



Rental Contract

Client Name _____

Address _____ City _____ Postal Code _____

Email _____ Telephone _____

Additional Contact _____

Address _____ City _____ Postal Code _____

Email _____ Telephone _____

Purpose of Function _____ Date of Event _____, **20**_____

Arrival time _____ Event start time _____ Event end time _____

Number attending _____ Booked by _____ Date Booked _____

Garden Etiquette and General Information

Initials

Alcohol –No alcohol is permitted on site during wedding related rentals. Persons refusing to abide by this policy will be asked to leave the site immediately. Liquor service for all other rentals requires authorization by the Executive Director Milner Gardens. Liquor must be served by a caterer or bartender with Serving it Right certification, and a Special Event Permit must be obtained for the day of the event.

Booking Times –The site will be accessible between 8:00am to 5:00pm on the day of the rental.

Capacity – For outside events the maximum capacity is 150 people, including wedding party and all guests. The Client will not allow a total of more than 100 people inside the house at one time; including organizers, attendees, volunteers, and contractors.

Caterer –Unless otherwise agreed to, off-site caterers must supply all required items including plates, utensils and linens. The Client will be responsible for leaving Milner Gardens and the Milner House in the same condition as it was when the caterers arrived. The Client will be responsible for lost or damaged property by the caterer or its employees. Caterers need to prepare all food off-site. There is no onsite refrigerated space available to caterers.

Guest Access – Guests may walk through the forest to the Gardens, a ten-minute walk, or they can be shuttled to the Milner House via a shuttle cart from the Welcome & Interpretive Centre. Guests may enjoy access to the Gardens anytime during regular hours of operation on the day of the event.

Children – Children must be supervised by an adult at all times while at Milner Gardens & Woodland.

Location – Weddings are located outside. Clients and their guests are to remain within the publicly accessible areas only unless otherwise authorized by the Executive Director Milner Gardens & Woodland.

Music – Brass instruments, bagpipes, and drums are not permitted. Music played should not be audible beyond the grand lawn; please note that this is a relatively low volume. Amplified music must be approved by the Executive Director of Milner Gardens & Woodland (or designate).

Parking – Guest parking is located in the upper parking lot. Up to three cars are permitted inside the wrought iron gate and can park by the Milner House. Special access arrangements can be made for elderly or disabled persons upon request. Vehicles must not block emergency vehicle access. Gates to remain closed at all times unless in use.

Pets – No pets are allowed with the exception of guide and service dogs.

Photography – The use of the site for photography is included with a ceremony rental. Photographer and subjects may not stand or walk in the flowerbeds. Do not block pathways or prevent other visitors from accessing any area of the gardens. The photographer is the responsibility of the client. All wedding photography is to be completed by 5:00 pm.

Public Access – Regardless of wedding ceremonies, the site remains open to the public for posted days/hours, including house, Tea Room and gardens. Public visitors have a right to use the site/facilities/services excluding the ceremony area during the ceremony.

Services – All service providers are the responsibility of the Client.

Set-Up/Take-down – Unless otherwise agreed to, removal of Client’s decorations and materials must be completed by 9:45 the following morning. A charge of \$50.00 plus applicable taxes per half hour for late removal items may be charged. Please leave the Gardens clean and undisturbed. Balloons, confetti, rice, birdseed, or flammable devices of any type are not permitted. The release of doves and butterflies is not permitted.

Shuttle carts - Site rental includes use of a seven passenger shuttle cart. For events with more than 100 guests rental of an additional shuttle cart is highly recommended.

Smoking - Smoking is prohibited except at the cul-de-sac/arbour above the Pool House Gift Shop. Please place cigarette butts in appropriate disposal containers.

Third Party Rentals – The Client is welcome to rent tents and other supplies from off-site suppliers, however, prior approval for set up of such items must be obtained from the Executive Director of Milner Gardens & Woodland (or designate). Milner Gardens & Woodland staff and volunteers do not set up or remove third party rental items.

Weather – It is the Client’s responsibility to plan ahead for inclement weather. Additional tents, chairs, and tables are available for rent from Milner Gardens & Woodland. Third party providers have larger selection and inventory of tents and supplies but require arrangements made well ahead of time.

Wedding Ceremony Package - Includes an optional one hour wedding rehearsal, three hours for ceremony and photography, as well as any of the following areas or items: use of Grand Lawn, washrooms in the Main House and staging area for bridal party, signing table and chair, lawn chairs, four folding tables, two flower stands, and a seven passenger shuttle cart with driver.

Initials

Liability Insurance

Client shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain, with insurers licensed in British Columbia, comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), or such other amount as Vancouver Island University may require, inclusive per occurrence for bodily injury, personal injury and property damage, including loss of use thereof, and including liability assumed under this Rental Contract. The comprehensive general liability insurance shall contain coverage for premises and operations, products, and completed operations, blanket contractual liability, cross liability, host liability, contingent employers liability, employees and/or volunteers vehicles (while operated off highway), broad form property damage and tenants all risks legal liability. Vancouver Island University, its officers, employees, servants, agents, contractors and volunteers shall be included as additional insureds.

Client shall provide an insurance certificate to Vancouver Island University prior to the date of the event evidencing all required insurance and, if requested by Vancouver Island University, certified copies of required insurance policies.

Pricing (all prices are subject to applicable taxes. Wedding size includes wedding party and guests)

	Price	Date paid
Wedding photos only, Wedding party and guests, up to 25 people during regular Garden hours.....	\$300	_____
Each additional person.....	\$10	_____
Small standup wedding, 20 people maximum Mon to Thu 10:00 a.m. to 5:00 p.m., or Fri to Sun completed before 12:30 p.m.	\$300	_____
Wedding Ceremony Package 10:00 am – 5:00 pm, up to 75 peopleFriday to Sunday.....	\$975	_____
Monday to Thursday..	\$600	_____
For each additional half hour.....	\$50	_____
Additional people, each additional block of up to 25 people (To a maximum of 150 people).....	\$200	_____
Additional Rental Items:		
1 Marquee tent (20' x 20')	\$275	_____
6 Marquee tents (10' x 10') each.....	\$75	_____
Clear umbrellas	\$0.50/guest	_____
Tables (eight 2' x 6' or five 5' round), each table.....	\$7	_____
Additional Shuttle Cart	\$325	_____
5 gallon drink dispenser.....	\$10	_____
Reservation Deposit, Non-Refundable (Paid at time of booking)	\$400	_____
Event Cost	\$ _____	_____
Tax	\$ _____	_____
Total Event Cost	\$ _____	_____
Security Deposit (Visa/MC/Amex authorization, cheque or cash) received with the balance one month before the event.	\$500.00	_____
Refunded	\$ _____	_____

Security deposits are held until a site assessment after the event.
Cheques/credit card details for security deposits will be shredded unless any charges are incurred.
Charges against security deposit will include: any identified damages, additional charges including rental items and increased attendance.

Fill in blanks and/or notify office of choices before event date.

Name and Phone # of Caterer selection _____

Describe catering plan (e.g. cheese, crackers, platters, etc.) _____

Describe type of music and plan (e.g. violin harp or flute) _____

Initials Client acknowledges that the Milner Gardens & Woodland property contains potential hazards, including but not limited to, a reflecting pond, open ponds in various locations as well as access to the ocean. Client agrees to assume all responsibility for and the risk of all harm to the property or person of Client or persons present at the event. Client assumes all liability associated with any alcohol served during the event including, but not limited to, the safety and sobriety of all persons present at the event and all losses, damages or injuries arising therefrom whether during or following the event.

Client acknowledges that he/she has inspected the Milner Gardens & Woodland property and facilities and has found them suitable for Client's intended use and agrees to advise all persons connected with the event of all rules governing the use of the property and facilities as set out herein.

Client hereby agrees to waive all rights of subrogation or recourse against Vancouver Island University with respect to the use or occupation by Client of the premises described in this Rental Contract, and with respect to damage to Client's property, or the property of third parties engaged by Client, while on Vancouver Island University premises.

Initials Client agrees to indemnify and save harmless Vancouver Island University and its officers, directors and employees, servants, agents and contractors from and against any and all losses, claims, damages, actions, causes of action, costs and expenses whatsoever, before or after the expiration or termination of this Rental Contract, arising out of or connected with Client's use of the Milner Gardens & Woodland property and facilities and the event.

Client has read and agrees to be bound to all terms and conditions set out in the foregoing. If the Client is not an individual, the person signing this Rental Contract on behalf of the Client warrants that he/she has sufficient power and authority to do so.

**** Please read & sign to confirm that all the above is correct ****

CLIENT
Signed _____ Date _____
Client

VANCOUVER ISLAND UNIVERSITY
Signed _____ Date _____
Geoff Ball, Executive Director, Milner Gardens & Woodland