



VIZCAYA MUSEUM AND GARDENS FACILITY RENTAL PERMIT APPLICATION

COMMITMENT TO PRESERVING VIZCAYA

Thank you for deciding to hold your event at Vizcaya Museum and Gardens. Vizcaya is a cultural treasure, which was designated a National Historic Landmark by the United States government in recognition of its importance to the history of our nation. Only 3% of all properties on the United States National Register of Historic Places are honored as National Historic Landmarks. We preserve Vizcaya’s cultural and environmental resources to engage people in connecting with the past, understanding the present and shaping the future. Vizcaya is a fragile place filled with irreplaceable antiquities; and unlike most other venues, its walls, its floors, and its doors are all historic, one-of-a-kind objects or antique finishes. In agreeing to share Vizcaya with you and your guests for a special evening, we ask that you acknowledge the historic importance of Vizcaya and commit to doing everything in your power to support our mission to preserve Vizcaya during your event. Thank you!

I understand Vizcaya’s historic significance and commit to supporting the preservation of this unique landmark.

Permittee Name

Date

Permittee Signature

OVERVIEW OF PERMIT TIMELINE

- Carefully review the Rental Event Details and Permit Terms.
- Event planner and caterer must be selected from the Vizcaya Approved Vendor list.
- Complete, sign, initial each page, date and return with \$5,000 deposit and \$2,500 security deposit to Vizcaya (event date is not confirmed until received).
- No less than 75 days before your event, Permittee must pay 50% of remaining balance due for the event.
- No less than 45 days before your event, Permittee and all Vendors must forward proof of insurance coverage to Vizcaya.
- No less than 45 days before your event, Permittee must pay the full balance due for the event.
- No less than 30 days before your event, Permittee must submit run-of-show and event details including layout and diagrams.

Permittee Initials

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PERMIT TERMS

Parties, Reservation and Payment

1. This Facility Rental Permit Application ("Permit") to hold an event at Vizcaya Museum and Gardens ("Vizcaya") is an agreement made between the party renting Vizcaya ("Permittee") and Vizcaya Museum and Gardens Trust, Inc. (the "Vizcaya Trust"), the non-profit organization that operates and manages Vizcaya.
2. Vizcaya will not hold any date without a signed Permit and the deposit. Immediately upon executing this Permit and to render it effective, Permittee shall provide the Vizcaya Trust with a deposit of \$7,500. If the deposit is not received within 48 hours of the Permit's execution, the Trust may, at its sole determination, terminate this Permit with written notification to the Permittee. **The \$7,500 deposit consists of \$5,000 that is non-refundable and that will be applied toward the balance due for the event, and \$2,500 that serves as a security deposit that is refundable per the terms of this Permit.**
3. Permittee is required to select a Caterer and Planner from the Vizcaya Approved Vendor list and notify Vizcaya in writing of the vendors selected within 14 days of execution of Permit.
4. Permittee must pay 50% of the contracted balance including tent rentals at least 75 days in advance of the event. Permittee must pay the outstanding balance for the event including tent rentals **at least 45 days prior to the event;** payment must be accompanied by a signed executed copy of this Permit, including all attachments. Reservations made within 45 days of the event must be paid in full at the time the Permit is executed. Any payments made within 45 days prior to the event must be via wire transfer. Make all payments to: "Vizcaya Museum and Gardens Trust, Inc." The Vizcaya Trust reserves the right to retain deposit and cancel any events that have unpaid balances 45 days prior to the event date.
5. **Cancellations made for any reason, other than for force majeure as described below, following the payment of the deposit, will result in Permittee's forfeiture of the \$5,000 non-refundable deposit. For cancellations made within 30 days of the event date, for any reason other than for force majeure as described below, Permittee is financially responsible for total amount of rental fee.**
6. The Permittee will be invoiced and is responsible for payment of any undercharge. Overcharges will be refunded upon written request from Permittee. Vizcaya Trust personnel will count the number of guests at Permittee's event and Permittee or host will sign and approve said headcount. If the Permittee does not agree with the Vizcaya Trust's headcount, Permittee must state the disagreement on the headcount form prior to the conclusion of the event; failure to sign the headcount form or to state the disagreement will constitute Permittee's forfeiture of right to appeal headcount.
7. Total event attendance may not exceed 300 people, including all paid and complimentary guests of Permittee, such as media representatives and sponsors, but not including event staff.

Insurance

8. Permittee must provide to the Vizcaya Trust at least one month prior to the event a certificate of insurance for \$1,000,000 combined single limit general liability including bodily injury, property damage, personal injury and host liquor liability. The policy must name Miami-Dade County and Vizcaya Museum and Gardens Trust, Inc., 3251 South Miami Avenue, Miami, FL 33129, as additional insured. The policy must include a waiver of subrogation in favor of Miami-Dade County and Vizcaya Museum and Gardens Trust, Inc.
9. Permittee is responsible for ensuring that all vendors and planners in the event have met the same requirements, including the additional insured and waiver of subrogation requirements. Vendors serving, providing or selling alcohol are required to carry liquor liability coverage, with the same waiver and additional insured requirements.
10. All Insurance carriers must be rated by AM Best as A-VII or higher.
11. Permittee may obtain this insurance through Gather Guard at: <https://app.gatherguard.com/?v=G044-000>.
12. In the event that Permittee does not provide proof of insurance at least one month prior to the event, the Vizcaya Trust reserves the right to cancel their event.

Wedding Rehearsals

13. The Vizcaya Trust may allow Permittee to conduct a wedding rehearsal at no additional cost to Permittee if such rehearsal can be accommodated in the Vizcaya Trust's sole determination. All wedding rehearsals shall be scheduled with the Vizcaya Trust's Events Director ("Events Director"). Rehearsals in the Formal Gardens must conclude by 3:00 p.m. Rehearsals inside the Main House are scheduled only from 4:00 p.m. to 5:00 p.m.

Vendors/Subcontractors

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14. 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 Vizcaya's historic significance and of these Facility Rental Terms. Permittee is required to select their caterer and event planner from the Vizcaya Trust's Approved Vendor list. If Permittee wishes to work with a caterer or event planner not on the Approved Vendor list, it is their responsibility to ensure that said vendor is eligible to register and takes the necessary steps to do so.

Event Set Up

15. Vizcaya Museum and Gardens is a public museum during daytime hours and Permittee acknowledges that visitors expect a memorable cultural experience at Vizcaya. As such, Permittee agrees to minimize to the fullest extent possible the negative impact of event set up in the Service Area, the Gardens and Terraces, and the Main House in respect of Vizcaya's daytime visitors.
16. Permittee is responsible for ensuring that its subcontractors and/or vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Failure to notify the Events Director of electrical requirements may result in inadequate power or power failure. Cables are not permitted to cross walkways unless covered by appropriate cable covers.
17. Permittee or caterer must accept deliveries. The Vizcaya Trust will not accept or sign for deliveries.
18. Rental equipment may be delivered/set up in the Service Area no earlier than noon. Deliveries/set up may begin on the East Terrace at 3:00 p.m. Deliveries/set up may begin in Gardens, South Terrace and Mound at 4:00 p.m. Deliveries/set up inside the House may begin at 5:30 p.m. and must be brought in through the East Loggia doors only. There will be no exceptions to these times unless Permittee has purchased an early setup through this Permit.
19. The Vizcaya Trust orders all tents that are placed on the Upper East Terrace as part of this Permit through its designated tent vendor. Permittee must order and pay for tents a minimum of 45 days in advance of their event and cannot be cancelled or refunded. Stakes may not be used to secure tenting. Tenting may be secured with water barrels or concrete blocks. Tenting is not permitted on the South Terrace, in the gardens or on the Garden Mound.
20. Auxiliary kitchens (hot box, plating areas, etc.) are prohibited, except for in the catering tent located in the Service Area.

Facilities

21. The Vizcaya Trust provides only the site and the baseline security services that the Vizcaya Trust deems necessary for each event. The Permittee shall provide all other services, such as catering, tables and chairs, décor, etc.
22. Vizcaya's restrooms are the only dressing facilities available to Permittee. There is no bridal suite.
23. If contractually agreed upon and paid for prior to the event, Vizcaya's historic rooms may be opened for the viewing enjoyment of your guests during the evening (see fee schedule). Permittee may not use historic rooms for anything other than touring. Food and beverages may not be introduced into these rooms, and access beyond security barriers is strictly prohibited.
24. Permittee is required to rent a tent for any event with more than 90 guests to ensure that guests will have access to a covered area in the event of rain.

Parking

25. Parking in the Service Area adjacent to the Main House is only for catering vehicles essential to the event. Vehicles must not park in the reserved spaces Mondays through Fridays until after 5:00 p.m. The Service Road and circle 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 positioned in such a way as to allow full, safe access to restrooms. Permittee and their subcontractors/vendors shall adhere to traffic directions given by the Vizcaya Trust staff and security contractors. Improperly parked vehicles may be towed at the owners' expense.
26. Vizcaya's parking lot can accommodate up to 125 vehicles. Additional parking arrangements across South Miami Avenue in Vizcaya Village must be made through the Events Director.
27. The Vizcaya Trust may retain police officers at Permittee's expense to provide traffic control or ensure orderliness of event. Any such police officers to be paid by Permittee shall be approved as part of this Permit.
28. Drivers of large vehicles should be advised that Vizcaya's entrance road is narrow and lined with irreplaceable historic statuary, so slow and cautious driving is required. Vehicles are not allowed on any part of the entrance walkway from the Admissions Booth to the front door of the Main House.
29. The Events Director must be advised when valet parking or charter bus arrival has been arranged. Parking attendants and drivers must park cars/buses so they do not block Vizcaya's entrance or exit for emergency vehicles.

Time Restrictions

30. Permittee's guest may arrive no earlier than 6:30 p.m.

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31. Music and beverage service must conclude at least 15 minutes prior to an event's ending time.
32. Events must conclude by 11:00 p.m., unless additional hours are agreed to contractually (see fee schedule). Under no circumstances may an event continue past midnight Sunday through Thursday or 1:00 a.m. Friday or Saturday.

Fundraising

33. The Events Director must approve any auction, sale, games of chance or other such fundraising ventures.

Alcohol Use

34. If liquor is sold, an appropriate liquor license must be obtained by Permittee and displayed at event. Prior to the event, Permittee must provide the Events Director with a copy of the liquor license. Alcoholic beverages shall not be consumed by anyone less than 21 years of age as this is strictly prohibited and criminally penalized under Florida Statute 775.082-083 as a misdemeanor of the second degree. Violation of this term shall be grounds for immediate termination of this Permit.
35. Per Florida Statute 562.14, no alcoholic beverages may be sold or served after midnight unless a specific license to do so has been obtained. If the Permittee wishes to sell or serve alcoholic beverages after midnight, Permittee must provide the Events Director with a copy of this special license prior to the event. Failure to comply is a misdemeanor of the second degree.
36. For the safety of Permittee's guests and the protection of Vizcaya's personnel and property, Permittee is responsible for requesting that anyone serving alcoholic beverages desist from doing so to intoxicated guests.

Limitations on Music and Other Forms of Noise

37. Vizcaya is located near residential neighborhoods and a hospital, which are susceptible to noise from events. The Vizcaya Trust prides itself on being a good neighbor. In addition, County Code, City ordinances, and the common law of Florida subject Vizcaya to fines and damages if noise and music from Vizcaya interfere with our neighbors' reasonable use and enjoyment of their property. **Permittee agrees to abide by all County and City noise ordinances and to prevent Permittee's use of Vizcaya and any action related to its use from being the basis in whole or in part of a successful nuisance action against Vizcaya.**
38. Permittee agrees that any noise and music resulting from its event at Vizcaya will lower than the City of Miami sound ordinance so that such noise and music will not be audible outside the Vizcaya property.
39. Permittee agrees that it and/or its vendors will lower music when requested to do so by Vizcaya Trust personnel or designated representatives and acknowledges that the Vizcaya Trust may turn off power and/or end an event if Permittee and/or its vendors do not comply.
40. Permittee agrees that it will be liable for the full payment to the Vizcaya Trust for any fines, penalties or damages entered against the Vizcaya Trust by a court of law based in whole or in part upon Permittee's use of Vizcaya or violation of this agreement. In addition, Permittee agrees to reimburse the Vizcaya Trust for the full amount of its attorney's fees and costs incurred in defending the Vizcaya Trust in any action that results in a judicial or administrative levy of such fines, penalties, or damages against the Vizcaya Trust.

Restrictions and Prohibited Items

41. To protect the Vizcaya property and the natural environment, the use of balloons and the throwing of rice, confetti, glitter, birdseed or other small particles is not permitted. Limited use of smokeless, dripless candles is permitted in approved areas outside the Main House. Within the Main House, no candles may be used. Permittee may elect to use imitation candles inside the Main House. Painting of any kind is not permitted on the property. The use of sparklers, cold sparks and sky lanterns is not permitted. Smoke machines are not permitted inside the Main House or under the Casino on the Garden Mound. When pre-approved in writing by the Events Director, water-based smoke machines are allowed outside only, facing away from any structures including the Main House and Casino.
42. During evening facility rentals, smoking of tobacco or other substances and other use of tobacco products, e-cigarette products and related vapor devices are only permitted outside in the area(s) designated by Vizcaya Trust personnel. Smoking and the above-related activities are not permitted anywhere else on Vizcaya property, including but not limited to gardens, paths or parking lots. Fireworks or open flames (tiki torches) are not permitted on any part of Vizcaya property.
43. Dancing and/or band set up and chairs for seating are not permitted on marble floors (Entrance Loggia, Enclosed Loggia, East Loggia). Any items placed on marble floors must have rubber or other type of protective base.
44. Food, beverages and other objects must not be placed on Vizcaya items such as furniture, vases, urns and marble shelves throughout the Main House. Hot foods and/or beverages may not be set up in the Enclosed Loggia. Cooking/stir-fry is not permitted inside the Main House. Red wine may not be served inside the Main House.
45. Boats are not permitted to dock at Vizcaya. Display vehicles are not permitted on the property.

46. Nothing may be attached or anchored in any way to any part of Vizcaya, including its balustrades, urns, statues or decorative wrought iron. Permittee is not permitted to introduce supplementary lighting inside the Main House, except for the above-mentioned LED candles.
47. Vizcaya's art objects and display items must not be moved. The wrought iron furniture in the Courtyard is moved/removed only by the Vizcaya Trust's staff and only by request prior to the event date.
48. Animals are prohibited from entering Vizcaya property with the exception of service animals for persons with disabilities. Horse and carriage are not permitted on Vizcaya property.
49. Vizcaya's gardens are historic and important to the integrity of the property. Nothing may be set up on the grass anywhere on the property.
50. There is no access to the stone sculpture in Biscayne Bay known as the Barge, the North Road or the Café and pool areas. Tables and chairs may not be moved from those areas. Fines may be assessed against Permittee if tables and chairs are moved/removed from those areas.
51. Drones are not permitted on any part of Vizcaya property.

Fireworks

52. As a condition of this agreement and out of respect for Vizcaya's neighbors and the natural environment, Permittee is not permitted to organize a fireworks display on Vizcaya property, over Biscayne Bay or anywhere else visible from Vizcaya during the facility rental associated with this Permit.
53. In the event Permittee violates this provision, Permittee shall pay the Vizcaya Trust liquidated damages in the amount of \$10,000 for Vizcaya's reputational damage and for staff time invested in explaining and defending the Vizcaya Trust's position. The Vizcaya Trust will apply the balance (if any) of Permittee's security deposit toward these liquidated damages and invoice Permittee for the remainder. If Permittee does not pay any outstanding balance within 30 days of the Vizcaya Trust's invoice for same, Vizcaya Trust may sue Permittee for the balance. In addition, Permittee agrees to pay the Vizcaya Trust's costs and attorney fees in any action brought against or by the Vizcaya Trust in which the court determines that a breach of this provision occurred, whether or not damages are actually awarded; and in any action in which the Vizcaya Trust successfully defends all or part of this fireworks policy against any legal challenge brought by the Permittee or any party representing the Permittee or suing on the Permittee's behalf.

Event Clean Up and Breakdown

54. Permittee is responsible for all event clean up. Permittee is 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 clean-up 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 Vizcaya, the facility should look as it did when caterer arrived. The Vizcaya Trust does not provide after-party cleanup service. Failure to adhere to cleanup rules may result in fines, suspension of caterer's privilege of working at Vizcaya and/or a loss of the security deposit. Any labor required by Vizcaya Trust personnel to clean the site following Permittee's event will be billed to Permittee at the rate of \$200 per hour.
55. The Vizcaya Trust requires its approved vendors to participate in its composting and recycling program. Empty wine bottles, aluminum (soda) cans, and plastic water bottles must be recycled. A Yellow and/or Green Recycling bin is located in the dumpster area. Compostable food waste, which includes paper products, fruits, vegetables, breads and cut flowers (meat, fish and bones are not compostable) must be composted using gallon bins provided by our composting partner, Compost for Life. Two 30-gallon pink compost bins are located in the dumpster area. Caterers are not expected to compost food waste from served food; however, they are requested to compost overage that is unserved at the end of the evening.
56. All events require a professional cleaning crew. Permittee must ensure that a professional cleaning crew is secured and paid for through the contracted caterer; in addition, the cleaning crew is required to staff the restrooms during the event. The Vizcaya Trust cleans restrooms after 5:30 p.m., when daytime visitors have departed. Restrooms will be available to Permittee's guests beginning at 6:30 p.m.
57. The Vizcaya Trust will provide one dumpster for your evening facility rental event. If the Vizcaya Trust determines that an additional dumpster is required for your event based on its size or complexity, the Vizcaya Trust shall notify Permittee of this requirement 45 days in advance of permitted event. Permittee should make arrangements with the cleaning crew to provide additional dumpster(s) and pay for same directly to the cleaning crew and notify Vizcaya Trust 14 days in advance of the permitted event.
58. The Vizcaya Trust provides trashcans and liners for Permittee's use in the Service Area. Permittee or caterer must line trashcans and place them on the grounds where needed, empty trash from cans, replace liners throughout the event, and return cans to the Service Area at the end of the event.

59. Drinks, ice, water or oil may not be dumped on the grounds or in drains. Cooking oil must be placed in the oil drums provided in the Service Area. Failure to adhere to this rule will result in fines, suspension of privilege of working at Vizcaya, and/or loss of the security deposit.
60. After the event, all items placed on Vizcaya property for special events (tables, chairs, decorations, staging, etc.) must be removed that same evening. Vizcaya will not be responsible for items left on the property and may charge Permittee for the expense of removing any such items.

Building Condition and Appearance

61. To ensure the preservation of Vizcaya and its collections for future generations, restoration is an ongoing process at Vizcaya Museum and Gardens and may affect the premises. During repair or capital improvement projects, work and equipment, including scaffolding may be visible, areas may be closed off for safety, and artworks or historic features may be disassembled or removed from display. While Vizcaya Trust personnel will endeavor to keep the premises clean and attractive for visitors and clients during restoration, the museum cannot accept liability for Vizcaya's appearance due to restoration work. Staff will inform the client in advance if restoration work is scheduled to occur in areas at or near the planned event site. In the event of emergency, staff may not be able to provide such advance notice. Restoration work is the priority of the Vizcaya Trust and will not be rescheduled or delayed for the convenience of clients.
62. From approximately June 1 through November 30 each year, hurricane preparation items, such as hurricane shutters, may be deployed around Vizcaya. It is expressly understood there will be no liability for Vizcaya's appearance when hurricane preparation items are visible to the Permittee and their guests. There is no guarantee that Vizcaya will remove any hurricane preparation items between June 1 and November 30 each year.
63. 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 understanding the above.

Property Damage and Repairs

64. Any Vizcaya property that is broken or damaged during Permittee's event will be subject to repair by the Vizcaya Trust at the sole expense of the Permittee. When necessary, the security deposit will fund repairs to broken or damaged property and if such repairs exceed the deposit, the Permittee will be liable to the Vizcaya Trust for the balance.

Force Majeure including Severe Weather

65. Neither party hereto shall be responsible for any failure or delay in the performance of any obligation hereunder if such failure or delay is due to a cause beyond the party's control, including, but not limited to acts of God, flood, fire, war, third-party suppliers, labor disputes or governmental acts. At no time shall the Vizcaya Trust be responsible or liable for inclement or severe weather or other Acts of God (such as hurricanes) that may in any way affect Permittee's event at Vizcaya, directly or indirectly. Vizcaya may close to the public in the event a tropical storm or hurricane watch, warning or strike or other disaster occurs in Miami-Dade County. And in the event of a storm strike or other act of God, the Vizcaya Trust may be unable to accommodate this Permit until Vizcaya is repaired and reopened. If the Vizcaya Trust must cancel this Permit due to preparation for, occurrence or aftermath of severe weather or other Act of God, the Vizcaya Trust will determine if it is possible to offer Permittee an alternate date on which to have their event at Vizcaya. If the Vizcaya Trust offers and Permittee accepts an alternate date, there shall be no discounts for changing the date and the applicable fees for the rescheduled event shall apply; the difference, if any, shall be refunded by the Vizcaya Trust or paid by the Permittee as appropriate. If the Permittee chooses to cancel their event at Vizcaya due to Vizcaya's closing or incapacity to hold the event due to the preparation for, occurrence, or aftermath of severe weather or other act of God, the Vizcaya Trust will refund all monies paid by the Permittee upon written notification of cancellation by Permittee. Notwithstanding the above, the Vizcaya Trust will in no way be responsible for any consequential damages resulting from a closure or other disruptions to operations due to the preparation for, occurrence or aftermath of severe weather or other acts of God.

Additional Terms and Conditions

66. Permittee agrees to adhere to all instructions of the Vizcaya Trust's staff and/or contract Security Officers.
67. Permittee agrees to abide by all federal, state and local laws.
68. The Vizcaya Trust reserves the right to remove from the premises any person(s) behaving in a manner considered to be potentially harmful or detrimental to Vizcaya, the Vizcaya Trust, its employees and/or other event guests.
69. Vizcaya 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 the event of such cancellation, there will be no

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refund or credit towards any fee previously paid or any fee still owing and the Vizcaya Trust will not be responsible for any consequential damages. The Vizcaya Trust also reserves the right to cancel this Permit in the interest of public safety or in the event of an emergency. Vizcaya will in no way be responsible for any consequential damages resulting from a closure decision due to an emergency or otherwise made in the interest of public safety.

- 70. Failure to adhere to any of the rules or policies specified in this document may result in fines applied to the security deposit or otherwise payable by Permittee to the Vizcaya Trust. Vendors who violate any of the provisions herein may lose the privilege of working at Vizcaya.
- 71. Permittee shall indemnify and hold harmless Miami-Dade County and the Vizcaya Trust and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Permittee 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 Miami-Dade County, and the Vizcaya Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees that may issue thereon.
- 72. Application is not accepted, and date is not reserved unless this document is signed and submitted to the Vizcaya Trust (including the Event Details form that constitutes part of this Facility Rental Permit Application) and required deposits.
- 73. This Permit may not be altered in any way.

Permittee:

I have read, understand and agree to be bound by the terms of this Permit, including the Event Details form.

Print Name

Date

Signature

Revised January 1, 2024

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