



Des Moines Botanical Center
 909 Robert D Ray Dr.
 Des Moines, IA 50316
 Phone: 515-323-6290

Facility Rental Agreement

Staff Meeting

This agreement is made and entered into Wednesday, March 11, 2009, between the Board of Water Works Trustees, City of Des Moines, Iowa, (hereinafter referred to as "Des Moines Water Works") and:

Client Name: Des Moines Botanical Center
Address: 909 Robert D. Ray Dr.
 Des Moines IA 50316

Contact: Goodrich, Dawn
Phone1: 323-6291
Phone2:
Email:

Cellular:
Fax:

AGREEMENT DUE DATE:

Event Name: Staff Meeting

Date	Location	Starts - Ends		Function	#	Status
		From	To			
Wed Mar 11 2009	Walsh	7:00 AM	5:00 PM	Staff Meeting	0	CONFIRMED
		7:00 AM	5:00 PM			

This Agreement, and the attached Invoice which forms a part hereof, set forth the terms and conditions of an agreement for facility rental between Lessee and Des Moines Botanical Center Operated by Des Moines Water Works which are effective for the term commencing on the date signed and will expire once both parties have fulfilled the contract.

- ____ (initial) **1. Payment.** The signed Facility Rental Agreement and 50% of rental fees are due at the time of booking. Remaining payment must be made on or before the due date as set forth on the Invoice and in the amounts shown therein, unless other arrangements have been made at the discretion of the Des Moines Botanical Center. **Failure to do so results in an automatic cancellation of the Facility Rental Agreement.**
- ____ (initial) **2. Cancellation and Default.** Should Lessee cancel the event, Des Moines Water Works shall retain any previously paid facility rental fee(s) as a cancellation fee. In the event of any default or non-performance hereunder, or breach of the provisions of this agreement by the Des Moines Water Works, the liability of the Des Moines Water Works shall be limited to the return of the facility rental fee(s) paid by the Lessee.
- ____ (initial) **3. Facility Rental Hours.** Hours will not be extended beyond 12:00 a.m. Additional overtime fees will be charged if attendees are using the facility after 12:00 a.m.
- ____ (initial) **4. Deliveries:** Please do not have items delivered before your scheduled rental period, i.e. floral displays, table decorations, cake, etc.
- ____ (initial) **5. Non-Exclusive Right.** Lessee agrees not to interfere in any way with the ordinary use by others of any portion of the building or grounds not expressly covered in this agreement. Amplified music is only allowed in the Oak and Willow rooms when they are rented by one party. Amplified music is also allowed in the Dome, but only when the Café is not rented to another party. Lessee agrees that during the term of this agreement, other events may be held and joint use may be made in those parts of the Botanical Center not herein leased by the Lessee.
- ____ (initial) **6. Objectionable Conduct or Attire.** The Des Moines Water Works reserves the right to remove or cause to be removed from the premises any person or persons whose conduct at the facility or attire is unlawful, disorderly, or otherwise objectionable. Neither the Des Moines Water Works nor any of its officers, agents, or employees shall be liable to Lessee for any damages that may be sustained by Lessee through the exercise of such right of the Des Moines Water Works.
- ____ (initial) **7. Lessee Property.** Lessee assumes all responsibility for any goods or materials which Lessee may place in the Botanical Center before, during, or after its event.
- ____ (initial) **8. Loss or Damage to Facility or Equipment.** Des Moines Botanical Center staff will inspect for damages and clean-up prior to departure. Damage to the facility or equipment shall be paid for in full by the person or group signing this Agreement. Lessee is responsible for damages to the building, furniture and equipment

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caused by the Lessee or anyone associated with Lessee's use of building. In the event that damage occurs, the Lessee will be invoiced for the full amount of assessed damages. In addition, Lessee will be responsible for all expenses incurred by the Des Moines Water Works in connection with the collection of monies due Des Moines Water Works pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorney's fees, administrative fees and costs.

- ____ (initial) **9. Room Set-Up.** It is the responsibility of the Lessee to submit all room set-up requirements for approval at least two weeks prior to the rental date. Revisions to the room set-up(s) can be made up to three (3) days prior to the event date. **If room set-up is not submitted the room will be left empty and set-up will be the responsibility of the Lessee.**
- ____ (initial) **10. Facility Plantings/Designs:** The Botanical Center cannot guarantee the outdoor and indoor planting areas. All displays/themes are designed by staff 12-15 months in advance. The landscape and flower/plant design cannot be changed, moved or adjusted to fit rental client's colors or design. Many circumstances are beyond our control be it weather related, diseases or other incidences that may occur. Every effort is made to maintain a high-quality garden experience.
- ____ (initial) **11. Public Use:** Users of the Botanical Center facility must be aware that the Gardens are open to the public from 10am-5pm daily. Complete privacy within the Gardens for private events cannot be guaranteed during our public times.
- ____ (initial) **12. Food and Beverage Services.** Except for commercially baked specialty cakes, nuts and mints, all food and beverage service at the facility must be provided by the exclusive contracted catering service specified by Des Moines Water Works (the Exclusive Contracted Caterer). Lessee shall be responsible for arrangements with the Exclusive Contracted Caterer for all food and beverage service desired by Lessee. Only the Exclusive Contracted Caterer may provide any and all beverages and food for your event. **Due to various health issues, please do not remove beverages or food from facility.** All food and beverage service to your organization within the Botanical Center must be provided by the Exclusive Contracted Caterer at the Exclusive Contracted Caterer's prevailing prices for such services. Prices subject to change. Food and beverage service is supplied by the Exclusive Contracted Caterer as an independent contractor. Although Des Moines Water Works may collect for food and beverage service, Des Moines Water Works shall not be deemed to be the supplier of any food and beverage service. Des Moines Water Works shall have no liability or responsibility for such service.
- ____ (initial) **13. Alcoholic Beverages.** Groups who desire to serve alcoholic beverages including beer, wine and liquor are required to:
- a) Obtain permission and enter into contract with the Exclusive Contracted Caterer. This permission will be withheld only in instances when the dispensing of alcoholic beverages would constitute a disservice to the primary function of the Botanical Center.
 - b) In all instances and without exception the services of the Exclusive Contracted Caterer must be employed in the dispensing of any and all alcoholic beverages served at the Botanical Center.
- Failure to comply with these requirements constitutes a breach of contract. In such instances, the event (s) in question shall immediately be terminated by the Des Moines Water Works in which case(s) the Lessee will not be entitled to any refund of monies called for under the terms of this agreement. It is further understood by the Lessee that violations on the part of the Lessee of Item 10, Section b, may constitute violations of the Iowa Beer and Liquor Control Act and that in such instances the Lessee shall bear full burden of Lessee's actions under the Law. Furthermore, the Lessee shall hold the Des Moines Water Works harmless for any damages arising out of such action(s) and in any legal proceedings instituted against the Lessee because of such actions(s).
- ____ (initial) **14. Security:** Lessee shall be solely responsible to maintain an orderly event and to provide security commensurate with the nature and size of the event. Notwithstanding Lessee's obligation, Des Moines Water Works reserves the right to specify security measures to be taken, when in the sole judgment of Des Moines Water Works staff, special security measures are warranted. All costs and expenses of security measures shall

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be paid by Lessee.

____ (initial) **15. Assignment:** Lessee shall not transfer or assign this agreement or the privileges created herein. Any such assignment shall be null and void, and shall be cause for cancellation of this agreement by Des Moines Water Works.

____ (initial) **16. Modifications:** This agreement contains the whole agreement of the parties, and none of the provisions, terms, or conditions of this agreement shall be in any manner modified, waived, or abandoned, except in written instrument signed by both parties.

____ (initial) **17. Marriage (if applicable):** The undersigned is of age and represents that the marriage is authorized by the State of Iowa

____ (initial) **18. Service Charge:** Lessee acknowledges that an additional 18% service charge may be added to the Exclusive Contracted Caterer fees and paid to the Des Moines Water Works.

____ (initial) **19. Copyright:** Performances of copyrighted works at public performances at the facility must be licensed by all appropriate performing rights organizations.

____ (initial) **20. Iowa Smokefree Air Act:** In compliance with the Iowa Smokefree Air Act, the Des Moines Botanical Center has adopted the following policy: Smoking will be prohibited inside the building and the outdoor area bordered by Robert D Ray Drive including the hillside on the back side of the center. Smoking will be permitted in the parking lot only.

Returned Checks: All returned checks will be assessed a surcharge of \$30.00.

Dawn Goodrich
Des Moines Botanical Center
Facility Manager

(Client Signature)

Please indicate the time you would like us to open the doors for you if this time is later than the rental start time. _____

Please indicate the time you intend to end your event if this time is earlier than the rental end time. _____

These access times can be adjusted prior to the event by contacting an Events Coordinator at (515) 323-6290.