



# Special Events Policy

## The Gardens on Spring Creek

### USE AREAS

The Gardens on Spring Creek can provide space for events such as weddings, receptions, award ceremonies, reunions, events, and meetings. Availability of space for events is limited and determined by The Gardens' program schedule. The Gardens offers outdoor spaces including the Children's Garden. Other areas that are currently vacant may be used for events as well. Please call for more information.

**In the event of a reservation and inclement weather occurs The Gardens will not be responsible for providing alternative space.**

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.

**The Gardens reserves the right to refuse rental space for any events deemed inappropriate to The Garden's 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.**

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

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

Revised 3/12/09

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

## **THE GARDENS ON SPRING CREEK PROVISIONS**

1. The Children's Garden will be available for private use before or after regular business hours: Monday-Friday, 7:30 AM to 9 AM and 5 PM to 8:30 PM; Saturday, 7:30 AM to 9 AM and 4 PM to 8:30 PM; Sunday, 8 AM to Noon and 5 PM to 8:30 PM from May 1<sup>st</sup> through September 30. Event set up may occur during business hours beginning one hour prior to closing. Event clean up must be completed by 9 PM. Tents or other equipment left overnight must be picked up by 9 AM the next morning. All food and drink items must be removed from The Gardens either prior to opening for morning events or the evening of the event.
2. The Gardens will provide use of restrooms in the small building adjacent to the main building. Administrative and storage areas will remain closed during an event for security. Access to the Children's Garden and restrooms will be available through the main entrance. The classroom, if available, can be used for event staging purposes. Additional fees may apply depending upon how long room will be needed.
3. A staff member will remain on the premises during the event. Please refer to this staff member with questions or concerns during the event. Set up services are not provided by The Gardens. All set up and clean up are the responsibility of the applicant. Any additional materials secured in the event contract (tables, chairs, etc) will be supplied prior to the event set-up time.
4. Applicant will designate a Coordinator to supervise set up, clean up, and 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.
5. 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 our service entrance on Rolland Moore Drive.
6. Gardens phones are not available for personal use.
7. 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 additions or corrections, sign and return one copy to The Gardens. This event sheet serves as the contract for services provided.

## FOOD, BEVERAGE AND CLEAN UP POLICY

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

1. Food and beverages must be provided by the renter. All food and beverages will be restricted to specific areas as designated.
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, including cleaning and removal of rented tables and chairs if needed. Trash must be picked up from Children's Garden, any other outdoor space used for the event, and classroom. A trash removal fee will be included in the rental contract. Applicant is responsible for emptying garbage cans in the Children's Garden during event clean up. Additional cleaning supplies and garbage bags will be available to applicant. Failure to complete cleanup will result in the forfeiture of the damage deposit.

## 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

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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 150.
2. The Gardens does not have tables or chairs available for rental. Three small tents are available for rental. Equipment supplied by the applicant must be approved by The Gardens staff prior to the event.
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 with approval from the Director.
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 as defined in the rental contract.
11. Applicant is not permitted to nail or tape 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.

13. No bikes or skateboards in The Gardens.

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**RATE SCHEDULE**

Classification A: Non-profit organizations.

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

	<b>Classification A</b>	<b>Classification B</b>	<b>Date Due</b>
<b>Reservation Fee</b>	\$20 (non-refundable)	\$20 (non-refundable)	30 days prior
<b>Damage Deposit</b>	\$200 (refundable if no damage is incurred)	\$200 (refundable if no damage is incurred)	Two weeks prior
<b>Use Fee: Per hour; 2 hour minimum</b>	\$70 per hour; minimum charge \$140	\$100 per hour; minimum charge \$200	Two weeks prior
<b>After hours fee:</b>	\$70 per hour pro-rated for time over schedule	\$100 per hour pro-rated for time over schedule	Paid immediately before departure
<b>*10' X 10' Canopy</b>	\$25 per canopy	\$25 per canopy	One week prior
<b>*A/V Equipment</b>	\$50 per unit	\$50 per unit	One week prior
<b>Late Fee</b>	\$70 per hour	\$100 per hour	Net 30 days

**The Reservation Fee is due thirty days prior to the event and is not refundable. Applicant will be invoiced three weeks prior to the event, and payment and damage deposit is due two weeks 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. The Gardens will return the remaining portion of the damage deposit within two weeks of the event. If Applicant's additional costs exceed the amount of the damage deposit, 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 within 72 hours of the event will result in full charges assessed.

**\*Please call The Gardens at 970.416.2486 for more information on rates, availability or amenities.**

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# THE GARDENS ON SPRING CREEK

## SPECIAL EVENT CONTRACT

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

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 for evening events)

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

Contact Person Name: \_\_\_\_\_ Day Phone \_\_\_\_\_ Evening \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Please indicate the areas you wish to use. Not all interior areas may be available at the time of the event. Garden's staff will contact you if the desired space is unavailable. \_\_\_\_\_ Children's Garden \_\_\_\_\_ Other location on site

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

Will food/ beverages be served? Yes No If yes, what will be served? \_\_\_\_\_

Will you be serving alcohol? Yes No

Check Gardens equipment to be rented: \_\_\_ Slide Projector/ Screen \_\_\_ Microphone/Amplifier \_\_\_ Tents

Reservation Fee: \$20

Party Fee: \$ \_\_\_\_\_ (\_\_\_\_ hours @ \$ \_\_\_\_\_ per hour = \_\_\_\_\_) Equipment fees: \_\_\_\_\_ Total Due \_\_\_\_\_

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

Separate \$200.00 Damage Deposit Check # \_\_\_\_\_

**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

### Office Use

Date entered on calendar \_\_\_\_\_

By \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

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