



The Edyth

Event Policies & Procedures

The Edyth is located at 199 S. Knowles Avenue, Winter Park, FL 32789. For reservations, please contact a representative from *The Edyth* at events@edythbush.org, Monday through Friday, from 9 a.m. to 5 p.m.

Reservation Procedures

1. Please read through the Event Policies & Procedures to ensure your organization (Licensee) qualifies to use the space and general policies for events held at *The Edyth*, headquarters of the Edyth Bush Charitable Foundation (Licensor).
2. Submit an Inquiry Form via the Foundation website at edythbush.org.
 - a. Once the inquiry is submitted, a provisional Hold will be placed on the event date (if available) for 14 calendar days, allowing time to review and sign the Service Request and Event Space License Agreement, and to remit the 50% deposit.
3. Pending date availability, the Service Request will be sent to the point of contact.
 - a. Completed Service Request returned to events@edythbush.org.
4. Event Space License Agreement sent to the point of contact.
 - a. Completed Event Space License Agreement returned to events@edythbush.org with 50% of fees paid to secure the reservation.
5. Date confirmation will be sent via email to the point of contact.
6. Invoice sent to the point of contact before the event date and payable before the event.
7. A representative from *The Edyth* will reach out to confirm event details 1 month prior to the event date. At this time, all fees and all paperwork must be submitted.
8. Event Day!
9. After the event, please complete a survey about your experience.

Available Space & Rates

The Main Stage features a 1,317 square foot atrium with natural lighting from the exterior glass walls. The open space offers various events and gathering space options. The event space can host lectures, receptions, workshops, and catered events. The Main Stage offers modern lounge furniture, a business center, and restrooms. With secure wi-fi and wireless presentation capabilities, The Main Stage is an exciting venue for a variety of events.

The first floor Showcase Space offers 544 square feet of event space enclosed by glass walls, ideal for small group gatherings. The adaptable space can accommodate meetings with a theatre or classroom setup, along with forming a showcase to feature the organization.

Just outside the Main Stage, the Plaza welcomes guests featuring the meditation garden and relaxing areas for meeting and networking. A NanaWall feature allows the event to have continuous flow from the interior to the exterior. The Plaza allows for direct connection to the community and enjoyment of the beautiful Winter Park weather.

The Archibald Innovation Room, located on the second floor, allows for various styles of events. Wi-fi, state-of-the-art video and audio teleconferencing, whiteboard, and refreshment center allow events from training to board meetings to easily happen. Two collaboration spaces are located nearby for event break-out sessions or break areas. The Archibald offers a complete setup for your productive, yet relaxing, private meeting day.

Space	Capacity	Fee (2 hours)	Each Additional Hour
<i>The Edyth</i> Main Stage + Showcase Space	75	\$250	\$75
Showcase Space	25	\$150	\$50
The Archibald Innovation Room	25	\$200	\$75
<i>The Edyth</i> Main Stage + Showcase Space + Plaza	100	\$275	\$100
<i>The Edyth</i> Main Stage + Showcase Space + The Archibald Innovation Room	100	\$300	\$125
<i>The Edyth</i> Main Stage + Showcase Space + The Archibald Innovation Room + Plaza	125	\$350	\$150

A 15% admin fee will be added to all rentals. The Catering Kitchen is available for approved caterers, allowing meal preparation by the catering staff. If Licensee elects to utilize Licensor's Catering Kitchen with an Approved Caterer, a catering service fee of \$100.00 ("**Catering Fee**") will be incurred. A 25% rate premium and admin fee will be applied to Events held after hours.

Furniture & Equipment

The Guest Fees include any available tables, chairs, teleconference equipment, and other furniture listed on the Service Request form. Audio Visual ("**A/V**") equipment is available for an additional rental fee as detailed on the Service Request form, provided Licensee is responsible for and provides ancillary cords and accessories, including, but not limited to, laptops, power cords, HDMI cords, extension cords, etc. Services or equipment not provided by Licensor may only be provided by an approved service vendor listed on Licensor's website or the Service Request form.

Changes in room layout, furniture, and/or equipment requests may be requested in writing up to five (5) business days before the Event Date, and are subject to Licensor's approval in its sole and absolute discretion.

Furniture and equipment provided by the Licensor may not be moved during the Event.

Catering, Food Delivery, and Limited Menu

Licensee may only use caterers from the approved catering vendors listed on Licensor's website or the Service Request form (each, an "**Approved Caterer**") for an additional \$100 Catering Fee. Services from any Approved Caterer must be secured directly through the Approved Caterer. An Approved Caterer is the only entity allowed to provide alcohol at events held at Event Space. The licensee's Approved Caterer must clean the Event Space, kitchen, and all service areas within the Event Time, leaving it in the same condition and working order as at the start of the Event set up. The licensee's Approved Caterer must remove all trash, composting, and recyclables from the Event Space, kitchen, and service areas. Failure to remove or clean the Event Space, kitchen, and service areas will result in additional fees being charged to Licensee. The Catering Fee and any delivery fees are not included in the Guest Fees.

Guests may order food delivery from an Approved Caterer only, subject to a direct request to such Approved Caterer as accepted by Licensor's event coordinator. No outside food or drinks may be brought to the Building by Licensee. Licensor offers a limited menu with items such as water, coffee, soda, and select snacks on the Service Request form that are available for purchase. These items will be set up prior to the contracted start time of the Event.

Time, Setup, & Clean Up

Any Furniture, A/V, and food/beverage provided directly by Licensor pursuant to an approved Service Request form shall be set up prior to the Event Start Time. Any set-up or clean-up provided by Licensee and/or Licensee Party must occur during the Event Hours (set-up or clean-up conducted outside of Event Hours shall be charged the Additional Time Fee). The Event Space must be returned in the condition it was provided. Licensee must clean (or cause any Licensee Party to clean) the Event Space, kitchen, and all service areas within the Event Time, leaving it in the same condition and working order as at the start of the Event set up, including, but not limited to, disposal of all trash and removal of all event supplies from the Event Space, kitchen, and service areas. Failure to remove or dispose of the Event Space, kitchen, and service areas will result in additional fees being charged to the Licensee.

Deposit and Fees

Licensee shall pay to Licensor the following deposits and fees (collectively, the "**Fees**") as follows:

- a) Fifty (50%) of the guest fee (the "**Initial Guest Fee**") is due and payable upon the execution of the Agreement;
- b) The remaining fifty (50%) guest fee (the "**Remaining Guest Fee**") shall be due and payable one (1) month prior to the Event Date;
- c) Any additional guests fees (as approved by Licensor in its sole discretion), shall be due and payable five (5) business days prior to the Event Date ("**Additional Guest Fees**", and together with the Initial Guest Fee and the Remaining Guest Fee, collectively, the "**Guest Fees**");
- d) If Licensee elects to utilize Licensor's catering kitchen with an Approved Caterer (as provided below), a catering service fee in the amount of \$100.00 ("**Catering Fee**") shall be due and payable one (1) month prior to the Event Date;
- e) If Licensee or any of Licensee's invitees, employees, guests, contractors (including, without limitation, Licensee's Approved Caterer or any other approved service provider), or others connected whether directly or indirectly with Licensee (each a "**Licensee Party**"), remain in, on, or about the Event Space or the Common Areas after the expiration of the Event Time, then Licensee shall, no later than five (5) days after the Event Date, pay a fee equal to the number of unpaid additional hours that the Event Space was occupied ("**Additional Time Fee**");
- f) In the event Licensor approves, in its sole and absolute discretion, any written request by Licensee to modify the Event Date, a rescheduling fee in the amount of \$100.00 ("**Rescheduling Fee**") shall be due and payable within three (3) days of Licensor's approval;
- g) Any and all other fees as may become due and payable pursuant to the Agreement;
- h) A twenty-five percent (25%) rate premium and admin fee for events held after hours (5 p.m. ET or later) will be added to the sum of all final Fees incurred pursuant to subsections (a)-(g) immediately above (an "**After Hours Fee**"); and
- i) A fifteen percent (15%) administrative fee will be added to the sum of all final Fees incurred pursuant to subsections (a)-(h) immediately above.

An invoice of the above outlined Fees will be delivered to the Licensee's Contact at such time as the applicable Fees become due and payable.

Cancellation Policy

- a) Written notice of cancellation by Licensee provided at least thirty-one (31) days prior to the Event Date shall entitle Licensor to fifty percent (50%) of all Guest Fees incurred as of the date of such notice.
- b) Written notice of cancellation by Licensee provided less than thirty (30) days prior to the Event Date shall entitle Licensor to all Fees.
- c) Licensor's approval (in its sole and absolute discretion) of any written request by Licensee to modify the Event Date, shall entitle Licensor to the Rescheduling Fee.

Insurance Requirements

Licensee and Licensee's Approved Caterer or any other approved service provider (if any) must each provide Licensor, no later than five (5) business days prior to the Event Date, with a certificate of insurance evidencing event liability insurance that provides bodily injury and property damage insurance coverage for all bodily injury, property damage, personal injury, and other claims, losses, or damages arising out of or in connection with, in whole or in part, the use or occupancy of the Building, Event Space, the Common Areas, sidewalks, and other appurtenances to the Event Space, by Licensee, Licensee's Approved Caterer or any other approved service provider (if any), or any other employee, agent, representative, or invitee of the Event. If alcohol is served, the policy shall also include host liquor liability coverage.

The insurance required hereunder shall have a single limit liability of not less than \$1,000,000 and general aggregate liability of not less than \$2,000,000, including Workers' Compensation at limits of \$500,000 per accident and shall name Licensor as an additional insured, shown as:

**Edyth Bush Charitable Foundation
199 S. Knowles Avenue
Winter Park, Florida 32789**

Insurance shall include a Waiver of Subrogation in favor of Licensor. Failure to comply with this "Insurance Requirements" Section shall be a breach of the Agreement and permit Licensor to revoke the License pursuant to the "Revocation of License" section below.

Required Documentation

The following documentation is required at least five (5) business days prior to the Event Date:

- a) 501(c)(3) Letter of Determination from the Internal Revenue Service;
- b) State of Florida Tax Exempt Certificate;
- c) Certificate of Liability Insurance (in compliance with the "Insurance Requirements" of the Agreement); and
- d) any and all other documentation as required under the Agreement.

Building and Event Policies & Procedures

- a) Event Detail Confirmation. As soon as reasonably possible, but in no event less than one (1) week prior to the Event Date, Licensor's Contact shall confirm the Event details with Licensee's Contact.
- b) Event Time, Set-up, & Clean-up. Any Furniture, A/V, and food/beverage provided directly by Licensor pursuant to an approved Service Request form shall be set up prior to the Event Start Time. Any set-up or clean-up provided by Licensee and/or Licensee Party must occur during the Event Hours (set-up or clean-up conducted outside of Event Hours shall be charged the Additional Time Fee). The Event Space must be returned in the condition it was provided. Licensee must clean (or cause any Licensee Party to clean) the Event Space, kitchen, and all service areas within the Event Time, leaving it in the same condition and working order as at the start of the Event set up, including, but not limited to, disposal of all trash and removal of all event supplies from the Event Space, kitchen, and service areas. Failure to remove or dispose the Event Space, kitchen, and service areas will result in additional fees being charged to Licensee.
- c) Event Space Decoration. Licensee's decorations must be disclosed in writing and pre-approved by Licensor's Contact or event coordinator in its sole and absolute discretion. No decorations can be placed on the walls by any means. Upon request, an easel can be set up to display pre-approved materials. No confetti, bubble, glitter, or fog machines are allowed.
- d) Liability for Damages. Licensee is fully responsible for any losses, damages, claims, liability, costs, or expenses arising from Licensee's, or any Licensee Party's, misuse of the License or non-compliance with the Agreement. Licensor is not responsible for the security of exhibits, presentation materials, or other personal property of Licensee.

- e) Marketing. Any mention of Licensor shall only be permitted for purposes of identifying the Event's location. If Licensee wishes to utilize Licensor's logo, name, or likeness on any marketing or other presentation materials, Licensee must specify Licensee's intended use and obtain Licensor's express written approval in its sole and absolute discretion.
- f) Conduct and Noise. Smoking in the Event Space, the Common Areas, or in or within twenty-five (25) feet of the Building, loitering, disparaging remarks, physical violence, or illegal activities is not permitted and will not be tolerated. Licensee agrees to control the noise level at the Event such that it shall not create a disturbance. If Licensor reasonably determines that the noise level is excessive, upon request by Licensor, Licensee shall immediately reduce the volume. Conduct deemed disorderly and/or noise levels deemed excessive, at the sole discretion of Licensor, shall be grounds for immediate expulsion from the Event Space and the conclusion of the License. In such event, Licensee shall not be entitled to any refund of any Fees.
- g) Permitted Use and Capacity. Licensee is authorized, pursuant to the License, to use the Event Space for the Event and for no other purpose, unless Licensor gives Licensee prior written authorization for additional permitted uses. Licensee shall not use the Event Space in any manner that may result in increased insurance premiums for Licensor with respect to the Event Space or render such insurance void. Licensee acknowledges and agrees that the maximum capacity of the Event Space is listed on the Licensor's website or above and Licensee will not exceed such limit. Failure to comply with this Section shall be a breach of the Agreement and permit Licensor to revoke the License pursuant to the "Revocation of License" section below.
- h) Compliance with Laws. Licensee shall, and shall cause each Licensee Party to comply with all applicable laws and obtain any and all required permits and licenses necessary to use the Event Space and occupy the Building and Common Areas. Licensee shall not, and shall not permit any Licensee Party to, use the Building, Common Areas, or Event Space in any manner that would violate local, state, or federal laws or regulations related to Licensee's use of the Event Space.
- i) Licensor's Access and Right of Entry. Licensor shall have the right to enter the Event Space at any time, without the consent of Licensee, for any reasonable purpose, including any emergency that may threaten damage to the Event Space, or injury to any person in or near the Event Space
- j) COVID Statement. Licensee acknowledges that Licensor is not liable for coronavirus/ COVID-19 exposure. Licensee or any of Licensee's invitees, employees, guests, contractors (including, without limitation, Licensee's Caterer or any other approved service provider), or others connected

whether directly or indirectly with Licensee assume full risk and understand that becoming exposed to and/or infected by the coronavirus/COVID-19 may result from actions, omissions, or negligence of themselves and others, including but not limited to, staff and other guests.

Revocation of License

Licensor shall have the right to revoke the License at any time provided Licensor provides written notice of such revocation to Licensee. Licensor's right of revocation shall be limited to the following events: (a) nonpayment of any fees by the applicable due dates; (b) breach of the Agreement by Licensee; or (c) the Event is of a nature that Licensor deems inappropriate in Licensor's sole and absolute discretion. If Licensor revokes the Agreement because of subsection (a) or (b) herein, Licensor shall retain all Fees paid and/or due and payable to Licensor as liquidated damages and not as a penalty. If Licensor revokes the Agreement because of subsection (c) herein or for any other reason, Licensor shall refund the Guest Fees as has been paid to Licensor.

Force Majeure

In the event Licensor is unable, on or after the occurrence of a Force Majeure Event (as defined below), to make the Event Space available to Licensee on the Event Date for the purpose set forth in the Agreement, the Agreement shall terminate and Licensor shall within a reasonable time after the termination of the Agreement, refund and any portion of the Fees received by Licensor from Licensee hereunder. Under no circumstances shall Licensor be liable for any additional costs, expenses, or damages suffered by Licensee arising out of the rescheduling or cancellation of the Event pursuant to this Section.

"Force Majeure Event" means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health emergencies; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; and (ix) other events beyond the control of Licensor.

Indemnity Agreement

Licensee hereby agrees to indemnify, defend, and hold harmless Licensor, its officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Event Space, the Common Areas, sidewalks, and other appurtenances to the Event Space, by Licensee, Licensee's Approved Caterer or any other approved service provider (if any), or any other

invitee of the Event; or (b) any acts, errors, or omissions on the part of Licensee, its officers, directors, employees, or agents, including, without limitation, Licensee's Approved Caterer or any other approved service provider (if any). This Section shall survive termination of the Agreement.

Governing Law

The Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to conflicts of laws principles. Licensors and Licensee acknowledge that any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Orange County or the United States District Court, Middle District of Florida, Orlando Division. Each of the parties waives any objection to bring action or proceeding in any other court.