

# HEATHCOTE BOTANICAL GARDENS, INC.

## Facility Rental Lease Terms and Conditions

210 Savannah Road, Fort Pierce Florida 34982

Ph: 772-464-4672 Fax: 772-464-2676

Email: info@heathcotebotanicalgardens.org

### PRICE LIST

Basic Rental Rate		
<u>Number of Persons</u>	<u>Rate</u>	
Up to 15	\$325.00 + sales tax	
16 to 25	\$425.00 + sales tax	
	<u>Event or Wedding Only (not including a Wedding Reception)</u>	<u>Wedding and Reception</u>
26 to 50	\$500.00 + sales tax	\$875.00 + sales tax
51 to 100	\$625.00 + sales tax	\$1125.00 + sales tax
101 to 150	\$875.00 + sales tax	\$1525.00 + sales tax
151 – 200	\$1125.00 + sales tax	\$1875.00 + sales tax

Maximum Time Allotments	
Events or Weddings (not including a Wedding Reception)	Four (4) Hours
Wedding and Reception	Six (6) Hours

**NOTE:** The Maximum Time Allotments set forth above include: (a) set-up; (b) the event, wedding or wedding and reception; and (c) clean-up. Setup and clean-up are required to be performed by or on behalf of the Lessee.

**NOTE:** Tents over 900 sq. ft. will require a permit and fire extinguishers and are the responsibility of the lessee.

## Additional Charges Applicable to all Events, Weddings and Wedding Receptions

Saturday, Sunday, National, Religious Holidays, events occurring after 5:00 P.M. on weekdays or when the Gardens are normally closed:	Add \$100.00 + tax for 4 hours \$150.00 + tax for 6 hours
Charge Per One-Half (1/2) Hour beyond Maximum Time Allotment	Add \$65.00 + tax for each one-half (1/2) hour
Table and Chair Rentals available 48" round, 6' rectangular tables/black chairs (available for groups of 50 or less)	\$6.25 + sales tax/table \$2.50 + sales tax/chair (each) Add \$100.00 + sales tax for setup & breakdown

## Deposits

Non-Refundable Reservation Deposit (will be applied to total rental fee)	\$100.00 + sales tax
Refundable Damage Deposit	\$200.00

**NOTE:** The Non-Refundable Reservation Deposit and the Refundable Damage Deposit are required to be paid to Heathcote at the time a reservation is made. Reservation deposit will be applied toward the total.



**HEATHCOTE**  
*Botanical Gardens*

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<input type="checkbox"/>	Paid in Full
<input type="checkbox"/>	Insurance

## Facility Rental Lease and Reservation Form

Please complete this form and return this form to the Heathcote office with: (a) the Non-Refundable Reservation Deposit; and (b) the Refundable Damage Deposit, both described below.

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ Heathcote Member:  Yes  No

Event Type: \_\_\_\_\_ Estimated Number of Guests: \_\_\_\_\_

Set-Up Date: \_\_\_\_\_ Weddings Only Rehearsal Date: \_\_\_\_\_

Set-Up Time: \_\_\_\_\_ Weddings Only Rehearsal Time: \_\_\_\_\_

(All Wedding Rehearsals must be completed before the Gardens close at 5:00 P.M.)

### Area of the Gardens to be Reserved (Check as Appropriate):

Bonsai Garden:  Main Lawn:  Patio:  Pioneer Field:  New Field:

Japanese Garden:  Other (Specify): \_\_\_\_\_

### LESSEE INFORMATION:

Name(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-Mail Addresses: \_\_\_\_\_

### VENDOR/CONTRACTOR INFORMATION:

#### EQUIPMENT RENTAL AGENT:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

#### CATERER:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

#### ALCOHOLIC BEVERAGE LICENSEE:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

### ITEMS INTENDED TO BE UTILIZED (Check as Appropriate):

Tables & Chairs:  Tent:  Tent Size: \_\_\_\_\_ Dance Floor

Electric:  Sound System:  DJ or Band:  Alcohol Without Charge:  Alcohol Sale:

Other (Specify): \_\_\_\_\_

CALCULATION OF TOTAL FEES AND DEPOSITS:

Estimated Number of Attendees _____		
Base Event Fee (based on # attending):	\$ _____	
Fee for Event During Non-Working Hours:	\$ _____	
Equipment Rental Fee:	\$ _____	
Fee for Time Exceeding Allotted Time:	\$ _____	
Non-Refundable deposit:	\$ 107	Date Paid: _____
Refundable Damage deposit:	\$ 200	Date Paid: _____
Total Amount Due:	\$ _____	
Less Down Payment (min. due: deposits - \$307)	\$ _____	Date Paid: _____
Final Payment Due (no later than 2 weeks prior to event)	\$ _____	Date Paid: _____

After inspection of the Gardens, if no damage is noted, the Refundable Damage Deposit will be returned to Lessee within ten (10) business days after the event.

I HEREBY ACKNOWLEDGE THAT I HAVE: (A) FULLY COMPLETED THIS FACILITY RENTAL LEASE AND RESERVATION FORM; AND (B) READ, UNDERSTAND AND ACCEPT THE FACILITY RENTAL LEASE TERMS AND CONDITIONS ATTACHED HERETO.

LESSEE:

\_\_\_\_\_  
*Signature of Lessee #1:* DATE: \_\_\_\_\_

\_\_\_\_\_  
*Printed Name of Lessee #1*

\_\_\_\_\_  
*Signature of Lessee #2:* DATE: \_\_\_\_\_

\_\_\_\_\_  
*Printed Name of Lessee #2*

ACCEPTED BY LESSOR, HEATHCOTE BOTANICAL  
GARDENS, INC., a Florida corporation not for profit

By: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

# Facility Rental Leases Terms and Conditions

## 1. Reservations.

- a. Reservations must be made **at least three (3) weeks in advance**. Each Lessee is encouraged to visit Heathcote Botanical Gardens (the "**Gardens**") before making a reservation.
- b. Reservations and arrangements must be made by appointment with the Executive Director of Heathcote Botanical Gardens, Inc. ("**Heathcote**") or her or his designee (hereinafter "**Director**").

## 3. Use Limitations and Prohibitions.

- a. **No indoor space is available** at the Gardens for receptions, dressing, gifts or equipment storage.
- b. Tables, chairs and tents not provided by Heathcote are not included in the Facility Rental charges. Upon request, a list of rental companies may be provided by Heathcote.
- c. **Dance floors and tents are not permitted on the main lawn.**
- d. Paper and plastic drinking containers are recommended. If a Lessee chooses to use glass containers, Lessee is responsible for glass breakage and clean-up.
- d. No deliveries shall be made through the Visitor's Entrance on Savannah Road.
- e. All deliveries, placement and removal of rental equipment are to be made using the north gate (also known as the back gate) entrance from Heathcote Road and shall be coordinated with the Director.
- f. The Gardens are **SMOKE-FREE**. Smoking is only permitted in designated areas of the Gardens on the north side of the Restrooms.
- g. For events, weddings or receptions scheduled during Heathcote's normal business hours **THE GARDENS WILL REMAIN OPEN TO THE PUBLIC**. Therefore, activities such as tours and classes may be taking place simultaneously with the event, wedding or wedding and reception.
- h. For Weddings, blowing bubbles or fresh flower petals are permitted. **CONFETTI, RICE AND BIRDSEED ARE STRICTLY PROHIBITED.**
- i. Children under the age of fourteen (14) years must be accompanied by an adult with adult supervision at all times when in, on or about the Gardens.

## 4. Rehearsals and Set Up.

- a. Heathcote suggests that rehearsals and set up occur on the Friday between 3:30 P.M. and 5:00 P.M immediately prior to the event, wedding or wedding and reception. If a rehearsal and set-up is scheduled for such day and time, Lessee will not be required to pay an additional charge for the time.

## 5. Available Facilities.

- a. Electrical outlets, trash containers and recycling bins are available throughout the Gardens.
- b. Restroom facilities are available.

## 6. Indemnification.

- a. Damages. For the purposes of this Rental Facilities Lease, "**Damages**" are defined as any loss, penalty, expense, cost, right, liability, demand, charge, claim, action, cause of action, suit, debt, sum of money, account, accounting, reckoning, bond, bill, covenant, contract, controversy, agreement, promise, judgment, execution, damage or liability (including attorneys' fees, paralegal charges and costs) of any kind, in law or in equity, now or hereafter known or unknown, latent or patent, matured or not yet matured, foreseeable or unforeseeable, accrued or not yet accrued, including without limitation, counsel fees and other costs and expenses reasonably incurred in investigating or in attempting to avoid same or impose the imposition thereof or enforcing this Rental Facilities Lease, and all debts, liabilities and obligations of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due, including damage to or loss of plant material).
- b. Indemnification. Lessee hereby indemnifies and holds Heathcote and Heathcote's Directors, officers and employees harmless from and against and with respect to any and all losses or Damages incurred by Lessee or Lessee's principals, guests, invitees, attendees or to the Gardens which arise out of or are in any way related to the Rental Facilities Lease or the use of the Gardens for the event, wedding or wedding and reception. Lessee shall reimburse Heathcote on demand for the cost of any performance or any payment made by Heathcote at any time after the execution of this Rental Facilities Lease based upon the judgment of any court of competent jurisdiction or pursuant to any bona fide

compromise or settlement of claims, demands or actions with respect to any Damages to which the foregoing indemnity relates.

- c. **Billing.** Lessee shall be responsible for will be billed for all Damages exceeding the amount of the Refundable Damage Deposit.
- d. **Return of Refundable Damage Deposit.** After inspection of the Gardens, if no damage is noted, the Refundable Damage Deposit will be returned to Lessee within ten (10) business days after the event, wedding or wedding and reception.

7. **Insurance Requirements.**

- a. Lessee is required to obtain general liability insurance coverage, at Lessee's sole cost and expense, naming **Heathcote Botanical Gardens, Inc.** as an additional insured, with the following minimum coverage: \$1,000,000 each occurrence, \$2,000,000 general aggregate, (collectively, "**Minimum Insurance Coverage**").
- b. If an event, wedding or wedding and reception is catered, the caterer must carry policies of insurance with no less than the required Minimum Insurance Coverage. In addition, the caterer shall be required to carry Workers' Compensation Insurance in minimum amounts required by applicable Florida law. **Failure to carry and provide evidence of adequate Workers' Compensation Insurance shall result in a denial of catering rights.**
- c. If alcoholic beverages are intended to be served, Lessee or Lessee's vendor must obtain a Liquor Liability policy of insurance in an amount not less than the Minimum Insurance Coverage naming **Heathcote Botanical Gardens, Inc.** as an additional insured. **Failure to carry and provide evidence of adequate Liquor Liability Insurance shall result in a denial of distribution or sale of alcoholic beverages.**
- d. A certificate of insurance, including a copy of the additional insured endorsement and with a primary and noncontributory endorsement [the renter of the facility's insurance pays first (primary) and will not require Heathcote's liability insurance to contribute to the claim payment (non-contributory)], evidencing the above referenced types of insurance from the Lessee, Lessee's caterer and Lessee's licensed vendor of alcohol shall be delivered to Heathcote **at least fourteen (14) days prior to the event, wedding or wedding and reception.**

8. **Sale of Alcoholic Beverages.**

If alcoholic beverages are intended to be sold, Lessee must comply with one (1) of the following requirements:

- a. Employ a licensed vendor of alcohol (a vendor holding a valid liquor license issued by the Division of Alcoholic Beverages and Tobacco ("**Division**")); or
- b. If applicable, obtain a non-profit temporary liquor permit pursuant to Florida Statutes Section 561.422 from the Division (only available to non-profit civic organizations, charitable organizations, municipalities and counties).

For more information regarding alcoholic liquor licenses, please contact the Division.

9. **Payment, Cancellation and Refund Policies.**

- a. If an event, wedding or wedding and reception is held, the Non-Refundable Reservation Deposit described above will be credited to the cost of reserving the Gardens for such event, wedding or wedding and reception.
- b. **Full payment for the event, wedding or wedding and reception is required to be made to Heathcote no less than two (2) weeks before the event, wedding or wedding and reception.** If payment is not timely made, Heathcote reserves the right to cancel the event, wedding or wedding and reception and retain the Non-Refundable Reservation Deposit.
- c. In the event of inclement weather and the cancellation by Lessee of an event, wedding or wedding and reception, at Heathcote's reasonable discretion, Heathcote may refund the balance of the event fee (less the Non-Refundable Reservation Deposit, which shall be retained by Heathcote) if the Director is notified by Lessee no less than two (2) hours in advance of the event, wedding or wedding and reception. Lessee is responsible for notifying all guests of cancellation or change in venue.

**Event Planning Form  
Initial Inquiry  
(Internal Use Only)**

Date of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

# of people attending: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Notes:

**Event Planning Form  
Commitment  
(Internal Use Only)**

Date of Event: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

# of people attending: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**Event Coordinator:**

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**INSURANCE**

**Check when received**

**Date Received**

Event Coordinator Insurance Certificate:

\_\_\_\_\_

Party Insurance Certificate:

\_\_\_\_\_

Photographer Insurance Certificate:

\_\_\_\_\_

**LOCATION OF EVENT:** (circle one)

Bonsai Garden

Main Lawn

Heathcote House Patio

Pioneer Field

New Field

Japanese Garden

Rain Forest

Pavilion

Other: \_\_\_\_\_

**FEES**

Total Amount Due: \_\_\_\_\_

Final Payment Due: \_\_\_\_\_

Deposit Amount Due: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Check

Credit Card (Las 4 digits of card) \_\_\_\_\_

Date Final Payment Paid: \_\_\_\_\_

Check

Credit Card (Las 4 digits of card) \_\_\_\_\_



**Date Deposit Returned:** \_\_\_\_\_

*Method of Refund: Check*

*Credit Card*

## HEATHCOTE RESPONSIBILITIES

### SET UP

Set up Date: \_\_\_\_\_

Set Up Time: \_\_\_\_\_

Person Responsible: \_\_\_\_\_

Items Heathcote is setting up:

Total # tables: \_\_\_\_\_

# round tables: \_\_\_\_\_

# rectangular tables: \_\_\_\_\_

# table cloths: \_\_\_\_\_

#chairs: \_\_\_\_\_

### ITEMS TO BE DELIVERED

Delivery Date: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Description of items:

### Notes: