**Bullington Gardens Facility Rental Policy**

Bullington Gardens welcomes groups to use the pavilion, gardens, parking lot and event restrooms. These policies are designed to provide an understanding to groups who wish to use the facilities of the rules and regulations associated with the rental. If you have any questions, please feel free to contact our Administrative Director.

1. To secure a date for any event to be held at Bullington Gardens, a written reservation application must be completed and approved by the Director or designee. Reservations are confirmed on a first come first served basis, up to one year in advance.
2. A contract is confirmed when the lessee pays a non-refundable 50% of the total rent and equipment fees and 100% of the security deposit. Lessee is required to pay the remaining 50% balance of rental fee and equipment fees 14 days prior to use of the facility. If the lessee does not pay all fees in full, the contract becomes invalid.
3. Cancellations made with at least 7 days’ notice are entitled to the full security deposit refund. Any cancellation made with less than 7 days’ notice results in forfeiture of all monies, both rent and security deposit. Bullington Gardens will process refunds for security deposits immediately following the event and return a full deposit by the next available check date but not later than 30 days after use of the facility, provided guidelines have been adhered to and no damage results from use of the facility.

*Note – Security deposits are refundable unless the event extends beyond the reserved area; facility or equipment is damaged; fights, vandalism or improper conduct occur or the facility is not left clean. Excessive cleaning by Bullington includes any cleanup beyond basic trash removal or restroom cleaning after the event and will be charged at an hourly rate of $30.*

1. Leasing fees include rental of gardens, lawn area, all utilities and Bullington Gardens’ restrooms. The lessee may provide additional chairs and tables as needed. The leasing party shall acquire approval *before* bringing additional equipment into the rental area. All equipment shall be listed on the lease application. A staff person must be present during set-up of equipment. Tents are not available from Bullington, though there is access to chairs and tables. All electric cords and other trip hazards must be taped down and secured prior to the start of any event. Staff will inspect to ensure safety.
2. Lessee shall restore all Bullington Gardens owned equipment used to its proper order. Lessee and/or equipment rental companies are responsible for removing all equipment, food, trash, etc., from the leased space and depositing it in the canisters provided. The security deposit will not be refunded if this rule is violated.
3. A Bullington staff person must be on duty when the facility is in use. Staff shall have access to all leased areas to carry out their duties. There will be an additional per hour charge that is not included in the rental fee.
4. Lessee shall be responsible for the orderly behavior of their guests using the facility and must conform to all Bullington policies, facility and County and City rules and regulations.
5. Lessee shall be responsible for all claims, damage or accidents occurring in any part of the facility damaged by any act, omission, default, subcontractor, employees, patrons, or guests admitted to facility by lessee, or negligence of the lessee. Lessee will pay the Bullington Gardens, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of this lease; or, at the option of and with the approval of Bullington Gardens, will make such restoration and repairs at their own expense. Lessee agrees to indemnify and hold harmless Bullington Gardens from any such actions and damages. Furthermore, Bullington Gardens shall have no responsibility for injuries to any persons using the facility or to any vehicles parked outdoors.
6. Leasing party will observe and obey all the laws of the United States and the state of North Carolina; all applicable ordinances of the City of Hendersonville and Henderson County; all rules, regulations and requirements of the Henderson County Health Department; the City of Hendersonville Police and Fire Departments and other municipal authorities of the City. Lessee will obtain and provide proof of all licenses, permits, and insurances, trade organization clearances required by any public body or by contract at their own expense. Such items may include, but are not limited to:
   1. Any Health Department permits, if applicable
   2. Valid public liability bond or general liability insurance for personal injury or property damage at a minimum of $1,000,000 with Bullington Gardens added as an additional insured.  This can be done through Bullington Gardens insurance.
7. The following require approval of the Director or designee:
   1. Charging for admission, selling tickets, or taking subscriptions or collections.
   2. Selling or offering of merchandise.
8. A law enforcement officer may be required at any activity when deemed necessary by the Director or designee. Any monetary compensation required for such service shall be the responsibility of the leasing party.
9. The Director or designee reserves the right to cancel any activity in case of extreme necessity and has final authority in scheduling decisions, including the right to deny use of any facility where such use is not in the Bullington Gardens’ best interest. In the event of cancellation, deposit refunds will be considered on a case-by-case basis.
10. Bullington Gardens reserves the right to interrupt, terminate or cancel an event when in the judgment of the Director or designee, law enforcement or fire department, such action is necessary in the interests of public safety and/or the user is in violation of this policy. User waives any claims for damages or compensation should the event be interrupted, terminated or canceled.
11. Bullington Gardens is not responsible for any lost or stolen property during the time stated in the rental agreement.
12. All events must end by 8:00 pm and all activities must cease and the facility vacated by 10 pm unless previously approved by the Director or designee.
13. Any person or group violating any rules is subject to suspension from the facility and prosecution under the law, where appropriate, and forfeiture of their security deposit and associated fees. Flagrant misuse of facilities will result in the forfeiture of future reservations.

Rules and Regulations

1. Sound amplification is not permitted.  Acoustic music or live music only
2. Illegal drugs, gambling, vulgar language or solicitation are prohibited.
3. Weapons of any kind are prohibited on the premises except those carried by law enforcement.
4. Fireworks or other explosives are prohibited at the facility.
5. Open flames, decorations that may be flammable or combustible, smoke or fog generating equipment or apparatus is prohibited.
6. Nails, hooks, tacks or screws into any part of the stage or other facilities are prohibited.
7. No items may be stored for any user/group within the facility without permission.
8. No items may be left overnight unless approved by the Director or designee.
9. The lessee shall not assign or sublease the space.
10. Tents must be secured.
11. Throwing of rice, confetti, or other is not allowed, as it can harm wildlife in the gardens.

22. Bullington Gardens establishes the following fees associated with rental of its facilities.

1. Security Deposit -- $250
2. On-site Staff -- $25 an hour
3. Janitorial Service -- $25 an hour

Approved by Bullington Gardens on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_