

Updated: 3/1/2024

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Able Trust

Monday, June 24, 2024

EVENT CONTRACT

ACCOUNT: Leanne Rexford

CONTACT: Leanne Rexford

EMAIL: leanne@abletrust.org

SALES DIRECTOR: Pam Robertson

EMAIL: pam.robertson@zootampa.org

PHONE: (813) 935-8552

EVENT MANAGER:

PHONE: 850.224.4493

ADDRESS: 1709 Hermitage Boulevard #100

Tallahassee, FL 32308

EVENT SUMMARY

Date	Time	Location	Areas	Guests
6/24/2024	5:00 pm – 7:00 pm	Zoo Tampa at Lowry Park	Reilly's Reserve	35

SPECIAL INSTRUCTIONS

Liability Insurance - Client must provide a certificate of insurance naming ZooTampa at Lowry Park as an additional insured at least two weeks prior to your event.

Final payment, guest list, and menu choices due 21 days before event (June 3, 2024).

Guests may arrive to the Zoo's front gate after 3pm.

Client may arrive to Reilly's Reserve at 4pm to set up (if needed).

Guest will need screen/sound.

Linen colors: black.

Client is tax exempt.

ROOM RENTAL

Subtotal

Qty		Price	Total
1	Reilly's Reserve	\$2,500.00	\$2,500.00
FOOD			
Qty		Price	Total
50	Shrimp Cocktail Shooters with Key Lime Cocktail Sauce - piece (GF)	\$5.00	\$250.00
50	Caprese Skewer - piece (GF)	\$5.00	\$250.00
50	Bacon Wrapped Scallop with Saffron Aioli - piece. (GF)	\$5.00	\$250.00
50	Gouda Mac and Cheese Bites - piece	\$3.00	\$150.00
50	Vegetable Spring roll with Sweet and Sour Sauce	\$3.00	\$150.00
50	Chicken Dumplings with Thai Chili Sauce - piece	\$3.00	\$150.00
BEVER	AGE		
Qty		Price	Total
1	Bartender set-up fee	\$125.00	\$125.00
35	Two Hours	\$24.00	\$840.00
ADDIT	IONAL CHARGES		
Qty		Price	Total
1	WildLife Connection: 5:30pm	\$500.00	\$500.00
ESTIM	ATED BILLING		
			Total
Room Rental			\$2,500.00
Wildlife Connection			\$500.00
Beverage			\$840.00
Labor			\$125.00
Food			\$1,200.00

\$5,165.00

		Total
State Sales Tax: Tax Exempt		\$0.00
Management Fee	22.0%	\$448.80
Grand Total		\$5,613.80
Payment #20447081 (Due 3/7/2024)	Unpaid	\$2,806.90
Payment #20447089 (Due 6/3/2024)	Unpaid	\$2,806.90
Estimated Amount Due		\$5,613.80



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TERMS AND CONDITIONS

Guarantees: A guarantee is required on all meal functions. The Catering and Event Managers must be notified of the number of guests attending. The final guaranteed number21 days prior to an event start date. An increase in guest attendance must be approved by the Catering Manager. In the event that a guarantee is not received, the original estimated attendance count or the actual amount (whichever quantity may be higher) will be prepared and charged.

<u>Cancellations:</u> ZooTampa at Lowry Park and your Group agree to abide by all of the aforementioned conditions. If your program cancels its function after contract signing and at least 9 months prior to the event taking place, the group will be entitled to a full refund. Any cancellations that occur after the proposed contract signing, and up to 6 months (180 days) before the event will forfeit their initial payment. A cancellation within 4 months (120 days) of an event forfeits the total amount of the program and will be billed that amount as their cancellation penalty.

REFUND OPTION

Force Majeure: Neither party will be in default of this Agreement for failing to fulfill any obligation so long as and to the extent to which any delay or failure in fulfilling such obligations is prevented, frustrated, hindered, or delayed because of circumstances of Force Majeure ("Force Majeure") due to the occurrence of any event or contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, acts of God, acts of war or terrorism, actions or decrees of governmental bodies, pandemic or severe communicable disease outbreaks, and similar occurrences. If any such excused delay occurs, the time for performance is postponed to a mutually agreeable date. Amounts paid by Client (minus actual costs of ZooTampa due to the Force Majeure event) will be applied to the delayed event and Client agrees to be responsible for any remaining balance. If the Force Majeure event is such that the event is not able to be held within one calendar year after originally scheduled, then performance is excused completely, and Client will be refunded the amount it has paid minus any actual costs incurred by ZooTampa due to the Force Majeure event..

A party claiming the benefit of this provision must, as soon as reasonably practicable after the occurrence of any such event, (a) provide notice to the other party of the nature and extent of

any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this agreement as soon as reasonably practicable. Given the fluid nature of Force Majeure events related to communicable diseases, this clause also applies if the Zoo determines that event venue capacity adjustments or other event changes are reasonably necessary for health-related reasons, and such changes materially impact the event.

*** Financials: Once a proposal has been accepted, 50% is due and the remaining 50% is due 21 days prior to the event with final count.

<u>Catering</u>: All verbal changes (additions/deletions) made to the menu the day of the event are contractually binding. Leftover food cannot be packaged and taken home. Events will be held rain or shine. Should it rain during an event, there are no rain checks or refunds.

All food and beverage for events must be supplied by ZooTampa at Lowry Park. Neither the customer, its guests, nor any attendees may bring food or beverage on premises. Removal of any food or beverage from the premises is prohibited.

All food and beverage prices will be subject to a 22% Management Charge and appropriate sales tax. If your group is tax exempt, you must provide in advance of the event the appropriate tax exemption forms.

Customer assumes full financial responsibility for repair or replacement of any ZooTampa at Lowry Park property damaged by the customer or its attendees.

Set menus are to be selected and detailed no less than two weeks prior to the date of your event. Menu changes requested less than two weeks prior to the event may (or may not) be accepted at the discretion of ZooTampa at Lowry Park.

Should the proper linen or napkin color not arrive for the event, ZooTampa at Lowry Park will provide a comparable color to the original.

Pricing: Due to fluctuations in costs, the quoted prices are subject to change without notice until a contract is signed. Once the contract is signed, prices are final. Food and beverage items cannot be contracted more than six (6) months from the event start date. All rental and catering fees are subject to then applicable sales tax, currently 7.5%.

All catered events are subject to a 22% Management Charge. This Management Charge is the sole property of the food/beverage service company or the venue owner, as applicable, is used to cover such party's costs and expenses in connection with the catered event (other than employee tips, gratuities, and wages), and is not charged in lieu of a

tip. The Management Charge is not a tip, gratuity, or service charge, nor is it purported to be a tip, gratuity, or service charge, for any wait staff employee, service employee, service bartender, or other employee, and no part of the Management Charge will be distributed (as a tip, gratuity, or otherwise) to any employee who provides service to guests.

Guidelines: The Key West Deck area, Manatee Building and Front Gate Courtyard are available for rentals before or after Zoo operating hours. Any set-up or decorating in these areas can begin only after the Zoo has closed. For the safety of our children attending Zoo School, the Lecture Hall and meeting rooms located in the Education Building are available before or after Zoo operating hours, and on weekends when classes are not in session. All Rental and Catering events will begin at the designated starting time shown on the contract. Early deliveries can be accommodated by making prior arrangements in writing with your Event Coordinator. For the safety of our animals, no balloons of any type are permitted on Zoo grounds. Unless the entire park is booked, all events booked on site are booked on a non-exclusive basis, meaning that the Zoo may be open to the general public during the event and other events may also be occurring simultaneous to this event.

Liability: ZooTampa at Lowry Park reserves the right to inspect and control all private events. The TLPZ reserves the right to approve any printed material that promotes or advertises the event the client is holding on ZooTampa at Lowry Park grounds. Liability for damage to the premises will be charged accordingly. ZooTampa at Lowry Park cannot assume responsibility for personal property and equipment brought into Zoo facilities. The rental client must provide a certificate of liability insurance with ZooTampa at Lowry Park named as an additional insured. In the event that the client cannot provide the certificate of insurance, the Zoo's insurance company will provide one for the client's event. There will be an additional cost involved for this service. The ZooTampa at Lowry Park reserves the right to control the sound level of an event. Should the Zoo Event Manager determine that music, etc. is too loud and needs to be turned down, the client agrees to abide by the decision of the Zoo duty person for that event.

IF THE INFORMATION IS CORRECT, PLEASE <u>INITIAL THE BOTTOM OF</u> EACH <u>PAGE, SIGN THE LAST PAGE</u>, AND RETURN ORIGINAL AGREEMENT WITH A 50% DEPOSIT AT TIME OF BOOKING THE EVENT. THE BALANCE IS DUE 10 DAYS PRIOR TO THE EVENT.

I AGREE THAT EVERYTHING STATED ABOVE IS CORRECT. I WILL ABIDE BY ALL OF THE CONDITIONS OUTLINED IN THIS RENTAL AGREEMENT. I UNDERSTAND THAT IF THERE ARE ANY CHANGES, I WILL NOTIFY THE ZOO AT LEAST 20 DAYS PRIOR TO THE EVENT. WITHOUT THIS PRIOR NOTIFICATION, NO REFUNDS OR CHANGES OF ANY KIND WILL BE MADE. I ALSO UNDERSTAND THAT IN CASE OF RAIN, NO REFUNDS OR RAIN CHECKS WILL BE ISSUED.

Senior Manager Private Events

Initials: SP

Signed: 2/28/2024 at 8:35 am

Client Signature

Printed Name: Leanne Rexford

Sales Director Signature

Printed Name: P Robertson Signed: 3/1/2024 at 10:23 am

P Robertson

Executive Team Signature

Printed Name: Cheryl Larsen

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3/4/24, 8:08 AM

Signed: 3/1/2024 at 10:19 am

Able Trust - Zoo Tampa at Lowry Park

Signed: 2/29/2024 at 8:32 am

Cheryl Larsen

Able Trust