



### Fees, Cancellations, Changes, Inclement Weather

- \* 25% of rental site fees due with reservation, balance due 6 weeks prior to event. Optional amenities fees due 2 weeks before event.
- \* If cancellations are made 21 days before the event BC will retain \$50 (processing fee) and refund remaining amount paid by renter.
- \* No refund if cancellations are made within 20 days of the event.
- \* Inclement Weather: #1) Have a plan B alternative location.
  - #2) If you've rented the Wildlife Deck & the Woodland Pavilion is available we can move your event there.
  - #3) If cancellation is needed (Beech Creek Gardens will work cooperatively along with the Renter to make the best decision). Beech Creek Gardens will retain a \$50 processing fee and refund the balance paid. However, Beech Creek Gardens reserves the right to be the final say on the severity of the weather impact on the event.

### Rental Policies

- \* Event site rentals allow for a block of 4 hours (this should include any decorating and clean up as well as the event).
- \* All outdoor decorations must be removed following the event.
- \* No confetti PLEASE.
- \* The fee includes tables & chairs for the rented space, you may re-arrange the existing tables & chairs to meet your needs.
- \* If you wish to "switch-out" the tables and/or chairs there is an additional \$50 fee.
- \* **Litter** resulting from the event must be picked up and placed in trash bags (provided by Beech Creek Gardens), and **placed inside our dumpster** (located along the NW edge of the main parking area). Failure to clean up the area, and remove all belongings, may result in loss of security deposit.
- \* Damages, any damages to Beech Creek Gardens grounds, buildings, or loss of tools, equipment must be repaired and/or replaced at the cost of the Host (Renter), and may result in loss of Security Deposit.
- \* Alcohol is permitted but you must have PRIOR PERMISSION. All alcohol should be kept in the reception area at all times (no carrying open bottles/cans around the grounds).

### Notes:

1) There is no General Admission fee for your guests to attend your event. However, if they wish to explore any other area of our grounds including the gardens, hiking trails, butterfly house, plant science center, caterpillar nursery, nature playground, etc. then a General Admission fee DOES apply. This General Admission fee ranges from \$11.00 to \$17.00 per person depending on the season, seniors receive a \$1.00 off discount, ages 0-2 years are free. If general admission passes are not purchased, these guests should stay within the rental site areas.

2) Please keep in mind that Beech Creek Gardens is a public facility and that other visitors are here, and other events may also be scheduled at the same time as your event. Our staff and volunteers will work hard to minimize any interference and ensure that you have an enjoyable and memorable experience.

**The undersigned hereby** makes application to the Beech Creek Botanical Garden & Nature Preserve (Beech Creek Gardens) for facility rental, and certifies that the information in the application is correct. The undersigned agrees to exercise the utmost care in the use of the Beech Creek Gardens facilities, the surrounding property. The applicant agrees to adhere to all rules and regulations on this form and in the rental guidelines.

**PREFACE A.** Beech Creek Botanical Garden & Nature Preserve (Beech Creek Gardens) is an independent non-profit organization located at 11929 Beech Street in Alliance, OH 44601. **B.** Beech Creek Gardens, the Organization, and its directors, officers, employees, agents, licensees, independent contractors, vendors, successors and/or assigns, are hereinafter, sometimes individually and collectively referred to as "Beech Creek Gardens." **C.** The renter or persons responsible for the Event, (hereinafter referred to collectively as "The Host").

**Waiver of Liability.** The undersigned/Host agrees to release, waive, and discharge Beech Creek Gardens, 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 Host or The Host's guests while attending the Event at Beech Creek Gardens. The Host agrees to further release, waive, and discharge Beech Creek Gardens from any liabilities, claims, losses, demands, or causes of action, 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 to the Event.

**Hold Harmless and Indemnification.** The Host agrees to defend, indemnify and hold harmless Beech Creek Gardens from and against every loss, claim, expense (including attorney's fees and costs), liability or payment by reason of any damages 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 is caused by the actual or claimed tortious conduct (active or passive) of The Host or The Host's guests. We reserve the right to make final approval of all applications, groups &/or events.

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Applicant (Host) Signature

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Date

