

SAWTOOTH BOTANICAL GARDEN, INC.

RENTAL CONTRACT AND FACILITY USE AGREEMENT # _____

Date of event: _____ Time of event: _____ (including set-up through clean-up)

Individual/Organization: _____ We are a: Private Party Non Profit

Contact Person: _____ Nonprofit EIN, if applicable: _____

Phone number: _____ Email: _____

Address: _____
City State Zip Code

Event Description: (Please be specific as to the nature and purpose of the event):

Number in Party: _____ Will food be served? No Yes: Catered / Potluck (circle one)

Are you willing to follow and enforce all of Blaine County Covid-19 protocols? No Yes

Will you be using vendors/rental services? No Yes

If yes, please list vendors your event will be using:

Will alcohol be served? No Yes If yes, proof of Liquor Liability Insurance must be provided. Liquor must be served by a professional bar tender.

RENTAL CATEGORY <small>(use rental fee schedule and worksheet at end of this document)</small>	FEE
Restricted Public Access	
Full Facility : 5 hour rental	
Full Facility :5+ hour rental	
Full Building: 5 hour rental	
Full Building: 5+ hour rental	
Pavilion or other small Garden area: 2 hour rental rate	
Additional Fees:	
Member, Sponsor or Non-Profit Discount:	
Deposit (50% Total Fee)	
TOTAL RENTAL FEE	

Sawtooth Botanical Garden Facility Use Agreement

RENTAL CONTRACT AND AGREEMENT # _____

This site use agreement is entered into upon between the Sawtooth Botanical Garden, Inc. hereafter known as "SBG" a private, non-profit corporation, and the contact individual named in the RENTAL CONTRACT AND AGREEMENT hereafter known as "User" entitles User to non-exclusive rental of SBG areas for purposes outlined in this rental contract. SBG was established and is operated, managed and maintained as a cultural and educational venue. Public access will not be limited or restricted during your event unless you have permission for a private, exclusive event (this is extremely rare).

User initial of Understanding: _____ (Authorized staff may allow limited exceptions under "Waiver or Modifications" below)

- 1) **PERIOD OF USE:** User shall be permitted to use the agreed upon areas for a period outlined in the RENTAL CONTRACT AND AGREEMENT. Please note that all activities (set-up, decorating, music, photography, guest arrival and departure, and teardown/clean-up) must take place within the contracted times. Drop off and pick up of rental equipment or beverages, may be done outside the rental hours *provided special arrangements are made* with the Gardens & Facilities Manager at least *two weeks in advance*. Availability is based on potential scheduling conflicts with other SBG or private events or educational classes.

User initial of Understanding: _____

- 2) **AMENITIES AVAILABLE:** Beyond the facility, grounds, restroom, etc. SBG does not rent out any equipment. Equipment (chairs, tables, etc.) must be rented from a local purveyor. Please inquire with the Gardens & Facilities Manager.

User initial of Understanding: _____

- 3) **PROVISIONS:** We recommend planning early! Facility rentals will be scheduled on a first come, first served basis and may be reserved more than a year in advance. *Amplified sound is limited at SBG and is allowed only with permission.* Please be aware that Garden scenery changes during the year and what you see during your initial visit may not be what is viewed on the day of your event. Electrical outlets are provided at the Visitor Center, Pavilion, and the Garden of Infinite Compassion. Facility rental begins when set-up starts and rental concludes when all guests have departed and clean-up is complete. Violations of terms and conditions for facility use may result in the immediate termination of the event if such violation is determined to be of a serious nature that presents an unsafe environment or threat to persons and property or the event is found to be in violation of the SBG amplified sound policy. In the case of such termination, there will be no refund of any fees received. In the event that any part of the rented facility or grounds are damaged by the User or event attendees, the User will be fully responsible for reimbursing SBG for all costs associated with returning the facility or grounds to its original condition inclusive of any expenses incurred in recovering said sums, including reasonable attorney's fees. SBG is not responsible for lost, stolen or damaged personal property.

User initial of Understanding: _____

- 4) **FEES AND PAYMENT:** One-half (50%) of the Use Fee is due and payable with this signed contract. This fee becomes non-refundable 60 days prior to the event. The balance of the fee and the user's certificate of liability are due 15 days prior to the event (no exceptions!) along with a credit card number on file to cover any damage, or hours of use beyond the use agreement. If extra time is required for set up or tear down beyond the contract plan, there will be a \$500 charge per day.

User Initial of Understanding: _____

5) **ADDITIONAL HOURS:** If you have rented the buildings or all the facilities for a partial day and find you will need additional hours on the day of the event, you may add time to your event only if written approval is granted by the Gardens & Facilities Manager at least 7 (seven) days prior to your event date. ***Event must conclude by 10 PM including guest departure and clean-up. There are no exceptions to the conclusion time due to SBG's existence in a residential zone within Blaine County.***

User initial of Understanding: _____

6) **DAMAGE DEPOSIT:** User shall leave a credit card number on file with SBG's office to be charged in the case of use that extends beyond the hours of payment, clean-up that must be done by staff, or damages caused by the User. All recyclables are the responsibility of the renter. Garbage and trash shall be collected in the outside kitchen enclosure in lined trash bins or taken to the dumpster. If your event leaves enough trash that it fills more than half of our dumpster, a \$100 fee will be added.

User Initial of Understanding: _____

7) **USER REPRESENTATIVE/ALTERNATE CONTACT PERSON:** User shall designate a point person authorized to act on behalf of User and to serve as the contact with SBG. User's representative shall meet at least one month prior to the event, and shall be present at all times during the set-up, the event, and tear-down. The contact person for your user group is: (Name) _____ (phone) _____ (email) _____

8) **REHEARSALS:** Rehearsals for any event shall be included in the full rental agreement and are charged accordingly.

User initial of Understanding: _____

9) **USER RESPONSIBILITIES:** User shall be solely responsible for arranging any and all necessary and/or appropriate services and supplies for the event. SBG does not require the use of any specific caterers or other suppliers; however, all vendors shall be listed on page one of this agreement. SBG reserves the right to deny any vendors. User shall be responsible for both managing and submitting a document that details all deliveries, set up plans, and take down plans and removal of all equipment needs for the event with the SBG Gardens & Facilities Manager 14 days prior to the event. Clear Creek Disposal can provide portable restrooms. The User is responsible for meeting Idaho Department of Public Health and Welfare sanitation requirements as follows:

45-100 people – 1 portable restroom

100-150 people – 2 portable restrooms

150-200 people – 3 portable restrooms

User initial of Understanding: _____

10) **GENERAL RESTRICTIONS ON USE:** There is limited outdoor lighting on the grounds so lighting must be arranged by the User and approved by the Gardens & Facilities Manager. No fireworks of any kind or open flames are allowed. Smoking is not permitted in any buildings or on the grounds. SBG facilities may not be used for commercial promotions or functions that may conflict with the interests or mission of SBG. The Ketchum Rural Fire occupancy code (and pandemic protocols as stated by Blaine County) applies to our Visitors Center and Greenhouse:

- The Visitors Center can accommodate: 154 people standing, 110 people theater style, 50 people seated at tables
- The Greenhouse can accommodate: 140 people standing, 105 people theater style, 50 people seated at tables

- No events at the Sawtooth Botanical Garden may exceed 200 people.

SBG's **parking lot** holds 117 vehicles. If user anticipates additional parking needs, the User is responsible for making overflow parking arrangements or shuttle service. Parking outside of the SBG facility is only allowed on the north side of Gimlet Road and only with permission of the Gimlet Master Association 30 days prior to the event (inquire with Gardens & Facilities Manager).

The use of amplified sound is strictly limited at SBG; any use of amplified sound must be approved by The Gardens & Facilities manager and indicated under "Waivers or Modifications" below. The use of amplified sound by the User requires notification of neighbors, Blaine County Land Use & Building Services, and the Blaine County Sheriff's Office 30 days prior to the event. There are no exceptions.

User initial of Understanding _____

- 11) **INSURANCE COVERAGES REQUIRED:** The User is required to have liability coverage specific to the permitted event. If required, each insured shall be considered primary with regards to any insurance maintained by the Sawtooth Botanical Garden, and shall name the **Sawtooth Botanical Garden, Inc. and Enlyst Fund** as additional insured and provide coverage for bodily injury (including loss of life) and property damage. A Certificate of Insurance must be submitted to the Sawtooth Botanical Garden, Inc. no later than 15 days prior to the event and said certificate must contain a 10 day notice of cancellation provision. Individuals or groups should contact their homeowners, renters or business insurance for appropriate coverage. If any alcohol is to be served, SBG requires a one day only insurance policy which insures both SBG and the User should a User's guest be injured or cause damage to the garden. A copy of this insurance policy must be submitted to SBG with the final rental payment 15 days prior to the event.

User initial of understanding: _____

- 12) SBG's Gardens & Facilities Manager will be available to assist Users with *information* for set up and tear down as well as for pre-event planning purposes *by appointment*.

Additional requirements, information, and considerations:

- All Federal, State, and Local laws must be obeyed.
- In the case of Acts of God (e.g. catastrophic weather, forest fire, earthquake, etc.) User payments may be refunded or rolled into the next calendar year for rescheduling of an event at the sole discretion of SBG.
- These regulations and any agreement between the User and the SBG may not be waived or modified unless such waiver or modification is in writing and duly executed by an authorized SBG employee.
- **The use of amplified sound is strictly limited at SBG**; any use of amplified sound shall be detailed and approved by authorized staff and indicated under "Waivers or Modifications" below.

Sawtooth Botanical Garden Facility Use Agreement

RENTAL CONTRACT AND AGREEMENT # _____

AGREEMENT

I/We the undersigned "user" hereby agrees to be responsible for compliance of all rules and regulations governing the use of the buildings and/or grounds of the Sawtooth Botanical Garden, Inc. as stated in this Rental Contract, and for any and all damage to the buildings, grounds, or equipment, and hereby agrees to leave the rented area in good order and repair.

The Sawtooth Botanical Garden, Inc. assumes no responsibility for failure of the plumbing, lighting, and heating systems to operate properly, and the undersigned hereby releases SBG from all damages or claims of every kind which may result from such failure. The undersigned agrees to indemnify and hold harmless the Sawtooth Botanical Garden, Inc. and Enlyst Fund for any injury or damage to persons or property occurring during, or arising out of, occupancy and use of said building/grounds by the undersigned and his/her guests.

Signed: _____ Date: _____

Authorized SBG Representative: _____ Date: _____

For Sawtooth Botanical Garden, Inc. Use Only:

Fee Received: \$ _____ date received: _____; by _____ (staff initial)

Proof of Insurance received and attached? Yes N/A by _____ (staff initial)

Waivers or Modifications listed below by _____ (staff initial)

Fee Schedule Worksheet

Effective January 2021

Area/Purpose*	Peak Season: Mon – Thursday	Peak Season: Fri – Sunday	Off Season: Mon – Thursday	Off Season: Fri – Sunday	APPLICABLE FEE
Restricted Public Access per day (see item 7 below)	\$5,000	\$7,500	\$2,000	\$3,000	
Full Facility: 5 + hours (see item 4 below)	\$3,000	\$4,000	\$1,000	\$1,500	
Full Facility: up to 5 hours	\$2,000	\$3,000	\$625	\$1,250	
Full Building: 5+ hours (see item 3 below)	\$750	\$1,000	\$500	\$750	
Full Building: up to 5 hours	\$600	\$800	\$400	\$600	
Pavilion or other small area in Garden*** -2 hour rate-	\$200	\$300	\$100	\$150	

TOTAL FEE	
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*Conditions, special circumstances, and definitions:

1. **“Peak Season”** is May 1 through October 31
2. **“Off Season”** is November 1 through April 30
3. **“Full building”** = Visitor Center, Kitchen, Greenhouse, or any portion thereof
4. **“Full facility”** = Full building and grounds (more than limited to pavilion and/or GIC)
5. Events occurring on **official Federal holidays** add \$1,000 to total fee (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)
6. This agreement and facility reservation does not limit access to the public unless restricted use is approved by the SBG Executive Director.
7. **Restricted public use or access** to SBG’s grounds and facilities during regular operating hours is only allowed for **rare and special circumstances and permission for restricted access is granted only by the SBG Executive Director**. Additional fees apply.
8. Users/signatories listed at the top of this application who are **current members** of the Sawtooth Botanical Garden receive a 5% discount. Current Annual Business Sponsors receive a 10% discount.
9. Non Profit organizations receive a 20% discount of rental fee.
10. Group size over 100, additional 10% charge of rental fee.
11. Group size over 150, additional 20% charge of rental fee.
12. Additional staff on site for the event outside of business hours, additional 10% of rental fee.

** Proof of Insurance required

*** Ellen Long Memorial Pavilion, Garden of Infinite Compassion- does not include use of visitor center facilities. Porta potty required.