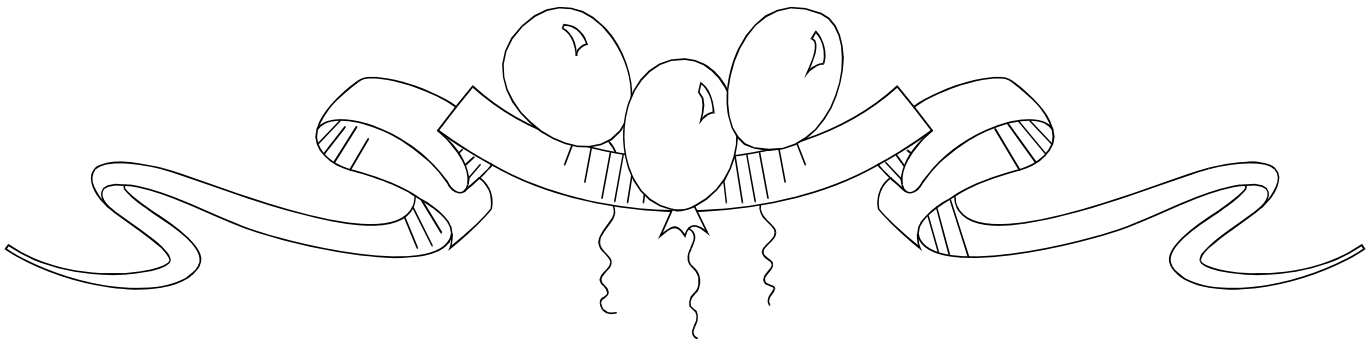


Summer Birthday Party Package

The Gardens on Spring Creek invites you to host your youth birthday party at The Gardens. Our unique facility offers a fun, botanic experience for our young guests. Come bloom with us!

Party Location

Host your next party in our Children's Garden. The gazebo shelter is reserved as part of either party package. Two large octagonal picnic tables plus two standard garden benches allows for seating, as well as space for food and beverages.



Party Packages

Birthday party packages are 90 minutes in length. Activities will be geared for Sprouts, children ages 4 - 6, as well as Saplings, children ages 7 - 9. Please let us know at the time of reservations if the age group is either a Sprout or Sapling so we can plan activities accordingly. We require that at least one parent attend the party as children must be accompanied by an adult.

- 1) Basic: \$60 for up to seven children. Each additional child is \$5 with a limit of 10 children in total. The Gardens provides the gazebo, picnic tables, tour of The Children's Garden, one garden activity, time for food and beverage, as well as time to open presents. You bring your own paper products, utensils, food, and beverage.

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

- 2) Deluxe: \$90 for up to seven children. Each additional child is \$7 with a limit of 10 children in total. The Gardens provides the gazebo, picnic tables, tour of The Children's Garden, one garden activity, one birthday bag per child, time for food and beverage, paper products (plates, cups, napkins, forks) personalized birthday cake and beverage, as well as time to open presents.

Summer Party Information

Summer birthday party dates: May through September on Saturdays and Sundays only. On Saturdays, the earliest party may setup at 9:30am and the last party must be completed by 3:30pm. On Sundays, the earliest party setup may begin at 12:30pm and the last party cleanup must be completed by 4:00pm. Please keep the birthday party limited to 90 minutes as The Gardens may be hosting several birthday parties in a single day.

Cake (available only with the Deluxe Party package): feeds up to 10 children, may select either white or chocolate with a butter cream frosting, and it may be personalized with the birthday child's name. Applicant must let The Gardens know the type of cake and the child's name at the time of reservation.

Beverage (available only with the Deluxe Party package): apple juice

Activities: includes one completed project that children may take home at the end of the party as well a tour of the Children' Garden. Tours and activities are facilitated by either garden staff or garden volunteer.

Please note you are allowed 15 minutes before the party for setup and 15 minutes after the party for cleanup at no additional charge. This brings the total time for gazebo rental to 2 hours (90 minutes for party, 30 minutes for setup & cleanup in total).

Party Cleanup

It is the responsibility of the applicant to cleanup after the party. If the applicant fails to cleanup after the party, it will result in the forfeiture of the damage deposit.

Reservation, Cancellation, and Rain Policies:

Reservation Policy: Birthday party reservations are made by completing the 'Birthday Party Contract' at the end of this document, turning in youth liability forms for all attending children signed by their parents (available at our website: www.fcgov.com/horticulture or at our Visitor Center on 2145 S. Centre Avenue, Fort Collins), paying for the selected party package in full, and

either stopping by or calling us at 970-416-2486 for gazebo availability. Reservations are made on a first come, first serve basis.

Cancellation Policy: Once a birthday party reservation has been made, the applicant may cancel the reservation, by calling 970-416-2486. Cancellations must be made at least 96 hours (4 days) in advance of the party for a refund. Failure to do so results in the forfeiture of the deposit as well as the birthday party package monies.

Rain Policy: The gazebo has a roof, but there is an opening in the middle which is topped by a cupola. In the event of rain, the birthday party may move into the classroom if available. If not, the party may move to the north side of the Visitor's Center, where a patio is protected by an overhang. Please note that a refund will not be offered.

GENERAL RESTRICTIONS: Youth Birthday Parties

1. Maximum number of birthday guests cannot exceed 10 children and 3 adults.
2. The Gardens has two octagonal picnic tables and two garden benches for use under the Gazebo.
3. Fires of any kind are not permitted on The Gardens grounds.
4. Animals, with the exception of service animals, are not permitted at The Gardens.
5. Smoking is prohibited in The Gardens and Visitor's Center.
6. Children must be supervised at all times. It is the responsibility of the applicant to inform guests of this policy.
7. Photography is permitted for personal use only. Any photography that may be used publicly or commercially must be approved in advance by The Gardens Director.
8. Rice, birdseed, confetti, and canned string are not permitted in our gardens. Flower petals and soap bubbles may be used.
9. 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.

10. The Applicant agrees to run the event in a timely manner. Should the event run overtime, applicant agrees to pay any overtime costs at a rate of \$20 per 30 minutes. In the event that another birthday party is scheduled immediately following the applicant's, the applicant will not be allowed to extend their party time.
11. Applicant is not permitted to nail, tape, or hang any items to features in The Gardens.
12. 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.

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.

3. Patrons are not allowed to walk, wade, or swim in the water features. This also includes climbing on the rocks surrounding the waterfall. Please use the stepping stones that parallel the bridge if you want a closer look. This water feature is man-made and has a liner that can easily be punctured by walking in the pond. Koi live in our pond as well as numerous water plants. Be respectful of their environment.

FOOD, BEVERAGE AND CLEAN UP POLICY

The Gardens on Spring Creek does not have a catering kitchen, and cannot provide catering services or assistance. All catering services are the responsibility of the Applicant and the catering vendor contracted by the Applicant. Clean up responsibility for the event lies with the Applicant and/or catering vendor.

1. Food and beverages must be provided by the applicant unless the Deluxe Party Package is selected. All food and beverages will be restricted to the gazebo area.
2. All dishware, cups/glasses, and utensils must be provided by the applicant unless the Deluxe Party Package is selected.
3. Applicant is responsible for clean up after the event, including cleaning of picnic tables and benches. Trash must be picked up from Children's Garden, any other outdoor space or classroom used for the event. Additional cleaning supplies and garbage bags will be available to applicant. Failure to complete cleanup will result in the forfeiture of the damage deposit.
4. Once garden staff has determined that no damage occurred and that the applicant has satisfactorily cleaned the party area, the deposit will be refunded. 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.
5. Alcohol is not allowed at youth birthday parties.



THE GARDENS ON SPRING CREEK

BIRTHDAY PARTY CONTRACT

Date of event: ___/___/___ Event Start Time: _____ End Time: _____

Set up will begin at: _____ Clean up will begin at _____

Name of Applicant: _____

Day Phone _____ Evening _____ Email _____

Applicant's address: _____

Person responsible for payment: _____ Phone _____ Evening _____

Address: _____

Party Package: circle one - Basic / Deluxe Party Age Group: circle one - Sprout / Sapling

Expected Attendance: Youth _____ Adults _____

Cake: circle one – white / chocolate Child's first name (for Deluxe Package) _____

Party Fee: \$ _____ Paid by CC _____ Check # _____ Cash _____ on date ___/___/___

Separate \$50.00 Damage Deposit Check # _____

The Gardens accepts: Discover, MasterCard, and Visa

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 Birthday Party 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

Office Use

Entered on calendar by _____

To Connie _____

Volunteer/staff _____ Phone _____ email _____