

Nature Preservation Foundation (Hope Gardens) VENUE RENTAL AGREEMENT

It is acknowledged that Royal Botanic Garden (Hope Gardens) as a national botanical garden, will actively promote the development of education, entertainment, crafts and arts in a secure and comfortable environment subject to certain terms and conditions.

This agreement dated _____ between Nature Preservation Foundation (NPF) and _____ providing the terms and conditions under which the Hope Gardens property will be approved for the specified function.

I/We, the undersigned, wish to use the facilities of the Royal Botanic Garden (Hope Gardens) as indicated below:

Client Name:

Company:

Contact address:

Telephone and fax number:

Cellular number:

Contact email:

On-site contact if different from above:

Date of event:

Start and End Time of event:

Name of the Event:

Number of expected guests:

Type of event:

Wedding Ceremony Reception	Wedding Reception Themed Party	Wedding Anniversary	Dinner/Cocktail
Concerts/ Festivals	Book/Product Launch	Birthday Party	Fun day/ Sports Day
Workshop/Seminar Road Race	Exhibition	Craft/ Food Fairs	Other (Specify) 5K

Area requested:

East Palm Drive	West Palm Drive	Eastern Entrance	Fountain
Parade Area			
Pavilion Gazebo	Pavilion Gazebo & Garden	Sunken Garden	Annuals Gazebo
Annuals Lawn			
Shell Band Stand	Band Stand Gazebo	Bandstand Gazebo & Lawn	
Chinese Garden	Butterfly Garden	Cotton Tree Lawn	

Entrance/s requested:

Historical Entrance	Eastern Entrance	<i>Gibson Close</i>	Nursery Entrance
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Parking lot/s requested:

Historical Entrance Eastern Entrance Gibson Close Parade Area Pavilion Roadway
NPF Office Yard

Where will your service vehicles and suppliers park:

Parking will be allowed only in the area(s) identified by management and absolutely no parking will be allowed on the grassed areas or along the roadways. Security personnel should be in place to ensure proper entering, parking and exiting of vehicles. A shuttle service may be used to transport persons to the event location. NPF reserves the right to remove vehicles from the prohibited areas at your expense.

Parking will be at owners' risk. NPF will not accept responsibility for and will not be liable for theft, loss or damage incurred, for vehicles and/or their contents parked within the grounds.

Signage and their placement must be approved by NPF.

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Rental charge: \$

Set up date/s:

Set up charge: \$

Break down date/s:

Break down charge: \$

Number of clean up persons required:

Security Guards-Internal: \$

Garbage Disposal fee: \$

Bathroom Facilities/Supplies/Attendants: \$

Damage Deposit: \$

- Clean up of the area is done after the event, by members of our NPF staff.

DEPOSIT AND PAYMENT:

- A **25% deposit** is required to guarantee all bookings where venue rental costs **exceed \$100,000.00**.
- A **35% deposit** is required to guarantee all bookings where venue rental costs amount to **under \$100,000.00**.
- The balance is due **seven (7) working days** prior to the event.
- If these payments are not received the function will not be allowed to take place.
- If you have not paid a deposit for your required date and area, we reserve the right to offer it for rent to other clients. If you have made a tentative booking and will not be utilizing the grounds please call and cancel your reservation.
- Payment can be made in our office by credit card (except Keycard), debit card, cheque, or cash. All cheques must be made payable to **Nature Preservation Foundation**.
- A **% penalty is charged for cancellations received less than 1 month before the event**.

Refundable Security Deposit:

- Clients will be required to make good any damage which may be caused to the premises either by the client's agents, employees, outside vendors they contract or by guests attending the function.
- *A Security deposit of between Fifty Thousand Dollars (**\$50,000.00**) and One Hundred Thousand Dollars (**\$100,000.00**) dependent on the nature and size of the event, is required and should be made

to NPF no later than **seven (7)** working days prior to the event. This fee will be used to pay for any damages to garden property or other violations of the agreement.

- The security deposit will be repaid in full or a portion thereof depending on the damages and or breach of the contract which includes; the playing of excessively loud music and expletives, violation of the noise abatement act, operating beyond the stipulated time and damages to the venue
- The area is assessed after all items have been removed from the Gardens to assess of damages that may have occurred during the event. The Facilities Supervisor will conduct a walk-through prior to the event to verify that the area utilized is in the same state as rented after the event.
- Failure to abide by these rules of this contract will ultimately result in either forfeiture of the security deposit and or banned from hosting any other event in the Garden in the future.

SETUP AND BREAK DOWN OF EVENTS:

- The area booked, is the only one to be used. The activities should not interfere with the general use of the Estate by other persons.
- Clients may set up on the **day of** the event starting from 6:00 am at no additional charge.
- If you would like to set up from the day before there is a charge of **20%** of the rental fee. This allows you access to the function area from 6am the day before your event.
- If you are setting up before the date of the event, you must have sanitary conveniences for the setup staff and security personnel to utilize.
- Please let us know what time the set up will begin and end.
- If your suppliers need to work through the night you must have at least 2 security guards working during the night. One guard should monitor the use of the main gate from Hope Road. The second guard should be securing the event area. NPF is not responsible or liable for any item/s carried onto the grounds, used or left on the grounds.
- NPF should also be informed about the details of the security arrangements which will be put in place no later than **five (5) days** prior to the event. This should include security for the gate/s, parking lot/s, traffic management and event. We recommend hiring a security firm.

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- Clients must indicate the equipment to be used for setup, the duration and the breakdown of the event.
- No large trucks are allowed on the grassy areas; please have your suppliers use smaller vans to transport items onto the lawn. **NO** scissor lifts are allowed on the premises.
- All suppliers must collect their items immediately following the event. There will be a charge of Twenty Thousand Dollars (**\$20,000**) for each additional day that items are left on the grounds. This fee will be deducted from the damage deposit.

DECORATIVE ELEMENTS, EXECUTION, ACTIVITIES:

- A **site meeting must** be held with your suppliers, the Events Manager and/or the Gardens and Facilities Supervisor of Hope Gardens to discuss the layout and all requirements.
- Clients are responsible for supplying their own chairs, tables, tents, lighting, security and parking lot lights.
- A layout map must be sent in and approved by NPF prior to the event.
- A supplier list must be given to the Events Manager.
- Clients must indicate whether or not they will be utilizing decor and must indicate all elements of the decorating activities on-site. All decorative elements, activities and execution must be approved by Nature Preservation Foundation.

- Clients shall not injure, cut or damage any of the walls, floors, ceilings or things or any of its lawns and gardens without expressed authorization from Nature Preservation Foundation.
- The removal, cutting or use of the plants (i.e. flowers, leaves, seeds, fruits, twigs or branch of a tree) is **not allowed**.
- No person is allowed to climb any tree, or walk on any border or flower bed in the Gardens.
- NPF reserves the right to dismantle/remove any decorative element or bring an end to any decorative activity that is executed in contravention with the terms contained herein.
- Clients are also prohibited from engaging in any decorative activity or execution that requires the digging/staking of any of our lawn and garden areas without the expressed approval from Nature Preservation Foundation. Only free standing barriers may be used, **NO** temporary fencing installed by digging holes are allowed.
- Clients will be held liable for any damage incurred during the setup and breakdown of their event(s) and will be responsible for the payment of all costs associated with the repairs to the damaged location(s).
- All decorative elements utilized for events must be removed within **three (3) hours** after the end of the event.
- Nature Preservation Foundation (NPF) accepts no responsibility for any equipment/material that is left, used, lost or damaged on the property before, during or after the event.

EQUIPMENT:

- Clients must disclose full details of all electrical items which will be utilized before, during and after the event, a minimum of **five (5) working days** prior to event date. This is to determine whether or not NPF has the electrical capacity to maintain this equipment for the duration of the event being held. This equipment includes, but is not limited to, lighting, decorative elements and fixtures as well as music equipment. Clients will be advised during this five (5) day period if we are able to accommodate their electrical needs.
- Clients are required to provide tower lights for the parking lot and driveways.
- Clients must inform NPF of any generators, lighting, tents, tables, chairs, bars, barriers and fencing that will be used for the event.
- Enough sanitary toilet facilities should be provided and NPF should be informed that this arrangement is in place no later than **two (2) weeks** prior to the event as some of our venues do not have restrooms nearby.

LICENSES:

- Under the Kingston and St. Andrew Corporation Regulations, it is necessary that every holder of a public event must obtain a License from the Kingston and St. Andrew Corporation. On receiving the License, the event holder must lodge the original of this License with the Papine Police and forward a copy of the document with a letter from the Police to Nature Preservation Foundation within **three (3) working days** prior to the event.
- The client should also present a copy of the specific permit from JACAP and JAMMS in order to play music at their event on the specified date.

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- The Night Noise Abatement Act states that **all parties will end at 2:00am. Sundays & weekdays events must end no later than midnight unless** permission is granted from the Police Commissioner and a copy of such written approval is presented to Nature Preservation Foundation prior to the event.

- The Client should provide a Public Liability Insurance cover with scope and limits of indemnity prescribed by Nature Preservation Foundation for the day of the event and where necessary two days i.e. the “setting up” and day of the event.
- A letter should also be sent to the Hope Pastures Citizens Association and the Mona Citizens Association informing them of the event.
- A meeting should be held with NPF no later than **one (1) week** prior to the event to review and ‘sign-off’ on all the arrangements.

CATERING:

- Clients must arrange their own catering and bar services; the caterer must do a site visit with the Events Manager.
- NPF should also be informed about the details of the food and beverage arrangements. There is to be **no open flame** or cooking on site, food should be prepared off site and warmers used.
- Any use of pyrotechnics or display of fireworks is **strictly prohibited**.

MUSIC:

- Hope Gardens is located in Proximity to a hospital, zoo, business establishments and several residential communities operating within a noise sensitive environment. As such, sound levels and broadcast content must be executed and maintained in a way that does not cause any inconvenience to the aforementioned parties. **Self Powered Monitor speakers must be used. Speaker boxes must be turned away from our neighbours in Hope Pastures and Mona Heights.**
- If, during the course of the event, we receive complaints regarding noise we will provide no more than **two (2)** verbal warnings in this regard. Failure to adhere to these warnings which result in further complaints from either of the aforementioned parties will result in an immediate shutdown of the event.
- NPF will accept no liability should this occur. NPF reserves the right to discontinue any live event that operates in direct contravention to these stated terms without notice.
- The Mona and Hope Pastures Citizens Associations will be informed about the event and confirm that this has been done.

DISCLAIMER AND INDEMNITY:

Except in the case of the negligence and or willful misconduct of Nature Preservation Foundation- Hope Gardens, its servants or agents, NPF shall not be liable for the death of, or injury to any employee, agent or invitee of the Client, or for the damages to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them.

The Client shall be solely responsible for and shall indemnify Nature Preservation Foundation, its Officers, Directors, Employees and Agents; the **Commissioner of Lands, Accountant General** and the **Ministry of Agriculture** from and against all actions, proceedings, claims, demands, costs, awards and damages; however arising, directly or indirectly, as a result of the willful, negligent or reckless act, default or omission of the Client, its agents, employees or invitees any breach or non-performance, by the producer of any of its undertakings, warranties or obligations; providing that such a breach or non-performance is not caused by or due to any acts or omissions of Nature Preservation Foundation, its Directors, Officers, employees or agents.

Payment Details:

Rental Charge: \$

Set Up Charge: \$

Clean up Staff : \$

Internal Security Guards: \$

Damage Deposit: \$

Garbage Disposal Fee: \$

Bathroom Facilities/Supplies/Attendants: \$

Total Payment Due: \$

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Meanwhile, we look forward to hosting a fabulous event and wish you success with your endeavours and look forward to working with you in the future.

I/We have read and understood clearly the terms of this agreement and agree to adhere to the terms and conditions contained therein and bound by the signatures affixed below.

NPF's Officer's Name

Director, Marketing & Events Management Signature/ Date

Client Name

Client Signature/Date

CONTACT:

Nature Preservation Foundation

Hope Gardens Estate

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Fax: 970-3504

Email: hopegardensevents@gmail.com

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