



## RENTAL CONTRACT

This Rental Contract ("Contract") is effective as of the date specified on the signature page ("Effective Date") by and between Central Gardens of North Iowa, Inc. ("Gardens") and the Lessee specified on the signature page ("Lessee"). The parties agree to the following terms and conditions.

### I. USES

1. Central Gardens of North Iowa has been successful due to its high standards and focus on its six commitments (1) promoting horticultural and environmental stewardship; (2) building the infrastructure through creating a modern garden while honoring our heritage and original design principles; (3) enhancing learning opportunities for members and guests; (4) being inviting to all; (5) being responsible stewards of our resources; and (6) achieving excellence in all that we do.
2. Lessee must comply with all applicable rules and policies specified herein. Failure to comply will result in the loss of utilization privileges and forfeiture of amounts paid.
3. 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. LIMITED ACTIVITIES

1. Lessee is prohibited from any activity or function that involves directly or indirectly promoting or soliciting the sale or purchase of any product, object or service other than to Lessee's party.
2. Approved food and beverage vendors are required to be licensed and insured.

### III. DESCRIPTION OF RENTAL SPACES

The Gardens offers the Moongate and Theatre Steps, Ceremonial Lawn, the Reunion Terrace, Naturalist Terrace, the Activity Lawn, and the Nature Education Pavilion (NEP) for rental space.

1. **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 Wedding Walk.
2. **The Ceremonial Lawn.** Lawn areas are more than negative spaces between garden areas—they

are outdoor rooms! This large lawn area measures 112 feet by 160 feet and creates a viewing corridor extending from the Nature Education Pavilion to the Naturalist Terrace. This prominent lawn area is large enough for tents and can support special events such as weddings, parties, cultural performances and community events. Lessees are not allowed to erect their own tents, due to potential damage to the irrigation system.

- a. Theatre Setup (chairs only) 625 guests
- b. Dining Setup (tables for 8) 500 guests

3. **The Reunion Terrace.** Families, friends, classmates or club members can get reacquainted in this 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 area that enjoys beautiful views of the surrounding gardens. Tables and chairs may be added by the Lessee.

- a. Dining Setup Only (3 tables) 12 guests
- b. Stone Bench Seating (5) 10 guests

4. **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 Gardens across the Ceremonial Lawn. Five stone benches provide seating. Serving tables (3 eight-foot tables maximum) provided by the Lessee can be set up for food and beverages.

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

5. **The Activity Lawn.** 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. Lessees are not allowed to erect their own tents, due to potential damage to the irrigation system.

- a. Theatre Setup 875 guests
- b. Dining Setup 700 guests

6. **Nature Education Pavilion (NEP).** Floor to ceiling tinted windows with a wraparound 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, 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 the terrace of the NEP are included in the rental price. The upper level has an approximate capacity of 30 people, lower level 20, and terrace can seat 30 or more. Tables and chairs in the NEP are not to be taken outside of the building.

#### IV. **SCHEDULING POLICY**

Reservations are accepted on a first come first serve basis and are required for all groups wishing to rent the Gardens' site or portions thereof. The Gardens are open as a public garden seven days a week, dawn to dusk, from May 1 through October 31. 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 office at 641-357-0700 or emailing [info@centralgardensnorthiowa.com](mailto:info@centralgardensnorthiowa.com).

#### V. **FEES, DEPOSITS AND FORFEITURES** Lessee agrees to pay the following amounts:

1. **Deposit.** A damage deposit, as specified on the Rental Registration Form to this Contract, is due at time of reservation. Lessee is required to leave the all rented spaces clean, orderly, and in the same condition it was found upon arrival. If the facilities or grounds are damaged, littered, or left in unsatisfactory condition, a necessary portion of the damage deposit will be retained. Any custodial or damage charges will be deducted from the deposit before any unused portion 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 unused deposit amount will be refunded within thirty (30) days after the scheduled event to the address provided in this Contract unless otherwise stated.
2. **Rental Fee.** A rental fee is required for use of the space specified on the Rental Registration Form to this Contract. Payment of the rental fee is due at time of reservation.
3. **Responsibility for Premises/Liability.** The person who signs the rental Contract 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 rented spaces, in addition to enforcement of all rules, and provisions of this Contract. The person signing the Contract and the group they represent shall hold Central Gardens harmless from any and all claims arising by virtue of the activities of the group. The person signing the Contract and the group agree to indemnify Central Gardens for any costs or attorney fees incurred resulting from a claim arising under the above circumstances.

#### VI. **POLICY FOR FOOD, BEVERAGE, ALCOHOL AND CATERERS**

1. **Food and Beverage.** Lessee must make own arrangements for food brought into the Gardens. Lessee must assure that the premises are in the same good condition as when the individual or group took responsibility for the premises.

2. **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.
3. **Caterer Policy.** Any caterer must comply with any Iowa and federal laws which allow them to serve or provide kegs or liquor to private parties in Central Gardens. No caterer will be allowed to serve alcohol unless they provide the Gardens in advance proof of insurance and necessary licensing.

VII. **CANCELLATIONS, RULES & GARDEN ETIQUETTE, AND WAIVERS**

1. **Cancellation.** If it becomes necessary to cancel a scheduled event that is subject to this Contract ninety (90) or more days in advance, a full refund of payments made to date will be made to the Lessee. 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.
2. **Rules and Regulations of Use.** The Lessee agrees to abide by the Rules and Garden Etiquette Policies as confirmed by the signature of the Lessee on Attachment A to this Contract.
3. **Release and Waiver of Liability.** PLEASE READ THIS CAREFULLY. IT AFFECTS ANY RIGHTS A LESSEE HAS IF THEY OR GUESTS AT THE EVENT ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE RENTING CENTRAL GARDENS SPACES EXCEPT WITH RESPECT TO ANY CLAIM PROVEN TO BE DUE SOLELY TO THE GROSS NEGLIGENCE OF CENTRAL GARDENS OR THE CITY OF CLEAR LAKE. In consideration for permission to use the Central Gardens' facilities,
  - a. Lessee (or "User"), waive(s), and discharge(s) the Gardens, and all of their directors, officers, members, managers, employees, independent contractors, agents, representatives, and volunteers (the "Released Parties") from any and all liability for any and all loss and damage, and for any and all claims and demands, on account of injury to the person or property of User, up to and including death, even if caused by the negligence of the Released Parties.
  - b. Agree(s) to indemnify and save and hold harmless the Released Parties from any and all loss, liability, damage, deficiencies, actions, judgments, interest, awards, penalties, fines, taxes, costs, and expenses incurred or caused by User or any permittee or guest of User in connection with any use of the Central Gardens' facilities.
  - c. Acknowledge(s) that Released Parties make no warranty as to the design, manufacture, maintenance, condition, or fitness for any particular purpose of any premises, facilities, or any equipment.
  - d. Acknowledge(s) that this instrument is intended to be as broad and as inclusive as permitted by law, and that if any portion is held invalid, the balance shall continue in full force and legal effect.
  - e. Assume(s) any and all risks existing on the land, in entering onto the land, and in

engaging in or observing any activities, including the risk of injury to others for any negligent, reckless, or intentional act, or omission to act, of User and User's guests or permittees, on the land and/or in connection with the use of the land.

- f. Acknowledge(s) that this Waiver and Indemnification and Release also applies to any relatives, personal representatives, heirs, beneficiaries, next-of-kin, or assigns of the User who might pursue any claim on User's behalf.

4. **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.

VIII. **UNACCEPTABLE EVENTS AND ACTIVITIES.** The use of Central Gardens will not be authorized for events with an outside organization when the primary purpose of the occasion is:

- 1. Fund-raising, other than for Central Gardens.
- 2. Events of a political or religious nature.
- 3. A product promotion or any type of event which benefits an outside organization.
- 4. 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.

IX. **Force Majeure.** In the event that the Gardens shall be delayed or hindered or prevented from the performance of any provision of this Contract by reason of strikes, lockouts, labor troubles, acts of God, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, litigation challenging the validity of any necessary permit, pandemic, or other reason of a like nature not the fault of the Gardens in performing such provisions (each a "Force Majeure Event"), then performance of such provision shall be excused for the period of the delay; provided, that, the Gardens notifies the Lessee of the occurrence of the Force Majeure Event and its effect on performance of the Contract and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure Event preventing performance of its obligations under this Contract.

This Contract is effective on \_\_\_\_\_ ("Effective Date").

\_\_\_\_\_  
Lessee Date  
Represents

\_\_\_\_\_  
Name of Group or Organization Lessee

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Address, City, State, Zip Code

Phone Number

Phone Number

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Authorized Central Gardens of North Iowa, Inc. Representative

Date

## Attachment A

### 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 Gardens. 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 such as tents, chairs, and tables that have been rented from a vendor provided all items are removed no later than the first business day following the event)
3. Smoking and the use of tobacco, nicotine products, e-cigarettes, and vaporizers is not allowed within the Gardens. The damage deposit will be forfeited if the Lessee 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's Workshop (MEWS) building.
  - c. Counters must be wiped off and floors vacuumed or swept.
5. 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 Lessee.
6. No alterations to any garden structures are allowed. **The use of nails, screws, tape, wire, tacks or the like to fasten decorations or other materials to structures, trees, fencing, retaining walls, sculptures, ponds or other features is strictly prohibited.** No structures may be placed in the Gardens 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.
7. 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.
8. 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.

9. 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.
10. All events held in the Gardens are restricted to Lawns, Moon Gate, NEP and Terrace areas. Walkways cannot be blocked. The south entrance plaza cannot be rented at any time or used by wedding parties, except for photographs. The plaza is always open for visitors.
11. No vehicle traffic is allowed on pathways, bridges, courtyard areas or any areas within the Garden except by special permission.
12. All evening events must conclude by sunset.
13. 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.
14. Street parking for approximately 72 cars is available surrounding the site with additional parking available on adjacent streets.
15. 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.
16. Central Gardens is often times undergoing maintenance and construction. Construction equipment may be visible to your guests. Please avoid areas under construction.
17. Central Gardens is open to the public at all times. Complete privacy within the Gardens for private events cannot be guaranteed.
18. Rental party guests are welcome to walk and enjoy the outdoor gardens during your event.
19. Photos may be taken in the garden during your rental times. Central Gardens photography policy can be found on the website and is available upon request.
20. For sanitation purposes, pets are not allowed in the Gardens. Service animals, with proper verification, are allowed.
21. 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.
22. Central Gardens reserves the right to cancel an event due to inclement weather and will work with the Lessee to reschedule if desired. No refunds of rental deposits or payments will be made to the Lessee for cancellation of the event due to inclement weather conditions occurring on the day of the event.



23. In case of emergency please call the Clear Lake Police Department at (641) 357-2186 or 911.

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Lessee Acknowledgement

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Date