

Rental Agreement: *The Carleen Bright Arboretum*
1 Pavilion Way, Woodway, TX 76712
(254) 399 – 9204 | arboretum@woodwaymail.org



Rental Agreement

Application Date: _____

Date of Rental: _____

Venue: Pavilion & Gazebo _____ Whitehall & Patio _____ Gazebo only (Mon-Thursday 8-5) _____

Renting Party: (Individual, business, organization) _____

Authorized Representative: _____

Address: _____ City, State, Zip: _____

E-Mail Address: _____

Phone Number: _____ Alternate Phone Number: _____

Event/Purpose of Event _____ Event Start Time: _____

Time of Wedding: _____ Event End Time: _____

Of Guests: _____

Alcohol Served (please circle): Yes No

Bride's Name: _____ **Groom's Name:** _____

Phone Number: _____ Phone Number: _____

Bride's Mother's Name: _____ Groom's Mother's Name: _____

Phone Number: _____ Phone Number: _____

Rehearsal Option: Renting parties not wishing to secure the evening before with payment will be able to use the gazebo only, upon availability, and at the discretion of the Arboretum management.

Coordinator: _____ Florist: _____

Caterer: _____ Photographer: _____

Rental Co.: _____

Rental Co. Drop Off Time: _____ Rental Co. Pick Up Time: _____

**Note* Rental Company Drop Off and Pick Up times must be pre-approved by Carleen Bright Arboretum Staff*

Carleen Bright Arboretum

RENTAL AGREEMENT

The undersigned (Renting Party) agrees to the terms and conditions of this Rental Agreement for –

- a.) _____ The Pavilion & Gazebo
- b.) _____ Whitehall Center & Patio
- c.) _____ Gazebo Only (only available Monday-Thursday 8:00 a.m. to 5:00 p.m.)
at The Carleen Bright Arboretum.

hereinafter referred to as “Premises.”

1. All Rental Policies as adopted from time to time by the City of Woodway (“City”) are incorporated herein and shall be observed and performed by Renting Party.
2. **SAVING THE DATE: RESERVATIONS ARE CONSIDERED CONFIRMED OR VALID UPON RECEIPT OF DEPOSIT. The Deposit MUST be paid AT THE TIME OF RESERVATION. Please note that the deposit includes ½ of the rental and therefore is \$500 plus ½ of the rental.**
3. Deposits will be returned within thirty (30) calendar days after the last date of rental if all conditions of the Rental Agreement and Rental Policies are met. City of Woodway may deduct costs of damages, clean-up, expenses caused by failure to comply with usage regulations and this agreement, and any overtime for building use and personnel.
4. Renting Party shall be responsible for all loss and damage to the premises which occur during or as a result of Renting Party’s use and/or occupancy of the premises. Renting Party shall return the premises to City in as good a condition as when received, normal wear from the lawful and reasonable use thereof excepted.
5. Articles or property left on the premises for more than thirty (30) days after the last date of rental will be treated as abandoned property and disposed of accordingly.
6. Additional fees will be charged for non-business hour events for a staff member to be present. One **Woodway Public Safety Officer** is mandatory per 200 people for all events serving alcohol. At the discretion of the Woodway Police Chief, an additional officer may be required at your expense. This fee is paid directly to the officer(s) the day of the event. A building attendant is required for events without alcohol during non-business hours. Please see the current rate schedule for their fees. If a security officer is present, a building attendant will not be required. The Carleen Bright Arboretum staff will coordinate with the Woodway Public Safety Department to secure the Officer(s) for events where alcohol is present.
7. The deposit is to be paid in full at the time this Rental Agreement is signed. The rental fee amount is to be paid in full thirty (30) days prior to the first rental date. **If a cancellation occurs, it will be up to the discretion of the Carleen Bright Arboretum staff to determine if the deposit, or a portion of the deposit, may be refunded based upon the venue’s ability to rent the same date(s) to another party in a timely manner. The City does not guarantee that it can or will find another renter. If cancellation occurs less than thirty (30) calendar days prior to the first rental date, any additional rental amount paid above the deposit will be kept by the City.** Failure to comply with any provision of this Rental Agreement will result in forfeiture of the full deposit amount. Any deposit amount subject to refund will be refunded within thirty (30) calendar days after the last rental date, less any portion thereof subject to forfeiture, offset or deduction for failure to comply with the terms of this Rental Agreement or to cover additional charges. [As stated above, the deposit includes ½ of the rental. Therefore, even if the cancellation takes place more than 30 days before the rental, ½ of the rental will be forfeited to the City as part of the deposit.].
8. Renting Party, by occupying the premises, shall be deemed to have accepted the premises in its “**AS IS**” condition “**WITH ALL FAULTS**” as suitable and satisfactory for the purpose for which the same is rented. **RENTING PARTY AGREES THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF ANY OTHER KIND ARISING OUT OF THIS RENTAL AGREEMENT.**

Carleen Bright Arboretum
RENTAL AGREEMENT

9. Renting Party shall use and occupy the leased premises strictly in accordance with the laws of the State of Texas and the laws and any applicable ordinances of the City and of any other governmental unit with jurisdiction. Renting Party shall not create, maintain, or allow a nuisance to exist on the premises.
10. **City shall not be liable for any damages caused in whole or in part by the Renting Party or the Renting Party's guests, vendors, or contractors.**
11. **Renting Party indemnifies and holds harmless the City and its employees from any claims, causes of action, or damages arising directly from the Renting Party's use of the premises unless such was caused solely by the City or its employees' negligence, or solely by a dangerous condition of the premises that was not created by the Renting Party or the Renting Party's guests, vendors, or contractors.**
12. Renting Party acknowledges receipt of a copy of the City Rental Policies and Renting Party agrees to abide by all provisions thereof.
13. This Rental Agreement may not be assigned nor may Renting Party sublease any portion of the Premises.
14. **Due to the stresses placed on the electrical system of multiple crockpots, warmers and rosters being plugged in at the same time, health concerns, and other issues; events where food will be served must be catered by a licensed caterer who carries liability insurance.**
15. The rental fee is based upon the following Summary of Estimated Charges, to which Renting Party agrees. Final rental fee will be determined after rental ends and all charges are assessed.

SUMMARY OF ESTIMATED CHARGES

Deposit	\$ _____		_____ amt pd.	_____ date pd.
Pavilion & Gazebo*	\$ _____		_____ amt pd.	_____ date pd.
Whitehall Center & Patio*	\$ _____		_____ amt pd.	_____ date pd.
Gazebo Only (Mon-Thurs)	\$ _____		_____ amt pd.	_____ date pd.
Less 25% discount for 2 consecutive day rental	\$ < _____ >		_____ amt pd.	_____ date pd.
Woodway Security Officer ** @ \$40.00/hour- (1) Officer per 200 people is mandatory	\$ _____		** <i>paid to officer on day of event</i>	
Building Attendant @ \$40.00/hour	\$ _____			
Miscellaneous	\$ _____			
TOTAL DUE	\$ _____			

* 1/2 of this amount and the deposit and must be paid at date of reservation. Remainder is due 30 days prior to event.

** One Woodway Public Safety Officer is mandatory per 200 people for all events serving alcohol. At the discretion of the Woodway Police Chief, an additional officer may be required at your expense.

Carleen Bright Arboretum
RENTAL AGREEMENT

16. The undersigned individual, if not signing this Rental Agreement as an individual, but in a represented capacity, hereby personally agrees to guarantee the full and faithful performance of all terms of this Rental Agreement by and on behalf of the person or entity represented by the person signing below.

"Renting Party"

Dated _____

By _____
City of Woodway

Dated _____

SPECIAL REQUESTS: _____

I give permission for the staff of the Carleen Bright Arboretum to take pictures before my event.

Signature: _____

Date: _____

Do you expect out-of town guests to attend your event? Yes ____ No ____

Estimated number of guests who would potentially use Woodway hotels for lodging in conjunction with attending your event. _____.

Checklist for the *Carleen Bright Arboretum*

Please **INITIAL** each policy

___ I understand that **kegs are not permitted** on the Arboretum grounds. A \$250.00 fine may be assessed for violation of this rule.

___ **Smoking is Prohibited** at the Carleen Bright Arboretum. The City of Woodway is a Tobacco Free Campus. A \$250.00 fine will be assessed for use of any tobacco products.

___ I understand that open flame candles are not allowed unless special permission is granted in writing for the ceremony only. Candles must be enclosed or floating.

___ Smoke machines are prohibited inside Arboretum buildings.

___ I understand that sparklers, rice, streamers, bird seed and plastic flower petals (outdoors) are not allowed.

___ I understand that nothing is to be attached to the walls, beams or ceiling of the building.

___ I understand that food for the event must be prepared by a caterer.

___ I understand that I am responsible for making sure all food trash is removed from the building.

___ Cooking is not permitted under the covered patio at the Pavilion.

___ I understand the artwork at Whitehall Center is not to be removed from the walls. Staff will remove 1 or 2 selected pieces upon request a week prior to the event.

___ I understand I must pay a staff member of the Arboretum to be at my event at the rate of \$40.00 per hour. This will be an attendant if the event is non-alcohol or an officer if alcohol is served.

___ I understand that the Arboretum does not provide any furniture for outdoor use.

___ I understand the fire code capacity for reception table style seating is 360 for the Pavilion, and 130 for the Whitehall Center.

___ I understand by City Ordinance all outside music must be off by 10:00 pm.

___ I understand the Christmas tree and decorations will be up from after Thanksgiving and into the new year. I understand the tree and decorations are not to be moved. Christmas decorations will be removed the first week in January.