

Facility Rental Lease Terms and Conditions

Price Lists

Small Events (Not to exceed 25 Persons)	
<u>Number of Persons</u>	<u>Events for 25 Persons or Less</u>
Up to 15	\$100.00
16 to 25	\$8.00 per person

Large Events (Minimum of 26 Persons to a Maximum of 200 Persons)		
<u>Number of Persons</u>	<u>Event or Wedding Only (not including a Wedding Reception)</u>	<u>Wedding and Reception</u>
26 to 50	\$300.00	\$ 600.00
51 to 100	\$400.00	\$ 900.00
101 to 200	\$500.00	\$1,100.00

Maximum Time Allotments	
<u>Events or Weddings (not including a Wedding Reception)</u>	Four (4) Hours
<u>Wedding and Reception</u>	Six (6) Hours

Note: The Maximum Time Allotments set forth above include: (a) set-up; (b) the event, wedding or wedding and reception; and (c) clean-up. Set-up and clean-up are required to be performed by or on behalf of the Lessee.

Additional Charges Applicable to all Events, Weddings and Wedding Receptions	
<u>Saturday, Sunday or National or Religious Holidays or occurring after 5:00 P.M. on Weekdays or when the Gardens are normally closed</u>	Add \$75.00
<u>Charge Per One-Half (1/2) Hour beyond Maximum Time Allotment</u>	Add \$50.00 for each one-half (1/2) hour

Deposits	
<u>Non-Refundable Reservation Deposit</u>	\$100.00
<u>Refundable Damage Deposit</u>	\$100.00

Note: The Non-Refundable Reservation Deposit and the Refundable Damage Deposit are required to be paid to Heathcote at the time a reservation is made.

Other Terms and Conditions

1. Maximum Number of Persons.

- a. The maximum number of persons permitted to attend a small event is 25.
- b. The maximum number of persons permitted to attend a large event is 200.

2. Reservations.

- a. Reservations must be made **at least three (3) weeks in advance**. Each Lessee is encouraged to visit Heathcote Botanical Gardens (the "Gardens") before making a reservation.
- b. Reservations and arrangements must be made by appointment with the Director of Heathcote Botanical Gardens, Inc. ("Heathcote") or her or his designee (hereinafter "Director").

3. Use Limitations and Prohibitions.

- a. **NO INDOOR SPACE IS AVAILABLE** at the Gardens for receptions, dressing, gifts or equipment storage.
- b. Tables, chairs and tents will not be provided by Heathcote and are not included in the Facility Rental charges. Upon request, a list of rental companies may be provided by Heathcote.
- c. **DANCE FLOORS AND TENTS ARE NOT PERMITTED ON THE MAIN LAWN.**
- d. Paper and plastic drinking containers are recommended. If a Lessee chooses to use glass containers, Lessee is responsible for glass breakage and clean-up.
- d. No deliveries shall be made through the Visitor's Entrance on Savannah Road.
- e. All deliveries, placement and removal of rental equipment are to be made using the north gate (also known as the back gate) entrance from Heathcote Road and shall be coordinated with the Director.
- f. The Gardens are **SMOKE-FREE**. Smoking is only permitted in designated areas of the Garden at the Main Gate and on the North Side of the Restrooms.
- g. For events, weddings or receptions scheduled during Heathcote's normal business hours, 9:00 A.M., to 5:00 P.M., Tuesdays through Saturdays, and 1:00 P.M., to 5:00 P.M. on Sundays during the months of November through April (Sundays Only), **THE GARDENS WILL REMAIN OPEN TO THE PUBLIC**. Therefore, activities such as tours and classes may be taking place simultaneously with the event, wedding or wedding and reception.
- h. For Weddings, blowing bubbles or fresh flower petals are permitted. **CONFETTI, RICE AND BIRDSEED ARE STRICTLY PROHIBITED.**
- i. Children under the age of fourteen (14) years must be accompanied by an adult with adult supervision at all times when in, on or about the Gardens.

4. Rehearsals and Set Up.

- a. Heathcote suggests that rehearsals and set up occur on the Friday between 3:30 P.M. and 5:00 P.M. immediately prior to the event, wedding or wedding and reception. If a rehearsal and set-up is scheduled for such day and time, Lessee will not be required to pay an additional charge for the time.

5. Available Facilities.

- a. Electrical outlets, trash containers and recycling bins are available throughout the Gardens.
- b. Restroom facilities are available.

6. Indemnification.

- a. Damages. For the purposes of this Rental Facilities Lease, “**Damages**” are defined as any loss, penalty, expense, cost, right, liability, demand, charge, claim, action, cause of action, suit, debt, sum of money, account, accounting, reckoning, bond, bill, covenant, contract, controversy, agreement, promise, judgment, execution, damage or liability (including attorneys’ fees, paralegal charges and costs) of any kind, in law or in equity, now or hereafter known or unknown, latent or patent, matured or not yet matured, foreseeable or unforeseeable, accrued or not yet accrued, including without limitation, counsel fees and other costs and expenses reasonably incurred in investigating or in attempting to avoid same or impose the imposition thereof or enforcing this Rental Facilities Lease, and all debts, liabilities and obligations of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due, including damage to or loss of plant material).
- b. Indemnification. Lessee hereby indemnifies and holds Heathcote and Heathcote’s Directors, officers and employees harmless from and against and with respect to any and all losses or Damages incurred by Lessee or Lessee’s principals, guests, invitees, attendees or to the Gardens which arise out of or are in any way related to the Rental Facilities Lease or the use of the Gardens for the event, wedding or wedding and reception. Lessee shall reimburse Heathcote on demand for the cost of any performance or any payment made by Heathcote at any time after the execution of this Rental Facilities Lease based upon the judgment of any court of competent jurisdiction or pursuant to any bona fide compromise or settlement of claims, demands or actions with respect to any Damages to which the foregoing indemnity relates.
- c. Billing. Lessee shall be billed for all Damages exceeding the amount of the Refundable Damage Deposit.
- d. Return of Refundable Damage Deposit. After inspection of the Gardens, if no damage is noted, the Refundable Damage Deposit will be returned to Lessee within ten (10) business days after the event, wedding or wedding and reception.

7. Insurance Requirements.

- a. Lessee is required to obtain general liability insurance coverage, at Lessee’s sole cost and expense, naming Heathcote as an additional insured, with the following minimum coverage: \$1,000,000 each occurrence, \$2,000,000 general aggregate, (collectively, “**Minimum Insurance Coverage**”).
- b. If an event, wedding or wedding and reception is catered, the caterer must carry policies of insurance with no less than the required Minimum Insurance Coverage. In addition, the caterer shall be required to carry Workers’ Compensation Insurance in minimum amounts required by applicable Florida law. **Failure to carry and provide evidence of adequate Workers’ Compensation Insurance shall result in a denial of catering rights.**

- c. If alcoholic beverages are intended to be served, Lessee or Lessee's vendor must obtain a Liquor Liability policy of insurance in an amount not less than the Minimum Insurance Coverage naming Heathcote as an additional insured. **Failure to carry and provide evidence of adequate Liquor Liability Insurance shall result in a denial of distribution or sale of alcoholic beverages.**
 - d. A certificate of insurance, including a copy of the additional insured endorsement, evidencing the above referenced types of insurance from the Lessee, Lessee's caterer and Lessee's licensed vendor of alcohol shall be delivered to Heathcote **at least fourteen (14) days prior to the event, wedding or wedding and reception.**
8. Sale of Alcoholic Beverages. If alcoholic beverages are intended to be sold, Lessee must comply with one (1) of the following requirements:
- a. Employ a licensed vendor of alcohol (a vendor holding a valid liquor license issued by the Division of Alcoholic Beverages and Tobacco ("**Division**")); or
 - b. If applicable, obtain a non-profit temporary liquor permit pursuant to Florida Statutes Section 561.422 from the Division (only available to non-profit civic organizations, charitable organizations, municipalities and counties).

For more information regarding alcoholic liquor licenses, please contact the Division.

9. Payment, Cancellation and Refund Policies.

- a. If an event, wedding or wedding and reception is held, the Non-Refundable Reservation Deposit described above will be credited to the cost of reserving the Gardens for such event, wedding or wedding and reception.
- b. **Full payment for the event, wedding or wedding and reception is required to be made to Heathcote no less than two (2) weeks before the event, wedding or wedding and reception.** If payment is not timely made, Heathcote reserves the right to cancel the event, wedding or wedding and reception and retain the Non-Refundable Reservation Deposit.
- c. In the event of inclement weather and the cancellation by Lessee of an event, wedding or wedding and reception, at Heathcote's reasonable discretion, Heathcote may refund the balance of the event fee (less the Non-Refundable Reservation Deposit, which shall be retained by Heathcote) if the Director is notified by Lessee no less than two (2) hours in advance of the event, wedding or wedding and reception. Lessee is responsible for notifying all guests of cancellation or change in venue.