



RENTAL POLICIES

1074 NW 3rd Avenue
Miami, FL 33136

Thank you for your interest in renting the Overtown Performing Arts Center ("OPAC").
Please take the time to read the following information.
If you have any questions, please call 305-679-6800

APPLICATION FOR USE

A completed application for use is required for consideration to use the facility. Facility rentals are based on a first-come, first-served basis.

ALCOHOLIC BEVERAGES:

BY LAW, NO ONE UNDER THE AGE OF 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. The OPAC staff may ask guests for identification to verify age. The OPAC staff reserves the right to ask the entire party to leave if a minor is consuming alcohol or an adult is providing alcohol to a minor. The renter shall ensure that no underage drinking is allowed. The OPAC and SEOPW CRA assumes no responsibility or liability for underage drinkers.

Alcoholic beverages may be served at the OPAC. If alcoholic beverages are served, the renter must provide a Certificate of Liability. A server, age 21 or older, must be provided by the renter.

EVENT RENTAL FEES:

The rental fees include use of the agreed upon location(s), basic utilities, tables and chairs, cleaning and one OPAC staff representative. Audiovisual equipment, security, and additional service staff are not included in rental fees.

EVENT START & END TIMES

Event, setup, breakdown and rehearsal start and end times must be approved at the time of completing the application. Times that exceed what was approved may be subject to additional fees. Early load-in may be arranged with the OPAC Manger.

FOOD:

If serving food, the responsible party/ or the caterer, must provide a current catering license to the SEOPW CRA. If a non-licensed caterer will be used, a Certificate of Liability Insurance is required.

FULL PAYMENT:

Full Payment must be paid 7 days prior to the event date along with the signed Use Agreement and Certificate of Liability Insurance (“Insurance”). Failure to make final payment and provide Insurance will result in event cancellation.

All payments must be paid in the form of a Money Order or Cashier’s Check to:

The City of Miami

All checks should be delivered to the SEOPW CRA located at:

The Historic Lyric Theater
819 NW 2nd Avenue, 3rd Floor
Miami, FL 33136

INSURANCE:

Companies authorized to do business in the state of Florida must be rated no less than “A-” and no less than “Class V” as to Financial Strength. Two Certificates of Liability Insurance is required. In the Certificate Holder section one must say “City of Miami” and second certificate say “SEOPW CRA”. In the Description of Operation section include “Certificate Holder is listed as additional insured primary and non-contributory endorsement applies”. If your event ends at midnight the policy expiration date must end the following day after the event for all coverages. Commercial General Liability the comprehensive limits for bodily injury/property damage liability, personal/adv. Injur., and products/Completed Operations the limits of liability are \$1 million for each occurrence and \$2 million aggregate for comprehensive limits.

Business Automobile liability (if applicable) \$300,000 per occurrence with combined single limit for bodily injury and property damage. It must include any auto owned autos, scheduled autos, including hired, borrowed, or non-owned autos. Workers Compensation (if applicable) \$100,000 each for bodily injury caused by accident (each accident), and for bodily injury caused by disease (each employee). In addition to \$500,000 for bodily injury caused by disease. It must be in accordance with Workers Compensation Law, Chapter 440, Florida Statutes, and all applicable federal laws.

If during the event alcohol is sold, used, or consumed, a host liquor liability MUST be added to the insurance or provided by your Catering Service. The limits of liability are \$1 million per occurrence and \$1 million aggregate for comprehensive limits of liability.

PARKING:

All vehicles must use metered or street parking. Valet services may be arranged through an outside vendor.

SECURITY DEPOSIT FEE:

A mandatory refundable Security Deposit in the amount of \$200.00 is required. The Security Deposit shall hold the event date and shall secure the renters obligation to repair any damage to the OPAC or SEOPW CRA property.

- **Holding the Event Date**

_____ o The Security Deposit shall hold the calendared date for the proposed event

_____ o Cancellations:

- In the event of a cancellation more than 7 days prior to the event date, the renter will receive a full refund of the Security Deposit paid. Renters will not receive back any refund of the Security Deposit if the event is cancelled less than 7 days to the event date. A cancellation notice must be submitted to the OPAC manager in writing via email.

- **Securing Renter’s Obligation to Repair any damage**

_____ o The renter is responsible to leave the OPAC and SEOPW CRA property in the original condition prior to the event. Examples of causes that would result in withholding return of the Security Deposit include:

- _____ ▪ Items that are owned by the OPAC and SEOPWCRA that are broken and lost
- _____ ▪ Cleaning costs that exceed the allowable amount
- _____ ▪ Facility is not vacated at the time indicated on the Use Agreement

Signature

Date

SET-UP:

A event staff member will open the OPAC at the time you specify and arrange the tables and chairs as you have directed (We must have your directions as to how you would like the room set up at least one week prior to your event date).

SECURITY ASSESSMENT:

Additionally, the renter may be required to hire an off-duty City of Miami Police Officer or a certified security firm based on:

- The use of the facility/the activities to occur at the event whether alcohol is served and any factors
- Anticipated duration of the event including set -up and take-down time
- Number of people anticipated to be in attendance.