permittee acknowledges that visitors expect a memorable cultural experience. As such, Permittee agrees to minimize to the fullest extent possible the negative impact of event set up in respect of the Estate's daytime visitors.
12. **SETUP:** Setup may begin in outdoor spaces at 12:00 noon. Setup may begin in the first floor of the Stone House 3 hours before the scheduled event start time.
 - a. Set up is not permitted in the Historic House Verandahs with the exception of the Stone House Verandah when the Historical Stone House is part of the rental.
 - b. Food and beverage set up is not permitted inside the Historic Stone House.
 - c. Permittees are responsible for ensuring that their subcontractors and/or vendors provide sufficient extension cords, generators, 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.
13. **DELIVERIES:** 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.
 - a. All deliveries must be delivered no earlier than 12:00 noon unless previous arrangements have been made with the Special Events Coordinator at least 3 days in advance.

- b. All vehicles dropping off deliveries to the load in area must unload in a timely manner and then park outside the property on 72 avenue. Only essential catering vehicles may remain in the load in area and must park in the designated location as directed by Estate staff.
14. **TENTING:** The Special Events Coordinator must be notified if a permittee chooses to have a tent 3 days prior to the event. Should notification not be given, the tent company will not be allowed to enter the property. The tent vendor is responsible for securing all required permits. Tents must be secured by water barrels or concrete blocks. No staking is permitted. Tent must be completely set up by 10:00AM the morning of the event and removed from property immediately following the event unless other arrangements have been previously made with the Special Events Coordinator.
 15. **DANCE FLOORS:** If dancing will take place in the courtyard area permittee must rent an appropriate dance floor that will accommodate the maximum number of guests expected to be dancing at any given time during the event.
 16. **RESTROOMS:** Restroom facilities are available In the Pump House porch. For events larger than 150 people, permittee is responsible for providing additional portable restroom facilities to accommodate the number of guests attending the event. Portable restrooms must be delivered and completely set up by 10:00AM the morning of the event and removed from property immediately following the event unless other arrangements have been previously made with the Special Events Coordinator.
 17. Windows and doors must not be left open within the historic houses. No wires or cords may placed in window and doorway openings. This can cause damage to artwork and fine furnishings.
 18. All pathways, emergency exits, doors, windows, driveways, stairs, and ramps to and from the public areas must not be blocked at any time. The Estate staff has the discretion to relocate anything that is not in compliance.
 19. When setting up inside the Historical Stone House take special care to prevent damage to the building and its contents including but not limited to using ramps on stairs, using protecting barriers on the floor when necessary, and lifting items when moving to prevent damage from dragging them.

Facilities

20. The Estate provides only the venue. The Permittee shall provide all services such as event planning, catering, rental tables, chairs, etc.
21. All non-rented areas are off limits to Permittee and their guests.
22. Legal occupancy within the Stone House 150 guests. For larger events this will provide for an in and out flow of guests. Ceremony setup within the Stone House Ballroom is limited to 80 people (60 people when holiday decorations are installed). 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.
23. Permittee is encouraged to rent a tent for all events to ensure that their guests will have access to a covered area in the event of inclement weather.

Parking/Access/ADA

24. Parking in the load in area behind the Pump House is only for catering vehicles essential to the event as determined by the Estate's staff. 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.
25. Please contact the Special Events Coordinator or Contact a member of our Security Staff upon arrival for information on and assistance with access for persons with disabilities.
26. **VALET PARKING/CHARTER BUS:** 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 vehicles in designated areas and at all times in a manner so they do not block any of the Estate's entrances or exits for emergency vehicles.
27. The Deering Estate provides 57 parking spaces, which includes 4 spaces designated accessible for persons with disabilities. 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.
28. A maximum of three (3) limousines per event are allowed to escort the wedding party down the historic main drive of the Estate after 4:00pm. 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.
29. 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).

Time Restrictions

30. All guests must be off property by the events scheduled ending time, no later than 11:30PM. No time extensions will be granted the evening of the event.
31. Music must conclude by 11:00pm.
32. Beverage service must conclude at least 30 minutes prior to an event's ending time, no later than 11:00PM.

Allowable Noise Levels

33. Special events are bound by the noise standards set by Miami Dade County, Code of Ordinances, Chapter 21, Article IV, Sec. 21-28. - Noises; unnecessary and excessive prohibited and the Code of Ordinances of the Village of Palmetto Bay Chapter 30, Article II, Sec. 30-60.29.

34. Permittee is responsible for ensuring that sound levels do not exceed the maximum permissible sound limits of 60 dBA when measured by Deering Estate Staff at the property perimeters and 55 dBA in the historic houses.
35. Only minimal sound checks will be permitted and shall at no time interfere with park patrons. Unacceptable noise levels due to crowd, mechanical and amplified sound, music, sound checks, and other sources shall be determined at the sole discretion of the Special Events Coordinator or the Estate staff/security. If levels exceed the maximum permissible sound levels as specified previously, the Deering Estate Staff will notify the Permittee or their assigned representative one time. If levels are not corrected the event may be cancelled, local authorities requested to assist, and all guests may be asked to leave.

Fundraising

36. Special Events Coordinator must approve any auction, sale, games of chance, or other such fundraising ventures. A permit to conduct business on Miami-Dade County property may be required.

Alcohol

37. 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 \$1,000,000.00 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.
38. For the safety of your guests and the protection of the Estate property, Permittee is responsible for requesting that anyone serving alcoholic beverages desist from doing so to intoxicated guests.

Restrictions and Prohibited Items

39. Activity restrictions and prohibited item standards are set by Miami Dade County, Code of Ordinances, Chapter 26, Park And Recreation Department Rules and Regulations; the Secretary of the Interior's Standards for the Treatment of Historic Properties; Department of Environmental Protection, and the American Association of Museums.
40. Failure to adhere to any of these rules may result in additional charges, suspension of privilege of working at The Estate, or a loss of the security deposit.
41. 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.
42. Deering Estate staff must approve any items set up inside the historical houses including but not limited to room layouts, and set up of large objects or displays.

43. Nothing may be affixed, attached, or anchored in any way to any part of the Deering Estate lawn, buildings, furnishings, artwork or exhibits, including balustrades, urns, decorative wrought iron, railings, plants, or trees.
44. Items such as nails, hangers, staples, tape, post-it notes, rubber bands, or string are strictly prohibited and may be harmful to the architectural features, finishes, artwork, artifacts, or plants.
45. Furniture, artwork, and display items belonging to the Deering Estate may not be moved.
46. No items such as food, beverages, decorations or other objects may be placed on historical furnishings, mantels, window sills, artwork or displays.
47. Inside the Historical Stone House guests are permitted to walk with open drinks in designated areas only.
48. No additional lighting is permitted inside the Historical Houses.
49. 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.
50. Smoking is not permitted in the historical buildings.
51. No Candles are permitted inside the historical houses. Smokeless, dripless candles are permitted in OUTSIDE AREAS ONLY, and all candles used outside must be enclosed in glass. The Deering Estate's Special Events Coordinator must approve the use, type, and appropriate location for use of candles prior to event.
52. Fryers, Burners and large ovens are not permitted inside the Pump House.
53. No cooking, warming, or heating of any kind is permitted inside the historic buildings. No charcoal or wood burning is permitted in the outside areas. Only propane grills are permitted in the outside areas only.
54. Fireworks or open flames (including tiki torches and Chinese lanterns) are not permitted on any part of the Deering Estate, including the island of Chicken Key, Peoples Dock, Boat Basin, or the offshore water between the island of Chicken Key and the mainland.
55. Rice, confetti, glitter, balloons, birdseed throwing, etc. is not permitted anywhere on the Deering Estate grounds as it possess a hazard to wildlife and natural areas.
56. Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not permitted.
57. 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.
58. No dumping of any substance is allowed on the grounds, into Biscayne Bay, or surrounding areas.
59. Horse and carriage are not permitted on the Estate property.
60. The Deering Estate Service Animal Policy follows the Miami Dade County Parks, Recreation and Open Spaces Service Animal Policy and meets all of the requirements of the Americans with Disabilities Act. This includes allowing persons with disabilities to use service animals outside and inside park facilities. A "service animal" is defined as a well behaved dog or miniature horse trained to perform tasks for an individual with a disability.
61. Pets are not allowed on property.

62. No person operating, directing, or responsible for any airplane, helicopter, glider, balloon, dirigible, parachute or other aerial apparatus (including drones) will take off from or land in or on any Deering Estate land or waterway, except when human life is endangered.
63. 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

64. The Estate must be cleaned, gates closed and secured no later than 2:00AM the night of the event.
65. 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 cleaning 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 Refundable Cleaning/Damage Security Deposit.
66. 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.
67. 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 by 2:00AM unless other arrangements have been previously made with the Special Events Coordinator. A storage fee of \$250.00 will be charged if items are left behind. The Estate will not be responsible for items left on the property. Any labor required by the Estate personnel to clean the event site will be done so at an additional charge of \$250.00 per hour.

Building Conditions and Appearance

68. **RESTORATION:** To ensure the preservation of the Estate, restoration is an ongoing process 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.
69. **HURRICANE PREPARATIONS:** 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.

- 70. HOLIDAY DECORATIONS:** From approximately the weekend 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, amongst others. 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.
71. **EXHIBITS:** 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.
72. 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 Damages and Repairs

73. Any Estate property, which is broken or damaged 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.
74. The Estate reserves the right to collect from Permittee any charges and/or damages not covered by the Refundable Cleaning/Damage 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

75. **BACK UP PLAN:** 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.
76. **TROPICAL STORMS AND HURRICANES:** 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

77. Permittee agrees to adhere to all instructions of The Estate staff and/or Security Officers.
78. 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.

79. 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.
80. 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.
81. Application is not accepted and date is not reserved unless this document is signed and submitted along with the Facility Rental Permit Application and required deposits.

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

Print Name

Date

Signature