

AMARILLO BOTANICAL GARDENS

CONDITIONS FOR USE OF RENTAL SPACE

Deviation from the following stated conditions, guidelines and agreement will immediately negate rental use. **No monies will be refunded by Amarillo Botanical Gardens if terms are violated.** The organization or person using the Amarillo Botanical Gardens is herein referred to as Renter. Renter to initial each section to state it has been read and that the renter will comply.

Insurance/Required Documentation (____) renter initials

-Renter will provide special event **PROOF OF INSURANCE** with a \$300,000 minimum liability coverage. Insurance options: The renter's homeowners insurance or a company's commercial insurance may provide off-site/special event liability coverage. The insurance company is to provide a certificate of liability/insurance listing the Amarillo Botanical Gardens as an additional insured.

-Insurance coverage on a homeowner's policy may not extend coverage for special event coverage. Please discuss this topic with your insurance agent making certain the required liability coverages are included within your policy. When a homeowner's policy includes the coverage, please have your agent send Amarillo Botanical Gardens a copy of your declarations page from the policy and confirm it is for the specific event you have scheduled.

-If the policy is issued to parents of a bride and groom, the parents will also need to sign the rental agreement.

-Renter may also purchase wedding or special event insurance from such sites as: Travelers Insurance (for weddings) (<http://protectmywedding.com/home.html>), www.markelamerican.com, or another insurance company. The insurance company should fax, email or mail documentation to ABG/Lynn May direct. Renter is responsible for confirming and supplying the appropriate current insurance coverage.

Liability (____) renter initials

-Amarillo Botanical Gardens will not be liable for personal injury of any person invited or permitted to enter the premises by Renter, even if such injury is caused in whole or in part by the gross or ordinary negligence of Amarillo Botanical Gardens. Liability insurance for the Renter and his/her group is the responsibility of Renter, not Amarillo Botanical Gardens. The Renter will indemnify, save and hold harmless Amarillo Botanical Gardens from any and all claims, damages, costs and expenses, including attorneys fees, by any and all such persons for any and all such injuries and damages, even if caused by the negligent or grossly negligent conduct of Amarillo Botanical Gardens.

Usage (____) renter initials

-Renter will use only the designated part of the building, entrance(s) and equipment specified in the agreement.

-Renter will leave the facilities in as good of condition as it was when made available to Renter for rental. Renter agrees to follow maintenance guidelines as outlined by the Amarillo Botanical Gardens. Failure to leave facilities in good condition, as determined by the management of Amarillo Botanical Gardens, will result in forfeiture of any maintenance deposit and be liable for additional repair charges or clean up fees. Cleaning guidelines are available upon request.

-Renter will vacate the premises on or before the end of the use period specified in the rental agreement. Failure to comply will result in additional billing due within one week of notification. See Terms/Policies page for pricing.

-Renter will not nail, tack, screw, tape, glue, or in any way attach materials to Amarillo Botanical Gardens walls, ceiling or any part of the facility, inside or out. Renter will not damage any plants, trees or shrubs located within the facility or the grounds of Amarillo Botanical Gardens. Renter shall not attach materials to trees, shrubs, plants, and fence or garden structures.

-Children must be supervised at all times by responsible adults. Children are not allowed to play in, run or walk through garden beds, be in, on or around the pond or other water features, play with gift shop items or be in unauthorized areas. Any damage caused to plants, garden beds (or items in garden beds), garden statues, pots or other ornamentation, or the facility in general will result in (at minimum) the maintenance deposit being retained by the botanical gardens. Damages and cleanup not covered by the maintenance deposit amount are also subject to additional fees which will be billed to the renter and payable within one week of notification.

-Renter and guests of renter may use bird seed, bubbles or real flower petals on the outside grounds. No other materials can be used (which include but are not limited to): silk flowers/petals/leaves, firecrackers/sparklers/fireworks, rice, glitter, crystals, confetti, etc. Renter is responsible for obtaining approval from the botanical gardens on any materials to be distributed/used on site.

-Candles must be enclosed in a protective covering (such as candle holders/hurricanes) to prevent dripping wax, fire, etc. Free standing candelabra, pillars, etc. must also have protective floor covering beneath it.

-Renter is required to notify the designated Amarillo Botanical Gardens representative prior to renter vacating Amarillo Botanical Gardens premises in order for representative to lock and secure all rooms and facilities. Failure to comply will result in the forfeiture of the Maintenance Deposit.

CONDITIONS FOR USE OF RENTAL SPACE

Continued...

-Renter is responsible for the security of objects, materials, or supplies not belonging to Amarillo Botanical Gardens. ABG-Amarillo Botanical Gardens will not be held responsible for damages or disappearances.

-Damages/Additional clean up- Any damages found after the event or clean up not completed by the renter (including a caterer, musician, event planner, etc) will result in additional fees to the renter above and beyond the maintenance deposit. Payment is due one week from notification.

-No Smoking is permitted in the buildings or on property. Smoking and ashtrays must be kept outside the front gate, and buildings, in a designated smoking area.

-Security must be on-site during events. Amarillo Botanical Gardens will make arrangements with an off duty police officer to be present. Renter is required to pre- pay for their services.

-Amarillo Botanical Gardens will not close during regular business hours for event bookings.

Food/Alcohol (____) renter initials

-Liquor, wine, champagne and/or beer may be served to Renter and/or guests with permission from the Amarillo Botanical Gardens with full recognition by Renter that any and all liability in association with the actions of such individuals consuming such beverages is that of the Renter or such guests and not that of Amarillo Botanical Gardens.

-The SALE of any alcoholic beverage by Renter or caterer to guests is prohibited.

-We suggest a licensed bartender serve any alcohol. A caterer serving alcohol at the event should have a Caterer's Permit which includes a mixed beverage permit or restaurants mixed beverage permit. Renter may need to provide a copy of the document(s) to the Amarillo Botanical Gardens.

-If renter is bringing alcohol on site it cannot legally be stored on premises before or after the event.

-Alcohol brought on site by renter may require renter to sign an additional waiver.

-Renter/caterer cannot cook/bake food in the building, but may reheat food on the stove or in the oven.

Rental Companies/vendors (____) renter initials

-Must receive approval from the botanic gardens for rental drop off/set up and take down/pick up times

-Cannot store rental items on the premises before or after the day of the event without prior approval from the botanic gardens.

-Rental equipment must be stored in designated areas.

-The rental company, or renter, must set up and take down all rental equipment.

-Renter must receive approval from ABG on which rental company is used.

I understand these conditions and agree to comply with them.

Return to:

Lynn May

Amarillo Botanical Gardens

1400 Streit Drive

Amarillo, TX 79106

806.352.6513 Fax 806.352.6227

lynn@abgardens.org

Renting Party (please print)

Signature of Renting Party

Date