

West Florida Railroad Museum, Inc.
P.O. Box 770
Milton, FL 32572

Rental Agreement for Usage of Museum Facilities

This agreement is for non-member usage of the facilities of the West Florida Railroad Museum located at 5003 Henry Street, Milton, FL 32570, as indicated.

Renter Name: _____
Renter's Address: _____
Phone Number: _____

Type of event and description of activities: _____

Date and inclusive times of event: _____

Approximate number of attendees: _____

Property/Facilities to be furnished: The Museum furnishes no exclusive use of its facilities except the portions of the Museum buildings or railroad cars specified below:

Rental Amount: _____. The person or organization renting the facilities will pay the agreed rental amount no later than ten days prior to the day of the event, unless other arrangements are made.

Prospective renters should be aware that the Museum's primary function is as an organization for historic preservation. The offer of rental of its facilities is extended as a courtesy and the rental fees are nominal relative to other venues. The Museum is not a totally child friendly amusement park and will not pad every sharp edge, install handrails, and make hundreds of other modifications to strive for absolute safety. To do so would compromise the living history character of the depot and its surroundings. All visitors must be constantly aware of their surroundings and be risk averse. Adults should closely monitor children's actions to avoid possible accident and injury. If there is doubt about which facilities may be entered or what is potentially unsafe, ask the museum members known to you.

Rental Agreement, Page 2:

Specified Rules:

- 1. Except for the tables and chairs permanently in the Dining Car or usage of the Museum's limited number of folding tables, the renter is responsible for provision of tables, chairs, and other items needed.**
- 2. The renter is responsible for all aspects of catering including provision of dishes and eating utensils.**
- 3. The renter is responsible for clean up after the event and removal of all trash and refuse from the facilities.**
- 4. There shall be no alcoholic beverages of any type introduced on to Museum property or consumed on the property.**
- 5. No smoking is permitted within any Museum structures or in any of the railway cars.**
- 6. The renter and members of his or her party shall not enter into any parts of the Museum not specified in this agreement. If the event is held during the Museum's open hours, renter and members of his or her party may have access to all of the facilities open to any visitor.**
- 7. The renter is responsible for any damage to museum property caused by attendees at the event. The renter shall not alter, mar, deface, or damage any part of the Museum property or contents. The renter agrees to pay for any damage caused. Signs, streamers, and party decorations may be placed as directed by members of the Museum who will be present during the event.**
- 8. The renter shall at all times be responsible that attendees, including children, act and behave in a safe manner so as to prevent injury to themselves and/or others and to property.**
- 9. The renter shall not transfer his or her use of the facilities to another party.**
- 10. The renter agrees to remove all personal property and equipment brought in to the Museum immediately after the event unless prior arrangements are made.**

Rental Agreement, Page 3:

Liability for Injury:

The West Florida Railroad Museum, Inc. shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the renter or by any person who may at any time be using or occupying or visiting the rented premises or be in , on or about the same whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of renter or any occupant, sub -tenant, visitor or user of any portion of the leased premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters of things above set forth, and renter shall indemnify the West Florida Railroad Museum, Inc. against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage.

Controlling Law:

This agreement shall be governed by the procedural and substantive laws of the State of Florida. Venue for any action brought to enforce the terms of this agreement shall be in Santa Rosa County, Florida.

Renter's Signature: _____

Date Signed: _____

For the West Florida Railroad Museum, Inc. : _____

Date Signed: _____