

## **Cheyenne Botanic Gardens Facility Use Information**

### **Thank you**

Thank you for considering the Cheyenne Botanic Gardens for your upcoming event; we look forward to working with you to make it a success. Below are our current policies and some tips for a great event. Policies are updated periodically and if a new version of this document is released during the planning process, the event representative will send the Client (“you”) the new copy for review and signature.

### **Reservations Policy**

The Cheyenne Botanic Gardens accepts booking requests eighteen (18) months in advance from the first business day of each month, and reservations can be made no later than 2 weeks prior to the event day. Requests can be made in person, over the phone, or via email and are taken on a first come first served basis. Gardens spaces are available for rental between 7 a.m. and 12 a.m., Wednesday through Sunday.

### **Holds Policy**

Holds may be placed on any date (up to 18 months in advance) for which a rental contract has not been executed with another party for that date. You are then given the “first hold” for that date, and we will not sell the date to another party without first giving you the opportunity to execute a contract. If a hold (or holds) already exists on a date in which you are interested, we will place a “second hold” (or third, etc.) on the date. We will hold your date for seven (7) calendar days. We will then attempt to contact you, and you will be required to release the date or execute the rental contract and provide payment for all deposits and advance fees as stated.

### **Evening Rentals**

Once the building closes to the public the front door will remain open for a half hour, with a staff or security person monitoring the entrance. After that time, the door will be set to Exit only, and any later guest arrival will be the responsibility of the Client.

### **Holiday Dates**

An additional \$25 per hour will be added to the total rental fee, or a flat fee of \$400.00 for wedding packages applies to the day of the following holidays:

- Martin Luther King Day
- President’s Day
- Memorial Day
- Labor Day
- Veterans Day
- Independence Day

The following are subject to the increased rates above:

- Holiday Season (Thanksgiving to New Year’s Day)
- Frontier Days

The following holidays are **not** available for rental:

- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- Easter
- New Year's Day

### **Contracts and Fees**

To secure a date for rental space at the Cheyenne Botanic Gardens, signed copies of the Rental Contract, Facility Use Information, and a 50% deposit must be received by the Gardens' Staff. The Gardens' also requires a credit card number on file to hold for any cleaning, damage, or cancellation fees. The contracts are due within seven (7) calendar days of receipt, and the remaining deposit balance is due thirty (30) days prior to the date of the event. If a booking date is within 30 days of the Contract, then 100% of the total rental fees will be due with the signed contract. Acceptable form(s) of payment will be cash, check, or credit card. Checks can be made out to Cheyenne Botanic Gardens.

### **Permits**

Permits must be presented to the Gardens' Staff no later than five (5) business days prior to the event date, failure to provide documentation will result in revoking of privileges assigned to permit. Permits can be obtained through the City Clerk's Office (2101 O'Neil Avenue - Municipal Building). Please Note: Consumption Permits and/or Noise permits through the City Clerk's Office are only good for 60 days before your event. Permits generally take five business days to process. All permits end at 11 p.m.

### **Cancellation and Rescheduling**

Cancellations must be submitted in writing via letter or email, and received by the Gardens' Events Coordinator no later than seven (7) days prior to the contracted date. Cancellations made less than seven (7) days before the event will result in an additional cancellation fee of \$200.00, charged to the credit card number on file. All cancellations will result in forfeiture of all previous payments made to the Cheyenne Botanic Gardens.

Events may be rescheduled prior to, or immediately following cancellation in writing, to an available date within six (6) months from the original date, with no forfeiture of previous payments, or additional fees. Events may only be rescheduled once.

### **Outdoor Venue & Inclement Weather Backup Space Policy**

Inclement weather backup spaces are not guaranteed for events scheduled in outdoor venues. The client may rent a rain backup space in advance, based on availability. A non-refundable deposit of 50% will be applied to the back-up space. Four hours before the event start time the client must decide which space will be used. If your event is moved to an available back-up space without prior advance contracting or outside of the 4-hour window, standard rates and applicable charges will apply. In the event of unplanned inclement weather with no space available the Client will not be allowed to move into any Public areas of the facility to complete their event.

**Set-up and Break-down**

Chairs and tables are set-up and taken-down by the staff of the Botanic Gardens prior to and at the completion of your event. The time to set-up all other decorative, personal, or food and beverage items, must be included in your total rental time. Any tear-down of those items must occur immediately after your event is complete and cannot exceed one (1) hours' time. If client, clients' guests, or vendors are on premises beyond the hour or after midnight, an overtime rate will be charged at \$200.00 per thirty (30) minutes. All public entrances are strictly limited to hand-carried items for the set-up or tear-down of event equipment or supplies. The use of dollies, flatbeds and mechanical equipment for set-up or tear-down of an event are only allowed at our specified loading areas.

**Service Contractors**

Any service contractors, vendors, or rental companies hired by the client must fit within the client's pre-booked set-up and tear-down timeframe. The client assumes all financial responsibility for any damage to Cheyenne Botanic Gardens facility and property during the set-up/tear-down process by either the client, or the clients' service contractors. Deliveries and pickups by service contractors must be within client's rented time (listed on contract as "Client Arrival Time.") It is the client's responsibility to communicate to all contractors the booked start time. If any of these parties show up in advance, (outside of the booked time) the delivery may be turned away, and asked to come back during the booked time frame. The Gardens is not responsible for deliveries that have been turned away. Under no circumstances will the Gardens sign for any deliveries.

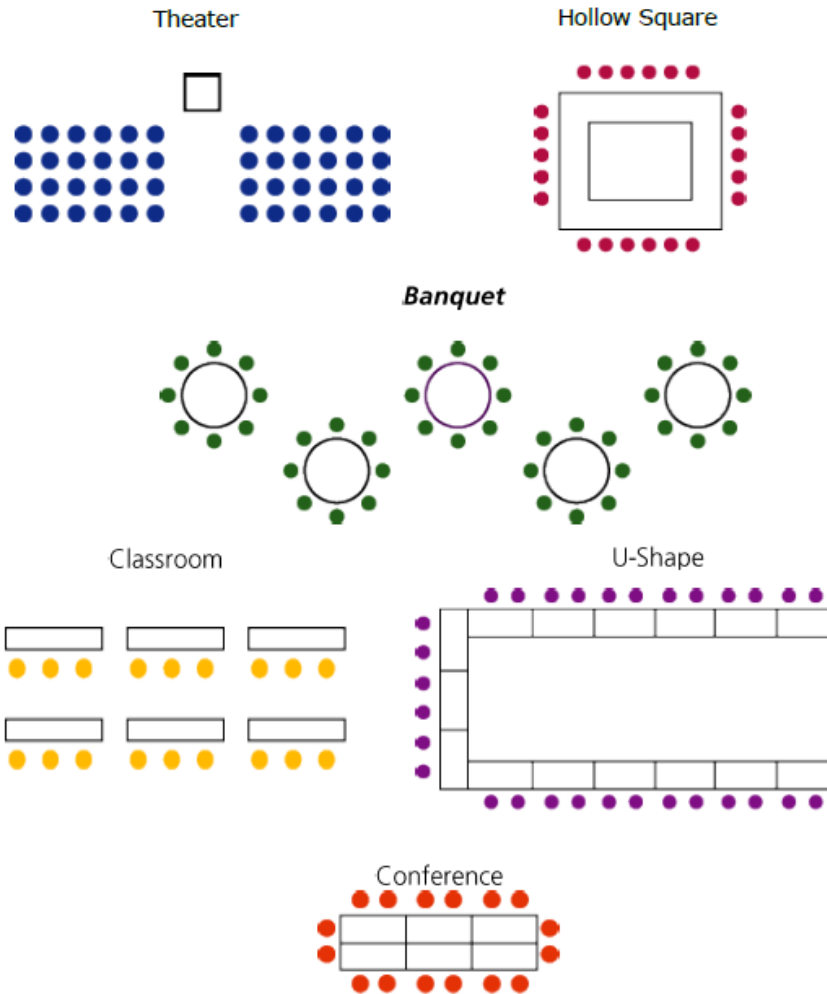
**Catering**

At this time, a Catering Policy is not in effect. A list of Preferred Caterers, and Alcohol Caterers is available for the client, and can be requested from the Events Coordinator. The client can provide their own food and beverage for their event, but will not be allowed use of any Catering Kitchen facilities. If alcohol is being delivered to the Gardens, the caterer must be on site to accept the delivery; the Gardens will not accept any alcohol deliveries.

**Room Set-Up & Layout Deadlines**

All room set-ups, layouts, and major operational decisions must be made no later than seven (7) days prior to the client's event date. Set up of any areas will occur before the contracted rental time if possible, but may occur within the first hour of contracted time if necessary. The Events Coordinator can assist you in determining the most appropriate setup for the size, and function of the event.

### Common Setup Options:



### Premises and Grounds Use

Due to the sensitive nature of our mechanical systems, grounds, horticulture, and environmental controls, the following is NOT permitted in the Grand Conservatory rental spaces.

- Glitter, rice, confetti, beads, bird seed, or **helium balloons**.
- Sparklers, fireworks, the releasing of balloons, throwing, or placing of non-biodegradable items.
- Use of fog, haze, CO<sub>2</sub>, or other atmospheric devices in the building, on the patios, or on the observation rooftop deck.
- Open flame candles - only simulated candles (battery operated) are permitted.
- Glass beverage containers.
- Affixing anything to facility surfaces (including floors, walls, ceilings, or countertops), facility equipment, art pieces, potted plants, and/or trees.

- Dance Floors are acceptable, but no wax, carpet, etc., may be used on any other floor surfaces without prior written consent of the Botanic Gardens Staff.
- Décor and/or lighting may not be suspended from plants or trees, put in pots, beds, or hanging plants, and no items may be stuck in the ground.
- Suction cups may be used on windows, but the windows must then be cleaned by the client at the end of the event.
- The conservatory, lobby, and outdoor areas feature plant and floral displays, these assets are not to be moved, removed, changed, tampered with, or destroyed in any way.
- Roasters, crockpots, slow cookers and warming plates must be kept on countertops or used with an insulated table cover.
- All doors to mechanical rooms, storage rooms, emergency exits, and offices must be kept clear at all times.
- Placement of tents, canopies, and/or shade umbrellas on the grounds or patios of the Gardens must be pre-approved by the Events Coordinator.
- Pets are not allowed in the facility; service animals are welcome.
- **Children must always be supervised.**

The Events Coordinator, designated Gardens Staff, or volunteers, may monitor event activities, and have the authority to enforce contract rules. The Events Coordinator can institute fees, or cancel an event contract at any time if the Client does not honor contract provisions or local laws.

## **Alcohol Policy**

### **Special Permit (Consumption)**

- Approval for consumption (NOT SALES) of champagne, wine and/or malt beverages must be obtained from the City Clerk's Office.
- The Client must provide proof of insurance, as approved by the City Risk Manager, with the permit application when submitted to the City Clerk's office. If wine and champagne are to be consumed, the purpose must be for a private ceremony, reception, or similar event and only in designated areas.

#### **b. Malt Beverage Permit**

- Approval for a malt beverage permit authorizing the sale of malt beverage only at a special community-based event must be obtained from the City Clerk's Office.

#### **c. Alcohol Catering Permit**

- Caterers with these permits must send a copy to the Events Coordinator no later than five (5) days before the event.

#### **d. Alcohol Use Fee/Security**

- All evening events where alcohol is served may be asked to pay for one security person to patrol the building for the duration of their event. The Events Coordinator will arrange for security and the cost will be added to the contract.

### e. Building Consumption Policy

- All alcohol must stay out of Public areas until the building is closed, Clients and their guests must keep alcoholic beverages in their rented space until that time.

### Photography Policy

A permit and reservation is required for all photography inside the Grand Conservatory building. Photography on the Ground,s or in the Children’s Village area has no charge. All Photographers are required to pay fees as follows, and will be issued a pass for the date of shoot. Photography that is included in wedding packages, or contracts must still be scheduled through the Events Coordinator, and the photographer issued a pass.

Photography Type	Pricing	Basic Information	Basic Guidelines
<b>Portrait</b>  Up to 3 people  (+photographer/assistant)	\$10 for one hour	<ul style="list-style-type: none"> <li>• <u>Reservations are required</u> and should be made at least 1 week in advance</li> </ul>	<ul style="list-style-type: none"> <li>• No tripods or lighting equipment (including umbrellas and reflectors)</li> <li>• Props are not permitted</li> <li>• Clothing changes are not permitted</li> </ul>
<b>Portrait</b>  4-10 people  (+photographer/assistant)	\$25 for one hour	<ul style="list-style-type: none"> <li>• <u>Reservations are required</u> and should be made at least 1 week in advance</li> </ul>	<ul style="list-style-type: none"> <li>• No tripods or lighting equipment (including umbrellas and reflectors)</li> <li>• Props are not permitted</li> <li>• Clothing changes are not permitted</li> </ul>
<b>Portrait /Commercial</b>  11-30 people  (+photographer/assistant)	\$75 for one hour	<ul style="list-style-type: none"> <li>• <u>Reservations are required</u> and should be made at least 1 week in advance</li> </ul>	<ul style="list-style-type: none"> <li>• No tripods or lighting equipment (including umbrellas and reflectors)</li> <li>• Props are not permitted</li> <li>• Clothing changes are not permitted</li> </ul>
<b>Annual Pass – For Photographers</b>	\$150/ year	<ul style="list-style-type: none"> <li>• <u>Reservations are still required</u> and should be made at least 1 week in advance</li> </ul>	<ul style="list-style-type: none"> <li>• No tripods or lighting equipment (including umbrellas and reflectors)</li> <li>• Props are not permitted</li> <li>• Clothing changes are not permitted</li> </ul>
<b>Personal/ Hobby/ Media/ Class</b>	No charge	<ul style="list-style-type: none"> <li>• No reservation required</li> </ul>	<ul style="list-style-type: none"> <li>• No tripods or lighting equipment (including umbrellas and reflectors) are not permitted</li> </ul>

### Walk-through Appointments

Appointments for walk-throughs of rental spaces can be made with the Events Coordinator, and will be based on event space and Coordinator availability. It is recommended to schedule an appointment at least 48 hours in advance of the intended viewing date to verify availability of

the space, and Events Coordinator. Walk-throughs will not exceed thirty (30) minutes in length, and will be supervised by the Events Coordinator or Gardens' representative.

### **Wedding Rehearsals**

Clients are offered a complimentary one-hour rehearsal (if desired), with wedding rental. This will be booked at the contract signing. Gardens' Staff will try to accommodate your date and time as best as possible. The Events Coordinator or Staff will not be available to assist with your rehearsal. You may go directly to your wedding site once your group has arrived. Your wedding site will be open to the public, so please work around our public guests. You are expected to stay within your one-hour time block.

### **Public Areas**

The Cheyenne Botanic Gardens is a public facility with scheduled operating hours to the public. The lobbies, balcony areas, conservatory, general grounds, and parking lots are considered public and not under client control. All requests to utilize public areas for registration, special exhibits or displays, etc., require approval in advance of the contracted event date from the Gardens' Events Coordinator.

### **Music and Entertainment**

Indoor amplified and/or live music is allowed in the Orangerie, Combined Meeting Rooms, and Classroom through the Gardens' audio system, or professionally installed portable system. Outdoor events that request amplified music must obtain a noise permit from the City of Cheyenne at their own cost. Cheyenne Botanic Gardens Staff reserves the right to request the lowering of music/sound for any reason deemed necessary.

### **Tents**

The Solar Patio has tent anchors that can accommodate a 20 x 30 tent. Tents placed on the grounds of the Gardens must have prior approval from the Events Coordinator as staking in the wrong areas can disrupt the sprinkler system.

### **A/V Services**

The Cheyenne Botanic Gardens does provide A/V equipment for an additional cost, please see A/V rate sheet, and make all requests through the Events Coordinator.

### **Internet**

The Cheyenne Botanic Gardens offers free public Wi-Fi throughout the facility. Outdoor gardens do not have Wi-Fi.

### **Dance Floor**

The use of dance floors is possible in select spaces in the Grand Conservatory building, any requests for a dance floor should be made through the Events Coordinator, who will determine feasibility.

**Copyright**

Performances of copyrighted works during Client's facility rental must be licensed by all appropriate performing rights organizations, and it is the responsibility of the client to obtain the proper licensing.

**Parking**

Free public parking is available in the Cheyenne Botanic Gardens main lot which is located on the South West side of the Grand Conservatory. In addition, there is free parking in the designated parking areas around Lions Park. Parking is first come, first served, open to the public, and therefore not guaranteed. If you are planning a large event, consider other alternatives for parking, or ride-sharing to avoid any issues for your event day. Valet parking on Cheyenne Botanic Gardens property is not permitted.

**Housekeeping**

Cleaning is provided in all public areas for the facility, rental spaces, restrooms, and lobbies once a day. Tables, chairs, A/V, and other items belonging to the Botanic Gardens will be set-up and torn-down by Gardens staff. All personal items brought into the building for the clients' event is the responsibility of the client to remove. No items may be stored overnight.

**Non-Exclusive Rights**

The Cheyenne Botanic Gardens is a public facility, along with offering rental spaces, and reserves the right to be open to the public during scheduled operating hours as well as contract several events at one time. In this case, guests would share parking, public areas, and restrooms. If an exclusive event is desired, rental of the entire facility is strongly recommended.

**Lost and Found**

Cheyenne Botanic Gardens is not responsible for any damaged, lost and/or stolen items, items brought in, or left on-site. It is the client's responsibility to make sure all personal items are removed by the end of the contracted rental period.

**Smoking**

In concurrence with City of Cheyenne smoking ordinance; smoking of any kind (including e-cigarettes) is not permitted in the Cheyenne Botanic Gardens facilities or grounds, including all outdoor event spaces, parking lots, sidewalks, and greenspaces. We ask for your cooperation in preventing litter, inconvenience, and health hazards for others by informing service contractors, invited guests, and others about this policy.

**Events Coordinator and their Role**

The Cheyenne Botanic Gardens Events Coordinator is dedicated to the facilitating event rental. They are responsible for opening/closing the site/garden rented at the designated time, as well as set up of tables and chairs included in the rental (this does not include any additional tables, chairs, décor rented by the client from outside vendors). They will supervise the event's set-up and tear-down as it pertains to the Botanic Gardens equipment or facility use, and may be present during the event to help with any facility related needs.



**Emergency Situations**

In the event of a serious emergency (Fire, Police, Medical), designate one person to immediately call 911 and notify Cheyenne Botanic Gardens Staff directly following. If for any reason, evacuation of the facility becomes necessary, please exit quickly but calmly following the directions of Cheyenne Botanic Gardens Staff or emergency responders in your area.

**Sign in Acknowledgement that you read, understand, and will follow the Regulations as stated:**

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**Printed Name of Client**

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**Signature of Client**

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**Date**

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**Signature of Representative of Cheyenne Botanic Gardens**

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**Date**