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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM Agenda Item No. 5(A)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 2, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution authorizing a waiver of facility rental fees for the use of Vizcaya Museum and Gardens for the November 29, 2008 "24th Annual White Party"

Resolution No. R-1285-08

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

RESO\2078

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MEMORANDUM

(Revised)

TO: Honorable Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: December 2, 2008

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(A)
12-2-08

RESOLUTION NO. **R-1285-08**

RESOLUTION AUTHORIZING A WAIVER OF FACILITY RENTAL FEES FOR THE USE OF VIZCAYA MUSEUM AND GARDENS FOR THE NOVEMBER 29, 2008 "24TH ANNUAL WHITE PARTY" SPONSORED BY COMMUNITY AIDS RESOURCE, INC., A NOT-FOR-PROFIT ORGANIZATION, IN AN AMOUNT NOT TO EXCEED $18,750.00 TO BE FUNDED FROM THE COUNTYWIDE IN-KIND RESERVE FUND

WHEREAS, the Community AIDS Resource, Inc. has requested a fee waiver from Vizcaya Museum and Gardens for the November 29, 2008 "24th Annual White Party" in an amount not to exceed $18,750.00 (see attached Fee Waiver/In-kind Service Application); and

WHEREAS, the purpose of the "24th Annual White Party" is to raise funds for Community AIDS Resource, Inc. which provides free services for clients living with HIV/AIDS in both Miami-Dade and Broward Counties; and

WHEREAS, the Community AIDS Resource, Inc. is a not-for-profit organization; and

WHEREAS, the "24th Annual White Party" is a special event, as that term is defined on the attached Fee Waiver/In-kind Service Application, and the fee waiver shall be funded from the Countywide In-kind Reserve Fund,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes a fee waiver from Vizcaya Museum and Gardens for the November 29, 2008 "24th Annual White Party" in an amount not to exceed $18,750.00 to be funded from the Countywide In-kind Reserve Fund.

The Prime Sponsor of the foregoing resolution is Chairman Bruno A. Barreiro. It was offered by Commissioner **Bruno A. Barreiro**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**absent**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GKS

Gerald Sanchez

Vizcaya
11/29 - $18,750

MIAMI-DADE COUNTY
FEE WAIVER/IN-KIND SERVICES APPLICATION

COUNTY FEE WAIVERS OR IN-KIND SERVICES REQUESTED THROUGH THIS PROCESS ARE NOT EFFECTIVE UNTIL APPROVED BY ACTION OF THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO THE MIAMI-DADE COUNTY HOME RULE CHARTER

Please complete the following form and submit completed form along with requested materials, if applicable, to:

Delores Green
Office of Strategic Business Management
111 N.W. 1st Street, Suite 2200
Miami, FL 33128

Phone: (305) 375-5143
Fax: (305) 375-5168

Type of Event/Application (select one of the following):

- ☐ District Event - Event of minimal impact related to specific commission district (Complete questions 1-7, sign and date; copy will be submitted to the appropriate District Commissioner within two days of receipt of application.)
- ☐ Small Event - Event of minimal impact not necessarily related to a specific commission district. (Complete questions 1-7, sign and date.)
- ☒ Special Event - Event with expected attendance of less than 5,000 with localized impact limited to an individual community or municipality (Complete questions 1-12, sign, date and submit form no later than 60 days prior to event date.)
- ☐ Major Event - Large Event with expected attendance of over 5,000 or significant probability of protests, controversy, violence or vandalism (Complete questions 1-12, sign, date and submit form no later than 120 days prior to event date.)

Note: Event budget must be included for "Special" and "Major" event types.

1. Full legal name of the requesting organization: Community AIDS Resource Inc d.b.a. / Care Resource

2. Applicant Status: (Select one of the choices below)

   - ☒ Not-For-Profit or Tax Exempt
   - ☐ For-Profit
   - ☐ Local Government or Public Entity
   - ☐ Other (specify): _____

3. Name and contact information for single point of contact (address, phone, fax, e-mail address, etc.):

   Wade B Patterson, Director of Finance and Information Services
   Care Resource, 3510 Biscayne Boulevard, Suite 300, Miami, Florida 33137
   Tel (305) 576-1234 Ext 202 Fax (305) 571-2020 Email wpatterson@careresource.org

4. Specify fee waiver or in-kind service requested (quantify, if applicable): To reduce the per person fees charged at the Vizcaya Museum and Gardens for the annual White Party fundraiser from $25 to $15 per person (see attached facilities rental agreement) This would reduce our costs from $46,875.00 to $28,125.00, a savings of $18,750.00 that can be extend services and programs provided to the community.

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Barrato
(5)

5. Name, date of event, description, and purpose of the event (if event is a fund-raiser, define the beneficiaries):

The White Party, now celebrating it's 24th year, is an annual event that takes place November 29th, 2008 and benefits Community AIDS Resource, d.b.a. / Care Resource, a 501[c](3) non-profit, multi-cultural community based AIDS service organization serving free of charge over 8,000 clients annually, who are pre-dominantly low-income minorities living with HIV/AIDS in both Miami-Dade and Broward Counties. The agency mission statement, "Through education, prevention, research, care & treatment, and support service, Care Resource improves upon the health and overall quality of life of our diverse South Florida Communities in need".

6. Please select ALL that apply to event:

- ☒ Economic Development: Event supports vitality or growth of the local economy
- ☒ Youth/Education: Event benefits youth of any age and/or offers educational benefits
- ☒ Health and Social Services: Event supports health-related causes and/or social programs or institutions that improve quality of life within the community
- ☒ Arts and Culture: Event supports music, theatre, literature, art or culture
- ☐ Environmental: Event benefits environmental concerns or promotes conservation
- ☐ Sports and Athletics: Event supports/promotes organized sports or recreational participation

7. Physical address of event venues (please specify Commission District(s)):

Vizcaya Museum and Gardens, 3251 South Miami Avenue, Miami, Florida 33129 (District 5)

8. Description of regional or local impact: The White Party at Villa Vizcaya Museum and Gardens is part of the annual week of events known as the White Party Week, now celebrating it's 24th Anniversary; a series of events that attract thousands of visitors nationally & internationally. Care Resource works with local businesses including hotels, restaurants, vendors, venues, D.J.'s, entertainers, and community based organizations who provide services and volunteers, to produce one of the oldest, largest, and most media covered HIV/AIDS fundraisers in the world. Care Resource also works with both the Miami Beach Visitor and Convention Authority and the Miami-Dade Department of Cultural Affairs in promoting Miami-Dade County and Miami Beach during a six month international advertising campaign, garnering over 9 million print and web based impressions. All Funds raised during the White Party Week of events helps to support Care Resource and the services we provide to the community free of charge.

9 Daily/hourly event schedule, including set-up and breakdown schedule (attach event calendar, if applicable): Set-up begins at noon to accept vendor hired deliveries, set-up on property begins 3:00pm on East Terrace, 4:00pm on South Terrace and Casino Mound, 5:15pm inside house. Earlier times have been requested from venue to accommodate stage, lighting and sound crew for safety reasons. Event opens to public at 6:30pm and closes at 11:30pm. Breakdown and clean-up of venue is from 11:30pm – 2:00am. Venue is returned to original condition by opening hours the following day. (see attached event itinerary for a complete listing and time-line of venue for 2007 event. 2008 time-line TBA.

10. Detailed description of event venues (map or schematic of event venues, access points, surrounding roadways and traffic flow diagrams, if applicable): (see attached site plan) City of Miami Police Off Duty or Metro-Dade County Police Off Duty are hired to assist in control of local traffic and neighborhood parking enforcement. Parking for vehicles is available at venue location and at the Miami Museum of Science and Planetaruim. Shuttle busses are hired to transport attendees from host hotel to venue and return to alleviate traffic to venue.

11. Expected number of participants and estimated attendance (per day, if applicable): 2000

12. Itemized budget, including total event budget, total budget of host organization, if applicable, and total commitment of resources (attach additional pages as needed): (see attached proposed event budget)

I hereby certify that all the statements made in this application are true and correct.

Wade Patterson
Signature of Authorized Representative

9/25/08
Date

Care Resource
Proposed Budget for 2008 White Party at Vizcaya

TOTAL GROSS REVENUE		245,000
Expenses:		
Advertising:		10,000
Bank Charges:		0
Web Site Maintenace		0
5110 Delivery/Freight		30
5160 Food & Beverage:		
Food		1,500
Ice		1,250
5190 Insurance		1,589
5210 License/Permits		25
Parking		50
Supplies		100
Postage		0
Printing		620
Bus Rental		1,800
Entertainment		
DJ		4,000
Clebrity Star		30,000
Booking Fee		2,000
Dancers/Perf Artist		2,000
Professional Services:		
Security		3,300
Cleaning		3,850
Decorations/Supplies		
Décor		5,000
Flowers		200
Paper Goods		1,000
5512 Equipment Rental:		
Sound/Staging/Lighting		33,000
Tents/Tables/Chairs		2,000
Toilets		1,000
Event Tickets		2,500
Travel:		
Airfare		5,000
Hotel		500
Car		500
Utilities:		
Trash		900
Electric		400
Venue Rental	12	61,730
TOTAL EXPENSES		**175,844**
PROJECTED NET INCOME		**69,156**

Internal Revenue Service

Date: August 20, 2007

COMMUNITY AIDS RESOURCE INC
3510 BISCAYNE BLVD STE 300
MIAMI FL 33137-3840 990

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Laura A. Botkin 17-57017
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
59-2564198

Dear Sir or Madam:

This is in response to your request of August 20, 2007, regarding your organization's tax-exempt status.

In September 1985 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Non Profit Corporation

COMMUNITY AIDS RESOURCE, INC.

Filing Information

Document Number	770747
FEI Number	592564198
Date Filed	10/14/1983
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER NAME CHANGE
Event Date Filed	07/01/1998
Event Effective Date	NONE

Principal Address

3510 BISCAYNE BLVD.
SUITE 300
MIAMI FL 33137 US

Changed 08/26/2003

Mailing Address

3510 BISCAYNE BLVD.
SUITE 300
MIAMI FL 33137 US

Changed 02/21/2008

Registered Agent Name & Address

BLUM, SAMUEL, ESQ.
2951 S. BAYSHORE DR. #811
MIAMI FL 33133 US

Name Changed: 04/21/1986

Address Changed: 04/21/1986

Officer/Director Detail

Name & Address

Title TD

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CORBETT, RUSSELL
1780 N.E. 137 TERRACE
NORTH MIAMI FL 33181

Title PD

HOLMES, DOROTHY PH.D.
10430 SW 183RD ST
MIAMI FL 33157

Title VD

GARY, LORRAINE
492 NW 165 ST RD #C-308
NORTH MIAMI BEACH FL 33169

Title MD

SICLARI, RICHARD JR.
3510 BISCAYNE BLVD., SUITE 300
MIAMI FL 33137 US

Title S

FALCON, DAN
915 NW 1 AVE #H1005
MIAMI FL 33136 US

Annual Reports

Report Year	Filed Date
2006	01/03/2006
2007	03/21/2007
2008	02/21/2008

Document Images

02/21/2008 -- ANNUAL REPORT	View image in PDF format
03/21/2007 -- ANNUAL REPORT	View image in PDF format
01/03/2006 -- ANNUAL REPORT	View image in PDF format
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01/22/2001 -- ANNUAL REPORT	View image in PDF format
01/19/2000 -- ANNUAL REPORT	View image in PDF format
03/25/1999 -- ANNUAL REPORT	View image in PDF format
07/01/1998 -- Merger	View image in PDF format
03/19/1998 -- ANNUAL REPORT	View image in PDF format
04/08/1997 -- ANNUAL REPORT	View image in PDF format
05/23/1996 -- ANNUAL REPORT	View image in PDF format

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Note: This is not official record. See documents if question or conflict.

Previous on List Next on List Return To List

Events Name History

Entity Name

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WHITE PARTY AT VIZCAYA
NOVEMBER 24, 2007

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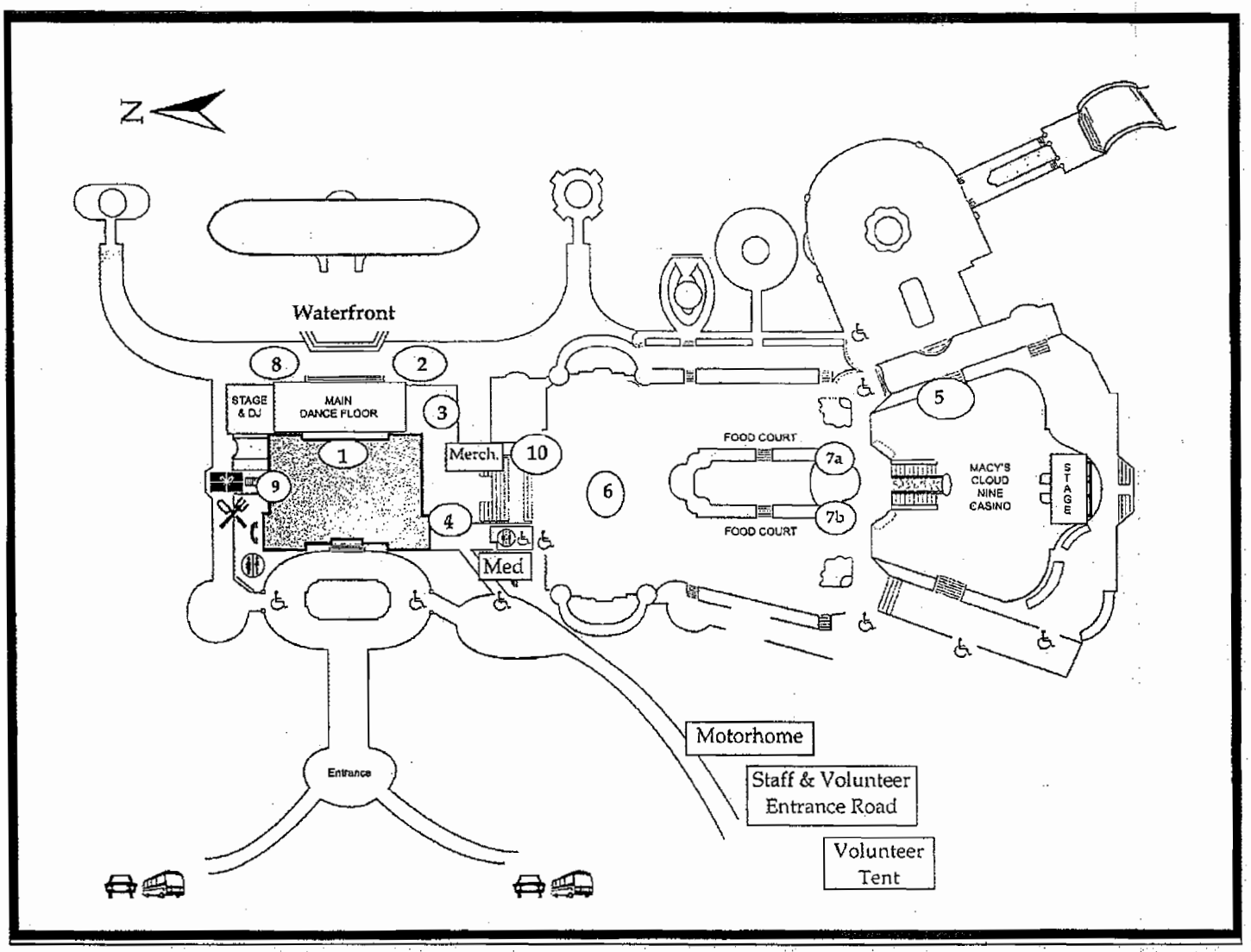

Vizcaya Bar Locations

Bar Location
VIP Room-**Tommy Bahama Rum**
South Yacht Landing-**HALO**
East Terrace-**Twist**
South Terrace-**SCORE**
Macy's Casino-**Uncle's**
East Area-**Bill's/Georgie's**
Stairway-**Barefoot Wines**
Snow Queen Vodka
Living Display-**Snow Queen**
Red Bull

THE WHITE PARTY™

benefiting:

care | resource

Your One Source

VIZCAYA'S SIGNIFICANCE AND COMMITMENT TO PRESERVE THIS UNIQUE LANDMARK

Thank you for deciding to hold your event at Vizcaya Museum and Gardens. Vizcaya is a cultural treasure, which was designated a National Historic Landmark by the United States government in recognition of its importance to the history of our nation. Only 3% of all properties on the United States National Register of Historic Places are honored as National Historic Landmarks. Miami-Dade County preserves Vizcaya to engage our community in learning through the arts, history, and the environment. Vizcaya is a fragile place filled with irreplaceable antiquities; and unlike most other venues, its walls, its floors, and its doors are all historic, one-of-a-kind objects or antique finishes. In agreeing to share Vizcaya with you and your guests for a special evening, we ask that you acknowledge the historic importance of Vizcaya and commit to doing everything in your power to support our mission to preserve Vizcaya during your event. Thank you!

I understand Vizcaya historic significance and commit to supporting the preservation of this unique landmark.

X RICK SICLARI
Print Name

X 02-120108
Date

X
Signature

FACILITY RENTAL RULES & REGULATIONS

Reservation and Payment

1. Permittee shall at all times herein be defined as the party holding the event at Vizcaya Museum and Gardens ("Vizcaya"). A rental deposit of $5,000 is due from Permittee two weeks after Permittee requests the event date. If payment is not received within the two-week period, Vizcaya will automatically remove the Permittee's reservation from the calendar. **The $5,000 deposit consists of $2,500 that is non-refundable and will be applied toward the payment for the event, and $2,500 that constitutes a security deposit that is refundable as per the terms of this agreement.**
2. Permittee must pay the outstanding balance for the event at least **45 days prior to the event**; payment must be accompanied by a signed executed copy of this rental permit application. In addition, Permittee must provide all vendor and subcontractor names and phone numbers, tent sizes, etc. Reservations made within 45 days of the event must be paid in full at the time the contract is executed. Any payments made within 45 days prior to the event must be made in the form of cashier's check or wire transfer. Make all payments to: "Vizcaya Museum and Gardens." Vizcaya reserves the right to retain deposit and cancel any events that have unpaid balances 45 days prior to the event date.

X

3. **Cancellations made for any reason, other than a hurricane watch or warning as described below, following the payment of the deposit, will result in Permittee's forfeiture of the $2,500 non-refundable deposit. For cancellations made within 30 days of the event date, for any reason other than hurricane watch or warning as described below, Permittee is financially responsible for total amount of rental fee.**
4. The Permittee will be invoiced and is responsible for payment of any undercharge. Overcharges will be refunded upon written request from Permittee. Vizcaya security will take a headcount at the event and Permittee or host will sign and approve said headcount. If the Permittee does not agree with Vizcaya's headcount, Permittee must state the disagreement on the headcount form prior to the conclusion of the event; failure to do so will constitute forfeiture of right to appeal headcount.
5. Maximum total event attendance may not exceed 2000 people, including all staff and volunteers of Permittee.

Wedding Rehearsals

6. All Wedding rehearsals shall be scheduled with the Events Director. Rehearsals in the Garden must conclude by 5:30 p.m. Rehearsals inside the House are scheduled only from 4:30 p.m. to 5:00 p.m.

Vendors/Subcontractors

7. Permittee is responsible for the actions of all subcontractors and/or vendors, which may include but are not limited to party planners, entertainers, florists, caterers, musicians, etc. Permittee is responsible for ensuring that all subcontractors and vendors are aware of Vizcaya's historic significance and of these Rules and Regulations.

Event Set Up

8. Vizcaya Museum and Gardens is a public museum during daytime hours and Permittee acknowledges that visitors expect a memorable cultural experience at Vizcaya. As such, Permittee agrees to minimize to the fullest extent possible the negative impact of event set up in the Service Area, the gardens and terraces, and the Main House in respect of Vizcaya's daytime visitors.
9. Permittee is responsible for ensuring that its subcontractors and/or vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Failure to notify Events Director of electrical requirements may result in inadequate power or power failure.
10. Permittee or caterer must accept deliveries. Vizcaya staff will not accept or sign for deliveries.
11. Rental equipment may be delivered/set up in the Service Area no earlier than Noon. Deliveries/set up may begin on the East Terrace at 3:00 p.m. Deliveries/set up may begin in Gardens, South Terrace and Mound at 4:00 p.m. Deliveries/set up inside the House may begin at 5:15 p.m. There will be no exceptions to these times.
12. Tents placed on the Upper East Terrace are secured through Vizcaya and must be ordered and paid for a minimum of 30 days in advance of event. Stakes may not be used to secure tenting. Tenting may be secured with water barrels or concrete blocks. Tenting on the south terrace is not permitted.

Facilities

13. Vizcaya provides only the site. The Permittee shall provide all services such as catering, rental tables, chairs, etc.
14. Vizcaya's restrooms are the only dressing facilities available.

X

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15. If contractually agreed upon and paid for prior to the event, Vizcaya's historic rooms may be opened for the viewing enjoyment of your guests during the evening (see fee schedule). Historic rooms may not be used for events, food and beverages may not be introduced to them, and access is not permitted beyond regular tour barriers under any circumstances.

16. Legal occupancy within the Main House is 400 people, including all staff and volunteers of Vizcaya and Permittee. Vizcaya staff will prevent additional entry into the house if legal occupancy limits have been met. Determination of whether occupancy is at its limit will be at the sole discretion of Vizcaya staff. Given this rule, Permittee is encouraged to rent a tent for all events over 400 people if they wish to ensure that their guests will have access to a covered area in the event of inclement weather.

17. Given the limited capacity of Vizcaya's restrooms, Permittee with events over 500 guests is encouraged, but not required, to rent portable sanitation units for the comfort of their guests. Permittee with over 1000 guests is required to rent portable sanitation units for the well-being of their guests and to diminish the likelihood of damage to the property.Portable sanitation units must be secured and paid for by the Permittee. The Events Director must be notified prior to the event if sanitation units will be used during the event. The Events Director will determine the location of any sanitation facilities on Vizcaya property.

Parking

18. Parking in the Service Area is only for catering vehicles essential to the event. Vehicles must not park in the reserved spaces Mondays through Fridays until after 5:00 p.m. The Service Road and circle must remain clear for emergency vehicles at all times. Vehicles must not block fire hydrants, disabled parking spaces, ramps or paths. Vehicles and tents placed in the Service Area must be placed in such a way as to allow full, safe access to restrooms. Permittee and subcontractors/vendors shall adhere to traffic directions given by Vizcaya staff. Improperly parked vehicles may be towed at owners' expense.

19. Vizcaya's parking lot can accommodate up to 125 vehicles. Additional parking arrangements across South Miami Avenue must be made through the Events Director.

20. Vizcaya will retain, at sole cost to Permittee, police officers required by Vizcaya to provide traffic control and ensure orderliness of event. Unless Permittee's guests are arriving by bus, all events with more than 300 guests shall require 3 police officers to facilitate parking and traffic control. All events with more than 600 guests, regardless of method of arrival, shall require 5 police officers. For each 100 guests over the first 600 guests, an additional police officer will be required. Based on the complexity of an event, Vizcaya staff may require additional police officers at its discretion.

21. Drivers of large vehicles should be advised that Vizcaya's entrance road is narrow and lined with irreplaceable historic statuary, so slow and cautious driving is required. Vehicles are not allowed on any part of the entrance walkway, the area from Ticket Booth to the front door of the Main House.

22. The Events Director must be advised when valet parking or charter bus arrival has been arranged. Parking attendants and drivers must park cars/buses so they do not block Vizcaya's entrance or exit for emergency vehicles.

Time Restrictions

23. Music and beverage service must conclude at least 15 minutes prior to an event's ending time.

24. Events must conclude by 11:00 p.m., unless additional hours are agreed to contractually (see fee schedule). Under no circumstances may an event continue past 1:00 a.m.

Fundraising

25. The Events Director must approve any auction, sale, games of chance, or other such fundraising ventures.

Alcohol Use

26. If liquor is sold, an appropriate liquor license must be obtained by Permittee and displayed at event. Prior to the event, Permittee must provide the Events Director with a copy of the liquor license. Alcoholic beverages shall not be consumed by anyone less than 21 years of age as this is strictly prohibited and criminally penalized under Florida Statute 775.082-083 as a misdemeanor of the second degree. Violation of this term shall be grounds for immediate termination of this Permit.
27. As per Florida Statute 562.14, no alcoholic beverages may be sold or served after midnight unless a specific license to do so has been obtained. If the Permittee wishes to sell or serve alcoholic beverages after midnight, prior to the event, Permittee must provide the Events Director with a copy of this special license. Failure to comply is a misdemeanor of the second degree.
28. For the safety of your guests and the protection of Vizcaya's property, Permittee is responsible for requesting that anyone serving alcoholic beverages desist from doing so to intoxicated guests.

Limitations on Music and Other Forms of Noise

29. Vizcaya is located near residential neighborhoods, a school, and a hospital, all of which are susceptible to noise from events. We pride ourselves on being good neighbors. In addition, County Code, City ordinances, and the common law of Florida subject Vizcaya to fines and damages if noise and music from our property interfere with our neighbors' reasonable use and enjoyment of their property. Accordingly, by signing this agreement, the Permittee agrees (1) to abide by all County and City noise ordinances and (2) to prevent Permittee's use of Vizcaya and any action related to its use from being the basis in whole or in part of a successful nuisance action against Vizcaya.
30. Among other things, the Permittee agrees that any noise and music resulting from its event at Vizcaya will be sufficiently low after 11:00 p.m. that such noise and music will not be audible outside the Vizcaya property.
31. Permittee agrees that it will be liable for the full payment to Vizcaya for any fines, penalties, or damages entered against Vizcaya by a court of law based in whole or in part upon Permittee's use of Vizcaya or violation of this agreement. In addition, Permittee agrees to reimburse Vizcaya for the full amount of its attorney's fees and costs incurred in defending Vizcaya in any action that results in a judicial or administrative levy of such fines, penalties, or damages against Vizcaya.

Restrictions and Prohibited Items

32. To protect the property, the use of balloons and the throwing of rice, confetti, glitter, or birdseed, or other small particles is not permitted. Limited use of smokeless, dripless candles is permitted in approved areas. Painting/spray paint is not permitted on the property.

X

33. Because Vizcaya is a National Historic Landmark and an accredited museum, smoking is not permitted in the Main House, including the Courtyard. Fireworks or open flames (tiki torches) are not permitted on any part of Vizcaya property.
34. Dancing and/or band set up and chairs for seating are not permitted on marble floors (Entrance Loggia, Tea Room, East Loggia). Any items placed on marble floors must have rubber or other type of protective base.
35. Food, beverages and other objects must not be placed on Vizcaya items such as furniture, vases, urns and marble shelves in Tea Room. Hot foods and/or beverages may not be set up in the Tea Room. Cooking/stir-fry is not permitted inside the House. Red wine may not be served inside the house.
36. Boats are not permitted to dock at Vizcaya.
37. Nothing may be attached or anchored in any way to any part of Vizcaya including balustrades, urns, statues or decorative wrought iron. Additional lighting is not permitted inside the House.
38. Art objects and display items must not be moved. The wrought iron furniture in the Courtyard is moved/removed only by Vizcaya staff and only by request prior to the event date.
39. Only service animals for persons with disabilities are permitted on Vizcaya property. Horse and carriage are not permitted on Vizcaya property.
40. Vizcaya's gardens are historic and important to the integrity of the property. Nothing may be set up on the grass anywhere on the property. Failure to adhere to this rule may result in fines, suspension of privilege of working at Vizcaya, or a loss of the security deposit.
41. There is no access to the Stone Barge. There is no access down the North Road. Café and pool areas are off-limits and prohibited to Permittee use. Tables and chairs may not be moved from those areas. Fines may be assessed against Permittee if tables and chairs are moved/removed from those areas.

Prohibition on Fireworks in Association with Events at Vizcaya Museum and Gardens

42. The Permittee expressly agrees that no fireworks will occur related to the event for which Vizcaya Museum and Gardens, or any part thereof, is rented. This prohibition includes fireworks on Vizcaya property, on Biscayne Bay, or on any point of land or water visible from Vizcaya Museum and Gardens. The duration of this prohibition extends from one hour before and one hour after the hours that the facility is rented. By signing this agreement, the Permittee agrees to undertake the responsibility to ensure that no such fireworks displays occur at his or her instigation, by the instigation of anyone acting on his or her behalf, by anyone acting for his or her benefit. This regulation is based upon complaints from neighbors about the noise and light from fireworks associated with events at Vizcaya.
43. The Permittee further agrees that a breach of this prohibition may result in monetary damages to the Vizcaya Trust and that the amount of such monetary damages would be difficult and expensive to ascertain. Accordingly, the Permittee agrees that in the event of a breach of this provision, Vizcaya Museum and Gardens will be entitled to liquidated damages in the amount of $5,000. Vizcaya Museum and Gardens may collect all or in part of these damages from the security deposit and sue for the remainder, if any. In addition it is agreed that Vizcaya Museum and Gardens will be entitled to be paid its costs and attorneys fees by the renter in any action brought by Vizcaya or Miami-Dade County in which the court determines that a breach of this provision occurred, whether or not damages are actually awarded; and in any action in which the Vizcaya or Miami-Dade County successfully defend all or part of this fireworks prohibition against any legal challenge brought by the Permittee or any party representing the Permittee or suing in the Permittee's behalf.

Event Clean Up and Breakdown

44. Permittee is responsible for all event clean up. Permittee is responsible for ensuring that their contracted caterer is aware of all catering rules and clean up responsibilities. If caterer cannot, for any reason, provide full clean up, Permittee is responsible for contracting a clean up service. When Permittee caters his or her own event, Permittee assumes the responsibility of the caterer. Caterer is responsible for clean up during and after the event. When caterer leaves Vizcaya, the facility should look as it did when caterer arrived. Vizcaya does not provide after-party clean up service. Failure to adhere to clean up rules may result in fines, suspension of caterer's privilege of working at Vizcaya, and/or a loss of the security deposit. Any labor required by Vizcaya personnel to clean the event site will be done so at an additional charge of $200 per hour.

45. Events larger than 100 guests require a professional cleaning crew secured and paid for by the Permittee; in addition, the cleaning crew is required to staff the restrooms during the event.

46. Events larger than 750 guests require one (1) additional dumpster. Events larger than 1,500 guests require two (2) additional dumpsters. Payment for the dumpsters will be made by the Permittee to Vizcaya with the final payment. These rules already provide substantial leeway and no exceptions can be made once the levels of 750 and 1,500 are reached.

47. Trash cans and liners are provided in the Service Area. Permittee or Caterer must place them on grounds where needed, empty trash from cans, replace liners throughout the event, and return cans to the Service Area at the end of the event.

48. Drinks, ice, water, or oil may not be dumped on the grounds. Cooking oil must be placed in the oil drums provided in the Service Area. Failure to adhere to this rule will result in fines, suspension of privilege of working at Vizcaya, and/or loss of the security deposit.

49. After the event, all items must be removed from public areas and returned to the Service Area where they can be stacked under the catering tent. All items placed on Vizcaya property for special events (tables, chairs, decorations, staging) must be removed prior to 8:00 a.m. the following morning to ensure that Vizcaya is able to open for its visitors shortly thereafter. Same evening pick up/removal of items is recommended. Vizcaya will not be responsible for items left on the property.

Building Condition and Appearance

50. To ensure the preservation of Vizcaya and its collections for future generations, restoration is an ongoing process at Vizcaya Museum and Gardens and may affect premises. Visible alterations may include scaffolding; areas closed off for safety, visible materials and/or equipment; disassembled or removed artworks or historic features. While Vizcaya will endeavor to keep the premises clean and attractive for all visitors and clients during restoration, the museum cannot accept liability for Vizcaya's appearance due to restoration work. Staff will endeavor to inform the client in advance if any restoration work is scheduled to occur in areas on or near the planned event site. Restoration work is a responsibility and priority of those who oversee Vizcaya, and will not rescheduled or delayed for the convenience of clients.

51. From approximately June 1st through November 30th each year, Vizcaya may have hurricane preparation items, such as hurricane shutters, in place on, around and in Vizcaya. It is expressly understood there will be no liability for

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Vizcaya's appearance when hurricane preparation items are visible to the Permittee and their guests. There is no guarantee that Vizcaya will remove any hurricane preparation items between June 1st and November 30th each year.

52. Permittee agrees to accept the event site in "as-is" condition. By executing this Permit, Permittee shall be deemed to have accepted the event site in acceptable order, condition and repair.

Property Damage and Repairs

53. Any Vizcaya property, which is broken or damaged during Permittee's event, will be subject to repair at the sole cost to the Permittee. Where necessary, the security deposit will fund repairs to broken or damaged property.

54. Vizcaya reserves the right to collect from Permittee any charges and/or damages not covered by the security deposit.

Inclement Weather

55. At no time shall Vizcaya be responsible or liable for inclement or bad weather that may in any way affect Permittee's events at Vizcaya. **If a hurricane watch or warning is placed on Miami-Dade County, Vizcaya Museum and Gardens will close to the public to continue preparing the facility for the approaching storm. Events scheduled for evenings in which a watch or warning is placed on Miami-Dade County will be cancelled.** The Permittee may select an alternate available date on which to have their event at Vizcaya. Additional charges will not apply. If the Permittee chooses to fully cancel their event at Vizcaya due to the closing of Vizcaya by a hurricane watch or warning, a refund of monies paid by the Permittee will be granted upon written notification of cancellation by Permittee to Vizcaya. Vizcaya will in no way be responsible for any consequential damages resulting from a closure due to inclement weather, a hurricane warning, or watch.

Additional Terms and Conditions

56. Permittee agrees to adhere to all instructions of Vizcaya staff and/or Security Officers.

57. Permittee agrees to abide by all federal, state, and local laws.

58. Vizcaya reserves the right to remove from premises any person(s) behaving in a manner considered to be potentially harmful or detrimental to Vizcaya and/or other event guests.

59. Vizcaya reserves the right to cancel this Permit at any time, with or without notice, in the event that any term, condition, or promise in this Permit has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing and Vizcaya will not be responsible for any consequential damages. Vizcaya also reserves the right to cancel this Permit in the interest of public safety or in the event of an emergency. Vizcaya will in no way be responsible for any consequential damages resulting from a closure decision due to an emergency or a closure decision made in the interest of public safety.

60. Permittee shall indemnify and hold harmless Vizcaya and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, subcontractors, or vendors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

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VIZCAYA MUSEUM AND GARDENS
RENTAL PERMIT APPLICATION

Application Date	21-Sep-07	**Event Date**	29-Nov-08
Name (Permittee)	Mr. Rick Siclari		
Organization	Care Resource		
Address	3510 Biscayne Blvd., Suite 300, Miami Florida, 33137		
Phone	305 576-1234	Alt Phone/Fax	305 571-2028
Type of Event	White Party/NonProfit Event	Location	Museum and Gardens
Estimated Attendance	2000	Hours:	6:30p.m.- 12:00a.m.
Professional Party Planner		Phone	
Caterer		Phone	
Florist		Phone	
Musicians		Phone	
Rental Equipment		Phone	
Cleaning Company	Clean up Crew must be secured. Cost not included in breakdown.		
Other Contracted Assistance	**Clean up crew must be secured by Permittee.**		
Certificate of Insurance	REQUIRED. See Rental Guide/Rules.		
Tent(s) Suggested	Tenting, if any, must be ordered through Vizcaya and payment made no later than:		
Police Services	REQUIRED. See Rental Guide/Rules. ADDITIONAL SECURITY COMPANY REQUIRED MUST BE SECURED BY PERMITTEE. COST NOT INCLUDED IN COST BREAKDOWN.		
Speical Information	Events may mc Set up may not begin inside house until after 5:15 p.m.		

SCHEDULE OF CHARGES

				Projected Rental Costs	
Basic Rental Fee				12,500.00	
Additional per person	1875	X	25.00	46,875.00	
Additional hours	1		750.00	750.00	
7% Sales Tax	MUST SUPPLY TAX EXEMPT CERTIFICATE			0,	
Decorated Rooms/Hours incl.Tax				0.00	
Facility Rental Total				60,125.00	
Tent (includes marquee, lights & tax)	33			0.00	
Police	Required Police Cost Be Determined			0.00	
Dumpster	2	X		963.00	
Electrican				642.00	
GRAND TOTAL				**$61,730.00**	
Minus (-) Deposit Amount				2,500.00	
Balance Due	14-Oct-08			$59,230.00	

*Deposit	2,500.00
*Required Security Fee	2,500.00
Total amount due when signing and remitting Permit	$5,000.00

Adrienne Kaiser, Vizcaya Museum & Garden
3251 South Miami Avenue, Miami FL 33129

Detach Vizcaya Rental Rules and Regulations for your records. By signing this permit you acknowledge that you have read and understand the Vizcaya Rental Rules and Regulations.

X _____
Signature

X RICK SICLARI
Print Name

*Security deposit of $2,500.00 may be refunded upon reconciliation of this account at the conclusion of the event.

Payments are non-transferable/non-refundable

Additional information
Email.adrienne.kaiser@vizcayamuseum.org
(305) 860-8448

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Date: December 2, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Countywide In-Kind Reserve Request Recommendation

The Office of Strategic Business Management (OSBM) has reviewed the attached in-kind request and recommends for the item to move forward to the Board of County Commissioners for consideration. The countywide in-kind reserve balance allows for the funding of this request.

Background

A waiver for in-kind services has been requested by a not-for-profit organization Community AIDS Resource, Inc. d/b/a Care Resource, Inc. for their "24th Annual White Party" scheduled for November 29, 2008.

In-kind services have been requested in an amount not to exceed $18,750 to offset the per person fee charged at Vizcaya Museum and Gardens. This event will be funded from the countywide in-kind reserve fund.

In FY 2008-09, Community AIDS Resource, Inc. has received $72,250 from the General Fund.

Inkind0909