

## Wedding Ceremony Contract

This Contract for a Wedding Ceremony (“Contract”) is made as of the date set forth below between Williamsburg Area Botanical Garden dba Williamsburg Botanical Garden, a public garden located within Freedom Park, a James City County public park at 5537 Centerville Road, Williamsburg, Virginia (“WBG”), and \_\_\_\_\_ and \_\_\_\_\_ (collectively, “Wedding Couple”). The Wedding Couple wish to conduct their wedding ceremony (“Wedding”) on the premises of WBG, and WBG agrees to permit the Wedding Couple to do so on (*insert date*) \_\_\_\_\_ between the hours of \_\_\_\_ and \_\_\_\_ am/pm, subject to the following terms and conditions.

**1. Fee.** The Wedding Couple agree to pay WBG \$250.00 for the first 2 hours of non-exclusive use of WBG premises for their Wedding, as set forth in paragraph 2 below, and \$100.00 for each additional hour (“Fee”). The Fee is due and payable in full upon execution of this Contract, whether in person or submitted online. If the Wedding is cancelled, the following refund schedule will apply:

Up to 45 days in advance of the date of the Wedding:	100% Refund
Less than 45 days in advance of the date of the Wedding:	80% Refund

All notices of cancellation must be made in writing to the WBG Designated Representative. The appropriate refund will be calculated based on the date the notice of cancellation is received by the WBG Designated Representative. Any refund due will be paid in the same manner and to the same person who paid the Fee. In the case of a weather-related cancellation, reasonable efforts will be made to reschedule the Wedding; if rescheduling is not possible, 100% of the Fee will be refunded.

**2.A. Wedding Ceremony.** In consideration of payment in full of the Fee, the Wedding Couple are permitted the use of the WBG main patio and pavilion for their Wedding for a total of \_\_\_\_\_ hours (“Wedding Time”) on the date of the Wedding. The Wedding rehearsal and ceremony, as well as the setup, cleanup and breakdown of equipment, furniture, decorations and other items must be completed within the Wedding Time.

**2.B. Guests and Participants.** Due to space limitations, a maximum of 30 people may be involved in the Wedding Ceremony, including the Wedding Couple, officiant(s), attendants, musicians, guests, and any other participants.

**2.C. Non-exclusive Use.** WBG will make reasonable efforts to provide a private event by reserving use of the main patio and pavilion, placing appropriate signage at the pedestrian entrance of the Garden, and notifying Freedom Park staff of the date and time of the Wedding. Because WBG is a public garden within Freedom Park, a James City County public park, however, the Wedding Couple acknowledge and agree that this Contract provides only for their non-exclusive use of WBG premises as described, and that WBG has no control over the presence or activities of Garden visitors or of Freedom Park personnel.

**2.D. WBG Designated Representative.** WBG will provide the name and contact information of the WBG Designated Representative at the time this Contract is entered into. No person other than the WBG Designated Representative is authorized to agree to any revisions or modifications to this Contract, and all such revisions or modifications must be made in writing and signed by all parties to this Contract. The WBG Designated Representative or another WBG agent will be present at the WBG during the Wedding Time.

**3. Furniture.** Benches, chairs, and tables located in and around the main patio and pavilion may be arranged and used for the Wedding as needed. All benches, chairs and tables belonging to WBG that have been rearranged or moved for the Wedding must be returned to their previous location after use. Benches, chairs, and tables may not block any path or walkway. Any damage caused to the benches, chairs, or tables by the Wedding Couple or their guests, or caused by or resulting from the use of WBG premises for the Wedding is the sole responsibility of the Wedding Couple.

**4. Food and Beverages.** The Wedding Couple may provide their guests with light refreshments either before or after the Wedding within the Wedding Time. The Wedding Couple are responsible to provide all food and beverage items, cups, plates, utensils, etc. No alcohol may be served. Aside from light refreshments as described in this paragraph, wedding receptions are not permitted to be held on WBG premises.

**5. Photography.** There is no charge for commercial photography during the Wedding Time.

**6. Decorations.** Appropriate decorations may be set up as long as neither plant material nor WBG property or premises are damaged or destroyed by their placement or removal. All decorations brought in by any person for the Wedding must be both placed and removed within the Wedding Time. Any damage or loss caused to WBG property or premises as a result of decorations used in the Wedding is the sole responsibility of the Wedding Couple. Candles, flames, balloons, and bubbles are not permitted.

**7. Tossing or Release of Material.** Tossing of any loose materials, including but not limited to flower petals, rice, birdseed, confetti, paper of any sort, silk flowers or any other type of material is not permitted within WBG. Release of balloons is unlawful and is not permitted. The use of flags, pom-poms or other such items attached to sticks is permitted. Native species of butterflies purchased from a reputable butterfly breeder may be released only as permitted within the guidelines established by the Virginia Department of Agriculture.

**8. Music.** Appropriate music is permitted, including recorded music, DJs and small ensembles. Because the WBG does not have electricity, the Wedding Couple must provide a generator or other source of power if required. Sound levels must be moderate so as not to disturb others using the Garden and the surrounding area.

**9. Parking.** Parking is limited to designated parking areas within Freedom Park. No parking is permitted on the perimeter road around the Garden, and no vehicles may be driven on the grounds of WBG premises.

**10. Clean Up.** All areas used by the Wedding Couple or their guests must be cleaned up within the Wedding Time. All trash must be bagged, removed from the WBG and placed in the dumpster located behind the Freedom Park Interpretive Center. The Wedding Couple are responsible for arranging for clean-up and supplying trash bags and all other required cleaning materials. If the WBG premises used for the Wedding are not adequately cleaned, the Wedding Couple will be charged an additional \$100.00 cleaning fee.

**11. Damages.** The Wedding Couple are responsible for any and all loss or damage to WBG premises caused by or resulting from the Wedding, including damage caused by the Wedding Couple's guests or any of the Wedding participants. Payment for any loss or damage is due from the Wedding Couple upon receipt of an invoice from WBG detailing the cost of repairs or replacements. Invoices remaining unpaid after 30 days of the invoice date will incur interest at the highest rate allowed by law. The Wedding Couple are jointly and severally liable for all fees and costs, including attorney fees, incurred in connection with WBG's attempts to collect any amount due to WBG pursuant to this Contract.

**12. Indemnification and Waiver of Claims.** The Wedding Couple, jointly and severally, agree to indemnify and hold the WBG, its officers, directors, representatives and agents harmless from any and all liability or claims of injury or damage to any person or property relating to or arising out of this Contract or of the Wedding Couple's use of WBG premises for the Wedding. The Wedding Couple understand and acknowledge that WBG accepts no liability or responsibility for any injury or damage to person or property arising out of or relating to the Wedding and that they are solely responsible for the safety and security of their guests and Wedding participants and for any injuries or property damage that they, their guests or Wedding participants may cause or suffer. This paragraph does not apply in the case of willful misconduct or gross negligence of WBG or its representatives.

**13. General.**

**A. Children.** Children must be supervised at all times by an adult.

**B. Dogs.** Dogs are permitted but must be leashed and under control at all times.

**C. Exit Time.** The Wedding Couple and all Wedding participants and guests must exit Freedom Park by dusk.

**D. Flames.** No candles, fires, fireworks (including sparklers) or open flames are permitted on WBG premises.

**E. Joint and Several Liability.** The Wedding Couple are jointly and severally liable for compliance with the terms of this Contract and for any damage or loss resulting from their use of WBG premises.



**F. Plants and Vegetation.** No plants or vegetation may be damaged, trimmed or removed, and no pots may be moved at any time.

**G. Smoking.** Smoking is not permitted anywhere on the WBG premises.

**14. Binding Contract.** This Contract is binding upon the Wedding Couple and their representative and agents. By signing this Contract or submitting it online, the Wedding Couple acknowledge that they have read, understand and agree to its provisions.

For the Wedding Couple:

For the WBG:

Signature 1: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature 2: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Sign and mail with the required fee to the mailing address below or submit the Wedding Contract Form and pay online at [www.WBGweddings.org](http://www.WBGweddings.org):

WBG Weddings  
P.O. Box 1577  
Williamsburg, VA 23187-1577