

# SOUTH TEXAS BOTANICAL GARDENS & NATURE CENTER RENTAL APPLICATION

Rental Date: \_\_\_\_\_

Name (Individual or Organization): \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Summary of project or type of event:  
\_\_\_\_\_  
\_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Beginning/opening time: \_\_\_\_\_ am/pm Ending/closing time: \_\_\_\_\_ am/pm (includes clean-up)

Estimated number of people attending this event: \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature Print or Type Name Application Date

Summary of Estimated Costs:	Paid:	Date:
Rose Garden/Pavilion (\$300 3-hour base rental)	\$ _____	
Additional Hours – Rose Garden (____ @ \$50/hr)	\$ _____	
Meeting Room (Indoor ____ hours @ \$50/hr)	\$ _____	
Other Garden (____ hours @ \$40/hr)	\$ _____	
(Specify Site: _____)		
Maint. Staff Fee After 5 p.m (____ hours @ \$25/hr)	\$ _____	
After Dark Fee (\$25)	\$ _____	
<b>Total Rental Costs (Due 45 days before event):</b>	<b>\$ _____</b>	\$ _____
<b>Membership Fee (or Member # _____)*</b>	<b>\$ _____</b>	\$ _____
<b>Damage Deposit (\$250)</b>	<b>\$ 250.00</b>	\$ _____
Damage Deposit Credit Card Processing Fee (\$7.50)	\$ _____	\$ _____

*\*Membership and Damage Deposit required to reserve date.*

**CANCELLATION POLICY:** Pre-paid rental fees will be returned only if the event is cancelled ninety (90) days prior to the scheduled event. Cancellation 89-45 days prior to event will result in forfeiture of 50% of rental fees, but return of the security deposit. Weather cancellation may be approved only by the Executive Director or his/her designated staff member one business day prior to an event after evaluating forecast of significant chance of severe weather. In such case, the security deposit and rental fee shall be returned in full. Cancellation of a rental by the South Texas Botanical Gardens & Nature Center shall result in return of all rental fees and security deposit.

**Do Not Write Below This Line!**

Approval Date: \_\_\_\_\_ By Staff: \_\_\_\_\_ Comments: \_\_\_\_\_

## SPECIAL EVENT INDEMNITY AGREEMENT

SPECIAL EVENT INDEMNITY AGREEMENT for the use of a portion of the premises of the South Texas Botanical Gardens & Nature Center for \_\_\_\_\_ (name of event)  
At the request and upon the agreement of \_\_\_\_\_ (name of member)  
(MEMBER) on \_\_\_\_\_ (date and time).

**IN THIS AGREEMENT, MEMBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE BOTANICAL AND NATURE INSTITUTE OF SOUTH TEXAS, INC., AND THE CITY OF CORPUS CHRISTI, AND EACH OF THEM, NOT ONLY AS TO NEGLIGENCE OF MEMBER, BUT ALSO AS THE NEGLIGENCE (EXCLUDING GROSS NEGLIGENCE) OF GARDENS AND CITY, OR EITHER, HOWEVER ARISING, INCLUDING, BUT NOT LIMITED TO DEFECTS IN THE CONDITION OF THE PREMISES AND PROPERTIES USED IN THE ABOVE DESCRIBED EVENT.**

MEMBER agrees to indemnify and hold and save THE BOTANICAL AND NATURE INSTITUTE OF SOUTH TEXAS, INC. (GARDENS) and the CITY OF CORPUS CHRISTI (CITY), and each of them, whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against GARDENS and CITY, or either of them, on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of MEMBER, GARDENS, or CITY or any of them, or any of their respective agents, servants, employees, contractors, patrons, guests, licensees or invitees, or of any person entering in or upon the premises of the South Texas Botanical gardens & Nature Center at the date and time of the above-mentioned event with the express or implied invitation or permission of MEMBER, GARDENS, CITY and/or any of their respective agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by MEMBER, its agents, servants, employees, contractors, patrons, guests, licensees or invitees. MEMBER covenants and agrees that in case the GARDENS or CITY shall be made a party to any litigation against MEMBER or in any litigation commenced by any party, then MEMBER shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon GARDENS or CITY by virtue of such litigation. These terms of indemnification shall be effective unless such damage or injury results from the gross negligence or willful misconduct of GARDENS or CITY.

By the execution hereof, MEMBER certifies that MEMBER has read and understood the forgoing provisions contained in the Special Event Indemnity Agreement.

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Member's Signature

## ALCOHOL USER AGREEMENT

The undersigned Member agrees in connection with use of a portion of the premises of the South Texas Botanical Gardens & Nature Center for \_\_\_\_\_ (name of event) on the date and time hereinafter identified that alcoholic beverages may be served at such event at such location under the following condition:

- Member shall have made full payment of rental at least forty-five (45) days before the scheduled event.
- Member shall have executed and delivered to The Botanical and Nature Institute of South Texas, Inc. a Special Event Indemnity Agreement upon terms and conditions required by South Texas Botanical Gardens & Nature Center.
- No participant may leave the premises, for any reason, with a cup, can or other container or be allowed to bring in any container, such as coolers, cans, bottles, glasses, etc.
- Alcohol will be permitted only with liquor liability insurance in the amount of \$1,000,000.00. The policy must name each The Botanical and Nature Institute of South Texas, Inc. and the City of Corpus Christi (City) as an "Additional Insured" and must be on file with the City.
- Confirmation of approved liquor caterer (carries \$1,000,000.00 liquor liability insurance) must be completed at least ten (10) working days (two weeks) in advance of the event. The police are informed whether events have been issued alcohol permits.
- Your chosen caterer must contact the South Texas Botanical Gardens & Nature Center at (361) 852-2100 in order to confirm the use of alcohol at your event.

***Failure to meet the above requirements will result in the event being cancelled.***

I understand these policies with respect to use of alcohol and accept the conditions of this contract and assume responsibility for informing my guests concerning this serious matter.

Member's Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Location of Event: South Texas Botanical Gardens & Nature Center

Event Date: \_\_\_\_\_ Event Times: \_\_\_\_\_

Member's Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Liquor Caterer: \_\_\_\_\_ Date Contracted: \_\_\_\_\_

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

Confirmed by: \_\_\_\_\_

South Texas Botanical Gardens  
& Nature Center Staff

\_\_\_\_\_  
Date

# Rental Policy & Rates

(Revised 1/21/10)



8545 S. Staples St. • Corpus Christi, Texas 78413  
361/852/2100 • Fax 361/852-7875 • www.stxbot.org

1. Only current members of the South Texas Botanical Gardens & Nature Center may rent facilities.
2. Staff must be present for all activities. All *base* rental fees in this document reflect rentals between 8 am-5 pm. An *additional* \$25/hour will be charged for any rental time after 5 p.m. to cover maintenance staffing charges.
3. A one-time after-dark fee electricity use of \$25 will be assessed for rentals after sunset.
4. The base rental fee for the **Rose Garden & Pavilion** is \$300 (in addition to membership) for the three (3) hour minimum rental during regular business hours. Additional hours are \$50/hour before 5 p.m.
5. The rental fee for **other outdoor facilities—Plumeria Garden, Palapa Grande, or Picnic Area**—is \$40/hour (in addition to membership) between 8 a.m. and 5 p.m. with a one (1) hour minimum.
6. The rental fee for **indoor conference/meeting room** is \$50/hour (in addition to membership) between 8 a.m. and 5 p.m. with a one (1) hour minimum.
7. All facility rental fees are calculated in full-hour increments.
8. Any use of facilities extending beyond the agreed-upon rate shall be charged at the rate of \$50/hour plus any after 5 p.m./after dark charges that apply.
9. Security must be arranged, using approved personnel, for all activities held after regular visitor hours and for all events for more than sixty (60) people and for all events serving alcohol. The number of security officers will be determined by the South Texas Botanical Gardens & Nature Center based on number of guests, timing, and specific activities.
10. Reservations require a deposit of \$250 to cover the cost of possible clean-up and damage. The deposit, to the extent that it is not used for such purposes, will be returned within twenty-one (21) days after such needs are met. **A 3% non-refundable processing fee will be charged for credit card deposits.**
11. The agreed rental fee must be paid in full forty-five (45) days prior to the scheduled event.
12. The Botanical & Nature Institute of South Texas, Inc. (d.b.a. South Texas Botanical Gardens & Nature Center) and the City of Corpus Christi must be indemnified as part of the rental contract.
13. Any groups serving food and drink in connection with the use of any facility must either use a caterer from the approved list or have insurance in the amount of one-million dollars (\$1,000,000.00) endorsed to cover claims made against The Botanical & Nature Institute of South Texas, Inc. (d.b.a. South Texas Botanical Gardens & Nature Center) and the City of Corpus Christi.
14. Equipment rental (including chairs, tables, tents, etc.) must be selected from an approved list of companies.
15. An approved caterer with a liquor license must be used for any event providing alcoholic beverages.
16. Professional photographers wishing to use the South Texas Botanical Gardens & Nature Center outside of the rental hours must be members at the \$100 business level or pay individual admission for all non-members during advanced sittings.
17. Annual memberships for clubs and societies at the \$50 and \$100 level entitle them to the use of the facilities one time per year at no charge during regular business hours.
18. Rehearsals for weddings may be conducted the day before an event during regular business hours at no additional charge if the space is not rented or being used for a scheduled activity during that time. Any after-hours rehearsal will be charged \$50/hour beginning at 5:30 p.m.
19. Rentals for fundraisers require board approval.
20. **CANCELLATION POLICY:** Pre-paid rental fees will be returned only if the event is cancelled ninety (90) days prior to the scheduled event. Cancellation 89-45 days prior to event will result in forfeiture of 50% of rental fees, but return of the security deposit. Weather cancellation may be approved only by the Executive Director or his/her designated staff member one business day prior to an event after evaluating forecast of significant chance of severe weather. In such case, the security deposit and rental fee shall be returned in full. Cancellation of a rental by the South Texas Botanical Gardens & Nature Center shall result in return of all rental fees and security deposit. **Initial:** \_\_\_\_\_

*I have read and accept these rental policies. Name:* \_\_\_\_\_ *Date:* \_\_\_\_\_