

**DELAWARE CENTER FOR HORTICULTURE
CLIENT AGREEMENT AND GUIDELINES FOR
SPECIAL EVENTS**

I. ALLOWED USE

This Agreement is entered into this _____ day of _____ 20_____ between the Delaware Center for Horticulture ("DCH") and _____ ("Client") covering an event ("Event") to be held at the Delaware Center for Horticulture facility ("Facility") on the date and time specified on Schedule A attached hereto and made a part hereof.

DCH does not discriminate in the use of its Facility on the basis of race, creed, sex, or national origins and requires a commitment to that effect from any Client.

II. RESERVATIONS AND DEPOSITS

- A. A reserved date is not guaranteed until a reservation deposit is received and this Agreement is signed and returned by Client to DCH. All bookings must be cleared for date availability with the Facility Rental Coordinator prior to signing this Agreement. Rental restrictions may be in effect during DCH-sponsored events.
- B. DCH reserves the right to refuse the use of its Facility to any Client if DCH, in its sole discretion, believes that such use would jeopardize the Facility. DCH further reserves the right to alter any arrangements in the planning phase or during the Event if the safety or security of the Facility or DCH's operations, are threatened. It is the sole and absolute discretion of DCH to decline a reservation should we deem the intended use as incompatible with our image.
- C. DCH requires a \$500 nonrefundable reservation deposit for events over \$1000 and a \$150 nonrefundable reservation for events under \$1000 to secure a date at the time of signing this Agreement. The balance of the Rental Fees determined in Section VII below and a \$500 security/damage/overtime deposit are due six (6) weeks prior to the Event. If there is no damage, no additional unpaid rental time, and all Rental Fees paid, DCH will refund the security deposit within 45 days of the Event.

III. INSURANCE

- A. For each Event, DCH requires that Client provide evidence of personal liability insurance with limits of no less than \$1,000,000 and naming DCH as an additional insured. This requirement can be fulfilled by providing a certificate of general liability insurance in the "Acord 25" form. Please provide no less than one week prior to scheduled event.
- B. Client is responsible for the conduct of Client's guests, agents, employees and contractors (including vendors), and for any damage done or repairs and/or replacement required to any part of the Facility, by Client, or Client's agents, guests, employees or contractors (including vendors).

IV. CATERER

DCH maintains a list of approved caterers. Each approved caterer must have a current contract on file with DCH and must not be in default under that contract at the time of the Event.

V. VENDORS

DCH allows the use of vendors, including musicians, florists, and decorators, by Client in connection with the Event; however, DCH reserves the sole and exclusive right to deny approval of any vendor at DCH's sole discretion. DCH shall not be responsible for any costs or expenses incurred by Client as a result of DCH's refusal to approve any vendor. All vendors' materials are the responsibility of Client and are to be removed at the conclusion of Event. Client is responsible for repairs due to damage occurring in or on the Facility through the acts or omission of Client's vendors.

VI. EVENT LOGISTICS

To ensure proper follow-through and communications, Client must assign one contact person to coordinate the Event with the Facility Rental Coordinator.

- A.** At the time the Event is scheduled with the Facility Rental Coordinator, Client must:
 - 1. Supply the approximate time, number of guests expected, and type of Event.
- B.** Three weeks before the Event, Client must:
 - 1. Submit final details of the Event to the Facility Rental Coordinator for approval, including the decorations and displays, number of guests expected, the set-up time and the names of all vendors and their time of deliveries on the day of the Event and pick-up after the Event.
- C.** Day of the Event
 - 1. On Monday through Friday, set-up cannot begin until 5:00 pm. Any exceptions must be approved by the Facility Rental Coordinator.
 - 2. Client must schedule deliveries to be made only on the day of the Event unless other arrangements have been made with the Facility Rental Coordinator.
 - 3. Rentals must be delivered and stored neatly in the Reception Hall unless other arrangements have been made with the Facility Rental Coordinator.
 - 4. All exits must be kept unobstructed at all times.
- D.** Break-down Requirements:
 - 1. To ensure the contracted closing time, all bars, food and beverage stations will close 30 minutes prior to the contracted time. Client may extend the closing time of the Event for one hour by speaking with the Facility Rental Coordinator and the caterer at least one hour or more before the scheduled closing time and for an additional fee of \$200 to be paid by Client. Any additional fees from the caterer are negotiated between Client and Caterer.
 - 2. Removal of all displays, decorations, and materials (other than catering equipment) must be removed directly after the Event, unless other arrangements have been made with the Facility Rental Coordinator.
 - 3. Client must arrange for any rented or vendor equipment to be picked up by the rental or vendor company the following business morning before 10:00 am. Client will pay an additional \$250 daily fee for any equipment not picked up the next business morning, unless other arrangements have been made with the Facility Rental Coordinator.

VII. RENTAL FEES

A 10 % discount on rental fees is available to members of the Delaware Center for Horticulture.

- A. Business hours are Monday – Friday, 8:00 am – 5:00 pm.
- B. Wedding ceremony with reception, or reception only, held Friday or Sunday. Fee is based on 5 hour period minimum.
 - 1. Up to 100 people \$2000
 - 2. 101 to 250 people \$10 per guest additional
- C. Wedding ceremony with reception, or reception only, held on Saturdays. Fee is based on 5 hour period minimum.
 - 1. Up to 100 people \$2500
 - 2. 101 to 250 people \$10 per guest additional
- D. All other events or meetings can be held during or after business hours and on weekends.
 - 1. Up to 100 people

Two hour minimum	\$500
Three hour	\$750
Four hour	\$1000
Five hour	\$1250
Six hours or more	\$1500
 - 2. 101 to 250 people \$10 per guest additional
- E. Set-up charge
 - 1. There is no charge for the time it takes the caterer to set-up and break-down the Event. Additional set-up and break-down time beyond the caterers requirements must be approved by the Facility Rental Coordinator and is charged at the rate of \$200/hour.
- F. This Rental Fee does not include tables, chairs, linens, or slide or digital projector. Podium, podium microphone, and projector screen are available by arrangement with the Facility Rental Coordinator.

VIII. REFUNDS AND CANCELLATIONS

- A. The Reservation Fee of \$500/\$150 is nonrefundable, as provided in Section II. C of this Agreement.
- B. DCH will refund 50% of the Rental Fees, as described in Section VII. Of this Agreement if Client cancels Event within three weeks of the reserved date.
- C. In the event of cancellation of this Agreement or the Event by DCH, except by reason of Client's breach of this Agreement, DCH will provide as much notification as possible and will refund all fees paid or on deposit with DCH. DCH specifically does not accept any responsibility for any expenses incurred or losses incurred whatsoever by Client as a result of a DCH cancellation, and Client expressly waives any claims, other than the refunds stated in this subsection, in the event of a cancellation of this Agreement or Event. Cancellations by Acts of God will be reviewed on a case-by-case basis. Acts of God shall mean, acts of war, civil commotions, riots, strikes, lockouts,

acts of government in either its sovereign or contractual capacity, accidents, fire, water damages, floods, earthquakes or other natural catastrophes or any other causes determined by DCH (in the exercise of its discretion) to be beyond the reasonable control of DCH.

- D. Failure to comply with DCH regulations may result in immediate cancellation of this Agreement or the Event by DCH.
- E. DCH will issue a full refund of the \$500 security deposit, less any charges for loss, damage, additional time or violation of this Agreement and regulations, after the Event, as provided in Section II.C of this Agreement.

IX. DESCRIPTION OF FACILITIES

- A. Please see the Special Events Facility Brochure for a description of Facility spaces and room sizes.
- B. Gallery

DCH arranges for exhibitions in the gallery. The gallery is available for seating or receptions. Because the exhibitions are changing, DCH cannot guarantee particular artwork. It is possible that no artwork will be available if the Event takes place between shows. Requests for inclusion or exclusion of specific works of art cannot be honored by DCH. Event must take place in a manner not to threaten the artwork in any way.

- C. Kitchen

Adjacent to the Reception Hall, the kitchen contains a full-size refrigerator/freezer, standard electric oven for warming (no stovetop function), dishwasher, carousel microwave-convection oven, limited counter space and a small double sink. A service window opens directly to the Reception Hall.

- D. Handicapped Accessibility

A two-person residential elevator provides handicapped accessibility to all areas of the building. All restroom facilities are handicapped accessible.

- E. A coatroom is located to the right of the atrium and holds approximately 100 coats.

- F. Restrooms are located on the same level as the Reception Hall

- G. The Facility is open to the public during normal business hours (8:00 am to 5:00 pm, Monday through Friday). DCH makes every effort to ensure privacy for the rental group; however, there are limitations to the degree of privacy that can be expected. The public areas of the atrium and/or courtyard and other public areas will be open to visitors and DCH employees during working hours notwithstanding the booking of these areas for Events. DCH has no responsibility to monitor or control visitors in these areas during the Event.

X. PARKING

- A. Vehicles must park in the designated parking lot, which accommodates approximately 40 vehicles. Client is responsible for coordinating with its caterer and other vendors to accommodate their parking needs. There is handicapped parking for two cars adjacent to the entrance drive. For more than 40 vehicles, it is recommended that Client hire valet service.

- B. Parking is prohibited in the semi-circular, fire lane drive. The semi-circular drive may be used for loading and unloading people and supplies. At no other time may the courtyard entrance drive be blocked by Client, its agents, employees, guests or contractors (including vendors).
- C. DCH is not responsible for damage to vehicles or the contents thereof. Persons parking at DCH take full responsibility for their vehicles. It is recommended that Client hire a security guard for the parking lot during evening Events.
- D. Parking is permitted on Gilpin Street. No parking is permitted along Dupont Street or at Trolley Square Shopping Center.

XI. GENERAL RESTRICTIONS

- A. DCH is a smoke-free facility. Smoking is not permitted anywhere inside or outside the Facility or on the grounds.
- B. Animals (except working dogs) are not permitted in the Facility.
- C. Sound volume must not be offensive to neighbors.
- D. DCH is not responsible for damage or loss to materials or equipment owned, used or rented by Client.
- E. Children must be properly supervised at all times.
- F. DCH will bill Client for any damages to or excessive soiling of the Facility (including all furniture, fixtures, equipment, works of art and other property in and around the Facility), resulting from an Event.
- G. Only votive candles are permitted in glass holders of some kind.
- H. Decorations may not be placed on walls or ceilings of the Facility. Use, location, and design of any such items are subject to DCH's consent and approval and subject to DCH control during an Event. Rice, confetti and similar small materials, and fog machines and similar atmospheric equipment are not permitted at any time for any Event.
- I. No plants or articles in or at the Facility may be moved or altered without prior arrangements with the Facility Rental Coordinator.
- J. Client shall refrain from bringing into the Facility any flammable or dangerous devices that could cause injury or damage to persons within or on the Facility or damage the Facility itself and/or items within the Facility. The use of propane or potentially combustible items may not be used without prior consent of the Facility Rental Coordinator.
- K. DCH is not responsible for any belongings left behind by Client or Client's guests, agents, employees or contractors (including vendors).
- L. DCH is not responsible for Acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of government in either its sovereign or contractual capacity, accidents, fire, water damages, floods, earthquakes or other natural catastrophes or any other causes determined by DCH (in the exercise of its discretion) to be beyond the reasonable control of DCH.
- M. Client shall not advertise or make any claim that DCH in any way sponsors the Event.

- N. Reproduction of the Facility or works of art in the Facility is not permitted on any material distributed by Client (including, without limitation, tickets and programs) without the prior written approval of DCH.
- O. Neither Client nor Client's guests shall touch, remove or alter the works of art in the Facility, nor will Client or any of the Client's guests hang or post objects without the express written permission of DCH.
- P. A DCH employee will be on hand to open and close the Facility. Additional staffing, including security, is Client's responsibility.
- Q. DCH does not permit plastic or throw-away plates, cups, utensils or table clothes.
- R. All events must end at 11 p.m.

XII. ALCOHOLIC BEVERAGE RESTRICTIONS

- A. Alcoholic beverages may not be sold during an Event unless Client is a nonprofit organization. If Client is a nonprofit organization and alcoholic beverages are to be sold during the Event, it is the responsibility of Client to obtain a Daily-Gathering Liquor License from the Delaware Alcoholic Beverage Control Commission and submit proof of the license to DCH at least 14 days prior to the Event. If Client uses a caterer to sell alcohol, then, in addition to Client's obligation to obtain a Daily-Gathering Liquor License, its caterer must possess an Off-Premises License from the Delaware Alcoholic Beverage Control Commission and submit proof of that license to DCH at least 14 days prior to the Event.
- B. Alcoholic beverages may be served in the Facility. Client and its caterer are responsible for ensuring that alcoholic beverages are not served to minors. Client and its caterer must monitor alcohol consumption. Persons under 21 years of age may not consume alcoholic beverages. Serving intoxicated guests is prohibited. No kegs or shots are allowed.

XIII. MISCELLANEOUS

- A. Neither DCH nor any of its trustees, officers, employees or agents shall be liable for (i) any damage to property of Client, its agents, employees, guests or contractors (including vendors) entrusted to employees or agents of DCH, (ii) the loss or damage of any property of Client or its agents, employees, guests or contractors (including vendors) by theft or otherwise, or (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical disturbance, water, rain, snow or leaks from any part of the Facility or from the pipes, appliances, plumbing work or from the roof or from any other place or by any cause whatsoever (whether similar or dissimilar to those specified above).
- B. Client shall, to the fullest extent permitted by applicable law, indemnify and defend DCH and its trustees, officers, employees and agents and save them harmless from and against any and all claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees) in connection with the loss of life, personal injury and/or damage to property occurring in or about, or arising out of, Client's or its agents', employees', guests' or contractors' (including vendors') use of the Facility and adjacent or associated walkways and parking areas occasioned wholly or in part by any act or omission of Client or its agents, employee, guests or contractors (including vendors), to the extent not caused by the gross negligence of DCH. In the case of DCH and/or any of its trustees, officers, employees or agents being made a party to any litigation of invitees, then Client

shall defend DCH and its trustees, officers, employees and agents and shall pay all damages, costs, expenses and reasonable attorneys' fees incurred or paid by DCH and/or any of its trustees, officers, employees and agents in connection with such litigation.

- C. Client and its agents, employees, guests and contractors (including vendors) will conform to all federal, state, county and city laws while on or about the Facility.
- D. Client shall pay all reasonable attorneys' fees, collection costs and other expenses that DCH may incur, whether or not a suit has been filed or judgment has been obtained, as a result or consequence of the failure of Client to perform any of its obligations under this Agreement, including, without limitation, its obligation to pay the fees stated herein.
- E. This Agreement is to be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws.

I have read and agree to comply with the Client Agreement and Guidelines for Special Events at the Delaware Center for Horticulture.

By: _____
Client (signature) _____
Date

Name: _____
(please print)

Address: _____

Telephone: _____ e-mail _____

Delaware Center for Horticulture

By: _____
Date

Name: Marcia Stephenson

Title: Facility Rental Coordinator

SCHEDULE A

Name of Client(s) _____

Name of Organization/Company _____

Address of Client(s) _____

City _____ State _____ Zip _____

Telephone Number _____

E Mail Address _____

Date of Event _____

Hours of Event _____

Type of Event _____ Guest # _____

Caterer _____ Phone _____

Entertainment _____ Phone _____

Florist _____ Phone _____

Rental Company _____ Phone _____

Costs		Date Due	Date Paid
(a) Base Rental Fee	\$ _____		
(b) Less 10% membership discount	\$ _____		
(c) Additional guest fee	\$ _____		
(d) Additional hours fee	\$ _____		
(e) Security Deposit	\$ <u>500.00</u>		
(f) Rehearsal Fee	\$ _____		
(g) Park Permit fee	\$ <u>75.00</u>		
(h) Less Reservation Deposit	\$ _____		_____
(i) TOTAL FEE DUE	\$ _____	_____	_____

Check# _____ Credit Card # _____ Exp Date _____

Name as it appears on Credit Card _____

Other Information _____