

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:

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 Education Classroom Building, and WeatherBerry, and the immediate surrounding WB property. For entire garden rental- 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 20% deposit is required to hold the date.

DEPOSIT:

All rentals require a 20% deposit (\$100 minimum). 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 installments of 20% of the total rental fee every 2 months until paid in full. Payment in full is due 60 days prior to your event date. Payments are non-refundable. 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 60 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. All removal of items must occur the same day of the rental.

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. NO FAKE FLOWER PETALS ALLOWED.

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. Warming kitchen only.

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/ CLEANING FEE DEPOSIT:

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. The client shall provide a credit card the day of their event where a \$250 charge will be placed on the client's card. The \$250 charge will be reversed only if the venue is returned to the same condition in which it was received. Client's failure to remove trash and garbage and return tables and chairs shall result in Client being charged an additional cleaning fee of \$250.

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 the same day as your event. 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 or tobacco products are permitted anywhere on the property of WKBG, including the parking lot. We are a tobacco free campus due to grant funding.

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, children are not permitted to be present during the setup of your event.

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 4 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): _____

Point of Contact Person : _____

Address: _____

Primary Phone: _____ Secondary Phone: _____

Email address: _____

Date of Event: _____

Type of Event: _____ Estimated No. of Guests: _____

Event Space Reserved: _____

Total Rental Amount: _____ Date of 1st Payment: _____

Deposit (20% min.) _____ With signed Agreement

Balance of Rental Fee _____ Must be pd in full 60 days 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 Pricing Exhibit A

| | |
|--|-------------------|
| Gazebo Weekday Rental | \$400 |
| Gazebo Weekend Rental | \$1000 |
| Education Classroom Building | \$400 |
| Education Classroom Bathrooms Only | \$200 |
| Any Ceremony Site in the Garden <50 people | \$1000 |
| Any reception Site in the Garden <50 people | \$1200 |
| Any Ceremony Site in the Garden >50 people>100>125 | \$1,200 - \$2,000 |
| Any Reception Site in the Garden >50 people>100>125 | \$1,500 - \$2,000 |
| Any Ceremony Site Only rental | \$1,500 - \$2,500 |
| Original 8 acres includes classroom building | \$4,000 |
| Entire Garden including WeatherBerry house | \$9,000 |
| WeatherBerry 2 large formal rooms downstairs | \$800 |
| WeatherBerry 1 st floor and surrounding outdoor areas | \$1,500 - \$2000 |
| WeatherBerry entire house | \$2,000 - \$2,500 |
| | |
| | |

*Ask about our Business and Nonprofit rates