

WILLIAMSBURG BOTANICAL GARDEN

Wedding Rental Contract

Bride's Name: _____

Groom's Name: _____ (Bride and Groom collectively, "Lessee")

Name of Contact for Wedding Details:

Contact Number: _____

Email address: _____

Date of Rehearsal: _____ Time: From _____ To _____

Event Date: _____ Time: From _____ To _____

Estimated Attendance: _____

This agreement ("Agreement") is made and entered into on _____, by and between the Lessee and the Williamsburg Botanical Garden ("WBG").

Fee. Lessee will pay WBG the sum of Three Hundred Dollars (\$300.00) as rental for the use of the Garden (the "Garden Fee"). A non-refundable deposit of 50% of the Garden Fee is to be paid at the time this Agreement is executed. The balance of the rental is to be paid in full 30 days prior to the Event Date.

Included in Garden Fee. The Garden Fee includes use of the garden and green-roof pavilions on the Event Date within the hours the Garden is open (7:00 am to dusk). Rehearsal time is included in the fee. The Garden is wheelchair accessible. Lessee acknowledges that the Williamsburg Botanical Garden is a public garden within Freedom Park, a James City County public park. As such it is open to the public during regular Garden hours, even though some areas may be rented.

Photography. Portrait photography is permitted during the rental period.

Services Not Provided. WBG does not supply tents or furniture for use. Rented tents and furniture may be set up in the Garden, but it is Lessee's responsibility to contract for those services separate from this Agreement. Delivery vehicles must coordinate with the Garden Manager to arrange for delivery other than on the morning of the event.

Decorations. Decorations may be set up as long as neither plant material nor facilities are harmed in its placement or removal. Any décor brought in by the Lessee must be removed immediately following the end of the event. Any

damages caused to the Garden, green-roof pavilions, or plants within the Garden are the responsibility of the Lessee.

Electricity. The Garden does not have electricity. The Lessee must supply all AC power requirements.

Restroom. Restroom facilities are available at the Park's Interpretive Center.

Music. Music is permitted. Lessee must provide a generator if power for amplifiers will be needed. Sound levels should be moderate so as not to disturb others using the Garden.

Parking. Parking is limited to designated parking areas. No parking is allowed on the perimeter road and no vehicles are to be driven on the grounds except for deliveries.

Damages and Clean Up. All areas must be cleaned after an event. Trash must be bagged and placed in dumpster. Lessee is responsible for supplying all trash bags and any other cleaning materials. Lessee is responsible for all damages to the rented venue facilitated by the behavior of its guests and event attendees. Payment for damages is due upon receipt of invoice detailing costs of repairs. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of 18% or the highest amount allowed by law. Lessee shall be responsible for all collection fees, attorney fees, or other costs in connection with WBG's attempt to collect all amounts due hereunder.

CANCELLATION POLICY. Cancellation refunds are as follows: 100% of Garden Fee less Non-Refundable Deposit prior to 90 days of the event; 65% from 60 to 90 days of the event; 35% from 30 to 60 days of the event; 0% for less than 30 days of the event.

General Policies. Lessee agrees to adhere to the following general policies:

- Children must be supervised at all times.
- Setup for events may begin on the day of event starting at 7:00 a.m., and events must end by 6:00 p.m. to allow adequate time for clean up. Everyone must exit the Garden by dusk.
- Ceremonies and receptions may begin as early as 8 a.m. throughout the wedding season.
- Lessee is responsible for notifying its vendors (i.e. decorators and event rentals) of the reserved time at WBG and when all persons are to be out of the Garden. Lessee is responsible for notifying vendors of restrictions cited in this contract and ensuring compliance.
- No fires are allowed but candles may be used with prior approval.
- Bubbles or flower petals may be thrown at weddings. Rice, birdseed, or silk

flowers are not permitted in the Garden or accompanying premises.

- There is no smoking in the Garden by either guests or vendors.

Waiver of Claims/Hold Harmless: Lessee shall indemnify and hold harmless the Williamsburg Botanical Garden, its officers, Board of Directors, and its agents from any and all liability or claim arising out of the Lessee's use of the Williamsburg Botanical Garden. Lessee hereby indemnifies waives all claims against the Williamsburg Botanical Garden, its officers, Board of Directors, and its agents for any injury or damage to any person or property in or about the premises by or from any cause whatsoever other than resulting from the willful misconduct or gross negligence of the Williamsburg Botanical Garden or its employees. Lessee understands that it is solely responsible for the safety and security of its guests and for any injuries or property damage which it or its guests may cause or suffer.

This Agreement shall be binding upon Lessee. By signing this Agreement, the Lessee acknowledges that it has read, understands, and agrees with all portions of the Agreement and policies.

LESSEE HAS READ, AGREES TO, AND WILL COMPLY WITH ALL POLICIES.

LESSEE

WILLIAMSBURG BOTANICAL GARDEN

Bride: _____ By: _____

Print Name: _____ Name: _____

Groom: _____ Title: _____

Print Name: _____ Date: _____

Date: _____

Please sign and mail to: Williamsburg Botanical Garden
P. O. Box 1577
Williamsburg, VA 23187

Please include your check for the amount due.

Thank you.