

The University of Alabama Arboretum Rental Agreement



• ARBORETUM •
THE UNIVERSITY OF ALABAMA

**PLEASE READ THIS AGREEMENT CAREFULLY.
THESE RULES APPLY TO ALL EVENTS HELD AT THE
UNIVERSITY OF ALABAMA ARBORETUM.**

The University of Alabama Arboretum may be reserved for University and private events. “Other than uses for casual recreational or social activities, reservations must be made for the use of buildings and grounds under the control of the University, including University sidewalks (an “Event”) (Section B., University of Alabama Facilities and Grounds Use Policy, <http://www.uafacilities.ua.edu/grounds/information/facilities-and-grounds-use-policy.pdf> .)

The conduct of these events should comply with the policies of The University of Alabama and The University of Alabama Arboretum. The event will be scheduled at the discretion of the Arboretum Director, with consideration for the ecological integrity of the Arboretum and priority given to events related to its mission, academic classes, outreach programs, and other University of Alabama sponsored groups.

It is the responsibility of the renter to supply a copy of this rental agreement to caterers, florists, musicians, bartenders, photographers, and any other persons that will be assisting with the event.

STAFF REPRESENTATIVE

The University of Alabama Arboretum will have a staff representative on site during the event. The staff representative has the authority to enforce all rules within this agreement. In the event the rules are not followed or behavior that is harmful to the Arboretum is observed, the staff member has the ability to terminate this agreement and the renter and guests will be asked to vacate the Arboretum immediately. If this occurs, no refunds will be issued, and any damages or clean-up costs will be invoiced to the renter.

The Arboretum staff representative will be on-site before, during, and after the event to answer questions, but is not available to assist with set up or clean up. The renter shall designate a representative to act as a liaison with the Arboretum staff for the planning and setup, and to remain at the Arboretum during the event until the completion of clean up.

RENTAL FEES AND PAYMENT

The base fee for your event is \$_____ for _____ hours. The _____ hour time schedule begins at the start of set-up. The entire event, including deliveries, set up, and clean-up must be completed within the contracted _____ hours. A fee of \$_____ per hour will be charged after the contracted _____ hours. The fee for additional hours and any other costs incurred will be invoiced the following business day after the event.

A separate \$_____ security deposit must accompany the signed use agreement in the form of a check in order to reserve the Arboretum. This deposit does not apply toward the rental fee. This will be returned after the event if the guidelines are followed.

The rental fee and security deposit can be paid via check, made payable to the *University of Alabama*. University of Alabama departments may pay with a departmental transfer.

If damage is done in excess of the security deposit, the renter agrees to pay for the entire cost of repairing or replacing any plants, signs, structures, furniture or other item that was damaged or broken by non-Arboretum staff.

Your date will not be reserved until a signed copy of this Use Agreement and the rental fee and security deposit are received by the University of Alabama Arboretum. All rental requests, fees, and deposits must be received by the University of Alabama Arboretum no later than 15 business days prior to the event.

CANCELLATION POLICY

Cancellation by the Renter: Cancellations must be made in writing 15 business days prior to the event, otherwise the rental fee will be charged.

Cancellation by the Arboretum: The University of Alabama Arboretum reserves the right to cancel a reservation if it conflicts in any way with its policies or that of The University of Alabama. In this case, the deposit will be refunded.

RESTRICTIONS

Occupancy Limits: Events at the Arboretum are limited to 60 people. Please refer to the reservation rate chart for limitations of individual locations.

Smoking: Smoking is not permitted inside of or within 30 feet of any entrance to Arboretum buildings.

Animals: Dogs must be leashed at all times and dog waste must be properly disposed of by the owner.

Catering: No cooking is allowed on site. The University of Alabama approved caterer list can be found at: <http://riskmanagement.ua.edu/information/Approved%20Caterers%20List.pdf>

Kitchen: There is a refrigerator, large sink, and limited counter space available for use. There is *no* icemaker on site.

Alcohol: Consumption of alcoholic beverages at the Arboretum is not allowed.

Electrical equipment: A laptop computer, projector, and screen are available upon request. There is limited access to electrical outlets at the Pavilion and in the Greenhouses. Other locations are not electrically wired. To maintain the peaceful atmosphere of the Arboretum for all our guests, only limited amplification equipment is allowed. All electrical equipment must be pre-approved.

Tents: Tents may be utilized on the grounds. They must be set up by certified and insured professional tent installers. No metal stakes may be used to secure the tents. **Tent set-up must be approved by UA Building and Grounds; 15 business days notice is required.*

Furniture: Tables and chairs on the Arboretum Pavilion can be arranged to suit the needs of the renter. Please include requests for rearrangement of furniture on the rental reservation form. The use of additional tables, chairs, or furniture must be approved in advance.

Restrooms: Restrooms are located on north side of the Pavilion. The facilities are limited to one toilet in the men's room and two toilets in the women's restrooms.

Accessibility: The Arboretum is an outdoor facility and navigating the trails may present a challenge to some guests. A golf cart is available upon request to transport guests to areas they find difficult to access.

Flame: *The use of lit candles and all open flames (including sterno) are prohibited at the Arboretum.*

RESTRICTIONS (continued)

Storage: The University of Alabama and the UA Arboretum are not responsible for the protection or storage of items brought into the Arboretum before, during, or after an event.

Weddings: The use of birdseed, sparklers, silly string, confetti, “snow,” “wedding rice,” or other similar items is prohibited for use on Arboretum grounds. There are no dressing rooms available on site.

Parking: *Parking space is limited at the Arboretum. Parking on the grass or any area other than gravel/road is prohibited.* All guests are required to park in designated parking areas and must park their vehicle as directed by Arboretum staff. The main visitor parking lot is located uphill from the Pavilion and Greenhouses. A secondary small parking lot is available adjacent to the Children’s Garden. Two additional spots are located near the Wildflower Garden and additional spaces may be available in the staff parking lot behind the Greenhouses, particularly for those guests who have difficulty navigating steps or trails. Parking on the roadside is only allowed when other parking areas are full and must not block traffic. For large events, guests who are able are encouraged to park at the old golf course parking lot and walk to the Arboretum via the Arboretum’s trails. The Arboretum golf cart is available upon request to transport guests from parking areas to the event location.

Traffic: Since the Arboretum is accessed by a one lane road, events may necessitate directing traffic flow one-way with vehicles entering via Loop Road/Veteran’s Memorial Parkway and exiting onto Pelham Heights Road.

Visitors: The Arboretum will remain open for visitors during its normal operating hours. Visitors will be restricted from rented locations, however, adjacent trails, parking areas, bathrooms and the water fountain will remain accessible to all visitors.

RESPONSIBILITIES

The Arboretum is a living museum and all policies are in place to protect the plants and their surroundings.

Physical Arrangements / Setup and Clean up:

- ***It is the responsibility of the renter to provide adequate personnel to set-up before the event, keep the premises clean during the event, and clean up after the event.*** Arrangements for set up and clean-up of any food and drink, chairs, tables, table covers, utensils, glassware, displays, decorations, entertainment, extension cords, audio-visual equipment, etc., are the sole responsibility of the renter.
- ***Setup and cleanup must occur during the designated hours on the event agreement.*** All areas must be cleaned and all garbage must be placed in the garbage cans provided. Additional garbage bags will be supplied as needed.
- ***Events (including cleanup time) must end by 10:00 p.m.*** Only the Pavilion and Greenhouses have lighting for nighttime events.
- Renters who fail to comply with these requirements will be charged for any additional expense and the forfeit any security deposit.

Decorations:

- Decorations for an event may not be stapled, tacked, taped, wired or otherwise attached to Arboretum structures. Ribbon, string, or pipe cleaners may be used to attach decorations.
- In accordance with The University of Alabama Facilities and Grounds Tree Care and Maintenance Policy, decorations may not be attached to trees.
- Requests to stake decorations in the ground must be preapproved by the Director.
- Decorative structures, such as an arbor or large floral arrangement, must be preapproved. Please describe any proposed decorative structures on the rental reservation form.

- Renters who fail to comply with these requirements will be charged for any marks or damage created by decorations and the forfeit any security deposit.
- All cleanup and removal of decorations, displays, etc. from the Arboretum must take place immediately after the event and is the sole responsibility of the renter. Nothing from the event is to remain at the Arboretum.

DAMAGE OR INJURY/INDEMNIFICATION

Renter agrees that the Arboretum shall not be responsible for any loss or damage to renter’s property or injury to persons due to the negligent or intentional acts of renter, of renter’s employees or agents, or of persons attending renter’s function. Renter agrees, as its sole cost, to indemnify and hold harmless the Board of Trustees of The University of Alabama and its officers, employees, and agents from any and all claims by or on behalf of any persons or firm arising out of, in connection with, or attributable to renter’s use and possession of the Arboretum premises, including, but without limitation, any and all claims for injury or death to persons or damage to property. Renter also agrees to save harmless The University of Alabama from all costs, expenses, attorney’s fees, and liabilities incurred in connection with any action or proceeding brought in connection with any such claim. Renter agrees that it is fully responsible for any damage to Arboretum facilities or loss or damage to Arboretum property or equipment, and in the event of any such damage or loss renter agrees to pay to the Arboretum upon demand the amount of repairing such damage or replacing the lost or unrepairable equipment or property. Unless advised otherwise, the Renter shall comply with the University’s facility use insurance requirements that are attached as Addendum A.

I have read the attached use agreement set forth by the Arboretum and it is understood that all guidelines will be strictly enforced. I, the renter, all guests at the event and anyone associated with the event am willing to comply with these guidelines.

Renter’s Signature

Date

Renter’s Printed Name

UA Arboretum Director Approval

Date



Addendum A

Facility & Grounds Use Insurance Requirements

Purpose

The University of Alabama (“University”) is exposed to a financial risk from negligent/wrongful acts when outside, non-University organizations or individuals use facilities and/or grounds owned by or under the control of the University. To reduce this financial exposure, the University requires outside non-University organizations and individuals using University facilities and/or grounds to maintain insurance to reasonably protect the financial interests of the University. Some of the activities that may give rise to financial exposure include, but are not limited to:

- Amusement Devices (e.g. inflatables, dunk tank, rides, climbing walls, etc.)
- Recreational Activities (e.g. walks, runs, dances, etc.)
- Competition Sports and Team Activities (e.g. flag football, laser tag, dodge ball, etc.)
- Concerts, Dances & Events with Live or Amplified Music
- Arts & Crafts Displays or Shows
- Sale of Goods to the Public
- Demonstrations & Inter-Active Displays
- Food Preparation & Sales to the Public – Including Competitive Cook-Offs or Food Festivals
- Parades, Festivals, Vigils, Protests and Other Notable Public Gatherings Unrelated to University-Sponsored Events.

This Policy does not apply to business meetings and casual gatherings that do not involve any notable activities (refer to list above) or large crowds (over 500 persons) and are largely held in the form of a seminar, educational session, reception or display of goods/services (w/o demonstration).

Policy

Subject to the exceptions described in this Policy, all outside non-University organizations or individuals hosting events and/or conducting operations at the facilities or on the grounds owned or operated by the University must provide evidence of comprehensive general liability insurance and may also be required to offer evidence of automobile liability and workers’ compensation insurance.

Where the financial exposure is deemed either insignificant or more significant, the University will review the proposed operation or activity and may require or make adjustments to the insurance requirements to fit the situation.

This Policy does not apply to University-sponsored open public events such as scheduled sporting events (including pre/post game activities) and other University-sponsored events unless an outside non-University organization or individual will provide a service or conduct some form of activity which poses an increased

risk not typically associated with events which are social or educational in nature and which may include the routine consumption of food and beverage.

General Insurance Requirements

Unless adjusted or waived by the University, outside non-University organizations and individuals must obtain and maintain in force for the duration of the event or activity the following insurance coverages:

Commercial General Liability (“CGL”)

Each Occurrence – Premises/Operations & Personal Injury	\$1,000,000
General Aggregate	\$2,000,000
Fire Damage Liability	\$100,000

Commercial/Business Automobile Liability (Required if operating vehicles on UA property beyond the routine transportation of persons to/from the event)

Combined Single Limit	\$1,000,000
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Workers’ Compensation/Employer’s Liability (Required if the requesting party has employees working on UA Property and is subject to workers’ compensation statutes)

Workers Compensation (Coverage Part A)	<i>Statutory</i>
Employer’s Liability (Coverage Part B)- Per Occurrence	\$500,000

Insurance Carriers

The policies must be issued by an insurance company licensed in the State of Alabama carrying a minimum *A.M. Best’s* rating of A- VII.

Certificates of Insurance

The University must receive a Certificate of Insurance prior to the scheduled event. The certificate of insurance must include the following elements:

- Insured Entity
- Insurance Carrier(s)
- Policy Effective/Expiration Dates
- Policy Number(s)
- Policy Limits
- Cancellation Notice Provision (Min. 10 days for non-payment - 30 days otherwise)
- Additional Insured and Waiver of Subrogation Language as Follows:

The Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General Liability policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

Insurance Requirement Waivers

In certain cases, the University may waive, reduce, increase, or allow exceptions to the general insurance requirements listed above. For sake of example only, but not in limitation, a basis for an adjustment to the insurance requirements might include the following:

- 1) Entities with the financial strength to self-insure part or all of insurance requirements outlined above as evidenced in audited financials reflecting a net worth adequate to absorb self-insured losses.

- 2) If an entity elects to participate in a self-insured workers' compensation program, the insurance requirement may be waived as long as self-insured entity or group trust is in good standing with the authorizing agency.
- 3) If an individual or entity is exempted from the workers' compensation statutory requirements due to the limited number of employees, the coverage requirement may be waived if the event or activity does not otherwise generate a risk or hazard which the University deems unacceptable. A waiver and/or release of liability may be required if a workers' compensation exemption is allowed.
- 4) Any entity or group associated or affiliated with the State of Alabama or United States agency is typically exempt from all insurance requirements. The University will review on a case-by-case basis requests by other governmental entities seeking such an exemption.
- 5) Any event or activity that has a negligible risk as determined by the Office of Risk Management.