



EVENT RENTAL AGREEMENT

This agreement is made and entered into this ____ day of _____, 20____, by and between _____, hereafter “Renter,” and **Roots Garden Center**. It is the intent of the parties that the effective date of this AGREEMENT be _____, 20____, and that this AGREEMENT shall terminate on _____, 20____.

Renter must initial by each line item:

1. _____ Either Roots Garden Center or Renter can terminate this agreement without cause by giving the other party (30) days written notice of the intent to terminate. Notice shall be sent by certified mail, return receipt, to the address provided by the parties found on page three of this AGREEMENT.
2. _____ Renter will be permitted to operate an event/space as designated by Roots Garden Center management.
3. _____ Renter understands Roots Garden Center spaces are to be opened for business during normal business hours. All spaces will be open as retail sale spaces and customers may be in all retail spaces until normal closing time. Renter may begin set up for their event no earlier than 30 minutes prior to normal closing time.
4. _____ Renter will submit to Roots Garden Center management for approval a proposed menu of food and beverage items or an approved caterer. Any menu alterations, changes and the additions of items, must be approved by Roots Garden Center management. **Any alcohol use is strictly the sole responsibility of Renter and Renter agrees to hold Roots Garden Center harmless for any and all damages done as a result of the use of alcohol on premises by the Renter or Renter’s attendees for event and takes full responsibility for respectful discernment of any and all alcohol use on premises.**
5. _____ Renter will comply with all federal, state and county health code standards and guidelines.
6. _____ Renter will be responsible for all cash and credit card handling.
7. _____ After Hours Event Rental for the **Glass House starts at \$400 base rate** for the first three hours (including set up) with a \$75 cleaning fee. \$200 per hour will be charged for each additional hour of the event. A 50% non-refundable deposit will be required upon initial reservation for the event. We do not provide linens, tables or chairs for the event unless requested. Events booked for more than 30 attendees will require an additional staff member at a \$55/hour charge. Max capacity for the glass house with dinner is 50 people.
8. _____ After Hours Event Rental for the **Barn starts at \$400 base rate** for the first three hours (including set up) with a \$75 cleaning fee. \$200 per hour will be charged for each additional hour of the event. A 50% non-refundable deposit will be required upon initial reservation for the event. We do not provide linens, tables or chairs for the event unless requested. Events booked for more than 30 attendees will require an additional staff member at a \$55/hour charge. Max capacity for the Barn is 25 people.

9. _____ After Hours Event Rental for the **Yard starts at \$400 base rate** for the first three hours (including set up) with a \$75 cleaning fee. \$200 per hour will be charged for each additional hour of the event. A 50% non-refundable deposit will be required upon initial reservation for the event. We do not provide linens, tables or chairs for the event unless requested. Events booked for more than 30 attendees will require an additional staff member at a \$55/hour charge. Max capacity for the Yard is 50 people.
10. _____ After Hour Event Rental for the **coffee area/patio starts at \$400 base rate** for the first three hours (including set up) with a \$75 cleaning fee. \$200 per hour will be charged for each additional hour of the event. A 50% non-refundable deposit will be required upon initial reservation for the event. We do not provide linens, tables or chairs for the event unless requested. Events booked for more than 30 attendees will require an additional staff member at a \$55/hour charge. Max capacity for the coffee/patio area is 25 people.
11. _____ One Roots Garden Center staff member will be on site for each event. If additional Roots staff would be needed to assist in your event, this would be considered a charged service and billed out at \$55/hour. All events over **thirty** attendees are required to have this additional staff member on site. Tipping these staff members would be both customary and appreciated. If staff is used as serving staff for meals, a tip of 18-20% of the catering total should be considered for our serving staff (see addendum for additional charged services)
12. _____ Max capacity for events hosted at Roots Garden Center is 75 people.
13. _____ Roots Garden Center requires an additional staff member to be present for any event over 15 people in which a meal is served, this includes a buffet. This additional staff member will be billed to the renter at \$55/hr. This staff member is not considered a server, nor expected to assist in meal prep, meal serving or meal clean up.
14. _____ Renter will procure and maintain, at its cost and expense, comprehensive general liability insurance, including bodily injury, personal injury and property damage, with the limits not less than \$1,000,000 combined single limit per claim and \$2,000,000 aggregate single limit per occurrence with Roots Garden Center named as additionally insured. Renter will provide copy of insurance policy to Roots Garden Center.
15. _____ Renter agrees to hold Roots Garden Center, its agents, employees and/or representatives harmless and free from any/and all loss or liability arising from incidents occurring while on Roots Garden Center grounds the result of Renters negligence. Renter agrees also to indemnify and defend Roots Garden Center, its agents, employees and elected officials from any and all claims, demands, causes of actions of any kind in whole or in part on account of bodily injuries, death, or damage to property arising out of, connected with, or attributed to the acts or omissions of Renter, its agents and employees.
16. _____ Roots Garden Center will not be responsible for Renter's lost, stolen, or damaged property left on grounds.
17. _____ Renter agrees that if it is not in compliance with Roots Garden Center rules and regulations, its operations may be immediately closed, and Renter may not be permitted to return for future events. **For maintaining good neighbor relations, no live music or broadcast music will be tolerated outside after 9 PM and all parties are to end no later than 10 pm.**
18. _____ Renter will conduct its operations in the designated location and will not vend or solicit products in areas other than this space without the approval of Roots Garden Center Management.
19. _____ Renter will dispose of all rubbish in approved receptacles.

20. _____Renter will be responsible for the cleanliness and upkeep of their assigned event/space and other as assigned area(s). Area(s) found to not meet Roots Garden Center standards for cleanliness and upkeep will be required to rectify the issues within a time period specified by Roots Garden Center staff. **Any damages which occur by the Renter will be assessed to the Renter and immediately charged to the credit card on file.**
21. _____Children are welcome to attend your event but should be well supervised. We do not provide childcare.
22. _____Any Roots Garden Center equipment or facilities utilized by Renter is assumed “as is.” Repair and maintenance of these assets will become the sole responsibility of Renter. Renter will immediately compensate Roots Garden Center for any property damage. It is assumed that Renter will treat plant and garden center merchandise with respect and will not move plants or products without the approval of Roots Garden Center staff. It should also be noted that anything that is moved, is replaced as it was originally found by Renter.
23. _____Renter understands that Roots Garden Center facilities are used for greenhouse purposes. Temperature is controlled only to keep plants thriving. **THERE IS NO AIR CONDITIONING AND CAN BE COOL IN WINTER MONTHS!**
24. _____Any special orders requested by Renter are nonrefundable.
25. _____Renter agrees to have any, and all signage pre-approved by Roots Garden Center management.
26. _____Renter and Renter’s staff will conduct themselves in a professional manner. Acceptable standards of personal hygiene and appearance will be enforced.
27. _____Renter agrees to provide Roots Garden Center management with list of all owners and members of management and their respective contact information.
28. _____In the case of Renter using a caterer, Renter must confirm food purveyor’s business license as current and in good standing and immediately remedy any health inspection issues for appropriate food handling for event. Renter will provide Roots Garden Center with a copy of its Montana Department of Public Health and Human Services (DPHHS) Food Purveyor’s Service License with a mobile food service endorsement.
29. _____It is the responsibility of Renter to inform other parties involved with the event such as photographers, caterers, party planners etc. what services are provided by Roots Garden Center. For example, Renter needs to notify the caterer that serving staff is only provided for an additional \$75/hr fee and will only be available if requested two weeks in advance of event.
30. _____Roots Garden Center does not discriminate on the basis of race, creed, color, religion, sex, national origin, disability, age, political belief or marital status. Entities contracting with Roots Garden Center to deliver goods and services must ensure that their agents, employees and sub-contractors do not discriminate or cause for such discrimination as enumerated above, among their employees or the recipients of the goods and/or services to be offered. Moreover, entities contracting with Roots Garden Center shall comply with all fair labor practices and must meet the requirements of all state statutes including but not limited to Contractors independent Contractor status described herein.
31. _____Renter agrees to provide contact information, including email addresses, for their caterers, photographers, or anyone else providing service for the event.

32. Events must be paid in full one week prior to the event. At that time, it is understood that **Roots Garden Center will keep a credit card on file** for any additional services provided during the event, for any damages incurred, or for any additional time spent by Roots Garden Center staff caring for products or facilities moved or damaged during the event.
33. If details of the event change between the time of contract signing and the day of the event, Roots Garden Center holds the right to adjust pricing based on current contract rates at the time of the changes.
34. No outside floral will be allowed at any events hosted at Roots Garden Center. We will be happy to provide any and all floral services.
35. Renter and all guests will avoid parking in the “Reserved for Tenants” parking spots. Any vehicle parked in a reserved spot will be towed at vehicle owner’s expense.

Additional Charged Services:

____ Additional Hours \$200/hour- additional hours begin 15 minutes past the originally agreed upon hours of reservation and are billed at whole hour rates.

____ Table coverings/Linens \$15/table

____ Any Roots Garden Center staff used for event planning, catering, meal prep, meal clean up, meal set up, serving or other services requested by the renter or used by the caterer or other hired entities will be billed to Renter at \$75/staff member per hour.

____ Floral arrangement (as ordered by floral department) price dependent upon market value of floral at time of event

____ Center pieces provided by Roots Garden Center \$15/piece

Renter agrees to the terms and conditions set forth above.

By: _____

Title: _____

Date: _____

Renters mailing address: _____

Renters credit card number: _____

Exp. _____ CVV _____ Zip _____

Signature for credit card: _____

Roots Garden Center agrees to the terms and conditions set forth above.

By: _____

Title: General Manager

Date: _____

**Roots Garden Center
2147 Poly Drive
Billings, MT 59102**