

Monk Botanical Gardens



518 S 7th Ave • Wausau, WI 54401
(715) 261-6309 • www.monkgardens.org

Rental Agreement

Lessee		Lessee's Authorized Representative		
Mailing Address		City	State	ZIP Code
Phone Number	Mobile Number	E-mail Address		
Purpose or type of event:				

Rental Site	Event Date	Event Begin Time	Event End Time	Estimated # of Guests
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Will Food Be Served? Yes No	Catering Vendor	Does Catering Vendor have a Valid Food License?
Will Alcoholic Beverages Be Served? Yes No	Bartending Vendor	Does Bartending Vendor have a Valid Liquor License?

Additional Facility Charges

Fireplace (4 hour block (or portion thereof)). \$20
RWMG will supply the wood.

Pizza Oven (4 hour block (or portion thereof)). \$75
RWMG will supply the wood. A caterer approved by RWMG must be on-site at all times during use.

Propane Stove (4 hour block (or portion thereof)). \$20
RWMG will supply the propane.

Guided Program or Tour (see our program pricing)

Deposit \$250	Cost of Rental Site	Cost of setup and break down	Cost of additional Charges	Total Charges
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Terms & Conditions

1. Subject to the terms and conditions hereinafter set forth, I, as an authorized representative of my group, business or organization (hereinafter referred to as Lessee), hereby acknowledge that I have read and understand the terms and conditions of this Rental Agreement as listed below and in Appendix A: Robert W Monk Gardens, Inc. (RWMG) Policies, Rules and Regulations (Appendix A) and agree to abide by them.
2. Lessee agrees to indemnify and hold harmless RWMG, its directors, officers, employees, agents, and volunteers against any damage, loss, claim, or liability whether for personal injury or property damage caused by, or arising from, the actions of the Lessee's guests or invitees. Furthermore, Lessee is responsible for any damage caused by its guests or invitees to any buildings, property, equipment, or gardens of RWMG.
3. Charges for use of RWMG's grounds and facilities are set forth in Appendix B: Fee Schedule.

Reservation/ Deposit. A **\$250 deposit** is required to secure a reservation. All deposits must be in the form of a check or cash. This will be returned after the event unless there are damages or unusual cleaning to be done. In the event that all or a portion of the deposit will be returned, the Lessee can expect the payment to be mailed to Lessee at the mailing address identified above within seven (30) days after the event. The amount of the deposit to be returned will be reduced by any additional charges incurred, as specified herein. If additional charges incurred exceed the amount of the deposit, Lessee agrees to pay the excess within seven (7) days of notification of the amount due.

Payment Schedule. **Payment of fifty percent (50%) of the total cost of the rental is due eight (8) weeks prior to the date of the event. Payment of the remaining balance is due two (2) weeks prior to the date of the event.** Events are subject to cancellation for non-payment or late payment.

4. Lessee understands RWMG will issue a duplicate copy of this Rental Agreement as confirmation of Lessee's reservation upon receipt of Lessee's deposit as specified in Section 3 of this Rental Agreement, and that the event date is not reserved until Lessee receives such confirmation.
5. Should it become necessary for Lessee to cancel the scheduled event, Lessee must notify RWMG immediately of said cancellation in writing. Lessee understands and agrees to forfeit any amounts paid for the base lease if written notice of cancellation is received by RWMG less than ninety (90) days prior to the scheduled event.
6. Lessee understands this Rental Agreement shall be governed by the laws of the State of Wisconsin.

Lessee or Lessee's Authorized Representative

Date

Robert W Monk Gardens, Inc. Authorized Representative

Date

Checks should be made out to Monk Botanical Gardens and mail to:
Monk Botanical Gardens
518 S 7th Ave, Wausau, WI 54401

To make a credit card payment for the fee only please

call 715-262-6264 Questions? (715) 600-2069 or

rentals@monkgardens.org

Appendix A: Robert W Monk Gardens, Inc. Policies, Rules and Regulations

Authorized Representative

1. Lessee must designate one (1) individual as its Authorized Representative. Lessee's Authorized Representative shall be empowered to act on behalf of the Lessee including, but not limited to, entering into agreements, issuing cancellations, and deciding upon the set-up at RWMG's sites or facilities, providing the set-up is not in conflict with other sections of the Rental Agreement and this Appendix A.
2. Lessee agrees to the use of its name in publicity and news announcements pertaining to the scheduled event.

Availability

1. RWMG does not close for private functions; therefore, the grounds always remain accessible to the general public during the scheduled event. Specific areas within the Gardens may be reserved for a scheduled event at the discretion of RWMG. General areas (for example, paths) may not be reserved for the exclusive use of any group.
2. RWMG reserves the right to refuse the Lessee the use of the facilities if the event would cause damage to the grounds.
3. RWMG does not offer coordinating services for events or provide chairs, tables, podiums, electrical cords, tents, etc. Lessees wishing chairs or other equipment may contract with a rental service. Due to underground irrigation, the placement of any tents or other equipment which requires penetrating the ground surface must be coordinated with RWMG prior to set up.
4. All activity (including set up and clean up by the Lessee or any vendor hired by the Lessee) related to your event must occur within the event begin time and event end time as specified in the Rental Agreement, unless otherwise agreed in writing with RWMG staff. If you need additional time for set up or clean up, there will be an additional charge as set forth in Appendix B: Fee Schedule. Lessee is responsible for removing all decorations and all trash (including recyclables) generated by the event from the Gardens at the conclusion of the scheduled event. The leased space must be presentable, clean, and ready for viewing by the general public on the next day. Any items left on the grounds after the event end time will be assumed abandoned and may be thrown away at the discretion of RWMG personnel. RWMG will remove waste from the receptacles in the rental areas.
5. Lessee agrees to pay an additional charge of \$50 per hour for repairs or cleaning beyond normal maintenance duties.
6. RWMG's mission involves programming that causes the artwork and displays to continually change. This programming, as well as improvements being done on both the gardens and buildings, may affect or change the aesthetics of some areas.

Music & Entertainment

Musicians must bring their own equipment. Amplified music is allowed at RWMG, but local ordinance requires that amplified music must cease by 10pm. The availability of electricity at RWMG is currently very limited—please check with RWMG regarding your needs. Please see Safety & Security below regarding the use/placement of wires and cords. RWMG is not responsible for equipment or other personal property that is left unattended before, during, or after the event.

Decorations & Equipment

1. At no time may anything be attached to any walls or structures within RWMG without prior permission from RWMG.

2. Because of the nature of the facilities, no birdseed, rice, flower petals, glitter or confetti of any sort may be used or thrown anywhere on or near RWMG's facilities. Use of fireworks is prohibited. RWMG does not allow release of living creatures without prior permission from RWMG. Bubble favors are acceptable in outdoor spaces only.

Food & Beverage Policy

1. Lessee may contract with a licensed catering firm or may bring food into the Gardens for scheduled events at which food will be served. All food and food waste must be removed from the Gardens and/or properly disposed of at the conclusion of the scheduled event.
2. Alcoholic beverages may be served to attendees at private parties held at the Gardens, but there may be no charge to attendees for the alcoholic beverages (either directly or indirectly). If the Lessee is a bona fide club or other qualified organization that wishes to charge for alcohol (beer and/or wine only) at their event, it is the responsibility of the Lessee to ensure that the provider of the alcoholic beverages is in possession of a valid liquor license and employs licensed bartenders. RWMG reserves the right to request written proof and/or copies of any licenses upon request.

Safety & Security

1. A RWMG representative and/or security person must be present at all events to ensure the rules and policies of RWMG. All questions should be referred to this individual during the event. The Lessee agrees to abide by all requests of the representative and/or security person.
2. For safety reasons, no wires, ropes, strings, cords, ribbons, signs or poles can be strung from plants, stakes, or trees. Any wires or cords laid on the ground must be covered in such a way as to avoid a tripping hazard and to permit accessibility by all our Garden guests.
3. RWMG does not permit sources of open flames on the grounds. Candles are permitted providing they are surrounded by glass globes whose height exceeds that of the candles.
4. For the safety and security of our Garden guests, RWMG does not allow weapons (concealed or not) on the grounds.
5. RWMG is not responsible for any personal property brought onto the grounds. Personal property brought onto the grounds should not be left unattended. The Lessee is responsible for all damages to or loss of such personal property.
6. RWMG does not permit parking within the fenced area without prior approval. The graveled road within the Garden may be used for loading and unloading of Lessee's guests and invitees, equipment, decorations and similar items. For the convenience of all visitors, please keep the area in front of the gate free of vehicles at all times except during drop off and pick up.
7. RWMG does not permit unruly or disorderly conduct anywhere at the Garden. Any incidents will be reported immediately to local law enforcement agencies.
8. Due to the nature of the surroundings, children are to be supervised at all times.
9. Transportation vehicles (including bicycles) are not permitted on the grounds without prior authorization from RWMG. Motorized vehicles to assist people with mobility impairments will be permitted.
10. RWMG allows animals that assist people with disabilities on site. Dogs are also allowed on site provided they are on a leash and are required to stay on designated paths. Dog owners are expected to clean up after their animals. No other animals are allowed without prior approval of RWMG.

Additional Provisions (if any):

**Appendix B:
Robert W Monk Gardens, Inc. Rental Fee Schedule
Effective 1/1/18**

Base rates listed below are for an initial four (4) hour (or portion thereof) block of time. The fee for any additional contiguous four (4) hour (or portion thereof) blocks of time are fifty percent (50%) of the rates listed below. The fee for any additional contiguous two (2) hour (or portion thereof) blocks of time are \$175 for up to 50 people and \$275 for 51-350 people.

All activity (including set up and clean up by the Lessee or any vendor hired by the Lessee) related to your event must occur within the event begin time and event end time specified in the Rental Agreement, unless otherwise agreed in writing with RWMG staff. If you need additional time for set up or clean up, there is an additional charge of \$25 per hour.

Non-profit organizations (defined as tax exempt entity according to the IRS) may rent the facilities on weekdays at fifty percent (50%) of the weekday rates listed below. There is no non-profit discount for weekend rentals.

Subject to availability, a group may exchange volunteer time at the Gardens for rental space, hour for hour, within a month of the date that the volunteer work occurred.

Security Deposit: A \$250 deposit is required to secure a reservation. This will be returned after the event unless there are damages or unusual cleaning to be done.

	<u>Up to 50 attendees</u>	<u>51-350 attendees</u>
Weekend (reservation period includes any time from Friday after 4pm to Sunday at dusk)		
First area	\$350	\$550
Additional area (each)	\$100	\$200
Entire grounds	\$1,000	\$1,800
Weekday (reservation period does not include any weekend hours as defined above)		
First area	\$250	\$400
Additional area (each)	\$75	\$150
Entire grounds	\$750	\$1,350

Notes:

The facility is limited to a maximum of 350 attendees.

RWMG will have staff available on the grounds to provide limited assistance.

Rentable areas are currently defined as:

1. Event lawn
2. Wildflower Woods/Memory Garden/Plaza
3. Treehouse
4. Potager/Kitchen Garden/Shelter
5. Meditation Garden

Use of the Potager/Kitchen Garden/Shelter includes seating for approximately 32 people. Additional chairs and/or tables are the responsibility of the Lessee.

We offer a variety of programs including tours of the Gardens. For more information call 715-261-6264.

1 hour	\$ 75.00	1:15 MBG staff/participants
2 hours	\$ 100.00	1:15 MBG staff/participants
3 hours	\$ 150.00	1:15 MBG staff/participants
4 hours	\$ 200.00	1:15 MBG staff/participants
5 hours	\$ 250.00	1:15 MBG staff/participants
6 hours	\$ 300.00	1:15 MBG staff/participants