



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023

File ID: TMP-2698

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Huntsville Botanical Garden to secure a venue for the Longevity Banquet for eligible employees.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

NA

RESOLUTION NO. 23-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a contract by and between the City of Huntsville and Huntsville Botanical Garden to secure a venue for the Longevity Banquet for eligible employees, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures as that certain document attached hereto as identified as “Contract by and between the City of Huntsville and Huntsville Botanical Garden,” consisting of eight (8) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document after being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 9th day of March, 2023.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 9th day of March, 2023.

Mayor of the City of Huntsville,
Alabama



4747 Bob Wallace Ave SW Huntsville, Alabama 35805 P: (256) 830-4447

CONTRACT

EVENT: City of Huntsville Longevity Banquet
ACCOUNT: Corporate Rentals 2023
CONTACT: Danielle Thompson
PHONE: 2564275241
EMAIL: danielle.thompson@huntsvilleal.gov
ADDRESS:

DATE: 4/4/2023 - 4/4/2023
LOCATION: Huntsville Botanical Garden
EVENT PLANNER: Ashlynn Phillips
PHONE: 256 830 4447 ext. 251
EMAIL: aphillips@hsvbg.org
MANAGER:

SCHEDULE OF EVENTS

Name	Date	Time	Guests	Rental	Setup Start	Teardown End	Areas
City of Huntsville Longevity Banquet	4/4/2023	6:00 pm – 8:00 pm	130	\$2,400.00	11:00 am	9:00 pm	Arbor

ROOM RENTAL

Tue, 4/4/2023

6:00 PM - 8:00 PM

Corporate Reception

Arbor

Qty		Price	Total
1	Arbor	\$2,400.00	\$2,400.00
	Damage Deposit (Credit Card on File)	\$500.00	

BILLING

	Total
Room Rental	\$2,400.00
Subtotal	\$2,400.00
Grand Total	\$2,400.00
Deposit	\$0.00
Rental Deposit (Due 3/4/2023)	Unpaid \$2,400.00
Estimated Amount Due	\$2,400.00



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TERMS & CONDITIONS

Rental Terms & Conditions

The terms and conditions of the contract will not be discussed with anyone other than the contractee or a designated individual assigned by the contractee.

The Huntsville Botanical Garden is a year-round botanical oasis that hosts multiple annual exhibits and ever-changing landscapes. On occasion, we encounter challenges in plantings, construction, maintenance and other issues, and the views and vistas may change from season to season.

Please note that all outdoor rental venues, except for the Pavilion and the Amphitheater, *require* rental of an indoor facility to provide guests with shelter in the event of inclement weather.

Smoking is not permitted in any of the buildings under any circumstances.

Booking Reservations

An event may be booked in person, by phone or email. Events are booked only when the Garden receives within one week:

1. The rental agreement signed by the person responsible for payment
2. The non-refundable rental deposit (50% of the rental fee)
3. Terms and Conditions, initialed and signed

Please make checks payable to Huntsville Botanical Garden.

Final Payment

The final payment includes the rental balance and any other costs incurred by the event that may include, but not limited to, additional time purchased, bartender fee, damage deposit, etc. This final payment is due 30 days prior to the event.

Cancellations

If a reservation is cancelled within three days of booking, the Garden will charge the client an additional administration fee of 10% of the total rental fee. If a reservation is cancelled within 30 days of the event, the Garden withholds the entire rental fee. A date transfer (from one date to another) is considered a cancellation and all policies listed above apply. The new date selected would be considered a new contract and full rental fees would apply.

Force Majeure

The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority. Curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impossible to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty. Refunds for any rental fees paid, other than the non-refundable deposit will be reviewed on a

case by case basis. All cancellations must be by written notice to the other party. Email is an acceptable written notice.

Damage Deposit

A damage deposit is required (separate check or credit card number) at the time of the final payment. The damage deposit will be returned following the event provided all venues are clean and damage free. Damage includes, but is not limited to damage to garden property, facilities, equipment or grounds the day of rental. Any violations of the Garden's alcohol policies will result in a \$500 fine withheld from the damage deposit. All decorations, both inside and outside, must be removed. This includes, but is not limited to, rental furniture and equipment, glitter, flowers, cake, and food.

Outdoor Venues

All outdoor venues (except for the Pavilion or the Amphitheater) require rental of an indoor facility to provide guests with restroom access and shelter in the event of inclement weather.

Rental Venue Availability

The venue will *not* be available for setup until the start time as stated on the Rental Agreement. must be on duty before a client can take possession of a venue. Any violation of these terms may result in forfeiture of the damage deposit and/or additional fees..

Outdoor Furniture and Equipment Rentals

The Garden does *not* supply outdoor furniture. Outdoor rental furniture is permitted in designated areas. All rental furniture and equipment (such as china, linens, glassware, etc.) must be delivered on the day of the event. Rental furniture must be picked up immediately following the event at a designated time stipulated in the agreement. The Garden is not responsible for the setup and/or breakdown of rental items. The Garden reserves the right to determine appropriate setup and breakdown times for rental items, and to charge an additional day rental fee for unscheduled early deliveries or late pick-ups. The Garden is not responsible for rental items left on the premises.

Indoor Furniture

The Garden provides event furniture in all indoor rental venues. Vendors providing rental furniture for all events must be included on your vendor list. Under no circumstances can existing Garden-owned furniture be removed from the venue(s).

Schedule

Rentals hours include set-up, break-down, and the actual event. Additional hours may be purchased 30-days prior to event. Actual event time in all venues must end no later than 11:00 p.m. (allowing until 12:00 a.m. for break-down). All bars scheduled for four hours *must* close 30-minutes prior to the end of an event.

Clean-up and Trash

Remove all decorations and supplies. Clear all tables of food, tablecloths, supplies, decorations, etc., and take the trash to the dumpster container located outside. Extra trash bags are provided. Any remaining trash resulting from an event in space(s) or not placed in trash receptacle containers located outside is subject to loss of the damage deposit.

Security

A security officer will be present for all events after Garden hours and for all events with alcohol beverage service. All items brought on to Huntsville Botanical Garden's property will be subject to search.

Alcohol

- The Garden retains its own liquor. Clients and their guests must purchase alcohol only from the Huntsville Botanical Garden as required by Alabama state law.
- **Under no circumstances may any client or guest bring outside alcohol onto Huntsville Botanical Garden property.** If outside alcohol is brought onto the Huntsville Botanical Garden property, the contractee will be fined \$500. The alcohol will be confiscated and disposed of per Alabama State Law. The bar service will be suspended until the issue is resolved.
- The Garden reserves the right to ID anyone requesting alcohol, refuse alcohol service to any individual, and/or shut down the entire bar service at any time the situation is warranted, by Garden staff.
- The client pays for all alcoholic beverages for a host or open bar. The Garden requires an authorized credit card to be on file with your submission of the bar package. Credit card will be charged the next business day following the event.
- All events serving alcohol require security.
- One bartender is required for every 100 guests.
- Bars must close 30 minutes prior to the end of an event.
- 20% gratuity and applicable sales tax will be added to the invoice for a host/open bar.

Catering

The Garden does not provide catering services. Only HBG approved caterers may provide services for venue rentals. The list of Exclusive Caterers is available through the Hospitality Services office. If the client wishes to pick a caterer not on the HBG Exclusive Caterer list then said client will pay \$500 and complete the following task for caterer approval with HBG. Client must make sure their chosen caterer submits a signed Caterer Agreement, Certificate of Insurance, Food Inspection Score, and completes a credit card authorization form. A caterer is required to clean the catering kitchen after an event. A Catering Checklist will be provided and applies to the caterer using our kitchens. The kitchens are equipped with standard catering appliances and equipment. The Garden provides trash bags. Please note: The Garden does not provide utensils (cooking and otherwise), ingredients, tablecloths or other linens, towels, potholders, coffee pots, or dish washing cleaning supplies.

Caterers are responsible for the safe care of all HBG appliances. Please report any malfunctions to the Garden staff. Do not use harsh abrasives on stainless steel surfaces. Any damage or facility left dirty will result in loss of catering deposit.

Drop-offs are permitted provided the client understands that the client assumes responsibility of kitchen clean-up. If the state of the kitchen is not returned to its former condition then the client can be charged upwards of \$300. During drop-offs, clients have access to water and ice only within the kitchens and shall not use any appliance.

Decorations

No nails, staples, or push pins are allowed. No Command Hooks on the walls. No glitter or spray streamer (Silly String). Gaffers tape is the only tape permitted to secure cords, paper, linens, etc. to floors and must be removed immediately following the event. Existing furniture, artwork, potted plants, and fixtures, indoor and outdoor, must remain in place. Bubbles, lavender, and real flower petals may be used for the ceremony toss in outdoor spaces. **NO rice, seeds, sparklers, silk petals, tinsel, or paper products of any kind may be used.** Sky lanterns are not allowed and cannot be released at the Garden. Balloons may be used as décor but cannot be released at the Garden. Candles are allowed if they are enclosed in glass where the edge of the glass is higher than the flame (no taper candles or candelabras). Any decorations left behind shall result in forfeiture of damage deposit. The Garden is not responsible for personal items left at the Garden.

Drapery

No drapery may block any fire exits at any time as per fire code.

Signage

The Garden will provide directional signage for your event. No advertising/company/political signs may be staked on Garden property.

Wedding Rehearsals





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CREDIT CARD AUTHORIZATION

EVENT: City of Huntsville Longevity Banquet

ACCOUNT: Corporate Rentals 2023

CONTACT: Danielle Thompson

PHONE: 2564275241

EMAIL: danielle.thompson@huntsvilleal.gov

ADDRESS:

DATE: 4/4/2023 - 4/4/2023

LOCATION: Huntsville Botanical Garden

EVENT PLANNER: Ashlynn Phillips

PHONE: 256 830 4447 ext. 251

EMAIL: aphillips@hsvbg.org

MANAGER:

Please fill in online in the following form to secure your reservation on 4/4/2023 at Huntsville Botanical Garden. The deposit for this booking will be charged to the card entered. The remaining balance will be presented to the host at the close of the event or can use the card on file.

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature:	
Print Name:	
Date:	

Electronic Signature

Electronic Signature

	Total
Room Rental	\$2,400.00
Subtotal	\$2,400.00
Grand Total	\$2,400.00
Deposit	\$0.00
Rental Deposit (Due 3/4/2023)	Unpaid \$2,400.00

Estimated Amount Due**\$2,400.00**

		Total
Room Rental		\$2,400.00
Subtotal		\$2,400.00
Grand Total		\$2,400.00
Deposit		\$0.00
Rental Deposit (Due 3/4/2023)	Unpaid	\$2,400.00
Estimated Amount Due		\$2,400.00

Electronic Signature

A one-hour rehearsal may be arranged on a day before the wedding. The rehearsal should take place during the regular Garden hours. Rehearsal location is subject to availability and may be scheduled 30 days before the wedding. The Garden is not responsible for any lost or stolen items.

Guests

Rental of a Garden facility includes admission for all guests invited to the event. However, after the Garden closes, guests must remain in the rented area only. Please supervise children for their safety, especially around pond areas.

Photography for Events

The Garden is available for photo opportunities during a venue rental to guests of a rented venue. Photography sessions included in wedding packages must be scheduled with the Hospitality Services office.

Photography Release

The Garden reserves the right to use event photographs released to the Garden for marketing purposes. The client must submit in writing any deviation from this release.

Drones for Photography

The Garden is in restricted airspace. Drone operators must meet all conditions set forth in the Drone Photography Policy and submit a request to the Hospitality Services office.

Audio/Video

The Garden provides A/V connections in all indoor rental venues, including microphones, screens, and sound. The client must provide laptops, smartphones, etc. Please confirm your equipment is compatible with the Garden's before your event.

Emergencies

Locate the fire extinguisher and emergency exits. Please notify the Garden staff or Security Officer in case of an emergency.

Vendor Deliveries and Parking

Maps with directions to each loading area are available through the Hospitality Services office. No parking at yellow painted curbs, unloading only.

The following documents are due to the Garden 30 days prior to event. Failure to submit within this timeline will result in additional fees or cancellation. Any changes after 30 days are subject to additional fees.

- Final Payment
- Approved vendor list for all vendors providing
- Bar contract (with credit card authorization)
- Contact information (point of contact)
- Event Details (floor plan, guest count)

Client Signature



 Mayor of the City of Huntsville, Alabama

Date: 3/9/2023

Venue Staff Signature

Printed Name: Ashlynn Phillips
 Initials: AP
 Signed: 3/2/2023 at 1:03 pm