



2018 Evelyn Clark Classroom Rental Policy and Contract

The Evelyn Clark Classroom at the Gardens on Spring Creek ("The Gardens") may be rented for retreats, meetings and special events. Availability of the classroom is limited and determined by The Gardens' program schedule and construction. Please note that The Gardens is a public facility and will remain open to the public during regular business hours.

Please read the rental policies and contract carefully before completing the contract and paying for your event. You will receive a copy of the contract when it is completed and signed by the Director. The Gardens cannot be reserved without a signed contract and non-refundable deposit.

Classroom Description

The Evelyn Clark Classroom at the Gardens on Spring Creek is approximately 900 square feet in size. It has space for 35 participants in a classroom-style setting or 50 participants in a lecture-style setting. Features of the classroom include the following:

- ❖ Windows on three sides, providing balanced daylight and views of the gardens.
 - ❖ Movable tables, chairs, large white board, large counter, sink and coffee maker.
 - ❖ Ceiling-mounted projector, projection screen and Wi-Fi.
 - ❖ Adjacent accessible restroom.
- 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 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 Policy will be updated to include increased fees as needed. This 2018 contract is the only Policy and Contract that will be accepted for 2018 events.

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

The Gardens on Spring Creek, 2145 Centre Avenue, Fort Collins, CO 80526

970-416-2486 www.fcgov.com/gardens March 2018

Classroom General Rental Policies

- The classroom will be available for private use Monday through Saturday from 8:00am to 9:00pm year round. It is only available on Sunday from 12:00pm to 5:00pm from May 1st thru September 30th.
- Candles must be in a votive or hurricane holder.
- Animals, with the exception of service animals, are not permitted on the premises.
- Vehicles of any kind are not permitted in The Gardens. This includes all motorized and non-motorized vehicles. This also applies to bikes, skateboards and skates.
- Smoking of any kind is not allowed on the premises.
- Event set-up, decorating, take-down and clean-up may occur only during your paid rental time. Coming early or staying late for your event will result in additional charges.
- You cannot add additional time to your rental without the permission of The Gardens staff. No changes to rental time will be allowed after final payment is received, 30 days prior to event.
- Maximum number of guests cannot exceed the capacity of 50 people.
- A staff member will be on the premises during the event. Please refer to this staff member with concerns and questions.
- Parking is available at The Gardens in the main lot and along Botanical Lane to the south of the site. The Gardens will not be responsible for ticketed or towed vehicles.
- Client will designate a coordinator to supervise set-up and clean-up of the event. This person will be the contact person with The Gardens staff person on site.
- No items may be attached to classroom ceiling or walls.
- Staff will not sign for any deliveries.
- When the classroom is rented during the regular 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 and activity is limited to the classroom only.
- The City of Fort Collins and The Gardens will not be responsible for any lost or damaged items. This includes items left before or after the event.

Payments / Deposits / Contracts / Refunds

- One half of the total rental fee (as determined by your contract) is required to book the classroom and is non-refundable. If you book less than 30 days from your event date, the entire amount must be paid at time of booking.
- A completed contract is due at the time the event is booked.
- The balance of the payment for your event is due 30 days before your event. Once payment is finalized this will also be non-refundable.
- Refunds are not available within 30 days of your event.
- The applicant will receive a copy of the event contract detailing the services provided. Please read the event contract carefully before signing.
- 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.

Catering / Setup / Cleanup

- Standard set-up for the room is classroom/lecture style. If you require a different configuration, we must be notified 30 days in advance. Please indicate your set-up preference below.

☐ Lecture ☐ Other: _____

☐ Classroom _____

- Food and beverages for the event will be restricted to the classroom.
- All dishware and utensils must be provided by the caterer or applicant.
- Responsibility for clean-up of any event lies with Applicant and/or catering vendor.
- Clean-up must be completed by end of your rental period, as listed on the contract.

Alcohol

- No alcohol may be served during regular business hours of The Gardens.
- Check and initial:
 _____ **Yes**, there will be alcohol served at this event
 _____ **No**, there will not be alcohol served at this event.
- Please Initial: _____ I understand that if I or my guests bring or consume alcohol outside the event times, the City may shut the event down.
- Applicant 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 in the form of a caterer's contract, with provision for alcohol service, or copy of the TIPS card and driver's license must be provided at the time (30 days prior) of the final payment. The TIPS bartender must not be a presenter or the event.
- If documentation is not provided, alcohol cannot be served at the event. Guests may not possess or consume alcohol on The Gardens property outside of the rental time period. 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 immediately.

Alcohol Service must stop at 8:00pm.

Safety and Liability

- 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. 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 or 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.
- Children must be supervised at all times. No climbing on the rocks around the water feature. No climbing on the protective fence around the train garden. Swimming or wading in the pond in the Children's Garden is not allowed. It is the responsibility of the applicant to inform guests of this policy.
- **Copyright Compliance.** The User assumes the complete and sole responsibility for complying with all rules and regulations concerning copyright and paying all license fees in connection therewith. In the event that User fails to pay any such fees and, as a result thereof, the City incurs costs in payment of such, and/or in satisfaction of copyright obligations, User hereby agrees to reimburse the City for such costs and/or expenses. User agrees to indemnify and hold harmless and defend the City, its officers or employees from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any material performed during the Event.

*****I have read and understand the conditions on this contract*****

(initial) _____

THE GARDENS ON SPRING CREEK
2018 Evelyn Clark Classroom Rental Contract
2145 Centre Avenue, Fort Collins CO 80526, 970-416-2486

Event Name: _____

Date of event: _____

Rental Start Time (includes all set-up time): _____

Rental End Time (includes all clean-up/tear-down time): _____

Total Hours	x Hourly Rate	Class. A	Class. B 501(c)3
		Reservation fee	\$25
Regular Rate - \$35 per hour			
Non Profit Rate -\$25 per hour			

Applicant: _____

Address: _____

City: _____ State _____ Zip _____

Email _____ Phone _____

Contact Person (day of) Name: _____ Phone _____

Expected Attendance: _____ Adults _____ Youth (under 18) _____

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