



SPECIAL EVENT NON-EXCLUSIVE RENTAL AGREEMENT

User 1 Name _____	User 2 Name _____
User 1 Email _____	User 2 Email _____
User 1 Phone # _____	User 2 Phone # _____

Circle Type of Event:
 *Memorial
 *Wedding Ceremony Only
 Wedding & Reception
 Reception Only
 Corporate Event
 Other/Explain: _____

Event Date: MM/DD/YY Hours Desired AM to PM Event Start Time

*Rehearsal Day/Time (if wedding): _____ Estimate # attending: _____

Billing Contact: _____ If Business, Company Name: _____
 Billing Address: _____ City _____ State _____ Zip _____

Please keep IBG informed of any changes in contact information

Contact Person/User Representative during event
 (not part of wedding party): Name/Cell# _____

<u>RENTAL and USE FEES</u>			<u># Hrs</u>	<u>TOTAL \$</u>
Rental Fee	<ul style="list-style-type: none"> • 2 hour minimum • Each addition hour 	\$ 900		
Parking Assistants	<ul style="list-style-type: none"> • \$75/hour per 3 assistants 	Optional		
Subtotal				
*Memorial Services are tax exempt - Idaho Sales Tax 6% on subtotal				
Special Event Insurance	<ul style="list-style-type: none"> • \$1 million coverage (required) 	\$100 <small>(if not provided by user)</small>	NA	
TOTAL DUE				
50% of TOTAL DUE (including taxes) Date Paid _____ Method _____				
BALANCE DUE (30 days in advance of event) on _____				

50% Rental Fee and taxes are non-refundable. No changes to event date or time allowed.
 *According to Idaho State Tax Commission, not taxable

User's Signature: _____ Date _____

IBG Signature: _____ Date _____

For Office Use Only:

Deposit \$ _____ Amount Paid \$ _____ Date Paid _____ Check or Credit Card

Received by _____



This Site Use Agreement ("Agreement"), effective as of the ___ day of _____, 20___, between the Idaho Botanical Garden, Inc. ("IBG"), a private non-profit corporation, and _____, ("User") entitles User to non-exclusive rental of IBG areas for use as:

Circle Type of Event:	*Memorial	*Wedding Ceremony Only	Wedding & Reception	Reception Only	Corporate Event	Other/Explain:
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IBG is the lessee of certain real property in Ada County, Idaho, more particularly known as the Idaho Botanical Garden. IBG was established and is operated and maintained as a cultural and educational venue to be available to all members of the public. User desires to use, on a non-exclusive basis, certain areas of IBG for holding a private event. The parties agree as follows:

1. Description and Use. IBG permits User to use those portions of IBG selected and described in Exhibit A ("Special Use Areas"), attached and incorporated by this reference. User may use the Special Use Areas only for the purpose designated above and any use incidental to the event. User is entitled only to the non-exclusive use of the Special Use Areas. Public access will not be limited or restricted; however, IBG staff will be on-site to assure no interference with the scheduled event.

2. Period of Use. User may use the Special Use Areas beginning at _____ a.m./p.m. and ending at _____ a.m./p.m. on the ___ day of _____, 20___ ("contracted time").

Full payment of the Use Fee entitles User to a maximum of 7 hours of use of the Special Use Areas. **All User activities, including set-up, photography, clean-up and teardown, must take place within the contracted times.** Note: Rental equipment may be picked up outside the contracted time if arrangements are made with IBG in advance.

3. Fees and Payment. User agrees to pay to IBG the Total Rental and Use Fee set forth in the Facility Rental Agreement ("Use Fee"), plus any additional fees incurred under the terms of this Agreement and all applicable taxes.

3.1 Down Payment. User is responsible for paying 50% of the Use Fee, including applicable sales tax at the time of signing this Agreement ("Down Payment"). The Down Payment is non-refundable and may not be applied to future or alternative bookings. The remainder of the Use Fee is payable no later than 30 days prior to the scheduled event. If full payment of the Use Fee and a Certificate of Liability as described in Section 12 is not received at least 30 days prior to the event, IBG reserves the right to cancel the contract and release the space for another event.

3.2 Non-refundable. The Use Fee, or any portion of the Use Fee, is not refundable unless IBG, in its sole discretion, determines that an extraordinary exception should be made.

3.3 Additional hours: Additional hours for the event may be rented at \$300 per hour, so long as arrangements are made at least 7 days prior to the day of the



event. IBG's ability to arrange such additional hours is based on availability and scheduling of staff.

4. Additional Costs. If User arrives prior to the beginning of the contracted time as noted in Section 2, or remains after the ending time of the contracted time as noted in Section 2, User will be charged an additional Use Fee of \$500 for each hour or any portion of an hour outside the times noted in Section 2.

5. Damage Costs. User will reimburse IBG for any expense incurred to repair any damage to IBG caused by User or User's family, guests, or invitees. Any such damage reimbursement owed by User is due in full no later than 30 days after receiving an invoice from IBG.

6. User Representative/Contact Person. User shall designate to IBG in writing the name of a person authorized to act on behalf of User and to serve as the point of contact with IBG. Such representative shall meet in person, or via telephone or email, with an IBG representative at least one month prior to the event and shall be present at all times during the event.

7. Wedding Rehearsals. If the scheduled event is a wedding ceremony, User is permitted one rehearsal at IBG at no additional charge. Such rehearsal shall be no longer than 1 hour on a day other than the event day. If User remains beyond the scheduled hour, User will be charged the standard Hourly Use Fee of \$300 for each hour or any portion of an hour beyond the scheduled hour.

User's representative must contact IBG no more than 30 days prior to the wedding to schedule the rehearsal. This rehearsal will be scheduled at a time and location based on availability, and IBG reserves the right to cancel the rehearsal or change the time and location of the rehearsal as it may be necessary so as not to conflict with other events occurring at IBG.

8. IBG Responsibilities. IBG shall maintain a representative at IBG to meet with User, User's representative, and any event contractors hired by User. IBG shall allow User access, with no admission charge, to IBG for pre-event planning purposes if User contacts IBG in advance.

9. User Responsibilities. User is solely responsible for arranging all necessary and appropriate services for the event in accordance with the provisions of this Section and with the User Guidelines and Restrictions set forth in Exhibit B, attached and incorporated by this reference. IBG reserves the right to refuse admission or to eject from IBG any guest or visitor who fails to comply with the terms of this Agreement. If User does not comply with IBG's request, IBG will contact law enforcement officials for immediate action.

9.1 Event Contractors. User is solely responsible for hiring all necessary, appropriate, and desirable contractors for User's event, including without limitation, caterers, rental equipment suppliers, florists, photographers, and musicians. All such contractors shall comply with all rules and regulations of IBG then in effect. IBG reserves the right to refuse admission or to eject from IBG any contractor who fails to comply with any such rules and regulations.



9.2 IBG Event Crew. IBG provides table/chair setup and takedown and cleaning service for all Garden areas. This does not include decorations, food, utensils and linens, all of which are User's responsibility.

User shall use Idaho Tents and Events for rental of any tents, tables, or chairs used for the event unless IBG agrees to a different arrangement in writing in advance. Address: 3900 W Chinden Blvd, Garden City, ID 83714, Phone: (208) 336-5486

9.3 Deliveries, Set-Up, and Clean-Up. With the exception of agreed upon services provided by the IBG event crew, User is responsible for ensuring that all deliveries to IBG for the event and all setting up, taking down, and removing of all equipment needed for User's event occurs within the contracted time set forth in Section 2 of this Agreement together with any additional time that User has rented under Section 3 of this Agreement. User, members of User's party, and User's contractors will not be allowed within IBG prior to the beginning of the contracted time without IBG's prior written consent. Any additional time used after the contracted time will be charged as an Additional Use Fee as described in Section 4 of this Agreement.

9.4 Compliance with Laws. User shall comply with all laws, rules, regulations, and ordinances of the United States, the State of Idaho, the City of Boise City, and any other governmental and quasi-governmental agencies or authorities with jurisdiction over IBG. User will immediately correct any violation brought to User's attention during the course of the event. User is solely responsible for all taxes, fees, charges, licenses, and permits necessary to engage in the event.

10. Restrictions on Use.

10.1 No Smoking. Smoking is generally prohibited within IBG premises. User and members of User's party are permitted to smoke only in the parking area behind the Cottage and in the upper parking lot. Any refuse related to such smoking shall be placed in approved containers. Any such refuse left in areas other than trash containers, i.e. on the ground, shall result in penalties/fees being assessed to the User.

10.2 Beverages. User and members of User's party may consume alcoholic beverages, at User's sole risk and liability, under the following conditions: 1) User must obtain the services of a person or entity properly licensed to serve alcohol, and only those properly licensed and insured may serve the alcohol at User's event; 2) the User must provide IBG with proof that the licensed server possesses liquor liability coverage with a minimum liability limit of \$1,000,000 per occurrence or claim and \$1,000,000 in the aggregate, with IBG listed as an additional insured; 3) the service and consumption of alcohol is conducted in a moderate and prudent fashion in compliance with all laws relating to the consumption of alcohol. Alcoholic beverage sales must comply with applicable laws, as explained in Section 9.4. Beverages may be served in glass containers. All beer kegs shall be placed within another container. Beer kegs and coolers shall not be placed upon any grassy area or flowerbed. User shall not discard or place ice upon any grassy area or flowerbed.



10.3 Parking. All parking is restricted to the designated parking areas. Persons requiring accessibility accommodations may park in the upper parking area. If the event is a wedding ceremony or memorial, immediate family may also park in the upper parking area. User is advised to engage parking attendants for functions involving 200 people or more.

10.4 General Restrictions. User shall use only those areas of IBG designated in Exhibit A and only for the purposes of the event. User further agrees to refrain from damaging or defacing any part of IBG. User shall not drive hardware such as stakes, nails, hooks, racks, or screws into any part of IBG or IBG furnishings. The use of flammable or combustible materials is strictly forbidden.

10.5 Children within IBG. **Children must be supervised at all times** during activities at IBG. Guardians are responsible for assuring the safety of minors, and IBG reserves the right, at its sole discretion, to evict any person from the event and from IBG if there is any threat of damage to property or potential injury to a child.

11. Indemnification, Waiver and Release, Non-Liability.

11.1 Indemnification. User is solely liable for any and all damage to persons or property caused by or resulting from any negligent, reckless, or intentional act or omission on the part of User or its agents, guests, or invitees arising out of or during User's use of IBG. User shall indemnify, defend, and hold IBG harmless from any and all costs and expenses (including reasonable attorneys' fees) incurred or sustained by IBG as a result of any negligent, reckless, or intentional act or omission on the part of User, its agents, guests, or invitees arising out of or during User's use of IBG. User shall indemnify, defend, and hold harmless IBG for any and all claims for damage or injury to property or persons arising in whole or in part out of the service and consumption of alcoholic beverages within IBG premises.

11.2 Waiver and Release. User, as a material part of this Agreement, releases IBG and its employees, officers, principals, directors, managers, agents, and representatives and their respective successors and assigns (collectively, the "Indemnitees") from and waives all claims or demands against IBG and its Indemnitees for any loss, damage, or injury to persons entering IBG under this Agreement or to User's property.

11.3 Non-Liability. IBG will not maintain event cancellation insurance. If the event is cancelled or interrupted due to weather, illness, or any other unforeseen cause ("Acts of God"), IBG will not be responsible to User for any losses or expenses. (Note: If there is a perceived threat of event interruption due to Acts of God, User may consider purchasing event cancellation insurance.)

12. Insurance. User shall procure and continue in force public liability and property damage insurance with a minimum liability limit of \$1,000,000 per occurrence or claim and \$1,000,000 in the aggregate, insuring to such limits against all liability of User arising out of and in connection with User's use of IBG under this contract. The policy shall name IBG as additional insured. If User has elected to pay an additional Use Fee to IBG for special events insurance coverage, then User agrees to the restrictions and



exclusions of IBG's liability policy attached as Exhibit C. User shall provide proof of a licensed alcohol server's insurance, if applicable, as described in paragraph 10.2. Copies of policies of the required insurance or certificates issued by the insurance company evidencing the existence and amounts of such insurance shall be delivered to IBG by User 30 days prior to the event. If the required insurance certificate is not provided within 30 days prior to the event, the User will be charged an additional event rental fee for special events insurance, as described in the Use Fee calculation.

13. Miscellaneous.

13.1 Right of Inspection. IBG reserves the right to inspect the event area to ensure compliance with the terms and conditions of this Agreement and to otherwise perform duties associated with IBG.

13.2 Right of Interruption. IBG retains the right to interrupt the event in the interest of public safety. IBG, in IBG's sole discretion, shall determine whether a public safety issue exists. User waives any and all claims for damages or compensation from IBG if IBG causes an interruption of the event.

13.3 Assignment. User shall not assign nor transfer any of its rights under this Agreement. Any attempted assignment is void and results in User's default.

13.4 Default. If either party fails to perform under any of the terms or conditions of this Agreement, the non-defaulting party has all of the rights and remedies available at law or in equity, and all such rights shall be cumulative.

13.5 Attorneys' Fees. In the event of any controversy, claim, or action being filed or instituted between the parties to this Agreement to enforce or interpret its terms or arising from the breach of any provision of this Agreement, the prevailing party is entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party whether or not such controversy or claim is litigated or prosecuted to judgment, including all costs and reasonable attorneys' fees incurred as a result of any appeal, consistent with Idaho Code 12-120.

13.6 Headings. The section headings of this Agreement are only for convenience and do not explain, define, limit, amplify, or aid in the interpretation or construction of the provisions of this Agreement.

13.7 Exhibits. All attached exhibits are made a part of this Agreement, but if there is any conflict between the exhibits and the text of this Agreement, the text of the Agreement controls.

13.8 Governing Law. This Agreement shall be governed by the laws of the State of Idaho and be performed in the State of Idaho.



The parties have executed this Agreement, effective as of the date and year first set forth above.

User's Signature

Date

User's name (please print)

Idaho Botanical Gardens, Inc., an Idaho non-profit corporation

IBG Representative Signature

Date

IBG Representative (*please print*)



Exhibit A

Special Use Areas

User shall have the **non-exclusive** use of the core area, made up of the Dressing Rooms area of the Cottage, Folly, and Brick Plaza, plus one Garden area designated below:

- Rose Garden
- English Garden
- Outlaw Field
- Meditation Garden
- Children's Garden
- Picnic Area
- Foothills Grove
- Lewis & Clark Garden
- Classroom

All IBG facilities **will** be open for public use during regular IBG hours of operation.



Exhibit B

User Guidelines and Restrictions

User Guidelines for Service Providers:

Caterers. Event caterers will provide all personnel and equipment needed to cater the event. IBG does not provide any personnel or equipment to any caterer.

Use of Cottage by Caterers. The kitchen area of the Cottage may be used for light food preparation. However, caterers are not permitted to use the refrigerator, stove, or other equipment and may not use any IBG utensils or dishware.

Rental Equipment. All rental equipment must be delivered to and removed from within IBG during the time scheduled for the event unless prior arrangements have been made. All chairs, tables, and other rental equipment brought onto IBG premises shall have rubber protectors on all legs and other surfaces that touch IBG premises to prevent damage to the turf and other surfaces.

Sanitation Facilities. IBG is responsible for providing sanitation facilities as may be required by the Idaho Department of Public Health and Welfare.

Interaction with IBG Staff and Visitors. User, User's Representative, members of User's party, and all caterers, musicians, equipment suppliers, florists, photographers, and any other independent contractors hired by User shall at all times treat IBG staff, volunteers, and visitors with respect.

Restrictions on Use.

Candles. All candles must have drip guards. No taper candles are permitted.

Lighting. User is not permitted to bring any type of lighting into any area of IBG without the approval of IBG.

Music. User must control the volume of music provided so as not to interfere with activities occurring at the Old Penitentiary, the Bishops House, or elsewhere within IBG. User shall honor immediately any request from the IBG representative to lower the music volume.

Charitable Collections. User shall not permit within IBG any fundraising activities for any non-profit, charitable, or political activity without the prior written consent of IBG. However, "dollar dances" are permitted in connection with a wedding reception within IBG.

Pets. Animals are not allowed on IBG premises except for specially trained assistance dogs, as defined in Idaho Code 56-701A, accompanying disabled persons, as set forth in Idaho Code 56-704.