



REQUIREMENTS FOR RENTING--RENTAL CONTRACT

The above-mentioned group ("you" or "your") agrees to rent space at Central Gardens of North Iowa, under the following terms and conditions. Please read this Rental Contract and its attachments very carefully. By signing this Rental Contract, you agree to follow these terms and conditions.

I. USES

Central Gardens of North Iowa was built and funded to promote excellence, beauty, education, horticultural knowledge, and building the garden. 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.

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.

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-no charge, Groups II & III see rental fees on page 5.

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

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

Group III – Private organizations such as commercial businesses or individuals holding an event, including weddings, receptions and outings.

III. LIMITED ACTIVITIES

A. Groups I, II, and III uses are prohibited if:

1. The activity or function involves directly or indirectly promoting or soliciting the sale or purchase of any product, object or service.
2. The term commercial does not include incidental sales at a meeting or gathering otherwise authorized by Central Gardens.

B. Approved food vendors 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 Monday through Thursday. You are responsible for your own setup and take-down, rental of tents, tables, chairs, equipment, caterers, food and beverages, removal of trash, lighting and music that may be needed to support your event.

Event rental package, Friday through Sunday and May through September, set up and take down by Ace Hardware. A Central Gardens’ volunteer will be in attendance to lock/unlock the NEP and open the East gates for easy access. The NEP log will need to be signed at the time of rental by a person who represents the renting group, club, or organization.



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.

The lawn size is 112 ft. X 160 ft..

- 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 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) 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 –ideal for weddings, receptions, educational events, health classes, memorial services, and 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. Air conditioning, a kitchenette, and numerous outlets, make this both a functional and remarkable place to celebrate, learn, share, and make memories.

The upper level of the NEP is the gathering area; handicapped accessible with a large bathroom specifically designed with the bride in mind. Rent this space for lectures, business/club meetings, luncheons, receptions, and parties.

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.

V. SCHEDULING POLICY

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. As a rental facility, the Gardens' outdoor spaces are available for rental Sunday through Saturday. All rental reservations are made by calling the Executive Director Jody Hamilton at 641-357-0700 (office) or 402-213-4225 (cell). Events may be booked up to 18 months in advance.

- Group I is given priority scheduling Monday through Thursday where possible with no charge.
- Group II & III may reserve the facility from mid May to mid Oct. (or until first snow).

VI. FEES, DEPOSITS AND FORFEITURES

A. You agree to pay the following amounts:

1. **Deposit.** A damage deposit, as required by the rental fee/deposit schedule, is due at time of reservation. You are required to leave the facility clean, orderly, and in the same condition it was in upon your arrival. If the facility is damaged or left in unsatisfactory condition, your deposit will be retained. Any custodial or damage charges will be deducted from the deposit before it is returned to you. 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 due to you 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 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.
3. **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 equipment and facility areas in addition to enforcement of all rules. The person signing the rental agreement and the group shall hold Central Gardens from any and all claims arising by virtue of the activities of the group at the Nature Education Pavilion. 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.** You must make your own arrangements for food. Please contact Central Gardens for a list of licensed area caterers. Pot-Luck is permissible in designated areas. Groups having food or potluck must assure that the premises are in the same good condition as when the group took responsibility for the premises. No grilling is allowed without approval of Central Gardens.

B. **Alcohol Policy.** Beer & wine is allowed, but no kegs or hard liquor unless you have a caterer with an

off premise liquor license. Alcohol may not be sold. Alcohol may only be consumed in Central Gardens in rented areas.

- C. **Caterer Policy.** Caterer must have an Iowa State License and liability insurance on file at Central Gardens and must be on an approved list.

VIII. CANCELLATIONS, RULES & GARDEN ETIQUETTE, AND WAIVERS

- A. **Cancellation.** If it becomes necessary for you to cancel a scheduled event that is subject to this Rental Contract, ½ of your rental fee will be forfeited. If your cancellation occurs within ninety (90) days of the scheduled event, you forfeit all rental fees paid. If you wish to reschedule your event (depending on Garden availability), Central Gardens *may* be able to accommodate your event within six (6) months.
- B. **Rules and Regulations of Use.** You and your 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 YOU MAY HAVE IF YOU OR GUESTS AT YOUR EVENT ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE USING CENTRAL GARDENS. In consideration for permission to use the Central Gardens' facilities, you agree to:
1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE 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 your use of Central Gardens.
- D. 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:

1. Fund-raising, other than for Central Gardens.
Additionally, the following activities are restricted and require approval from Central Gardens:
 - a) Events of a political or religious nature with board approval.
 - b) A product promotion or any type of event which benefits an outside organization.
2. No co-sponsored events may be held which:
 - a) Charge admission fees, except conference registration fees for conferences co-sponsored by the Gardens which are subject to special conditions.
 - b) Hold raffles and/or display or promote commercial product during an event or sell articles

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. floral displays, table decorations, etc.
2. All Garden areas rented must be cleaned up by the end of your rental time.
3. You are responsible for renting tables and chairs for the outdoor areas. Tents, tables and chairs are to be assembled and removed promptly during the rental time period—no exceptions. Please allow and plan your time accordingly. If using the Event package Friday thru Sunday Ace Hardware will set up and take down.
4. All rented equipment or equipment brought in must be removed immediately following the event (including sound systems). Sound systems must be approved in advance and all city ordinances must be observed.
5. If you rent the facilities and wish to offer food/beverages please refer to VII on page 4.
6. Groups having caterers or providing their own food or Potluck will be responsible for cleaning all areas utilized, removal of table cloths and personal equipment, and assuring that the premises are in the same good 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. Place all trash in heavy duty garbage bags supplied by Central Gardens and deposit them in the dumpster near the southeast gate.
 - c. All bottles, cans and cardboard (including flower boxes) must be removed by you from the premises.
7. 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 4.
8. Table linens are not available through Central Gardens but may be obtained through area rental businesses or caterers.
9. It is assumed that all utilities function properly at all times. If there is damage after your event, the repairs are your responsibility.
10. 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 the walls, fence, 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 or for throwing. Balloons may only be used as table decorations and are not to be released.
11. Smoking, cigarettes or E smoking is not allowed anywhere within the Gardens. Damage Deposit will be forfeited if smoking rule is not enforced.
12. Candles are allowed only if the flames are enclosed in a glass bowl, hurricane lamp or the like unless other alternatives have been approved. Unity candles are permitted during your ceremony. If these guidelines are not met, your deposit will be forfeited.

13. Children and attendees must stay on the brick paths and out of the water features.
14. When renting the Pavilion a board member or volunteer will unlock and lock the Pavilion and provide a cell phone number where they can be reached in case of an emergency.
15. All events held in the Garden 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.
16. No foot traffic is permitted in planting areas.
17. No vehicle traffic is allowed on pathways, bridges, courtyard areas or any areas within the Garden, except by special permission.
18. All evening events must conclude by sundown.
19. The storage of any equipment or other accessory items belonging to you is not permitted. Central Gardens is not responsible for any equipment or other items left at Central Gardens at any time.
20. Parking: Street parking for approximately 72 cars is available surrounding the site with additional parking available on adjacent streets.
21. Central Gardens cannot guarantee the condition of outdoor planting areas. Many circumstances are beyond our control including weather-related, diseases or other incidents that may occur. Central Gardens makes every effort to maintain a high quality garden experience.
22. You should be aware that the Garden is often undergoing maintenance and construction. Construction equipment may be visible to your guests. Please avoid areas under construction.
23. You should be aware that the Garden is open to the public at all times. Complete privacy within the Gardens for private events cannot be guaranteed.
24. Your guests are welcome to walk and enjoy the outdoor gardens during your event.
25. Photos may be taken in the garden during your rental times. There is NO charge to photographers.
26. No Pets are allowed in Central Gardens. Seeing eye dogs on leashes are allowed on the grounds.
27. 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.
28. The South entrance plaza cannot be rented at anytime or used by wedding parties, except for photographs. The South plaza is always open for visitors.
29. In case of emergency call Clear Lake Police Department at (641) 357-2186 or 911.