

***Yew Dell Botanical Gardens
Wedding Rental Agreement***

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Yew Dell, Inc. DBA Yew Dell Botanical Gardens (“YDBG”) and (“Lessee”), _____

_____ (name, address and phone number)

Hereby agree to this Wedding Rental Agreement (the “Agreement”) this _____ day of _____, 201__. This Agreement covers the rental of the YDBG grounds for a wedding on the day of _____, 201__ wherein the Lessee agrees to follow the policies of YDBG as follows.

____ Event rental includes YDBG grounds, Castle, Gheens Barn, Peyton Samuel Head Trust Pavilion, Log Cabin, and Mary F. Rounsavall Pavilion for the date specified. Use of the House is not permitted.

____ Event rental includes YDBG grounds, Castle, Gheens Barn, Peyton Samuel Head Trust Pavilion, and Log Cabin for the date specified. Use of the House is not permitted.

1. Required Timeline

YDBG Staff is the Lessee’s contact with YDBG, ensuring that all policies are upheld, and providing the contract and approval of vendors. Event plans for the facility must be discussed and/or submitted by the Lessee to the Staff prior to contracting.

Requirements **6 months** prior to event date:

- Caterers who are not on the pre-approved list must arrange a meeting to review YDBG policies and procedures in order to be approved by YDBG
- Wedding planner/coordinator or the name of the designated individual responsible for making decisions on behalf of the wedding party contact information submitted to YDBG
- Final payments due (remaining rental fee and additional fees)

Requirements **3 months** prior to event date:

- Time and date of rehearsal, time of ceremony, rental vendors and caterer information must be on file
- List of all vendors being used should be submitted to YDBG staff (caterer, rental company, florist, band, photographer, valet, etc.)
- Vendors should submit to YDBG all copies of insurance certificates

Requirements **1 month** prior to event date:

- Walk through of grounds with the wedding planner/coordinator and/or designated individual responsible for making decisions on behalf of the wedding party (a YDBG staff member must be present)
- Details of decoration placement and attachment
- Copy of liability insurance with YDBG named as additional insured & certificate holder must be on file with YDBG
- Any changes to the vendor list on file with YDBG

Technical assistance, such as, audio/visual, sound/lighting, electrical needs, housekeeping, setup and tear down assistance will be contracted by the Lessee and approved by YDBG personnel. **All entertainment must also be approved by YDBG personnel and entertainment groups must consult with YDBG staff 3 months prior to the event.**

2. Reservations/Fees/Deposits

Reservations depend upon a completed and signed rental agreement and required deposit payment. A tentative hold on a date for your event does not confirm your reservation. The event reservation is subject to cancellation and/or forfeiture of the full damage deposit and rental fee if payments are not received on time.

The following payment schedule is required for confirmed reservations:

<u>Time Frame</u>	<u>Payment Required</u>
Signing completed agreement and reserving date	Full damage deposit and ½ rental fee
6 months prior to the event date	Remaining rental fee and additional fees if applicable (additional hours, fees, etc.)

3. Cancellations

Cancellation refunds are not negotiable. Missed payments will result in cancellation of the event and forfeiture of full rental fees for the event.

<u>Cancellation Time Frame From Event Date</u>	<u>Refund Amount</u>
Greater than 1 year prior to the event date	Full damage deposit, all additional fees paid, and rental deposit
Less than 1 year but greater than 6 months	Full damage deposit all additional fees paid and 25% of the rental deposit
Less than 6 months prior to the event date.	No Refunds

4. Event Hours

Rentals are priced to include:

- 3 hours for set up (immediately prior to event)
- 4 hours for event
- 1 hour for clean-up or load-out (immediately following event)

All events must end by 11:30 p.m. The last call for alcoholic beverages must be no less than one half hour before the scheduled end of the event; the last song played by bands or DJs must be no later than 11:30 p.m. Event clean-up and load-out must be complete by 12:30 a.m. except for pickup of rental items. Event rentals also include up to two hours of rehearsal time to be scheduled the evening before the wedding/reception. YDBG does not close the grounds to the public during rental events.

5. Additional Hours

Additional hours may be purchased no less than 5 days prior to the event date for \$200.00 per hour. If any set up or delivery occurs (with the exception of the rental company) before the agreed-upon set up time or past the agreed clean-up or load-out time, a deduction of \$400 per hour will be withheld from the damage deposit (full hour price only). No hours may be purchased to extend the event beyond 11:30 p.m.

6. YDBG Tables

At the request of the Lessee, YDBG will set up The Castle with 1, 8' table and up to 10 chairs. This must be requested during the walkthrough with a staff member at least 30 days prior to the event date.

Wedding rentals include use of up to 40, 60" round tables provided by YDBG. YDBG tables must be set-up and broken down at the Lessee's cost. Provided tables will need to be set up by the chosen approved rental company, caterer, or planner/wedding coordinator. The company chosen to set up and break down these tables must provide proof of insurance and workman's compensation to YDBG at least 90 days prior to the event date.

7. Rentals

The Lessee must contract for rentals with one of YDBG's approved rental companies. The rental set-up and take down are not included in the 3 hour set-up and take down time. Rentals may be delivered up to 2 days prior to the event.

Rental tents can be staked, however, the exact location of staking must be approved by YDBG to avoid damage to the irrigation system and electrical lines. No tents will be allowed on the Castle Terrace or on the drive between the offices and the castle. Tent locations must be approved 90 days prior to the event.

Linens and tableware (i.e. glasses, dishes and flatware) must be rented through a YDBG approved rental company or arranged by the caterer. The use of disposable paper products; plates, cups, utensils is prohibited. All rental companies and/or caterers supplying rentals are required to pay a 10% rental facility fee to YDBG for all items rented (i.e. linens, glassware, chairs, etc.). Rental must be picked up by the end of the first business day following the event.

Approved Rental Company Contact Information:

- All Occasions Event Rental (513) 563-0600
- Party Central (812) 282-1055
- Essential Details (502) 499-6478
- Fifty Chairs (502) 957-9080
- In Good Company (502) 498-3094

8. Alcohol Beverage Service

Alcoholic beverages may be served, subject to these beverages being provided by a caterer with a valid ABC Caterer’s License in conjunction with food service. Events providing only alcoholic beverage service are prohibited.

Alcoholic beverage service is restricted to no longer than five hours for each event and must cease one half hour before the scheduled end of your event. Bartenders must be insured alcohol-beverage servers and must follow all applicable laws and regulations regarding the distribution of alcohol in Oldham County and KRS 244.0880. Yew Dell must have bar service provider’s General and Liquor Liability Insurance Certificate on file no less than 90 days prior to the event.

Under no circumstances may the Lessee or guests bring alcohol onto YDBG grounds. Any alcohol brought onto or consumed on YDBG grounds, if not provided and served by your caterer, will result in immediate cancellation of the event and forfeiture of all rental deposits and fees.

9. Catering

Approved Caterers Contact Information:

- The Catering Company (502) 243-0000
- Ladyfingers Catering (502) 245-7734
- Masterson’s Catering (502) 636-2511
- The Silver Spoon (502) 584-4379
- Mayan Cafe (502) 566-0651
- Wiltshire Pantry (502) 581-8560
- Farm to Fork Catering (502) 365-3276
- Morris Deli (502) 458-1668
- Red Pepper Deli (502) 241-8280

YDBG will consider use of other caterers, but approval is not guaranteed. If the Lessee would like to use a caterer that is not on the pre-approved list then the caterer must meet with YDBG at least 6 months prior to the event and be able to follow all the criteria in YDBG’s Catering Contract. There is a \$500 processing fee for use of caterers not on the pre-approved list. The Lessee must pay that fee at least 6 months prior to the event date. All caterers are required to pay a 15% catering facility fee to YDBG for food and beverages.

10. Deliveries

The Lessee must coordinate with and provide advance notice to the YDBG Staff regarding deliveries and pickup schedules for items. YDBG is not responsible for items ordered and contracted by Lessee or for ensuring the safety of said items. All items associated with the event, with the exception of rentals, must be delivered the day of the event during scheduled set up time and must be removed from the premises by the end of the rental period. YDBG is not responsible for items left on the premises for later pick-up.

All vendors must use approved entrances only. No delivery vehicles will be allowed to drive on Yew Dell grounds beyond the Visitor Center or Rear Service Entrance road. Please consider this when deciding on the logistics of your event

11. Decorations

YDBG staff must approve all decorations.

- 1) No decorations may be attached to or hung from trees or other plants.
- 2) Decorations may not be attached (stapled, tacked, taped, nailed, glued or adhered) to YDBG structures (buildings, fences, benches, etc.).
- 3) No use of confetti, sparklers, bird seed, glitter, or bubbles.
- 4) Wax candle use is limited to outdoor areas. Candles may not be suspended or placed in restrooms. Battery operated candles are permitted in all areas.
- 5) No smoke effects, fire pits, fog machines, explosives, or pyrotechnics allowed.
- 6) All decorations must be removed from the event areas by 12:30 a.m. the same night of the event.
- 7) All rental items associated with the event must be removed from the premises by the end of the first business day following the event.
- 8) YDBG is not responsible for decorations, rentals or any other wedding party/guests personal item(s) left behind after the scheduled event clean-up time. All costs associated with the clean-up of decorations will be deducted from the damage deposit.

12. Smoking/Pets/Firearms

Smoking is not permitted anywhere at YDBG. No pets are permitted on the grounds, with the exception of support animals. Firearms are not permitted on YDBG grounds at any time. Your cooperation is greatly appreciated. Additional clean-up fees will be charged for picking up litter associated with smoking.

13. Parking

Complimentary parking is available to the Lessee and their guests during the time of their event on a first-come-first-served basis. Because parking at YDBG is limited, shuttle service or offsite parking may be necessary for your event, based on the size of the event and other events happening simultaneously on YDBG grounds. If additional parking arrangements must be made, the Lessee assumes the responsibility of making the arrangements and any associated costs. YDBG does not guarantee that any specific number of parking spaces will be available on any given day. Parking in the entry circle, roadway or any fire lane is prohibited.

<u>Number of Cars</u>	<u>Type of Parking</u>
50 or fewer	Self-park
51-75	Guided or valet parking required
76-150	Valet parking required

YDBG encourages those who choose to drink alcohol, to do so responsibly. However, if a person is unfit to drive they are allowed to leave their vehicle on the grounds until the next YDBG business day. YDBG is not responsible for any vehicles left overnight. Cars which are left over two business days will be towed at owner's expense.

14. Invitations/Printed Materials and Media/Advertising

Any and all local, national or international advertising, news releases, media coverage or other publicity referring to YDBG, or any event happening at YDBG or on its grounds must be coordinated with YDBG Staff. This includes holding press conferences or inviting media to cover an event.

15. Photography Release

The Lessee authorizes YDBG to use photographs taken and released by the event photographer or other individuals (guests, YDBG employees, vendors, etc.) on the date of the event for purposes related to the promotion of YDBG event rental, included but not limited to; print advertising, television advertising, promotional internet websites and social media networks.

The Lessee hereby releases YDBG and its legal representatives and assigns from all claims and liability relating to said photographs.

16. YDBG Staff

YDBG staff member will be on duty any time YDBG grounds or facilities are in use for a wedding rental. At least one YDBG staff member will be present for the duration of the set-up, event and clean up.

17. Indemnification

Lessee shall indemnify and hold harmless YDBG, its officials and employees, both in their official and individual capacities, and their agents from and against all claims, damages, losses and expenses, including also attorneys' fees resulting from faults, errors, mistakes, misconduct or negligence acts or omissions of the Lessee in connection with and under this agreement. This indemnification shall not be limited by insurance coverage.

The Lessee shall also release, discharge, hold harmless and waive any claim against YDBG any and all claims for losses, injuries, death of or damage to persons or property (including loss of use of property) sustained to or by the Lessee in connection with parking or access thereto and from. This indemnity shall be effective as to any loss or damage arising from parking services offered by Lessee, volunteers, third party or any agent, employee, or invitee of Lessee.

18. Insurance

Any party using YDBG facilities or grounds must provide **a certificate of liability insurance naming Yew Dell Inc./ Yew Dell Botanical Gardens as an additional named insured** for the entire period of the event (at no extra cost to YDBG) under its policy of public liability insurance. A minimum of \$1,000,000.00 per person, \$2,000,000.00 per occurrence general liability coverage is required. The certificate must be provided to the Staff at least 30 days prior to the event. YDBG reserves the right to cancel any event or refuse admittance if proper paper work is not received 30 days prior to the event, which will result in the forfeiture of all rental fees for the event.

19. Protection of Buildings and Grounds

No clipping, cutting or picking foliage or flowers at YDBG is allowed at any time. Use of any YDBG equipment or machinery is strictly prohibited. In the event that the Gheens Barn is to be used for dancing, the existing floor must be protected by a portable dance floor – available through one of the rental companies. The Lessee is responsible for any damage to the buildings, grounds or landscaping caused by guests, invitees, licensees, permittees, employees, caterers, florists, decorators, photographers, musicians, security and parking personnel, or agents.

Lessees are not allowed to move YDBG tables, benches, planters or fixtures other than those provided for the event.

20. Damages

The buildings and grounds must be left in clean condition. The Lessee is responsible for the grounds and all buildings used during the event. Additional cleanup fees will be assessed on an as needed basis and will be charged accordingly based on staff hours or contract cleaning and repair at the discretion of YDBG. Circumstances surrounding any additional charges will be addressed in written form and will be deducted from your damage deposit. The Lessee is liable for all damages, expenses and losses, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with the Lessee's use of the facility and all tangible property. Such costs will be assessed and charged to the Lessee. Anything beyond normal wear and tear to the facility will be charged to the user. Determination of normal wear and tear is up to the discretion of appropriate YDBG staff.

21. Impossibility/"Acts of God"

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of YDBG – such as acts of God, war, acts of terrorism, government regulations, utility disruptions, disaster, strikes, civil disorder, floods, or other emergencies – to the extent that such circumstance makes it impossible for YDBG to provide, or for the Lessee in general to use, YDBG's facilities. YDBG does not refund money for events that have been cancelled due to "Acts of God" or inclement weather; however, the Lessee's event may be rescheduled pending availability. Although YDBG has established this policy allowing events to be rescheduled, independent catering companies and other suppliers make their own decisions regarding food and other costs. YDBG shall not be responsible for any cancellation fees from any of the outside service suppliers.

22. Construction

Please be advised, due to ongoing construction at YDBG and the surrounding grounds, all or some of the following may be visible during events: construction equipment, tools, fencing, scaffolding, vehicles, etc.

23. RESTRICTIONS & RIGHT of TERMINATION

The Lessee must discuss event details with the appropriate YDBG staff for approval a minimum of 30 days prior to the scheduled event. In the event that YDBG reasonably determines that any violation of its policies or applicable laws, ordinances or regulations will occur with the Lessee's intended use of its premises, YDBG reserves the right to cancel the function at any time. YDBG shall not be liable to the Lessee or the event planner for any of the charges generated by, or any deposits made to, providers of services for the event. Detailed event plans for the facility must be discussed and/or submitted by the Lessee to YDBG Staff prior to contracting.

The Lessee agrees that it will not practice, advocate or permit discrimination or segregation based upon race, creed, color, sex, age, disability, national origin gender identity or sexual orientation.

Event Information:

Couple's Name _____
Address _____
Telephone Home _____ Cell _____ Email _____

Couple's Name _____
Telephone Home _____ Cell _____ Email _____

Wedding Planner/Contact Person _____ Relationship _____
Address _____
Cell _____ Email _____ Additional Phone _____

Description of Event _____ Number of Guests _____
Day and Date of Event _____

Lessee's Name _____
Address _____
Telephone Home _____ Cell _____ Email _____

Payment Information: Lessee agrees to the following fee and payment structure.

Total Rental Fee: _____

Damage Deposit: _____

Additional Hours: _____

Total Deposit Paid: _____ Date: _____

Total Balance Due: _____

Balance Due Date: _____

This reservation and Wedding Rental Agreement shall become effective only upon the payment of the Reservation Deposit and acceptance by an authorized representative of YDBG.

I have read, understand and agree to abide by this Agreement.

Lessee Signature **Date**

Yew Dell Botanical Gardens Staff **Date**