

# Rental Contract

**Red Butte Garden** is a non-profit “living museum” devoted to the display, research and interpretation of plants from all over the world. Through the rental of the Orangerie, the Garden is striving to increase awareness of the Garden as well as to raise funds for its operation. The Renter understands that Red Butte Garden is a museum of unique and carefully maintained plant collections and agrees to respect the plants, grounds, buildings and exhibits.

## ✓ Rental Fees

May – October	Monday – Thursday	Friday or Sunday	Saturday
Morning - 9 am to 2 pm	\$1,000	\$1,500	\$2,000
Evening - 5 pm to 10 pm	\$2,500	\$3,000	\$3,500

(Saturday rates will apply to all events booked on holidays)

November – April	Monday – Thursday	Friday or Sunday	Saturday
Morning - 9 am to 2 pm	\$ 750	\$1,000	\$1,000
Evening - 5 pm to 10 pm	\$1,500	\$2,000	\$2,000

## ✓ Rental Fees Include

- Use of the Orangerie, including the adjacent East and West Patios.
- 2 hours before and 1 hour after the event to provide time for set up and clean up.
- Tables and chairs for up to 140 guests. (Fifteen 60” rounds, ten 6’ buffets, six 30” round 42” high pedestal tables and six 36” rounds).
- The admission fee for all guests to visit the Garden during the event.
- Red Butte Garden will be staffed with regular personnel during your event. During the course of your event, should customer service or other assistance be required, regular staff will be available to assist.

## ✓ Payment Schedule

- Events are confirmed with a reservation deposit equal to 50% of the rental fee and a Rental Contract signed by both the Renter and the Event Coordinator.
- The balance of the rental fee plus a \$300 damage deposit is due 30 days before the event.
- The damage deposit minus any necessary deductions for damaged property, disruption of botanical exhibits, excessive clean-up requirements, and/or overtime fees will be returned within 30 days of the event. If part or all of the damage deposit is withheld, an explanation will be sent within 30 days of the event.
- Red Butte Garden reserves the right to cancel the Rental Contract if the balance is not paid when due.

## ✓ Cancellation Policy

- Reservation deposits are non-refundable upon cancellation.
- In the event Red Butte Garden is able to rebook the cancelled date, the Garden will refund the reservation deposit less a 20% administrative fee. Refunds are not processed until after the date of the event. All event cancellations must be submitted in writing.
- Changing a date is treated as a cancellation and rebooking, therefore the above penalties will apply.
- Any cancellation made 30 days or less prior to the event will result in the forfeiture of the entire rental fee.

## ✓ Overtime, Clean-Up, and Damage Fees

- The Botanical Exhibit in the Orangerie may not be moved, rearranged or otherwise disrupted. No decorations or lights may be placed on the plants or their containers. Movement of potted plants by anyone in your party or by any of your vendors will result in forfeiture of the \$300 damage deposit.
- An overtime fee of \$300 per hour will be charged for events remaining in the Garden past their contracted time.
- The Renter will be held responsible for the behavior of their guests and all their vendors. If the Garden is not left clean and undamaged the Renter will pay all costs of clean up and repair.

# Rental Contract

## Catering – Red Butte Garden’s Exclusive Caterers

<i>An Exquisite Affair</i>	801-278-7341	www.exquisiteaffaircatering.com
<i>Cuisine Unlimited</i>	801-268-2332	www.cuisineunlimited.com
<i>Culinary Crafts</i>	801-355-6575	www.culinarycrafts.com
<i>Diamond Creations</i>	801-988-2000	www.diamondcreationsspecialties.com
<i>Good Day Catering</i>	801-532-7829	www.gooddaycatering.com
<i>Have Party Will Travel</i>	801-269-8400	www.havepartywilltravel.com
<i>Rico Catering</i>	801-463-6390	www.ricomarket.com
<i>Utah Food Services</i>	801-531-0226	www.utahfoodservices.com

- All food and beverage service, including alcohol, must be provided and served only through one of the Garden’s Exclusive Caterers. Outside food or catering is not permitted.
- Red Butte Garden requires the caterer to provide the set up and clean up of the event and remain present during the event to supervise the food and beverage service and trash removal.
- The Renter must be prepared to meet all catering-related costs. Catering fees vary depending on the specifics of the event. When pricing caterers be sure to take the following into consideration: the per person cost for the menu, the rental fee for linens and dishes, service personnel, taxes, gratuities, and any additional service fees such as set-up/clean-up fees, corkage, or transportation fees.
- Events serving alcohol must sign the “Alcohol Service Request – Addendum to The Rental Contract.”

### ✓ **Flowers and Decorations**

- Flowers and decorations may be arranged through the florist of your choice.
- Decorations are allowed in the Orangerie and the adjacent patios. However, decorations are not allowed in the parking lot, visitor center, or any other garden location.
- Table decorations and free standing decorative elements are permitted. Outdoor décor must be sturdy enough to withstand wind. Tape or other fasteners may not be used to place anything on the walls, doors, windows or other any other fixtures.
- Candles must adhere to fire code standards, and are subject to the Garden’s approval. All candles must be contained in a glass container taller than the top of the candle flame.
- Balloons and balloon releases are prohibited in the Orangerie or any Garden location.
- The use of glitter, confetti, or any other product that is difficult to clean up is not permitted.

### ✓ **Music and Entertainment**

- The Orangerie features a iPod plug-in, 5-Disc CD player and a microphone, which is available at no extra cost to the Renter.
- You may hire the musician(s) or DJ of your choice.
- There are several electrical outlets throughout the Orangerie. You will need to arrange for your own extension cords, 25-50 feet is adequate.
- Please keep the sound at an acceptable level for other visitors. Red Butte Garden reserves the right to require the volume be turned down during the event.

# Rental Contract

## ✓ Before the Event

- It is your responsibility to inform your vendors of the Garden's rules and regulations. Please provide your vendors with a copy of the *Vendor Regulations Form* so that they are aware of the event policies.
- Return the *Participating Vendors Form* to the Event Coordinator approximately two weeks prior to the event.
- The Botanical Exhibit in the Orangerie may not be moved, rearranged or otherwise disrupted. No decorations or lights may be placed on the plants, in or on their containers. Movement of potted plants by anyone will result in forfeiture of the Renter's \$300 damage deposit.
- No property may be delivered to the Garden prior to your two-hour set-up time.
- Deliveries shall stop at the Visitor Center to notify us of their arrival and receive directions to the service gate.
- The service gate must remain closed at all times.

## ✓ After the Event

- No property may be left at the Garden after the one-hour clean-up time.
- All decorations, equipment and personal items must be removed following the event.
- If the vendor is unable to remove their equipment after the event, it is the Renter's responsibility to remove them and return them to the vendor.
- The Garden is not responsible for any items left behind or lost at the Garden. Due to lack of storage space, these items will be donated to charity.
- The Garden and its facilities must be left clean and undamaged. In the event of damage, the Renter will pay all costs of repair.

## ✓ Other Policies

- The Orangerie is reserved exclusively for your event, however the rest of the Garden will remain open to the public during regular hours.
- Any children attending the event must be properly supervised by an adult at all times.
- All guests must stay on the pathways and out of the planting beds.
- No sparklers, fireworks, fires, or barbecues of any kind are allowed.
- The Garden is a smoke-free environment. Guests wishing to smoke may do so on the east patio of the Orangerie 25 feet from the access/exit doors.
- No pets, animals, sports or games of any kind are allowed in the Garden.
- Rental tents or canopies are not permitted in any Garden location.
- The Renter agrees that should any questionable circumstance arise during the event, the representative of Red Butte Garden shall be the final arbiter. Red Butte Garden reserves the right to stop functions that violate the terms set forth in this policy. Under those circumstances, visitors may be asked to leave the premises, and the reservation fee will be forfeited.
- Garden enhancement and maintenance are year-round, on-going processes-parts of the Garden may be under development during your event.

# Rental Contract

## Garden Usage Criteria

- First priority will be given to Red Butte Garden events. Thereafter, priorities will be established on a first come, first serve basis.
- Use of the Garden must be consistent with the purposes for which it was constructed or with the purposes and functions of the University of Utah as deemed appropriate by the Garden Appeals Committee.
- The use must not violate any applicable law or regulation. The use must not place the Garden, participants, or spectators above an acceptable level of risk or harm, damage, or injury as determined by Red Butte Garden.
- Garden facilities may not be rented for any function that may conflict with the interests or mission of the Garden or University.
- The Renter is responsible for the activities and conduct of attending participants and anyone working for the Renter or acting as an agent of the Renter while in the Garden.
- Renter and participants must comply with all applicable laws, ordinances, and statutes.
- Mistreatment of persons or property, or violation of University regulations and policies, may constitute justification for denial of future requests from the same individual, organization or group.
- Red Butte Garden and the University of Utah are committed to policies of equal opportunity, affirmative action and nondiscrimination. The University seeks to provide equal access to its programs, services and activities for people with disabilities. Reasonable prior notice is needed to arrange accommodations. Red Butte Garden will neither grant nor deny permission to use Garden facilities for any reason that is in violation of constitutional standards or discriminates on the basis of race, color, ethnic origin, sex, sexual preference, religion, handicapped status, age, political belief or other impermissible basis.

## Indemnification

The Renter shall hold harmless, defend and indemnify the University of Utah (University) and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Contract by Renter (b) Renter's use of University premises, or (c) any act, error, or omission on the part of the Renter, or its agents, employees, guests, invitees or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University, its officers, employees or agents.

## Insurance

Event liability coverage is the Renter's responsibility. The Renter may be required to secure Commercial General Liability insurance with limits of at least \$1,000,000 and which names the University of Utah as an additional insured.

## Garden Appeals Committee

Anyone objecting to the denial of a reservation request, the assessment of fees, or out-of-pocket expenses has the right to appeal the denial or assessment to the Garden Appeals Committee. The appeal shall be in writing and expedited as reasonably required. The Garden Appeals Committee is comprised of the Vice President of University Relations, University Director of Community Relations, and the Director of Red Butte Garden. The committee will consider only major changes in policy and unusual use requests submitted for approval by the Visitor Services Director for Red Butte Garden. The Vice President for University Relations will communicate the decision to the Visitor Services Director who will proceed as directed.

# Rental Contract

Date of Event: \_\_\_\_\_

Time of Event (start): \_\_\_\_\_ (end): \_\_\_\_\_

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: (work) \_\_\_\_\_ (cell) \_\_\_\_\_ (fax) \_\_\_\_\_

Address: \_\_\_\_\_ (E-mail) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Anticipated Number of Guests: \_\_\_\_\_

Will alcohol be served? \_\_\_\_\_

If yes, the Renter must sign the "Alcohol Service Request Addendum to the Rental Contract."

The Renter agrees to pay the rental fee of \$ \_\_\_\_\_ plus a \$300 damage deposit.

I have read and agree to conform to and/or enforce the terms set forth in the Rental Contract. As the Renter, I hereby agree to be personally responsible on behalf of myself/my organization for any damage sustained at Red Butte Garden caused during my event. This contract is not valid until signed by both parties. All changes to this agreement must be in writing.

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Red Butte Garden Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

How did you hear about us?  Word of Mouth  Garden Visitor  Attended Another Event  
 Red Butte Garden Website  Other

# Rental Contract

## ALCOHOL SERVICE REQUEST ADDENDUM TO THE RENTAL CONTRACT

PERTAINING TO THE SERVING OF ALCOHOL IN UNIVERSITY OF UTAH FACILITIES  
RENTED BY PRIVATE PARTIES FOR EVENTS HOSTED BY PRIVATE PARTIES

This Alcohol Service Request Addendum to the Rental Contract Agreement (this "Addendum") is entered into by the University of Utah, on behalf of Red Butte Garden and the undersigned renter ("Renter"), and amends the Rental Contract between the Parties. By completing and signing this form, you are requesting permission from the University of Utah to serve alcoholic beverages at your Event. The serving of alcoholic beverages at private events is subject to our approval and is permitted only on a case-by-case basis. When you complete, sign, and initial this form where indicated, and return this form with your signed Rental Contract, we will forward your request to the University of Utah administration ("Administration"). Our signature on this Addendum evidences that you have been granted permission by the University of Utah to have alcohol served at your Event, subject to all of the following terms and conditions.

1. A certified, licensed and bonded bartender employed by one of Red Butte Garden's Exclusive Caterers must handle, transport and serve all alcoholic beverages served at your event.  
*Your initials:* \_\_\_\_\_
2. All alcohol service and consumption must comply with Utah state liquor laws.  
*Your initials:* \_\_\_\_\_
3. Employees of Red Butte Garden may not have any contact with the alcoholic beverages served at your Event and may not serve any alcoholic beverages to any guest of your Event.  
*Your initials:* \_\_\_\_\_
4. Alcohol may be served from \_\_\_\_\_ until \_\_\_\_\_.  
*(Alcohol service must end 1/2 hour prior to the end of the event.)*  
*Your initials:* \_\_\_\_\_
5. During the Event, the Orangerie must be available only to your invited guests.  
*Your initials:* \_\_\_\_\_
6. No University of Utah students under the age of 21 may be present at the Event, unless they are family members or invited guests and the event is sponsored and planned solely by private individuals.  
*Your initials:* \_\_\_\_\_
7. No alcohol may be served at an event if the Renter is a University of Utah employee and the attendees at the Event are primarily University of Utah employees.  
*Your initials:* \_\_\_\_\_
8. Only the Orangerie may be used for service of alcohol during your Event.  
*Your initials:* \_\_\_\_\_
9. Only the following alcoholic beverages may be served:  
white wine, champagne, beer, red wine, and *(list any other permitted alcoholic beverages)*

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You may not advertise that alcohol will be served at the Event.

*Your initials:* \_\_\_\_\_

# Rental Contract

## ALCOHOL SERVICE REQUEST ADDENDUM TO THE RENTAL CONTRACT

10. There may be no charge of any kind for alcoholic beverages served at the Event or for entry to the Event.  
*Your initials:* \_\_\_\_\_
11. We reserve the right (but shall not be obligated) to end alcohol service and/or the Event at any time if we determine that any of the rules contained in this Addendum have not been completely and fully complied with or if we determine that any problems are arising in connection with the serving of alcohol at the Event.  
*Your initials:* \_\_\_\_\_
12. In addition to the insurance requirements set forth in the Rental Contract, Red Butte Garden's Exclusive Caterers' have provided to us a certificate of insurance for Liquor Liability insurance with limits of at least \$1,000,000, that lists the University of Utah as an additional insured. Such Liquor Liability insurance policy shall be endorsed to be primary and not contributing to any other insurance maintained by us. Please note that it is routine for the caterer that will be serving alcohol to provide this certificate of insurance. These insurance requirements are the minimum requirements and shall not be considered indicative of the ultimate amounts and types of insurance needed by Renter or caterer or a limitation of liability in the event of any claim.  
*Your initials:* \_\_\_\_\_
13. **You agree to comply with, and to cause the Event to comply with, all of the foregoing provisions. In addition, you agree to hold harmless, defend and indemnify the University of Utah for any claims, injuries, causes of action, damages or expenses whatsoever resulting from or arising out of the service or consumption of alcohol at the Event or any failure of the Event to comply with any of the provisions of this Addendum.**  
*Your initials:* \_\_\_\_\_
14. This Addendum shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws. In the event of any conflict, inconsistency or discrepancy between the provisions of the Rental Contract and this Addendum, the terms of this Addendum shall govern. If Renter is an entity, the individual who signs this Addendum on behalf of Renter represents and warrants that he/she is duly authorized to execute this Addendum on behalf of Renter and that no other signature, act or authorization is necessary to bind Renter to the provisions of this Addendum.  
*Your initials:* \_\_\_\_\_

By signing below, and initialing where indicated, the undersigned individual acknowledges that he/she has read and understands this Alcohol Service Request Addendum to the Rental Contract.

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Red Butte Garden Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**If Renter is an Entity:**

\_\_\_\_\_  
Legal Name of Entity

\_\_\_\_\_  
Title of Person Signing on Behalf of Renter

# Participating Vendors Form

Please complete and return to Event Coordinator  
14 days prior to the event.

Renter: \_\_\_\_\_

Date of event: \_\_\_\_\_ Time of event: \_\_\_\_\_

	<u>Name</u>	<u>Phone Number</u>	<u>Arrival Time</u>
Caterer:	_____	_____	_____
*Florist:	_____	_____	_____
*Musician/DJ:	_____	_____	_____
*Other Vendor:	_____	_____	_____
*Other Vendor:	_____	_____	_____

Rental Company: \_\_\_\_\_

Additional equipment rented:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*I have provided these vendors with a copy of the Vendor Regulations form.** \_\_\_\_\_ *(please initial)*

# Vendor Regulations

*Please Provide a Copy of This Form to Your Vendors.*

## ✓ **Before the Event**

- The Botanical Exhibit in the Orangerie may not be moved, rearranged or otherwise disrupted. No decorations or lights may be placed on the plants, in or on their containers. Movement of potted plants by anyone will result in forfeiture of the Renter's \$300 damage deposit.
- No property may be delivered to the Garden prior to your two-hour set-up time.
- Deliveries shall stop at the Visitor Center to notify us of their arrival and receive directions to the service gate.
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- Balloons and balloon releases are prohibited in the Orangerie or any Garden location.
- The use of glitter, confetti, or any other product that is difficult to clean up is not permitted.

## ✓ **Music and Entertainment**

- There are several electrical outlets throughout the Orangerie. You will need to arrange for your own extension cords, 25-50 feet is adequate.
- Please keep the sound at an acceptable level for other visitors. Red Butte Garden reserves the right to require the volume be turned down during the event.

*Any questions? Please contact Red Butte Garden's Event Coordinator at (801) 585-9563.*