

Clovis Botanical Garden Facility Use Agreement

This is a Use Agreement between Clovis Botanical Garden (herein after known as CBG or Facility) and _____ (herein after known as CLIENT) for the use of the pavilion and or garden. Before finalizing this Reservation, CLIENT shall have completed and signed the Facility Use Agreement.

Payment Policy

Client Initials: _____

A fifty percent (50%) deposit of the Facility Use Fee is due at the time the CLIENT enters into this Agreement. The remaining balance (including security deposit) is due no less than ten (10) days prior to start of the event. Clovis Botanical Garden accepts payment in the form of cash, credit card or check payable to Clovis Botanical Garden.

An additional conditionally refunded security deposit of \$50 to guarantee the facility clean up and payment for any damages is collected with the deposit.

Cancellation Policy

CLIENT must provide a dated, written request for cancellation. Upon cancellation by CLIENT the following fee schedule will apply:

- v _____
- v _____
- v _____

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Hours of Operation

CLIENT will make plans in accordance with the following:

- Events may not last beyond 9:00 p.m. A \$50 fee will apply if the time exceeds the 9:00 PM deadline.
- The total time needed includes set-up, clean-up, and same-day removal of any rental items or as per prior agreement with Facility Manager.
- CLIENT is responsible for guest departure from the premises at an appropriate time to allow for clean-up within the specified total rental time.
- Clovis Botanical Garden is not responsible for any damage or theft of any items left by the CLIENT or any guest attending the CLIENT's event.

Services Provided

- **Staff:** Clovis Botanical Garden staff will be on duty during the entire event. A Staff member will open the Facility and provide information or direction as needed. The Staff member will not be available to serve, decorate, or participate in the event.
- **Tables, Chairs:** Such items are provided upon request and will be set out and put away by Clovis Botanical Garden. Set up is the responsibility of the CLIENT. Tables and chairs are not to be taken outside the designated area by the CLIENT or any guest attending the event.
- **Cleaning:** CLIENT must remove anything brought in by self, guests or hired vendors.
- **Parking:** There is no cost for parking in the area surrounding the Clovis Botanical Garden, although availability is not guaranteed.

Food

Client Initials: _____

All food must be prepared by, brought onto the premises, and served by the CLIENT or a caterer that is designated by the CLIENT. CLIENT or their caterer shall coordinate with the Clovis Botanical Garden Facility Manager at least 2 days in advance in order to confirm catering staff arrival time. Clovis Botanical Garden will not provide any serving materials.

Event will be catered by _____

Decorations

Client Initials: _____

Decorations may not be attached to trees, shrubs, plants, etc. No open flames allowed, please use LED lights.

- No glitter, confetti, rice, birdseed, hay or other similar items shall be thrown in or around the Facility.
- Use of Command adhesive products is recommended for hanging items.

Clean-Up Responsibilities

Client Initials: _____

Clean-up is the CLIENT's responsibility immediately following the completion of the event. CLIENT is expected to provide appropriate supervision to minimize spillage of food and beverages on the Facility grounds during the rental period. Any CLIENT leaving excessive trash within the Facility and/or outside the premises is subject forfeiture of the security deposit.

CLIENT must finish the clean-up no later than the time the CLIENT has identified as the ending time for his/her event. The CLIENT is responsible for the following cleaning duties:

- All decorations must be taken down and removed from the Facility.
- CLIENT is responsible for all food and beverage removal.
- CBG will provide trash bins and plastic liners. When the event is over, all trash must be placed in the dumpsters in Dry Creek Park.
- The Facility must be returned to its original level of cleanliness.
- Check with Facility Manager for checkout before leaving the premises.

Miscellaneous Policies

Client Initials: _____

Storage: Clovis Botanical does not provide storage before or after a rental event. All decorations, props, rented furniture, beverage dispensers, and personal belongings must be removed at the end of the event. Clovis Botanical Garden will not be responsible for items left behind, before, during or after the Event. Live animals, except for service animals, may not be brought onto the premises.

Damage to Premises: In cases where property has been damaged or abused beyond normal wear, CLIENT will forfeit security deposit and be billed for all damages and clean up expenses in excess of the \$50 security deposit.

- CLIENT and his/her guests are restricted to the rental area for event activities.
- Clovis Botanical Garden staff shall not enter the rented area unless otherwise designated.
- Clovis Botanical Garden reserves the right to take photographs of rental events for its own records.

Smoking:

Client Initials: _____

Smoking is not allowed inside the Clovis Botanical Garden. CLIENT must provide adequate smoking containers for use outside the fenced area of the garden.

Insurance Requirements

Client Initials: _____

In order to use the facility, CLIENT must provide general liability insurance covering CLIENT's use and occupancy of the Facility and garden property for the total time of the designated event. The general liability insurance must be in a minimum amount of **\$2,000,000**, naming the **Clovis Botanical Garden** and the **City of Clovis** as additional insured. A copy of insurance coverage must be submitted to Clovis Botanical Garden at least 10 days prior to your event date.

Security Personnel

Client Initials: _____

Clovis Botanical Garden may require security staff for events in which size, program and/or nature of the program indicates such need. The CLIENT is responsible for securing and providing proof of security to the garden 2 weeks before the event.

Alcoholic Beverage Policy - NO Liquor allowed.

Client Initials: _____

Clovis Botanical Garden shall abide by all laws of the State of California concerning the use and serving of alcohol. Each CLIENT wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in the Clovis Botanical Garden Facility.

- Alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage **and** when there is no admission charge for the event.
- In the case of monetary exchange for alcohol, a licensed caterer is required. Please note that the caterer's insurance only covers the alcoholic beverages, not Clovis Botanical Garden. Necessary licenses to serve or sell alcohol shall be obtained. Any group who sells alcohol or charges an admission fee and serves alcohol, must obtain a temporary liquor license from the State of California Alcoholic Beverage Control Board. A copy of the license must be on file with the Clovis Botanical Garden, ten (10) business days prior to the event.

_____ Alcohol will NOT be served

_____ Alcohol will be served

_____ Alcohol will be sold

Responsible Beverage Service Policies and Procedures

- Proof of Age will be required for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description, and photograph. Servers will confirm that the I.D. is that of the presenter.
- Non-alcoholic beverages (soda, juices, water, etc.) will be promoted and made available for the duration of any event where alcoholic beverages are sold or served.
- At events of (3) three hours or longer, alcoholic beverages service will be stopped one (1) hour before the end of the event.
- No alcoholic beverages may be brought into or taken out of the event by guests or participants.

Summary of Pertinent California State Laws

It is illegal to give, serve, or sell alcoholic beverages to any person under age twenty-one (21). This law applies to parents and other family members of minors.

- Identification as evidence of age must be issued by a government agency (state or federal) (i.e. valid driver's license). Documents altered in any way are unacceptable.
- It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.
- It is illegal to be intoxicated in public.
- It is illegal to drive under the influence of alcohol or with a blood alcohol level of .08% or higher.
- One -day licensed alcohol servers/sellers must be 21 years of age or older.
- Beverages servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under the age of 21.

Indemnification

User agrees to defend indemnify and hold harmless Clovis Botanical Garden and its employees and officers from and against any and all claims, demands, causes of action, or liabilities incurred by Clovis Botanical Garden or its employees, arising from CLIENT's acts or omissions under this Agreement or any act or omissions of CLIENT's vendors, employees, contractors, or persons attending the event with the express or implied permission or invitation of CLIENT, except as may arise from the negligence or willful misconduct of Clovis Botanical Garden or its employees.

Clovis Botanical Garden will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. CLIENT will be responsible for the control and supervision of the people in attendance during the use of the Facility to ensure no harm is done to persons or property.

CLIENT agrees to abide by this Agreement and acknowledges having received a copy thereof. CLIENT will be held financially responsible for any damage to the Facility or equipment, which occurs through the CLIENT's event at the Facility.

By signing below the CLIENT acknowledges that he/she has read and agrees to all above terms and conditions.

CLIENT

Signature

Print Name

Organization (If Applicable)

Date

CLOVIS BOTANICAL GARDEN

Signature

Print Name

Date