

# The Gardens

## KANSAS STATE UNIVERSITY GARDENS RENTAL AGREEMENT

THIS AGREEMENT is by and between Kansas State University on behalf of The Gardens at Kansas State University (referred to herein as "The Gardens") and \_\_\_\_\_, referred to herein as RENTER.

IT IS AGREED THAT FOR AND IN CONSIDERATION OF THE FEES AND CHARGES DESCRIBED HEREIN, AND THE MUTUAL AGREEMENTS OF THE PARTIES CONTAINED HEREIN AS FOLLOWS: RENTER is renting The Gardens' \_\_\_\_\_, as specified below for the sole purpose of holding the \_\_\_\_\_ event/wedding/portrait session (circle one). The Renter has that right to use and occupy The Gardens facility noted herein for such purpose and no other.

| Event/Wedding date | Start time              | Number in attendance | Rehearsal date | Start time              |
|--------------------|-------------------------|----------------------|----------------|-------------------------|
| ___/___/___        | _____ AM/PM(circle one) |                      | ___/___/___    | _____ AM/PM(circle one) |

1. In exchange for Renter's non-refundable Date Reservation Fee of \$250, the Event Fee of \$\_\_\_\_\_, and the Security Deposit of \$250, The Gardens hereby grant to RENTER a non-assignable right for the RENTER to use and occupy the above specified facility on the date and time indicated above. It is understood that the above times include the hours necessary for the purpose of installing equipment, preparing the premises and equipment for use, conducting the wedding/reception event, and packing, removing all equipment and complete cleanup.
2. The Gardens reserves the right to schedule other events on the same day that will not conflict with the above event and/or time block.
3. The RENTER hereby assumes full responsibility for the acts and conduct of all persons admitted into The Gardens for and in connection with the above event (referred to herein as "invitees"), including but not limited to guests, caterers, photographers, event planners, musicians, rental companies, drivers, etc.). If during the term of this agreement, the premises or any portion of the building or grounds are damaged by the act, default or negligence of the RENTER or any invitee, the RENTER shall be responsible for such damages.
4. The Gardens assumes no responsibility for any property left at the facility.
5. RENTER understands that they must vacate the rented space at the event end time (noted above), including removal of all equipment, trash, and items associated with the event, otherwise additional fees and charges may apply.
6. The Gardens reserves the right to terminate this agreement at any time.
7. The Gardens and Kansas State University, including their officers and employees, shall be held harmless from all claims, losses, expenses, and judgments that may result from acts the RENTER, caterers and those in attendance or participating in any such event in The Gardens. The RENTER shall also indemnify The Gardens and Kansas State University, including their officers and employees, from and against all claims, liability, loss, and expense including reasonable costs, collection expenses and attorney's fees incurred, from and claim, suit or proceeding arising out of the use of The Gardens or the subject matter of this Agreement. This clause shall survive the termination of this Agreement.
8. Neither Party is an agent, employee, legal representative, partner, or joint venturer of the other Party.
9. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. This Agreement may be amended only upon mutual agreement in writing of the Parties.
10. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
11. The Gardens shall not be responsible for, nor indemnify a third party for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.

# KANSAS STATE UNIVERSITY GARDENS RENTAL AGREEMENT

IN CONSIDERATION FOR THE MUTUAL PROMISES AND BENEFITS HEREBY EXCHANGED, THE AUTHORIZED REPRESENTATIVES OF THE PARTIES DO HEREBY AGREE TO THE CONDITIONS OUTLINED ABOVE AND OUTLINED IN THE KANSAS STATE UNIVERSITY GARDENS RULES AND REQUIREMENTS ATTACHED.

RENTED BY:

\_\_\_\_\_  
(Please print) Signature Date

APPROVED BY:

\_\_\_\_\_  
The Gardens Signature Date

**Billing information:**

Contact person \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

Completed W-9 form required (electronic version provided upon request)  on file

**Event fees and deposit checks payable to Kansas State University.**

Please indicate the date and event name with each payment.

**Type of event**

- Wedding
- Reception
- Lecture, meeting, presentation
- Portrait session
- Other (describe): \_\_\_\_\_

**Facility requested**

- Visitor Center Garden and oval lawn
- Conservatory Garden's formal lawn
- Rose Garden
- Visitor Center's information center
- Visitor Center's conference room



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## Deposits

| Purpose           | Deposit | Due date                    | Refundable | Total    |
|-------------------|---------|-----------------------------|------------|----------|
| Portrait session  | \$50    | at time of reservation      | No         | \$ _____ |
| Date reservation  | \$250   | at time of reservation      | No         | \$ _____ |
| Security          | \$250   | 60 days prior (___/___/___) | Yes        | \$ _____ |
| Subtotal deposits |         |                             |            | \$ _____ |

## Facility use fees

| Facility use               | Event fee | Due 60 days prior<br>(___/___/___) | Due 30 days prior<br>(___/___/___) | Total    |
|----------------------------|-----------|------------------------------------|------------------------------------|----------|
| Two-hour event             | \$1,200   | \$600                              | \$600                              | \$ _____ |
| Three-hour event           | \$1,800   | \$900                              | \$900                              | \$ _____ |
| Four-hour event            | \$2,400   | \$1,200                            | \$1,200                            | \$ _____ |
| Six-hour event             | \$3,000   | \$1,500                            | \$1,500                            | \$ _____ |
| Subtotal facility use fees |           |                                    |                                    | \$ _____ |

## Equipment use fees

| Chairs   | Quantity | Due 30 days prior<br>(___/___/___) | Total    |
|--|----------|------------------------------------|----------|
| 1-250 ivory chairs \$1.50/each ( \$.50/chair; \$1/set up)                              | _____    | Balance                            | \$ _____ |
| Other  | _____    | Balance                            | \$ _____ |
| Sales tax on use of equipment at 8.75%   |          |                                    | \$ _____ |
| Subtotal equipment   |          |                                    | \$ _____ |
| Holidays and holiday weekends (25% added to facility and equipment use fees)           |          |                                    | \$ _____ |
| Subtotal facility and equipment use fees (event fee):                                  |          |                                    | \$ _____ |
| Total deposits and event fee (Checks made payable to <b>Kansas States University</b> ) |          |                                    | \$ _____ |

Note: A minimum fee of \$75 will be charged for any needed clean up after an event.  
Smoking, use of tobacco or alcohol will result in the immediate forfeiture of the security deposit. All fees are subject to change.

# The Gardens

## VENDOR CONTACT INFORMATION

**Due Date 2 weeks prior ( \_\_/\_\_/\_\_ )**

### Event Planner

| Company | Main Contact | Address | City, State, Zip | Email | Phone |
|---------|--------------|---------|------------------|-------|-------|
| _____   | _____        | _____   | _____            | _____ | _____ |

### Photographer(s)

| Company | Main Contact | Address | City, State, Zip | Email | Phone |
|---------|--------------|---------|------------------|-------|-------|
| _____   | _____        | _____   | _____            | _____ | _____ |
| _____   | _____        | _____   | _____            | _____ | _____ |

### Caterer(s)

| Company | Main Contact | Address | City, State, Zip | Email | Phone |
|---------|--------------|---------|------------------|-------|-------|
| _____   | _____        | _____   | _____            | _____ | _____ |
| _____   | _____        | _____   | _____            | _____ | _____ |

### Musician(s)

| Company | Main Contact | Address | City, State, Zip | Email | Phone |
|---------|--------------|---------|------------------|-------|-------|
| _____   | _____        | _____   | _____            | _____ | _____ |
| _____   | _____        | _____   | _____            | _____ | _____ |

### Florist

| Company | Main Contact | Address | City, State, Zip | Email | Phone |
|---------|--------------|---------|------------------|-------|-------|
| _____   | _____        | _____   | _____            | _____ | _____ |

### Set Up

| Company | Main Contact | Address | City, State, Zip | Email | Phone |
|---------|--------------|---------|------------------|-------|-------|
| _____   | _____        | _____   | _____            | _____ | _____ |

### Tear down

| Company | Main Contact | Address | City, State, Zip | Email | Phone |
|---------|--------------|---------|------------------|-------|-------|
| _____   | _____        | _____   | _____            | _____ | _____ |

### Other

| Company | Main Contact | Address | City, State, Zip | Email | Phone |
|---------|--------------|---------|------------------|-------|-------|
| _____   | _____        | _____   | _____            | _____ | _____ |
| _____   | _____        | _____   | _____            | _____ | _____ |

**Note:** Contact and/or schedule a site visit with a Gardens staff member at least one week prior to the event to discuss requirements and special arrangements.