

 **THE Arboretum**
AT FLAGSTAFF **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 for WRH, 100 for stage, picnic, WRH): _____

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: _____

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

Walter Reichardt House (WRH):

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. If you need outdoor space / additional guests, also fill out the Stage rental portion.

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 \$ _____

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

Add a private 45 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 prior to your event for availability.

STAGE AND PICNIC AREA:

The stage and picnic area is available for rent in conjunction with the WRH rental and required for up to **50 additional guests**. Includes additional 50 chairs and use of picnic tables.

Number of hours including setup and clean up ____ x \$60 = \$ _____

Deposits and fees required to reserve your event date:

Non-Refundable Reservation/Cleaning Fee \$ 75 charged upon reserving your date.

All Events- Potentially Refundable Security/Smoking Deposit \$ 200 charged 30 days from your event date and applied towards your final balance on the day of your event.

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

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 _____

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 the conclusion of the rental. 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 and limited lighting in the 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 reservation/cleaning deposit upon submission of this agreement as outlined above

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