**FACILITY RENTAL AGREEMENT**

Thank you for choosing The Arboretum at Flagstaff for your event! This agreement defines the terms and conditions under which The Arboretum at Flagstaff (hereinafter referred to as “The Arboretum”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “CLIENT”) agree to the CLIENT’s use of The Arboretum facilities on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Event Date). This agreement constitutes the entire agreement between the parties and becomes binding upon signature of both parties. This agreement may not be amended or changed unless executed in writing and signed by The Arboretum and the CLIENT.

**Group Information:**

Name of Group: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Group is a:

▭Non-Profit ▭Educational ▭ Institution ▭Private Party

**Primary contact:**

First name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_ Zip code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Event Information:**

Anticipated number of attendees (Max 50): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose for which the facility will be used:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Time including setup and cleanup: Arrival time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exit time\_\_\_\_\_\_\_\_\_\_\_\_

Additional Information you would like us to know about your event:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Please indicate below which facilities and equipment you are interested in renting.

**Walter Reichardt House:**

Includes admission to grounds, for up to 50 people. 8’ x 30” tables (up to 6) or 60” round tables (up to 5) and banquet chairs for up to 50 guests are included in the rental fee. Please work with our staff for the best option for setup for your group. Tables may be set up outside if that is your preference.

Number of hours including setup and clean up \_\_\_\_\_ x $80 = $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$20/hour additional if event extends past 7:00 p.m or if rental exceeds 8 hours or is on a holiday

Number of additional/holiday hrs \_\_\_\_\_ x $100 = $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Equipment:**

Projection Screen & Projector: $15/day $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Ramada Area:**

Includes admission for up to 60 people to the ramada area only. Picnic tables, Folding Chairs: up to 50 & 8’x30” Tables: up to 6 are provided.

Number of hours including setup and clean up \_\_\_\_\_ x $50 = $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$20/hour additional if event extends past 7:00 p.m or if rental exceeds 8 hours or is on a holiday.

Number of additional/holiday hrs \_\_\_\_\_ x $70 = $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Equipment:**

Set-up/takedown of tables & chairs if required by Arboretum staff $40 $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Add a private 50 minute Arboretum Garden Group Docent Tour to your event:**

A maximum of 15 participants is allowed per tour group. $35 for each group of up to 15 people. Requested starting time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number of people: \_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_

Please contact us 14 days notice prior to your event for availability.

**Deposits and fees required to reserve your event date:**

Non-Refundable Cleaning Fee $ 75

All Events Potentially Refundable Security/Smoking Deposit $ 200

**\*We are a NON-SMOKING venue**

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**Catering**

Will there be food at your event? Yes No

Will the event be catered? Yes No

Caterer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Caterer must be licensed as food caterer by the Department of Health and have General Liability Insurance)

If you have NOT hired a caterer, please explain your food service plan/arrangement. As we do not have a commercial kitchen no cooking or preparation is allowed on the premises:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Will alcohol be served? Yes No

Alcohol MUST be served by a licensed and insured professional. You must provide proof of the proper credentials, in writing, prior to the event, and the Arboretum must be listed as “Additional Insured Party” on their Liquor Liability Insurance policy of $1,000,000 or more. Most professional catering companies will have the ability to provide this service.

**The Arboretum does not allow for “self-serve” bars with alcohol, nor amateur or volunteer bartenders.**

Bar Service \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 I understand the above Alcohol Policy.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Facility Use Terms**

The following rules and regulations apply to all users of The Arboretum facilities:

**Security/Smoking Deposit:**

Security/Smoking Deposits will secure your date and may be refundable and used towards your total billable amount. The Arboretum may elect to keep all or part of your Security/Smoking Deposit if any terms of this contract are not met, or if any items are damaged.

CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Smoking & Vaping:**

The Arboretum is a smoke-free environment. Smoking and vaping are not allowed anywhere on The Arboretum property at any time, including in cars, the parking lot, the patio or the house. Due to the sensitive nature of our facility, this is strictly adhered to. The Arboretum may elect to keep all or part of your Security/Smoking Deposit if any member of your party is found to be smoking or vaping.

CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Cleaning Fee:**

The Cleaning Fee is non-refundable. It is your responsibility to clean up after your event. Any decorations, supplies, equipment, signs, handouts, or other items brought by your organization must be removed at conclusion of the program. Please do not use any tape or push pins to secure your signs or decorations.

CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Restroom:**

All guests must use the public restrooms, located adjacent to the Visitors’ Center parking lot. CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Pets: Outside Only:**

Owners will be expected to keep animals on a leash at all times and clean-up, as necessary. Dogs are NOT permitted inside buildings. Dog Waiver must be signed.

CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Parking:**

Parking for both meeting attendees and deliveries is restricted to the Visitors’ Center parking lot. CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Outdoor Lighting:**

The Patio and other areas directly outside the Walter Reichardt House are lit, but there is NO outdoor lighting in the gardens or parking areas. After hours events must provide their own lighting. CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Liability:**

The user is responsible for any damage or loss to Arboretum property caused by itself, its agents, or its guests. We will bill the user will pay for the damaged property and for any additional cleaning, repairs, or replacements that result from the use of the facilities. Assessment of damages and extent of responsibility of the group shall be determined by the Director of the Arboretum. Some users may be asked to provide The Arboretum with a certificate of insurance, evidencing general comprehensive liability insurance, in an amount equal to a minimum of $1,000,000 per occurrence, no later than 48 hours prior to the event.

CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Weather:**

Renter assumes any risk relating to the possibility of inclement weather. The Arboretum is primarily an outdoor venue, and renter agrees to take any necessary precautions related to the likelihood of inclement weather. Any changes to pre-determined plans must be made at least 48 hours prior to the scheduled event. Refunds will not

be available to renter for minor inclement weather reasons. Security Deposits will not be refunded if your event is cancelled without due notice (see cancellation policy).

CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Force Majeure:**

In the event that an occurrence of a Force Majeure Event (defined below) beyond the control of The Arboretum renders the Event Space unsuitable for the event, The Arboretum and Renter agree to reschedule the Event at a mutually convenient date and time and any deposit, prepayments and reservation fees shall be applied to the bill for the rescheduled event without penalty. In the instance that the Event is unable to be rescheduled for mutual convenience, all refundable monies remitted to The Arboretum will be refunded to the Patron. Non-refundable fees will not be returned due to the cost of preparation and loss of potential rental fees by the Arboretum. For purposes of this Agreement, a Force Majeure Event shall include, without limitation, acts of God, natural disaster (fires, hurricanes, and floods), war, riot, or any other similar event beyond the control of the parties.

CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

**Cancellation Policy:**

• 90 days prior to event, The Arboretum at Flagstaff will refund all monies

• 30-89 days prior to event, the Security/Smoking Deposit will not be refunded

• Up to 29 days prior to event, client forfeits rental fee and Security/Smoking Deposit

CLIENT’S initials \_\_\_\_\_\_\_\_\_\_

As the user or a representative of the group who will use the facility, I certify that I have read the above terms and represent the members of my group in agreeing to abide by them. I assume responsibility for informing members of the group who will be involved in using the facility of the terms of use as stated above.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Facility Rental Payment Terms**

Name on the card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Credit card number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CVV code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mailing address of card holder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone number of card holder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 I agree that The Arboretum at Flagstaff may charge my credit card for the $200 Security/Smoking Deposit and $75 non-refundable cleaning deposit upon submission of this agreement.

 I agree that The Arboretum at Flagstaff may charge my credit card for the remaining balance due 60 days prior to my facility rental.

If other payment arrangements are to be made, you must contact the finance department at The Arboretum at Flagstaff prior to the dates listed above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CLIENT Signature & Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Arboretum Representative Signature & Date

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