



Event: _____

Date of Event: _____

Rental Terms & Conditions

Smoking is not permitted in any of the buildings under any circumstances.

Please note that all outdoor rental venues, except for the Pavilion and the Amphitheater, *require* rental of an indoor facility to provide guests with shelter in the event of inclement weather.

Booking Reservations

An event may be booked in person or by phone or email. Events are booked only when the Garden receives within three days:

1. The rental agreement signed by the person responsible for payment
2. The non-refundable rental deposit (50% of the rental fee)
3. Terms and Conditions, initialed and signed

Please make checks payable to Huntsville Botanical Garden *or* HBG. _____

Final Payment

The final payment includes the rental balance and any other costs incurred by the event that may include, but is not limited to, additional time purchased, security fee, bartender fee, etc. This final payment is due 30 days prior to the event. _____

Cancellations

If a reservation is cancelled within three days of booking, the Garden will charge the client an administration fee of 10% of the deposit paid. If a reservation is cancelled after the three-day period, the Garden withholds the rental deposit. If a reservation is cancelled within 30 days of the event, the Garden withholds the entire rental fee. A date transfer (from one date to another) is considered a cancellation and all policies listed above apply. The new date selected would be considered a new contract and full rental fees would apply. _____

Force Majeure

The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

With respect to COVID-19, the Force Majeure clause will not apply to clients who cancel events that are confirmed or rescheduled on or following May 1, 2020. Clients will not be eligible for a refund due to COVID-19 because the associated risks and impacts to events are not unforeseen as of such date. If there is a change to COVID-19 related health or travel advisories, restrictions on gatherings, quarantines or shelter in place mandates clients may reschedule their event to a later date with no penalty. _____



Damage Deposit

A damage deposit is required (separate check or credit card number) at the time of the final payment. The damage deposit will be returned following the event provided all venues are clean and damage free. Damage includes, but is not limited to, any violations of the Garden's alcohol policies, and any damage to garden property, facilities, equipment or grounds. All decorations, both inside and outside, must be removed. The amount of the deposit is dependent on the venue(s).

Outdoor Venues

All outdoor venues (except for the Pavilion or the Amphitheater) require rental of an indoor facility to provide guests with restroom access and shelter in the event of inclement weather.

Rental Venue Availability

The venue will *not* be available for setup until the start time as stated on the Rental Agreement. An Event Lead must be on duty before a client can take possession of a venue. Any violation of these terms will result in forfeiture of the damage deposit.

Outdoor Furniture and Equipment Rentals

The Garden does *not* supply outdoor furniture. Outdoor rental furniture is permitted in designated areas. All rental furniture and equipment (such as china, linens, glassware, etc.) must be delivered on the day of the event. Rental furniture must be picked up immediately following the event unless other arrangements are made in advance through the Garden. The Garden is not responsible for the setup and/or breakdown of rental items. The Garden reserves the right to determine appropriate setup and breakdown times for rental items, and to charge an additional day rental fee for unscheduled early deliveries or late pick-ups.

Indoor Furniture

The Garden provides event furniture in all indoor rental venues (60" guest tables, banquet catering tables, chairs) Rental furniture is *not* allowed for indoor venues without advance written permission from the Garden. Under no circumstances can existing Garden-owned furniture be removed from the venue(s).

Schedule

Rentals are typically for six to twelve hours and include set-up, break-down, and the actual event. There is a fee if additional set-up time is needed, and it must be scheduled in advance and is subject to staff and facility availability. The fee for extra hours is dependent on venue. Actual event time in all venues must end no later than 11:00 p.m. (allowing until 12:00 a.m. for break-down). Exceptions to the ending time of an event may be made on a case-by-case basis and must be approved in advance by the Garden. Rentals after midnight will be charged a fee of \$500 per hour. Additional security charges will also apply. All bars *must* close 30-minutes prior to the end of an event.

Clean-up and Trash

Remove all decorations and supplies. Clear all tables of food, tablecloths, supplies, decorations, etc., and place in trash containers. Please do not overfill. Extra trash bags are provided. Any remaining items in event space(s) or not in trash containers may result in the loss of the damage deposit.

Security

A security officer must be present for all events after Garden hours and for all events with alcohol service. There is \$250 fee for a four-hour security officer; \$50 per additional hour. For large events, the Garden will make the determination if more than one officer is required.



Alcohol

- The Garden retains its own liquor license and clients and their guests must purchase alcohol only from the Huntsville Botanical Garden as required by Alabama state law.
- **Under no circumstances may any client or guest bring outside alcohol into Huntsville Botanical Garden.** The client may lose the damage deposit if outside alcohol is brought in to the Garden (beer, wine, or liquor).
- The Garden reserves the right to ID anyone requesting alcohol, to refuse alcohol service to any individual, and/or to shut down the entire bar service at any time the situation is warranted.
- The client pays for all alcoholic beverages for a host or open bar. The Garden requires credit card information to be on file from the client. Credit card will be charged following the event.
- Bartender fee is \$175 for 4 hours. One bartender required for every 100 guests. Bars may not be open for longer than 4 hours without the written consent of the Director Hospitality Services.
- Bars must close 30 minutes prior to the end of an event.
- 18% gratuity and 9% sales tax is added to the invoice for a host/open bar.

Catering

The Garden does not provide catering services. The Garden requires the use of an approved caterer for events in indoor venues. The list of Approved Caterers is available through the Hospitality Services office. A caterer is required to clean the catering kitchen after an event. A Catering Checklist will be provided and applies to anyone using our kitchens. The Garden must approve any deviation from this policy.

Catering Kitchens

The following equipment is standard in our catering kitchens: icemaker, refrigerator/freezer, prep table(s), microwave, warming oven(s), and triple sinks. Other equipment/appliances are available in the Grand Hall kitchen. Trash bags and paper towels are provided by the Garden. Please note: The Garden does not provide utensils (cooking and otherwise), ingredients, tablecloths or other linens, towels, potholders, coffee pots, or dishwashing cleaning supplies.

Appliances

Caterers are responsible for the safe care of all HBG appliances. Please report any malfunctions to the Garden staff. Do not use harsh abrasives on stainless steel surfaces.

Decorations

No nails, staples, or push pins are allowed. No Command Hooks on the walls. No glitter or spray streamer (Silly String). Gaffers tape is the only tape permitted to secure cords, paper, linens, etc. to floors, and must be removed immediately following the event. Existing furniture, artwork, potted plants, and fixtures, indoor and outdoor, must remain in place. Candles are allowed if they are enclosed in glass where the edge of the glass is higher than the flame (no taper candles or candelabras). Any decorations left behind shall result in forfeit of damage deposit. The Garden is not responsible for personal items left at the Garden.

Signage

The Garden will provide directional signage for your event. The Garden must approve any additional signage in advance.

Guests

Rental of a Garden facility, with the exception of the Pavilion and the Amphitheater, includes admission for all guests invited to the event. However, after the Garden closes, guests must remain in the rented area only. Please supervise children for their safety, especially around pond areas.



Photography

The Garden does not provide photography services. The Garden is available for photo opportunities, at no charge, with a venue rental.

Photography Release

The Garden reserves the right to use event photographs released to the Garden for marketing purposes. The client must submit in writing any deviation from this release. _____

Drones for Photography

The Garden is in restricted airspace. Drone operators must meet all conditions set forth in the Drone Photography Policy and submit a request to the Hospitality Services office. _____

Audio/Video

The Garden provides A/V connections in all indoor rental venues, including microphones, screens, and sound. The client must provide laptops, smartphones, etc. Please confirm that your equipment is compatible with the Garden's before your event. Client must provide adapter for Apple computers. Adapter must be compatible with female HDMI cable. _____

Emergencies

Locate the fire extinguisher and emergency exits. Please notify Garden staff or Security Officer in case of an emergency. _____

Vendor Deliveries and Parking

Maps with directions to each loading area are available through the Hospitality Services office. No parking at yellow-painted curbs; unloading only. _____

Cleaning and Trash Disposal

Dispose of all food, trash, decorations, etc., in trash bags and secure the bags. Leave the closed trash bags in the kitchen for pick up. Caterers are responsible for leaving the catering kitchen exactly as found; this includes sweeping/mopping, taking trash to the dumpster, wiping down surfaces, and removing all food and preparatory items. The Event Lead will provide a checklist for the caterer, which must be completed and signed before departure. _____

Signed by Client/Point of Contact

Date

The Huntsville Botanical Garden is a year-round botanical oasis that hosts multiple annual exhibits and ever changing landscapes. On occasion, we encounter challenges in plantings, construction, maintenance and other issues, and the views and vistas may change from season to season.