



REQUIREMENTS FOR RENTING--RENTAL CONTRACT

By signing this Rental Contract, renter agrees to follow these terms and conditions.

I. USES

A. Central Gardens of North Iowa has been very successful due to its high standards and focus towards its five commitments: to education, to beauty, to horticulture, to developing the Gardens and to excellence. Therefore, garden clubs and plant societies engaged in horticultural activities are given reservation preference. Meetings, parties, and other social or cultural activities are permitted on an availability basis.

B. Individuals or groups utilizing the Garden for rental must comply with these Requirements for Renting policies and all other applicable rules and policies. Failure to comply will result in the loss of utilization privileges and forfeiture of rental deposits.

C. Any group who uses the Central Gardens' site is responsible for ensuring compliance with the American with Disabilities Act of 1990 and all other applicable federal, state and local laws.

II. USER CLASSIFICATIONS

Rental rates vary according to the classification of the group. Groups are defined as either horticultural, non-profit/public, civic or social organizations or private groups.

Group I – Garden clubs or plant societies engaged in horticultural activities. Group I is given priority scheduling Monday through Friday where possible at no charge.

Group II – Non-profit/public, civic or social organizations that are not charging a fee, soliciting donations, selling tickets or charging admission. Free will offerings are approved on a case-by-case basis.

Group III – Private organizations such as commercial businesses or individuals holding an event, including weddings, receptions, reunions, parties, etc.

III. LIMITED ACTIVITIES

A. Groups I, II, and III uses are prohibited if the activity or function involves directly or indirectly promoting or soliciting the sale or purchase of any product, object or service to non-group members.

B. Approved food vendors are required to be licensed and insured.

IV. DESCRIPTION OF FACILITY/SPACES

Central Gardens of North Iowa offers the Ceremonial Lawn, Moon Gate and Theatre Steps, Reunion Terrace, Nature Education Pavilion (NEP), Naturalist Terrace and Activity Lawn for rental space.

The Moon Gate and Theatre Steps

The opening for the Moon Gate is created by rough stone and brick masonry walls and frames the view from the Theater Steps across the Ceremonial Lawn. The gate design is consistent with the repeating motif of circles in this feature and forms a wonderful backdrop for summer performances or weddings. The intricate circular steps flow down to the Ceremonial Lawn, and rise up to the Alumni Walk.

The Ceremonial Lawn

Lawn areas are more than negative spaces between garden areas—they are outdoor rooms! This large lawn area creates a viewing corridor extending from the Nature Education Pavilion to the Naturalist Terrace. This large and prominent lawn area is large enough for tents and can support special events such as weddings, parties, cultural performances and community events. Renters are not allowed to erect their own tents, due to potential damage to the irrigation installed.

The lawn size is 112 feet X 160 feet
Theatre Setup (chairs only) 625 guests
Dining Setup (tables for 8) 500 guests

The Reunion Terrace

Families, friends, classmates or club members can get reacquainted in this rentable garden space. Encircled by a seat wall, the terrace has 3 dining tables with 12 black metal chairs and 5 stone benches available for parties. Its location on the southwest side of the Ceremonial Lawn gives parties a private “room” that enjoys beautiful views of the surrounding gardens. Tables and chairs may be added by the renter.

Dining Setup Only (3 tables) 12 guests
Plus Stone Bench Seating (5) 10 guests

The Naturalist Terrace

At the west end of the Ceremonial Lawn is a small terrace to sit and enjoy the view of the Nature Education Pavilion and Garden across the Ceremonial Lawn. Five stone benches provide seating. Serving tables (3 eight-foot tables maximum) provided by the renter can be set up for food and beverages.

Dining Serving Only 3 (Eight-foot) Serving Tables Maximum
Entertainment/Small band 5 Members Maximum
Stone Bench Seating (5) 10 guests
Chairs 15 guests

The Activity Lawn

Many community, corporate or wedding activities can take place on the large lawn in the southeast corner of the site. This space will accommodate a 100’ x 100’ tent and is ideal for weddings, receptions, educational events, health classes, memorial services, seasonal or annual events.

Tent size is a maximum of 100’ by 100’.
Theatre Setup 875 guests
Dining Setup 700 guests

Nature Education Pavilion (NEP)

Floor to ceiling tinted windows with a wrap around deck make this a beautiful, relaxing and unforgettable site for any event. The building is both air conditioned and heated, contains full size and under-counter refrigerators, lots of counter space, a large restroom, microwave, toaster oven and 2 sink areas. There is also a large screen monitor that can be plugged in to a laptop or other device for presentations, picture slideshows, etc. The Pavilion is both a functional and remarkable place to celebrate, learn, share, and make memories year-round. The upper level is also handicapped accessible except when the Gardens are closed from November 1 to May 1 as snow removal is not available to the second level. The Nature Education Pavilion is available for rental for weddings, receptions, family reunions, birthday and holiday parties as well as lectures, business/club meetings, brunches, luncheons, and dinners. Off-season (November 1 to May 1) hours available are 8:00 a.m. to 9:00 p.m.

Upper and lower levels and terrace of the NEP are included in the rental price. The upper level has an approximate capacity of 32 people, lower level 17, and terrace can seat 30 plus. Tables and chairs in the NEP are not to be taken outside of the building.

V. SCHEDULING POLICY

- A. Reservations are required for all groups wishing to rent the Central Gardens’ site or portions thereof. The Gardens are open as a public garden seven days a week from May 1 to November 1. The Nature Education Pavilion is available as a rental space year-round. Hours available for rental spaces are from sunrise when the gates open until sunset when the gates close. All rental reservations are made by calling the Executive Director Jody Hamilton at 641-357-0700 (office) or 402-213-4225 (cell).

Information is also available on line at our website www.centralgardensnorthiowa.com or by emailing info@centralgardensnorthiowa.com.

- B. Group I is given priority scheduling Monday through Friday where possible with no charge.
- C. Group II & III may reserve the outdoor garden spaces from May 1 to November 1 weather permitting.

VI. FEES, DEPOSITS AND FORFEITURES Renter agrees to pay the following amounts:

- A. **Deposit.** A damage deposit, as required by the rental fee/deposit schedule, is due at time of reservation. Renter is required to leave the facility clean, orderly, and in the same condition it was found upon arrival. If the facility is damaged or left in unsatisfactory condition, the deposit will be retained. Any custodial or damage charges will be deducted from the deposit before it is returned. The deposit is not to be construed as a limit of liability for damage to Central Gardens. Central Gardens of North Iowa, Inc. may take necessary legal action to recover additional damages above the deposit amount. Any deposit amount will be refunded within sixty (60) days after the scheduled event to the address provided in this contract unless otherwise stated.
- B. **Rental Fee.** A rental fee is required for use of the space you are renting from Central Gardens in accordance with the rental fee/deposit schedule. Payment of the rental fee is due at time of reservation or as per signed payment plan schedule.
- C. **Responsibility for Premises/Liability.** The person who signs the rental agreement on behalf of the renting group or organizations stipulates that he or she is acting with authority of said group and shall be responsible for the care and supervision of the facility, in addition to enforcement of all rules. The person signing the rental agreement and the group shall hold Central Gardens harmless from any and all claims arising by virtue of the activities of the group. The person signing the rental agreement and the group agree to indemnify Central Gardens for any costs or attorney fees incurred resulting from a claim arising under the above circumstances.

VII. POLICY FOR FOOD, BEVERAGE, ALCOHOL AND CATERERS

- A. **Food and Beverage.** Renter must make own arrangements for food brought into the facility. Please contact Central Gardens for a list of licensed area caterers. Groups must assure that the premises are in the same good condition as when the group took responsibility for the premises.
- B. **Alcohol Policy.** Beer & wine may be brought into Central Gardens. No kegs or hard liquor may be served unless a caterer with an off-premise liquor license has been hired. Alcohol of any type (beer, wine, liquor, etc.) may not be sold. Alcohol may only be consumed in Central Gardens in rented spaces.
- C. **Caterer Policy.** Class B or C liquor license issued by the Iowa Department of Alcoholic Beverages to caterer must also possess a Catering Privilege to provide kegs or liquor to private parties in Central Gardens.

VIII. CANCELLATIONS, RULES & GARDEN ETIQUETTE, AND WAIVERS

- A. **Cancellation.** If it becomes necessary to cancel a scheduled event that is subject to this Rental Contract within the first (thirty) 30 days, a refund of payments made to date will be made. After the thirty (30) day time period one half (1/2) of the rental payments to date will be forfeited. If the cancellation occurs within ninety (90) days of the scheduled event, all rental fees paid will be forfeited. Central Gardens will try to accommodate rescheduling the event if requested, subject to the Gardens availability. Any deposit amount will be refunded within sixty (60) days after the notice of cancellation provided to the address provided in this contract unless otherwise stated.
- B. **Rules and Regulations of Use.** The renter and guests agree to abide by the following Rules and Garden Etiquette Policies as well as the Wedding Ceremony Guidelines, if applicable.
- C. **Release and Waiver of Liability.** PLEASE READ THIS CAREFULLY. IT AFFECTS ANY RIGHTS A RENTER HAS IF THEY OR GUESTS AT THE EVENT ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE RENTING CENTRAL GARDENS SPACES.

In consideration for permission to use the Central Gardens' facilities, renter agrees to:

1. Release Central Gardens of North Iowa, Inc., and the City of Clear Lake, Iowa and its officers, servants, agents and employees (hereafter referred to as Releasees) for any liability, claim and/or cause of action arising out of or related to any loss, damage or injury including death that occurs as a result of the use of the facilities leased or services obligated, except with respect to any claim proven to be due solely to the willful act of the Releasees.
2. Indemnify and hold harmless the Releasees from any loss, liability, damages or costs, including court costs and attorney fees, that Releasees may incur due to renter's use of Central Gardens.

D. **Compliance with State of Iowa Laws.** The Parties to this Rental Contract agree that it shall be construed in accordance with the laws of the State of Iowa.

IX. UNACCEPTABLE EVENTS AND ACTIVITIES

The use of Central Gardens' facility will not be authorized for events with an outside organization without board approval, when the primary purpose of the occasion is:

A. Fund-raising, other than for Central Gardens of North Iowa, Inc. Additionally, the following activities are restricted and require board approval from Central Gardens:

- a) Events of a political or religious nature.
- b) A product promotion or any type of event which benefits an outside organization.

B. No co-sponsored events may be held that:

- a) Charge admission fees, except conference registration fees for conferences co-sponsored by the Gardens that are subject to special conditions.
- b) Hold raffles and/or display or promote commercial products or sale of products during an event.

Renter

Date

Renter Contact Information:
Address:

Street Number

City, State, Zip Code

Phone Number

Email Address

Authorized Central Gardens of North Iowa, Inc. Representative

Date

Central Gardens of North Iowa, Inc.
Rules and Garden Etiquette

1. All setup and cleanup times are to be included in the times you reserve the facilities. Please do not have items delivered before your scheduled rental time, i.e. food, table decorations, etc.
2. All Garden areas rented must be cleaned up and personal property removed by the end of the rental time. In addition, all equipment brought in or rented items must be removed by the end of the rental time. (This does not apply to equipment contained in Wedding Package rentals that has been set up and will be taken down by Ace Hardware).
3. Smoking and the use of tobacco, nicotine products and vaporizers is not allowed within the Gardens. The damage deposit will be forfeited if the rental party and/or their guests do not abide by the no-smoking regulations.
4. Groups hiring caterers or providing their own food will be responsible for cleaning all areas utilized, removal of tablecloths and personal property, and assuring that the premises are in the same condition as when the group took responsibility for the premises. This includes but is not limited to the following:
 - a. All Central Gardens' tables and chairs must be wiped off and clean. Chairs must be placed neatly around tables.
 - b. Trash will be placed in heavy duty garbage bags supplied by Central Gardens and deposited in the dumpster near the southeast gate behind the Mother Earth Workshop (MEWS) building.
 - c. Counters must be wiped off and floors must be vacuumed or swept if needed.
5. Private caterers share in the responsibility for the use of the premises. Caterers shall be governed by the "Caterers' Guidelines." Please refer to VII on page 3.
6. Table linens are not available through Central Gardens but may be obtained through area rental businesses or caterers.
7. It is assumed that all utilities function properly at all times. If there is damage after the event, the repairs are the responsibility of the renter.
8. No alterations to any garden structures are allowed. **The use of nails, screws, tape, tacks or the like to fasten decorations or other materials to structures, fencing, retaining walls, sculptures, ponds or other features is strictly prohibited.** No structures may be placed in the garden including signs, banners or any other objects without prior approval. Glitter, rice, birdseed, confetti and the like cannot be used as table-top decorations and/or for throwing. Balloons may only be used as table decorations and are not to be released.
9. Lighting of Unity candles is permitted outdoors during a wedding ceremony. Fireworks of any kind, including sparklers or snake fireworks, are prohibited. No other use of lighted candles inside the Nature Education Pavilion is allowed. Battery-operated candles are permitted. Failure to follow these regulations will result in forfeiture of the damage deposit.
10. Children and other members of the rental party and/or their guests must stay on the brick paths, stay out of the planted garden areas and out of the water features. Grassy areas may be used by all visitors in the Gardens.
11. When renting the Pavilion building, a representative of Central Gardens will lock and unlock the building and provide contact information where s/he can be reached in case of an emergency.
12. All events held in the Gardens are restricted to Lawns, MoonGate, NEP and Terrace areas. Walkways cannot be blocked. The South entrance plaza cannot be rented at anytime or used by wedding parties, except for photographs. The plaza is always open for visitors.

13. No vehicle traffic is allowed on pathways, bridges, courtyard areas or any areas within the Garden except by special permission.
14. All evening events must conclude by sunset.
15. The storage of any personal equipment or other accessory items is not permitted. Central Gardens is not responsible for any equipment or other items left at Central Gardens at any time.
16. Street parking for approximately 72 cars is available surrounding the site with additional parking available on adjacent streets.
17. Central Gardens cannot guarantee the condition of outdoor planting areas. Many circumstances are beyond our control, including weather conditions, diseases or other incidents that may occur. Central Gardens makes every effort to maintain a high-quality garden experience.
18. Central Gardens is often times undergoing maintenance and construction. Construction equipment may be visible to your guests. Please avoid areas under construction.
19. Central Gardens is open to the public at all times. Complete privacy within the Gardens for private events cannot be guaranteed.
20. Rental party guests are welcome to walk and enjoy the outdoor gardens during your event.
21. Photos may be taken in the garden during your rental times. There is NO charge to photographers.
22. Pets are not allowed in Central Gardens. Service animals are allowed under Federal regulations.
23. No bicycles, rollerblades, scooters, or other wheeled toys or motorized equipment are allowed in the Gardens unless special permission has been given. Motorized wheelchairs are permissible.
24. No refunds of rental deposits or payments will be made to the renter for cancellation of the event due to inclement weather conditions occurring on the day of the event.
25. In case of emergency please call the Clear Lake Police Department at (641) 357-2186 or 911.