



Rules and Regulations Agreement

2400 Civic Center Place • Miramar, Florida 33025 • 954.602.4500 • www.miramarculturalcenter.org

RULES AND REGULATIONS

The Miramar Cultural Center's Rules and Regulations contain most event-related requirements at our facility. This document is part of, and incorporated into the Facility Rental Application. Please keep this document as reference to your event.

1. Smoking is strictly prohibited inside the facility.
2. Painting of any kind is strictly prohibited. Renters may not glue, tack, staple, drill, nail or in any way affix anything to any interior or exterior surface in the Miramar Cultural Center. Tape is not permitted with the exception of being used to secure electrical cords to the floor.
3. Glitter, confetti, chewing gum, un-popped popcorn, uncooked rice, silly string, streamers and adhesive-backed (stick-on) decals are STRICTLY PROHIBITED and may not be distributed or used for any purpose at the facility.
4. It is the renter's responsibility to have all proper licenses and permits required by the State of Florida for their specific event, should any be required. All required licenses and permits must be submitted to the Food & Beverage Department within a minimum of 30 days prior to event.
5. Renters are responsible for ensuring that all decorations meet or exceed fire code.
6. Open flames are allowed on guest tables (votive candles) as long as the open flame is encased in glass.
7. No equipment, tables, signs, displays, or other items can block or obstruct any emergency alarms, emergency exits, sprinkler valves, or sending stations.
8. The City of Miramar will NOT accept deliveries on behalf of the renter, including flowers, foods, and other materials. The City of Miramar is not responsible for any loss or spoilage. The renter or their event staff will be responsible for receiving all deliveries pertaining to their event.
9. Eating and drinking are permitted only in designated rooms or areas.
10. Liquids of any kind are not allowed in any storage closets.
11. Unruly behavior such as shouting, profanity and horseplay is prohibited. If such behavior is displayed, guests/violators will be escorted off the premises.
12. Authorized permission/or facility rental application is required to occupy any banquet space.
13. Unless participating in a supervised activity, children seven (7) years of age or younger must be accompanied by a person 16 years of age or older at all times while in the facility. Renter and/or parents are responsible for the behavior of children in their group.
14. Portable cooking equipment not flue-connected is permitted if equipment is fueled by small heat sources that can be readily extinguished by water, such as alcohol-burning and solid alcohol equipment. Proper precautions must be made to prevent ignition of combustible materials. A fire extinguisher is required.
15. No oils, combustibles, or any liquids other than water may be poured in drainage or sewer systems. No tools, machines, cookware, dishes, utensils or other items may be emptied, washed, or rinsed in rest rooms, water fountains or hand sinks.
16. Helium-filled balloons are allowed only as part of a display, and must be securely fastened. Balloons may not be given out and must be used for décor only. Compressed gas cylinders used to inflate balloons must be properly secured to prevent toppling.



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17. All live animals are prohibited, with the exception of guide and service animals.
18. The City of Miramar is not responsible for lost or stolen items. Renters and their guest should not leave valuables or personal items (laptops, purses, cameras, briefcases, etc.) unattended in any area.
19. The renter shall comply with all laws whether federal, state or local, including all ordinances of the City of Miramar, and all its rules, regulations and requirements and those of the Police and Fire Departments. Any individual or group using the facility agrees to abide by and conform to all rules and regulations that may be adopted from time to time, including any and all alterations that might be imposed on the operational hours and use policies.
20. Any individual or entity intending to sell tickets, concessions, merchandise, or services before, during or after their event must notify City of Miramar staff at the time of booking. Any licenses or permits required will be the responsibility of the renter to obtain and present at least 30 days prior to the event. ANY and ALL TICKET SALES will be conducted through the Miramar Cultural Center's Box Office and additional fees will apply.
21. All decorations will be removed at the conclusion of the event within the event time allotted in the rental agreement.
22. In the event that the rented space is not vacated by the renter at the end of the period set forth in the facility rental application, the renter will be required to pay an additional fee for the additional use of space, staffing and related costs to be determined at the City of Miramar. This fee must be settled prior to vacating the space.
23. The City of Miramar has the sole right to collect and have custody of articles left in the building by persons attending any event given or held in the building.
24. Furniture and equipment owned by the City of Miramar normally used in public areas may not be removed or repositioned without permission from the facility staff. Under no circumstances will the City's furniture be placed outside.
25. Unless otherwise specified on the facility rental application, the renter will not be permitted access to the building other than at the designated event time.
26. Under no circumstances are weapons of any kind are permitted in the building.
27. Food and beverage purchased through the Miramar Cultural Center may not be removed from the premises and must be dispensed only by the Cultural Center Staff.
28. All prices quoted are subject to a 15% service charge and 7% sales tax. Service charge is taxable in the State of Florida. A firm guarantee of attendance is required for all private meal functions 10 days prior to the function. In the event that a guarantee is not given, Management will automatically use the last written estimate for your guarantee. If attendance falls below the guarantee in either case, the host is responsible for the number guaranteed.

INSURANCE REQUIREMENT: The City of Miramar requires that renters obtain a \$2 million dollar liability policy (\$1 million aggregate per occurrence) listing City of Miramar as certificate holder and additional insured. A copy of the certificate must be on file 15 days prior to the event. You may elect to purchase your own insurance or use the City's vendor TULIP Insurance. The insurance website is <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx> and our code is 0049-008. If you elect to purchase insurance through the city, the city will purchase insurance for a flat fee of \$400.00 on your behalf and this will be assessed along with your balance, required 15 days prior to your event.

BEVERAGE SERVICE REQUIREMENTS: All alcoholic and non-alcoholic beverages must be purchased through and served by the City of Miramar's service staff. All persons must be 21 years of age with valid identification to be served alcoholic beverages. Persons who become visibly intoxicated will not be served. At no time can anyone under the age of 21 consume an alcoholic beverage in the facility or on the grounds. Any minors observed drinking alcohol will result in the termination of the event. Any fees and or deposits will be forfeited. All laws under the "State of Florida" will be upheld and enforced, pertaining to the sale or consumption of alcoholic beverages. The Management of Miramar Cultural Center reserves the right to refuse service and or close bars at its own discretion. Alcohol service will cease one hour before the end of the scheduled event. Beverages are prohibited from being brought into the facility.

ADVERTISING: Advertising/announcements and invitations shall not be made public prior to Facility Rental Application approval. Advertising or announcements, including all marketing materials, and collateral. Passes and tickets must be pre-approved. Ticketed events are required to use the Miramar Cultural Center Box Office. The City of Miramar can use, reproduce and take photos/videos of all events held at the Miramar Cultural Center for promotional purposes.

RENTER IS RESPONSIBLE FOR ROOM CLEAN-UP: Facility rental applications are issued for specific areas and for specific hours. It shall be the responsibility of the renter to end the event with proper time to allow for clean-up. Renter is responsible for removing all equipment and/or decor from the premise at the end of the event, unless otherwise arranged with the Cultural Center Staff.



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RENTER RESPONSIBLE FOR OCCUPYING AND VACATING PREMISES ACCORDING TO THE TIME SPECIFIED: The hours shown on the Facility rental application will cover the entire time required for the renter to set-up, conduct the activity and clean-up. The facility must be vacated promptly at the conclusion of the time specified on the facility rental application. Occupancy prior to or beyond the time shown on the facility rental application will result in overtime rental and overtime personnel charges to the renter.

WARRANTIES: The renter further agrees to indemnify, defend and hold harmless the City of Miramar, its officers, agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty. Renter warrants that the event will be suitable for the venue.

INDEMNITY: The renter shall indemnify, defend and hold harmless the City of Miramar, and its officers, representatives and agents, from and against any and all legal claims, demands, or judgments arising out of, or in connection with any act or omission of the renter and / or its officers, representatives and agents.

FORCE MAJEURE: The City of Miramar is not responsible for any event that is prevented, rendered impossible or infeasible by an act or regulation and any public authority or bureau, civil turmoil, strike, epidemic, interruption or delay of transportation services, war conditions, act of God, emergencies, or other cause beyond the control of the city. The city will not make any refunds for, or reschedule, any events canceled as a result of a force majeure.

ASSIGNMENT: The renter may not assign/sublease the facility or any rights under the Facility Rental Application.

PAYMENT: The City of Miramar accepts cash, business/personal checks/ money orders, and major credit cards (Visa, Discover, American Express and Master Card). Please make checks and money orders payable to the City of Miramar. However, personal checks will not be accepted 30 days prior to event, all payments submitted must be made in cash, cashier's check or money order. A 2% processing fee will be assessed on all credit card transactions. The completeness and validity of the contract will not be recognized until all fees are submitted.

PANDEMIC/EPIDEMIC WAIVER. Should an extremely contagious pandemic or epidemic (such as, by way of example, and not limitation, COVID-19), make attending events create the risk of attendees contracting the disease, the Renter hereby, on behalf of itself, its employees and agents, voluntarily assumes the risk of being exposed to or infected by the disease and assumes all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that the renter, or its employees and agents, may experience or incur in connection with their participation in any event or program at the City of Miramar ("Claims"). The renter hereby releases, covenants not to sue, discharges and holds harmless the City of Miramar, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. The renter understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of the City of Miramar, its employees, agents, and representatives, whether an infection occurs before, during, or after participation in any event or program at the City of Miramar.

The renter shall cause its employees, agents and guests who come to the City of Miramar to abide by all health and safety policies imposed by the City of Miramar and to execute individual waivers of liability holding the City of Miramar harmless as herein set forth..



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CANCELLATION: Cancellations must be received in writing. If the cancellation was received more than 180 days before the event date, the renter will receive a refund of the deposit amount. Any cancellation that occurs less than 180 (179 days or less) days before the scheduled event, will not receive a refund. However, the renter is able to apply all funds towards another event that is equal to or greater to the existing event which is to be booked and actualized within twelve months of the cancellation date. If an alternate date is not booked by renter, all funds are non-refundable. Renters will only be allowed to reschedule their event once within the calendar year.

RENTAL PERIOD: The rental period for your event is specified on your facility rental application. The rental period entails a total of 8 hours. Set-up and clean-up time are included in the 8 hour rental period, however additional hours may be purchased at an additional fee. Decoration and set-up time is the time the facility is used prior to the start of a function. During this time the renter may decorate and/or prepare for the function. Times will be stated in the facility rental application. Clean-up time begins once the event ends. All programs and/or performances end, and clean up starts. At the end of the clean-up time all attendees are required to leave the facility. Specific time will be in the facility rental application.

EQUIPMENT INVENTORY/RENTAL: The Miramar Cultural Center is equipped with an inventory of tables and chairs to meet most requirements. Additionally, the Miramar Cultural Center also has an inventory of special items (projection system, podium, etc.) available for rent. 72" Round Tables, chairs and dance floor are included with your room rental; other items are available for rent. For additional information on rates and availability, please consult at time of booking. The Food and Beverage Services Manager shall decide upon all policies, rules and regulations not expressly provided herein.

BEVERAGE POLICY:

All beverages are prohibited from being brought into the facility. The renter, their vendors and their guest are not allowed to bring beverages. All beverages (alcoholic and non-alcoholic) must be purchased through the City of Miramar.

UNDERAGE DRINKING: At no time can anyone under the age of 21 consume an alcoholic beverage in the facility or on the grounds. If a minor is observed drinking, the event will end immediately. Any fees and or deposits will be forfeited.

COMPLIANCE REQUIRED: Persons under 21 years of age shall not be served alcoholic beverages nor be permitted to consume alcoholic beverages in accordance with state laws and the regulations of the Florida Division of Alcoholic Beverages. Violators are subject to criminal prosecution, and reported violators will be denied approval for future rental requests at any facility owned by the City of Miramar.

If The Miramar Cultural Center's Rules and Regulation are not adhered in its entirety to by the renter, their vendors and their guests, The City of Miramar reserves the right to close down/remove the event/vendor.

Renter's Signature: _____ Date: _____