

THE AMERICAN ROSE SOCIETY AND GARDENS OF THE AMERICAN ROSE CENTER

Special Event Agreement

This Agreement made and entered into by and between The American Rose Society, a Louisiana non-profit corporation, with its principal office located at 8877 Jefferson Paige Road, Shreveport, LA 71119 (hereto referred to as "ARS") and the following person (hereto referred to as "Lessee"):

Lessee: _____

Phone: _____

Email: _____

Mailing Address: _____

Physical Address (if different): _____

ARS agrees to allow Lessee to use, and Lessee agrees to use, those portion(s) of ARS Facilities ("the Facilities") indicated below located at 8877 Jefferson Paige Road, Shreveport, Louisiana, 71119, on the terms and conditions set forth herein. All information below must be completed to the best of Lessee's ability. Contract totals are determined based on information provided the day of signing and are subject to change as information is altered. The event description, date, time, portion(s) of the Facilities to be used and related information ("the Event") are as follows:

Event Description: _____ Venue: _____

Event Date: _____ Start Time: _____ End Time: _____

Set Up Date: _____ Set Up Time: _____ Estimated Attendance: _____ Alcohol? Yes No

Rehearsal Date: _____ Rehearsal Time: _____

Dinner Venue (if applicable): _____ Estimated Attendance: _____

_____ (initial) The Reservation Deposit reserves the date/time/space listed above and is not refundable. This amount is applied to Lessee's total leasing price and is due at signing.

_____ (initial) The Damage Deposit is not included in the charge for the Event, rather it is added to the rental's total cost. Amount of deposit is refunded to Lessee in its entirety after the event, providing no damage is incurred to any of the premises of ARS. Allow 6-8 weeks for deposit return. Lessee agrees to pay for any damage, whether done by Lessee, its agents, employees, invitees or third party contractors to the Facilities, exhibits or any other movable property owned, leased, operated or displayed by ARS at the Facilities.

_____ (initial) An additional security officer is required for all events occurring at Windsounds, or after 5 p.m., or at the discretion of ARS, with additional security personnel depending upon the number of guests and presence of any alcoholic beverages during the event.



Leasing Guidelines

DEPOSITS AND PAYMENTS

Reservation Deposit: Upon execution of this Agreement, Lessee must pay ARS a non-refundable reservation deposit of 50% of the total rental purchase. Said deposit is for space and date reservation and does not include catering, beverages, table linens, etc. This deposit shall guarantee the agreed upon date of the Event and shall be applied to final total amount due. If the Event is cancelled by Lessee for any reason, the reservation deposit shall be retained by ARS.

Security Deposit: At the time of the total rental payment, lessee must pay ARS a refundable security deposit of \$350. Said deposit is surety for damages to property and fee overages at the time of the Event. This deposit shall be refunded within six to eight weeks following the Event if no damage or fee overages are reported.

30-Day Payment: 30-days prior to the Event, Lessee must pay ARS any remaining balance. Should such payment not be made, ARS may, at its option, cancel the Event and retain the Reservation Deposit. For Events reserved fewer than 30-days in advance, payment in full is due at the time of reservation.

Payment Requirements: Credit cards, certified checks, bank money orders, or cash payment is required

Overages: Any charges incurred by the Lessee with ARS in connection with the Event in excess of the anticipated total fee will be deducted from the Security Deposit. Any additional amount in excess of \$350 will be billed to Lessee. Time overage fees include lessee's vendors.

FOOD AND BEVERAGES

If Lessee desires to serve food during the Event, a professional, licensed caterer will obtain, from an insurance company licensed by the State of Louisiana, **bodily injury and property damage liability protection in an amount not less than \$1 million combined single limit, naming The American Rose Society, its officers, employees, agents, and directors as additional insureds under such policy**, for a period no less than three (3) hours before, during and twenty-four (24) hours after the Event. Caterer is bound by all rules and regulations stated under the Event Planning Guide of the American Rose Society.

ALCOHOL

ARS does not sell or serve alcohol and, as such, assumes no alcohol liability for the Event. If Lessee desires to serve or sell alcoholic beverages during Event, Lessee will use Thrifty Liquor for catering at 318-742-3240.

EQUIPMENT

Equipment provided by ARS is secured on a first-come, first-serve basis at the discretion and availability determined by the Event Facilitator. If equipment is used other than that provided by ARS, ARS personnel are not responsible for moving, setting up or taking down, or any losses with respect to such equipment. Equipment not provided by ARS must be delivered to the Klima Rose Hall or named garden after 12:00 noon on the day of rental and removed by 9:00 AM the following day, unless approval has been clearly granted by Event Coordinator. Lessee shall notify the event coordinator of the scheduled delivery time of such equipment at least five (5) days prior to delivery.

OTHER PROVISIONS

The following provisions are an integral part of this agreement and shall be binding on the parties hereto.

Parking: Free parking, on a first-come, first-served basis, is available to guests in Klima Rose Hall's parking lots and in other marked parking areas. Parking is not allowed along roadway, nor is driving in or parking among the Gardens themselves. Fire lane must remain open at all times. Exception is made only to receive the departing bride/groom.

Other Charges: The rental fee set forth on the front hereof does not include catering, beverage service, linens, office supplies, photocopying, special programs, or any item or services other than the rental of the space(s) in the Facilities identified in the Special Event Agreement.

Time Overages: If any event (rehearsal, dinners, wedding/reception, etc.) runs past the contracted time, a fee of \$350 per hour will be

assessed and deducted from the Damage Deposit for additional custodial, security and operational costs.

Contract Totals: Contract total is determined based on event information (dates, times, attendance, etc.) provided the day of signing and is subject to change as information is altered.

Final Count and Responsibility: Lessee will provide floor plan layout for wedding and reception set ups and a final count of the number of attendees at least two (2) weeks before the event. ARS will set up and break down the tables and chairs for your event according to the submitted floor plan layout (tents not included). Email information to loukerr@live.com or fax to Attn: Lou Kerr, (318) 938-5405 or mail to PO Box 30,000, Shreveport, LA 71130. Failure to provide this information will result in an event set-up of ARS choice and may not be altered. Lessee may not set up in the Facilities at any time other than as specified.

Indemnity: Lessee agrees to, and shall, defend, indemnify and hold harmless ARS, its employees, officers, agents, volunteers and directors from and against any claims, liabilities, judgments, causes of action or other legal liability of any nature whatsoever, including, but not limited to, death or injury to person or damage to property, or from any special, consequential or punitive damages, or theft or loss of ARS facilities, fixtures, furnishings, exhibits or other property in the Facilities and from any other type of loss or damage incident to, attributable to, or arising, directly or indirectly, out of the use of the Facilities by Lessee, its employees, agents, licensees, contractors, invitees or guests.

Representative and Security: One or more ARS representatives will be at the facilities during the event. ARS makes all arrangements for Caddo Parish Sheriff's Deputies, as required, to be present during the event. Cost for additional security is \$150 per officer and is due prior to the Event. ANY TIME ALCOHOLIC BEVERAGES ARE PRESENT, Two (2) OFFICERS, MINIMUM, ARE REQUIRED. All events having any alcohol require security. (Failure to acknowledge/provide for the presence of alcohol or the accurate number of expected guests will result in additional officers being called in, and fees for their service will be deducted from your damage/security deposit.) By providing security for the event, Lessee acknowledges that ARS does not become a guarantor of, or responsible for, the safety or security of persons or property at the event.

Set Up and Take Down: Normal set up time is two hours prior to the event. Lessee shall arrange for the Event "set up" and "take down" which shall occur at the times designated on the front hereof, which must be arranged with the Event Facilitator. Should Lessee desire additional set up time, a fee of \$250 per hour will be assessed and is payable prior to date of Event. All arrangements for the Event, including placement of food and bars, set up of equipment and scheduling of installation must be made with ARS at least ten (10) business days before the Event. Once the room or wedding location is arranged, it may not be changed. Only ARS personnel may move ARS tables, chairs, fixtures, etc., anywhere on the premises. Should all arrangements not be finalized five (5) business days prior to event, room set up is made at the discretion of ARS staff and is NOT to be rearranged by lessee or guests. (Failure to follow these guidelines will result in the loss of all or part of your damage deposit.)

Decorations and Props: Lessee may not use any decorations, exhibits, visual aids or "props" without prior approval of ARS. No glitter, confetti, faux snow, etc. may be used on our carpets or tables, as it damages our vacuums and is tracked into the gardens as trash. No decorations may be attached to any surface of ARS facilities, i.e., no hanging banners or streamers. Table decorations, flowers or otherwise, must be in good taste. No open flames shall be allowed, nor any candles, without adequate coverings. No rice, sparklers or balloon releases are allowed. Lessee may not move, re-arrange or otherwise alter exhibits or other furnishings in the facilities for Lessee's event. Failure to do so may result in loss of all or part of damage deposit.

Smoking: Due to fire hazard, smoking is not allowed outdoors in any ARS gardens or inside any ARS facilities. Smoking is permitted ONLY on the front or rear terrace of Klima Rose Hall providing all guests adhere to placing their cigarette, cigar or other tobacco products in the canister provided, not in the parking lot or anywhere on the grounds. Failure to abide by this regulation may result in the loss of all or part of your damage deposit.

Default: Should either party breach this Agreement in whole or in part, the non-defaulting party shall have the remedy specified herein and such other rights and remedies which may be available at law or in equity. Lessee agrees, however, that ARS shall not be liable to Lessee for any damages, consequential or otherwise, beyond the amount of fees actually received by it from Lessee or for any damage or loss for which Lessee is responsible under this Agreement. Lessee agrees that neither ARS nor a director, officer, volunteer or employee shall be personally liable to Lessee or any other person for any matter arising out of this Agreement, unless such entity or person individually has contractually undertaken any such obligation to Lessee or is guilty of gross negligence.

Attorney's Fees: Should ARS retain the services of an attorney to enforce any obligation undertaken by Lessee here under, and should ARS prevail in any such claim or action against Lessee, with or without filing a lawsuit, then, in that event, Lessee agrees to pay the reasonable attorney's fees of ARS, in addition to any other amount or relief to which ARS may be entitled.

Cancellation: ARS reserves the right to cancel an Event if the Event rental terms are not complied with, payments are not received on



time, or reasonable justification for conflict with ARS ongoing operations, educational mission, natural disaster, or if public safety would be compromised. In the event of cancellation, due to an unavoidable conflict with ARS ongoing operations, education mission, natural disaster, or if public/private safety would be compromised, ARS will return the Lessee's Deposit but will make no other reimbursement and will not be responsible for any other expenses incurred by Lessee. If Lessee cancels event prior to rental date, no reservation refund will be made.

PACKAGES			
	Small	Large	
Wedding and Reception —Separate Venues			
Wedding and Reception —All In One			
Ceremony Only			
Reception Only			
SPECIAL EVENTS			
REFUNDABLE DAMAGE DEPOSIT			
NON-REFUNDABLE RESERVATION DEPOSIT — PAID			
SECURITY			
CONTRACT TOTAL			
DEPOSIT PAID			

I understand the contract total listed has been determined based on event information (dates, times, attendance, etc.) I provided on the day of signing and is subject to change as any of this information is revised. I have read all of the above guidelines, and understand I will be held accountable for their implementation:

ARS Signatory: _____

Lessee Signature: _____

ARS Title: _____

Printed Name: _____

Date: _____

Date: _____

Executive Director Initials

