



THE
BOTANIC GARDEN
AT HISTORIC BARNS PARK

“The Mission of the Botanic Garden at Historic Barns Park is to design, build and manage a year-round botanical garden in Northwest Michigan for the purposes of botanical and environmental preservation, education and research, and the enjoyment and renewal of citizens and visitors”

Rental and Use Agreement & Contract

2021 Rate Schedules

Reservation Request Form

The Botanic Garden at Historic Barns Park is located on the grounds of the Grand Traverse Commons, Traverse City, Michigan. Indoor and outdoor spaces offer a variety of resources for a successful event. All reservations are subject to the requirements of ***The Botanic Garden at Historic Barns Park*** as set forth in this document. Please review this agreement prior to completing a [Reservation Request Form](#).

Venue Rental and Use Agreement

Terminology:

Garden Refers to The Botanic Garden at Historic Barns Park organization

Patron Refers to the renting individual, business or organization

Center Refers to both indoor and outdoor spaces; the space being rented

Section I: Patron Requirements

Agreement A Reservation Request Form must be completed and approved before a reservation will be considered accepted. Authorization to use the Center includes customary use of furniture, restrooms, kitchen serving space, and such other items as requested on Patron's reservation request. All other items, including kitchen supplies, serving utensils, etc. must be provided by the Patron. By signing and returning the Reservation Request Form, the Patron agrees to these policies. Patron is encouraged to inquire about available dates at the Center by calling 231-935-4077 or by email to karen@thebotanicgarden.org. The Reservation Request Form and 50% deposit should be mailed to The Botanic Garden at Historic Barns Park, 1490 Red Drive, Traverse City, MI 49684.

Reservation Request When not needed for Garden use, the Center will be available to individuals, businesses and organizations as a rentable space. Requests to use the Center may be made by submitting a **Reservation Request Form with an accompanying 50% deposit**. Requests shall be considered on a first come-first serve basis as of the date filed and verified as complete by the Garden. A reservation will not be considered confirmed until the Reservation Request Form, deposit and applicable insurance documentation have been received by the Garden. A reservation will be subject to cancellation if the required insurance documentation is not received by the Garden. The Patron will be responsible for use and care of the Center. Last minute requests and changes are discouraged but will be accommodated when possible.

Deposit A reservation request must be accompanied by a **50% deposit**. Once a reservation is booked **the deposit is non-refundable** unless the Garden becomes unable to accommodate the reservation. Note: If a reservation is cancelled due to COVID-19 restrictions, a refund of the deposit less 15% will be given.

Food & Beverages The Garden does not offer food or beverage service. Onsite food preparation cannot be accommodated; however, kitchen counter space is available for limited food assembly and/or presentation. Food and beverages are to be consumed within the rented space. Patrons may serve light refreshments and prepared foods or employ a caterer to provide delivery of commercially prepared food. Under certain circumstances beer and wine may be served, however, the Patron is required to use a server with a current Michigan Certified Server/Seller Card to satisfy state laws governing such service. Provider(s) must comply with the Certificate of Liability Insurance provisions that follow. A cash bar is not permitted. **Removal of caterer-related trash is the responsibility of the caterer.**

When an event is catered, the caterer(s) must show evidence of a current Michigan catering license and provide a Certificate of Liability Insurance showing coverage of not less than \$1M and naming **The Botanic Garden at Historic Barns Park** and **The City of Traverse City and Charter Township of Garfield Recreational Authority** as an additional insured. Caterer(s) must also be completely mobile and responsible for all aspects of food service to be provided at the event.

Insurance Patron is required to indemnify the Garden, its Board and staff against all claims of any nature and kind and costs that may arise by reason of the granting of Center usage. For events larger than 70 attendees, Patron's proof of a current comprehensive general liability insurance policy in the form of a certificate of insurance showing coverage of not less than \$1M naming **The Botanic Garden at Historic Barns Park** and **The City of Traverse City and Charter Township of Garfield Recreational Authority** and **Traverse Bay Area Intermediate School District** as additional insured must be provided at least 6 weeks prior to Patron's use of the Center. **If alcoholic beverages will be served, a certified server is required.** For individuals renting the Visitor Center for personal use, where attendance is limited to 70 people or less, a copy of the patron's homeowner's insurance policy is required. **If alcoholic beverages will be served, a certified server is required.** In all cases, duration of the insurance coverage must encompass the total length of the event. **Proof of insurance is due at least 6 weeks prior to the event.**

Payment A 50% deposit guarantees the reservation, with **final payment due 6 weeks before the event.**

Section II: Other Provisions

Access Early entry (**\$100/hour charge before 9:00 am**) to the Center for setup purposes should be built into the rental starting time requested on the Reservation Request Form. Because the Botanic Garden must have staff on-site during an event, and because other events may be scheduled for that day, requested **start and end times on the Reservation Request Form must include the time needed for the Patron's pre-event setup and post-event cleanup**. Doors will open to attendees only at such time as requested on the form. For security purposes, **Wedding parties having an evening reception in the Cathedral Barn must make arrangements to have all personal items removed from the Visitor Center by 7:00 PM, after which the Visitor Center will be locked.**

Audio/Visual/Media The Patron may elect to bring audiovisual equipment; however, the Garden staff is not responsible for loading or setup of Patron's equipment. The Center does provide access to Wi-Fi and has a large wall-mounted monitor and sound bar. It is recommended that the Patron check ahead of time for compatibility between their source device(s) and the Center's equipment. For a presentation using the Center's

monitor, for ease of use we recommend that you use a laptop you are familiar with that has an HDMI cable port. If not, be sure to contact us at 935-4077 ahead of time.

Billing - Final payment is due six weeks before the event unless prior arrangements have been made and approved.

Cancellation or Change If the Garden cancels a reservation, return of all monies paid is the sole and exclusive remedy of the Patron and Patron waives all consequential and other damages. If Patron cancels or desires to change an existing reservation the Garden may work with Patron to find an acceptable and available alternative date. Only one date change will be allowed and such change will be subject to rates currently in effect.

Catering (See Food and Beverages in Section I)

Clean-Up Use of the Center should conclude at the time specified on Patron's Reservation Request Form and be left in the same clean condition in which it was found. Patron will remove event trash from the site. We recommend separating recyclable items from trash and encourage no-waste practices, such as the use of compostable plates, utensils, etc. If food and/or beverages are brought into the facility, it will be the Patron's responsibility to ensure that food preparation surfaces and tables are cleaned. Removal of caterer-related trash is the responsibility of the caterer. All items brought in by Patron are the Patron's responsibility and must be removed at the end of the event. If any physical damage occurs, the Patron will be charged for repairs or replacement based on the damage.

Damages/Security Patron agrees to be responsible for and will be billed for any damages done to the premises or any other Garden property by the Patron, guests, employees or any other agents of the Patron. The Garden is not responsible for damages, theft, or loss of any merchandise, articles, or property left in the Center or on the Garden's property belonging to persons attending Patron's event.

Decorations

The use of nails, pins, tacks, staples, glue, paint or tape on any surface is prohibited. Any loose thrown material such as confetti, rice, birdseed, etc. is prohibited. To protect the garden site, decorations containing invasive plant material (for example, baby's-breath) are discouraged. Decorations must be removed at the end of your event.

Delivery of Documents Proof of Insurance (see Insurance above) and, if alcohol is to be served, a pourer's certificate must be provided six weeks prior to the event. The mailing address is *The Botanic Garden at Historic Barns Park, 1490 Red Drive, Traverse City, MI 49684*.

Denied Uses Permission to use the Center will be denied when the stated purpose is illegal or conduct may interfere with the proper functioning of the Garden. Usage featuring activities that, by their nature, are disruptive to the Garden's routine or to its neighbors is not permitted.

Endorsement Use of the Center does not imply the Garden's endorsement of the views, opinions, policies, or activities of the Patron's group. Any announcement implying such endorsement is prohibited.

Failure to Comply The Garden has the authority to deny use of the Center to any Patron that creates an atmosphere of conflict or disorder leading to disturbances of any kind, or that interferes with the health, safety or welfare of persons in the area. Violations will result in the immediate removal of Patron and his/her guests from the Center. Patron will be responsible for any costs that arise by virtue of the Center having to remove Patron and his/her guests. Any fees paid will not be refunded.

Indemnification This provision transfers risk and responsibility to the Patron except when the loss is entirely the fault of The Botanic Garden. The Patron assumes exclusive risk for use of the rented premises and to the fullest extent permitted by law, shall indemnify, defend (at Patron's sole expense) and hold harmless The Botanic Garden, the City of Traverse City and Charter Township of Garfield Recreational Authority, affiliated companies of The Botanic Garden, their partners, joint ventures, representatives, members, volunteers, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the rented premises, materials furnished, or services provided under this Agreement by Patron or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Patron, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Patron shall not be obligated to indemnify and defend The Botanic Garden or the City of Traverse City and Charter Township of Garfield Recreational Authority for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties. Patron's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

Liability Groups, organizations and individuals using the facilities do so at their own risk and are responsible for their actions. The Patron or his/her designee must be in attendance to conduct and/or monitor activities in the Center. The Patron agrees to be personally responsible, guarantee orderly behavior, and underwrite any damage to Garden facilities or property. Patron also assumes responsibility for any damage arising out of the activities of guests. Acceptance of this policy constitutes agreement for such liability.

Maximum Occupancy In keeping with Fire Marshal regulations, the Garden restricts Visitor Center's maximum occupancy load to 74 people. Patrons are responsible for ensuring that the total number of people in attendance does not exceed this limit. This number is the total number of people using the Center including guest speakers, instructors, and others. The Garden will enforce the maximum occupancy rules.

Movies, Music & Special Equipment Movies shown at the Garden must have the appropriate public performance rights for screening. Obtaining the license and payments of all applicable fees are the responsibility of the Patron. Proof of public performance rights shall be provided to the

Garden prior to the event date. If special equipment is required it must be provided by the Patron and approved by the Garden. Sound from music, entertainment, public address and similar systems must comply with all local ordinances.

Parking Limited parking is available in proximity to the Center. Carpooling is encouraged in order to reduce the number of vehicles at the park and gardens. **The Patron must arrange shuttle services to and from designated off-site parking areas.** A limited number of parking passes can be issued for on-site parking for the wedding party and immediate family or handicapped guests. Parking for catering staff, bartender, musician(s) or DJ, photographer, etc. will be against the east side of the Walled Garden. **All parking must be in designated parking lot spaces.** No parking in front of the Garages across from the Walled Garden. Parking is not allowed in the roadways and vehicles cannot be left in the Park overnight.

Portable Restroom Rental For large outdoor events, Patron must provide **one portable restroom for every fifty (50) guests over 100.** At least one portable restroom must be ADA compliant/handicap accessible. Please contact the Garden for more specific information.

Public Space The Botanic Garden is located within a public park and is therefore limited in influencing public access and activities around its perimeter. The Visitor Center lower level is open to the public during regular business hours. By renting the Center and any outdoor spaces the Patron indicates an understanding and acceptance of this format.

Publicity Use of the Center shall not be publicized prior to approved booking or in such a way as to imply Garden sponsorship of Patron's activities.

Reservations A reservation for the Center may be for one-time occasions or recurring occasions, such as regular on-going monthly meetings. A reservation is not confirmed until the completed Reservation Request Form and deposit are received and approved. A reservation may not be transferred to another entity.

Room Setup & Decorations **The Visitor Center's tables and chairs are available but must remain inside the building.** All other items (linens, tableware, silverware, additional equipment including tables and chairs for tents or outside use) are to be provided by the Patron. Any decorations should be attached in a manner that will not damage or mark the walls, paint, ceiling, trim work, etc. (see **Decorations** section). All items brought in by Patron are the Patron's responsibility and must be removed at the end of the event. **When reserving the Visitor Center, include a one-hour setup time and at least 30 minutes for cleanup.**

Safety Patrons accept that all activities, programs or meetings conducted in the Center are subject to the general requirements of the Garden as set forth in this Rental and Use Agreement and the Patron Safety Code which is part of the Agreement. **CLIMBING ON WALLS OR FOUNTAINS OR WADING IN THE FOUNTAINS AND POOLS, OR PICKING OR DAMAGING PLANTS IS PROHIBITED.**

Staff Assistance and Supervision of Minors A staff representative will be available on-site during Patron's occupancy period. Children are welcome. However, staff presence is not for the supervision of minors. **PATRON IS RESPONSIBLE FOR PROVIDING ALL APPROPRIATE SUPERVISION. CLIMBING ON WALLS OR FOUNTAINS OR WADING IN THE FOUNTAINS AND POOLS OR PICKING OR DAMAGING PLANTS IS PROHIBITED. PLEASE SEE THAT CHILDREN STAY OUT OF FLOWER BEDS.**

Smoking Smoking is not permitted in any indoor space.

Special Needs For the safety and comfort of all your guests, please let us know ahead of time of anyone that may have special needs, as we will do all that we can to accommodate them.

Special Permit Garfield Township requires patrons who are renting tents to get a permit if the event is for over 300 guests.

Special Restrictions We love our guests and our gardens and want to keep them safe. Please do not climb on the Stable Garden walls. Please do not climb on or wade in the Fountains. Please do not pick or damage any plants. Please do not walk in the flower beds.

Weather When planning an outdoor event, **it is always good to have a backup plan in case of inclement weather.** It is your responsibility to rent the necessary shelter (tent, canopy, etc.) in case of rain, hot sun, etc. or make alternative arrangements. The Pavilion weather curtains can only be used if the wind is less than 12 mph. Normal charges will apply to use the Center in case of rain during an outdoor ceremony. As a reminder, use of the Center is restricted to a **Maximum Occupancy** as defined in these provisions.

Wedding Rehearsals Rehearsal requirements should be scheduled for either the day before or the day of your event. Scheduling demands dictate that rehearsal times be carefully planned and scheduled to avoid conflicts with other garden events. Patron is permitted 2 hours for a rehearsal.

Patron Safety Code *Everyone is welcome at the Center. This Safety Code is to ensure safety, prevent disruptions to on-site activity, and to maintain the security of property. Garden staff will make every effort to apply these rules in a fair and dignified manner for the benefit of all. The Garden will not tolerate the following:*

Excessive noise -- Vandalism or theft -- Alcohol or substance abuse-- Harassment (sexual, verbal or physical)

The garden's use is intended for enjoyment. Disruptive behaviors are considered unacceptable and the following directives exist for the safe use of all: Shirts and shoes required in the Visitor Center -- Canvassing or soliciting not permitted -- Criminal activity forbidden -- Only service animals trained to assist disabled individuals are permitted in the Visitor Center--No climbing on, wading, or throwing things in the fountains and pools-- No picking or damaging garden plants and flowers. -- Please stay out of flower beds.

Venue Rental Rate Schedules

Effective January 1, 2021

Current garden members qualify for a 10% discount on all rates.

Additional \$100/hour early entry charge (before 9:00 AM)

2021 & 2022 Rate Schedule: #1 – Large Events (weddings, conferences, etc.) (Visitor Center, Tent Lawn, Pavilion, Prep area & Garden of choice)

Full Day Rate

Monday – Thursday 2021	\$3,000		Monday – Thursday 2022	\$3,250
Friday – Sunday 2021	\$3,750		Friday – Sunday 2022	\$4,000

Rental does not include tent(s), outdoor chairs, tables, etc.

2021 Rate Schedule: #2 - Visitor Center Upper Level¹, Pavilion² or individual garden (see Schedule #1 for weddings)

(¹maximum occupancy = 74, ²with rolldown curtains if wind is not over 12 mph)

Half Day (any 4 hours)	Full Day (any 8 hours)
\$400	\$700

Current member garden clubs qualify for a 50% discount on all Schedule #2 rates when renting on Monday through Thursday. If renting the Visitor Center Upper Level under Schedule #2 on Monday through Thursday, the Pavilion may be rented for the same time for an additional \$200 for half-day, \$300 for all-day.

From May 1st to September 30th, Friday - Sunday Schedule #2 reservations accepted no earlier than 6 weeks prior to event.

2021 Tractor & Wagon: (Weather permitting)

Can accommodate 18-20 adults

Tour \$125 / hour

A NON-REFUNDABLE DEPOSIT (50% of the rental fee) IS REQUIRED WHEN BOOKING A RESERVATION

Additional Requirements (to be provided to the Botanic Garden)

- If this event will be catered, a copy of a current **Michigan Catering License** must be provided.
- If alcoholic beverages will be served, a copy of a current **Michigan Certified Server/Seller Card** must be provided.
- If the Patron is renting as an individual and total attendance is expected to be 70 people or less, a copy of a homeowner's insurance liability rider for the days of rental must be provided. Otherwise, the insurance provision as stated in the **Venue Rental and Use Agreement** applies.

NOTICE

Our venue use and requirements as outlined in this rental contract are subject to change due to the ongoing coronavirus pandemic and will be in accordance with the Michigan Health Department and Grand Traverse County Health Department guidelines, CDC recommendations and advice from the American Public Gardens Association.

INSURANCE

All Patrons shall provide insurance as follows:
(We recommend sharing this section with your insurance provider)

For individuals renting the Visitor Center for personal use, where attendance is limited to 70 people or less and no alcohol is being served, a copy of the patron's homeowner's insurance policy is required, and a certified server must be provided. If alcoholic beverages (limited to beer and/or wine) will be served, a certified server must be provided.

For businesses, organizations and individuals renting the Garden's facilities (i.e. tent lawn, pavilion, gardens, etc.) for larger groups, comprehensive liability insurance - \$1,000,000 per occurrence and such additional insurance and coverage as may be required for special activities. The one-day certificate rider must include the following as additional insured: **The Botanic Garden at Historic Barns Park** and **The City of Traverse City and Charter Township of Garfield Recreational Authority** and **the Traverse Bay Area Intermediate School District**. If alcoholic beverages will be served, a certified server must be provided.

The duration of the insurance shall encompass the total length of time of the event, including setup and cleanup, or the length of time any equipment is placed on the Historic Barns Park property, whichever is longer.

The insurance certificate or documentation must be received by The Botanic Garden at least 6 weeks prior to your event.

If there is difficulty getting the liability rider, the following have proven to be easy and inexpensive:

www.theeventhelper.com

www.specialeventinsurance.com

www.eventinsurancenow.com

The Botanic Garden at Historic Barns Park

1490 Red Drive • Traverse City, MI • 49684 • (231) 935-4077

For more information, visit www.TheBotanicGarden.org

Reservation Request [Please print legibly]

Date Requested: _____ Day of Week: _____
(Date not guaranteed until 50% deposit has been received. The remaining balance is due 6 weeks prior to the event.)

Purpose of Rental: _____

Name: _____

Address: _____

Phone: _____ Email: _____

Alternate Contact: _____ Phone: _____

Address: _____

Reservation on behalf of:

Individual Business Garden Club Other

Current Member of the Botanic Garden Yes No

Will the event be catered? Yes No Caterer: _____

Will beer or wine be served? Yes No Certified Pourer: _____

Wedding planner? Yes No Planner: _____

Shuttle or Valet Parking service Yes No Service: _____

Are you also renting the Cathedral Barn? Yes No

Expected Attendance: _____

Set-Up Starting Time: _____ a.m. p.m.

Clean-Up End Time: _____ a.m. p.m.

Doors open for guests at: _____ a.m. p.m.

TOTAL HOURS: _____

(Include setup & takedown time, because we have to have staff on site.)

Rental fee _____

Tractor/wagon _____

Other _____

Discount (if any) _____

Subtotal _____

Deposit _____

BALANCE DUE _____

I am requesting use of the:

Visitor Center (max 74 people)

Pavilion

Visitor Center + Pavilion + Tent Lawn + Garden

I will need the following equipment:

Wall-mounted Monitor/Sound Bar

Tractor & Wagon

I have read the "Rental and Use Agreement & Contract" and I accept responsibility for compliance. As applicant I assume responsibility for space rental and any damage caused by me or my guests while using the furnishings, equipment and facilities of The Botanic Garden associated with this rental, and will honor the timelines specified.

Signature _____ Date _____

For Office Use Only

Deposit received Amount _____ Check No. _____ Credit Card _____

Insurance certificate received (6 weeks prior)

Balance due notice sent

Final Payment received Amount _____ Check No. _____ Credit Card _____

Patron notified of confirmation

Caterers license Server Certificate (6 weeks prior) Porta-jon Shuttle _____ Parking passes

Event timeline with locations