



## 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 before your event is complete, the latest version becomes applicable and the updated policies must be adhered to.

### Reservations Policy

The Cheyenne Botanic Gardens accepts booking requests twenty-four (24) months in advance, and reservations can be made no later than 2 weeks prior to the event day. Events requested less than 2 weeks in advance are at the discretion of the Events Coordinator and based on feasibility. 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 10 p.m., Tuesday through Saturday, rentals requested outside these times are subject to availability and are made at the discretion of the Events Coordinator.

### Holds Policy

Holds may be placed on any date for which a rental contract has not been executed with another party. 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 exist 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.

### Walk-through Appointments

Appointments for walk-throughs of rental spaces can be made with the Events Coordinator in advance and will be based on event space and Coordinator availability. Walk-throughs will not exceed thirty (30) minutes in length and will be supervised by the Events Coordinator or Gardens’ representative.

### Holiday Dates

The Cheyenne Botanic Gardens is closed for business and events on Mondays, Sundays from September thru May, and City/Federal holidays. Days that are unavailable are listed below.

- Martin Luther King Jr. Day
- President’s Day
- Memorial Day
- Independence Day
- Cheyenne Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve
- 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 Policy, and a 50% deposit must be received by the Gardens' Staff. The contract and deposit 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 or the rental amount is less than \$150, then 100% of the total rental fees will be due with the signed contract. Acceptable form(s) of payment will be cash, check, or debit/credit card. Please note: Debit/Credit cards incur a processing fee of 2.5% per transaction.

## **Cancellation and Rescheduling**

Cancellations for a contracted event must be submitted in writing via letter or email and received by the 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. All cancellations will result in forfeiture of all previous payments made to the Cheyenne Botanic Gardens. Cancellations caused by medical, funeral, or military deployment will result in an 85% refund. \*Must show proof of reason for cancellation with written notice of cancellation. In this instance only, written notice of cancellation must be received no later than 10 days after verbal notice of cancellation.\* In lieu of cancellation, events may be rescheduled one time, prior to, or immediately following cancellation in writing, to an available date within one (1) year from the original event date, with no forfeiture of previous payments, or additional fees.

## **Outdoor and Grounds Spaces**

All events on the grounds with less than 50 attendees must rent the space for a minimum of one (1) hour, all events over 50 attendees must rent the space for a minimum of two (2) hours. Chairs are not provided by the Botanic Gardens out on the grounds. A back-up indoor rental space is not guaranteed for events scheduled in outdoor venues. The client may rent a backup space in advance, no later than 2 weeks prior to the event date, based on availability. A non-refundable deposit of 50% of the time 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 allowed to move 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, no refunds will be given, and the event cannot be re-scheduled without further payment and a new contract.

## **Garden Beds and Flowers on the Grounds**

Garden beds on the grounds are not planted until after June 1<sup>st</sup>, and there is no designated date that each bed will be planted. The Cheyenne Botanic Gardens does not guarantee flowers in the beds or blooming flowers on our grounds due to wildly fluctuating weather patterns, planting schedules, possible construction, and plant material availability.

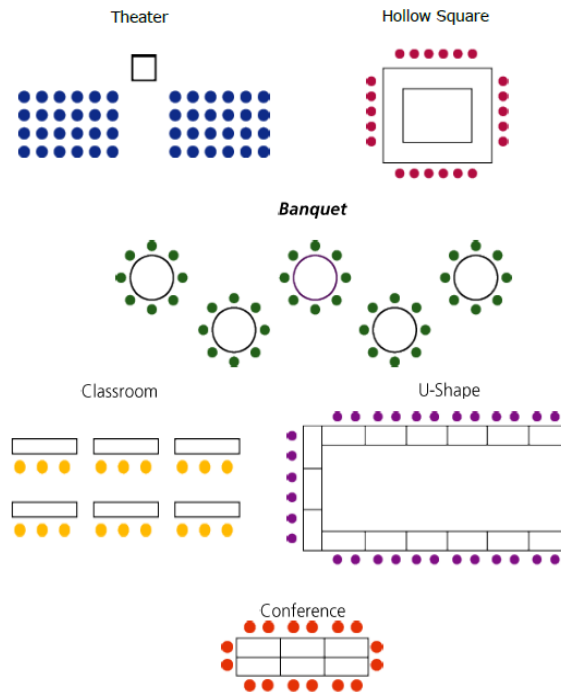
## **Set-up and Break-down**

Chairs and tables are provided as part of the rental fee for areas in and connected to the Grand Conservatory building, they are not provided in the grounds spaces. They are set-up and taken down in one configuration by the staff of the Botanic Gardens. If a change-over of layout is desired during the rental, an additional fee will be incurred, and the Events Coordinator will determine the feasibility and fee based on the level of difficulty. Tables, chairs, A/V, plants, and other items belonging to the Botanic Gardens will be set-up and torn down by Gardens staff. The time needed to set-up all other decorative,

personal, food and beverage items etc., must be included in your total rental time. Any tear-down of those items must occur immediately after your event time is complete and cannot exceed one (1) hours' time. If client, clients' guests, or vendors are on premises beyond the hour, or after 11 p.m., an overtime rate will be charged at **\$200.00 per thirty (30) minutes**. 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, or in spaces not rented in your contract, excess items such as packaging, decorations, food stuffs, boxes, bags etc. must be kept in your area or taken out of the building.

### 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. The Events Coordinator can assist you in determining the most appropriate set-up for the size and function of the event.



### Building and Grounds Use Regulations

Due to the sensitive nature of our grounds, mechanical systems, Conservatory, and environmental controls, the following is **NOT** permitted in the Cheyenne Botanic Gardens rental spaces.

- Glitter, rice, confetti, beads, bird seed, silk or paper flowers (not allowed in grounds only), sparklers, fireworks, non-biodegradable items, or **helium balloons**.
- The releasing of balloons, throwing, setting off, or placing of non-biodegradable items, or anything that can lead to litter in the Gardens spaces.
- Use of fog, haze, CO<sub>2</sub>, or other atmospheric devices in the building, on the patios, or on the observation deck.
- **Open flame candles** - only simulated candles (battery operated) are permitted.
- Affixing anything to facility surfaces (including gazebos, arches, floors, doors, windows, walls, ceilings, or countertops), facility equipment, art pieces, plants, or trees.
- Décor and/or lighting may **NOT** be suspended from plants or trees, put in pots, beds, gazebos, arches, or hanging plants, and no items may be stuck in the ground.

- The indoor and outdoor areas feature plant and floral displays, these assets are not to be moved, removed, changed, touched, tampered with, or destroyed in any way.
- Please keep Glass beverage containers to a minimum, this is for the protection of our tile floor, your guests, and your wallet.
- 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 seven (7) days before the event by the Events Coordinator.
- Pets are not allowed in the facility; service animals are welcome.
- **Children must always be supervised at the Botanic Gardens, this includes the grounds, in the buildings, and in the Children's Village area.**

### **Service Contractors and Damages**

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/event/tear-down process by either the client, client's guests, or service contractors. If damage is found the Client will be issued a bill, which, if not paid within the designated time frame will then go to a Collections Agency. 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. Under no circumstances will the Gardens sign for any deliveries and will not be held responsible for deliveries that have been turned away.

### **Food and Beverage**

The client is welcome to use any professional caterer, restaurant, or bring in their own food for the event. The Large Catering kitchen is available to use for \$75, which includes the Ice Machine. The Small Catering kitchen is available for a \$20 fee. A list of Food/Alcohol Caterers is available for the client and can be requested from the Events Coordinator. If alcohol is being delivered to the Gardens, the caterer or Client must be on site to accept the delivery; the Gardens will not accept any alcohol deliveries. Clients and Vendors must comply with all posted rules and regulations in the Kitchens, or either the Vendor or Client will be billed for damages.

### **Alcohol Policy**

Special Permit (Consumption)-Individuals or Businesses can apply

- 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.
- Permits must be in possession of the Client on the day of the event and must be displayed on or near the beverage table.

Malt Beverage Permit- Individuals or Businesses can apply

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

Alcohol Catering Permit-Caterers only can apply

- Caterers with these permits must have the permit in their possession and displayed on or near the beverage table on the event date.

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 decide on the necessity, arrange for security, and the cost will be added to the contract.

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(s) until that time.

## Permits

Permits must be presented to the Gardens' Staff at the time of the event and displayed in full view. Failure to provide documentation will result in revoking of privileges assigned to permit. Permits can be obtained through the City Clerk's Office at 2101 O'Neil Avenue - Municipal Building, 307-637-6329. Consumption Permits and/or Noise permits through the City Clerk's Office are only available 60 days prior to your event. Permits generally take five business days to process and all permits end at 10 p.m.

## Linens

Linens rented directly from the Cheyenne Botanic Gardens will be placed on tables and removed at the end of the event by Staff. Any damage or loss of these linens is the responsibility of the Client and they will be invoiced accordingly. Linens rented from TBK Rental through the Botanic Gardens will be delivered to the rental space and dropped off at TBK at the completion of the event. Client is responsible for placing them on tables and removing them at end of the event. Client is responsible for any damage or loss to TBK Rental linens and will be invoiced accordingly. For an extra fee Gardens Staff will place and remove TBK linens from tables for your event. Botanic Gardens linen pricing, colors, and sizes can be found on the Amenities sheet, TBK rental information can be provided by the Events Coordinator.

## Severe Weather Policy

At any point in your event if severe weather occurs; severe weather is defined as Lightning, Tornado or Thunderstorm Watches/Warnings, the Events Coordinator will stop the event and inform all participants that they need to seek shelter or follow emergency instructions. The event will not be allowed to continue until all alerts have ceased. If your event can not continue due to weather related issues, you will be allowed to re-schedule the event within a year, depending on availability.

## Photography Policy

A reservation and fee are required for posed photography inside the Grand Conservatory building. Private Event Clients are required to pay a flat fee of \$50 per one-hour time slot in the Conservatory and it must be scheduled with the Events Coordinator. Photography on the grounds or in the Children's Village area has no charge. All other photography falls under our public photo policy and must be scheduled between 9a and 10a Tuesday thru Saturday.

## **Wedding Ceremony Rehearsals**

Clients are offered a complimentary one-hour rehearsal (if desired), with Ceremony rental. This will be booked at the contract signing. Gardens' Staff will accommodate your date and time based on space availability. Rehearsals out on the grounds will not have staff assistance, so you may go directly to your wedding site once your group has arrived.

## **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 open to the public, and therefore not guaranteed. If you are planning a large event, consider other alternatives for parking, or ridesharing to avoid any issues for your event day. Valet parking on Cheyenne Botanic Gardens property is not permitted.

## **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 at least 2 weeks in advance of the contracted event date from the Events Coordinator.

## **Housekeeping**

Cleaning is provided in all public areas for the facility, rental spaces, restrooms, and lobbies once a day. All event spaces rented are cleaned before the start of the event. Any major spills or cleaning needs will be taken care of during the event by Gardens' staff.

## **Music and Entertainment**

Indoor amplified and/or live music is allowed in the Grand Conservatory building through the Gardens' audio system, or professionally installed portable system and requires no permit. Outdoor events that request amplified music must obtain a noise permit from the City of Cheyenne at their own cost and may not begin playing amplified sound outdoors until 5pm. 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 in/around the building, or on the grounds of the Gardens must have prior approval at least seven (7) days in advance of the event from the Events Coordinator.

## **A/V Services and Internet**

The Cheyenne Botanic Gardens does provide Audio/Visual equipment for an additional cost, please see Amenities sheet, and make all requests through the Events Coordinator. Free Wi-Fi is available throughout the building for Clients. Outdoor gardens do not have Wi-Fi.

## **Dance Floor**

The use of dance floors rented through a service contractor is possible in select spaces in the Grand Conservatory building, any requests to use 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.

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

**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.

**Events Coordinator, CBG Staff, and Volunteers**

The Cheyenne Botanic Gardens Events Coordinator is dedicated to facilitating event rentals. They are responsible for opening/closing the site rented at designated times, as well as set up and tear-down of tables, chairs, and equipment included in the rental and will assure adherence to all policies and procedures stated in this document and the contract. They may also be present during the event to help with any facility related needs. The Events Coordinator, 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.

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

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Cheyenne Botanic Gardens Representative

\_\_\_\_\_  
Date