

**VIZCAYA MUSEUM AND GARDENS
RENTAL PERMIT APPLICATION**

Application Date: 07/06/2021 Event Date: 12/22/2021 Wednesday v2
 Name: Patrick Benhaim
 Organization: Patrick Benhaim (groom) and Cinthia Suissa (bride)
 Address: 5754 avenue Marc Chagall Montreal, Quebec, H4W 0A5
 Phone: (514) 458-8884 Fax: _____
 Type of Event: Wedding Email: cynthiasuissa92@gmail.com
 Estimated Attendance: 140 Hours: 6:30PM To: 1:00AM
 Professional Party Planner: _____ Phone: _____
 Caterer: _____ Phone: _____
 Florist: _____ Phone: _____
 Musicians: _____ Phone: _____
 Rental Equipment: _____ Phone: _____
 Cleaning Company: _____ Phone: _____
 Certificate of Insurance (Must be supplied.): _____
 Tent(s): Must be ordered through Vizcaya; Payment must be made no later than: 11/7/2021). Includes marquee and lights.
 Police Services: _____
 Special Information: Events may not begin before 6:30 p.m. Vizcaya Rental Rules and Regulations may not be modified.
Restoration work is ongoing at Vizcaya and may coincide with your evening facility rental. Vizcaya and client will adhere to any and all local, state and federal mandates with respect to the COVID-19 pandemic that are in place at the time of the client's event.

SCHEDULE OF CHARGES

	<u>Projected Rental Costs</u>	<u>Actual Rental Costs</u>
Evening Rental (Mon, Wed, Thu) TAX: 1 X \$7,500.00 =	<u>\$7,500.00</u>	
Additional Hour: 2 X \$1,500.00 =	<u>\$3,000.00</u>	
Additional Guests: 15 X \$25.00 =	<u>\$375.00</u>	
Tent White 33x113: 1 X \$5,000.00 =	<u>\$5,000.00</u>	
Catering Fee (1-200 Guests): 1 X \$375.00 =	<u>\$375.00</u>	
Courtyard Furniture: 1 X \$0.00 =	<u>\$0.00</u>	
6.8% Sales Tax:	<u>\$1,079.50</u>	
TOTAL RENTAL COSTS:	<u>\$17,329.50</u>	
Required Security Fee	<u>\$2,500.00</u>	
GRAND TOTAL:	<u>\$19,829.50</u>	
PAYMENT DUE UPON SIGNING AND REMITTING THIS PERMIT FORM		
Non-Refundable Deposit:	\$5,000.00	
Required Security Fee:	<u>\$2,500.00</u>	
Total Amount Paid:	<u>\$14,049.00</u>	
Balance DUE BY 11/7/2021:	<u>\$5,780.50**</u>	

Remit Original Signed Permit with Total Amount Due Now to: **Adrienne Kaiser, Events Director**
Vizcaya Museum and Gardens
 3251 South Miami Avenue, Miami, FL 33129
 (305) 860.8448 Email: adrienne.kaiser@vizcaya.org

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.

 Signature _____
 Print Name

*Required Security Fee may be refunded upon reconciliation of this account following the event.



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. We preserve Vizcaya to engage our community in learning through the arts, history and the environment. Vizcaya is a fragile place filled with irreplaceable antiques; 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’s historic significance and commit to supporting the preservation of this unique landmark.

Print Name

Date

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 \$7,500 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 \$7,500 deposit consists of \$5,000 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.
- 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 \$5,000 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

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headcount.

- Total event attendance may not exceed 500 people, including all paid and complimentary guests of Permittee, such as media representatives and sponsors, but not including event staff.

Insurance

- A certificate of insurance for \$1,000,000 combined public liability for personal injury and property damage naming Metropolitan Miami-Dade County and Vizcaya Museum and Gardens Trust, Inc., 3251 South Miami Avenue, Miami, FL 33129, as additional insured, is required and must be provided by the renter and received by Vizcaya one month prior to the event.

Wedding Rehearsals

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

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, 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

- 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.
- 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.
- Permittee or caterer must accept deliveries. Vizcaya staff will not accept or sign for deliveries.
- 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 5:30 p.m. and must be brought in through the East Loggia doors. There will be no exceptions to these times.
- 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

- Vizcaya provides only the site. The Permittee shall provide all services such as catering, rental tables, chairs, etc.
- Vizcaya's restrooms are the only dressing facilities available.
- 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.
- Permittee is required to rent a tent for any event with more than 150 guests and for seated dinners with more than 100 guests. Such rental is required to ensure that guests will have access to a covered area in the event of rain.
- Due to the fragility of Vizcaya's art objects, the interior of the Main House is not accessible for events with 500 guests.
- Given the limited capacity of Vizcaya's restrooms, Permittee with events between 400-500 guests is encouraged, but not required, to rent portable sanitation units for the comfort of their guests. 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

- 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

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shall adhere to traffic directions given by Vizcaya staff. Improperly parked vehicles may be towed at owners' expense.

21. Vizcaya's parking lot can accommodate up to 125 vehicles. Additional parking arrangements across South Miami Avenue must be made through the Events Director.
22. 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 400-500 guests, regardless of method of arrival, shall require 5 police officers. Based on the complexity of an event, Vizcaya staff may require additional police officers at its discretion.
23. 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.
24. 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

25. Music and beverage service must conclude at least 15 minutes prior to an event's ending time.
26. 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

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

Alcohol Use

28. 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.
29. 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.
30. 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

31. 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.
32. 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.
33. 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

34. 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. Only the use of LED (imitation) candles are permitted inside the Main House. Painting/spray paint is not permitted on the property. The use of sparklers and sky lanterns is not permitted.
35. During evening facility rentals, smoking of tobacco or other substances and other use of tobacco products, e-cigarette products and related vapor devices are only permitted outside in the area or areas designated by Vizcaya personnel. Smoking and the above related activities are not permitted anywhere else on Vizcaya property, including but not limited

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to gardens, paths or parking lots. Fireworks or open flames (tiki torches) are not permitted on any part of Vizcaya property.

36. Dancing and/or band set up and chairs for seating are not permitted on marble floors (Entrance Loggia, Enclosed Loggia, East Loggia). Any items placed on marble floors must have rubber or other type of protective base.
37. Food, beverages and other objects must not be placed on Vizcaya items such as furniture, vases, urns and marble shelves in the Enclosed Loggia. Hot foods and/or beverages may not be set up in the Enclosed Loggia. Cooking/stir-fry is not permitted inside the House. Red wine may not be served inside the house.
38. Boats are not permitted to dock at Vizcaya.
39. 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.
40. 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.
41. Only service animals for persons with disabilities are permitted on Vizcaya property. Horse and carriage are not permitted on Vizcaya property.
42. 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.
43. 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.
44. Drones are not permitted on any part of Vizcaya property.

Fireworks

45. Fireworks are not permitted on the property of Vizcaya Museum and Gardens. However, a fireworks display in conjunction with an event at Vizcaya is permitted over Biscayne Bay in accordance with all local laws and an additional fee of \$5,000 (plus relevant tax) made payable to Vizcaya Museum and Gardens. Permittee is responsible for securing the necessary fireworks permit from the City of Miami at least one week prior to the event.

In the event the Permittee does not secure the necessary fireworks display permit from the City of Miami and does not pay the \$5,000 fee (plus relevant tax), the Permittee agrees not to organize a fireworks display in conjunction with the event at Vizcaya and agrees that a breach of this provision entitles Vizcaya Museum and Gardens to liquidated damages in the amount of \$10,000. 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 attorney fees by the Permittee in any action brought by Vizcaya Museum and Gardens 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 Vizcaya Museum and Gardens or Miami-Dade County successfully defends all or part of this fireworks policy 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

46. 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.
47. All events require a professional cleaning crew secured and paid for by the contracted caterer; in addition, the cleaning crew is required to staff the restrooms during the event.
48. The Museum provides one (1) dumpster for an evening facility rental event. When events number from 400 to 500 guests, one (1) additional dumpster is required. Payment for an additional dumpster(s) will be made by the Permittee to Vizcaya with the final payment.
49. 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.
50. Drinks, ice, water, or oil may not be dumped on the grounds. Cooking oil must be placed in the oil drums provided in

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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.

51. After the event, all items placed on Vizcaya property for special events (tables, chairs, decorations, staging, etc.) must be removed that same evening. Vizcaya will not be responsible for items left on the property.

Building Condition and Appearance

52. 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.

53. 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 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.

54. 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

55. 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.

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

Inclement Weather

57. At no time shall Vizcaya be responsible or liable for inclement or severe weather (such as hurricanes) that may in any way affect Permittee's event at Vizcaya, directly or indirectly. Vizcaya Museum and Gardens may close to the public in the event a tropical storm or hurricane watch or warning is established for Miami-Dade County. And in the event of a storm strike, Vizcaya may be impacted in its capacity to serve the public or accommodate evening events for a period thereafter. If Vizcaya must cancel an event due to preparation for, occurrence, or aftermath of severe weather, the Permittee will be offered the opportunity to select an alternate available date on which to have their event at Vizcaya. There shall be no concessions or additional expenses for changing the date; the appropriate fees for the rescheduled event shall apply and the difference, if any, shall be refunded by Vizcaya or paid by the Permittee as appropriate. If the Permittee chooses to cancel their event at Vizcaya due to Vizcaya's closing or incapacity to hold the event due to the preparation for, occurrence, or aftermath of severe weather, a refund of all monies paid by the Permittee will be granted upon written notification of cancellation by Permittee to Vizcaya. Notwithstanding the above, Vizcaya will in no way be responsible for any consequential damages resulting from a closure or other disruptions to operations due to the preparation for, occurrence, or aftermath of severe weather.

Additional Terms and Conditions

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

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

60. 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.

61. 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.

62. Permittee shall indemnify and hold harmless Miami-Dade County, and Vizcaya Museum and Gardens Trust, Inc. and their officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the Permittee 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

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or actions of any kind or nature in the name of Miami-Dade County, and Vizcaya Museum and Gardens Trust, Inc., where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

63. Application is not accepted and date is not reserved unless this document is signed and submitted along with the attached Original Permit Application and required deposits.

I have read and understand these rules and regulations and agree to be bound by the terms of the rental permit.

Print Name

Date

Signature

Revised July 31, 2018

_____ Client Initials



Addendum to Permit Between Vizcaya Museum and Gardens Trust, Inc. (“Vizcaya”)

and

_____ **Patrick Benhaim** _____ (**“Permittee”**)

For Permittee’s Event on _____ **12/22/2021** _____

Vizcaya and Permittee agree that the below shall replace the existing paragraph 61 in the above-referenced Permit.

61. 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. Vizcaya also reserves the right to cancel this Permit in the interest of public safety or in the event of an emergency.

Permittee reserves the right to cancel this Permit in advance of its event if governmental orders associated with the COVID-19 pandemic: 1) prohibit gatherings at Vizcaya Museum and Gardens of the size or nature of Permittee’s event on the date of Permittee’s event, or 2) prohibit domestic or international travel, preventing Permittee or a significant number of its guests (10 or more) from traveling to or from Miami, Florida, within one week before or one week after the date of Permittee’s event.

Under either party’s cancellation for the above reasons, Vizcaya and Permittee may, but are not required to, explore options for rescheduling Permittee’s event to another date that is mutually agreeable to both parties. If both parties cannot identify a mutually agreeable date, Vizcaya shall, upon Permittee’s written request, return all deposits and fees to Permittee, other than any non-refundable merchant services fees charged by third parties. In the event of cancellation by Permittee, Vizcaya may condition such refund on Permittee’s provision to Vizcaya of documentation that governmental prohibition(s) will prevent or severely impact Permittee’s event in accordance with the above and Vizcaya’s approval of same. Vizcaya will not be responsible for any consequential damages associated with an event cancellation for any of the reasons specified in this paragraph 61.

Agreed:

For Permittee

Date

For Vizcaya

Date

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