

**DELAWARE CENTER FOR HORTICULTURE
CLIENT AGREEMENT AND GUIDELINES FOR
SPECIAL EVENT FACILITY RENTAL**

I. ALLOWED USE

This Agreement is entered into this _____ day of _____ 2020, between the Delaware Center for Horticulture ("DCH") and _____ ("Client") covering an event ("Event") to be held at the DCH facility ("Facility") on the date and time specified on Schedule A attached hereto and made a part hereof.

DCH does not discriminate in the use of its Facility on the basis of race, creed, sex, or national origins and requires a commitment to that effect from any Client.

II. RESERVATIONS AND DEPOSITS

- A. A reserved date is not guaranteed until a reservation deposit is received, and this Agreement is signed and returned by Client to DCH. All bookings must be cleared for date availability with the Special Events Coordinator prior to signing this Agreement. Rental restrictions may be in effect during DCH-sponsored events.
- B. DCH reserves the right to refuse the use of its Facility to any Client if DCH, in its sole discretion, believes such use would jeopardize the Facility. DCH further reserves the right to alter any arrangements in the planning phase or during the Event if the safety or security of the Facility or DCH's operations, are threatened. It is the sole and absolute discretion of DCH to decline a reservation should we deem the intended use as incompatible with our image.
- C. DCH requires a \$500 nonrefundable reservation deposit for events \$1000 and above and a \$200 nonrefundable reservation for events under \$1000 to secure a date at the time of signing this Agreement. The balance of the Rental Fees and a separate payment of \$500 security/damage/overtime deposit are due six (6) weeks prior to the Event. If there is no damage, no additional unpaid rental time, and all Rental Fees paid, DCH will refund the security deposit within 45 days of the Event. If there are any charges above the \$500 security/damage/overtime deposit, an invoice will be sent for those additional charges.
- D. If the DCH is forced to cancel your Event, due to Covid-19 restrictions put in place by the State of Delaware, the Client will receive a full refund of the deposit or the Client may choose to postpone their Event to a mutually agreed upon date. Postponement would not result in additional fees above costs outlined within this contract.

III. CATERER

Our approved caterers include:

Montrachet Fine Foods – Contact: Susan Teiser, Chef/Owner
centrevillecafe.com | 302.425.5808

Jamestown Catering Co. by Tonic Bar + Grille – Contact: Yassmin Zahran, Event Coordinator
jamestowncatering.com | 302.510.8071

Taste Catering by The Columbus Inn – Contact: Ashely Anton, Manager
tasteDe.com | 302.571.1492

Toscana Catering – Contact: Lori Seward, Catering Manager
toscanacatering.com | 302.654.8877

IV. VENDORS

DCH allows the use of vendors, including musicians and florists, by Client in connection with the Event; however, DCH reserves the sole and exclusive right to deny approval of any vendor at DCH's sole discretion. DCH shall not be responsible for any costs or expenses incurred by Client as a result of DCH's refusal to approve any vendor. All vendors' materials are the responsibility of Client and are to be removed at the conclusion of Event. Client is responsible for repairs due to damage occurring in or on the Facility through the acts or omission of Client's vendors.

V. EVENT LOGISTICS

To ensure proper follow-through and communications, Client must assign one contact person to coordinate the Event with the Special Event Coordinator.

- A. At the time the Event is scheduled with the Special Event Coordinator, Client must:
 - 1. Supply the approximate time, number of guests expected and type of Event.
- B. Three weeks before the Event, Client must:
 - 1. Submit final details of the Event, including the decorations and displays, final number of guests, the set-up time, and the names of all vendors and their time of deliveries on the day of the Event and pick-up after the Event.
- C. Day of the Event
 - 1. On Monday through Friday, set-up prior to 5:00 pm must be approved by the Special Event Coordinator.
 - 2. Client must schedule deliveries to be made only on the day of the Event unless other arrangements have been made with the Special Events Coordinator.

3. Rentals must be delivered and stored neatly in the Founders Room closet unless other arrangements have been made with the Special Events Coordinator.
4. All exits must be kept unobstructed at all times.

D. Break-down Requirements:

1. Removal of all displays, decorations, and materials (other than catering equipment) must be removed directly after the Event, unless other arrangements have been made with the Special Event Coordinator.
2. Client must arrange for any rented or vendor equipment to be picked up by the rental or vendor company the following **business** morning before 10:00 am. Client will pay an additional \$250 daily fee for any equipment not picked up the next business morning, unless other arrangements have been made with the Special Events Coordinator.

VI. RENTAL FEES AND CAPACITIES

Members of DCH receive a 10% discount on facility rentals.

- A. Business hours are Monday – Friday, 9:00 am – 5:00 pm.
- B. Capacities (State of Delaware Covid-19 Guidelines reflected):
50 person maximum capacity, indoors
150 person maximum capacity, outdoors
- C. Fee applies to meetings and events other than weddings:
Weekday rate: \$700 per day or \$200 per hour
Evening/weekend rate: \$250 per hour (2-hour minimum)

VII. SET-UP AND INVENTORY

- A. There is no charge for the time it takes the caterer to set-up and break-down the Event. Additional set-up and break-down time beyond the caterer requirements must be approved by the Special Events Coordinator and is charged at the rate of \$250/hour.
- B. This Rental Fee includes usage of the DCH’s tables and chairs, should you choose to use those items. However, depending on the size of your group and set-up needs, DCH may not have enough equipment. DCH is not responsible for supplementing these items, any other items needed would be the responsibility of the Client and/or Caterer. Additionally, DCH is not responsible for setting up or breaking down equipment for your Event. All set-up is to done by Client and/or Caterer. A Podium, projector, and screen are available by arrangement with the Special Events Coordinator.

- C. DCH owns the following inventory of equipment Clients are welcome to use. However, it is the responsibility of the Client or Caterer to set-up and breakdown all equipment.

- 10, 8ft banquet tables
- 5, 6 ft banquet tables
- 10, 60” round tables (seats 8)
- 2, high top cocktail tables
- 100 lecture chairs (metal frames, green cushions)

VIII. REFUNDS AND CANCELLATIONS

- A. The Reservation Fee of \$500/\$200 is nonrefundable, as provided in Section II. C & D of this Agreement.
- B. DCH will refund 50% of the Rental Fees, as described in Section VI of this Agreement if Client cancels the Event within 4 weeks of the reserved date.
- C. In the event of cancellation of this Agreement or the Event by DCH, except by reason of Client's breach of this Agreement, DCH will provide as much notification as possible and will refund all fees paid or on deposit with DCH. DCH specifically does not accept any responsibility for any expenses incurred or losses incurred whatsoever by Client as a result of a DCH cancellation, and Client expressly waives any claims, other than the refunds stated in this subsection, in the event of a cancellation of this Agreement or Event. Cancellations by Acts of God will be reviewed on a case-by-case basis. Acts of God shall mean acts of war, civil commotions, riots, strikes, lockouts, acts of government in either its sovereign or contractual capacity, accidents, fire, water damages, floods, earthquakes or other natural catastrophes or any other causes determined by DCH (in the exercise of its discretion) to be beyond the reasonable control of DCH.
- D. Failure to comply with DCH regulations may result in immediate cancellation of this Agreement or the Event by DCH.

IX. PARKING

- A. Vehicles must park in the designated parking lot, which accommodates approximately 40 vehicles. Client is responsible for coordinating with its caterer and other vendors to accommodate their parking needs. There is handicapped parking for two cars adjacent to the entrance drive. For more than 40 vehicles, it is recommended Client hire valet service or park in nearby neighborhoods.
- B. Parking is prohibited in the semi-circular, fire lane drive. The semi-circular drive may be used for loading and unloading people and supplies. At no other time may the courtyard entrance drive be blocked by Client, its agents, employees, guests or contractors (including vendors).
- C. DCH is not responsible for damage to vehicles or the contents thereof. Persons parking at DCH take full responsibility for their vehicles.

- D. Parking is permitted on Gilpin Street. No parking is permitted along Dupont Street or at Trolley Square Shopping Center.

X. GENERAL RESTRICTIONS

- A. DCH is a smoke-free facility. Smoking is not permitted anywhere inside or outside the Facility or on the grounds.
- B. Animals (except working dogs) are not permitted in the Facility.
- C. Sound volume must not be offensive to neighbors.
- D. DCH is not responsible for damage or loss to materials or equipment owned, used, or rented by Client.
- E. Children must be properly supervised at all times.
- F. DCH will bill Client for any damages to or excessive soiling of the Facility (including all furniture, fixtures, equipment, works of art and other property in and around the Facility), resulting from an Event.
- G. Only votive candles are permitted in glass holders.
- H. Decorations may not be placed on walls or ceilings of the Facility. Use, location, and design of any such items are subject to DCH's consent and approval and subject to DCH control during an Event. Rice, confetti and similar small materials, and fog machines and similar atmospheric equipment are not permitted at any time for any Event.
- I. No plants or articles in or at the Facility may be moved or altered.
- J. Client shall refrain from bringing into the Facility any flammable or dangerous devices that could cause injury or damage to persons within or on the Facility or damage the Facility itself and/or items within the Facility. The use of propane or potentially combustible items may not be used without prior consent of the Special Events Coordinator.
- K. DCH is not responsible for any belongings left behind by Client or Client's guests, agents, employees, or contractors (including vendors).
- L. DCH is not responsible for Acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of government in either its sovereign or contractual capacity, accidents, fire, water damages, floods, earthquakes or other natural catastrophes or any other causes determined by DCH (in the exercise of its discretion) to be beyond the reasonable control of DCH.
- M. Client shall not advertise or make any claim DCH in any way sponsors the Event.

- N. Reproduction of the Facility or works of art in the Facility is not permitted on any material distributed by Client (including, without limitation, tickets and programs) without the prior written approval of DCH.
- O. Neither Client nor Client's guests shall touch, remove, or alter the works of art in the Facility, nor will Client or any of the Client's guests hang or post objects without the express written permission of DCH.
- P. All events must end no later than 11 pm.
- Q. Single-use or throw-away plastic is prohibited at DCH. This includes the use of plastic utensils, plates, cups, and water/beverage bottles. Suggested alternatives include biodegradable ware, paper products, or real china and glassware, which can be rented at a reasonable price through your caterer. Please address any questions to the Special Events Coordinator before your event and make proper arrangements.
- R. Recycling is mandatory for all events at DCH. The client is responsible for this in the event that no caterer has been hired. Approved Caterers are aware of this policy and will handle on behalf of the Client.
- S. The maximum number of people permitted inside the building at any given time is 50 people.

XI. ALCOHOLIC BEVERAGE RESTRICTIONS

- A. Alcoholic beverages may be served in the Facility. Client and the caterer are responsible for ensuring alcoholic beverages are not served to minors. Client and the caterer must monitor alcohol consumption. Persons under 21 years of age may not consume alcoholic beverages. Serving intoxicated guests is prohibited.

XII. MISCELLANEOUS

- A. Neither DCH nor any of its trustees, officers, employees, or agents shall be liable for (i) any damage to property of Client, its agents, employees, guests, or contractors (including vendors) entrusted to employees or agents of DCH, (ii) the loss or damage of any property of Client or its agents, employees, guests, or contractors (including vendors) by theft or otherwise, or (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical disturbance, water, rain, snow, or leaks from any part of the Facility or from the pipes, appliances, plumbing work or from the roof or from any other place or by any cause whatsoever (whether similar or dissimilar to those specified above).
- B. Client shall, to the fullest extent permitted by applicable law, indemnify and defend DCH and its trustees, officers, employees, and agents and save them harmless from and against any and all claims, actions, damages, liabilities, and expenses (including reasonable attorneys' fees) in connection with the loss of life, personal injury, and/or damage to property occurring in or about, or arising out of, Client's or its agents', employees', guests', or contractors' (including vendors') use of the Facility and adjacent or associated

walkways and parking areas occasioned wholly or in part by any act or omission of Client or its agents, employee, guests, or contractors (including vendors), to the extent not caused by the gross negligence of DCH. In the case of DCH and/or any of its trustees, officers, employees, or agents being made a party to any litigation of invitees, then Client shall defend DCH and its trustees, officers, employees, and agents and shall pay all damages, costs, expenses, and reasonable attorneys' fees incurred or paid by DCH and/or any of its trustees, officers, employees, and agents in connection with such litigation.

- C. Client and its agents, employees, guests, and contractors (including vendors) will conform to all federal, state, county, and city laws while on or about the Facility. This includes all Covid-19 guidelines, specifically, the Thirteenth Modification of the State of Emergency, which states all employees, patrons, and visitors must wear cloth face coverings when in doors. Face coverings may temporarily be removed to eat and drink. Children under the age of two years are not required to wear face coverings. Along with signage posted within the Facility, it is the Client's responsibility to communicate this policy to their guests prior to and during the Event. DCH suggests the Client have extra face coverings available to guests in the event someone is in need of one. Client shall pay all reasonable attorneys' fees, collection costs, and other expenses DCH may incur, whether or not a suit has been filed or judgment has been obtained, as a result or consequence of the failure of Client to perform any of its obligations under this Agreement, including, without limitation, its obligation to pay the fees stated herein.
- D. DCH is committed to hosting safe gatherings in accordance with the State of Delaware's Covid-19 guidelines. In an effort to cooperate with health officials and help mitigate and prevent the spread of Covid-19, the Client is required to have a documented guest list of all attendees of the Event, which the Client may be required to provide if needed for contact tracing.
- E. This Agreement is to be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws.

I have read and agree to comply with the Client Agreement and Guidelines for Facility Rental at the Delaware Center for Horticulture.

By: _____
Signature

Name: _____
Please Print

Date: _____

Address: _____

Telephone: _____ E-mail _____

Delaware Center for Horticulture

By: _____
Erica Razze, Special Events Coordinator

Date: _____

SCHEDULE A

(To be filled out by the client to the best of your ability and updated as information is confirmed.)

Name of Client(s): _____

Name of Organization/Company: _____

Address of Client(s): _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

E-Mail Address: _____

Date of Event: _____

Hours of Event: _____

Type of Event: _____

Guest #: _____

Caterer: _____

Costs

(a) Base Rental Fee (# of hours rented X \$250) \$ _____

(b) Damage Deposit (refunded if no damage) \$ 500

(c) Reservation Deposit (secures date) \$ _____

(e) TOTAL BALANCE DUE \$ _____

Check# _____ Credit Card # _____ Exp Date _____

Name as it appears on Credit Card _____

CV CODE: _____ BILLING ZIP CODE: _____