



536 North Eastern Boulevard • Post Office Box 53485 • Fayetteville, NC 28305 • 910 486 0221 Fax 910 486 4209 • www.capefearbg.org

Your Special Day at the Garden ...

Cape Fear Botanical Garden is a wonderful setting for your special event. The Garden is a 501(c)(3) non-profit living museum funded by private donations and created for the education and enjoyment of the community. Its buildings and gardens are unique and their protection is the responsibility of staff, volunteers and guests.

Terms and Conditions

Though we provide wonderful facilities with delicious food for social and corporate events, we are first and foremost a botanical garden and beauty is a major focus. To maintain the beauty and integrity of the landscape as well as the experience of all visitors to the Garden, we have established policies and procedures for facility rental detailed below:

Appearance of the Garden: No guarantee can be made by the Garden regarding the type, color or quantity of plants in bloom in the Garden at any given time. Flowerbeds are usually replaced with seasonal annuals in late spring and autumn with every effort to keep the Garden beautiful at all times, weather permitting. The Garden shall have no liability to the client or any other person for the appearance of the Garden or the various exhibits on display.

Garden Admission: For events booked during the Garden's normal operating hours of 10 am to 5 pm, Garden admission is complimentary for guests attending your private event. The Garden is open to the public Monday through Saturday from 10 am-5 pm and on Sunday from noon to 5 pm. Mid-December through February, the Garden is closed on Sundays. **Please note:** as the Garden is open to the public during the above hours, there is no guarantee of complete privacy during these times. However, "Quiet Private Party in Progress" signs will be posted near your event.

Public Events: Garden admission during the Garden's normal operating hours of 10 am-5 pm is not included for facility rental events that do not have a defined guest list or events where the public is invited, if the guest count is expected to exceed capacity for the rented facility. Client must consult with Facility Events Coordinator to determine if a private rental for a public event is appropriate for the Garden, and if Garden admission will be included. As with scheduling of events, the Garden reserves the right to determine this on a case-by-case basis.

Marketing Materials: All advertising material used to publicize a facility rental event, including all media types as well as in-house flyers, posters, postcards and similar communication vehicles, as well as proper usage of the Garden's logo, must be reviewed by the facility rental department prior to distribution and/or publication. Marketing materials may not be released by the client until written approval is received. The client should allow at least two weeks after the material is submitted for this internal review.

Food and Beverage/Alcohol Service: All food and beverages provided and consumed on the premises are supplied by the Garden's preferred caterers. All alcoholic beverages must be kept within the rented area. The ABC laws of the State of North Carolina must be strictly adhered to. The caterer will provide bartenders that are qualified in social mixed drink policy. All persons consuming alcohol must carry a valid driver's license, special ID card or non-operators issued by a state governmental agency, military ID or Passport. Food and alternative beverage must be available for the duration of the event. It is the responsibility of the licensed alcohol server to curtail service of alcoholic beverages when necessary. The Garden staff may curtail service of alcoholic beverages to anyone on the premises at anytime.

The NC ABC laws require a Limited Special Occasion Permit to be obtained per event by the responsible party. The permit can be applied for online at www.ncabc.com/permits. The permit and \$50 fee is the responsibility of the renter and a copy of the permit will be given to CFBG and the preferred caterer 14 days before the event for the file. The original permit must be available for display at the event per NC ABC law.

_____ **initial**

Security: The Garden does not tolerate the presence of illegal substances, fireworks, fire arms or other weapons. We reserve the right to call proper legal authorities if anyone is found possessing illegal substances or weapons on Garden grounds. Security will be on duty at all functions serving alcohol to 100 guests or more and the fee charged to the specific event. In addition, we reserve the right to require that security is present when the event is for youth 18 years old or younger.

Entertainment: The Garden allows music to be played both indoors and outdoors. Music played outdoors cannot exceed reasonable levels in volume. Garden staff reserves the right to ask performers or DJ's to reduce volume at any time.

Fire Prevention: Smoking is NOT permitted indoors or on the Garden grounds. Lighted candles are allowed only on tables and must be enclosed in glass. **NO OPEN FLAMES ARE ALLOWED.**

Capacity: The Fire Marshall sets the maximum capacity. The client shall not admit to the premises a larger number of people than can safely and freely move about in the rented areas. The client will permit no chairs or moveable seats to be, or remain, in any passageway and will keep all passageways clear at all times; no portion of the sidewalks, grounds, entries, passages, vestibules, halls or ways of access to the building may be blocked. All doorways must be kept free of all obstructions.

Parking: All vehicles, including those of guests, vendors and wedding parties, must be parked in one of the visitors' parking lots. Assistance by golf cart may be available for anyone with special needs with prior arrangements for a fee. All vehicles must be removed from the parking lot at the end of the event or they will be locked in our parking lot overnight. The Garden is NOT responsible for any vehicles left overnight. If a vehicle is left overnight, it must be removed by 11:30 am the following day or it will be towed at the owner's expense.

Pets/Animals: Pets and other animals are not permitted on the Garden grounds at anytime except service dogs. Service dogs will remain on a leash at all times.

Drop off/Pickup for the Great Lawn: The Garden does not offer parking at the Great Lawn. Bridal parties/vendors may use the service road to access the designated loading zone only for drop off/pickup and are restricted to 2 vehicles at a time. The loading zone is reserved for unloading and loading only and vehicles will be permitted to access the service road as allotted spaces are vacated. All vehicles must be returned to designated parking lots prior to event start time.

Clients are responsible for making arrangements for any guests that need to be dropped off and/or picked up via the service road as outlined above. Golf Carts are available for \$25.00 an hr. and the Garden provides the driver to comply with insurance policies.

Vendors/Bridal Parties: Vendors (florists, bakers, musicians and other rental contractors, etc.) must adhere to these Terms and Conditions. **Vendor adherence to established Terms and Conditions is the client's responsibility. A Vendor List must be completed and returned to the Garden 60 days prior to an event. Vendors may enter the Garden and begin to set up or install items during the agreed set up period and not before.** The contracted Facility Rental Fee provides for a two hour set-up with ceremony and reception rental, an event of contracted length per published guidelines, and a one hour break-down with reception rental.

Bridal parties and wedding coordinators may not arrive earlier than their setup time. Any vendor, bridal party member, wedding coordinator and/or other guest arriving early to begin setup before the designated setup time will be asked to return at the appropriate setup time or will be in violation of these terms and conditions. Any violation of the terms and conditions may result in a penalty charge, the amount of which will be determined by the Garden.

When not loading or unloading, all vendors must park in one of the service parking spaces. All floral displays must be placed on saucers or protective covers when on tables or other surfaces within the facility. All decorations and preparations brought into the Garden for your special event must be removed by the end of your contracted rental time. Dressing rooms for musicians are available adjacent to the Bridal Suite. Any violation of the terms and conditions may result in a penalty charge, the amount of which will be determined by the Garden.

_____ **initial**

Rental items: In approved designated areas, a client may rent a tent from our preferred vendor. A client desiring to rent a tent larger than 40x60 feet must notify the Garden for approval prior to contracting with a vendor to ensure that adequate setup and breakdown time is available. At client expense, tents erected outside the Orangery and Grand Hall must be staked with rain barrels and should be affixed to the Gardens tent with a seamless gutter. All rental item deliveries and pickups must be coordinated through the facility rental office. The client is responsible for coordinating and securing appropriate lighting and sidewalls for the rented tent. Any additional expenses incurred due to vendor charges for weekend delivery or pickup and setup/breakdown fees of rented equipment are the client's responsibility. The Garden is not responsible for the setup or breakdown of the rental items, and the Garden reserves the right to determine appropriate setup and breakdown times for rental items based on previously scheduled events.

The City of Fayetteville laws require a Permit to be obtained for the use of tents and air supported structures having an area in excess of 200 square feet or a canopy in excess of 400 square feet. The permit can be applied for at City Hall, 433 Hay Street, Fayetteville, NC 28301. The permit and \$75 fee is the responsibility of the renter and a copy of the permit will be given to CFBG 14 days before the event for the file.

Audio Visual Equipment: Each facility has a specific list of audio visual equipment available for rental. The client must inform a Facility Events Coordinator of the specific equipment needed for an event prior to arrival to ensure the equipment is available and in working order. A Garden representative will be available to assist the client with audio visual equipment before the event begins; however, the Garden does not provide technicians to support audio visual equipment during events. It is the client's responsibility to know and operate their laptop computer. The Garden strongly recommends that new clients test their laptop computer with the audio visual equipment in our facility no later than one day prior to the event to familiarize themselves with the Garden's equipment. The client must arrive no later than one hour prior to the scheduled event start time to test audio visual equipment in the rental location. If the client arrives later than one hour prior to the scheduled event start time and a test was not performed the day prior, the Garden cannot be held responsible for any issue connecting to the Garden's equipment. The rental spaces offer two laptop computer connections: one connection is located at the podium and the second connection is in the rear of the room. The client must decide which connection is desired prior to the day of the event to provide the Garden adequate time to prepare the venue.

Maintenance and Clean-up: The client is responsible for cleanup. Whatever comes in must come out. Furnishings may not be moved or removed by clients or vendors. The client and the client's guest or vendors are responsible for the removal of all personal property at the end of the event. Please check dressing rooms, restrooms and other areas, both indoors and outdoors, for personal belongings and decorations. Please be sure that all floral decorations are removed. The Garden is not responsible for items left behind and the client may be charged a clean-up fee if necessary.

Weddings

Rehearsals: All ceremonies booked at CFBG include a wedding rehearsal. Time is limited to one hour and arrangements must be made in advance. A Garden representative must be on duty and a \$50 hourly charge will be added if the rehearsal is scheduled before or after Garden hours.

Wedding Party Dressing Areas: Wedding parties that are renting the Orangery for an event will have the use of the Bridal Suite for dressing. Wedding parties are restricted to public restrooms located near their rented site. Use of other facility restrooms for this purpose may result in assessed fees for cleaning or inconvenience to other rental clients/visitors and fees may be withheld from the security deposit.

Ceremonies: Due to multiple events occurring simultaneously, music must be at reasonable levels for all ceremonies. The client must inform the Facility Events Coordinator of the type of music being performed at the ceremony and it is at the sole discretion of the Garden as to what is acceptable. Any violation of this policy may result in the interruption of the wedding ceremony and a penalty charge, the amount which will be determined by the Garden. **Evening ceremonies are scheduled at 6:00 pm unless the client receives written approval from the Facility Rental office to begin at a later time.**

_____ **initial**

Ceremony Rain Plan: All outdoor ceremonies must have a backup plan in case of inclement weather. The Events Coordinator can provide rain plan options. The Events Coordinator must be notified of changes to the ceremony set up, due to inclement weather, by 2 pm on the day of the event to guarantee Garden operations staff availability. After 2 pm, the client may be required to make their own changes due to multiple events requiring staff support. In the event of severe weather, to assure guest safety, the Garden reserves the right to make the final decision on using the rain plan for your event.

Releases: The use or release of balloons is strictly prohibited on the Garden property at any time. The release of butterflies or doves is allowed at any time during the contracted rental time or associated set up and breakdown periods in outdoor locations.

Photography and Portraits: Photographs may be taken within the area contracted for the wedding ceremony or reception during the client's set-up or agreed upon rental time. A one-hour portrait session for bridal portraits or engagement photos is included with the rental fee for events that include both a ceremony and reception and must be coordinated with the facility rental office in advance. Portrait sessions must be scheduled Monday-Friday from 9 am-4pm. A Garden representative must be on duty during the portrait session and an hourly charge may be added if scheduled before or after Garden hours. The portrait session is available for an extra charge if the ceremony is not held on the grounds and is scheduled through the admissions office.

Departure: The departure of the Bridal couple may be celebrated with bubbles or the outdoor tossing of real flower petals and birdseed. Rice, sparklers, silk flower petals, confetti and aerosol confetti are NOT permitted. Please contact the Garden if you have questions concerning what is appropriate for departure.

Fees

Security Deposit: A Security Deposit of \$500 is required with the signed contract and will be expended by the Garden for damages incurred to the Garden by the client or the client's guests or vendors. If no damages occur and no repair is needed, the Security Deposit will be refunded in 4 weeks after the event. In the event that damages exceed \$500, the cost to repair these damages will be billed to the responsible party. Payment for these expenses will be due no later than 10 days following the date of the invoice.

Facility Rental Fee: The Facility Rental Booking fee is 25% of the total Facility Rental Fee for an indoor rental and is non-refundable. This fee must be paid at the time of booking and provided along with a signed contract and a signed copy of these terms and conditions. The Facility Rental Booking Fee for an outdoor ceremony only is \$400. The Facility Rental Fee balance is due in full 60 days prior to the date of the contracted event(s). For events booked less than 60 days in advance, all fees are due with the signed contract.

At the Garden's discretion, the length of the event may be extended beyond published guidelines for an additional fee contracted at least 60 days in advance. Any additional time used and not contracted in advance will be charged at the rate of half the full facility rental fee for each additional hour or part thereof.

Cancellation of Reservation/Forfeitures: A reservation may be cancelled at the discretion of the Garden if a signed contract is not returned within two weeks of issuance, if a contract is returned without the required signatures or Security Deposit, or if the contracted Facility Rental Fee is not paid in full 60 days prior to the event. In this last instance, the client forfeits the Facility Rental Booking Fee.

Cancellation of reservation by the Client will result in forfeiture of the Facility Rental Booking Fee. Cancellation of the event within 7 days of the event will result in forfeiture of all paid fees. Cancellation due to deployment for military personnel, the Garden will require a copy of the official orders for a refund minus the 25% booking fee within 4 weeks.

_____ **initial**

Penalties: At the sole discretion and determination of the Garden, penalties and fees may be assessed based on the impact to the Garden or its other visitors for: 1) Failure to remove any signs or decorations placed in or around the Garden. 2) Moving or removal of any furniture or furnishings. 3) Vendor violations. 4) Inappropriate conduct of a client or the client's guests or vendors misuse. 5) Damage to any furniture or structure. 6) Use of facilities not included in the contracted rental space. 7) Damage to any Garden plantings or beds by the client, their vendors or guests due to objects being placed on or around trees, shrubs, or perennials.

Use of nails, screws, tacks, glue, pins and tape are strictly prohibited.

Refunds: The Security Deposit will be refunded (without interest) within 4 weeks following the event, less 1) charges for damages incurred by the Garden by the client, the client's guests or vendors, as determined solely by the Garden or 2) additional cleaning fees incurred by the Garden due to client, guests, or vendor mishaps or 3) held until all outstanding charges for services provided by the Garden or preferred caterer and preferred rental company have been paid. Should the cost of repairs or cleaning exceed the amount of the Security Deposit, the client shall be billed for the difference. The Security Deposit refund will be issued by check or credit to the designated credit card to the client on record on the contract and the client is responsible for informing the Garden of any changes to the mailing address supplied on the facility rental contract.

No deposits or fees will be refunded for events cancelled by the client within 7 days of the event. An exception to this will be made for active duty military personnel who receive orders for a permanent change of station (PCS) or a deployment for 90 days or more. A written notice to the Garden with a copy of his or her military orders is required.

If the Garden is unable to perform its contracted obligations *prior to the commencement of the event* due to the interruption of essential services caused by disaster, inclement weather, government regulation, war, civil unrest or other emergencies of safety and security, the Garden will notify the client immediately upon making this determination, and refund all money held including the Security Deposit within 4 weeks.

Indemnification: The client herein indemnifies and holds harmless, Cape Fear Botanical Garden, its directors and staff from suit, actions, damages, liabilities and expenses in connection with personal injury, illness, or property damage or theft resulting from the use of any facility at the Garden. By accepting the terms outlined herein, the client cannot hold the Garden responsible for failure to provide the basic facilities and services described here due to emergencies, catastrophes or interruptions of public utilities except as described above under "Refunds".

Severability: Invalidity or unenforceability of one or more provisions of the Terms and Conditions shall not affect any other provision of this Terms and Conditions.

PLEASE NOTE:

- Cape Fear Botanical Garden **IS NOT** responsible for finding an offsite location for your wedding in the event of inclement weather.
- Birdseed, fresh flower petals and bubbles may be used. No balloons, sparklers, confetti or rice will be permitted.
- NO spike heels inside the Gazebo.
- Smoking is not permitted anywhere in the Garden.
- NO weapons or decorative weapons of any kind except Military Color Guard for ceremonies. The Military Arch of Sabers/Swords is allowed for ceremonies, cake cuttings and Color Guard.
- Use of alcoholic beverages must comply with all ABC licenses and laws and must be strictly adhered to. The preferred caterer at Cape Fear Botanical Garden is responsible for serving all alcoholic beverages as prearranged in your negotiated contract.
- No fund raising events.
- No high school or college fraternity or sorority events.
- Cape Fear Botanical Garden reserves the right to determine the type of events appropriate for the setting.

_____ **initial**

I certify that the above Terms and Conditions have been explained to me and I agree to abide by these guidelines in the conducting of my special day at the Garden. I understand that it is my responsibility to inform my selected vendors of the Garden's Terms and Conditions.

Responsible Party Signature

Date

**From the staff at Cape Fear Botanical Garden...
Thank you for choosing the Garden for your special day!**

