

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.**

Date: _____

Print Name: _____

Print Address: _____

Signature: _____

Date: _____

Witness Signature: _____

Print Name: _____



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

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.