

Bailey Arboretum

Rental Agreement

Date of Application: _____ Proposed Rental Date(s) _____

Name of Renter (individual or organization) _____

Contact Person (for organization) _____

Address: _____

Telephone: _____ Fax: _____ Email _____

Purpose of Rental: _____

Access Required: Main House Conference Room Grounds

Please indicate if you plan to:

Serve liquor to your guests free of charge

Sell liquor to your guests

Rent tables and chairs from Bailey Arboretum

Rent additional items (tables, chairs, a tent, sound equipment etc.)

Use a caterer

Use other service providers (florists, musicians, valet parkers etc.) _____

Are you or your organization currently members of The Friends of Bailey Arboretum? Yes No

Rental Fee: _____

Refundable Deposit: _____

Additional Costs (estimate): _____

Please read the next two pages carefully, sign where indicated, and mail the entire application with your two checks made out to Bailey Arboretum, Inc. to;

Bailey Arboretum, Inc.
P.O. Box 371
Lattingtown, NY 11560

194 Bayville Road, P.O. Box 371, Lattingtown, NY 11560, 516-571-8020, baileyarboretum.org

Terms and Conditions for Renters of Bailey Arboretum

Use of Facilities Standards

1. You are responsible for the behavior of your guests.
2. Children under 16 must be under adult supervision at all times.
3. Liquor may only be consumed indoors or on the back lawn in close proximity to the main house.
4. Neither Bailey Arboretum, Inc. nor the Incorporated Village of Lantingtown nor the County of Nassau is responsible for providing security for your event.
5. No more than 100 persons, per Fire Marshall regulations, are to occupy the main house at any one time.
6. Parking is to be strictly limited to the main Arboretum parking lot adjacent to the greenhouse unless permission has been obtained from the Incorporated Village of Lantingtown for on-street parking. The circular driveway in front of the main house is for handicapped parking only (maximum of 4 cars) and for dropping off and picking up visitors.
7. You are responsible for leaving the property as you found it, including but not limited to:

- putting all furniture , kitchenware and equipment back in place
- cleaning surfaces (including vacuuming if necessary) and removing litter from the grounds as well as the house and/or conference room
- washing all glass and china used in the dishwasher
- paying for cleaning costs in the case of major stains
- reporting and paying for any breakage or other damage to the buildings, furnishings, equipment and grounds

8 – When using a caterer. Caterers must be chosen from Bailey Arboretums preferred vendors list.

9 – Music and Entertainment.

- All outdoor music and or sound amplification must end by 10:00 p.m. (earlier if possible)
- All outdoor music and or sound amplification must be played into the property of Bailey Arboretum. D.J.s and Bands MUST have backs to road.

The undersigned, whether as an individual or an officer of an organization requesting the use of Bailey Arboretum facilities, guarantees observance of all regulations governing the use of these facilities and states that he/she/the organization agrees to indemnify and hold harmless The Friends of Nassau County's Bailey Arboretum, Inc., its employees and volunteers, the Incorporated Village of Lantingtown and the County of Nassau against any and all claims for damages or injury to persons or property that may be occasioned by, or arise from the use of such facilities.

The undersigned further agrees to abide by the Use of Facilities Standards outlined here, and understands that failure to do so may result in the retention of the deposit made payable to Bailey Arboretum, Inc.

Signature: _____ Organization (if any): _____

Date: _____

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Insurance Requirements

For Individual Renters:

In addition to complying with Bailey Arboretum's Use of Facility Standards, individual renters must provide Bailey Arboretum, Inc. with a copy of their Homeowner's or Apartment Renter's Policy Declarations Page showing a minimum liability limit of \$500,000. The policy must NOT exclude the off-premises activities of the insured.

For Renting Organizations and Service Providers:

In addition to complying with Bailey Arboretum's Use of Facility Standards, renting organizations as well as those who provide service to renters, for example, caterers, must maintain at a minimum the following liability coverage, giving evidence of same to Bailey Arboretum, Inc. in the form of a Certificate of Insurance and a copy of the Additional Insured Endorsement, and providing 30 days notice of cancellation, non-renewal or material change. Workers Compensation and NYS Disability is required for any organization whose employees who will be working on the premises.

Commercial General Liability Minimums

Coverage Occurrence – 1988 ISO or equivalent

**Limits General Aggregate \$2,000,000
Products-Comp/Ops Aggregate \$1,000,000
Each Occurrence \$1,000,000**

Additional Insured Bailey Arboretum, Inc., the Incorporated Village of Lattingtown, and the County of Nassau, including all appointed and elected officials, employees and volunteers

In all cases Bailey Arboretum, Inc. reserves the right to adjust the required liability minimums and to make judgments about the adequacy of proposed coverage based on the licenses and A.M. Best ratings of the renter's insurance carrier

For Individual Renters, Organizations and Service Providers Serving Liquor

If liquor is to be served, the individual renter, renting organization or the organization hired by the renter to serve liquor to guests must obtain a Nassau County permit for alcoholic beverages and provide evidence of Host Liquor Liability. We have copies of the form available for you to fill in and send to the County.

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If liquor is to be sold, in addition to a Nassau County permit, the individual renter, renting organization, or the organization hired by the renter to serve liquor to guests, must provide a New York State Liquor License or a temporary Beer & Wine Permit from the New York State Liquor Board and provide evidence of liquor legal liability.

It is your responsibility to be certain that you, your organization and/or your service providers are in full compliance with the New York State Liquor Law and that your and/or their liability insurance policy provides appropriate coverage with respect to your liquor exposure.

Once your application has been approved, this section will be filled out and signed by Bailey Arboretum, Inc. and a copy of the entire application will be sent back to you.

Event: _____ Date: _____

Date Fee Check Received: _____ Amount: _____

Date Deposit Check Received: _____ Amount: _____

Anticipated additional costs: _____ rental of tables and/or chairs
_____ tent fee _____ set up/receiving time _____ other

Signed Terms and Conditions Form Received: _____

Required Insurance Information Received (all required checked)

___ Individual liability coverage Date: _____

___ Organization liability coverage Date: _____

___ Organization evidence of additional insured Date: _____

___ Nassau County Liquor Permit Date: _____
___ Individual evidence of Host Liquor Liability Date: _____
___ Organization evidence of Host Liquor Liability Date: _____
___ NYS Liquor License or Beer & Wine Permit Date: _____
___ Evidence of Legal Liquor Liability Date: _____

Bailey Arboretum, Inc.: _____ Date: _____