

Beech Creek Botanical Garden
11929 Beech St NE, Alliance, Ohio 44601
330-829-7050 info@beechcreekgardens.org



Event 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.

Customer Information:

Customer Name(s) _____

Phone # _____ Additional Phone # _____

Address _____ City _____ ST _____ Zip _____

Security Deposit Refund:

Will be mailed to following address following the Event dependent upon all guidelines and policies having been met

Make Payable to _____

Mailing address _____ City _____ ST _____ Zip _____

Event:

Event date _____ Event time _____ to _____

(rentals have the choice of 4 or 6 hour time block of your choosing, pricing reflects time selections. Events can be held between the hours of 10am and 11pm, time block includes decorating, event and clean up)

Decorating time _____

(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)

Event location Wildlife Deck (up to 25 guests seated at tables) Woodland Pavilion (up to 96 guests seated at tables)

Proposed event (graduation, birthday party, baby shower, etc.) _____

Approximate number of guests _____

(rental does NOT include grounds admission, ticket packages may be purchased for your event)

Cancellation Policy

In the event that the Customer cancels the event, Customer will notify BCG immediately. If cancellation is made 30 prior to the event, BCG will retain the \$75 security deposit as a processing fee and refund remaining amount paid by Customer. No refund if cancellation is made within 30 days of the event.

Fees

To confirm your reservation, we require 25% of the total rental costs + a \$75 security deposit. This is the minimum amount due at the

Initial here _____

www.beechcreekgardens.org 330-829-7050

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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.

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.

Decorations

Decorations **NOT permitted** are as follows: Confetti, rice, faux flower petals, silly string, glitter, water ballons, candles, sparklers, any open flame, excluding birthday candles (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
- 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
- Keep in mind BCG is a public facility and other visitors and other events may be present at the same time
- Alcohol is permitted with prior approval and is to be kept in the rental site area at all times
- Caterers and food trucks are allowed 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 NW edge of the main parking area. Any decorations, belongings and trash must be cleaned up within the allotted rental time. Any items left will be considered a donation to BCG and will be disposed/used at our discretion. Any damage to facility, grounds, damage or loss of equipment must be repaired and/or replaced at the cost of the Customer. Failure to do so will result in forfeit of security deposit.

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.

Rental Sites:		Non-Member	BCG Member
Woodland Pavilion	4 hour time block	<input type="checkbox"/> \$140.00	<input type="checkbox"/> \$126.00
	6 hour time block	<input type="checkbox"/> \$175.00	<input type="checkbox"/> \$157.50
Wildlife Deck	4 hour time block	<input type="checkbox"/> \$ 85.00	<input type="checkbox"/> \$ 76.50
	6 hour time block	<input type="checkbox"/> \$110.00	<input type="checkbox"/> \$ 99.00

Grounds Admission:

There is no admission fee for your guests to attend your event. However, the event site rental **does not include guest admission to the grounds**. Any guests that are members have free general admission as always. You may purchase individual admission passes for your guests. If you purchase 25 or more admissions, we can offer a 20% discount on the admissions purchased. With the admissions, you will be given wristbands to hand out to your guests to signify general admission and they will have access to the gardens, playgrounds, hiking trails, etc. Raptor Hallow, the Butterfly house, the Amazing Garden, and the Aviary are also included in general admission but have limited hours. Please check our website or with the Visitor Center for current hours. If you do not purchase admission passes, you are responsible to let your guests know they do not have access to the grounds. If we see your guests exploring the grounds without admission, you will be charged and forfeit your security deposit.

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 tortious 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.

For office to fill out			
Rental Site	\$ _____	25% of Total	\$ _____
Membership (if joining)	\$ _____	Security Deposit	\$ 75
Total	\$ _____	Total Due Today	\$ _____
		<small>*4% Service Charge if using Credit/Debit</small>	
		Remaining Balance	\$ _____
		Due on _____	\$ _____
		(30 days prior to the Event)	

Customer(applicant) Signature

Date

BCG Representative Signature

Date

Office Use Only

Date	Amount - payment + add-on	Notes	Credit/ Debit <small>Add on 4%</small>	Check #	Cash	Initials (BCG Rep)	Balance
Total Due, Beginning Balance							\$ _____
		Initial Payment					

Record any payment, calculate and write in new balance, print and staple a receipt of payment to the Agreement