



2012 Facilities Rental Agreement

Thank you for choosing Toledo Botanical Garden for your event! This information outlines policies in place to ensure that all of our guests have an excellent visitor experience. We thank you for your patronage and look forward to assisting you with your upcoming event.

5403 Elmer Drive (419) 536.5566
Toledo, OH 43615 www.toledogarden.org

RENTING FACILITY SPACE

Arrival/ Departure Time: The arrival and departure times are indicated on your Confirmation Sheet.

Set Up/Clean up: Tables and chairs will be provided and set-up by our staff for indoor rental facilities only. For outdoor weddings and/or receptions, chairs, tables, tents, etc. must be rented through Meredith Party Rental only (419.531.9977). Tents are not allowed for ceremonies; receptions only.

In the Stables Room, the table sizes are 8' x 3' accommodating 30 guests. The Terrace Room table sizes are 6' x 2'. Typically, we place two tables together for a total size of 6' x 4' for our dinner set-up. This accommodates 10 guests per tables with a room maximum of 80. Linens and decorations are the responsibility of the reservation holder. The use of nails, tacks or tape that may damage walls is strictly prohibited. Cleaning supplies and trash liners are provided so the Reservation Holder can leave

the room in the condition found. The repair cost for any damage that occurs during the rental will be charged to the Reservation Holder. If room is not left in the condition it was found, a clean-up fee of no less than \$150 will be charged to the Reservation Holder.

Payment and Cancellation Policy: Full payment is required at the time of reservation for wedding ceremonies; 50% is required for weddings + receptions with the remaining 50% due 30 days before the event. Refunds are given if event is cancelled 6 months prior to the event with the refund equaling 50% of payment. In the event of cancellation less than 6 months prior to the event, your rental fee may be used for another event of equal value within a year of the original scheduled date, as long as we receive written notice within 60 days of your event date. Refunds are not provided due to inclement weather (unless Garden is closed for weather emergency).

USE OF RENTAL SPACE

Activity: Reservation Holder agrees that grounds and buildings will be used for the purpose for which they are being rented under this agreement.

Admission: Garden approval to charge admission by the Reservation Holder is required and will be considered based on Garden rules and regulations.

Limitation of Alcohol Distribution: Alcohol is permitted, but Reservation Holder must inform TBG 30 days prior to the event. For Events with alcohol, Metropark rangers MUST be on duty and are charged to the Renter at \$35/hr. Alcohol service should end 30 minutes prior to the agreed upon departure time. Consumption of alcohol is confined to the space listed on your rental agreement. Reservation Holder agrees to hold harmless and indemnify Toledo Botanical Garden for all claims and liability which may arise at the rental site. You are responsible for complying with all applicable state and federal laws pertaining to the serving of alcoholic beverages and for ensuring that your service provider complies with these laws as well.

Rental Equipment: Meredith Rentals (419.531.9977) is the only authorized rental company for tents, tables and chairs. If an independent contractor (such as ranger, electrician, or rental company) has been designated by TBG to perform services for Reservation Holder (TBG authorized provider), such contractor shall be exclusively authorized to perform such services on behalf of Reservation Holder.

Catering: Reservation Holder may use the catering company of their choice. All caterers are asked to comply with facility rules and provide necessary documentation. The conference center kitchen is limited in scope for food preparation and is not a licensed kitchen. Outdoor grilling may only be provided by a licensed caterer. Catering equipment must be removed by the agreed upon departure time.

Electrical: Outdoor electrical service can be arranged with TBG at all sites except for the Grand Alleé. Reservation Holder must ask for electrical service 30 days prior to event.

Storage: We are unable to provide any pre- or post-event storage.

Decorations & Displays: We ask that you refrain from (indoors and outdoors) using glitter and confetti; releasing balloons or birds; throwing rice, birdseed, or flower petals; having animals on grounds (except service animals); or placing decorations on garden displays. Candles can be used in enclosed containers. No decorations, including arches, may be used if implanted into the ground. If there are any nail/tack holes left on any garden display, including gazebos, or if any trash is left on the ground or grass, a clean-up fee of no less than \$150 will be charged to the Reservation Holder.

Music: For consideration of our garden neighbors, we ask that sound levels of any amplified audio associated with your event be kept at reasonable levels and end at 11:30 pm.

COMPLIANCE & INSURANCE

Indemnification: The Renter assumes complete responsibility and liability for and agrees to indemnify Toledo Botanical Garden Board, Inc., the City of Toledo and Metroparks of Toledo against and hold harmless from any and all claims, losses, damages, expenses, penalties, and judgments relating to or arising in connection with the event. Renter shall maintain in force and **provide proof of liability insurance in the limit of**

\$1,000,000 for the event they host at the Garden. If the Lessee is an individual and hosting a private event, **a copy of the Homeowners Insurance Policy is acceptable evidence of the coverage.** If the Lessee is a business hosting a public or private event, the Garden needs to be added as an Additional Insured. A Certificate of General Liability insurance showing same is required as evidence of the coverage.

OTHER PROVISIONS

Advertising, Printed Materials, and Promotions: We will post a sign on grounds for your event and would appreciate if you did not use any other signage, unless approved by TBG staff. If stating our location in any public promotion or advertisement, please list as: Toledo Botanical Garden, and provide *your* contact number.

Animals: Because we are a Botanical Garden we don't allow pets (except for assistance dogs) or animals on TBG premises at any time. Horse-drawn carriages may be utilized on pathways only, arranged prior to event with TBG staff permission. Animal clean-up is the responsibility of the Renter and if avoided, may result in a clean-up fee of no less than \$150.

Assignment: This contract may not be sold, assigned or otherwise transferred by the Renter to any other person or organization without the expressed written consent of TBG.

Parking: All parking areas are open for public use. Parking or driving vehicles on grass, walkways, trails or service roads, unless prior arrangements have been made, is not permitted.

Photography: Only bridal parties who have booked their weddings at TBG may take wedding photos on grounds. Outside wedding parties are prohibited. Engagement photos may be taken at TBG, but must be arranged by calling (419) 536.5566.

Rehearsals: The renter should call at least 30 days prior to their event to schedule a rehearsal, if applicable. Rehearsals are allowed one hour, Monday through Thursday, based on availability. Friday rehearsals may be scheduled unless a paid event is taking place on grounds. Friday rehearsals may be cancelled if a paid event is booked *after* the rehearsal is booked. TBG must give Renter a 10-day notice before cancelling said rehearsal.

Restrooms: For outdoor events, restroom facilities are available in the picnic area. The conference center also has restrooms, which are available to events held in this facility and adjacent grounds. Please note: there are no facilities south of Crosby Lake.

Smoking: Smoking is not permitted inside any building or structure located on TBG premises.

Tents: Tents are permitted in designated reception sites with prior arrangements and secured by the Reservation Holder with our authorized vendor, **Meredith Party Rentals (419.531.9977)**. We do not tent for wedding ceremonies; receptions only.

Transfer of Date: Should it become necessary to change the event date set forth in this agreement, the Renter should contact TBG immediately to determine date availability. If another date cannot be agreed upon, the above cancellation policy will apply. If another date can be agreed upon, all terms and conditions contained in this agreement will apply to the new date except the rental fees can not be transferable to a third date or refundable if cancellation becomes necessary.

Weather Emergency: Toledo Botanical Garden will be closed to the public during a level 2 or level 3 snow emergency, and other weather emergencies deemed fit by TBG staff.

By signing this contract, you agree to abide by TBG policies and procedures outlined in this document. You understand that a violation of any of these policies will result in loss of privileges and could result in fees.

(Print Name)

(Signature)

(Date)

(TBG Staff Initials)

EMERGENCY CONTACT (for day of event only)

JOE KELSO (419) 531.9584 or (419) 270.1054