



EVENT & RENTAL POLICY

INTRODUCTION

We are delighted that you are considering having your event at the West Virginia Botanic Garden (WVBG). This document has been developed to establish uniform policies and procedures for such events.

SITE AMENITIES

The WVBG has several outdoor locations suitable for events, the most accessible being the lawn areas beside the Butterfly Garden, the Shade Garden and the EQT Event Lawn next to the Education and Event Center. Events in other areas require prior written approval. We suggest contingency plans be made in case bad weather makes using the outdoor spaces of the Botanic Garden unsuitable for events.

The Education and Event Center with a Great Room that is approximately 25' x 18' can accommodate approximately forty people, more when the many sliding doors can be opened to the generous deck overlooking the basin. There is a lower level of equal size that opens to a terrace. There is an indoor ADA accessible restroom on the main floor and two ADA public restrooms accessible from the outside on the lower level. A small kitchen on the lower level can accommodate caterers with a microwave, two ovens, a sink, and commercial refrigerator/freezer. There is no cooktop.

One floor of the Education and Event Center can be rented Monday – Friday. The entire building, combined with The EQT Event Lawn can be rented Friday evenings, Saturdays or Sundays. **All guests must leave the premises by 10:30 PM when the gates will be locked.**

Parking is limited to 50 cars in the lower parking lot and up the North side of the access road; the upper parking lot is reserved for regular Botanic Garden visitors during special events. **Event sponsors must supply personnel to direct traffic and assist attendees with parking.** There are spaces for those with disabilities in the lower parking lot and in front of the Education and Event Center.

Please note: The Botanic Garden's neighbor to the northeast is the Mason-Dixon Rifle Club. It is not unusual to hear the sounds of target practice and competitions that are scheduled regularly. For a schedule of their planned events please check their website at <http://www.mdrc-inc.com/> click on the "Club Calendar."

SETUP / CLEANUP

Event sponsors may bring signs, flowers, decorations, religious objects, and related paraphernalia for the event. Guests may shower the bride and groom with bird seed (or other pre-approved option) after a wedding ceremony. All materials brought for the event, including chairs, canopies and other items, must be hand-carried from the parking lot and hand-carried back to the parking lot after the event.

Setup and cleanup must be completed within the time identified on the contract. No preparation may start before one hour after sun-up on the day of the event. Clean-up must be completed within one and one half (1 1/2) hours after the end of the event or no later than 10:30 PM. Decorations cannot be nailed, taped or glued to walls, ceilings and other surfaces. The site and building must be left as found in order to obtain a return of the security deposit. Renters must haul away all trash and garbage.

OTHER POLICIES

The WVBG will remain open to other users during scheduled events.

If a canopy or tent is desired for the event, it may be placed in a mowed turf area only, at a location approved in advance. Any setup and take-down of chairs and canopies are the responsibility of those holding the event.

The Education and Event Center has 150 folding chairs and 16 tables of various sizes available for use with restrictions. Round tables cannot leave upper level/deck of EEC to minimize damages. Tables and chairs must be left in clean, undamaged condition. Must provide your own table linens. Chairs are included with the cost of EEC rental only. Chairs may be rented for outdoor events at the cost of \$3 per chair (folding chairs only). WVBG will not provide staff to set up outdoor chairs, the renter must provide labor to take chairs from EEC storage to site and return them to storage in clean condition after the event.

Sound amplification may be done as long as the sound level is not excessive; in other words, loud enough for the event, but not to be heard elsewhere in the WVBG.

A site supervisor will be assigned to be on-site during the events to ensure all policies are followed.

EVENT FEES	
Education and Event Center + Outdoor *♦❖ (From noon Friday – noon on Sunday) <i>Recommended options for weddings</i>	\$2050
Education and Event Center + Outdoor *♦❖ (Weekend, 1 day only including set-up and cleanup)	\$900
Education and Event Center One Floor Only (Weekday 3+ hours)	\$300
Education and Event Center One Floor Only (Weekday < 3 hours, during business hours)	\$250
Outdoor Use Only/ 1 day (Chairs and tables may be rented for an additional fee)	\$450
Elopement package Outdoor Use Only for Wedding/Event of less than 20 people, standing, for up to 5 hours. Up to 20 chairs may be rented for an additional fee.	\$150
Security Deposit	\$250
Cleaning Fee♦	\$150
Setup is defined as any tables, chairs, portable canopies, etc. brought in for the event by the user. * Refunded after satisfactory post-event inspection ♦ For wedding Events, and additional \$150 cleaning fee will be required, building will be professionally cleaned before your event. On other EEC rentals, a \$150 cleaning fee may be required. EEC rental includes restricted use of chairs. ❖ Rental insurance is required for full day or weekend rental of EEC and other areas. See details on page 3.	

CANCELLATIONS

The total minus the security deposit will be refunded for cancellations made six weeks or more in advance of the event. Cancellations made less than six weeks in advance of the event, will have the entire total forfeited.

LIABILITY

The outdoor areas of the WVBG, much of which is densely wooded, are subject to normal outdoor hazards. The WVBG is not responsible for acts of nature. Persons and organizations holding events in the WVBG shall accept all liability for accidents involving participants, guests, and personal property, including damage to rental equipment that may occur as a result of the presence of participants and guests in the West Virginia Botanic Garden. By accepting all liability, persons or organizations holding events in the WVBG release the WVBG, the City of Morgantown, and their employees, agents, and volunteers from any and all legal liability which might arise from holding events in the WVBG. A waiver of liability must be signed.

The West Virginia Botanic Garden, Inc. shall not be liable for any failure of or delay in the performance of this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, pandemics, or any other force majeure event. Upon occurrence of any force majeure event, the West Virginia Botanic Garden shall give written notice to the other party of its inability to perform or of delay in completing its obligations.

INSURANCE

Renter is responsible for providing evidence of General Liability Insurance with minimum limits of \$1,000,000. TULIP (tenant user liability insurance policy) insurance can be purchased through www.wedSafe.com. A copy of the liability certificate must be on file in our office no later than 30 days prior to the event.

Renter will obtain the following insurance coverage, which will be in effect for the entire Event Date, including any associated Set-up & Teardown periods:

General Liability including Bodily Injury and Property Damage:	
Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Damage to Premises rented to you	\$300,000

In addition to the insurance coverage requirements specified, if alcoholic beverages will be served at the Event, Client, at Client's expense, will obtain Host Liquor Liability insurance. West Virginia Botanic Garden shall be named as additional insured.

RESERVATIONS

It is advisable to reserve the chosen area well in advance. All reservations are on a "first come – first served" basis only. It is common for reservations to be made six months or more before the event. A signed copy of the attached contract will be returned as confirmation.

To make a reservation, alter a reservation, or make additional inquiries, contact:

Philip Smith, Executive Director, West Virginia Botanic Garden, Inc.
714 Venture Drive, PMB #121 Morgantown, WV 26508-7306
Telephone: 304-322-2093
E-mail: psmith@wvbg.org

PAYMENT

One half of the total rental fee (Event or Building Fee) plus the security deposit is required upon reservation, **as well as any required cleaning fees**. The balance of the rental fee must be paid in full 8 weeks prior to your event.

Funds from weddings and private events will be used to support the ongoing development and maintenance of the West Virginia Botanic Garden.

WEDDING OR PRIVATE EVENT CONTRACT

Name of Person or Organization Sponsoring the Event			
Event Type		Event Date	
Event Start Time (including set-up)		Event End Time (including clean up)	
Event Location (if using outdoor space, please specify which Garden)		Estimated # of People	
Fee or Event Total	\$	Estimated # of Parking Spaces Required	
Please note: You must provide an individual to assist with parking. If you require more parking than the 50 spaces available in the lower lot and loop road, you must provide your own shuttle service. The WVBG will remain open to the public for, and spaces in the upper lot are reserved for this purpose. <p style="text-align: right;">PLEASE INITIAL HERE: _____</p>			
Cleaning Fee (if required)	\$	Special Needs Or Considerations	
Security Deposit	\$		
Primary Contact Person	Name		Email
	Home Phone		Work Phone
		Cell Phone	
Mailing Address			
Other Persons Responsible for the Event: (if applicable)			
Secondary Contact Person	Name		Email
	Home Phone		Work Phone
		Cell Phone	
Mailing Address			
Secondary Contact Person	Name		Email
	Home Phone		Work Phone
		Cell Phone	
Applicant Signature		Date	

Please send this form along with completed liability waivers, security deposit and the proper Fee or Event Total to:
 West Virginia Botanic Garden, 714 Venture Drive, PMB #121, Morgantown, WV 26508 -7306
All checks should be made to: The West Virginia Botanic Garden

FOR INTERNAL USE ONLY

WVVG Approved by:	
	Name
Date	Signature

Site Supervisor Assigned:			
		Name	Date
Check #	Date	Event Total Amount	Cleaning Fee
# of Guests		Other	

- Contract
- Deposit
- Waiver
- Payment in full
- Insurance documents
- Security deposit returned



WEDDING OR PRIVATE EVENT CONTRACT WAIVER AND PHOTO RELEASE, & RELEASE OF LIABILITY

I acknowledge that use of the premises (much of which are densely wooded), equipment and facilities of WVBG is subject to hazards and risks which are inherent in the nature of such premises, equipment and facilities and the types of activities engaged in thereon. In consideration of the benefits to be derived from the use of such premises, equipment and facilities, and after carefully reviewing the risks involved, I hereby release, hold harmless and waive all claims I may have against WVBG, the City of Morgantown and their employees, agents and volunteers, for personal injury, accidents or illnesses (including death) or property loss resulting from participation in activities and use of such facilities, premises or equipment, or any other claims, however caused, now or in the future, even though caused by negligence of those parties.

I acknowledge that the WVBG may photograph my event for use on social media, in WVBG's internal and external communications materials including but not limited to web sites and web publications, fact sheets, fund raising publications, advertising, multimedia, presentation and membership services, annual report and newsletter.

Renting party

Date



COVID19 WAIVER & RELEASE OF LIABILITY

In consideration of being permitted to use the services and programs of West Virginia Botanic Garden, Inc. ("WVBG") and/or for the children listed above to so participate for any purpose, the undersigned on behalf of himself or herself and such participating children and any personal representatives thereof (collectively, "the Undersigned) acknowledges that he or she has inspected and considered the premises of the WVBG (the "Premises") and applicable program, finds and accepts the same as being safe and reasonably suited for the use or participation by the Undersigned and such participating children and further acknowledges and agrees as follows:

The Undersigned understands that coronavirus disease 2019 ("COVID-19") infections have been confirmed in West Virginia and throughout the United States, and accordingly represents and warrants that neither the Undersigned nor such participating children shall visit or use the Premises, services or programs of the WVBG if, within the last 30 days, (i) they have traveled outside the United States, (ii) they have been diagnosed with Covid-19 or have experienced any symptoms of COVID-19 (fever, fatigue, dry cough difficulty breathing, etc.), or (iii) they have been exposed to any person who has a suspected or confirmed case of COVID-19;

The WVBG has taken certain steps to implement recommended safeguards and protocols issued by public health agencies for slowing the transmission of Covid-19, the most recent version of which has been provided in writing to the Undersigned, and the Undersigned acknowledges receipt of such safeguards and protocols and agrees to comply with them while using the Premises, services and programs of the WVBG. The Undersigned understands that due to the nature of the Premises, services and programs offered by the WVBG, strict social distancing among children, employees and volunteers at the WVBG is not possible. The Undersigned understands and appreciates both the known and potential dangers of using the Premises, services and programs of the WVBG and acknowledges that use of them may, despite the WVBG's reasonable efforts to mitigate such dangers, result in exposure to COVID-19;

Accordingly, the Undersigned HEREBY RELEASES, WAIVES AND DISCHARGES any liability on the part of the WVBG, its directors, officers, employees, volunteers or agents and AGREES AND COVENANTS NOT TO SUE the WVBG, its directors, officers, employees, volunteers or agents for any loss or damage, any injury to, or any illness or death of the Undersigned or any other person who may contract COVID-19, directly or indirectly, from the Undersigned, whether caused by negligence or otherwise, while the Undersigned is in, on or about the Premises or any facilities or equipment therein, or participating in any program provided by the WVBG.

I have read and voluntarily signed this WAIVER AND RELEASE OF LIABILITY and understand that by doing so I am relinquishing all rights to bring legal action to recover damages from the WVBG, its directors, officers, employees, volunteers and agents for any illness, injury, death or property loss or damage, including from exposure to Covid-19. I also represent that if this WAIVER AND RELEASE OF LIABILITY is being made on behalf of a minor or minors, I have full authority as parent, guardian or ward of such minor or minors to sign it on their behalf.

Signature: _____

Emergency Contact Name and Contact Number: _____