

PALM ROOM AGREEMENT

“THE RENTING PARTY”

CONTACT PERSON:

EMAIL: _____

PHONE: _____

ADDRESS: _____

TYPE OF EVENT: _____

GUESTS: _____

DATE OF EVENT: _____

TIME OF EVENT: _____

PALM ROOM ACCESS TIME FRAME:

BEACH WEDDING

TIME: _____

WEDDING PLANNER: _____

LIABILTY INSURANCE POLICY #: _____

(TO BE OBTAINED AND A COPY EMAILED WITHIN 14 DAYS PRIOR TO EVENT)

NON REFUNDABLE FEE \$300: **DEPOSIT PAID DATE:** _____

TOTAL FEE TO USE PALM ROOM: \$500

Discount in \$50 increments for rooms rented:

6-9: \$450 total

10-14: \$400 total

15-19: \$350 total

20+: \$300 total

*****Note: Age Requirement to rent a Condo: 25*****

Terms and Provisions, The Islander Palm Room Agreement

1. Indemnification: The Renting Party shall be solely liable and responsible for all costs, expenses, damages, liabilities, claims or suits incurred or resulting from its use of the property rented pursuant to this agreement, and the Renting Party covenants and agrees to fully indemnify and save and hold harmless The Islander and their respective owners and employees from and against any and all claims, liabilities or causes of action of any kind or nature brought by any person or party, any and all claims, liabilities or causes of action of any kind or nature brought by any person or party, arising out of the use or conduct of the Renting Party or any of its agents, employees, guests, visitors, vendors or subcontractors pursuant to this agreement.
2. Waiver of Claims: The Renting Party agrees that The Islander and their respective owners and employees, shall not be liable or responsible for, and the Renting Party hereby releases them from, any and all claims for damages or loss sustained by the Renting Party or any of its agents, guests, visitors, vendors or subcontractors resulting from any fire, accidents, act of God, occurrence or situation on the rented premises/facility or any other part of the Islander property or buildings.
3. Insurance: The Renting Party is required to submit proof of liability insurance, naming The Islander as additional insured, for the date and hours of the event covered by this agreement. Should additional event insurance be required, a certificate of liability insurance, in the form and substance satisfactory to The Islander shall be provided at least 14 days prior to the contracted event.
4. Security Deposit: A NON-REFUNDABLE Security Deposit of \$500 or in full payment is required for contracting an event. This deposit is due to book the Palm Room. No date shall be confirmed until the Palm Room Agreement and deposit have been received by The Islander.
 - 4.1 All deposits secure the date of your event. Bookings or Reservations are confirmed only after receipt of your deposit. All events must be paid in full at time of check-in.
5. Force Majeure: If the performance by either party of any obligation under this agreement (other than payment obligation) is delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, terrorist attacks, war, civil disturbances, accidents, damage to its facilities, labor disputes, acts of any governmental body, or failure or delay of third parties), it will be relieved of performance of such obligation to the extent such performance is so limited or prevented, without liability of any kind. Nothing contained in this agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities, which it considers unreasonable.
 - 5.1 Any special circumstances relating to cancellations or refunds will be at the sole discretion of The Islander.
 - 5.2 No refunds are allowed for inclement weather.

- 5.3 Alcohol use on the premises must be disclosed prior to the event. For any event that is private or commercial in nature, The Islander reserves the right to require additional security deposits and/or **liability insurance** to be provided by the lessee listing The Islander as additional insured for the event. They may also require a company who is licensed, bonded, and insured to serve the alcohol such as a caterer or bartending company based on the event and its nature.
- 5.3.1 Events vary in purpose. Refundable "Impact Deposits" or extra fees may be required or charged based on the event type and the number of people in attendance. When all cleanup and removal of decorations is complete, deposits will be returned. In the event the site is not left as it was found, The Islander reserves the right to retain any or all Impact Deposits or extra fees. The Islander is not responsible for set up or cleaning after any event. It is the lessee's responsibility to request any damage deposit refunds.
- 5.4 Clients will be billed \$75.00 per hour for requests to enter the Palm Room early before the pre-arranged entry time of your event unless otherwise noted. Clients also agree to pay the same rate for late departure.
- 5.5 Unless prearranged and approved, **all events in The Palm Room are to end by 10pm**. All clean-up is to be done by midnight, during quiet time hours. Nothing is to be left overnight, unless previously agreed upon with the Islander.

Palm Room Agreement

Date of Event: _____

Total Palm Room Fee: _____

Non-Refundable Deposit: _____

Balance Due: _____

***Failure of the Renting Party/Client to meet these obligations within the terms of the Palm Room Agreement will result in cancellation of the contract.

Additional Information or special comments below:

Signed and agreed upon this date:

Renting party:

Print name here:

Date signed:

The Islander

Signed:

Date signed:

What is included when you rent the Islander Palm Room?

1. Exclusive use of the Islander Palm Room during the hours of 10am-10pm, with an added two hours of cleanup 10pm-12am, during quiet time hours, on the day of your event. Music must be turned off at 10pm.
2. Use of second floor restroom facility adjacent to the Palm Room.
3. Parking for guests in the Islander Condominium parking lot, during the hours of your event. In regards to vendor vehicles, please be courteous of our guests sharing the parking lot.
4. Use of the Palm Room kitchen with microwave, refrigerator, oven, and icemaker. Please ensure you leave these in the shape you found them.
5. Use of square & rectangle tables and chairs (located in the Palm Room closet) for roughly 85 people.
6. Use of white table cloths for tables and white chair covers for the aforementioned items. Please remove these when your event is over and leave them in a pile by the kitchen counter to be collected by staff in the morning.

What is NOT included?

1. The Islander is not responsible for set-up or breakdown of any tables, chairs, linens unless otherwise previously noted and agreed upon.
2. In regards to the Islander Palm Room kitchen: Kitchen is to be used as a prep kitchen for food and drinks and is not a full service on-site kitchen. All food must arrive fully cooked and ready to serve.
3. The Islander is not responsible for coordination of the ceremony itself, the rehearsal, or the reception. If this is a need, we can refer you to a suggested local coordinator, as listed on the Palm Room website.
4. The Islander is not responsible for any decorations, florals, or any fabrics aside from the white table linens and white chair covers.
5. Unless otherwise noted in writing, no furniture is to be removed from the Palm Room.
6. Payment is for use of designated areas only.
7. Decorations may not be glued, stapled, or affixed to any Islander property in any way that would cause damage or discoloration.
8. Vendors may not EVER drive on any grass area, including drop off or pick up of anything. Vendors must bag all of their trash and dispose of it in our dumpster on the West side of the parking lot. All cardboard boxes must be broken down.
9. The Palm Room, as well as the bathroom and all condos at the Islander, is **non-smoking**. There are designated smoking areas on the West and East side of the building. Thank you for being considerate of our guests.

*Please ensure that your vendors are aware of these rules, you will be held responsible for them.

Payment to Vendors and Sub-Contractors

Payment and deposit for all service providers are paid directly to the providers by client per their vendor terms.

Renting Party sign and date: _____

Palm Room Check List

- Ensure that the refrigerator is empty of ALL food / drinks.
- Wipe down counters and microwave– make sure no food particles are left.
- Check appliances for food / dishes - dispose of food.
- Return any glassware / cookware to the unit it came from.
- Empty all ice out of ice maker – leave in ON position.
- Remove ALL trash.
- Return all tables and chairs in their original storage space.
- NO DRAGGING OR PULLING OF FURNITURE ON WOOD FLOOR.
- Make sure oven is in the OFF position.
- Set thermostat at 73 in summer and 68 in winter.
- Make sure to gather all personal belongings.
- If linens are used, please leave in a pile by kitchen counter to be collected by staff the following morning.
- Turn off ALL lights.
- Lock BOTH doors.
- Return key to front desk.

NOTE: A minimum fee of \$300 will be applied if Guest/Host is found in violation of the above agreed terms.

Sign and date: _____