

# WELLINGTON AT SEVEN HILLS

400 Wexford Boulevard Spring Hill, FL 34609  
352-666-6888 ext.303 Banquet Coordinator

## Venue Lease Agreement

The Venue Lease Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Wellington at Seven Hills Homeowners Association, Inc. (Wellington) and \_\_\_\_\_ (Lessee), collectively referred to as the "Parties".

**Use of Premises:** Wellington owns and operates a clubhouse with banquet, catering, bar, and restaurant facilities. Lessee may select to use: Clubhouse Ballroom (up to 200 people) Wexford Room (up to 50 people)

**Room Selection:** \_\_\_\_\_ **# of Attendees** \_\_\_\_\_

When leasing room(s) in the Wellington clubhouse, usage is restricted to the reserved room(s) and restrooms only. All activities on these premises are recorded by video surveillance.

Inform your guests that all other rooms and amenities are off limits including but not limited to the Pool, Pool Deck, Pool Spa & Showers, Bocce Courts, Billiards, Fitness and Library rooms. The Lessee must attend the event.

Security Deposit Due \$ \_\_\_\_\_ Submitted by bank check only and refundable (within 10 days after event) providing that the premises are returned in the same condition when leased to you.

Lease Deposit Due \$ \_\_\_\_\_ Submitted by bank check only and due when signing this agreement. Balance is due 10 days before the event.

Balance Amount Due \$ \_\_\_\_\_ on \_\_\_\_\_ Reservation will be cancelled if balance due is not received at least ten days (10) days before event.

Candles, sparklers, or open flames are prohibited, except on the cake. Battery operated candles are allowed.

No fog machines are allowed into the clubhouse at any time.

No food, snacks, desserts, or beverages may be brought into premise by lessee or their guests.

Food and Beverage Service is provided by Wellington's Bar & Grill - Wayne Brooks, Manager, at 352-835-7183

Changes can be made up to 7 (seven) days prior to your event.

Cancellation Policy: If the event is cancelled by the person renting the room (11) eleven days or more before the event, that person will be refunded their Security and Lease deposits. If the event is cancelled (10) ten days or less before their event, the Lease deposit shall be surrendered, however, the Security deposit will be refunded.

**Date/Times of Permitted Use:** Access to Wellington for the event will commence on the date of event: \_\_\_\_\_ at \_\_\_\_\_ and end promptly at \_\_\_\_\_

You must comply with all applicable State and County laws and Homeowner Association Rules during your event. The HOA reserves the right to cancel or stop any event due to a violation of applicable laws or HOA rules and regulations.

In consideration for being permitted by Wellington at Seven Hills Homeowners' Association Inc. ("**Association**") to host recreation or social activities on the Association's property ("**Social Activities**"), I agree to assume the risk of participating in and/or hosting such Social Activities on Association property. I also agree to assume the risk of my guests and invitees participating in such Social Activities on Association property. I have had an opportunity to inspect the Association's property where the Social Activities will occur, and I am signing this Release and Waiver of Liability voluntarily after having made that inspection personally. I am not aware of any hazardous condition on Association property.

I agree to unconditionally release, hold harmless and indemnify the Association and its management firm, and each of their officers, directors, partners, managers, agents, vendors, independent contractors, employees, successors and assigns from and against any and all claims that could be raised by my guests, invitees or me for injury, wrongful death, damage or loss which may accrue, arise out of or relate to the Social Activities or the use of the Association's property. This Release and Waiver of Liability shall be interpreted to be as broad as possible, and it shall include, but it shall not be limited to any and all claims for negligence, personal injury, wrongful death, property damage, attorneys' fees, litigation costs and money damages of any kind. **I HAVE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. I UNDERSTAND THAT THIS AGREEMENT IS CONTRACTUAL, AND IT IS NOT A MERE RECITAL.**

Attached as Exhibit "A" to this Room Reservation with Outside Entertainment is a copy of my contract with the Entertainment Vendor who will be providing services during the event mentioned above. Although the HOA is not a party to the contract attached as Exhibit "A" this documentation is being provided to the HOA to document who will be present on HOA property during the event mentioned above.

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

## EXHIBIT "A"

### AGREEMENT FOR SPECIAL EVENT ENTERTAINMENT SERVICES

This Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "**Host**") and \_\_\_\_\_ ("**Entertainment Vendor**"), who shall be collectively referred to as the "Parties".

**Purpose of Agreement.** Host has reserved a room and facilities at the Wellington at Seven Hills clubhouse with banquet, catering, bar and restaurant facilities ("Premises"). Host intends to contract with Entertainment Vendor to provide entertainment services ("Services") for a special event on the Premises, which event is more specifically described in Exhibit "1" to this Agreement. The Parties have determined that it is prudent to memorialize their agreement concerning the provision of entertainment services on the Premises for the special event listed in Exhibit "1".

**Use of the Premises.** Entertainment Vendor shall use the Premises to provide the Association with the Services described in Exhibit "A". Host has made a reservation with Wellington at Seven Hills Homeowners' Association, Inc. ("Association") to arrange for non-exclusive access to and use of the Premises for purposes of performing the Services described in Exhibit "A". Entertainment Vendor shall comply with Host's direction's and the Association's rules and regulations relative to the timing of such access for purposes of unloading, setting up, and removing equipment related to the Services. The Association has granted Host and its invitees, including Entertainment Vendor and its personnel, limited, non-exclusive access to the parking area for purposes of temporarily parking registered, operable vehicles during such times as the owner or operator of the vehicle is involved in providing Services. In addition to the equipment already present on the Premises, Host shall not be responsible for the lease or purchase of any other equipment or materials that Entertainment Vendor needs or may need to provide the Services set forth in Exhibit "A".

**Compensation.** Entertainment Vendor shall be paid a flat fee in the amount set forth in Exhibit "A" for all Services. Entertainment Vendor shall not be entitled to, nor shall Entertainment Vendor claim or cause anyone else to claim compensation for Services or anything else of value concerning or related to the Services other than the Compensation set forth in Exhibit "A".

**Limited Scope of Engagement.** This Agreement is for the Services in Exhibit "A" only. This Agreement does not create, nor shall it be construed by anyone, to create an employer – employee relationship of any kind, as Entertainment Vendor is an independent contractor. Additionally, this Agreement shall not create a contract or other binding legal relationship between the Association and Entertainment Vendor. Entertainment Vendor shall be responsible for the payment of all wages, taxes, FICA, workers' compensation insurance, health insurance, and other benefits for its employees, staff, and independent contractors that may be involved in providing Services in Exhibit "A".

**Liability and Indemnity.** Entertainment Vendor agrees to assume all liability for any and all claims of personal injury and wrongful death caused by or suffered by its own employees, staff and independent contractors, or which are asserted by persons allegedly injured in connection with the Services. Entertainment Vendor hereby waives any limitation of liability whatsoever, including but not limited to, limitations based upon the Workers' Compensation Act. Entertainment Vendor agrees to indemnify, hold harmless and defend Host, Wellington at Seven Hills Homeowners' Association, Inc., and its managers, officers, directors, committee members, agents and employees from and against any and all loss, expense, damage or injury, including court costs and reasonable fees of attorneys, sustained or incurred by them as a result of all such claims of personal injury and wrongful death.

**General Provisions.** Entertainment Vendor shall not assign this Agreement. This Agreement constitutes the entire agreement between the Host and Entertainment Vendor concerning or relating to the Services. The prevailing party shall be entitled to judgment against the non-prevailing party for any and all attorneys' fees and costs incurred to enforce this Agreement or for the breach of this Agreement. No modification, waiver, termination, rescission, discharge, or cancellation of this Agreement shall be binding upon Entertainment Vendor or Host, unless in writing and signed by officers of Entertainment Vendor and Host who are specifically authorized to do so.

**Each party has executed this Agreement on the date set forth above.**

Name of Entertainment Vendor: \_\_\_\_\_  
Signature of Entertainment Vendor's Authorized Legal Representative: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Name of Host: \_\_\_\_\_  
Signature of Host: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**Exhibit "1"**  
**Special Event Entertainment Services**

Date of Event: \_\_\_\_\_

Time Entertainment Vendor shall commence Set Up for Event: \_\_\_\_\_ am / pm.

Time Entertainment Vendor shall vacate Premises (including removal of all equipment and personnel):  
\_\_\_\_\_ am /pm.

Deposit Paid by Entertainment Vendor (which amount is included in the Total Compensation figure cited below):  
\$ \_\_\_\_\_

Total Compensation (including any deposit list above, if any) to be paid by to Entertainment Vendor:  
\$ \_\_\_\_\_

Entertainment Vendor Special Requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cancellation Terms and Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Services:

\_\_\_\_\_  
\_\_\_\_\_



Thank you for hosting your event at Wellington at Seven Hills! It is our pleasure to provide a beautiful venue for you to celebrate a special occasion or special person.

Reservations are made on a first come, first served basis, and are considered confirmed when the lease has been signed by all parties and fifty percent (50%) of the applicable lease, and full security deposit has been paid. The balance of lease due shall be paid at least ten (10) business days prior to the event.

The Lessee must attend the event, no exceptions. A parent or adult must accompany children under the age of sixteen (16) years old. Lessee is jointly responsible to ensure that those under twenty-one (21) years of age attending any events do not consume alcoholic beverages.

Room lease charge includes table and chair set up and take down.

Room reservations which do not include food and beverage service shall be scheduled with Banquet Coordinator, Lois Dixon. (352-666-6888 ext. 303)

Room reservations which include food or beverage service must be scheduled by the Banquet Coordinator and the Bar and Grill Manager, Wayne Brooks (352-835-7183) If you are supplying a cake for your event, you must deliver dessert along with store receipt to Mr. Brooks within one hour of purchase. Cake slicing, plating & serving is an additional charge.

Residents may supply their own food and non-alcoholic beverages for a reserved event when the Bar and Grill is closed.

When food service is provided by Lessee, external vendor, or caterer, Lessee is required to provide their own trash bags and remove all accumulated trash. If trash is not removed, a trash removal fee will be withheld from security deposit. Lessee is required to clean all tables and chairs used during the event and return the room layout to its original state.

Housekeeping and Damage Policy: A security deposit is payable upon execution of a lease when food and beverage for an event is provided by the Bar and Grill, external vendor, or caterer. Lessee shall pay the Wellington at Seven Hills for repairs of any damage to the clubhouse in excess of the security deposit. Lessee will be notified and provided documentation of any damage and/or housekeeping violation.

The maintenance staff and/or Bar and Grill employees will inspect the leased space for damage, removal of waste, and cleanliness immediately after an event. Issues relevant to the inspection will be documented in writing and with digital photos.

## **Regarding Raffles:**

Unless the organization can definitively demonstrate compliance, raffles are not permitted. In Florida, a 50/50 raffle is considered a form of a charitable gaming activity.

To hold a 50/50 raffle legally, you must meet all State requirements and request written permission from the Community Association Manager before entering into contract to lease rooms at Wellington.

- Obtain a license: Organizations that wish to hold a 50/50 raffle must obtain a license from the Florida Department of Agriculture and Consumer Services (FDACS).
- Be a qualified organization: Only qualified nonprofit organizations such as charities, churches, and educational institutions can hold a 50/50 raffle in Florida.
- Use proceeds for charitable purposes: All proceeds from the raffle must be used for charitable purposes or for the benefit of the qualified organization.
- Sell tickets on-site only: Tickets can only be sold on-site where the event is taking place and cannot be sold online or via mail.
- Display the rules: The rules of the raffle must be displayed in a prominent location at the event.
- Report the results: The organization must report the results of the raffle to the FDACS within seven days of the drawing.



## Room Charges

### CLUBHOUSE BALLROOM

Capacity up to 200 people, includes stage and dance floor, plus sound and stage lighting system.

Food and Beverage service provided by Wellington's Bar and Grill. Wayne Brooks, Manager 352-835-7183. Mr. Brooks has extensive menu offerings for all types of occasions.

#### SECURITY DEPOSIT \$ 300.00

Resident for Non-Resident	\$ 300.00 (4 hour minimum)	\$ 75.00 for each additional hour
Non-Resident Use	\$ 600.00 (4 hour minimum)	\$ 175.00 for each additional hour

### CLUBHOUSE WEXFORD ROOM

Capacity up to 50 people, nicely decorated and located adjacent to Bar & Grill

#### SECURITY DEPOSIT \$200.00

Resident for Non-Resident	\$ 100.00 (2 hour minimum)	\$ 75.00 for each additional hour
Non-Resident Use	\$ 150.00 (2 hour minimum)	\$ 75.00 for each additional hour

To reserve: Contact Lois Dixon, Banquet Coordinator 352-666-6888 ext. 303 or [ldixon@wellingtonhomeowners.com](mailto:ldixon@wellingtonhomeowners.com)

The maximum number of participants at the event shall not exceed the number of occupants as permitted by Hernando County and/or the Hernando County Fire Marshall.