

# Western Kentucky Botanical Garden

## Venue Rental Agreement

This Venue Rental Agreement (Agreement) is entered into on \_\_\_\_\_, by and among defines the terms and conditions under which Western Kentucky Botanical Garden (WKBG) and \_\_\_\_\_ (Client) and sets forth said parties' agreement as to the terms, conditions, covenants, restrictions and obligations applicable to Client's reservation, rental and use of WKBG's facilities located at 25 Carter Road and 2731 West Second Street (WeatherBerry), Owensboro, KY 42301 (facility). This Agreement (including the attachments incorporated herein by reference) constitutes the entire agreement between the parties and shall be binding upon being signed by the parties. This Agreement may not be amended or modified except in writing signed by all parties.

### RENTALS:

The Daylily Room located in the Cottage is for events consisting of 40 or fewer people. The adjoining patio can accommodate extra guests, for an additional rental fee. Tables and chairs are included in the rental cost, but not table coverings. Use of the refrigerator is allowed. If the kitchen is to be used for cooking, an additional rental charge will be incurred.

Magnolia is a room in the cottage that can be rented for a small meeting (up to 15 people) or for the bridal party to get dressed.

The Education Classroom can be rented for meetings or other events for up to 20 people.

The Children's Playhouse can be rented for children's parties.

Space in The Garden is available for all size events. For events of less than 70 people, tables and chairs are included. For events of more than 70 people, all chairs and tables must be rented from another vendor. The Education Classroom, containing indoor restrooms is available for rent for an additional charge. In the event the Education Classroom is not rented, a porta potty is available for use. For events held inside at WeatherBerry, 50 chairs are available or indoor use only.

Rental of the entire Garden includes the use of all outdoor space and the use of the Cottage and Education Classroom Building, but not WeatherBerry, or the immediately surrounding property. The Garden will be closed for visitors one hour before the start of the event, and will remain closed for four hours, if event is held during regular Garden hours.

Pricing information is on the attached Exhibit A. A \$100 deposit is required to hold the date.

### DEPOSIT:

All rentals require a \$100 deposit. The deposit is for the purpose of reserving and holding the portion of the facility to be used by Client and shall be applied to the rental amount charged to Client. Should Client at any time and for any reason cancel the reserved rental of the facility, WKBG shall be entitled to retain the full amount of the booking deposit.

### PAYMENTS

All payments required to be made hereunder by Client shall be paid to Western Kentucky Botanical Garden. All deposits required under the terms of this Agreement shall be remitted to WKBG contemporaneous with Client's signing of this Agreement. The balance of the Facility rental amount

to be paid by Client shall be due and payable in full no less than 2 weeks prior to the date for Client's event. Any charges for damage to the facility resulting from Client's event shall be billed to client following the event and shall be due and payable no later than 2 weeks following the date of Client's event.

Payments made via credit card will have a 3 percent charge added to cover credit card fees.

#### POSTPONEMENTS AND CANCELLATIONS:

If event is postponed by Client 14 days prior to the event date, all payments will be forwarded to the new event date.

#### CANCELLATION DUE TO WEATHER (OUTSIDE RENTALS ONLY)

In case of bad weather, the full rental payment will be returned to Client, less a 3 percent fee, if a credit card was used for payment.

#### SETUP:

Client's rental of the Facility shall include only the specific space reserved by this Agreement. All setup and takedown/removal of items are the responsibility of Client, including tables and chairs owned by WKBG.

No tape, staples or other potentially damaging adhesives, nails, screws, staples or other penetrating items may be used on any walls, doors, or other structures of the Facility. No items may be hung from lighting fixtures or walls. No open flames are permitted at the Facility, and any candles used must be enclosed in glass.

There will be a \$100 damage fee if items are hung on the wall.

#### FOOD:

Food is allowed to be brought in, with no limitations on caterers used. Food preparation may not be undertaken at the Facility unless a rental fee is paid for the kitchen facilities.

#### ALCOHOLIC BEVERAGES:

Only beer or wine are allowed at events. Beer or wine may not be sold at the event. Client shall be responsible for ensuring that alcohol is not served to or consumed by any guest under the age of 21. Open alcohol containers may not be taken outside of the grounds of WKBG.

#### MUSIC AND ENTERTAINMENT:

Live and/or DJ'd music shall be permitted on the premises subject to the following conditions. All music must cease by 10:30 p.m. Musicians and DJ's shall be required to provide their own electrical cords and other equipment.

#### CLEANUP/DEPARTURE:

Clients shall be responsible for returning the Facility free of all trash, garbage and other debris and undamaged by the end of the day. Client is required to remove any trash from WKBG that will not fit in the trash totes. Client is required to place WKBG's tables and chairs back to their original location when Client arrived. If an indoor space is used, or the patio, the floor should be swept

before leaving The Garden. Client's failure to remove trash and garbage and return tables and chairs shall result in Client being charged an additional cleaning fee of \$100.

All guests must vacate the premises by 11 p.m. All property belonging to Client or Client's guests, invitees, vendors and agents shall be removed from the premises no later than noon the following day. Any such property remaining on the premises may be disposed of by WKBG at its discretion. Client agrees that WKBG shall not be responsible for any personal property brought into the Facility or the parking area that is lost, stolen, or damaged, and Client agrees to defend, indemnify and hold WKBG harmless from and against any claims, loss or damage related to any personal property brought onto the premises by Client or Client's guests, invitees, vendors or agents. Client shall be responsible for any and all damage to the Facility and surrounding areas and agrees to pay WKBG for the costs to repair any such damage such that the Facility is in the same condition as existed immediately prior to Client's event.

#### INDEMNITY:

Client agrees to defend, indemnify and hold harmless Western Kentucky Botanical Garden, and its owner, agents, representatives, employees and landlord from and against any and all claims, causes of action, demands, losses, fines, penalties, liabilities, costs and expenses (including reasonable attorneys' fees) of any kind or nature arising out of or resulting from Client's use of the Facility or any negligent, reckless, or willful act or omission of Client or of any of Client's guests, invitees, vendors or agents, while on any part of the premises (including the Facility and the parking areas).

Client acknowledges and agrees that WKBG shall not be held responsible for any losses, damages, or injuries to person or property that may occur on or about the premises from any cause whatsoever, except as directly arises and results from the intentional misconduct of WKBG. Client shall at all times be responsible for the control and supervision of all persons in attendance during Client's use of the Facility to ensure that no harm is done to persons or property.

#### OTHERS TERMS AND CONDITIONS:

Client covenants that the Facility will not be used for any illicit or illegal purpose and, at all times during the event, will be used only in a safe and lawful manner. Client covenants to use the Facility in accordance with all applicable health and safety guidelines and requirements that may then be in effect.

No smoking is permitted anywhere on the property of WKBG, including the parking lot.

Any vehicles not removed from the parking area within 24 hours of the end of the event will be towed at the vehicle owner's expense.

Children on the premises must be supervised at all times by an adult.

No sparklers, bottle rockets, firecrackers or fireworks of any type are permitted on the premises.

Parking is not allowed on any paths or grassy areas. One vehicle is allowed in the parking area of the Education Classroom. All other vehicles must be parked in the parking lot. In the case of events of more than 50 people, access to the Thompson Berry Soccer Field parking lot will be given.

For events that end after 6 p.m. March 1 through October 31, or any weekend events November 1 through February 28, Client is responsible for locking the gates. In the event the Thompson Berry

Soccer Field parking has been utilized, those gates must be locked in addition to the gates at the main parking lot.

WKBG reserves the right to terminate this Agreement due to Client non-payment or for non-compliance with the terms, conditions and requirements set forth in this Agreement.

In the event WKBG should turn this agreement over to an attorney to pursue recovery of any unpaid sums due hereunder, Client agrees to be responsible for WKBG's costs, expenses, and fees of collection, including its reasonable attorneys' fees.

CLIENT INFORMATION:

Client Name(s): \_\_\_\_\_

Contact Person (if Client is a corporate entity): \_\_\_\_\_

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

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Estimated No. of Guests: \_\_\_\_\_

Event Space Reserved: \_\_\_\_\_

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Due</u>
Deposit	_____	With signed Agreement
Balance of Rental Fee	_____	2 weeks prior to event

By signing below, Client acknowledges that Client has read and understands the terms, conditions, policies, payment requirements, and obligations set forth in this Agreement concerning the rental of the Facility and that Client hereby accepts and agrees to be bound by the same. Client agrees to uphold and abide by the usage policies and restrictions contained herein and to cause its guests, invitees, vendors, and agents to abide by the same. Client has reviewed and understands the terms, conditions and policies of this Agreement regarding cancellation, forfeiture of deposits, additional charges, and general terms of payment. Client acknowledges that this Agreement represents a binding contract enforceable in accordance with its terms.

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

WKBG REPRESENTATIVE: \_\_\_\_\_

Western Kentucky Botanical Garden  
Venue Rental Agreement Exhibit A

Daylily Room (located in the Cottage, maximum 40 people)	\$300
Daylily Room & Patio	\$400
Cottage in The Garden	\$700
Garden Suite (Daylily, Foxglove & Kitchen)	\$450
Patio	\$200
Magnolia (small meeting room, or room for ladies to get ready)	\$120
Kitchen	\$200
Foxglove & Kitchen	\$250
Gazebo	\$400
Education Classroom Building	\$300
Education Classroom Restrooms Only	\$120
Playhouse	\$100
Any site in Garden for ceremony <50 people	\$500
Any site in Garden for reception <50 people	\$500
Any site in Garden for ceremony >50 people	\$600
Any site in Garden for reception >50 people	\$600
Entire Garden Rental (includes use of Cottage and Education Classroom Building)	\$2,500
<b>WeatherBerry - rentals include 50 chairs for indoor use only</b>	
Large double room	\$700
Hallway	\$100
Kitchen	\$200
Upstairs	\$400
Back porch	\$250
Front porch	\$250
WeatherBerry house (use of entire house)	\$1,500