

## Terms and Conditions

We are pleased to have you as a client of Lewis Ginter Botanical Garden (the "Garden"). Elegant architecture and delicious food in such a beautiful setting; there could be no better place in Richmond to hold a function.

Though we provide wonderful facilities for social and corporate events, we are first and foremost a botanical garden and beauty is a major focus. To maintain the beauty and integrity of the landscape as well as the experience of all visitors to the Garden, we have established policies and procedures for facility rental detailed below:

**Scheduling of Events.** The Garden reserves the right to determine on a case-by-case basis whether a particular event is appropriate for the Garden.

**Appearance of the Garden.** No guarantee can be made by the Garden regarding the type, color or quantity of plants in bloom in the Garden at any given time. Flowerbeds are usually replaced in late spring, late summer and autumn, with every effort made to keep the Garden beautiful at all times, weather permitting. The Garden shall have no liability to the client or any other person for the appearance of the Garden or the various exhibits on display at the Robins Visitors Center, Education and Library Complex or the Conservatory.

**Garden Admission.** For events booked during the Garden's normal operating hours of 9 am to 5 pm, Garden admission is complimentary for guests. Admission is also complimentary during special evening hours during Flowers After Five and A Million Blooms.

**Public Events.** Garden admission during the Garden's normal operating hours of 9 am – 5 pm is not included for facility rental events that do not have a defined guest list or events where the public is invited, if the guest count is expected to exceed capacity for the rented facility. Client must consult with a Facility Events Coordinator to determine if a private rental for a public event is appropriate for the Garden, and if Garden admission will be included. As with scheduling of events, the Garden reserves the right to determine this on a case-by-case basis.

**GardenFest of Lights Events.** Admission into GardenFest of Lights for guests attending private events is limited to the venue capacity. For attendees exceeding the capacity of the venue, additional tickets purchased at full price are required for admittance.

No rain checks are issued in the event of inclement weather, unless the Garden is closed to the public.

There is no reserved parking during GardenFest of Lights and all vehicles must park in one of the visitor parking lots. No parking is allowed on the service access road at Bloemendaal House. \_\_\_\_\_ initial

**Venue Restrictions.** Guests are restricted to the facilities and spaces rented during evening events (except during GardenFest of Lights and special spring and summer evening hours during A Million Blooms and Flowers After Five). Guests are not permitted to tour the gardens on their own during evening rental events as there may be multiple events occurring simultaneously and certain events may include tours of garden facilities and/or gardens. \_\_\_\_\_ initial

**Marketing Materials.** All marketing material used to publicize a facility rental event, including all media types as well as in-house flyers, posters, postcards and similar communication vehicles, as well as proper usage of the Garden's logo, must be reviewed by the facility rental department prior to distribution and/or publication. Marketing materials may not be released by the client until written approval is received. The client should allow at least two weeks after the material is submitted for this internal review.

**Food and Beverage.** All food and beverages provided and consumed on the premises are supplied by the Garden's exclusive food and beverage licensee, Meriwether Godsey. All alcoholic beverages must be kept within the rented area. The ABC laws of the Commonwealth of Virginia must be strictly adhered to.

**Security.** The Garden does not tolerate the presence of illegal substances, fireworks, fire arms or other weapons. We reserve the right to call proper legal authorities if anyone is found possessing illegal substances or weapons on Garden grounds. The premises are patrolled.

**Entertainment.** The Garden allows music to be played both indoors and outdoors. Due to Henrico County restrictions, music played outdoors cannot exceed reasonable levels in volume, cannot be placed under a tent and must end by 11 p.m. At Bloemendaal House dancing is restricted to a small indoor dance floor, the verandas and outdoor patios.

**Fire Prevention.** Smoking is NOT permitted indoors or in designated fresh air intake areas outdoors. Smoking is permitted outside on the decks and verandas where there are sand-filled flowerpots or other smoking receptacles. Lighted candles are allowed only on tables and must be enclosed in glass. NO OPEN FLAMES ARE ALLOWED.

**Parking.** All vehicles, including those of guests, vendors and wedding parties, must be parked in one of the visitors' parking lots. Assistance may be available for anyone with special needs. All vehicles must be removed from the parking lot at the end of the event or they will be locked in our parking lot overnight. The Garden is NOT responsible for any vehicles left overnight. If a vehicle is left overnight, it must be removed between 8a.m. and 11a.m. the following day or it will be towed at the owner's expense.

**Pets/Animals.** Pets and other animals are not permitted on the grounds during regular Garden hours of 9am - 5pm or during private events scheduled after regular Garden hours. \_\_\_\_\_ initial

**Dropoff/Pickup at Bloemendaal House**. Located ¼ mile from the parking lot, the Garden does not offer parking at Bloemendaal House. Bridal parties/vendors may use the service road to access the designated loading zone only for dropoff/pickup and are restricted to 5 vehicles at a time. The loading zone is reserved for unloading and loading only and vehicles will be permitted to access the service road as allotted spaces are vacated. All vehicles must be returned to designated parking lots prior to event start time.

Clients are responsible for making arrangements for any guests that need to be dropped off and/or picked up via the service road as outlined above. THE GARDEN DOES NOT PROVIDE GUEST TRANSPORTATION TO VENUES. \_\_\_\_\_ initial

**Vendors/Bridal Parties**. Vendors (florists, bakers, musicians, rental contractors, etc.) must adhere to these Terms and Conditions. **Vendor adherence to established guidelines is the client's responsibility. A Vendor List must be completed and returned to the Garden 60 days prior to an event. Vendors may enter the Garden and begin to set up or install items during the agreed setup period and not before.** The contracted Facility Rental Fee provides for a two hour set-up, an event of contracted length per published guidelines, and a one hour break-down. When not loading or unloading, all vendors must park in one of the visitors' parking lots. All floral displays must be placed on saucers or protective covers when on tables or other surfaces within the facility. Dressing rooms for musicians are not available. Any violation of the terms and conditions may result in a penalty charge, the amount of which will be determined by the Garden. \_\_\_\_\_ initial

**Bridal parties and wedding coordinators may not arrive earlier than their setup time which is two hours prior to the event.** Any vendor, bridal party member, wedding coordinator and/or other guest arriving early to begin setup before the designated setup time will be asked to return at the appropriate setup time or will be in violation of these terms and conditions. Any violation of the terms and conditions may result in a penalty charge, the amount of which will be determined by the Garden.

**Rental Items**. At Bloemendaal House, a client may rent a 30 x 60 foot tent from a vendor of their choice or from the Garden's recommended vendor list. A client desiring to rent a tent larger than 30 x 60 feet must notify the Garden for approval prior to contracting with a vendor to ensure that adequate setup and breakdown time is available. At client expense, tents erected at Bloemendaal House must be staked with rain barrels and should be affixed to the Garden's tent with a seamless gutter. All rental item deliveries and pickups must be coordinated through the facility rental office. The client is responsible for coordinating and securing appropriate lighting and sidewalls for the rented tent. Any additional expenses incurred due to vendor charges for weekend delivery or pickup and setup/breakdown fees of rented equipment are the client's responsibility. The Garden is not responsible for the setup or breakdown of rental items, and the Garden reserves the right to determine appropriate setup and breakdown times for rental items based on previously scheduled events. \_\_\_\_\_ initial

**Audio Visual Equipment**. Each facility has a specific list of audio visual equipment available for client use. The client must inform a Facility Events Coordinator of the specific equipment needed for an event prior to arrival to ensure the equipment is available and in working order. A Garden representative will be available to assist the client with audio visual equipment before the event begins; however, the Garden does not provide technicians to support audio visual equipment during events. It is the client's responsibility to know and operate their laptop computer. The Garden strongly recommends that new clients test their laptop computer with the audio visual equipment in the Education and Library Complex Auditorium no later than one day prior to the event to familiarize themselves with the Garden's equipment. The client must arrive no later than one hour prior to the scheduled event start time to test audio visual equipment in the Education and Library Complex Auditorium. If a client arrives later than one hour prior to the scheduled event start time and a test was not performed the day prior, the Garden cannot be held responsible for any issue connecting to the Garden's equipment. The Education and Library Complex Auditorium offers two laptop computer connections: one connection is located at the podium on stage and the second connection is in the center of the room. The client must decide which connection is desired prior to the day of the event to provide the Garden adequate time to prepare the venue. \_\_\_\_\_ initial

**Multi Consecutive Full Day Events**. Day 1 rental fee is calculated on base full day rental fee plus any applicable organizational discounts allowed. Day 2 receives the additional 10% discount calculated off of Day 1's rate, Day 3 receives the additional 10% discount calculated off of Day 2's rate, etc and only applies to those event dates that run consecutively at the time the event is held.

If the event schedule changes and the event no longer runs on consecutive dates, the discounted fee reverts back to the Day 1 base rate plus any applicable organizational discounts allowed and the client will be invoiced accordingly.

**Maintenance and Clean-up**. Furnishings may not be moved or removed by clients or vendors. The client and the client's guests or vendors are responsible for the removal of all personal property at the end of the event. Please check dressing rooms, restrooms, coatrooms and other areas, both indoors and outdoors, for personal belongings and decorations. Please be sure that all floral decorations are removed. The Garden is not responsible for items left behind and the client may be charged a clean-up fee if necessary. \_\_\_\_\_ initial

## Weddings

**Rehearsals**. Ceremony rehearsals are scheduled the day before the wedding event during the time listed in the Note section of the contract and are limited to one hour. Due to other scheduled events, rehearsal times are strictly enforced and bridal parties will need to vacate the area promptly at the end of the scheduled time. We recommend groups arrive on time to ensure ample time to rehearse. **In the event of inclement weather or other scheduled events, some** indoor and outdoor areas may not be available on the day of your rehearsal. While this is a rare occurrence, if needed, your group may be rerouted or directed to another area for your rehearsal.

**Wedding Party Dressing Areas**. Wedding parties are restricted to the designated restrooms/dressing areas located at their rented site. Use of other facility restrooms for this purpose may result in assessed fees for cleaning or inconvenience to other rental clients/visitors and fees may be withheld from the security deposit.

**Ceremonies.** Sound restrictions exist at all garden ceremony venues. Due to multiple events occurring simultaneously, only acoustical (non-amplified) instruments and instruments that are not intrusive to other events are permitted. Clients should consult with a Facility Events Coordinator, prior to booking ceremony musicians, as the client must inform the Facility Events Coordinator of the type of music being performed at the ceremony and it is at the sole discretion of the Garden as to what is acceptable. Musicians, officiants and bridal parties may not use microphones at garden ceremony venues. CD players, boom boxes and other portable audio equipment are prohibited at all garden ceremony venues. Any violation of this policy may result in the interruption of the wedding ceremony and a penalty charge, the amount of which will be determined by the Garden. **Evening ceremonies are scheduled to begin at 6:00 pm unless the client receives written approval from the facility rental office to begin at a later time. There is no guarantee that evening ceremonies concluding after 6:30 pm will not be interrupted by reception music at Bloemendaal House where reception music may begin at 6:30 pm.** \_\_\_\_\_ initial

**Ceremony Rain Plan.** All outdoor ceremonies must have a backup rain plan in case of inclement weather. A Facility Events Coordinator can provide rain plan options. Clients are given contact information and asked to notify the Operations Assistant by 2pm, on the day of the event, of any changes to the ceremony set up, in the event of inclement weather. **AFTER 5PM, CHANGES TO CEREMONY SET UPS WILL NOT BE OFFERED OR COORDINATED** by LGBG STAFF due to chair transport logistics issues and delays that impact ceremony and/or reception times for all Garden events scheduled that evening. In the event of severe weather, to assure guest safety, the Garden reserves the right to make the final decision on using the rain plan for your event. \_\_\_\_\_ initial

**Releases.** The release of butterflies, doves or balloons is strictly prohibited on Garden property at any time during the contracted rental time or associated setup and breakdown periods.

**Receptions.** Receptions held at Bloemendaal House must delay any power generated music, bands, DJ's, etc. until 6:30 pm for those events held from 6 to 10 pm.

**Photography and Portraits.** Photographs may only be taken within the area contracted for the wedding ceremony or reception during the client's two-hour setup or agreed upon rental time. A one-hour portrait session for bridal portraits or engagement photos is included with the rental fee for events that include both a ceremony and reception and must be coordinated with the facility rental office in advance. Portrait sessions must be scheduled Monday – Friday from 9 am – 4 pm. A Garden representative must be on duty during the portrait session and an hourly charge may be added if scheduled before or after Garden hours. The portrait session is available for an extra charge if the ceremony is not held on the grounds and is scheduled through the admissions office.

**Departure.** The departure of the Bridal couple may be celebrated with bubbles or the outdoor tossing of real flower petals. Birdseed, rice, sparklers, confetti and aerosol confetti are NOT permitted. Please contact the Garden if you have questions concerning what is appropriate for departure.

## **Fees**

**Security Deposit.** A Security Deposit is required with the signed contract and guarantees a client's reservation. It insures the Garden against the cancellation of the event and also acts a Damage Waiver at the time of the event for damages incurred to the Garden by the client or the client's guests or vendors. The deposit is half the Facility Rental Fee up to \$500 and is in addition to the facility rental fee.

**Facility Rental Fee.** Rental charge for contracted room(s), building(s) and related facilities. The Facility Rental Fee is due in full 60 days prior to the date of the contracted event(s). For events booked less than 60 days in advance, all fees are due with the signed contract.

At the Garden's discretion, the length of an event may be extended beyond published guidelines for an additional fee contracted at least 60 days in advance. Any additional time used and not contracted in advance will be charged at the rate of half the full facility rental fee for each additional hour or part thereof.

**Cancellation of Reservation/Forfeitures.** A reservation may be cancelled at the discretion of the Garden if a signed contract is not returned within two weeks of issuance, if a contract is returned without the required signatures or Security Deposit, or if the contracted Facility Rental Fee is not paid in full 60 days prior to the event. In this last instance, the client forfeits the Security Deposit.

Cancellation of reservation by the Client will result in forfeiture of the Security Deposit. Cancellation of event within 60 days of the event will result in forfeiture of all paid fees. \_\_\_\_\_ initial

**Penalties.** At the sole discretion and determination of the Garden, penalty fees may be assessed based on the impact to the Garden or its other visitors for: 1) Moving piano in the Garden Café, Bloemendaal House Lecture Hall; Joan Massey Conference Center. 2) Failure to remove any signs or decorations placed in or around the Garden. 3) Moving or removal of any furniture or furnishings. 4) Vendor violations. 5) Inappropriate conduct of a client or the client's guests or vendors. 6) Damage to any furniture or structures due to client or the client's guests or vendors misuse. 7) Use of facilities not included in the contracted rental space. 8) Damage to any garden plantings or beds by the client, their vendors or guests due to objects being placed on or around trees, shrubs, annuals, or perennials.

Use of nails, tacks, glue, pins, tape, stakes or Shepard hooks are strictly prohibited. \_\_\_\_\_ initial

**Refunds.** The Damage Waiver will be refunded (without interest) within 4 to 6 weeks following the event, less 1) charges for damages incurred by the Garden by the client, the client's guests or vendors, as determined solely by the Garden or 2) additional cleaning fees incurred by the Garden due to client, guests, or vendor mishaps or 3) held until all outstanding charges for services provided by the

Garden or Meriwether Godsey have been paid. Should the cost of repairs or cleaning exceed the amount of the Damage Waiver, the client shall be billed for the difference. The Damage Waiver refund will be issued by check to the client of record on the contract and the client is responsible for informing the Garden of any changes to the mailing address supplied on the facility rental contract.

No fees will be refunded for events cancelled by the client within 60 days of the event.

If the Garden is unable to perform its contracted obligations *prior to the commencement of the event* due to the interruption of essential services caused by disaster, inclement weather, government regulation, war, civil unrest or other emergencies of safety and security, the Garden will notify the client immediately upon making this determination, and refund all money held including the Security Deposit within 4 to 6 weeks.

**Indemnification.** The client herein indemnifies and holds harmless, the Lewis Ginter Botanical Garden, its directors and staff from suit, actions, damages, liabilities and expense in connection with personal injury, illness, or property damage or theft resulting from the use of any facility at the Garden. By accepting the terms outlined herein, the client cannot hold the Garden responsible for failure to provide the basic facilities and services described here due to emergencies, catastrophes or interruptions of public utilities except as described above under "Refunds".

**Severability.** Invalidity or unenforceability of one or more provisions of the Terms and Conditions shall not affect any other provision of this Terms and Conditions.