

Leila Arboretum Society

928 W. Michigan Ave., Battle Creek, MI 49037-2068
 Phone: (269) 969-0270 x 120 • Fax: (269) 969-0270
 www.LASgarden.org



Grounds Rental Agreement

Payment Guidelines

1. Review all information on front and back, fill out the application below and sign it. Return to Leila Arboretum Society (LAS).
2. **Important:** You have 7 days from the agreement date listed below to return this signed agreement with a \$125 deposit to confirm your event date. If the deposit is not received within 7 days, you risk losing your reservation date.
3. The remainder of the balance is due 30 days before your scheduled event. If final payment is not received when due, your reservation will be forfeited.
4. A damage deposit of \$150 is due when balance of rental fee is paid. This is a separate check from your event fee, and will be shredded if the site was left undamaged.
5. Cancellation policy: A 50% refund of **the deposit** will be issued for events canceled 270 days or more before the scheduled event. No refund will be issued for events canceled less than 270 days before the date scheduled.
6. For events arranged less than 48 hours before the scheduled starting time, fees are doubled.
7. Rental fees include a One Year Family Membership to Leila Arboretum Society, to be issued the month of your event. Current members receive a discount on rental fees.

Arboretum grounds rental fees:

- Kaleidoscope Garden \$450 \$_____ (Limited Availability)
- Fragrant Hill Pavilion \$400 \$_____
- Entrance Fountain \$400 \$_____
- Fantasy Forest \$400 \$_____
- Central Gazebo \$350 \$_____
- Perennial Garden \$350 \$_____
- Native Wildflower Garden \$350 \$_____
- Pergola \$350 \$_____
- All other sites \$250 \$_____
- Each additional hour \$100 \$_____
- Electricity (cord rental) \$25 \$_____

TOTAL FEES \$_____

Less Membership Discount \$(_____)

Less deposit received \$(_____)

Balance due \$_____

Damage deposit: \$_____

Approved vendor for rental of chairs, tents, runners, tables, arches, sound systems, etc.:

All You Need Grand Rental

(269) 788-9944

www.grandrentalbc.com

Guidelines and Suggestions

- Leila Arboretum is a public park owned by the City of Battle Creek. City park rules apply.
- Leila Arboretum grounds are available for use from sunrise to sunset.
- No alcoholic beverages are permitted in the arboretum.
- Please have a backup plan in case of inclement weather. Money will not be returned because of weather conditions.

Name(s): _____

Applicant: _____ Primary Phone #: _____ - _____ - _____

Address: _____ Secondary Phone #: _____ - _____ - _____

City: _____ State: _____ Zip: _____ Email: _____

Date(s): Event: _____ Time of rental: _____ Rehearsal: _____

Starting time: _____ Expected attendance: _____

Location(s): _____

I have read and I understand all policies on the reverse side of this agreement regarding my use of Leila Arboretum Society's grounds, personnel, resources and structures.

Applicant's signature: _____ Date: _____

Leila Arboretum Society representative: _____ Date: _____

_____ For LAS Office Use _____

Received signed agreement with deposit of \$_____ Payment method (Check #) _____

Visa/MasterCard #: _____ Expires: _____ CCV: _____

Paid in full \$_____ Date _____ Payment method (Check #) _____

Received damage deposit fee of \$150 on _____ Payment method (Check #) _____

Policies for Using Leila Arboretum and Kaleidoscope Garden

This agreement is a contract, and the two words are used interchangeably within this agreement.

Renters are expected to use the designated rental vendor listed on the reverse side of this page. Any equipment or supplies to be brought in from elsewhere must be preapproved by Leila Arboretum Society (LAS).

Parallel parking is permitted along the paved drive within the arboretum and in designated parking lots. Parking on the lawn or any planting beds is prohibited.

Alcoholic beverages are not permitted in the arboretum.

Rice may not be thrown on LAS grounds. Birdseed is a suitable alternative.

All areas must be cleaned and returned to the condition in which they were found. Leila Arboretum Society staff will inspect the condition of the grounds before and after the event.

No activity will be permitted to last past dusk. The renter must complete all cleanup by dusk.

The renter may not charge fees or encourage donations for the event. Nonprofit 501(c)3 organizations may be exempt from this restriction on approval of Leila Arboretum Society's executive director.

The arboretum will remain open to the public during the event. The renter may not restrict use of roads without prior arrangements approved by the LAS executive director's office.

Renters must be present for all deliveries unless prior arrangements were made with Leila Arboretum Society staff at an additional cost. LAS staff will not accept deliveries on the renter's behalf.

Nothing may be added to or removed from the Fountain or Arbor.

The LAS staff will make every effort to ensure that the entrance fountain is in working order for summer weddings. Please make backup plans to be used in the event that the fountain is not running on the day of your event. Money will not be returned in the rare event of a fountain failure.

Helium balloons must be contained (not released) during the event and removed from the site after the event.

Leila Arboretum Society reserves the right to terminate the event at any time if its staff believes its structures, plant collections, staff, or the public is endangered in any way.

The renter shall not use the grounds for other activities without the prior written consent of Leila Arboretum Society.

The renter shall comply with all laws, ordinances and regulations of public authorities. The renter shall not interfere with the activities of other users of LAS grounds. The renter will keep entertainment to a sound level that does not disturb surrounding residents.

The renter has examined the grounds and determined they are suitable for the intended use. Leila Arboretum Society disclaims any warranties regarding suitability of the grounds for the renter's use.

Leila Arboretum Society has no liability for property the renter brings, or directs someone else to bring, onto the grounds. LAS is not responsible for property left on the grounds during the renter's absence or beyond the rental period. The renter risks losing such property.

The renter will not sell, assign or otherwise transfer this contract to any other person or organization.

The renter shall indemnify and hold harmless Leila Arboretum Society and the City of Battle Creek against and from any liability, loss, cost, damage or fees and other expenses of litigation,

- (a) if the renter or his/her guests or suppliers use the grounds in a manner that violates or is inconsistent with this contract;
- (b) if the renter fails to promptly perform any obligations under this contract; or
- (c) if an accident or other occurrence causing injury to any person or property results from the renter or his/her guests' use of the grounds, to the extent that it is not the fault of Leila Arboretum Society or the City of Battle Creek.

In addition to any other remedies at law or in equity, Leila Arboretum Society may use any or all of the following remedies if the renter breaches this contract:

- (a) close the grounds, or any portion of the grounds, to access by the renter or his/her guests; or
- (b) require the renter and renter's guests to immediately leave the premises.

In the event of a dispute concerning Leila Arboretum Society's right to exercise any such remedies, the renter waives the right to remain on the premises and voluntarily restricts itself to recovering money in a legal action.

If this contract is breached, Leila Arboretum Society's liability shall be limited to refunding the rental charge. The renter waives any rights to recover consequential damages, including, but not limited to, lost profits or revenues, any expenses resulting from a breach, and any expenses incurred in reliance on this contract.

The renter acknowledges that use of the arboretum grounds is subject to the consent of the City of Battle Creek (its owner) and that Leila Arboretum Society's obligation as set forth by this agreement is conditioned on the city granting consent. The parties agree to cooperate to obtain consent.

This is the entire agreement between the renter and Leila Arboretum Society. This supersedes any prior oral or written representations, statements or promises. This contract is governed by the laws of the State of Michigan. Any modification must be in writing and signed by the renter and an authorized representative of Leila Arboretum Society.