

Grand Palace Ballroom Hall Rental Agreement & Contract

Client Service Agreement

Entered into on 02/21/24.

The event is on 02/21/24 at GRAND PALACE BALLROOM.

Parties:

Known as "GRAND PALACE BALLROOM

8062 W MCNAB RD

9547097945

And

Known as CITY OF NORTH MIAMI

Attn: Housing & Social Services
776 NE 125 Street
North Miami, FL 33161
3058936511

All of the above people or businesses entering this Agreement will be called the "Parties."

Purpose of the Agreement

Client wishes to hire Provider to provide services relating to Client's ANNUAL LUCHEON as detailed in this Agreement. The provider has agreed to provide such services according to the terms of this Agreement.

Terms

Services

Provider shall provide Client with the following services and/or products: Type of event. Senior Annual Luncheon attendees 200 **Additional Services: Location drapping**

Location and Delivery of Services

Location. Provider shall deliver Services to Client at the following location(s):

Joe Celestin Center

1525 NW 135TH ST. MIAMI, FL, 33167

Delivery of Services. The provider will provide all Services by 02/21/24 unless otherwise specified in this Agreement. When the provided Services are tied to the number of guests that Client expects to attend Client's wedding or another event, Client agrees to notify Provider with an accurate guest count.

Cost, Fees, and Payment

Cost. The total cost ("Total Cost") for all Services is \$10,200 due in full by ASAP. The client shall pay the Total Cost to the provider as follows:

Please read the material below to ensure all parties understand the requirements of providing everyone with a safe and well-kept environment for future use at the Grand Palace Ballroom.

Client agrees to hire Grand Palace Ballroom and agrees to make available the use of the banquet hall located at 8062 W McNab Rd, North Lauderdale fl, 33068, with the following terms and conditions.

Deposits: A non-refundable deposit is required upon acceptance of the initial space reservation. This deposit will be credited to your account for the event. The minimum deposit is \$ 2,000.00 for weddings and \$1,500.00 for any other event. **Initials**

Menu: The food and beverage menu must be finalized with management a minimum of 14 days before the event date. No outside food or beverage may be brought to the hall without prior written approval from management, and the client must sign a food waiver before the event date. If outside food is brought, The Grand Palace Ballroom accepts no liabilities or responsibilities for any food issues that may arise from outside catering services. **Initials**

Hold Harmless: Grand Palace Ballroom accepts no liability and will not be held liable for any and all food & beverage items brought into the facility with prior written approval. All food & beverage items brought onto the premises with the prior approval of management must be listed in detail at least 72 hours before the event date. No food or beverage shall be prepared, handled, reheated, or served by any employee or staff of Grand Palace Ballroom unless the client Buys a package with the facility. If a client requires using any utensils to serve food or beverages or using staff as servers, it shall be at the sole discretion of management to hire staff and rent utensils. **Initials**

Guarantees: All functions must have a guaranteed number of attendees. The final guarantee is due 14 days before the event date. This guarantee will be used to determine what a client is charged for the event. Suppose the number of guests exceeds the guaranteed number of attendees scheduled and paid for. The Clients must arrive 30 minutes before the event to testify that the number of chairs and utensils correspond with the amount paid for attendees. If more guests are present at the event, the Grand Palace Ballroom manager on-site will notify the client, and the client will sign a document approving the Grand Palace manager to charge the extra guest the corresponding amount, including the service fee and sales tax. this payment can be made by debit card, Zelle, or credit card or it can be deducted from the security deposit, If payment is by credit card, the client must provide ID at the moment of acknowledgment, the client agrees and understands that payment must be collected onsite. **Initials**

Payment: Any remaining balance must be paid 10 days before the event date with a guaranteed number of attendees or as may have been previously arranged with management. All balances must be paid before the event date, with no exceptions. **Initials**

Cancellation: In the event of Cancellation of this agreement, the following terms shall apply: If the cancellation occurs more than 30 days before the scheduled event date, the client shall receive a full refund of any deposits or payments made, minus the non-refundable initial deposit. Cancellation made

between 15 and 30 days before the event date will result in a forfeiture of 50% of the total rental fee. Cancellations made less than 15 days before the event date will result in the forfeiture of the entire amount. The client is not relieved of any payment obligations for canceled Services, rescheduled Services, failing to show up for the event, or should it become impossible for the Provider to provide the services due to the fault of the Client (or parties related to the Client) unless the Parties otherwise agree in writing. For instance, if the Provider can secure another, unrelated client, then the Provider may choose, at its sole discretion, to excuse all (or a portion of) the Client's outstanding balance of the Total Cost. If Grand Palace Ballroom has to cancel any booked event due to any unforeseen event or weather condition, we will reschedule the event later or credit half of the deposits made to the Venue.

Initials

Insurance: All clients require Special Event Liability Insurance, which is due no later than three (3) days before your event. The insurance must, at the client's sole expense, provide and maintain public liability and personal property damage insurance, ensuring Grand Palace Ballroom and Grand Palace Ballroom employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury, and other loss arising out of clients use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of no less than \$1 Million and a general aggregate liability of not less than \$2 Million. Grand Palace Ballroom shall be named as an additional insured of said policy. Any caterers and/or outside vendors, companies, and/or institutions **MUST** provide a copy of their Certificate and Catering License to the Grand Palace Ballroom at least one month before the event. You can find the best rates at Eventsured.com or EventHelper.com.

Proof of insurance must be given at least three days before the event.

Initials

Damages: The Client agrees to be responsible for any and all liability and damages occurring on the premises, any part of the Banquet Hall, or surrounding property and caused directly by the Client or the Client's guests. A refundable security deposit of \$1,500.00 will be required and will be at the sole discretion of management if given back 3-5 business days before the event. Inspection of premises by clients is required 24 hours before the event date to verify there are no damages in the public areas used by guests. This security deposit can be used in case more attendees than agreed upon in the contract are present, or can also cover any additional hours if needed during event

Initials.

Security: The client acknowledges that any event with 200 or more guests requires hiring security personnel during the event hours. The client is responsible for payment of the security personnel at the current prevailing rate as established by the security company. The number of security personnel depends on the number of guests at the event, which is determined by the security company. Proof of security contract has to be provided by the client in advance to the Grand Palace Ballroom Manager, this can be given in person or by email at eventsbygrandpalace@gmail.com

Initials

Loss of property / Personal Injury: The Grand Palace Ballroom is not responsible for any personal injury, damage, or loss of personal property/articles left behind before, during, or after any event. The client and on behalf of all participants of the event do hereby waive, release, discharge, and hold harmless any claims against The Grand Palace Ballroom, its staff, managers, officers, and the board of directors. The client understands that The Grand Palace Ballroom will not be responsible for any personal injuries to guests during their event.

Initials

Promotions and Copyright: It is important to us that you have a fantastic and successful event. Should the Grand Palace Ballroom be engaged in promoting or co-production your event, we must see and approve all marketing messages and communications 30 days before the event. We are happy to provide professionally created images and logos of the Grand Palace Ballroom for promotional needs. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes. The client understands that pictures or videos taken by our staff are for our social media or website. If the Client wishes otherwise, it must be clarified during the contract agreement.

Initial

Catering, Cleaning, Trash, and Equipment Removal: The Grand Palace Ballroom will be cleaned before your event. Upon additional planning with Grand Palace Ballroom, you must incorporate your set-up and clean-up time into the rental agreement. You must return the space to the same clean condition in which it was found unless payment for the clean-up fee was made in advance or a package was acquired. Otherwise, all trash must be collected, properly bagged, and removed by the renter or the caterer, and

the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by The Grand Palace Ballroom. If rental, the client must provide garbage bags, cleaning supplies, ice, igloos, and any utensils needed for their rental.

Initials

Site Decoration: The Grand Palace Ballroom wants to make every event here a special and welcoming experience. Therefore, every effort will be made to allow renters to prepare decorations reflecting their creative requirements. We ask that only The Grand Palace Ballroom staff assist with rearranging and moving any furnishings, including artwork, lighting, antiques, or seating. No nails, screws, staples, or penetrating items should be used on our wall. Any tape or gummed backing materials must be properly removed, and in an extreme case of any wall damage, it will be deducted from the security deposit. The Grand Palace Ballroom requires a rental security deposit of \$800.00 Due with the rental agreement.

Initials

City, County, State, and Federal Laws: The renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug-free and non-smoking facility at all times, with NO EXCEPTIONS. Clients shall not sell alcohol on the premises at any time. Clients may not serve alcohol to minors on the premises at any time. For everyone's safety, the client agrees to ensure alcoholic beverages are consumed responsibly. The Grand Palace Ballroom reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of The Grand Palace Ballroom or the safety of its staff, guests, or building contents.

Initials

Liability: Renter agrees to indemnify, defend, and hold The Grand Palace Ballroom, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by the client, its employees, and agents of alcoholic beverages at The Grand Palace Ballroom.

Initials

Conduct: No drug use or smoking of any kind is tolerated on premises or within 25 feet of the building, including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall always use the premises in a considerate manner. Conduct deemed disorderly at the sole discretion of The Grand Palace Ballroom staff shall be grounds for immediate expulsion from the premises and conclusion.

Initials

Attorney fees: In the event The Grand Palace Ballroom retains the services of an attorney to represent its interests regarding the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action contained in this paragraph or elsewhere in this License Agreement . Nothing is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City's does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs, or pre-judgment interest.

Initials

Facility Usage: Banquet facilities may not be reserved more than one (1) year in advance. Ticketed entry, cover charges, entry fees, and similar outlays shall be prohibited while renting the banquet facilities. Commercial solicitation and transactions are prohibited. The Grand Palace Ballroom must approve requests for periodic, regularly recurring use of facilities.

initials

Hours: Facilities may be rented Monday through Thursday from 8:00 a.m. to 2:00 a.m. Friday & Saturday from 8:00 a.m. to 2:00 a.m., and Sunday from midnight. No facility may be used past 2:00 a.m. without prior approval from The Grand Palace Ballroom. Please allow ample time for setup before the event and clean up after the event. In no case shall an event serving alcohol extend past 1:45 a.m. Half-day rentals are 6 hours maximum, and full-day rentals are 8 hours. We will provide you ample time to set up and break down the room. Rentals do not include setup or rehearsal time the day before the event unless approved by the Grand Palace Ballroom. Prior-day rentals are subject to the fee schedule in the Rental Agreement, subject to availability. All vendor drop-offs, setup, breakdown, and cleanup must occur within the specified rental time.

Initials

ATTEST:

City of North Miami, a Florida municipal corporation

Grand Palace Ballroom, LLC

* Signature required

eventsbygrandpalace@gmail.com

The Golden, Silver Senior 5th Annual
Luncheon

* Signature
required

hssinvoices@northmiamifl.gov

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ATTEST:

City of North Miami, a Florida municipal
corporation

By:

Alberte Bazile
Housing & Social Services Director

Date

By:

Vanessa Joseph, Esq.
City Clerk

Date

By:

Rasha Cameau, MBA, FRA-RP
City Manager

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Jeff P. H. Cazeau, Esq.
City Attorney

Date