

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



Alcohol Permission

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.

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.

Liquor/Illegal Substances

- Alcohol is permitted with prior approval by BCG and must be stated 30 days prior to event.
- Access to reception must be for invited guests only, alcohol must be kept in reception area at all times.
- No alcohol is to be sold (no cash bar).
- No one who appears to be intoxicated or under 21 is to be served alcohol.
- No alcohol can be served unless there is also food provided.
- Illegal substances are not allowed at any time on the premises.

Drunken or violent disturbances are prohibited and subject to immediate removal from the premise and possible termination of the event without refund. The Customer shall indemnify and hold BCG harmless from all liability for improper use of alcohol.

Customer(applicant) Signature

Date

BCG Representative Signature

Date