



Outdoor Garden Rental Policy and Contract

The Gardens on Spring Creek

USE AREAS

The Gardens on Spring Creek provides space for events such as weddings, receptions, award ceremonies, reunions, events, and meetings. Availability of space is limited and determined by The Gardens' program schedule. Outdoor spaces available for rental are the Children's Garden, Garden of Eatin', Outdoor Classroom, Field, and the Entire Site. These sites are only available before or after hours. Please call for more information.

*****To Rent the Evelyn Clark Classroom, please see the Classroom Rental Policy on our website.*****

- **The Gardens reserves the right to refuse rental space for any events deemed inappropriate to The Gardens' mission or detrimental to the facility.**
- **The Gardens reserves the right to refuse rental space for any event if scheduling conflicts with a previously scheduled Gardens event, program, or exhibit.**
- **The Gardens reserves the right to refuse rental space for an event that is deemed similar in scope or nature to an existing Gardens event, program, or exhibit.**
- **In the event of a reservation and inclement weather occurs The Gardens will not be responsible for providing alternative space.**
- **The Gardens reserves the right to increase fees based on market increases. This Outdoor Garden Rental Policy will be updated to include increases as needed.**

PLEASE NOTE: All contracts subject to the approval of the Fort Collins City Attorney.

Any activity outside of The Gardens requires a park use permit issued by the City of Fort Collins. Please call 221-6660 for information about Park Use permits. Receiving a Park Use permit does not entitle the applicant access to any gardens or facilities.

Revised 7/1/2011

The Gardens on Spring Creek, 2145 Centre Avenue, Fort Collins, CO 80526
970-416-2486 www.fcgov.com/gardens

I have read and understand the conditions on this page (initial)_____



THE GARDENS ON SPRING CREEK PROVISIONS

1. Outdoor spaces will be available for private use before or after regular business hours: Monday-Friday, 7:30 to 9 AM and 5 to 9 PM; Saturday, 7:30 to 9 AM and 4 to 9 PM; Sunday, 8 AM to Noon and 5 to 9 PM from May 1st through September 30. The Gardens are closed on Sundays from October 1st through April 30th.
2. Event set up and any decorating may occur during business hours beginning one hour prior to closing. This will be charged as part of your rental time. Event clean up is the responsibility of the applicant and must be completed by 9 PM. If you exceed your rental time, pro-rated time will be charged to your deposit. All food and drink items must be removed from The Gardens the evening of the event.
3. One-half of the total rental fee (as determined on the rental order form) is required to book the gardens and is non-refundable. The balance of the rental fee is due 30 days prior to your event along with your damage deposit.
4. The Gardens will provide use of restrooms in the small building adjacent to the main building. Access to the Visitors Center will be available through the main entrance.
5. A staff member will remain on the premises during the event. Please refer to this staff member with questions or concerns during the event.
6. The Gardens' staff will set up and take down any tables or 10' x 10' tents rented from the facility. Set up and take down of any other rented items (tents, tables and chairs) is the responsibility of the applicant. With prior approval, tents or other equipment left overnight must be picked up by 9 AM the next morning or if picking up on Sunday, The Gardens open at noon..
7. No items may be attached to buildings or structures. No items (i.e. tent stakes, torches, etc.) may be placed in the ground without permission from The Gardens' Director to avoid damaging the irrigation system.
8. Applicant will designate a Coordinator to supervise set up and clean up of the event. This person should be introduced to the staff member on premises before the event begins and should remain available to answer questions, assist in handling difficult situations that may arise, and have the authority to make decisions as needed.
9. Parking is available in our parking lot as well as along Rolland Moore Drive south of the facility. The Gardens will not be responsible for ticketed or towed vehicles. Deliveries and commercial vehicles used by the applicant or their party must access the facility through the service entrance on Rolland Moore Drive.

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10. Gardens' phones are not available for personal use.
11. Staff of The Gardens will not sign for or be responsible for any deliveries of items for events.
12. Prior to the event, Applicant will receive a copy of the event contract detailing the services provided.
13. The Gardens are rented as is, items will not be changed, moved or modified for rentals.

Please read the event contract carefully, and make any necessary additions or corrections, sign and return to The Gardens. You will receive a copy of this contract when it is completed and signed by the Director. This event sheet serves as the contract for services provided. The outdoor space will not be reserved without a signed contract and deposit.

FOOD, BEVERAGE AND CLEAN UP POLICY

The Outdoor Teaching Kitchen in the Garden of Eatin' may only be used when renting the Garden of Eatin'. Food may be served, but not sold from this kitchen. An additional kitchen policy contract must be signed and attached to this contract if the kitchen is being rented.

Responsibility for clean up of any event lies with Applicant and/or catering vendor.

1. Food and beverages must be provided by the renter. All food and beverages will be restricted to the space that is rented.
2. All table linens, dishware, cups/glasses, silverware and utensils must be provided by the applicant.
4. User may purchase and bring alcoholic beverages into The Gardens to serve only to invited guests over the age of 21 at **private** events. Alcohol cannot be sold to any person at The Gardens. When alcohol is to be served, a TIPS trained bartender must serve all alcohol at the event. Documentation of TIPS training must be submitted prior to the event. Guests may not otherwise possess or consume alcohol on Gardens property. If City staff observes anyone consuming alcohol at an event in violation of City policies, City ordinances or State law, the City will shut down the event and no refunds will be given.

Check one and initial:

Yes, I/we will serve alcohol at the event.

No, I/we will not serve alcohol at the scheduled event.

I understand that if I, or my guests, bring alcohol to the event, the City may shut down the event.

Applicant is responsible for clean up after the event, including cleaning and removal of rented tables and chairs if needed. Trash must be picked up and placed in designated trash receptacles. Failure to complete cleanup will result in the forfeiture of the damage deposit.

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SAFETY AND LIABILITY

1. The Applicant acknowledges that natural and man-made water features located on or adjacent to the grounds of the Gardens on Spring Creek may pose certain risks and dangers, and agrees as a condition of this rental to take necessary precautions to avoid injury to Applicant, its invitees or others using the Gardens on Spring Creek pursuant to this Rental Contract.
2. The Applicant acknowledges that there are risks inherent in the activities that will be undertaken pursuant to this rental that may result in bodily injury or property damage to participants or others. The City does not assume any responsibility for lost or stolen articles, damage to Applicant's property, or injury to persons using City facilities, and Applicant hereby waives any claims against the City related to any such damage or injury. The Applicant will indemnify and hold harmless the City, its officers, employees, agents, contractors and volunteers against all claims, causes of action, damages, liability, loss or costs, including reasonable attorney's fees, of every kind and nature, directly or proximately resulting from or caused by any act or omission of the Applicant or any of its officers, agents, employees, representative, assigns, guests, patrons or invitees or by their use of occupation of the Gardens on Spring Creek, including without limitation any loss or damage to property delivered to the facility prior to, during or subsequent to the use of the facility by the Applicant.

GENERAL RESTRICTIONS

1. Maximum number of guests cannot exceed number as indicated on the order form.
2. The Gardens has 6' folding tables and 10'x10' tents available for rental. Equipment supplied by the applicant must be approved by The Gardens staff prior to the event. Large tents from rental companies are allowed, but locates for sprinklers must be done by staff before tent setup.
3. Fires of any kind (including gas and/or charcoal grills) are not permitted on The Gardens grounds. Tiki Torches are not allowed. Candles must be in a votive or hurricane holder.
4. Animals, with the exception of service animals, are not permitted at The Gardens.
5. Vehicles of any kind are not permitted at The Gardens. This includes all motorized and non motorized vehicles.
6. Smoking is prohibited at The Gardens.
7. Children must be supervised at all times. It is the responsibility of the applicant to inform guests of this policy. Please note that swimming or wading in the pond in the Children's Garden is not allowed. Please do not feed the fish.

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8. Photography is permitted for personal use only.
9. Rice, birdseed, confetti, artificial flowers, soap bubbles and canned string are not permitted in our gardens. Butterfly and balloon releases are not permitted. Real or artificial flower petals may not be tossed or laid on the ground.
10. The City of Fort Collins and the Gardens on Spring Creek will not be responsible for any lost or damaged items. This includes items left before or after the event.
11. The Applicant agrees to run the event in a timely manner. Should the event run overtime, applicant agrees to pay any overtime costs as defined in the rental contract.
12. Applicant is not permitted to nail or tape any items to features in The Gardens.
13. The City of Fort Collins Noise Ordinance applies to all events in the Gardens on Spring Creek. Please view the Ordinance at <http://www.colocode.com/ftcollins/municipal/chapter20.htm#articleII> or call City of Fort Collins Police Services at 970 221-6540. The City reserves the right to eject or cause to be ejected from the premises any person or persons who violate any applicable law, rule or regulation or who interfere with others' use of City property, and neither the City nor any of its officers, agents or employees shall be liable to the Applicant for any loss or damages that may be sustained by Applicant through the City's exercise of such right.
14. No bikes, skateboards, or skates are allowed in The Gardens.
15. Neither applicant nor their guests may pick, prune, or harvest items from the grounds or the greenhouse at The Gardens.
16. The Evelyn Clark Classroom is not available for storage of chairs, tables and other items related to your event. Chairs and tables must be stacked in designated areas for pickup by the rental company.

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RATE SCHEDULE

Classification A: Private groups that do not meet Classification B including weddings, receptions, birthdays, commercial or private meetings.

Classification B: Non-profit organizations with 501c3 status or government agencies.

| | Guest Capacity | Classification A | Classification B 501c3 status | Date Due |
|--|-----------------------|---|---|---|
| Children’s Garden Fee Per hour/ 2 hour Includes use of Green Roof Shelter | 150 | \$100 per hour; minimum charge \$200 | \$75 per hour; minimum charge \$150 | One half due on booking, non-refundable. Balance and deposit due 30 days prior to event. |
| Evelyn Clark Classroom | 35 | \$35 per hour | \$25 per hour | |
| Garden of Eatin’ (Fee includes Kitchen) Per hour/ 2 hour min. | 150 | \$125 per hour, minimum charge \$250 | \$100 per hour; minimum charge \$200 | |
| Field Per hour/2 hour min (500 guests) | 500 | \$100 per hour; minimum charge \$200 | \$70 per hour; minimum charge \$140 | |
| Entire Site Fee Per hour/2 hour min | | \$300 per hour; minimum charge \$600 | \$250 per hour; Minimum charge \$500 | |
| Damage Deposit | | \$200.00 | \$200.00 | |
| Overtime fee: | | Single hour rate pro-rated for time over schedule | Single hour rate pro-rated for time over schedule | |
| 10’ X 10’ Tent (3 available) | | \$25 per canopy | \$25 per canopy | 30 days prior |
| 6’ folding tables (12 available) | | \$5 each | \$5 each | 30 days prior |
| Sound System | | \$25 per unit | \$25 per unit | 30 days prior |

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Use of 2 or more areas in an evening incurs the Entire Site Fee as no other outdoor venues will be rented. The Reservation Fee is due with the application and is not refundable. Final Payment and damage deposit is due 30 days prior to the event. The City may use the damage deposit to pay for any damage to any City property, beyond ordinary wear and tear, caused by the Applicant or Applicant's guests. This includes any missing or damaged City equipment. Determination of the amount of damage is in the City's sole jurisdiction. The City may also use the damage deposit to cover additional costs incurred by the Applicant during the event. If Applicant's additional costs exceed the amount of the damage deposit, the City will bill the Applicant for the additional amounts.

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THE GARDENS ON SPRING CREEK
Outdoor Garden Rental Contract for all outdoor rentals,
2145 Centre Avenue, Fort Collins CO 80526, 970.416.2486

Areas to be rented, please circle all spaces that are requested.

| | | | | |
|-------------|-------------------|------------------|-------|------------------------|
| Entire Site | Children's Garden | Garden of Eatin' | Field | Evelyn Clark Classroom |
|-------------|-------------------|------------------|-------|------------------------|

Event Name _____

Date of event: ___/___/___ Event Start Time: _____ End Time: _____
 Set up will begin at: _____ Clean up will begin at _____ (clean up must be completed by 9 PM)
 (You will be charged for set up time through end of clean up time)

Total Payment due is \$ _____ (total carried over from worksheet)

One-half of the total rental fee (as determined on the rental order form) is required to book the gardens and is non-refundable. The balance of the rental fee is due 30 days prior to your event along with your damage deposit.

Name(s) of Applicant: (group/individual) _____
 Address: _____
 City: _____ State _____ Zip _____
 Email _____ Phone _____
 Contact Person (day of) Name: _____ Phone _____
 Expected Attendance: _____ Adults _____ Youth _____
 We will have Food-Yes ___ No ___, and/or Alcohol- Yes ___ No ___ at this event

This Rental Contract is entered into between the Applicant and the City of Fort Collins ("City") and will be effective when signed by the City. Applicant acknowledges that the attached Special Events Policy is part of this Rental Contract. The City agrees to provide the facilities and equipment described above. Applicant agrees to pay the charges listed above, as well as any other fees or costs incurred by the City as a result of Applicant's use of the Gardens on Spring Creek. If the Applicant is a corporation or other entity, the person signing on behalf of Applicant affirmatively states that he or she has authority to bind the Applicant to this Contract.

 Applicant's signature

 Date

 The Garden's Director

 Date

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