

**SAN ANTONIO GARDEN CENTER, INC**  
**3310 N. New Braunfels Avenue**  
**San Antonio, Texas 78209**

**Guidelines for Facility Use**

The San Antonio Garden Center, Inc., (SAGC) is pleased to extend its facilities for business dinners, receptions, wedding, and other private celebrations. Your patronage to SAGC -will enable this non-profit organization to continue to support the education and appreciation of countless aspects of plant and flower life.

**SAN ANTONIO GARDEN CENTER NAME:** The Renter shall not use SAGC's name in such a way that indicated SAGC is a host or sponsor of the Event. SAGC's name should be fully stated as the "San Antonio Garden Center, Inc." in publications, invitations, or directions pertaining to the Event

1. **USE:** The SAGC is available for Receptions, Private parties and Business meetings. It will not be used for Political or Profit-making ventures.
2. **DAYTIME RENTALS:** Include any Event that takes place during office hours, Monday-Friday 9:00 am to 4:00 pm. Rental cost includes the use of Lectern, Microphone, Screen and limited number of tables and chairs. Also included is one (2) hour prior for set-up and one (1) hour for clean-up immediately following the Event.
3. **REHEARSALS AND PHOTOGRAPHY:** Time for Wedding Rehearsals and Photography sessions are not included in the rental fee. The above are subject to a \$100.00 fee for a maximum two (2) hours. These Events must be scheduled a minimum of two weeks in advance with the SAGC Event Coordinator and is based on availability.
4. **EVENINGS AND WEEKEND RENTALS:** Evening and Weekend rental includes any Event that takes place after 4:00 pm Friday, of scheduled time on Saturday, Sunday, of Holidays. Rental cost includes two (2) hours prior to the Event for set-up and one (1) hour clean-up immediately following the Event. Rental cost includes the use of SAGC's equipment indoors: limited number of tables and chairs, microphone, and screen. Items are subject to availability at the time of the event. Chairs and tables belonging to SAGC are not permitted outdoors. All contracted rental equipment (including tables and chairs) can be delivered the previous day between 9 am and 4 pm. All rental property must be removed from SAGC as soon as possible or the next working day. If not removed, the Renter will be charged \$50.00 per day for storage.
5. **ALL EVENTS WILL NOT EXTEND BEYOND MIDNIGHT**

6. **THERMOSTATS:** Only SAGC personnel will make adjustments to thermostats.
7. **PAYMENT:** Payments of cash, checks or credit cards (Visa, MasterCard or Discover) are accepted during SAGC business hours. The Contract agreement is valid when the deposit is received and both parties have signed the agreement. Half of the rental payment is due ninety (90) days before the Event and the balance received no later than thirty (30) days prior to the Event
8. **DEPOSITS:** The deposit is separate from the rental fee. If there is any damage or excessive abuse to the facility by the Renter of his Guest (s) the deposit will be applied and any additional cost will be paid by the Renter. The deposit will be refunded two (2) weeks after the Event if no damage, cleaning, or cancellation fees have been incurred.
9. **CANCELLATION:** Cancellation of Event at any time will forfeit the entire deposit. Unused rental time will not be prorated or refunded. Rental Fees and Deposits are not refunded for Inclement Weather conditions, Accidents, Civic Disorder, Government Regulations, Acts of God, or any other emergency making it inadvisable, illegal, or impossible to provide the Facility or continue the Event. Exceptions to refunds may be granted only to deployed military with proper documentation.
10. **SECURITY:** Price Protective Services, Inc. will be used for security. Security is allowed to call in additional officers if needed. Regulations require one (1) uniformed security guard per one hundred (100) guests attending the Event. **RENTER IS RESPONSIBLE FOR THEIR PAYMENT.** SAGC will schedule the time and appropriate number of security guards required for the EVENT. If the premises are not vacated at the scheduled time, additional security and staffing cost will be deducted from the deposit. The security officer or SAGC representative reserves the right at all times to eject any objectionable behavior(s) from the premises. SAGC of Price Protective Services, Inc. will not be responsible for personal property left unattended. Restrooms will not be used by Renters to store personal property. **For Minor Events such as Quinceneras, Debutes, Sweet 16's and additional guard is needed.**
11. **FOOD / DRINK:** SAGC's kitchen cannot be used for cooking and preparation of food which includes the use of the microwave and stove. Caterers must be chosen from the current list of approved caterers with current copy of Certificate of Insurance showing general liability insurance with the value and limits of coverage.

Insurance requirements include \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) in the aggregate of Commercial General Liability Insurance coverage. The "San Antonio Garden Center, Inc." must be named as additional insured in such policies. Light alcoholic beverages may be served, but not sold, on the premises consistent with the laws, rules, and regulations of the State of Texas and other regulatory authorities. All alcoholic beverages must be served by a TABC licensed and insured bartender. Beer is limited to two (2) Kegs, **NO CANS OR BOTTLED BEVERAGES ARE ALLOWED ON SAGC PROPERTY AT ANY TIME.** Guest are prohibited from bringing their own alcohol into or removing alcohol from SAGC property. Caterer or third party beverage company shall be responsible for obtaining, serving, and removing all alcoholic beverages. Spills or leaks from kegs or drink machines must be cleaned immediately. Cleaning and/or damage fees resulting from kegs or drink machines will be deducted from deposit. Renter will take action to prevent any person attending the Event from becoming intoxicated. Alcoholic beverages are prohibited outside the building, except hi the garden. As stated in #10, SAGC's representative and Price Protective Services, Inc. reserves the right at all times to eject any objectionable person (s) from the premises. **LICENSED BARTENDER MUST SERVE ALL ALCOHOLIC BEVERAGES ON SAGC PROPERTY. THE SERVER MUST FURNISH A CERTIFICATE OF INSURANCE SHOWING COMMERCIAL GENERAL LIABILITY COVERAGE FOR BOTH LIQUOR HOST LIABILITY FOR \$1,000,000 (ONE MILLION) AND A COPY OF THEIR CURRENT TABC LICENSE. SAGC allows only beer, wine, champagne and Margaritas (tequila in machines). No other alcohol is allowed.**

12. **DECORATIONS:** Decorations for the Event shall be limited to table decorations and / or free standing displays or signs. No items including decorations, signs, pictures, or posters may be stapled, thumb-tacked, taped, or otherwise attached to the interior or exterior of the building. Only chenille ties (pipe cleaners) can be used to attach decorations to outdoor railings and must be completely removed immediately following the Event. Candle (flames) must be contained in non-flammable containers. All SAGC indoor and outdoor furnishings or decorations may not be moved or removed by the Renter and /or Guest (s) of the Renter. Chairs and end table in the foyer and Sunroom may be moved to make room for sign-in registration or gift tables.

**ITEMS SUCH AS BIRDSEED, POTPOURRI, RICE, GLITTER, OR CONFETTI WILL NOT BE ALLOWED INSIDE OR OUTSIDE THE BUILDING DUE TO ENVIRONMENTAL AND CLEAN-UP CONCERNS. SAGC WILL NOT PROVIDE ANY EQUIPMENT NECESSARY FOR DECORATING; SPECIFICALLY THE USE OF A STEP- LADDER.**

- 13. ENTERTAINMENT:** Client is responsible for any damage to baby grand piano and stage area. All DJ's and live entertainment contracted by the client is required to be licensed and insured. Electrical cords or cables will not be laid across or taped to floors. Electrical modifications will not be made to the facility to accommodate temporary sound or lighting equipment without written approval from SAGC.
- 14. BABY GRAND PIANO:** The San Antonio Garden Center Piano will be permanently displayed on the stage and cannot be moved. The use of the piano is subject to a fee of 125.00 per event. The Baby Grand Piano is only to be played by trained musician.
- 15. CLEANING:** The renter has inspected the premises and accepts them in their present condition. Renter must notify SAGC of all vendors participating in the Event one (1) month prior to the Event. All trash must be removed by Renter and/or caterer from floors, counters, stage, garden and any area used by Renter or Renter's Guest(s), or vendors. All liquids, including water and ice may not be poured on flower beds or grass area. Trash dumpster is provided and is located on south side of the building. If Renter or its vendors fail to return the premises to SAGC, in the condition in which they were delivered prior to the event, the Renter shall reimburse SAGC a cleaning fee from the deposit. Cleaning fees will be assessed at the sole discretion of SAGC.
- PARKING:** Parking is available in the parking lot and across the street; however, the number of available spaces are not guaranteed.
- 16. LIABILITY:** The Renter agrees to indemnify and hold harmless SAGC, the City of San Antonio and its agents from all liability whatsoever arising from the Renter's use of the premises. SAGC recommends that the Renter obtain its own general liability insurance to protect against any losses, RENTER SHALL REIMBURSE SAGC FOR ANY COST EXCEEDING THE AMOUNT OF THE DEPOSIT SPECIFIED UNDER #8.
- 17. COMPLIANCE WITH LAWS:** Renter agrees not to violate any laws, ordinance, rules, or regulations of any government authority having jurisdiction over the consequences of any violation by Renter or Renter's Guest(s).
- 18. Any requested variation from these Guidelines for Facility use or other special considerations must be submitted in writing and approved by SAGC. Verbal agreements are not valid.**