

The James M. Cox, Jr. Arboretum Foundation
6733 Springboro Pike, Dayton, OH 45449
phone: 937-434-9005 fax: 937-438-1221
website: www.coxarboretum.org

COX ARBORETUM METROPARK FACILITY APPLICATION AND CONTRACT

MetroParks sponsored events and programs will take precedence in the scheduling of all areas. No commercial, political or religious fundraising events are permitted. Any organization seeking to rent the grounds or facilities for an event involving an admission charge or of a fundraising nature must be qualified as a not for profit, tax exempt organization under section 501 (c) (3) of the Internal Revenue Code. All fundraising events will require a written description of the event submitted with the completed application. Fundraising events must be approved by the Director of Cox Arboretum.

Proceeds from the rental fee further enhance the ongoing improvements to the Cox Arboretum grounds and buildings under the direction of the Cox Arboretum Foundation.

Renting space at Cox Arboretum is a benefit of membership. The membership requirements are:

- \$100.00 membership level for individuals, couples

❖ *Individual Founders Society Members (\$1000) receive one building rental at a 20% discount*

RENTAL GUIDELINES

All groups or individuals desiring to reserve space at Cox Arboretum must complete a Facility Rental Application and Contract. The application must be signed on behalf of the individual or group entering into the rental contract, hereinafter referred to as the “Renter”. The Director of Cox Arboretum reserves the right to reject applications for activities or events deemed not in the spirit of Cox Arboretum, or in the best interest of the protection and security of the buildings, grounds and general public.

The applicant shall return the signed contract along with a **50% nonrefundable deposit and the membership fee** within two weeks of requesting the room to be reserved. The balance of the rental fee and a security deposit of \$300 along with any other applicable fee(s) will be due 60 days prior to the scheduled event. Payment in full is required with the contract when the scheduled event is less than 60 days. The security deposit will be refunded in full after your event if no damages occur and the event ends on time – **this includes the caterer’s departure time**. *Event cancellations must be received in writing 30 days prior to the scheduled event date*. Cancellations less than 30 days prior to the event will result in the loss of the entire rental fee.

Do not advertise that your event is being held at Cox Arboretum until you have a signed contract and confirmation. In the case of severe weather, Five Rivers MetroParks personnel may terminate any event where it is determined such weather presents an eminent danger to guests or property. In such a case where the event has been cancelled in its entirety or for the majority of the rented period, Cox Arboretum staff will make every attempt to assist in rescheduling or provide a full or prorated refund.

FOOD AND BEVERAGE REQUIREMENTS

When food and/or beverages are a component of an approved event, our approved caterers must be used. Please contact the facility rental coordinator for a list of caterers.

Fees charged for catering ***are not*** included in the facility rental fee and are to be obtained directly from the caterer. **Please contact our approved caterers for specific information.** The catering agreement is separate from the rental contract. The grounds and buildings including the kitchen facilities are not available for food preparation and storage by groups or individuals. No grills or open fires are permitted on the grounds. **No food or beverage is to be brought inside the rental space without the prior written consent of the Director of Cox Arboretum or his/her designee.** The caterer is responsible for setup and cleanup for all events or rentals in which they provide service.

Box lunches, bottled or canned drinks and snacks may be brought in for daytime business rentals. This must be approved by the Building Manager or Facility Coordinator ***prior*** to the event. The renter is responsible for all cleanup when this option is used.

Alcoholic Beverages

The sale, consumption or use of alcoholic beverages is prohibited unless specifically permitted by the Director of Five Rivers MetroParks. The purchase of alcoholic beverages must be coordinated through the caterer. If such approval is granted, it is required that the caterer and all groups or individuals abide by all current Ohio Liquor Laws and assume all responsibility for violations of said laws. Serving of alcohol will terminate no less than 30 minutes prior to the scheduled event ending time. The caterer, MetroParks Law Enforcement or Staff reserve the right to refrain from serving any individual based on behavior or actions related to intoxication or suspected intoxication.

Events with alcohol as a component will require the presence of a Five Rivers MetroParks' Law enforcement office for the duration of the event at a separate rate of \$25.00 per hour with said payment made directly to Five Rivers MetroParks. Alcohol is to be confined to the rental area(s) and must not leave the premises. The "Renter" is responsible for assuring their guests arrive home safely.

Fundraising events with an admission charge in which alcohol will be served or with a cash bar, must have a liquor permit and liability insurance. A copy of the permit and insurance certificate must on file at Cox Arboretum no later than one (1) week prior to the event date. Failure to have this information will result in the absence of alcohol during the event. The "renter" is required to abide by all current Ohio Liquor Laws and assume all responsibility for violations of said laws

MAINTENANCE AND SECURITY

A Cox Arboretum operations or administrative staff person will be on site during all events. Event set up is to be coordinated with the Cox Arboretum Facility Coordinator ***prior*** to the event date. In the event that any part of the rented facility or grounds are damaged by the "Renter" or event attendees, the "Renter" will be fully responsible for reimbursing Cox Arboretum for all costs associated with returning the facility or grounds to its original condition inclusive of any expenses incurred in recovering said sums including reasonable attorney's fees. Five Rivers MetroParks, Cox Arboretum, and the James M. Cox, Jr. Arboretum Foundation are not responsible for lost, stolen or damaged personal property.

In addition, the following facility use policies are to be obeyed along with all Federal, State and local laws as well as the rules and regulations of Five Rivers MetroParks (available at www.metro parks.org):

- No smoking is permitted in any buildings. Guests wishing to smoke shall do so outside building entrances but must not block or congregate in doorways and shall discard of all cigarettes, cigars or pipe tobacco in designated receptacles.
- No pets are allowed on the grounds.
- No feeding of the wildlife is permitted.
- No bike riding, rollerblading or ball playing on grounds.
- Do not pick flowers or other vegetation.
- No carry in food or beverage is permitted unless pre-authorized.
- No open flames are allowed. Only smokeless, dripless candles are permitted in the buildings and must be inside a fireproof container – on tables only.
- Helium balloons are only allowed inside buildings.
- Bubbles may be used outside only.
- No decorations may be attached to any walls pillars or other structures within the buildings.
- No items may be set in any public areas during business hours.
- No Cox Arboretum display is to be moved or obstructed.
- Event signage, design, placement and content are to receive prior approval of Cox Arboretum. No political or religious signage or symbols are permitted.
- Any public address or other amplified sound equipment used must not be of a volume to interfere with the general public's enjoyment of the facilities or grounds and must not create a nuisance to adjacent neighbors.
- The “Renter” and their guests are to be responsible for their children and said children's behavior.
- All public advertising of the event is to receive prior approval of the Cox Arboretum.
- Any equipment rental arrangements, large decorations, musical equipment and other large items being brought into the event, must be cleared through the Building Manager at least 14 days prior to the event date.
- All setups that are designed by the individual and not worked through the caterer must be submitted in writing to the Facility Coordinator or Building Manager no later than 14 days prior to event date. The Building Manager may require a meeting to review the setup.
- All decorations, equipment or other items provided by the “Renter” are to be removed immediately following the event.

Violations of terms and conditions for facility use may result in the immediate termination of the event if such violation is determined to be of a serious nature that presents an unsafe environment or threat to persons and property. In case of such termination there will be no refund of any fees received.

INDEMNIFICATION

The “Renter” reserving spaces(s) at Cox Arboretum agrees to indemnify, hold harmless, save harmless and defend Five Rivers MetroParks, Cox Arboretum, and the James M. Cox, Jr. Arboretum Foundation against any and all claims, damages, demands, costs and expenses, including reasonable attorney’s fees for the defense thereof, arising from any breach or default on the part of the contracting party in the performance of any of the terms and conditions of this document or arising from any act of negligence or fault of their guests. Further, the “Renter” agrees that in the event they require their guests, licensees, or participants to execute a waiver, release or form concerning the “Renter’s” liability to such individuals, or causes such form to be delivered to the “Renter”, the contracting party shall also include Five Rivers MetroParks, Cox Arboretum, and the James M.

Cox, Jr. Arboretum Foundation as a party to such waiver, release or form, to the same extent and capacity as the "Renter."

INSURANCE

The Renter may be required to have liability coverage specific to the permitted event. If required, each insured shall be considered primary with regards to any insurance maintained by Five River MetroParks or the James M. Cox, Jr. Arboretum Foundation, and shall name Five Rivers MetroParks and the James M. Cox, Jr. Arboretum Foundation as additional insured and provide coverage for bodily injury (including loss of life) and property damage. *When requested, a Certificate of Insurance must be submitted to the Cox Arboretum and Gardens administrative offices no later than 10 days prior to the event with said certificate must contain a 10-day notice of cancellation provision. Individuals or groups should contact their homeowners, renters or business insurance for appropriate coverage.*

SPECIAL NEEDS

The intent of providing rental of spaces at the Cox Arboretum is to expand the community's interaction with this special place. Accordingly, should you or your guests require special accommodations with regard to access for the physically challenged or the elderly every reasonable effort will be made to ensure their full participation and enjoyment of the grounds. Please share these needs during the application process if known or convey as soon as possible so arrangements may be made and considered in the event design.

Any deviation from the terms and conditions of this contract must be received in writing and approved by the Director of Cox Arboretum or his/her designee.

COX ARBORETUM METROPARK

Facility Rental Fees

Area	Mon. –Fri. 8am – 5 pm (8 Hours)	Mon. – Thurs. After 5 pm (4 hours)	After 5 pm Fri. & Weekends (4 Hours)	<u>Capacity</u>
Education Center	Not Available	\$1,000.00	\$2,100.00	175-200
Fifth Third Conference Center	\$500.00	\$500.00	\$1,300.00	Auditorium: 175 Banquet:120
Kettering Learning Lab	\$300.00	\$300.00	\$500.00	26
MeadWestvaco Theatre	\$350.00	\$350.00	\$600.00	Seating: 48

- **Non-profit special events require the approval of the Director.**
- Capacity will vary depending on the type of setup being used.
- Non-profit special events require the approval of the Director.
- **Additional time is available at the rate of \$300.00 per hour plus MetroParks Law Enforcement Fee if applicable. This must be scheduled 30 days in advance of event date.**
- **For any event that exceeds the standard time frame, the "Renter" will be charged an additional \$250 (plus applicable Ranger Fees) per hour or any portion thereof.**
- **Events must be completed by 12:00 midnight on Friday and Saturday, and 11:00 PM Sunday through Thursday.**
- **Cox Arboretum is a public facility and open to the public during building hours – weekdays 8am – 5 pm and weekends 11am – 4pm.**

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FACILITY RENTAL APPLICATION AND CONTRACT

Individual/Organization: _____

Contact Person: _____

Address: _____
Street Address City State Zip Code

Telephone: _____ Email Address: _____

For the following purpose: _____
(Please be specific as to the nature and purpose of the event)

Number in Party: _____ Designated Caterer: _____

Will food be served? Yes No (must use approved caterers)

Will alcohol be served? Yes No (requires MetroParks Law Enforcement)

Date of event: _____ Time of event: _____ Setup Time: _____
(From - To)

AGREEMENT

In consideration of the sum of \$ _____, plus \$300.00 security deposit, payable in advance, Cox Arboretum hereby rents the _____ to the above identified party commencing at _____ and ending at _____ on _____. The "Renter" hereby agrees to be responsible for compliance of all rules and regulations governing the use of the buildings and/or grounds of Cox Arboretum as stated in this Cox Arboretum Facility Application and Contract, and for any and all damage to the buildings, grounds, or equipment, and hereby agrees to leave the rented area in good order and repair.

The "Renter" agrees to indemnify and hold harmless Five Rivers MetroParks, Cox Arboretum and the James M. Cox, Jr. Arboretum Foundation for any injury or damage to persons or property occurring during, or arising out of, occupancy and use of said building/grounds by the "Renter" and its guests.

Renter: _____ Cox Arboretum: _____

Date: _____ Date: _____

OFFICE USE ONLY	Amount	Deposit Rec'd/Date	cash cc - ck#	Balance Due	Balance Rec'd/Date	cash cc - ck#
Rental						
Ranger						
Membership						
TOTAL						