



Williamsburg Botanical Garden and Freedom Park Arboretum

Private Event Contract

This Contract for a Private Event (“Contract”) is made as of _____ between Williamsburg Botanical Garden, a public garden located within Freedom Park, a James City County public park at 5537 Centerville Road, Williamsburg, Virginia (“Garden”), and _____ (“Event Sponsor”). The Event Sponsor wishes to conduct a _____ (“Event”) on the premises of the Garden and the Garden agrees to permit the Event Sponsor to do so on _____ between the hours of _____ and _____, (“Event Date”) subject to the following terms and conditions.

1. Fee. The Event Sponsor agrees to pay the Garden _____ (“Fee”) for the non-exclusive use of the Garden’s premises as set forth in paragraph 2.A. The Event Sponsor also agrees to pay a Security Deposit of \$150, which is refundable as set forth below. The Fee and Security Deposit are due and payable in full upon acceptance of the terms of this Contract as submitted online. If the Event is cancelled, the following Fee 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 Garden Designated Representative via email. The appropriate refund will be calculated based on the date the notice of cancellation is received by the Garden Designated Representative (see paragraph 2.D. below). Any refund due will be paid 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 the terms and conditions of this Contract. The Security Deposit will be returned to the same person who paid the Security Deposit.

2.A. Event Date. In consideration of payment in full of the Fee and Security Deposit, the Event Sponsor is permitted the use of the Garden main patio and pavilion for the Event on the Event Date. The entire Event, including set-up, cleanup and breakdown of equipment, furniture, decorations and other items must be completed within the reserved time.

2.B. Guests and Participants. Due to space limitations, a maximum of 30 people may be involved in the Event, including the Event Sponsor, guests, musicians and any other participants.

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

2.D. Garden Designated Representative. The Garden will provide the name and contact information of the Garden Designated Representative. No person other than the Garden Designated Representative is authorized to agree to any revisions of or modifications to this Contract, and all such revisions or modifications must be made in writing via email and agreed to by all parties to this Contract. The Garden Designated Representative or another Garden Ambassador will be present at the Garden during the Event.

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 the Garden that have been arranged or moved for the Event must be returned to their original 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 Event Sponsor or their guests or caused by or resulting from the use of the Garden premises for the Event is the sole responsibility of the Event Sponsor. No additional tables, chairs, tents, etc. are allowed.

4. Food and Beverages. The Event Sponsor may provide their guests with light refreshments during the Event. The Event Sponsor is responsible to provide any 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 Garden 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. Nails and screws are not allowed in the placement of decorations. Any damage or loss caused to Garden property or premises as a result of decorations used in the Event is the sole responsibility of the Event Sponsor. 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 of any kind, paper of any sort, silk flowers or any other type of material is not permitted within the Garden. Release of balloons is unlawful and is not permitted. The use of flags, pom-poms or other such items attached to sticks is permitted.

8. Music. Appropriate music is permitted, including recorded music, DJs and small ensembles. Because the Garden 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. One (1) car is allowed to remain parked inside the drive-through gate of the Garden. A brief stop of a vehicle may be made in front of the pedestrian gate to discharge elderly or infirm passengers.

10. Clean Up. All areas used by the Event Sponsor and/or their guests must be cleaned up within the reserved Event time. All furniture must be returned to its original location. All trash must be bagged, removed from the Garden and placed in the dumpster located behind the Freedom Park Interpretive Center. The Event Sponsor is responsible for arranging for clean-up and supplying trash bags and all other required cleaning materials. If the Garden 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 the Garden premises caused by or resulting from the Event, including damage caused by the Event Sponsor's guests or any of the Event participants. In the case of damage, 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 Garden 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 the Garden's attempts to collect any amount due to the Garden pursuant to this Contract.

12. Indemnification and Waiver of Claims. The Event Sponsor agrees to indemnify and hold the Garden, 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 the Garden premises for the Event. The Event Sponsor understands and acknowledges that the Garden accepts no liability or responsibility for any injury or damage to person or property arising out of or relating to the Event and that they are solely responsible for the safety and security of their guests and Event participants and for any injuries or property damage that they, their guests or Event participants may cause or suffer. This paragraph does not apply in the case of willful misconduct or gross negligence of the Garden 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 and guests must exit Freedom Park by sunset.

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

F. Plants and Vegetation. No flowers, 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 Garden premises.

H. Alcohol. Alcohol is not permitted anywhere on the Garden premises.

14. Binding Contract. This Contract is binding upon the Event Sponsor and their representatives and agents. By submitting the full payment and clicking your Agreement on the Private Event Contract and Payment Form, the Event Sponsor acknowledges that they have read, understand and agree to the Contract provisions.