



DEERING ESTATE

EVENING FACILITY RENTAL RATES, RULES & REGULATIONS

Permittee shall at all times herein be defined as the party holding the event at Deering Estate and named on the Facility Rental Permit. 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 historic preserve and is listed on the United States National Register of Historic Places. The Estate is a unique and delicate place. 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, archaeological and environmental 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.

- **Historic Grounds: (Available Year Round):** Includes the use of main public access areas of the Historic grounds of the Estate from 5:00 p.m. – 11:30 p.m. This includes the Grand Lawn, Courtyard, Royal Palm Grove, Fig Garden and Mango Grove areas. The Historic Houses will be closed. Areas being activated must be communicated to the Special Events Office (6) months in advance to ensure access for set up during regular business hours. (*Note: 25% discount off Base Rental June through August any day of the week and Monday through Thursday year round) **Base Rental: \$9,750.00**
- **Ceremony Only – Historic Grounds:** (Available June through August any day of the week, and Monday through Thursday and select Fridays year round) Includes the use of your choice of one outdoor space for (2) hours for the use of a ceremony only between 5:00 p.m. and 11:00 p.m. Outdoor space selection includes one of the following: the Grand Lawn, Courtyard, Royal Palm Grove, Fig Garden or Mango Grove. The Historic Houses will be closed. **Base Rental: \$3,500.00**

The Base Rental Fee includes the use of the areas and hours specified on the Facility Rental Permit and applies to 150 guests. Further fees apply for additional guests.

- **Additional Guests Over 150** **\$18.00/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 is based on guest count as outlined below and can be increased at the Deering Estate Staff's discretion. If deemed necessary, the Estate will additionally retain, at sole cost to Permittee, Miami-Dade Sheriff deputies to provide security and traffic control.)

<u>Ceremony Only Rental</u> up to 150 guests	\$809.76
Up to 150 guests	\$1,287.68
151 to 200 guests	\$1,526.64
201 to 250 guests	\$1,765.60
251 to 350 guests	\$2,004.56
351 to 400 guests	\$2,243.52
401 to 450 guests	\$2,482.48
451 to 500 guests	\$2,721.44
501+ guests	\$2,960.40

- **Refundable Cleaning/Damage Security Deposit**

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

Set up and breakdown times included for the rental are defined in this document. If additional set up time is needed than what is included, additional fees may apply.

Payment can be made using credit card, check or cashier's check. Checks should be made out 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 Rental Rates, 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.
 - **Historic Grounds: \$3,900.00 plus tax**
 - **Ceremony Only – Historic Grounds: \$1,400.00 plus tax**
2. Permittee must pay the outstanding balance for an event a minimum of 30 days prior to the event.
3. The Estate reserves the right to retain the full rental deposit and cancel any events that have unpaid balances 30 days prior to the event date.
4. **CANCELLATIONS:** Cancellations must be requested in writing. Cancellations made for any reason following the payment of the rental deposit, other than 1) a closure of Deering Estate mandated by Federal, State or County government, or 2) a tropical storm or hurricane watch or warning as noted in the "Inclement Weather" section, 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 a mandated closure, tropical storm or hurricane watch or warning, Permittee is financially responsible for the total amount of all fees. Refunds will be refunded in the form of payment in which it was received. If a check must be issued, it will be mailed to the Permittee in approximately 6 – 8 weeks of cancellation.
5. **CHANGE OF DATES:** Change of dates must be requested in writing. A fee equivalent to 10% of the base rental plus tax will be applied to requests made more than 7 months prior to the scheduled event. All requests received less than 7 months in advance will be treated as a cancellation.
6. **MANDATED CLOSURES:** In the event of a closure of Deering Estate mandated by Federal, State or Local County government, events scheduled during the closure 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 a mandated closure, 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 mandated closure.

7. The Permittee is responsible for payment of any undercharge. Permittee must request a refund of any overcharges in writing within 7 days of the event date. 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 refunded in the form of payment in which it was received. If a check must be issued, it will be mailed to the Permittee in approximately 6 – 8 weeks.

Wedding Rehearsals

9. All wedding rehearsals shall be scheduled with the Deering Estate Special Events Staff.
 - a. Rehearsals may be scheduled (60) days prior to the event based on availability. The Estate regularly hosts programs and rentals. Availability the day before your wedding is not guaranteed unless separately rented.
 - b. Rehearsals are limited to 30 guests; any additional guests will be charged the regular Estate admission fee.
 - c. Rehearsals are scheduled during regular park hours between 10:00 a.m. and 5:00 p.m. All rehearsal guests must enter the Estate by 4:00 p.m. when the Estate's Main Gates closes, and the rehearsal must conclude by 5:00 p.m.
 - d. After Hour rehearsals can be reserved in advance based on availability for an additional fee.

Facilities

10. The Estate provides only the venue. The Permittee shall provide all services such as event planning, catering, rentals, additional lighting, etc.
11. All non-rented areas are off limits to Permittee and their guests. Any attempt to enter historic buildings without rental will result in forfeiture of security deposit.
12. 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.
13. A dressing, hair and make-up room is not provided. A holding room is available starting at 2 p.m. The holding room has a max capacity of 5 people.

Arrival, Parking and Valet

14. Event guests, with the exception of the wedding party (couple and attendants), may enter the Estate 30 minutes prior to event start time. If guests wish to enter before the event start time, they must do so through the Estate's main entrance and pay admission.
15. 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 the Estate's daytime visitors.

16. The Estate provides 57 parking spaces free for public use, 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 Deering Estate Special Events Staff.
17. **VALET PARKING/CHARTER BUS:** Deering Estate Special Events Staff 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.
18. One (1) chauffeured vehicle per event is allowed to escort the wedding party down the historic main drive of the Estate after 4:00 p.m. Arrangements must be made with Deering Estate Special Events Staff in advance. No other vehicles are allowed on any part of the historic main drive of the Estate.

ADA Accessibility and Service Animals

19. Please contact Deering Estate Special Events Staff in advance or contact a member of our Security Staff upon arrival for information on and assistance with access for persons with disabilities.
20. 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. Animals that provide only emotional support, comfort, or companionship are not considered service animals. Falsely claiming a pet as a service animal is a second-degree misdemeanor under § 413.08(9), Fla. Stat. (2023), and a conviction can result in a jail sentence of up to 60 days plus a \$500 fine.
21. The service animal must be under the control of its handler at all times. Under the ADA, service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks. Additionally the handler must clean up after the service animal.

Event Set Up

22. Permittee agrees to minimize to the fullest extent possible the negative impact of event set up in respect of the Estate's daytime visitors.
23. The Estate regularly hosts daytime programs and rentals. The Permittee must notify the Special Events office what areas are being activated for the rental no later than (6) months prior to the date of the event to ensure the areas are ready for set up at the times provided below. If notification is not given, the Estate may reserve areas for daytime programming and areas may not be available for set up and use until a later time.
24. **SETUP:** Setup may begin at 12:00 p.m. the day-of the event.
 - a. Set up is not permitted in the Historic House Verandahs.

- b. Permittee is responsible for ensuring that their vendors and/or subcontractors provide sufficient extension cords, cord covers, generators, etc. to cover the event's electrical needs. Failure to notify Deering Estate Special Events Staff of electrical requirements may result in inadequate power or power failure.
25. **DELIVERIES:** Permittee or Permittee's Representative must be on-site to accept deliveries and oversee set up. Deering Estate Staff will not act as Permittee Representative and will not accept or sign for deliveries. The Estate is not responsible for any items left unattended.
- a. All deliveries must be delivered no earlier than 12:00 p.m. the day of the rental unless previous arrangements have been made with Deering Estate Special Events Staff at least 3 days in advance. Additional fees may apply.
 - b. All vehicles dropping off deliveries to the load in area(s) must unload in a timely manner and then park outside the property. Only essential catering vehicles may remain in the load in area and must park in the designated location as directed by Deering Estate Staff.
 - c. 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 must be placed in such a way as to allow full, safe access to the Estate. Permittee and vendors/ subcontractors shall adhere to traffic directions given by the Deering Estate Staff. Improperly parked vehicles may be towed at owners' expense.
 - d. Motorized vehicles are only permitted on designated pathways escorted by Deering Estate Staff. No vehicles are permitted in the courtyard or on the grass.
26. **TENTING AND STRING LIGHTING:** Deering Estate Special Events Staff must be notified if a Permittee chooses to have a tent or string lighting and their location 3 days prior to the event. Should notification not be given, the tent or lighting company will not be allowed to enter the property. Tent or string lighting 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 Deering Estate Special Events Staff.
- a. The tent vendor is responsible for securing all required permits. In the Courtyard, tents must be secured by water barrels or concrete blocks, no staking is permitted.
 - b. String Lights cannot be attached to trees or buildings in any way. String lights must be strung from free standing poles secured using concrete blocks or sandbags.
27. **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.
28. **RESTROOMS:** Restroom facilities are available in the Pump House porch. For events larger than 150 people, Permittee should consider providing additional portable restroom facilities to accommodate the number of guests attending the event. Portable restrooms must be delivered and completely set up in an approved location by 10:00AM the morning of the event and removed from property immediately following the event unless other arrangements have been previously made with Deering Estate Special Events Staff. The Permittee should contact Deering Estate Special Events Staff for restroom specification requirements.

29. To protect artwork and fine furnishings, windows and doors must not be left open within the historic buildings. No wires or cords may be placed in window and doorway openings.
30. All pathways, emergency exits, doors, windows, driveways, stairs, and ramps to and from the public areas must not be blocked at any time. Deering Estate Staff has the discretion to relocate anything that is not in compliance.
31. Floorplans, lists of vendors entering property, delivery schedules, timelines, and other event documents must be submitted to Deering Estate Special Events Staff at least (7) days prior to the event.

Vendors/Subcontractors

32. Permittee is responsible for the actions of all vendors and/or subcontractors, which may include but are not limited to event planners, entertainers, florists, caterers, musicians, etc. **Permittee is responsible for ensuring that all vendors and subcontractors entering the Estate are aware of the Estate's historic, archaeological and environmental significance and have reviewed and understand these Rules and Regulations outlined herein and in Chapter 26 of the Miami-Dade County Code of Ordinances.**
33. Permittee must notify the Special Events Office of all vendors and service providers working on property at least 7 days prior to the event. All vendors entering the Estate must provide a copy of their general liability insurance policy in the amount of \$1,000,000 which names Miami-Dade County as an additional insured. Should notification not be given and appropriate liability insurance received, unverified vendors will not be granted access to the Estate.

Food and Beverage

34. **ALCOHOL:** Prior to the event, Permittee must provide Deering Estate Special Events Staff 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. An appropriate liquor license must be obtained by Permittee and displayed at event. Alcoholic beverages shall not be consumed by anyone under 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.
35. For the safety of your guests and the protection of the Estate property, Permittee is responsible for requesting that anyone serving alcoholic beverages discontinue from doing so to intoxicated guests.
36. **CATERING:** The Estate provides a catering tent next to the Pump House along with inside access to the Pump House starting at 2:00 p.m. Cooking and food preparation in any other area must be approved by Deering Estate Special Events Staff and should be included in the list of areas being activated in order to ensure availability.
 - a. Fryers, Burners and large ovens are not permitted inside the Pump House.
 - b. 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 approved outside areas only.

37. Food Trucks and Trailers must be set up in an approved location. The permittee should contact Deering Estate Special Events Staff for food truck specification requirements.

Allowable Noise Levels

38. 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.
39. 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.
40. It is recommended that bands do not exceed (5) pieces in order to maintain permissible sound limits.
41. 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 Deering Estate Special Events Staff or the Deering Estate staff/security. If levels exceed the maximum permissible sound levels as specified previously, 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. If the Village of Palmetto Bay noise control officer responds to a noise or sound violation as a result of Event, a citation will be issued to the Permittee.
42. The Estate reserves the right to shut off power to sound amplification systems at any time and is not responsible for any damage that may result from shutting off power to equipment.

Fundraising

43. Deering Estate Special Events Staff 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.

Additional Restrictions and Prohibited Items

44. Nothing may be affixed, attached, or anchored in any way to any part of the Estate lawn, buildings, furnishings, artwork or exhibits, including balustrades, urns, decorative wrought iron, railings, plants, or trees.
45. 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.
46. Furniture, artwork, and display items belonging to the Estate may not be moved.
47. No items such as food, beverages, decorations or other objects may be placed on historic furnishings, mantels, window sills, artwork or displays.
48. The use of cold sparklers, smoke machines, or fog machines are prohibited near the historic houses and natural areas. (Stone House, Richmond Cottage, Courtyard, Carriage House, Pump House and Power House).

49. The use of any special effects on the Estate must have prior written approval of Deering Estate Special Events Staff.
50. Fireworks or open flames (including tiki torches, cold-spark machines, and Chinese lanterns) are not permitted on any part of the Estate, including the island of Chicken Key, Peoples Dock, Boat Basin, or the offshore water between the island of Chicken Key and the mainland.
51. Smoking is strictly prohibited within Deering Estate's property as defined in Chapter 26 of the Miami-Dade County Code of Ordinance.
52. No Candles are permitted inside the historic buildings. Smokeless, dripless candles are permitted in OUTSIDE AREAS ONLY, and all candles used outside must be enclosed in glass. Deering Estate Special Events Staff must approve the use, type, and appropriate location for use of candles prior to event.
53. Rice, confetti (including, but not limited to: eco-confetti, biodegradable confetti, plant-confetti), glitter, balloons, bounce houses, birdseed throwing, animal releases, etc. is not permitted anywhere on the Estate grounds as it poses a hazard to wildlife and natural areas.
54. Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not permitted.
55. 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.
56. No dumping of any substance is allowed on the grounds, into Biscayne Bay, or surrounding areas.
57. No person operating, directing, or responsible for any airplane, helicopter, glider, balloon, dirigible, parachute, drone, or other aerial apparatus will take off from, land, or be over or on any Deering Estate land or waterway, except when human life is endangered.
58. 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.
59. Weapons of any kind are strictly prohibited.
60. Armed Security shall not be used at any time during an event. Deering Estate Special Events Staff, must approve use of private security (unarmed).

Time Restrictions

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

Event Clean Up and Breakdown

64. The Estate must be cleaned, gates closed and secured no later than 2:00 a.m. the night of the event.
65. Permittee is responsible for all event clean up. Permittees are responsible for ensuring that their contracted vendors are aware of all rules and clean up responsibilities. If vendors cannot, for any reason, provide full clean up, Permittee is responsible for contracting a cleaning service. Permittee and vendors are responsible

for clean up during and after the event. When vendors leave the Estate, the facility should look as it did when vendors arrived. The Estate does not provide after-event 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 Permittee's Refundable Cleaning/Damage Security Deposit.

66. The Estate will provide trash cans and liners as 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. All items placed on the Estate property for rentals (tables, chairs, decorations, staging) must be removed the night of the event by 2:00 a.m. unless other arrangements have been previously made with Deering Estate Special Events Staff. The Estate will not be responsible for items left on the property. A storage fee of \$250.00 per day will be charged if items are left behind. In the event items left behind impact the use of the property, the cost of the impact will be charged against the security deposit and additional charges may be assessed against Permittee.
68. 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.

Inclement Weather

69. **BACK UP PLAN:** The Permittee is responsible for establishing a backup 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.
70. **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.

Building Conditions and Appearance

71. **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.
72. **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. The Estate cannot accept 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.

- 73. **HOLIDAY DECORATIONS:** From approximately November 1st through the second 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.
- 74. **EXHIBITS:** The Estate provides a rotating exhibit program for guests year round. 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.
- 75. 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

- 76. Any and all costs for damages to property, buildings, furnishings, artwork, display items, or landscape will be charged against the security deposit and additional charges may be assessed against Permittee.
- 77. 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.

Additional Terms and Conditions

- 78. 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. Failure to adhere to any of these rules by you, your guests, your vendors and/or subcontractors may result in additional charges, a loss of the security deposit, or event cancelation
- 79. Permittee, Permittee Representatives, and all subcontractors and vendors agree to adhere to all instructions of Deering Estate Staff and/or Security Officers.
- 80. 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, Deering Estate Staff, Estate visitors and/or other event guests.
- 81. 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.

- 82. 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.
- 83. 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