

Events at Brookside Gardens

Rental Terms of Use: Social & Corporate Events

To Our Clients: Client is responsible to read, understand, and communicate to Client vendors and guests the Terms of Use laid forth in this document. Failure to comply with the Terms of Use may result in ineligibility to use Brookside Gardens facilities for future events and/or suspension of Client's Active Montgomery account. These Terms of Use are subject to change. Additional hours and damage fees may apply. For questions or requests, please contact Event.Manager@MontgomeryParks.org | (301) 962-1404 | (301) 962-1404.

I. Rental Site

- I.1 Rental Sites (referred as Client Site(s) henceforth) reserved are listed on Client Permit Contract under Resource.
- I.2 Client Site(s) is for the exclusive use of Client, Client's guests, and contracted vendors only.
- I.3 Any sites not included in Client Site are not available to Client and Client's guests.
- I.4 Any sites not included in Client Site may be used by Brookside Gardens staff for other scheduled events and programs.
- I.5 Garden sites are reserved for 2 hour time limits each (30 minutes setup, 1 hour use, and 30 minutes cleanup). Garden sites will remain open to the public when they are not in use by the Client as a part of Client Site.
- I.6 The grounds are open to the public from sunrise to sunset.
- I.7 The Visitor Center is open to the public 9:00 AM to 5:00 PM.
- I.8 The Conservatory is not available for use for private events and cannot be used for any reason without prior written consent by Brookside Gardens Rentals Management.
- I.9 The Conservatory is open to the Public 10:00 AM to 5:00 PM.

II. Hours of Rentals

- II.1 Client Permit Contract defines Rental Site(s); Rental Period with Event Begin, Duration, and Event End.
- II.2 Rental Period includes all setup, decorating, event preparation, the event, breakdown, and complete cleanup.
- II.3 The Rental Period is the only period that Client, Client's staff, guests, vendors, and equipment may occupy the Client Sites. Check with all vendors regarding the amount of time needed prior to signing the Client Permit Contract.
- II.4 There is no storage space available to Client outside the Rental Period.
- II.5 No equipment or materials of any kind may be dropped off, shipped, or setup in advance of Client's event without prior written consent from Brookside Gardens Rental Management.
- II.6 Additional hours may be added to Client's Rental Period if requested via email at least 14 days prior to the event date, subject to availability. Additional hours are billed hourly at \$500.

III. Event Staff

- III.1 An Event Staff (referred as Staff henceforth) will be assigned to Client event.
- III.2 Staff will be available to Client for the entirety of Client Rental Period to answer questions, restock restrooms, adjust HVAC, manage Audio/Visual Equipment, and ensure compliance with Terms of Use.
- III.3 Staff are responsible for setting up and breaking down ceremony chairs, setting up stanchions to exclude public and ensure exclusive use of Client Site(s) during the Rental Period.
- III.4 Staff are not responsible or authorized to setup, breakdown, cleanup, move equipment, or assist guests in wheelchairs.
- III.5 Staff are not responsible to assist with event programing, including but not limited to

coordination of timeline, AV cues, processional and recessional cues.

IV. Equipment

IV.1 The following equipment is included in Client rental:

For indoor use:

20- 72”X30” Rectangular Tables
10- 5’ Round Tables
5- 6’ Round Tables
130 Camel Chairs

For outdoor use:

120 White Resin Padded folding chairs (outdoors)

IV.2 The following equipment is not included in Client rental:

Dance floor
Linens
Décor of any kind
Tents/Marquees

IV.3 Client is responsible for all setup and cleanup.

IV.4 Client is responsible for providing ladders, electric cords, dollies, carts and other incidental equipment.

IV.5 Staff are not authorized to carry, setup, or breakdown non-Brookside Gardens Equipment.

IV.6 No office supplies will be provided.

IV.7 No nails, thumbtacks, tape, or damaging affixations to walls or structures.

IV.8 Painters tape and command strips are allowed with advance consent of Event Rentals Management Team.

IV.9 No more than 10 (ten) pages of printing or photocopying will be allowed.

IV. 10 Any additional items, including but not limited to linens, dishware, and flatware that are being provided directly from caterer or through outside vendors must be delivered and

removed from the property within the Rental Period.

IV.11 All equipment left 24 hours without prior consent becomes the property of Brookside Gardens.

IV.12 Brookside Gardens and M-NCPPC are not responsible for any equipment belonging to the Client, caterer, or vendor. Client is solely responsible for marking Client equipment clearly.

V. Setup & Floor Plans

V.1 Client is responsible for all setup unless otherwise stated below.

V.2 For Garden Rental Sites:

V.2.1 Included white padded folding chairs will be setup by Staff no later than 30 (thirty) minutes prior to Client event start time.

V.2.2 Additional equipment may be rented from an outside vendor or rental company.

V.2.3 The Client is responsible for coordinating setup and breakdown of rented equipment.

V.3 For Visitor Center Rental Sites:

V.3.1 Setup and breakdown is the sole responsibility of the Client

V.4 Client may choose to delegate setup and breakdown to the caterer, however Client, as the contract holder, is responsible for communicating setup and breakdown requirements to the caterer.

V.5 Time delegated to setup and breakdown is included in Rental Period.

V.6 It is the sole responsibility of the Client to coordinate all setup and breakdown times associated with tent setup and breakdown, draping, and dance floor installations.

V.7 Sample floor plans, maps, and templates are available.

V.8 Staff are available to provide general direction and monitor setup and breakdown.

V.9 Staff are not authorized to carry, setup, or breakdown non-Brookside Gardens Equipment.

VI. Breakdown & Cleanup

VI.1 Breakdown and Cleanup is the sole responsibility of the Client.

VI.2 The Client may choose to delegate this to Client's caterer; however, Client, as the contract holder, is responsible for communicating setup and breakdown requirements to Client's caterer.

VI.3 Post-event cleanup requirements are as follows:

VI.3.1 All tables must be cleared and wiped down.

VI.3.2 All tables and chairs must be returned to their appropriate storage areas, at the direction of Staff.

VI.3.3 All recyclables must be well sorted, bagged, and stacked neatly in Auditorium Kitchen.

VI.3.4 All landfill trash must be removed from the property. There is no dumpster on site for dumping of trash. Clients will be charged up to \$500.00 for trash left behind.

VI.3.5 Refrigerator should be emptied and wiped down.

VI.3.6 Warming ovens should be emptied, turned off, and cleaned.

VI.3.7 Leftover ice and liquid must be disposed of in sink or dumped on concrete. Dumping of liquid and ice in plant beds or plant areas is prohibited.

VI.3.8 All additional equipment brought by the Client and Client's vendors must be removed by the Rental Period.

VI.4 Brookside Gardens is not responsible for any items left behind in Client Sites or other areas.

VI.5 Items left longer than 24 hours without prior permissions or consent from Event Rental Management Team becomes the legal property of Brookside Gardens.

VI.6 Client is responsible to pay for any damages to property by Client's guests and/or vendors.

VI.7 Clients will be charged an additional \$500 for each hour outside of the Rental Period unless otherwise agreed upon with Event Rental Management team prior to event.

VII. Catering Services

VII.1 Brookside Gardens does not provide in-house catering services.

VII.2 Client must select a full-service licensed and insured caterer or food truck, or purchase food prepared by a licensed grocer or restaurant.

VII.3 Client who purchases food from a food truck, grocer, or restaurant are required to hire additional, professional wait staff for setup, serving, and cleanup.

VII.4 Homemade food of any kind is not permitted.

VII.5 A list of caterers familiar with Brookside Gardens facility is available upon request.

VII.6 Brookside Gardens recommends that Client's caterers are contracted no later than 45 days prior to Client event.

VII.7 All caterers must follow these Terms of Use.

VII.8 For each event, the caterer must submit the following documents to the Events Management Team no later than 30 days prior to Client event:

- Copy of the current health department inspection certificate

- Liability and damage insurance for one million dollars with the Maryland-National Capital Park and Planning Commission (MNCPPC) named as a certificate holder for the duration of the Client event

- A copy of Brookside Garden's Terms of Use with a signature or e-signature from both the Client and Client's caterer

VIII. Vendors

VIII.1 Client may contract vendors, such as wedding coordinators, decorators, photographers, florists, DJs, musicians, lighting, specialty equipment rentals, etc.

VIII.2 A List of all contracted vendors, including email, phone number, and applicable licensing/insurance are required to be submitted via email no later than 30 days prior to Client's scheduled event.

VIII.3 Vendors claiming association with Client event that are not on the list may be refused entry and asked to leave.

IX. Deliveries

IX.1 All deliveries, drop offs, and pickups must be done within the Rental Period.

IX.2 No deliveries will be allowed prior to Client event without prior permission and scheduling with the Events Management Team.

IX.3 No event equipment can be left overnight for pick up the following day without prior permission and scheduling with the Events Management Team.

IX.4 All requests for deliveries, drop off, and pick up outside of the Rental Period must be requested, approved, and scheduled in writing no later than 14 days prior to Client event.

IX.5 All equipment left 24 hours without prior consent becomes the legal property of Brookside Gardens.

IX.6 Service roads are for use by Staff and emergency vehicles only.

IX.7 For the safety of Client guests and all garden patrons, the service roads must remain clear.

IX.8 If Client event requires equipment delivery to garden areas, arrangements must be made at least 2 weeks prior to the Client event.

IX.9 Vehicles must follow the instructions of Staff.

IX.10 If permitted to use a service road, vehicles must be moved immediately after load-in/load-out.

IX.11 Under no circumstances are vehicles allowed

to drive or park on any lawn or garden areas.

IX.12 Hand carts are permissible to move equipment on lawn.

IX.13 Staff are available to provide directions and ensure Terms of Use compliance during setup and break down.

IX. 14 Staff are not authorized to carry, setup, breakdown, or transport any vendor equipment.

IX. 15 Any additional items, including but not limited to linens, dishware, and flatware that are provided directly from Client caterer or through outside vendors must be delivered and removed from the property within the Rental Period.

IX. 16 Brookside Gardens and M-NCPPC are not responsible for any equipment belonging to the Client, caterer, or vendor. Client is solely responsible for marking the respective equipment clearly.

IV. 17 Any unauthorized stopping or parking on service road(s) may be subject to towing at Client's expenses.

X. Alcohol

X.1 Client, guests, vendors, and caterers are subject to the Maryland State and Montgomery County Laws concerning alcohol serving and consumption (Alcohol Laws) at all times relevant. Brookside Gardens strictly holds the Alcohol Laws with no exception.

X.2 Alcoholic beverages, including beer, wine, champagne, and mixed drinks may be served to guests 21 years or older.

X.3 Alcoholic beverages must be served by a TIPS certified/insured bartender supplied by Client caterer or another professional service company.

X.4 Guests may not serve themselves.

X.5 Home-brewed beer and alcoholic drinks mixed offsite are not permitted.

X.6 All alcohol must arrive unopened.

X.7 Shots of any kind are prohibited.

XI. Decorating

XI.1 All decorating is the responsibility of the Client.

XI.2 All decorating must take place within the Rental Period.

XI.3 All items must be removed, and the rental space restored to its original condition or better before the Event End.

XI.4 Removal of any decorations left over by the Client by Brookside Gardens Staff will result in a \$300 cleaning fee.

XI.5 Client must provide Client's own step stools, ladders, and other equipment.

XI.6 Nails, glue, screws, push pins, metal hooks, or damaging adhesives on any surface, including plants and trees are not allowed.

XI.7 Ribbon, string, or wire is recommended for use on outdoor structures and chairs.

XI.8 Painters tape or command strips are recommended for indoor wall surfaces.

XI.9 All candles and votives must be housed inside glass containers taller than the flame.

XI.10 Open, unprotected flames, including candelabras, are not permitted.

XI.11 Real flower petals, fallen leaves, and bubbles are permitted on the property in Client Site(s) that is exclusive Client's use.

XI.12 Fireworks, including poppers and sparklers, are illegal in Montgomery County, Maryland. Park Police will be notified immediately if any fireworks or sparklers are found on the property.

XI.13 To ensure the safety of natural wildlife the following are not permitted on Brookside Gardens property:

- Rice
- Birdseed
- Confetti
- silk flower petals
- Glitter
- Release of live animals or insects

- Lanterns made for release into the sky
- Balloons
- Smoke Machines
- Smoke Cannons
- Streamer Cannons
- Confetti Cannons

XII. Walkthrough, Event Timeline, & Insurance

XII.1 Brookside Gardens requires a walkthrough with Staff no less than 30 days prior to your event. Brookside Gardens strongly suggests that Client invites the planner, day-of coordinator, caterer, and/or photographer to go over the timeline, floor plans, and to tour the Rental Sites.

XII.2 Email Event.Manager@MontgomeryParks.org to schedule.

XIII. Amplification

XIII.1 Montgomery County Noise Ordinance requires that all amplification sounds must not exceed 55 decibels when reading from edge of property line.

XIII.2 Montgomery County community agreements allow amplification until 10:00 PM. Event Staff may require the Client or DJ to adjust the sound levels down to a more appropriate level, where deemed necessary by Event Staff.

XIV. Parking

XIV.1 Parking is on a first-come, first-served basis.

XIV.2 The parking lot is open to the public until the gardens closes at sunset.

XIV.3 After dark, parking is for event guest only.

XIV.4 Staff may assist with parking during large events.

XV. Rehearsal

XV.1 All wedding packages include a free, one-hour self-run rehearsal.

XV.2 Rehearsals are scheduled on weekdays, subject to availability.

XV.3 Rehearsals are scheduled on a first come, first served basis.

XV.4 Requests must be made no later than 15 days prior to event date.

XV.5 Brookside Gardens reserves the right to reschedule as necessary up to 7 days prior to rehearsal.

XV.6 Staff are not provided for rehearsals.

XV.7 The Visitor Center does not remain open for rehearsals.

XV.8 If a rehearsal falls on the same day as another event, certain areas of the gardens, including the reserved Client Site(s), may not be available.

XVI. Inclement Weather & Acts of God

XVI.1 Two plans, Plan A for fair weather and Plan B for inclement weather, will be created in advance.

XVI.2 Enactment of Plan B will occur only by permission of the Client or planner/coordinator, no later than three (3) hours prior to event start.

XVI.3 Enactment of Plan B is mandatory if Event Staff determines at the Staff's sole discretion that weather is/becomes a liability to guests and staff including but not limited to lighting/thunderstorms, tornado warning/watches, flooding, etc.

XVI.4 In case of Acts of God, including fire, flooding, tornados, etc., Brookside Gardens will try to remain open to the best of its ability. If Brookside Gardens must close due to an act of God, the Client may reschedule the event to another open date or receive a full refund.

XVII. Grounds & Garden Sites

XVII.1 The Gardens and Grounds are rented "as is."

XVII.2 Signage may be placed on grass or paved areas only.

XVII.3 No Garden Furniture (benches, flowerpots, etc.) may be moved or removed.

XVII.4 Garden Sites are reserved for a 2-hour time period each (30 minute setup, 1 hour Use, and 30 minute cleanup). Garden Sites will remain open to the public when Garden Sites are not included in Client Site(s).

XVII.5 All decorating of Garden Site(s), if reserved for use by Client, is the responsibility of the Client and must take place within the Rental Period.

XVII.6 All items must be removed, and the rental space restored to its original condition or better before the Event End. Any decorations left by the Client and removed by Brookside Gardens Staff will result in a \$300 removal fee. XVII.7 Client must provide Client's own step stools, ladders, and other equipment. XVII.8 Nails, glue, screws, push pins, metal hooks, or damaging adhesives on any surface, including plants and trees are not allowed. Ribbon, string, or wire is recommended for use on outdoor structures and chairs.

XVII.9 All candles and votives must be housed inside glass containers taller than the flame. Open, unprotected flames, including candelabras, are not allowed.

XVII.10 To ensure the safety of our natural wildlife the following are not permitted on Brookside Gardens property:

- Rice
- Birdseed
- Confetti
- silk flower petals
- Glitter
- Release of live animals or insects
- Lanterns made for release into the sky
- Balloons
- Smoke Machines
- Smoke Cannons
- Streamer Cannons
- Confetti Cannons

XVIII. Sustainability and Eco-events

XVIII.1 Brookside Gardens is proud to meet or exceed the M-NCCPC Sustainability requirements.

XVIII.2 All landfill trash must be removed and disposed of offsite. Any trash left by the Client and removed by Brookside Gardens Staff will result in a \$500 removal fee.

XVIII.3 Recycling is available for well sorted commingled plastics and glass and paper waste.

XVIII.4 Composting is encouraged. Client may contract a vendor to supply composting bins and pickup. Vendor information is available upon request.

XVIII.5 Clients are encouraged to select reusable flatware.

XVIII.6 In accordance to Montgomery County Law, sparklers of any kind are not allowed on property.

XIX. Audio/Visual Technology

XIX.1 Only trained Event Staff are authorized to handle AV equipment.

XIX.2 Paid AV Packages are available upon request. Please contact the Events Rental Office to discuss Client's AV needs.

XIX.3 With paid package, Staff will provide basic setup, including loading presentations, testing mics, and troubleshooting when needed.

XIX.4 Staff are not available for additional technical troubleshooting, such as reformatting presentations, converting files, or advancing slides during presentations.

XIX.5 Client may bring projection equipment, set it up, and use screen free of charge.

XX. Pets & Wildlife

XX.1 No pets are allowed anywhere on the grounds. Service animals are welcome.

XX.2 In accordance with M-NCPPC regulations, pesticide applications are strictly prohibited on all park properties.

XX.3 Insect repellent applied to the body is permitted.

XX.4 No wildlife shall be fed or disturbed from their habitat.

XXI. Rental Information & Pricing

XXI.1 Venue Rental Packages are available as a starting basis for rental Clients.

XXI.2 Venue Rental Packages are customizable in terms of garden and reception sites.

XXI.3 Venue Rental Packages rates are nonnegotiable

XXI.4 Refer to the Venue Rental Packages and Rates document for all rental rates and packages available.

XXII. Payment & Agreement to Terms of Use

XXII.1 Security Deposit is due within 7 days of Permit Contract creation.

XXII.2 Initial Payment of 40% of total Client Permit Contract is due within 30 days of Paying Security Deposit.

XXII.2 Remaining 60% is due no later than 45 days prior to the scheduled event.

XXII.3 If reservations are made less than 45 days prior to the rental date, the full rental fee payment and Security Deposit is required at the time of booking.

XXII.4 A failure to provide security deposit within 14 days will result in a loss of the rental reservation date.

XXII.5 A reservation is automatically confirmed and becomes binding upon Brookside Gardens' receipt of Security Deposit.

XXII.6 Submission of payment implies affirmative understanding of and responsibility to follow the Terms of Use.

XXII.7 All payments are processed through Active Montgomery, and may be paid via:

- Credit Card
(Visa/Mastercard/Discover/American Express)
- Check- Made payable to Active Montgomery
 - o If check is returned unpaid, Client account will be debited for the original check amount plus the maximum allowable service fee.
 - o Payment by check constitutes authorization of these transactions.
 - o Client may revoke authorization by calling 1-800-666-5222, Ext. 2 to arrange payment for an outstanding checks and service fees due.
- Cash and money orders in the exact balance due are accepted in person. Do not mail.

XXII.8 Credit Card payments may be made online via Client Active Montgomery account. If Client does not have an account, one will be made for Client during Client Permit Contract creation.

XXII.9 Electronic Signatures will be requested through Adobe Sign within 2 weeks of Client Permit Contract creation.

XXII.10 A second signature will be required at Client event's final walkthrough.

XXIII. Security Deposit

XXIII.1 A Security Deposit is required for all rentals \$1000 or more and is due at contract signing.

XXIII.2 Security Deposit will be returned to client after conclusion of event provided that there are no damages, concurred fees, and clients and vendors have complied with all specifications laid out in this document.

XXIII.3 Security Deposit value will be determined by total value of Contract. Such as:

- Contracts Total Value of \$1000-\$1499: a security deposit of \$1000 will be due at contract signing
- Contracts Total Value of \$1500 or more: a security deposit of \$1500 will be due at contract signing

XXIII.4 A failure to adhere to the rules and regulations in this document will result in a loss of the security deposit and rental reservation date.

XXIII.5 Security Deposit Refunds can take 2 (two)- 8 (eight) weeks to be returned determined by the original payment method. A check refund may take longer than a credit refund.

XXIII.6 Security Deposits are processed through Active Montgomery, and may be paid via:

- Credit Card
(Visa/Mastercard/Discover/American Express)
- Check- Made payable to Active Montgomery
 - o If check is returned unpaid, Client account will be debited for the original check amount plus the maximum allowable service fee.
 - o Payment by check constitutes authorization of these transactions.
 - o Client may revoke your authorization by calling 1-800-666-5222, Ext. 2 to arrange payment for an outstanding checks and service fees due.

XXIV. Post Event Damages & Authorization

XXIV.1 Post-event cleanup requirements are as follows:

- Rental Site(s) must be restored to their original condition or better.
- All tables must be cleared and wiped down.

- All tables and chairs must be returned to their appropriate storage areas, at the direction of Staff.
- All recyclables must be well sorted, bagged, and stacked neatly in Auditorium Kitchen.
- Remove all decorations, trash, debris, and equipment brought in by Client or vendors.
- Floors must be swept or vacuumed. Garden areas must be clear of any decoration, debris, and trash.
- All kitchen surfaces must be wiped down.
- Kitchen floor must be mopped.
- All trash must be taken off-site for disposal. There is no dumpster on site.
- Leftover ice and liquids must be carefully disposed of in approved areas so as not to kill the plantings, grass, and ground cover. Must check with Staff and obtain prior approval before disposing anywhere on the property.
- All outside rentals arranged by the Client or caterer (linens, glassware, floral-vases, chairs, dance floor, etc.) must be removed by the Event End time. No items can be left overnight without prior, written consent from the Venue Rentals Manager.
- All Brookside Gardens equipment used must be folded and placed back in the auditorium equipment storage area in the same condition it was at the start of the Rental Period

XXIV.2 There is no dumpster on site for dumping of trash. Clients will be charged up to \$500.00 for trash left behind.

XXIV.3 Items left longer than 24 hours without prior permissions or consent from Event Rental Management Team becomes the legal property of Brookside Gardens.

XXIV.4 Client is responsible to pay for any damages to property by guests or vendors.

XXIV.5 Clients will be charged an additional

\$500 for each hour outside of their Rental Period unless otherwise agreed upon with Event Rental Management team prior to event.

XXIV.6 Once cleanup is complete, Client must conduct a Post-Event walkthrough with Staff. Staff will make notes of damages or other amenities which may incur damage/cleaning fees (if any). The Post-Event Walkthrough Evaluation will be provided and must be signed by both the Client and Staff conducting walkthrough.

XXIV.7 Client must provide a credit card (if not already on file) at the beginning of the event which will be kept on file through the duration of their event(s) for any fees that may occur due to damages, trash removal, extra hours, etc.

XXIV.8 Client must read, understand, and sign the following statement during contract signing and again at the event walkthrough:

I, _____, give authorization to Brookside Gardens to charge my credit card for any fees that I may occur during my event, which include but are not limited to extra hours, damages to property, and/or trash removal.

Contract Signing:

_____ Date: _____

Walkthrough:

_____ Date: _____

XXV. Cancellation, Transfer of Date, & Refund

XXV.1 The Client may elect to cancel for any reason.

XXV.2 All cancellations/changes to Client Permit Contract must be made in writing via email.

XXV.3 Refunds due to cancellations will be determined by the policy:

- 46 days or more prior to Client event date: 100% of total fees paid as of that date will be refunded. Security Deposit is forfeited.

- 45 days or less prior to event date: 50% of total fees paid as of that date will be refunded. Security Deposit is forfeited.

XXV.4 Brookside Gardens offers a one (1) time transfer of date due to an emergency or unexpected act which would not allow the Client to continue with current plans. This includes but is not limited to death in the family, military deployment, and medical situations. Transfer of date is subject to availability only and is not a guarantee.

XXV.5 Transfer of date requests may be used any time before the event date, but not on the original Client event date or after that event date.

XXV.6 Transfer of date requests received within two (2) weeks prior to the original event date are subject to a \$200 change fee. Transfer of date request received more than two (2) weeks prior to event date are subject to a \$0 (Zero) fee.

XXV.7 A new date must be selected when requesting a transfer of date.

XXV.8 Transfer of date is allowed to any open date of the same value of the original Event date. If new date available is not of same value, Client is responsible to pay the difference.

XXVI. Pandemic/Epidemics; Mandated Legal Closure

XXVI.1 If Brookside Garden must cancel Client event due to a pandemic or epidemic (e.g., COVID19) outbreak or closure due to federal, state, or local laws (Mandated Closure), Client may reschedule Client event to a new available date or receive a full refund.

XXVI.2 If the Client cancels the Client Permit Contract due to a Mandated Closure, the same cancellation policy as set forth in XXIV will apply.

XXVII. M-NCPPC Rules

XXVII.1 The Client is responsible to ensure that all guests and vendors are aware of M-NCPPC and

all state/federal/local rules, including M-NCPPC's Park Rules and Regulations.

XXVII.2 Balloons of any kind are strictly prohibited.

XXVII.3 Glitter, confetti, and smoke machines of any kinds are strictly prohibited.

XXVIII. Americans with Disabilities Act (ADA) Accommodations

XXVIII.1 The Visitor Center and surrounding areas are ADA accessible.

XXVIII.2 All Garden Sites, except the Japanese Tea House and Wedding Gazebo are ADA accessible.

XXIX. Public Safety

XXIX.1 Driveways, corridors, and emergency exits must be accessible at all times.

XXIX.2 The Rental Program Manager may require M-NCPPC Park Police to be present, at Client's sole costs, when the safety, protection or well-being of the guest or facility is needed as determined by the Rental Program Manager's sole discretion.

XXX. Dispersing Information

XXX.1 It is the responsibility of the Client to ensure that all outside vendors and guests are aware of the Brookside Garden's rules and regulations.

XXX.2 It is the responsibility of the Client to ensure that all outside vendors and guests are aware of all local/state/federal rules and regulations.

XXXI. Indemnification

XXXI.1 The Client agrees to indemnify, defend, and hold harmless the M-NCPPC from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against M-NCPPC or which the M-NCPPC must pay and incur by reason of, or in any manner resulting from injury, loss or damage to persons or property resulting from Client's or Client's

contractors' (or any subcontractors') negligent performance of, or failure to perform any of Client obligations under the terms of the Client Permit Contract. Client/Contract Holder:

I, the undersigned Client, have read Brookside Garden's Terms of Use and agree to comply with the terms and conditions stated.

Signature

Client Name (Printed)

Date: _____

Secondary Contract Holder:

I have read Brookside Garden's Terms of Use and agree to comply with the terms and conditions stated. I further understand that I am jointly and severally responsible for all of Client's responsibilities and obligations under the Client Permit Contract.

Signature

Name (Printed)

Date: _____