

McKee Botanical Garden

Facility Rental Policy

McKee Botanical Garden Administrative Office
350 U.S. Highway 1
Vero Beach, FL 32962

(772)794-0601

General email address: info@mkeegarden.org

2. The reservation is considered confirmed when the Garden has received the required deposit and signed contract.
3. The lessee assumes all financial liability and responsibility for the facility and grounds (including, but not limited to, damage to or loss of plant material) during the rental period.
4. Caterer must be through the Garden Café or Elizabeth Kennedy & Co. Rental company must be preapproved. Lessee must be on site during rental deliveries and must sign the contract from rental company. McKee Botanical Garden will not sign for deliveries and is not responsible for inaccurate deliveries.
5. Caterers must supply everything necessary for setup and cleanup (i.e. garbage cans, liners, cleaning materials, mop, extension cords, etc.) All trash must also be removed by the caterer at the end of the event. It is the responsibility of the lessee to leave the site in the same condition it was found. If the caterer, or the lessee leaves the site in unsatisfactory condition, we reserve the right to use all or part of the damage fee deposit to rectify the situation.
6. The caterer must carry adequate property damage and liability insurance in the amount of not less than \$1,000,000, naming the Garden as the insured party. This paperwork must be filed with the office at least 14 (fourteen) days prior to the event. If alcoholic beverages are served, the lessee must obtain a Host Liquor Liability policy
7. Caterer must provide Garden with copy Workman's Compensation insurance certificate at least 14 (fourteen) days prior to the event. No employees or outside labor allowed without Workman's Compensation coverage.
8. For evening event, the lessee must provide for at least one parking attendant. If over 100 guests, the lessee must provide 2 parking attendants. The parking attendant must provide a Certificate of Insurance satisfactory to the Garden within 7 (seven) days of the event.
9. If requested, the lessee must provide a guest list to the Garden.
- 10. The use of the property for direct sales and solicitations is prohibited. Gambling or raffle contests are also not permitted. McKee cannot host fundraising events for other non-profit or for-profit organizations.**
11. The event must end within your reserved timeframe (unless otherwise approved), and all guests must exit the premises by 10:00 p.m.
12. Certification of insurance for general liability coverage in the amount of no less than \$1,000,000 for bodily injury and \$250,000 for property damage must be filed with the office at least 14 (fourteen) days prior to the event.

13. The lessee assumes full liability for the following: conduct of guests, payment of fees' coverage of any damage or loss of McKee Botanical Garden property occurring as a result of or during the event, and responsibility for any personal injury which may result during or as a result of such use. Children under the age of 12 must be under the supervision of an adult guest at all times when they are on McKee Botanical Garden property.
14. Smoking and illegal substances are not permitted on site under any circumstances. McKee Botanical Garden is a non-smoking facility.
15. No **attached** arrangements, decorations (including banners) permitted.
16. Balcony or second floor access is not permitted for lessee or for musicians.
17. Teak tables and chairs on Outdoor Patio area may not be moved.
18. Chairs inside education building on south wall may not be moved.
19. Benches adjacent to or near buildings may not be moved.
20. **The rental of these facilities does not include entrance/admission to the Garden;** this fee only covers renting the facilities. **If you wish to include Garden admission, general admission rates will apply;** hours **Tuesday - Saturday 10am-5pm and Sunday Noon - 5:00pm.** After hours, because the entire garden does not have night time lighting and for liability reasons, guests are not permitted to roam the grounds.
21. Indian River Sales Tax of 7% is charged on all facility rental unless tax exempt status is provided.
22. Any and all publicity, written, or verbal, must contain the following language: ***This event is not sponsored, or endorsed by McKee Botanical Garden.***

PAYMENT TERMS AND ADDITIONAL REGULATIONS

RESERVATIONS

Reservations must be made in advance. Agreement and completion of this rental form along with a 50% reservation deposit along with security deposit as stated below is required in order to hold the reservation. The remainder of deposit is due within **14 days** of rental date. Confirmation of insurance is due within 14 (fourteen) days.

Facility	Rental Rates
Hall of Giants/Spanish Kitchen	\$2,000
Richardson Education Building	\$600
(Based on 4-hour rental)	Non-profit rate \$200 (4-hours)
Outdoor Patio	\$750
	After 5:00 p.m. \$1,000

Facility	Security Deposit Due
Hall of Giants/Spanish Kitchen	\$500
Educational Building	\$150
Outdoor Patio	\$100

The security deposit is fully refundable after the rental only if the condition of facility and grounds is in satisfactory condition. McKee Botanical Garden reserves the right to deduct the cost of any repairs or staff time needed to repair facility or grounds. **Any necessary clean-up will be charged at a rate of \$50 per hour. Balance due, if applicable, will be mailed to the Lessee within 30 business days after rental.**

CANCELLATIONS

Two weeks prior to rental date: Fifty percent (50%) of rental fee will be refunded.

Less than two weeks: NO REFUND - However, you may reschedule a facility rental for another date as long as we are given 2 days notice of cancellation. THE SECURITY DEPOSIT WILL BE REFUNDED if Lessee cancels contract.

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BOTANICAL GARDEN

By the signing of this contract, the Lessee agrees that he/she reads, understands and will abide by the guidelines set forth by McKee Botanical Garden.

It is also agreed that any modifications of the contract must be done in writing and executed by both the Lessee and McKee Botanical Garden.

NAME OF ORGANIZATION		RESPONSIBLE PARTY	
ADDRESS	CITY	STATE	ZIP
PHONE NUMBER	E-MAIL ADDRESS		
LESSEE SIGNATURE	DATE	MCKEE SIGNATURE	DATE

*Please make check payable to the McKee Botanical Garden, Inc.
& mail to 350 U.S. Highway 1
Vero Beach, FL 32962
772-794-0601*

Revised 6/2023