



## THE GARDEN CONSERVANCY

P.O. Box 219, Cold Spring, NY 10516 (845) 424-6500

### Chase Garden Rental Contract & Guidelines

The Chase Garden is an outstanding example of Pacific Northwest mid-century garden design with Japanese, modernist, and rock garden influences. Situated high on a plateau with majestic Mount Rainier rising in the distance, it is a place of almost incomparable serenity and beauty.

The Chase Garden is available for rent from April through October, Wednesday-Sunday, 10:00am-sunset (6:00pm-9:00pm depending on the season).

This contract is for the use of the grounds only at the Chase Garden and does not include use of the house, other services or amenities.

The Chase Garden grounds will be in good condition and must be returned to the same condition in which it was found. Those using the grounds are liable for any damage to the rented site. Renter and guests do not have exclusive use of the garden during open hours, 10:00am to 3:00pm. Renter acknowledges that the garden is open to the public and that there may be visitors in the garden who are not part of Renter's event. The Chase Garden staff will do their best to steer visitors away from your event.

#### **Maximum Occupancy:**

Facilities - Garden and Grounds: 50

#### **Rental Fees for Events:**

Half-day (4 hours) \$600

Full-day (8 hours) \$1,100

Hourly \$175

Damage deposit - \$100/hr. based on the duration of the rental

A non-refundable deposit of 50% of the total rental fee is required. A minimum one hour reservation required.

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## Contract

This Contract ("Contract") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Garden Conservancy, located at Garrison, NY ("Licensor"), and \_\_\_\_\_ ("Renter").

This contract is in consideration of \$\_\_\_\_\_ (total rent fee) paid on \_\_\_\_\_ (date), and a \$500.00 Time/Damage/Cleaning deposit, the individual or organization of individual(s) identified below and on the attached Event Details Form ("Renter") is hereby granted a limited license to use the Chase Garden grounds (the "Facilities") owned by the Garden Conservancy (the "Licensor") for an event on \_\_\_\_\_ (date) and as described on the Event Details Form during the hours specified.

Renter also agrees to pay the Garden Conservancy the reasonable value of the cost of repairing and/or replacing damage done to the building contents of the building, or the Facilities caused by the Renter or its attendees, agents, sub-contractors, or invitees. Renter is responsible for any loss due to theft of Chase Garden property for the replacement of the property lost. By agreeing to this, Renter assumes full responsibility for all persons connected with the Licensee/ Renter.

### **Force Majeure:**

Renter agrees to hold Licensor harmless should the Facilities be rendered not suitable for rental due to any act of God or nature, or any other cause, or if any other casualty or unforeseen occurrence renders the Facilities unsafe or impracticable to use after Licensor accepts agreement and deposits. Renter will indemnify, defend and hold harmless Licensor, its officers, agents, employees, and members from any claim caused by Renter's negligence.

If any act or omission of Renter, its agents, employees, members or invitees render the Facilities or any part thereof unsafe or impracticable to use then Renter shall be liable for all fees charged hereunder as well as any and all charges, costs, claims or liabilities, direct or indirect, accrued or suffered by Licensor as a result thereof, in addition to such other damages as may result from such acts or omissions.

As used herein, "Participants" shall mean and include the Renter, its members, employees, agents, invitees and other persons present at the Facilities.

Renter acknowledges that the Facilities have been inspected by the Renter and the Facilities are suitable for their intended use. Further, Renter of the Facilities will advise all Participants as to the rules governing use.

### **Release of Liability:**

As a condition of use of Facilities (Chase Garden grounds only permitted), the Renter hereby releases the Garden Conservancy, its employees, volunteers, agents, associates and related parties from all responsibility for personal injury to the Renter, and Participants attending the event and from all responsibility for damage to property belonging to The Renter and those at my event.

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Furthermore, the Renter agrees to indemnify, defend, and hold harmless Chase Garden/Facilities, Garden Conservancy, its employees, volunteers and agents (Indemnities) from, and to be primarily liable for, any and all claims, losses, costs and expenses (including attorney fees) of whatever nature which may be made against or incurred by the Indemnities arising directly or indirectly from the use of Facilities and/or the activities thereon of the Renter and the Participants except such items which are based upon the sole negligence of the Indemnities. Without limitation, the foregoing covenant shall extend to any and all claims based upon the conduct of any Renter, Participants who consumes alcohol or any other drug while participating in such activities, including but not limited to, driving while under the influence of alcohol and or any drug. In addition, The Renter will advise all Participants as to the rules governing use of the Facilities. Underage drinking, illegal drug use and smoking are not permitted anywhere at the Facilities.

I have read and accept the Garden Conservancy Release of Liability and accept the terms of the contract.

**RENTER:**

Signed: \_\_\_\_\_

Print name(s): \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

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**THE GARDEN CONSERVANCY:**

Signed: \_\_\_\_\_

Print name(s): \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**EVENT DETAILS**

Date: \_\_\_\_\_

Time: From: \_\_\_\_\_ To: \_\_\_\_\_

Occasion: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Email: \_\_\_\_\_

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Phone: \_\_\_\_\_

## **RENTAL GUIDELINES**

### **Payment Policy:**

The rental contract must be signed and appropriate deposits submitted to confirm facility use. If Facilities are reserved 60 (or more) days before the event a 50% non-refundable deposit is due upon signing which includes the rental fee (non-refundable deposit included) and damage deposits.

All remaining balances are due 30 days prior to the scheduled event date.

For events booked less than 60 days in advance, all fees are due at the time of contract signing. The damage deposit is refundable after the event, pending no damages or time overages have been incurred to the Garden by the Renter or the Participants or vendors and all balances are paid in full. A reservation is not complete without the signed contract and 50% deposit; the contract is void if not returned within two weeks of issuance.

### **Cancellation Policy:**

If you should cancel the rental agreement at any time from the initial date of contract to 14 days prior to the event, the Garden Conservancy will retain the non-refundable portion of the deposit.

Cancellations must be made a minimum of 14 days before the date of the event in order to refund your deposit. If the reservation is cancelled less than 14 days before the date of the event, the Garden Conservancy will retain full amount.

### **Damage Deposit:**

A refundable deposit is due when the event is reserved and the contract is signed to cover any damages, cleaning needs or additional time used. Reconciliation of this deposit will be made within 14 days following the event date.

Deductions from the deposit may be made for the following reasons: Additional time is used by the Renter outside the scope of the rental agreement; damage is caused by the Renter to the any part of the Facilities; additional repair/cleaning is required to return the Facilities to the condition in which they were found; additional time is incurs an additional fee as per the hourly rate.

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### **Rescheduling**

The Garden Conservancy permits you to reschedule your event once without penalty at least 30 days prior to the original event date pending availability. If you need to reschedule within the 30 day time frame, or more than once, you will need to cancel your event thus losing your non-refundable deposit and begin the contracting process over again as a new client.

### **Refunds Process**

Please allow on average of 3-4 weeks for refunds, including damage deposit or cancellations, to be processed. Refunds will be distributed by check.

### **Unforeseen Events**

The Renter cannot hold the Licensor responsible for failure to provide the property due to emergencies, natural disasters, or interruptions of basic utilities. If a natural disaster were to prevent the event from taking place as scheduled, the Licensor will allow for the event to be rescheduled pending availability with no penalty. It is recommended the Renter purchase event insurance coverage in the event of inclement weather, illness, or other unforeseen circumstance which would require cancellation in order to recoup any losses.

### **Parking:**

Parking is limited the Facilities. The parking areas can hold between 12 to 18 cars or 3 minibuses, or one full-sized bus. Any more than this requires off-site parking, coordination of which is the responsibility of the Renter. Carpooling is recommended.

### **Tents, Canopies, Furniture:**

Renters are responsible for their own event setup and breakdown and should factor this into time needed when considering the total number of rental hours. If the Renter chooses to bring a tent, canopy, table and chairs, delivery must be prearranged with Facilities staff.

### **Maintenance:**

It will be the Renter's responsibility to return the property at the Facilities to the condition in which it was found. Garbage is to be removed from the site by the Renter. Any further repair or maintenance that must be performed by Facilities staff will be deducted from the deposit

### **Catering and Alcohol:**

There is no onsite caterer, so offsite caterers will be secured by the Renter. For events with alcohol, Renter is required to obtain a state permit and liquor liability insurance coverage and name the Garden Conservancy as insured on that policy. The Garden Conservancy requires a copy of this permit 30 days prior to the event. Under no circumstances may Renter or Participants bring their own alcohol. No champagne fountains, no kegs. A licensed bartender must be present and must serve all alcohol. Renter must provide their own insurance for the event which includes language to cover serving alcohol.

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**Music and Entertainment:**

Musicians and entertainers must bring their own equipment and are required to ensure safety for Participants, as well as plants and features at the Facilities. All volume levels must be approved by the staff and all entertainment must end at least thirty minutes prior to the Client's confirmed rental period to allow time to dismantle equipment and vacate the premises. Equipment may not be stored or left overnight at the Facilities.

**No Smoking:**

No smoking is allowed anywhere on the property at the Facilities.

**Athletic and/or Recreational Equipment:**

No athletic or recreational equipment (balls, frisbees, etc.) are to be used on the property at the Facilities.

**Etiquette:**

Please instruct Participants to not step on the flower beds, to stay on the lawns and pathways. Removal of any plant material is strictly prohibited.

**Children:**

Children are welcome at the Facilities; however, it is the Renter's responsibility to see that they are supervised at all times.

**Pets:**

No pets are allowed at the Facilities, with the exception of service animals. (Pets may not be left in cars.)

**Liability:**

Renter is required to carry general liability insurance by an A.M. Best A rated carrier with limits no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Tenant must provide a certificate of insurance naming the Facilities and the Garden Conservancy as additional Insureds.

**Miscellaneous:**

Renter agrees to abide by all the rules governing the use of the Facilities as set forth herein and in accordance with all applicable laws of the State of Washington, and all county and/or municipal ordinances.

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