



2018 Gardens Rental Policies and Contract

The Gardens on Spring Creek (“The Gardens”) provides space for events such as weddings, receptions, reunions, retirement parties and meetings. Availability of space is limited and determined by the Gardens program schedule. **Due to construction of new gardens on the northern half of the property, only the Children’s Garden and Outdoor Classroom are be available for rent in 2018.**

Please read the event 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 Gardens Director. The Gardens cannot be reserved without a signed contract and non-refundable damage deposit.

- 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 an event if it conflicts with a previously scheduled Gardens event, program or exhibit.
- The Gardens reserves the right to refuse rental space for an event 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 an alternative space.
- The Gardens reserves the right to increase fees based on market increases. This Outdoor Garden Rental Policy will be updated with 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 City of Fort Collins attorney.

The Gardens on Spring Creek, 2145 Centre Avenue, Fort Collins, CO 80526
970-416-2486 www.fcgov.com/gardens March 2018

Gardens General Rental Policies

- Outdoor spaces will be available for private rental use after business hours from mid-May through September 30. Available rental hours are Monday-Friday and Sunday from 5:00-9:00 p.m. and on Saturday from 4:00-9:00 p.m. Sunday mornings from 9-12 are also available. After September 15th, events can only be scheduled until 7:00 p.m. because of earlier nightfall.
- Fires of any kind (including gas and/or charcoal grills) are not permitted on The Gardens grounds. Candles must be in a votive or hurricane holder.
- Animals, with the exception of service animals, are not permitted at The Gardens.
- 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 paid rental time. Your rental period may start one hour before closing time. You will be charged for all set-up and clean-up time, including all time that your caterer needs to set-up for your event. Coming early or staying late for your event will result in forfeiture of your damage deposit.
- You cannot add additional time or equipment to your rental without the permission of Gardens staff. No changes to rental time or equipment will be allowed after final payment is received, 30 days prior to event.
- Maximum number of guests cannot exceed the capacity as noted on the order form.
- Restrooms will be available in the small building to the front/north of the Visitor Center.
- A staff member will be on the premises during the event. Please refer to the staff member with concerns and questions.
- Parking is available in our parking lot and along Botanical Lane to the south of the Gardens. The Gardens will not be responsible for ticketed or towed vehicles.
- Client will designate a coordinator to supervise rental event set-up and clean-up. This person should not be a member of the wedding party. This person will be the contact person with the Gardens staff person on site.
- No items may be attached to buildings, walls, or structures. No items may be placed in the ground without permission from Gardens staff. The Gardens are rented "as is" and items will not be changed, moved or modified for rentals.
- The City of Fort Collins (the "City") and The Gardens will not be responsible for any lost or damaged items. This includes items left before or after the event.
- Applicant and guests may not pick, prune or harvest any items from The Gardens.
- Staff will not sign for any deliveries.
- All wedding rehearsals must be scheduled with The Gardens. They may take place during regular business hours at no charge. If rehearsal is scheduled after-hours, regular hourly rates will apply.
- Rice, birdseed, confetti, glitter and canned string are not permitted. Butterfly and balloon releases are not permitted. Real or artificial flower petals may not be tossed or laid on the ground.

Payments / Damage Deposits / Contracts / Refunds

- One-half of the total rental fee (as determined by your contract) is required to book The Gardens and is non-refundable. If you book less than 30 days from your event, 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 prior to your event date. You must make an appointment to meet with The Gardens at least 30 days before your event to finalize equipment needs and to pay the balance due. Once the balance is paid, the entire fee is non-refundable.
- 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 \$200 damage deposit is due 30 days prior to the event. Following the event, Gardens staff will determine if all or any of the damage deposit will be refunded.

Catering / Cleanup

- If your caterer needs indoor space to prepare food, you must rent the Evelyn Clark Classroom for their use.
- Food and beverages for the event will be restricted to the rented space named in the contract.
- 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 or you will forfeit your damage deposit.

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.

- If documentation is not provided, alcohol cannot be served at the event. Guests may not possess or consume alcohol anywhere on 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 and result in loss of damage deposit.

Alcohol Service must stop at 8 p.m.

Equipment Rentals

- Applicant is not permitted to bring his/her own tents, tables and chairs into The Gardens.
- Chairs, tables and tents must be rented from The Gardens.
- Gardens staff will ensure set-up and takedown of all equipment rented for the event.
- If additional items need to be rented, these will be rented by The Gardens and there will be a 15% service charge.

Music / Noise

- Music is only allowed in the Children's Garden and will be measured by Gardens staff with a calibrated sound meter per The Gardens protocol. Applicant will be asked to turn down or turn off music if the staff member on site determines is above the allowable limit by the City noise ordinance.
- Music must end at 8 p.m. No DJs and/or DJ equipment are allowed.
- The City of Fort Collins Noise Ordinance applies to all events in The Gardens on Spring Creek. You can view the ordinance at:
https://www.municode.com/library/co/fort_collins/codes/municipal_code?nodeId=CH20NU_ARTIINO
- 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 / 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 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.
- Children must be supervised at all times. No climbing on the rocks around the water garden feature. No climbing on the protective shield-fence around the train display. 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.

Violation of any of these policies will result in the loss of your damage deposit.

2018 RATE SCHEDULE

Classification A: Private groups such as weddings, receptions, birthdays, private or commercial meetings.

Classification B: Non-profit organizations with 501(c)3 status or government agencies.

	Guest Capacity	Classification A	Classification B - 501c3	Payment due dates
Reservation Fee		\$25	\$25	At booking
Wedding Ceremony Package includes 3 hours of Children's Garden and classroom, one 6-foot table and one cocktail table with white linens and use of the wireless microphone system. Chairs not included.	150	\$700	n/a	One half due at booking, non-refundable
Children's Garden	150	\$175 per hour, 2 hour minimum	\$135 per hour, 2 hour minimum	
Outdoor Classroom	35	\$75 per hour, 2 hour minimum	\$60 per hour, 2 hour minimum	
Damage Deposit		\$200	\$200	Balance, damage deposit and alcohol documentation due 30 days prior to event
Evelyn Clark Classroom	50	\$35 per hour	\$25 per hour	
Other outdoor spaces are not available for rent at this time because of ongoing construction of new gardens in 2018.				

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

Rental Equipment Worksheet

Item	Quantity Needed	Cost each	Total	Notes
White Wedding Chair		\$3		
10' x 10' Tent		\$25		
Cocktail Table Hi-top or Low-top		\$10		
Tablecloths for cocktail table		\$5		
6-foot Banquet Table - seats 6		\$10		
Tablecloth for Banquet Table		\$5		
Round Table- seats 8		\$10		
Tablecloths for Round Table		\$5		
Black metal tables from Green Roof Shelter- <i>If you want us to move and set these up for your rental, the cost will be the same as the 6-foot banquet table.</i>		\$10		
Tablecloths for black metal tables		\$5		

Final Payment, damage deposit and proof of alcohol service 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 of Fort Collins 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 amount.

**THE GARDENS ON SPRING CREEK
2018 Outdoor Garden Rental Contract
2145 Centre Avenue, Fort Collins, CO 80526 970-416-2486**

In 2018, only these spaces will be rented for 2018 because of ongoing construction:

Children's Garden	Outdoor Classroom
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Event Name: _____

Date of event: _____ Time of ceremony: _____

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

Event End Time (includes all clean-up time): _____

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 (also non-refundable) prior to the event along with the damage deposit and alcohol server documentation.

Name(s) of Applicant: _____

Address: _____

City: _____ State _____ Zip _____

Email _____ Phone _____

Day-of Coordinator (not a member of the wedding party):

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 all provisions 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 all provisions of the attached Outdoor Garden Rental Policy are part of this Rental Contract. The City agrees to provide the facilities and equipment described above. Applicant agrees to pay the charges agreed on 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.

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.

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Applicant's signature

date _____

The Gardens Director

date _____