

Event Fee Information and Facilities Use Guidelines Effective: 1 July 2009

We welcome your interest in the JC Raulston Arboretum (JCRA) for meetings, conferences, weddings, and social functions and have developed the following guidelines. Please understand that the Arboretum is an active teaching and research facility within the Department of Horticultural Science at NC State University. The background sounds of our routine activities are a natural part of being at the JCRA.

These guidelines have been developed to ensure an enjoyable experience for all Arboretum visitors. We appreciate your understanding and cooperation. *Please read all sections carefully.*

Designated Sites, Times and Rates:

Booking Fee: A non-refundable \$35 booking fee will be assessed for each rental site per reservation.

Set-up Fee: The set-up fee for each rental site per reservation will be \$35. Setups are only to be done by trained staff.

Events may be held in the following areas only and it is expected that *clients will visit the sites* prior to making reservations:

1. *The Ruby C. McSwain Education Center*** houses the *York Auditorium* which can be divided into 3 soundproof rooms (105, 107, 109), each accommodating tables (2'x6') and chairs (metal with burgundy upholstered seats/backs). Each section's capacity is 30-50--depending upon section rented and set-up needs. The entire York Auditorium will accommodate 100 people with tables and chairs and 200, chairs only. There is a basic kitchen facility. Room 109 has full audio-visual capabilities including a stationary, ceiling-mounted LCD projector for computer presentations, a wireless microphone system, and direct door to kitchen. When 109 or the entire auditorium is reserved, these capabilities come along with it. Rooms 105 and 107 have freestanding projection screens or whiteboards only, with outlets and extension cords available—no kitchen access. Wireless Internet is available in all rooms.

Monday through Friday: Day rates

- Room 109 -- \$240 for each 4-hour block, includes kitchen
- Room 107 -- \$140 for each 4-hour block, no kitchen
- Room 105 -- \$140 for each 4-hour block, no kitchen
- Full Auditorium -- \$520 for each 4-hour block, includes kitchen

Weekend and Evening rates:

- Room 109 -- \$340 for 4-hour block, includes kitchen
- Room 107 -- \$190 for 4-hour block, no kitchen
- Room 105 -- \$190 for 4-hour block, no kitchen
- Full Auditorium -- \$720 for 4-hour block, includes kitchen

Additional rental time of less than 4 hours may be secured for a prorated amount based on number of additional hours and specific room(s) rented (1/4 of 4-hour rate for each addi. hour or fraction).

2. *Patio outside The Ruby C. McSwain Education Center.* Scenic area available for weddings at no extra cost if renting entire *York Auditorium*. Accommodates 100 chairs.*
3. *The A.E. Finley Rooftop.* This is an open-air reception area for a maximum of 90 people.* \$500 for first 4 hours (minimum).
4. *The Klein-Pringle White Garden.* An elegant white, silver and gray garden with a Victorian gazebo and small stone plaza. Accommodates 100 chairs.* \$500 for first 4 hours (minimum).
5. *The Finley-Nottingham Rose Garden.* Enjoy an intimate group setting (rose display is season-dependent). Accommodates 25 chairs.* \$500 for first 4 hours (minimum).
6. *The Southall Lawn.* This is a large, spacious area close to Beryl Rd. Accommodates 150 chairs.* \$500 for first 4 hours (minimum).
7. *The Boxwood Collection.* A lovely area almost completely encircled with boxwood shrubs. Adjacent to the Southall Lawn, this area is also close to Beryl Rd. Accommodates 150 chairs.* \$500 for first 4 hours (minimum).
8. *The Elm Circle.* A lovely, open area near The Necessary. Accommodates 50 chairs.* \$500 for first 4 hours (minimum).

There is no outside garden lighting in the evenings and there are no electrical sources available. For safety reasons, some sites will not be available for scheduling when days become short. Candles or torches may not be used

Additional rental time of less than 4 hours may be secured for a prorated amount (1/4 of 4-hour rate for each addi. hour or fraction).

*Chairs for garden areas provided by JCRA. (Silver, folding metal chairs)

** Since the JCRA is open to the public when other groups may be meeting, restrooms in *The Ruby C. McSwain Education Center* and on grounds must also remain available for visitor use at all times.

A Reservation Deposit of one-half the rental fee or \$500, whichever is less, is required. The Reservation Deposit plus a \$100 Damage Fee check is due 60 days prior to the event. The Damage Fee check will not be cashed/deposited and will be returned approximately one (1) week following the wedding/event assuming there are no damages. (Balance of rental fee is due two (2) weeks prior to the event.) The Reservation Deposit and Damage Fee check do not apply to NCSU groups but any damages will be charged accordingly following the event.

The parking lot may not be reserved exclusively for any group reserving space at the JCRA. Access is always on a first-come, first-served basis for group members and general visitors. The parking lot is closed on weekends but may be opened upon request and just prior to scheduled events. There is plenty of parking along Beryl Rd., the main road forming the northern border of the JCRA, but all visitors must heed the parking restrictions in front of Capitol City Lumber.

Because parties are booked “back to back,” all activities must begin and end within the designated time, including setup and cleanup. **There are stiff penalties for failure to adhere to your allotted time frame. Groups will be charged an additional \$100 for every 15 minutes they go beyond the end of their reservation. It is important that groups reserve the time blocks needed to complete their activities.**

Important Considerations and Regulations:

1. Groups using JCRA facilities must note our posted regular hours of operation and expect visitors. While most people respect the activities of groups, signs will be posted in the JCRA lobby area indicating that a private party is in session. Background noise is natural and almost perpetual at the JCRA. General JCRA maintenance cannot be halted for any reserved functions. Some of it is non-distracting and sonorous, but at other times it reflects the general din of landscape equipment, the traffic of the Raleigh Beltline and the occasional passing train from an active railroad to our north.
2. **Equipment:**
 - a. **No vehicles are allowed to drive on the sidewalks! The rental party is solely responsible for seeing that no members of the rental party or the caterers serving that event drive on the sidewalk. If such occurs, there will be an additional MINIMUM \$100.00 fee for repair of irrigation equipment, and other incidental costs.**
 - b. No tents
 - c. No rental chairs.
 - d. No golf carts—only motorized wheelchairs.
 - e. There is no outside lighting in the gardens in the evenings and **there are no electrical sources available**; therefore, some sites will not be available for scheduling when the days become short. ***Candles or torches*** may NOT be used.
 - f. No vehicles other than JCRA vehicles are allowed beyond the parking lot.
 - g. No pig cookers, grills, tables or larger catering trucks preparing meals allowed.
 - h. Only non-amplified music may be used in garden.
 - i. Amplified music and dancing allowed in auditorium on evenings and weekends if renting group is sole user of building.
 - j. Auditorium partitions are not to be opened or closed by anyone other than trained assistants or staff. Renter will be held responsible for any damages incurred by unauthorized moving of the partitions.
 - k. All groups must arrive fully prepared to conduct their business. The JCRA staff is busy conducting routine, Arboretum-specific business during the day and cannot provide office supplies, audio-visual instructions, access to photocopying or fax machines, other computers, telephones, or similar equipment to any group or individual, including University-based departments. ***If staff services are required or copier, paper, pens, etc. are used/borrowed, renter will be charged an additional \$10 as a “materials fee.”***
 - l. Large appliances (refrigerator, stove and microwave) may be used if available but coffeemaker, food in refrigerator, eating accessories, especially items in cabinets and drawers, are not to be used by renting parties.
 - m. Kitchen area is to be cleaned up and in same condition as found upon arrival--note instructions posted on the refrigerator/counter.
 - n. In the auditorium (and/or gardens), all spills (liquid or food), meal accessories and event literature, decorations, etc. must be removed from the tables, chairs and floor and disposed of properly.
 - o. All fees include chairs, tables, setup and teardown. Additional fees will be charged for extra equipment or set-up requirements unless MADE IN ADVANCE. Time allotted for these services are separate from the rental time.

- p. For all events, time for clients to set up and clean up their activity materials, food, etc. must be included in the rental period.
- q. **Chairs and tables in the York Auditorium** of The Ruby C. McSwain Center are available *for indoor events only* and are **not** to be taken outside for any reason. **Outside seating needs should be arranged prior to the event.**
- 3. Florist, Displays, Exhibits and Decorations:**
- No birdseed, rice or any kind of grain or rose petals allowed.
 - No balloons or bubbles are allowed.
 - No insects or animals are allowed.
 - No sequins, confetti, glitter or minuscule decorations that present clean-up problems are allowed in the buildings or gardens.
 - All displays, exhibits or decorations must conform to the city fire ordinance code and rules. To protect The Ruby C. McSwain Center and the Arboretum in general, nothing may be affixed to walls, floors, ceilings, trellises, posts or railings or ANY PLANT MATERIAL with staples, tape or any other substance. Nor may anything be removed from the walls of the Center. *For working events, self-adhesive flip chart sheets are allowed and can be rented for a small fee.*
 - The front desk is a functional staff desk and cannot be used by any group to conduct registration/reception activities.
 - Floral arrangements are allowed but must be removed at the end of the reservation block.
4. No group may charge admission to their event unless that charge is used solely to cover rental expenses and charges must be discussed in advance with the JCRA.
- 5. Cancellation and Change Policy:**
- No cancellation will be accepted from anyone other than the renter's Contact Person.** The full Reservation Deposit will be refunded if the event is canceled **prior to 30 days preceding the scheduled date.** Cancellation **30 days prior** to the event: **one-half** of the fees will be refunded. **15 days prior** to the event: **one-fourth** of the fees will be refunded. **No refunds thereafter.**
 - Cancellation must be in writing (form available upon request) and confirmed by JCRA staff.** Phone conversations, e-mails, and/or other messages will not constitute cancellation.
 - Damage Fee check will be returned to client along with copy of co-signed Decline/Cancellation form.
- 6. Liability:**
- FORCE MAJEURE** –If the JCRA is rendered unsuitable for the conduct of the EVENT by reason of Force Majeure, JCRA may terminate this agreement by written notice following such casualty and the JCRA is not responsible for any damages sustained by renter. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages, riots or civil commotions, war or other act of any foreign nation, power of government or any other cause beyond the control of the JCRA.
 - By signing the rental agreement, you are certifying that you agree to carry liability insurance and that you agree that such insurance will protect and/or indemnify the JCRA for any and all loss, cost, damage or expense arising out of or from any accident or occurrence arising out of or occurring in connection with your use of the JCRA premises.
 - Users are strongly encouraged to purchase their own insurance to protect them from the loss of any reservation deposits and fees incurred in the event of cancellation due to inclement weather or other unforeseen interfering conditions. Neither the University nor the JC Raulston Arboretum provides this insurance nor can they make recommendations for providers.
Please refer to insurance coverage statement on page 4 of this document for additional information.
- 7. Food and Beverage:**
Please utilize a caterer from the JCRA preferred list. These Caterers have agreed to provide food and/or beverage service to the Renting Party in accordance with the regulations set forth by the JCRA. If you wish to use a caterer that is not listed, please contact our office to discuss alternate arrangements. **No alcohol is allowed.**
8. Brochures for self-guided tours of the JCRA are always available and accessible to your party. Guided tours must be arranged well in advance (30 days) of the reservation date and must conform to JCRA standard guidelines. Guided tours can be arranged by calling 919-515-3132.

The JCRA reserves the right to change the above considerations and restrictions at will and without prior notice.

INDEMNIFICATION (NCSU-based groups exempt)

- A. The JCRA shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges the JCRA for any and all liabilities for any loss, injury, or damages to any such property.
- B. The JCRA shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as may arise from the negligence of the JCRA. USER expressly agrees to indemnify and hold harmless JCRA, its officers, employees, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in USER'S use of the PROPERTY, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of USER.
- C. In the sole discretion of the JCRA, at all times during the use of the PROPERTY, USER is required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the state of North Carolina, covering the use contemplated by this agreement with combined single limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The USER shall name NC State University, including its trustees, officers, agents and employees as Additional Insureds for the said purpose and use of this agreement. USER agrees that that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against JCRA. The USER shall also maintain Worker's Compensation insurance to meet the requirements of the Workers Compensation laws of North Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the JCRA two days prior to the event.