



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
TERMS AND CONDITIONS FOR
MACLAY GARDENS EVENTS**

ATTACHMENT 1

1. Operational Hours. Alfred B. Maclay Gardens Park (the Park) is open to the public from 8:00 AM until sunset. Events that occur during operational hours do not require the Renter to hire extra staff. If an event is not over (i.e., all guests have left) one hour before the end of operational hours, the Renter shall be charged After Hours Pricing. After Hours Pricing begins one hour before sunset and continues after sundown. The event must be over (i.e., all guests have left) by 10:00 PM and all vendors and Renter must leave the Park by 12:00 AM.

2. Pricing.

a. Guaranteed Minimum Price. The Renter shall pay the Guaranteed Minimum Price upon execution of the Agreement. The Renter agrees that additional costs may be incurred during the event due to the arrival of extra guests, damage to the property, or the unforeseen additional After Hours staff, etc. Any additional costs incurred during the Event are due and payable to the Department within 15 days of notification from the Department.

b. Entry Fee per Guest. The Renter shall pay an entry fee of \$2 per Guest. The Renter shall pay the Department for the estimated number of guests upon execution of the Agreement. If the actual number of Guests who attend the event exceeds the estimated number of Guests in the Agreement, the Renter shall pay the Department at a rate of \$2/per person for each additional guest. However, the Park shall not refund any guest entry fees below the estimated amount listed in the Agreement.

c. After-Hours Pricing. Renters are responsible for paying for Park Rangers after Operational Hours. The fees are \$35 per hour with a 2-hour minimum. The Renter is responsible for paying After Hours Pricing for until all the vendors and Renter have left the Park.

d. Prices. Prices are outlined in the price sheet available from the Park. Renter may book facilities a la carte or as part of a Package. Package prices do not include the Entry Fee per Guest or After-Hours Pricing (if applicable). The total Guaranteed Minimum price is indicated on the first page of the Agreement.

3. Packages.

(a) Package 1: Reflection Pond, Walled Garden, Visitor's Center Lawn, Children's Cottage and Gardener's Cottage

(b) Package 2: Reflection Pond, Walled Garden, Visitor's Center Lawn, Children's Cottage, Maclay House Front Lawn, Gardener's Cottage

(c) Package 3: Reflection Pond, Walled Garden, Visitor's Center Lawn, Children's Cottage, Gardener's Cottage, Maclay House Front Lawn, Lakeside Pavilion and 3-hour Rehearsal Day

(d) Package 4: Reflection Pond, Walled Garden, Children's Cottage, Lakeside Pavilion, Maclay House Front Lawn

(e) Package 5: 1 hour any location in the Park not being used for another event



(f) Package 6: Recreation Area for day and Pavilion

4. Payment. Renter shall pay by check or credit card. Credit card payments must be made in person at the Park. Checks should be written to “**Alfred B. Maclay Gardens State Park**” and mailed or delivered with this signed Agreement to:

Attn: Park Manager
Alfred B Maclay Gardens State Park
3540 Thomasville Road
Tallahassee, FL 32309

5. General Set Up. Renter may access the Park for set up at 8:00 AM on the day of the Event. Renter is responsible for the set-up and take-down of all items.

a. Tents. The Renter may set up no more than three free-standing tents, not to exceed 10' x 10', at the Visitor Center Lawn, Maclay House Lawn, Gardener's Cottage or Recreation Area. The Renter may have a staked-down tent, up to a maximum of 40'x 60'. All tables must be contained within the designated areas. Picnic tables may be relocated at the discretion of the Park Manager.

b. Decorations. The Renter may use free-standing decorations. The Renter shall not use poles in the ground without specific approval of the Park Manager. Nothing should be staked in other areas of the park. Small Shepard hooks are acceptable. Nothing will be hung, tied, stapled, nailed or attached to any tree or bush. Candles, fireworks, sparklers, and floating lanterns are **not** permitted in the Park. Only battery powered candles may be used. The following items are prohibited on or in the Pavilion: tacks, nails, staples, tape, poster putty, floral adhesives or anything that will penetrate or mar the structure. Decorations are allowed only on the hooks provided in the Pavilion.

c. Toilets. Portable toilets must be provided for Events with over 75 guests and must be approved by the Park Manager.

6. Clean-up.

a. Facility Clean-up. Renter shall wipe off kitchen counter tops, tables and chairs; sweep and wet mop the kitchen floor; remove items from the refrigerator; turn off all lights, fans, heater or kitchen A/C; and remove all trash.

a. Trash. Renter shall bag all trash at the end of the Event and dispose of it properly in the dumpster. Cardboard boxes must be broken down before disposal. Unused ice may be poured on the dirt or gravel, not on the grass or bushes.

b. Vendor Property. If a vendor needs to come back to the Park the following day to finish picking up their property, they must return after 8:00 AM and be finished by 10:00 AM.

7. Alcohol. Renter may have Alcohol in the designated areas assigned by the Park Manager, with the proper procedures. The Park Manager will inform the Renter(s) of proper procedures. Procedures may vary based on location in the Park.



8. Prohibited Activities and Items.

- a. Vehicles. No parking or driving on the lawn. No gas or battery powered vehicles on the lawn or in the gardens. No driving around Pavilion area. Only lightweight delivery vehicles allowed on walkways.
- b. Thrown Items. No artificial petals, rice, candy, confetti, or birdseed may be thrown. Participants may use real petals or blow bubbles.
- c. Music. Music must not cause any disturbance.
- d. Pavilion Cooking. No cooking inside the Pavilions. All cooking must be done in advance or in designated areas outside the Pavilion. Cooking stoves, grills, etc. should not block doorways or walkways. The kitchen in the cottages have a refrigerator and microwave. Gardener's cottage has oven.
- e. Smoking. The Facilities, including the Pavilions, are no smoking areas.
- f. Pets and Animals. No pets or animals in the facilities except for service animals.

9. Vendors. Renter must notify the Park of all vendor's names and phone numbers 30 days prior to the Event. All vendors must have the approved insurance and paperwork prior to the Event. The Park has a list of approved vendors for catering, flowers, food, chairs, tables, tents, linens, videography, photography, bounce houses, etc., with insurance paperwork on file. If the Renter chooses to use its own vendor(s), the Respondent must provide insurance paperwork approved by the Department prior to the Event. Renter will ensure hired vendors have the proper insurance documentation and are aware of the Park requirements. Renter is responsible for the actions of the Vendors. Renter agrees to pay for any costs associated with their vendor's failure to clean, remove their property, and/or damage to the Park.

10. Rehearsals. Not all Rental Packages guarantee a time for a rehearsal. Renter and guests may pay to enter the Park before the Event to conduct rehearsals, however, rehearsals cannot take place in an area that is being used or reserved by another party. If your package does not include rehearsal time, the Department strongly recommends that you book your rehearsal time through a separate event agreement to guarantee availability.

11. Cancellation.

- a. Notice. The Renter shall immediately notify the Department of a cancellation.
- b. Refunds. If the Renter provides 30-days' notice and proof of payment of the Guaranteed Minimum, the Department shall issue a full refund minus a minimum payment administrative fee if all rules and guideline are followed.
- c. Weather. The Renter may cancel an event due to weather, however Renter shall not be entitled to a refund, unless the weather causes an emergency Park closure and/or other unavailability of Facilities.
- d. Park Closures/ Park Emergencies. The Department reserves the right to cancel any events if the Park is closed for reasons beyond the Department's control, including, but not limited to, natural disasters, pandemics, power outages, etc. In the event of such cancellation, the Department is not liable for any losses or extra costs the Renter may incur from third-party vendors. The Department will



make best efforts to reschedule the Event. If the Event cannot be rescheduled, the Department will offer a refund in accordance with the paragraph above.

12. Damages. The Renter shall be responsible for any damage to the property as determined by the Park Manager. "Property Damage" includes, but is not limited to, physical damage to the property and insufficient cleaning. The Renter shall reimburse the Department for all costs associated with repairing the physical damage and/or cleanup expenses resulting from use of the Facilities. The Renter agrees to be liable for any damages caused by their guests and/or vendors.

13. Indemnification. Renter agrees to assume full responsibility and be liable for all damages to persons or property incurred during or resulting from use of park facilities for this event; and Renter agrees further, by signing this Agreement, to release, indemnify, defend, and hold harmless the State of Florida, the Department of Environmental Protection, the Board of Trustees, and their officers, agents, and representatives from any and all claims, loss damage, injury, and liability, whether for personal injury or otherwise, arising out of, or in any way connected with the Event occurring under this Agreement.

14. Compliance with Laws. Renter shall comply with all local, state or federal laws or regulations during its use of the Park.

15. Entire Agreement. This Agreement, its Attachments and Exhibits, constitute the entire agreement between the Renter and the Department and supersedes any prior understanding or representation of any kind preceding the execution of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written relating to the subject matter of this Agreement.