



We are here to assist you in securing a breathtaking peaceful venue for weddings, corporate functions, and other private events, from intimate parties to grand galas. The following guidelines below ensure a successful event.

## **FACILITY RENTAL RULES & REGULATIONS AGREEMENT**

### **Reservation and Payment**

Permittee shall at all times herein be defined as the party holding the event at ABLE LLC d/b/a Villa Toscana ("Villa Toscana") at 27550 SW 222 Ave, Miami, FL 33031. All rentals are subject to prior written approval from the Manager of Villa Toscana.

### **Discounted Rates and Packages (*Rates Subject to Change*):**

#### **BASIC EVENT PACKAGE: \$3,700**

Includes:

- 7 hours of scheduled event time from 4pm to 11pm. Access to the property from 11am to 12pm. Breakdown by 1 am. Early access may be granted based on availability.
- The use of the entire outdoor property spaces with The Romantic Bridal, The Stunning Safari, and the Tropical Bungalow Suites as well as the luxury cabana bathroom. (2 Master Bedroom Suites with private bathrooms and 1 additional suite with 1 common area bathroom).
- The inside common areas (entrance, living room, kitchen and dining areas) are available for main events with advance notice request for up to 80 guests.
- On-Site Staff Assistance including bathroom attendant(s) and on-site manager during regular event hours.

#### **DELUXE EVENT PACKAGE: \$5,700**

Includes all items of the Basic Event Package, plus overnight use of the 9 suites of the main property. Check-Out time is 11 am.

- **Additional Fees** (Additional hours and fees are paid in advance)
  - \$1,800 per additional weekday (Monday - Thursday) nights added to Deluxe Events Package.
  - \$2,900 per additional weekend (Friday, Saturday, or Sunday) nights added to Deluxe Events Package.
  - \$300 per hour for event time extensions of Basic Events Package. Exterior events after 11pm must abide with local laws and noise ordinances.
  - \$250 Guest Transportation Services: Golf-Cart rental includes Chauffeur. Provides Bridal Party Transportation to ceremony area. Provides guest transportation from Valet Area. Golf Cart seating capacity is limited to approximately 8 guests per trip.
  - Fireworks display (*approx. 100 shots*):
    - \$300 between dusk and midnight
    - \$50 for your own fireworks subjected to previous pre approval by us.
  - \$500 for bistro style string lightning in the southeast quadrant between the Chapel of Love, The Grand Fountain and the East Reflecting Pool.
  - \$150 Removing of the patio furniture and removable decorations from the patio and pool area.
  - \$800 Removing of the movable furniture of the inside of the property's common areas for accommodating indoor events.

- **Discounts** (Discounts cannot be combined and are only applied to the event rate not the discounted overnight stay. Seasonal discount is calculated before Additional Fees.)
  - Monday - Thursday (20% Seasonal Discount)
  - June, July and August (20% Seasonal Discount)
  - Events under 50 guests (\$300 Discount)
  
- **Security Deposit**
  - There is a refundable cleaning and damage security deposit of \$1,000. Deposit is to be paid for 30 days prior to event date. This deposit will be refunded within 14 days of the event date minus cleaning or damage charges if any.
  
- **Additional Taxes and Fees**
  - A 13% Government Occupancy and Sales Taxes applied to all of the above rates.
  - Bookings done through *Airbnb* subject to Airbnb Service Fees.

## **Reservations**

Reservations will be made on a first-come, first-serve basis, and a reservation will only be secured once the rental deposit equal to fifty-percent (50%) of the total Rental Fee is paid and the contract is signed. All outstanding balance must be paid a minimum of thirty (30) days prior to the event. For rentals that are initiated 45 days prior to the event, the full rental amount is due at the time of reservation. The Villa Toscana reserves the right to retain the rental deposit and cancel any events that have unpaid balances less than 30 days prior to the event date.

Cancellations must be requested in writing. Cancellations made for any reason, other than a tropical storm or hurricane watch or warning, following the payment of the rental deposit, will result in Permittee's forfeiture of the deposit plus tax non-refundable deposit. For cancellations made within 7 days of reservation a full refund would be issued. For cancellations made within 30 days of the event date, for any reason other than tropical storm or hurricane watch or warning, Permittee is financially responsible for the total amount of all fees.

Change of dates must be requested in writing. There is no charge for changes in dates made within 15 days of reservation. A \$500.00 fee will be applied to requests made 15 days after the reservation was made or less than 6 months prior to the scheduled event. New date is subject to availability. All requests received less than 6 months in advance will be treated as a cancellation and will not be eligible for a refund or change of date. The Permittee will be invoiced and is responsible for payment of any undercharge. Overcharges will be refunded upon written request from Permittee.

All payments should be made to "ABLE LLC" Any payments made within 30 days prior to the event must be made in the form of cashier's check or money order. Villa Toscana reserves the right to retain deposit and cancel any events that have unpaid balances 30 days prior to the event date. For cancellations made within 30 days of the event date, Permittee is financially responsible for total amount of rental fee, and no refunds will be granted.

## **Vendors/Subcontractors**

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, security guards, etc. A complete list of vendors with contacts (names and phone numbers) must be provided two weeks prior to the event. Permittee must ensure that their chosen caterers obtain a Catering Permit prior to the day of the event. A copy of all State Catering and county licensing must be provided to Villa Toscana.

Permittees are responsible for ensuring that their subcontractors and/or vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Extension cords must be taped down/covered to prevent tripping, ensuring the safety of guests and/or event patrons/staff.

### **Tents**

Tents are permitted and are secured by the permittee. Tents must be secured by water barrels or concrete blocks. No staking is permitted. The tent vendor is responsible for securing all required permits. Tent must be removed from property immediately following the event unless other arrangements have been previously made with Villa Toscana.

### **Deliveries**

Permittee or Permittee's Representative must be on-site to accept deliveries and oversee set up. Villa Toscana will not act as Permittee Representative and will not accept or sign for deliveries.

All deliveries are to be loaded and unloaded in designated paved areas. No driving on or through any garden or grass field areas.

Full loss of Security Deposit may occur in the event of any damages to land or property is done as determined by Villa Toscana representatives due to unauthorized delivery vehicle parking, loading or unloading.

### **Facilities**

Villa Toscana provides only the venue spaces of the Villa Toscana property, the North and West sides of the main house. The Permittee shall provide all services such as catering, rental tables, chairs, etc. All non-rented rooms of the house are off limits to Permittee and their guests unless previously agreed with management.

### **Parking**

Parking in the Service Area Parking Lot is only for vendor vehicles essential to the event as determined by Villa Toscana representatives. The Service Road must remain clear for emergency vehicles at all times. Vehicles and tents placed in the Service Area must be placed in such a way as to allow full, safe access to The Gardens. Permittee and subcontractors/vendors shall adhere to traffic directions given by The Gardens staff. Parking attendants and drivers must park vehicles in designated areas and at all times in a manner so they do not block any of the entrances or exits for emergency vehicles. Improperly parked vehicles may be towed at owner's expense.

Any event with 50 or more persons requires a licensed valet service. Vehicles will be parked along the right a way along SW 222 Avenue and SW 274 Street.

Full loss of Security Deposit may occur in the event of any damages to land or property determined by Villa Toscana representatives due to unauthorized vehicle parking.

### **Alcohol Use**

If liquor is sold and/or consumed during event, an appropriate liquor license must be obtained by contracted vendor and displayed at event. Prior to the event, Permittee must provide Villa Toscana with a copy of the liquor license together with a liquor liability insurance policy in the amount of \$1,000,000 which names Villa Toscana as an additional insured. Alcoholic beverages shall not be consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate termination of this Permit and forfeiture of any security deposit or monies paid. Additionally, Permittee assumes responsibility for his/her guest and/or attendees, gated or otherwise invited, regarding the amount of alcoholic beverages consumed to ensure no one departs the events impaired and unable to safely operate a vehicle and may endanger himself/herself or

others. For the safety of your guests and the protection of Villa Toscana property, Permittee is responsible for requesting that anyone serving alcoholic beverages desist from doing so to intoxicated guests.

### **Restrictions and Prohibited Items**

- Painting, spray painting, the spraying of cleaning solutions, pesticides or aerosols is not permitted.
- NO ALCOHOL ABUSE, DRUGS OR ILLEGAL ACTIVITIES ON PROPERTY.
- No event cooking in the kitchen. Catering is required for any event over 25 guests. A microwave and oven are available to warm foods and the use of the kitchen refrigerator.
- NO PETS allowed of any kind without manager's prior approval.
- NO GLASS in the pool area.
- Smoking is not permitted in Villa Toscana house or rooms.
- Fireworks or open flames (tiki torches) are permitted on designated areas of the property. Smokeless, dripless candles are permitted in outside areas only, and all candles must be enclosed in fireproof container. Due to being a fire hazard, candle or incense burning is not permitted inside of our accommodations.
- Decorations shall in no way damage the property, buildings, or furnishings and artifacts. On site furniture, artwork, and display items may not be moved without manager's prior approval. Any and all costs for damages to property, buildings, furnishings, artwork, or display items will be charged against the security deposit and additional charges may be assessed against Permittee.
- No alteration, trimming, or cutting of any plants or trees is allowed. Tree climbing is not permitted.
- Only service animals for persons with disabilities are permitted at facility.
- Rice, birdseed throwing, etc. is not permitted.
- Only biodegradable confetti, glitter, etc is permitted, however, must be cleaned up.
- No dumping of any substance is allowed on the grounds, or surrounding areas.
- The use of any special effects must have prior approval of Villa Toscana.
- Take off from and/or landing by any plane, helicopter, glider, balloon, dirigible, parachute, or other aerial apparatus is specifically prohibited on Villa Toscana, except when human life is endangered or with advance approval of Villa Toscana.

### **Property Damage Repair and/or Replacement**

Any property of Villa Toscana, which is damaged or destroyed during Permittee's event, will be subject to repair, replacement or recompense at the sole cost to the Permittee. Where necessary, the security deposit will fund repair, replacement, or recompense to damaged or destroyed property. Where necessary, Villa Toscana reserves the right to collect from Permittee any charges and/or damages not covered by the security deposit. Permittee agrees to reimburse Villa Toscana within 30 days upon proof of damages, repairs made, and costs incurred in effectuating the repairs.

### **Building and Grounds Condition and Appearance**

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

### **Inclement Weather**

The Permittee should establish a backup plan in case of inclement weather. At no time shall Villa Toscana be responsible or liable for inclement or bad weather that may in any way affect Permittee's event. Upon issuance of a Tropical Storm and/or Hurricane Watch or Warning for Miami-Dade County, Villa Toscana closes to the public and will prepare for the approaching storm. Events scheduled for days in which a Storm Watch or Warning is issued for Miami-Dade County will be cancelled. The Permittee may select an alternate available date on which to hold their event at Villa Toscana. If the Permittee chooses to fully cancel their event

at Villa Toscana due to its closing by a Storm Watch or Warning, a refund of monies paid by the Permittee will be granted upon written notification of cancellation by Permittee to Villa Toscana. Villa Toscana shall in no way be held responsible for any other costs resulting from a closure due to inclement weather, including a Storm Watch or Warning.

### **Additional Terms and Conditions**

Permittee agrees to adhere to all instructions of Villa Toscana' staff and/or representatives. Permittee agrees to abide by all federal, state, and local laws. Villa Toscana reserves the right to remove from premises any person(s) behaving in a manner considered to be potentially harmful or detrimental to Villa Toscana and/or other event guests.

Villa Toscana reserves the right to cancel this event at any time, with or without notice, in the event that any term, condition, or promise in this agreement 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 Villa Toscana will not be responsible for any consequential damages. Villa Toscana also reserves the right to cancel this event in the interest of public safety or in the event of an emergency. Villa Toscana 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.

Permittee hereby grants Villa Toscana and or its assigns permission to photograph and/or take videography of events on the property and to use my likeness in the photographs and video in any and all of its publications, including but not limited to printed and digital publications. I understand and agree that any photograph and video using my likeness will become property of and will not be returned. I hereby irrevocably authorize Villa Toscana to edit, alter, copy, exhibit, publish or distribute these photos and videos for purpose of publicizing programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive the right to royalties or other compensation arising or related to the use of photographs. I hereby hold harmless and release and forever discharge Villa Toscana from all claims, suits or actions of any kind or nature in the name of Villa Toscana, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Permittee shall indemnify and hold harmless Villa Toscana and its officers, employees, agents, parent companies and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Villa Toscana 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 event 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 Villa Toscana, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

This agreement is not accepted and date is not reserved unless this document is signed and submitted along with the attached Application – Summary of Rental Fees and required deposits

**I have read, understand and accept this FACILITY RENTAL RULES & REGULATIONS AGREEMENT.**

\_\_\_\_\_  
**Print Permittee Name**

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Permittee Signature**

**APPLICATION – SUMMARY OF RENTAL FEES**

**Able, LLC dba Villa Toscana, 27550 SW 222 Ave, Miami, FL 33031 (305) 986-4112**

Permittee Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Social Media: \_\_\_\_\_

Requested Event Description: \_\_\_\_\_

Requested event Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ hours: \_\_\_\_\_ to \_\_\_\_\_

Requested Check-In Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ hours: \_\_\_\_\_

Requested Check-Out Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ hours: \_\_\_\_\_

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Rental Amount for **Villa Toscana** \$ \_\_\_\_\_

Discounts: \$ \_\_\_\_\_

Additional Fees: \$ \_\_\_\_\_

Subtotal: \$ \_\_\_\_\_

**Villa Toscana** rental amount is subject to booking service fee and occupancy taxes.

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Estimated Booking Service Fee due: \$ \_\_\_\_\_

Estimated Occupancy Taxes due: \$ \_\_\_\_\_

Cleaning/Damage Security Deposit \$ **1,000** \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

50% Rental Amount Deposit Due: \$ \_\_\_\_\_

Balance and Security Deposit Due: \$ \_\_\_\_\_

(No later than \_\_\_\_/\_\_\_\_/\_\_\_\_)

I have read, understand and accept the terms of the application – summary of rental fees.

\_\_\_\_\_  
**Print Permittee Name**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
**Date**

\_\_\_\_\_  
**Permittee Signature**