



# Williamsburg Botanical Garden and Freedom Park Arboretum

Page 1 of 4

## Private Event Contract

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

**1. Fee.** The Event Sponsor agrees to pay WBG-FPA \$300.00 for the first 2 hours of non-exclusive use of WBG-FPA-FPA premises for the Event, as set forth in paragraph 2 below, and \$125.00 for each additional hour (“Fee”). The Event Sponsor also agrees to pay a Security Deposit of \$150.00, which is refundable as set forth below. The Fee and Security Deposit are due and payable in full upon execution of this Contract, whether in person or submitted online. If the Event is cancelled, the following refund schedule will apply:

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

All notices of cancellation must be made in writing to the WBG-FPA Designated Representative. The appropriate refund will be calculated based on the date the notice of cancellation is received by the WBG-FPA 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 Event; if rescheduling is not possible, 100% of the Fee will be refunded.

The Security Deposit will be refunded within 10 business days of the Event date contingent upon compliance with paragraphs 3.Furniture, 6.Decorations, 7.Tossing or Release of Material, and 10.Clean Up as set forth below. The Security Deposit will be returned in the same manner and to the same person who paid the Fee and Deposit.

**2.A. Event.** In consideration of payment in full of the Fee and Security Deposit, the Event Sponsor is permitted the use of the WBG-FPA main patio and pavilion for the Event for the total of \_\_\_\_\_ hours (“Event Time”) on the date of the Event. The entire Event, including setup, cleanup and breakdown of equipment, furniture, decorations, and other items must be completed within the reserved Event Time.



# Williamsburg Botanical Garden and Freedom Park Arboretum

Page 2 of 4

**2.B. Guests and Participants.** Due to space limitations, a maximum of 30 people may be involved in the Event.

**2.C. Non-exclusive Use.** WBG-FPA will make reasonable efforts to provide space 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 Event. The WBG-FPA is a public garden within Freedom Park, a James City County public park, therefore the Event Sponsor acknowledges and agrees that this Contract provides only for the non-exclusive use of WBG-FPA premises as described, and that WBG-FPA has no control over the presence or activities of Garden visitors or of Freedom Park personnel.

**2.D. WBG-FPA Designated Representative.** WBG-FPA will provide the name and contact information of the WBG-FPA 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-FPA Designated Representative or another WBG agent will be present at the WBG-FPA during the reserved Event Time.

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

**4. Food and Beverages.** The Event Sponsor may provide light refreshments within the reserved Event Time. The Event Sponsor is responsible to provide all food and beverage items, cups, plates, utensils, etc. Alcohol is not permitted.

**5. Photography.** There is no charge for commercial photography during the Event. Photographers and/or videographers may not walk in the garden beds or place equipment within the garden beds, and may not move decorative pots or other elements of the garden.

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



# Williamsburg Botanical Garden and Freedom Park Arboretum

Page 3 of 4

**7. Tossing or Release of Material.** 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-FPA. 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 of the Virginia Department of Agriculture.

**8. Music.** Appropriate music is permitted, including recorded music, DJs and small ensembles. Because the WBG-FPA does not have electricity, the Event Sponsor 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-FPA premises.

**10. Clean Up.** All areas used by the Event Sponsor for the Event must be cleaned up within the reserved Event Time. All furniture must be returned to its proper location. All trash must be bagged, removed from the WBG-FPA and placed in the dumpster located behind the Freedom Park Interpretive Center. The Event Sponsor is responsible for arranging for cleanup and supplying trash bags and all other required cleaning materials. If the WBG-FPA premises are not adequately cleaned and restored to the proper condition, the Event Sponsor will forfeit the refundable Security Deposit.

**11. Damages.** The Event Sponsor is responsible for any and all loss or damage to WBG-FPA premises caused by or resulting from the Event, including damage caused by the Event participants. In case of damages, the Event Sponsor will forfeit the Security Deposit and is liable for any damage in excess of the Security Deposit amount, which will be charged by invoice from the WBG-FPA 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 Event Sponsor is liable for all fees and costs, including attorney fees, incurred in connection with WBG-FPA's attempts to collect any amount due to WBG-FPA pursuant to this Contract.

**12. Indemnification and Waiver of Claims.** The Event Sponsor agrees to indemnify and hold the WBG-FPA, 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 Event Sponsor's use of WBG-FPA premises for the Event. The Event Sponsor understands and acknowledges that WBG-FPA accepts no liability or responsibility for any injury or damage to person or property arising out of or relating to the Event, and that the Event Sponsor is solely responsible for the safety and security of Event participants and for any injuries or property damage that the Event Sponsor or Event participants



# Williamsburg Botanical Garden and Freedom Park Arboretum

may cause or suffer. This paragraph does not apply in the case of willful misconduct or gross negligence of WBG-FPA 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 Event Sponsor and all Event participants must exit Freedom Park by sunset.
- D. Flames.** No candles, fires, fireworks (including sparklers) or open flames are permitted on WBG-FPA premises.
- E. Liability.** The Event Sponsor is liable for compliance with the terms of this Contract and for any damage or loss resulting from their use of WBG-FPA 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-FPA premises.
- H. Alcohol.** Alcohol is not permitted anywhere on the WBG-FPA premises.

**14. Binding Contract.** This Contract is binding upon the Event Sponsor and its representative and agents. By signing this Contract or submitting it online, the Event Sponsor acknowledges that its representatives have read, understand and agree to its provisions.

For the Event Sponsor:

For the WBG-FPA:

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

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

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

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

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

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

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

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

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

WBG-FPA Private Events  
P.O. Box 1577  
Williamsburg, VA 23187-1577