

Mendocino Coast Botanical Gardens
707-964-4352 X 21
Dorothy Ramos, Wedding Coordinator
E-Mail: weddings@gardenbythesea.org

WEDDING/COMMITMENT CEREMONY AND/OR RECEPTION CONTRACT

Name of Client: Bride: _____ Groom: _____

Other: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ E-Mail _____

Contact Person and Phone Number on day of event: _____

Date of Event: _____ Start Time: _____ End Time: _____

Number of guest's _____ Count all persons, excluding the Bridal Party and Officiate

Please indicate the area you would like to reserve:

Dahlia Garden: \$ _____ Vegetable Garden: \$ _____ Meadow Lawn: \$ _____

Cliff House: \$ _____ Event Lawn: \$ _____ Elopement Site (under 10 persons): \$ _____

Ocean Bluff Site: \$ _____

Please refer to the Gardens' Wedding Brochure or our website for specific details of the rental fees. Some fees may be negotiated for combination of Sites for Ceremony and Reception. Additional fee of \$10.00 per guest will apply over 150 guests. (_____)

Initial

This Contract is entered into by Mendocino Coast Botanical Gardens and _____
_____ (Client) for the purpose of renting a site within the Garden for a Wedding Ceremony, a Commitment Ceremony and/or Wedding Reception.

This signed contract and a \$500.00 damage/security deposit and the Site Fee are required to reserve the site of which \$350.00 is non-refundable if the event is cancelled up to one month prior to the event date. If the event is cancelled within one month prior to the date, the full \$500.00 deposit is non-refundable.

The damage/security deposit will be refunded, less any charges, to the Client after inspection by Gardens' Staff within 30 days of the event. If there is loss or damage exceeding the deposit, client agrees to pay the balance immediately.

The Client agrees to the following terms and conditions:

- Provide to the Garden a Certificate of Liability Insurance which names as insured and indemnifies both Mendocino Coast Botanical Garden and Mendocino Coast Recreation and Parks District in the amount of \$1,000,000.00 for single event for bodily injury, death and other losses or damages. If satisfactory evidence of insurance is not received by the Garden at least two weeks prior to the event, Garden may, at its option, cancel this contract, less the deposit. Insurance can be arranged through your home or business insurance carrier or through the agencies on the Vendor List, or a one day event provider on line. Gardens shall not be liable for any damage or injury to client, or any other person, occurring on the property. Client agrees to indemnify, defend and hold harmless the Garden and Mendocino Coast Recreation and Parks District for any Liability costs (including reasonable attorney fees), claims for death, personal injuries or property damage caused by the negligence, willful or intentional act of the client.
- To hold the Gardens harmless for its inability to perform this agreement if prevented from so doing by circumstances beyond its control. In said event, Gardens' liability will be limited to returning amounts previously deposited by client.
- To be responsible for damages caused by client's negligence and that of client's guests. Client shall not commit or allow any person to commit any act resulting in destruction, defacement, damage, impairment, or removal of any part of the premises.
- To engage a wedding or event coordinator for the reception and said coordinator are present at the set-up, day of the event, and clean-up.
- To contain the event to the designated area. Guests are welcome to mingle in the Gardens during operating hours (until 6:00pm) when they must return to the designated event area.
- To ensure that guests begin to leave at the agreed time as stated in the contract. Events going past sunset must provide lighting for the safety of their guests. Out of respect to our neighbors, music must end no later than 10:30 pm.
- To arrange rental, set-up and removal of tables, chairs, glasses, dishes, utensils, linens, etc. to be used for the event. Please note that all items must be stacked neatly in the designated location for pick-up the same day, or before 10.00am the following day, unless other arrangements have been made with the Gardens. The event site and parking lot must be returned to their pre-event condition. Setup must be the day of the event, with the exception of a tent on the event lawn.
- To obtain prior consent from the Gardens coordinator for any decorations. Floral arrangements may not be gathered on Gardens' property. Decorations used on the Pergola in the Dahlia garden must be secured by tape or florist wire. No nails, staples, tacks may be used. Client will have up to 2 hours before and after the ceremony for decorating and removal of decorations.

- To limit music to acoustical (no amplification) until 5:00pm. Please be aware that electricity is not provided at all sites although client is allowed to use generators at certain sites after 5:00pm.
- To be responsible for all guests during the event. If you have handicapped or elderly guests, arrangements can be made with the Gardens' wedding coordinator to have them driven to the site.
- To adhere to the Gardens "No Smoking Policy". Smoking is not permitted within the Gardens. A designated smoking area will be allowed in the event lawn area during a reception, with prior approval from the Garden.
- To inform your guests that parking is in the designated areas only as shown on the map. For events larger than 75 guests, a \$25.00 per hour fee will be charged for a parking attendant. The Attendant will guide wedding guests where to park.
- Flower Petals or bubbles may be used. No rice, seed, confetti or other materials.
- To remove all garbage and recyclables from the premises at the end of the event.
- **Gardens agree to arrange for and provide the following:**
 - Gardens staff will mow the area before the event and clear any debris.
 - Gardens staff will put out signage informing your guests where to park and along the appropriate pathway to your event.
 - Gardens will arrange for the rental of an appropriate number of portable toilets for all events with 25 or more participants, passing the cost of same to the client.
 - Gardens will provide a liaison at all events and will pass additional cost on to the client if applicable.
 - The Gardens will arrange for security for all events serving alcoholic beverages and all events that extend beyond 6:00 pm. Alcoholic Beverages must consist of Wine, Champagne, or Beer and may only be consumed in the designated event site area. Guests must not wander the Garden with any alcohol.
 - If number of persons (except bride, groom, officiate, musicians) exceeds 150 additional fees will apply.
 - Parking attendants will be provided for events of 75 persons or more. The cost of \$25.00 per hour will be passed on to the client.
 - **THE GARDENS HAVE THE RIGHT TO END ANY EVENT IF CLIENT OR its GUESTS FAIL TO COMPLY WITH THESE TERMS AND CONDITIONS.**

NO AMENDMENTS TO THIS AGREEMENT CAN BE MADE UNLESS PLACED IN WRITING AND SIGNED BY BOTH THE CLIENT AND THE GARDENS.

I HEREBY AGREE TO THE TERMS OF THIS CONTRACT:

Client: _____ Date: _____

Client: _____ Date: _____

(For use by the Gardens)

\$500.00 deposit received: _____

Reservation confirmed: _____

Site Fee received: _____

Additional Fee: _____

Cash: _____ Check: _____

Credit Card: _____ # _____

Amount: \$ _____

Exp. Date _____

Zip Code: _____

Sec. Code: _____

Liaison Assigned: _____

Deposit Returned: _____