



# Evelyn Clark Classroom Rental Policy

## The Gardens on Spring Creek

### USE AREAS

The Gardens on Spring Creek can provide the classroom as a venue. Availability of the classroom is limited and determined by the facility schedule. Call ahead to check availability at 970-416-2486 as the classroom fills quickly. We suggest you make reservations early as The Gardens cannot guarantee availability at the time of the event if the classroom has not been reserved. Please note that The Gardens is a public facility and will remain open to the public during events.

The Gardens on Spring Creek is located at 2145 Centre Avenue. At the intersection of College and Prospect, take Prospect west until you get to the stop light intersection at the Hilton hotel. This cross street is Centre Avenue. Take Centre Avenue south for approximately 1/3 of a mile. The Gardens is on the right side of the street. Look for a giant watering can and entry into the facility.

**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 event, program or exhibit.**

**The Gardens reserves the right to increase fees based on market increases. This Policy will be updated to include increases as needed.**

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

### **Classroom Description**

The Evelyn Clark Classroom at the Gardens on Spring Creek is approximately 900 square feet in size. It has space for 30 participants in a classroom-style setting or 45 participants in a lecture-style setting. Features of the classroom include the following:

- Windows on three sides, providing balanced daylight and attractive views of the outdoor gardens and activities. Room darkening shades are available.
- An exceptionally beautiful, custom-designed 80" x 24" stained glass artwork mounted in the sidelight of the exterior door.
- Access to the greenhouse, which is operated by staff and volunteers, and filled with a variety of vegetables and flowers growing in a warm, moist and fragrant environment.
- Attractive décor, easily-rearranged tables with wheels and folding legs, comfortable chairs, 18' by 4' dry erase board, slide projector, projection cart, screen, microwave, and a coffee/tea maker.
- Adjacent restroom with custom-tiled wall.

**Revised 3/11/09**

## **Gardens on Spring Creek Provisions**

1. The classroom will be available for private use Monday through Friday from 9:00 AM to 8:30 PM, Saturdays from 9:00 AM to 4:00 PM, from October 1 through April 30<sup>th</sup>; plus Sundays from 12:00 to 5:00 PM from May 1<sup>st</sup> through September 30.
2. When the classroom is rented during the above business hours, guests are welcome to access and enjoy the other areas of The Gardens. During non-business hours when there is no outdoor staffing, classroom rental is for access of that space and the greenhouse only.
3. A staff member or garden volunteer will remain on the premises during the event. Please refer to staff member or volunteer with questions or concerns during the event. Set up services are not provided by the Gardens on Spring Creek. All set up and clean up are the responsibility of the applicant. Any additional materials secured in the event contract (tables, chairs) will be supplied prior to event set up.
3. Applicant will designate a Coordinator to supervise set up and clean up. This person should be introduced to the staff member or volunteer 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.
4. Parking is available at The Gardens in the main lot. Handicapped spaces are available in the southwest part of the parking lot. The Gardens on Spring Creek will not be responsible for ticketed or towed vehicles.
5. Prior to the event, applicant will receive a copy of the event contract detailing the services provided. Please read the event contract carefully and make any necessary corrections, sign and return one copy to The Gardens. This event sheet serves as the contract for services provided.

### **FOOD and BEVERAGE POLICY**

**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. All food and beverages will be restricted to the classroom only.
2. All table linens, dishware, cups/glasses, silverware and utensils must be provided by the applicant.
3. 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. If alcohol is to be served, a bartender must be hired from a list of bartenders/caterers approved by the City, and that bartender is the only person who can serve alcohol at 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.

4. Applicant is responsible for clean up after the event. Trash must be picked up. Failure to complete cleanup will result in the forfeiture of the damage deposit.

## **GENERAL RESTRICTIONS**

1. Maximum number of guests cannot exceed 45.
2. Fires of any kind are not permitted on the Gardens on Spring Creek grounds.
3. Animals, with the exception of service animals, are not permitted on the Gardens on Spring Creek grounds.
4. Children must be supervised at all times. It is the responsibility of the applicant to inform guests of this policy.
5. Photography is permitted for personal use only. Any photography that may be used publicly or commercially must be approved in advance by The Gardens on Spring Creek Director.
6. 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.
7. 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.
8. Applicant is not permitted to nail or tape any items to the classroom or any other feature in The Gardens.
9. The City of Fort Collins noise ordinance applies to all events at 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.
10. 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.

**RATE SCHEDULE**

Classification A: Non-profit organizations.

Classification B: General groups or clubs, private businesses, or private citizens that do not meet Classification A. Includes weddings, receptions, graduations, birthday parties, memorials, commercial or private meetings.

	<b>Classification A</b>	<b>Classification B</b>
<b>Room Use Fee:</b>	\$25 per hour	\$35 per hour
LCD projector	\$50.00 per function	
DVD/Video or slide projector	\$15.00 per function	

**Applicant must pay for rental at the time reservations are made.** The Gardens accepts cash, checks, or credit cards: Discover, MasterCard, and Visa. The City may use a 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. If Applicant’s additional costs exceed the amount of the rental payment, the City will bill the Applicant for the additional amounts, and payment is due within 30 days of the date of the bill. Cancellation notice is required for refund of applicable charges and damage deposit. Cancellation made within 7 days but more than 48 hours before an event will be assessed \$25. Cancellation within 48 hours of the event will result in full charges assessed.

**Please call the Gardens on Spring Creek at 970.416.2486 for more information.**

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# Evelyn Clark Classroom Rental Contract

Type of Event: \_\_\_\_\_

Food Service Description (catered, etc) \_\_\_\_\_

Date of event: \_\_\_/\_\_\_/\_\_\_ Event Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Set up will begin at: \_\_\_\_\_ Clean up will last from \_\_\_\_\_ to \_\_\_\_\_

Name of Applicant: (group/individual) \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening \_\_\_\_\_ Email \_\_\_\_\_

Applicant's address: \_\_\_\_\_

Person responsible for payment: \_\_\_\_\_ Day Phone \_\_\_\_\_ Evening \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Expected Attendance: Adults \_\_\_\_\_ Youth \_\_\_\_\_ Total \_\_\_\_\_

Please describe any additional circumstances or needs of which The Gardens staff should be aware:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Fee: \$ \_\_\_\_\_

Paid by CC \_\_\_\_\_ Check # \_\_\_\_\_ Cash \_\_\_\_\_ on date \_\_\_/\_\_\_/\_\_\_

**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 Rental Policy for the Evelyn Clark Classroom of The Gardens on Spring Creek 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 Gardens on Spring Creek Director

\_\_\_\_\_  
Date