Beech Creek Botanical Garden

11929 Beech St NE, Alliance, Ohio 44601

330-829-7050 info@beechcreekgardens.org

Wedding Rental Agreement

This contract defines the term and conditions under which **Beech Creek Botanical Garden**, the Organization, and its directors, officers, employees, agents, licenses, independent contractors, vendors, successors and/or assigns, are, thereafter, sometimes individually and collectively referred to as “BCG”. (hereinafter referred to as **BCG**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **Customer**) agree to the Customer’s use of the facility at BCG on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (event date). The Customer hereby makes application to the BCG for facility rental, and certifies that the information in the application is correct. The Customer agrees to exercise the utmost care in the use of the BCG facilities and the surrounding property. The Customer agrees to adhere to all rules and regulations on this form and in the rental guidelines. Beech Creek Botanical Garden & Nature Preserve (BCG) is an independent non-profit organization located at 11929 Beech St in Alliance, OH 44601. This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless agreed upon and signed by BCG and the Customer.

Please read through the terms and conditions of the entire rental agreement before signing. Any questions or concerns need to be addressed before confirmation of event.

**Customer Information:**

Customer Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_&\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Additional Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ST \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Security Deposit Refund:**Will be mailed to following address after the Event, dependent upon all guidelines and policies having been met

Make Payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ST \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Wedding:**

Event date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ceremony site reserved \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Actual ceremony time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reception site time reserved\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(wedding rentals have the choice of 4 hour time block for a ceremony, and 8 hours for a reception. Time of your choosing between the hours of 10am and 11pm, time block includes decorating, event and clean up)

Approximate number of guests \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(rental does NOT include grounds admission for guests)

Decorating date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Decorating Time\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ (Note: There is an additional charge for decorating the day before and is dependent upon availability of rental location. Please be mindful while setting out your decorations that we are a Nature Preserve and cannot be responsible for any damages caused by critters and/or inclement weather)

Rehearsal Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rehearsal Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_ Number of attendees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Officiant**This is an optional amenity for a fee. Includes a prior meeting with the bride and groom before the event, wedding rehearsal and a 30 minute or less ceremony. Contact information for officiant is given at time of signing the agreement and is customers responsibility to contact and set up time and location with officiant.

**Cancellation Policy**
In the event that the Customer cancels the event, Customer will notify BCG immediately. If cancelation is made 30 days prior to the event, BCG will retain the $150 security deposit as a processing fee and refund remaining amount paid by Customer. No refund if cancelation is made within 30 days of the event.

**Fees**To confirm your reservation, we require 25% of the total rental costs + a $150 security deposit. This is the minimum amount due at the time of signing the agreement. The full balance of rental costs are due 30 days prior to the event date, including any optional amenities. Failure to comply with rental policies will result in the forfeit of security deposit.

**Liquor/Illegal Substances**Alcohol is permitted with prior approval. The Customer shall indemnify and hold BCG harmless from all liability for improper use of alcohol. Illegal substances are not allowed at any time on the premises.

**Rehearsals**Customer may hold a one hour rehearsal free of charge. Date and time are on a first come first serve basis. Rehearsal dinners, an additional charge, extend the allotted time to 4 hours and can include decorating for the event.

**Inclement Weather**
 Have a plan B alternate location in the event of inclement or extreme weather. If a cancelation is needed, BCG will work cooperatively with the Customer to make the best decision. BCG will retain a $75 processing fee and refund the balance paid. However, BCG reserves the right to be the final say on the severity of the weather impact on the event.

**Photography**A wedding rental includes taking photos on the grounds. This is limited to the bridal party and must take place in the rented time frame. Do not enter any of the flowerbeds or mulched areas. Do not move or disturb any plants, containers, benches etc. Please respect other guests on the grounds.

**Decorations**Decorations **NOT permitted** are as follows: Confetti, rice, faux flower petals, silly string, glitter, water ballons, candles, sparklers, any open flame (fire pit is an optional amenity and is only fire permitted with prior approval). Stapling or drilling will damage our facility and is not permitted. For any other items, please have prior approval from BCG.

**Policies**

* Rental includes site, tables, and chairs. No dressing rooms, refrigerator or freezer will be available for use
* Guest behavior is your responsibility
* Venue Rental alone does NOT include guest admission to the grounds, if no admission is purchased and your guests explore the grounds, this will result in an additional charge to you as well as forfeit of security deposit
* No Smoking on the grounds
* Live musicians and/or music is permitted and must be kept at reasonable volume, BCG has the right to monitor and adjust sound levels at any given time
* Keep in mind BCG is a public facility and other visitors and other events may be present at the same time
* Caterers and food trucks are allowed on the grounds within allotted rental time slot

**Clean up**All trash and litter resulting from the event must be disposed of in garbage bags (provided by BCG) and placed in the provided dumpster, located along the SE edge of the main parking area. Any decorations, belongings and trash must be cleaned up within the allotted rental time. Any damage to facility, grounds, damage or loss of equipment must be repaired and/or replaced at the cost of the Customer. Any items left will be considered a donation to BCG and will be disposed/used at our discretion. Failure to do so will result in forfeit of security deposit. Any damage to property will result in additional charges.

**Waiver of Liability.** The undersigned/Customer agrees to release, waive, and discharge BCG from any and all liabilities, claims, losses, or demands that may arise from or be related to any loss damage, accident, illness, or injury, including death, which may be sustained by the Customer or the Customers guests while attending the Event at BCG. The Customer agrees to further release, waive, and discharge BCG from any and all liabilities claims, losses, demands, or causes of actions, which may arise from or be related to any loss damage, accident, illness, or injury, including death, which may be sustained as a result of any vendors or service providers at the Event.

**Hold Harmless and indemnification.** The Customer agrees to defend, indemnify and hold harmless BCG from and against every loss, claim, expense (including attorney’s fees and costs), liability or payment by reason of any damage or injury to person (including death) or property (including loss of use or theft thereof) directly or indirectly arising out of, or in connection with this Agreement, in proportion to and to the extent that such injury, death, or damage or cause by the actual or claimed tortuous conduct (active or passive) of the Customer or the Customer’s guests. We reserve the right to make final approval of all applications, groups and/or events.

Prices are subject to change, please contact the Visitor Center for most current Rental Agreement.

**Beech Creek Gardens Member?** Join now & save: $125.00 Family $250.00 Friend
Members receive 10% discount on rentals, free general admission, 10% off plants & gift shop purchases, discounts on special events, and workshops.

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| --- | --- | --- | --- |
| **Wedding Ceremony Sites:** |  | **Non Member** | **Member** |
| **Secret Garden** (180 guests) |  |  $525.00 |  $472.50 |
| **Wildlife Deck** (40 guests) |  |  $300.00 |  $270.00 |
| **Woodland Pavilion** (100 guests) |  |  $500.00 |  $450.00 |
|  |  |  |  |
| **Reception Sites:** |  | Non Member | Member |
| **Wildlife Deck** (25 guests) |  |  $300.00 |  $270.00 |
| **Woodland Pavilion** (96 guests) |  |  $525.00 |  $472.50 |
|  |  |  |  |
| **Rehearsal Dinner:** |  | Non Member | Member |
| **Woodland Pavilion** |  |  $200.00 |  $180.00 |
| **Wildlife Deck** |  |  $100.00 |  $ 90.00 |
|  |  |  |  |
| **Optional Amenities:** |  |  |  |
| Wedding Officiant |  |  $150.00 |  |
| Canopy for DJ (10x10) |  |  $ 50.00 |  |
| Canopy (10x15) |  |  $ 70.00 |  |
| Canopy for Caterer (10x20) |  |  $ 90.00  |  |
| Decorating Day Before |  |  $ 75.00 |  |
|  |  |  |  |

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| **For Office to fill out** |  |  |  |  |  |
| **Ceremony Site** | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  | **25% of Total** | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Reception Site** | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  | **Security Deposit** | **$ 150** |
| **Rehearsal Dinner** | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  | **Total Due Today**\* 4% Service Charge if using Credit/Debit | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Optional Amenities** | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |  |  |
| **Membership** (if joining) | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  | **Remaining Balance**  | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Total** | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  | **Due on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(30 Days prior to Event) |  |
|  |  |  |  |  |  |

**Credit Card to be kept on file** in case of damages caused to property or failure to comply with stated policies**.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name as appears on card Card # Expiration CVC Zip code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Customer(applicant) Signature Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
BCG Representative Signature Date

**Office Use Only**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Date** | **Amount** - payment+ add-on | **Notes** | **Credit/Debit** Add on 4% | **Check #** | **Cash** | **Initials**(BCG Rep) | **Balance** |
| **Total Due, Beginning Balance** | $ |
|  |  | Initial Payment |  |  |  |  |  |
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Record any payment, calculate and write in new balance, print and staple a receipt of payment to the Agreement