

Davis Arboretum Event Request Form

Reservation Rules and Procedures

Step 1- Complete and sign this reservation form and all accompanying forms. Send forms to arbinfo@auburn.edu, or the Arboretum at 101 Rouse Life Science Building Auburn University, AL 36849.

Step 2 - Outside parties will also be required to fill out **Auburn University's Facility Use Agreement**

Step 3 - Complete the requirements of the **Campus Event Planning System** <https://cws.auburn.edu/ceps/>

A non-refundable \$150 deposit is also required to set a reservation. It will be deducted from cost of your event. Appropriate fees should be mailed to the Arboretum at 101 Rouse Life Sciences Building, Auburn University, AL 36849. You will receive a confirmation email.

Fees based on rental rates posted at <http://www.auburn.edu/academic/cosam/arboretum/events/reserve.htm> or communicated via email from arbinfo@auburn.edu. Please indicate any discounts or additional costs that will apply to your reservation.

AU Student/Employee Discount: \$25 ___ or AU Student Organization Discount: \$75 ___

Additional Costs:

Line marking fee for tent \$100.00 ___

Trash Containers: \$25.00 per 50 guests for events with disposable cups, plates, or dinnerware ___

Chairs \$2.00 each (max 100) _____

Tables (does not include linens) \$8.00 each _____

Recycling containers (free): _____

Organization/Person Making Request: _____

Phone: _____

Email: _____

Purpose of Event: _____

Is food being served? _____

Date Requested: _____

Time Requested: From _____ until _____

Arboretum North, and/or South: _____

Expected Attendance: _____

Fee Due: _____

FOP # (if applicable): _____

In making this application, I or my organization understands the fees, reservation hours, and rules of the Davis Arboretum and will abide by these and assume financial responsibility for any damages to this facility.

I or my organization further acknowledges that using this facility may involve risks or dangers. My organization or I will not hold any person involved with Auburn University liable for any accidents or injuries that may occur while using the Donald E. Davis Arboretum.

Signature of User

Date

Signature of Arboretum Representative

AU Davis Arboretum Rental Rates

All reservations require a completed reservation request form, and advance approval from the Campus Event Planning System <https://cws.auburn.edu/ceps/> and a non-refundable \$150 minimum deposit. Please include setup and cleanup in your event's time frame. The Arboretum is a public facility. Reservations do not include exclusion of Arboretum patrons from any given area.

All events require a reservation regardless of length or size.

Arboretum North

\$650 full event fee includes reservation for single day use of Garden Drive Pavilion (power, restrooms) lawn, pier (power) and the rest of the Arboretum grounds (power and fans in outdoor classroom). Any event lasting more than 4 hours is considered a full day's rental.

\$350 large event fee includes reservation for 2-4 hour use of Garden Drive Pavilion (power, restrooms) lawn, and pier (power)

\$250 event fee includes reservation for 2 hour use of Garden Drive Pavilion (power, restrooms) lawn, and pier (power)

\$50 event fee for any event taking place on arboretum grounds under 2 hours regardless of amount of attendees.

Discounts

Discounts may be applied to one event per month. Both discounts cannot be applied to a single event. Discounts only apply to events lasting 2 hours or more.

AU Student/Employee Discount: \$25

AU Student Organization Discount \$75

Additional Rentals:

Chairs \$2.00 each (max 100)

Tables (does not include linens) \$8.00 each

Line marking fee for tent \$100.00

Trash Containers: \$25.00 per 50 guests for events with disposable cups, plates, or dinnerware

Recycling containers: Free

Davis Arboretum Rules:

- Be respectful of the collections by staying on paths, trails and in open green spaces.
- Do NOT cut, pick, pull or in any manner remove or damage plant material
- Respect the wildlife. Do not handle, catch or try to remove any of the wildlife found in the Arboretum
- Keep dogs on leash at all times
- Clean up after pets and dispose of waste properly
- NO confetti or glitter use of any kind. Glitter is litter
- Stay out of water features
- Use of charcoal grills is prohibited
- Use of the pavilion is by reservation only. Those found using the pavilion without reservations or prior permission will be considered trespassers



AUBURN
UNIVERSITY

**AUBURN UNIVERSITY
HOLD HARMLESS, VOLUNTARY WAIVER, AND
ASSUMPTION OF RISKS**

EVENT INFORMATION

Event Name: _____

Date(s): _____ Time(s): _____

Location: _____

PARTICIPANT INFORMATION

Name of Participant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Date of Birth: _____ Gender: M ___ F ___

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS COMPLETED AND SIGNED FORM MUST BE SUBMITTED BEFORE ANY PERSON IS ALLOWED TO PARTICIPATE IN THE ABOVE EVENT.

I, the undersigned, wish to voluntarily participate in the above referenced event (hereafter "Event") on the dates and times as indicated above and, in consideration of the mutual covenants and conditions contained in this Agreement, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my participation in this Event there are dangers, hazards and inherent risks to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. The dangers, hazards and risks may arise from my own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable. Participation in the Event includes travel to and from the Event. **Therefore, I voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from this Event.**

I acknowledge that specialized experience and skills may be necessary to participate in this Event and I confirm that I possess such experience and skills. I understand and agree to follow all safety precautions required for participation.

I hereby release Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents (hereafter "Auburn") from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury that I may suffer while training, preparing, participating and/or traveling to or from the Event. This agreement is binding on my heirs and assigns.

I furthermore release, indemnify and hold harmless Auburn from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I may suffer, for which I may be liable to any other person, that may or does arise out of my participation in the Event. I understand that Auburn accepts no responsibility for my personal property.

In the event of an accident or serious illness, I hereby authorize representatives of Auburn to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify Auburn from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I understand that Auburn does not provide any medical, dental or life insurance to cover bodily injury, illness or death; nor insurance for personal property damage or loss; nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance or financial resources to cover expenses related to these things.

This Agreement shall be governed by and construed under the laws of Alabama. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, damage or loss as a result of my participation in any part of the Event, shall be brought only in Lee County, Alabama.

I, the undersigned have been given ample time to read and understand this Agreement, and fully accept its contents and conditions and agree to them by signing this Agreement voluntarily. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns. The information I have provided is disclosed accurately and truthfully.

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19

Participant Name _____

Parent Name _____

Participant Signature _____

Parent Signature _____

Date _____

Date _____

Auburn University Facility Use Agreement

This Use Agreement is made and entered into this _____ day of _____, 20____, by and between Auburn University ("UNIVERSITY") and _____ ("USER"), whose principal place of business is _____ in the county of ****, telephone: _____, and fax number: _____.

Whereas UNIVERSITY owns and operates, or lawfully controls the use of, the property ("PROPERTY") described below, and USER desires to use said PROPERTY, UNIVERSITY agrees to make said PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement. This agreement must be received by the appropriate UNIVERSITY contact no later than two weeks prior to the date of the scheduled event.

PROPERTY DESCRIPTION

PROPERTY: (include building(s) and room number(s) or other applicable description): _____

Date(s) of use: _____

Time(s) of use: _____

Purpose(s) of use: _____

UNIVERSITY department responsible for PROPERTY: _____

UNIVERSITY contact for PROPERTY: _____

Title of UNIVERSITY contact: _____

FEES, TERMS AND CONDITIONS

1. USER agrees to pay the sum of \$ _____ as a fee for the use of PROPERTY. This fee is due on or before _____, 20____, or two business days before the day of the use, whichever is sooner. Said payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.

BREAKDOWN OF FACILITY CHARGE

Facility Rental: \$ _____ per hour x _____ hours)	= \$ _____
Equipment: (Tables, chairs, scoreboard controls, etc.)	= \$ _____
Supervision: (Supervisors, lifeguards, etc.)	= \$ _____
Set Up/Maintenance: Labor - (housekeeping supplies)	= \$ _____
Other: _____	= \$ _____
TOTAL	= \$ _____

2. In addition to the fee described above, USER will be responsible for paying any and all expenses incurred by USER and/or UNIVERSITY in support of or as a result of the use. Such expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs.
3. Expenses will be charged as soon as possible after the conclusion of the use and payment will be due on or before _____, 20____.
4. **CANCELLATION:** Notification of Cancellation of a scheduled event by the USER must be in writing and received by the appropriate UNIVERSITY contact as indicated above fourteen (14) days prior to the scheduled time of the event.

5. SALES AND SOLICITATION: the USER will not engage in sales or solicitation of sales of goods or services except as described in "Purposes of use", above.
6. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by USER and must not be used by USER for any purpose other than ingress to or egress from the premises.
7. DAMAGES AND REPAIRS: the USER agrees to be responsible for all damages in excess of ordinary wear and tear to buildings, grounds, fields, equipment, furniture, surfaces and fixtures incidental to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the UNIVERSITY. Additional charges for any damages will be computed on the basis of cost to the UNIVERSITY, including labor and material.
8. SPECIAL SERVICE CHARGE - ADDITIONAL BILLING: It is agreed that the UNIVERSITY may unilaterally undertake to provide the USER special janitorial and supervisory coverage including services which are sufficient in its discretion to restore the PROPERTY to a clean and orderly condition. Additional charges for these services shall be computed on the basis of cost to the UNIVERSITY and shall be billed to the USER after the event and be payable on receipt.
9. STATUTES, RULES, REGULATIONS: the USER agrees to use and occupy the FACILITY in accordance with all UNIVERSITY policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes.
 - Fire Restriction in compliance with local fire codes, the maximum room occupancy may not exceed the designated room capacity, and all aisles and doorways must remain unobstructed.
 - Smoking and/or, the possession, consumption of alcohol is prohibited.
 - ADA Compliance with applicable provisions of the Americans with Disabilities Act is required for events held in University facilities.Failure to comply with the above provisions will be grounds for termination of the event.
10. PARTICIPANTS AND ATTENDEES: the USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER'S activity. The USER is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees. If the use of the PROPERTY is open to any non-members of USER, then no person shall be denied the equal privileges and enjoyment of having free and open access to the USER'S event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.
11. SPONSORSHIP: UNIVERSITY shall not be deemed to be a sponsor of any activities or events conducted on or in PROPERTY, and no literature or publicity shall indicate UNIVERSITY sponsorship. Use of PROPERTY for the purpose of commercial exploitation is prohibited. All posters, banners, and other promotions will be subject to approval by the UNIVERSITY.

12. SALE of MERCHANDISE OR SERVICES

- A. Merchandise, including programs, bearing UNIVERSITY marks, or the name, or picture of UNIVERSITY facilities may only be sold by USER pursuant to a written License agreement with the UNIVERSITY'S Director of Trademark and Licensing, 6 Samford Hall, Auburn University, Alabama 36849.

12. SPECIAL REGULATIONS:

- A. Supervision and Control of Minors: The USER shall provide at least one adult supervisor for each 12 minors participating in the event. For the purpose of this agreement, a "minor" is any person under the age of 19 years. The supervisor(s) shall be in charge of the group and shall be responsible for seeing that the terms and conditions of this agreement are met.
- B. Any events involving minors directed by USER must secure an Auburn University host in order to utilize campus facilities. The USER must also agree to be in compliance with the Auburn University Policy on Minors in University-Sponsored Programs or Involved in Programs Held at the University and/or Housed in University Facilities:
<https://sites.auburn.edu/admin/universypolicies/Policies/PolicyonMinorsInvolvedinUniversity-SponsoredProgramsorProgramsHeldattheUniversityand-orHousedinUniversityFacilities.pdf>
- C. Subletting of Allocated Time: The USER may not sublet their allocated time under any circumstances.

13. ABANDONED PROPERTY: any property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the UNIVERSITY to be disposed of or utilized at UNIVERSITY'S sole discretion.
14. PERSONAL: This agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of UNIVERSITY.
15. FORCE MAJEURE: If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, the UNIVERSITY and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the UNIVERSITY. UNIVERSITY shall not be liable to the USER for any damages caused by the cancellation.
16. TERMINATION: the UNIVERSITY may terminate this agreement at any time in its discretion. If the UNIVERSITY terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or University policies, the USER is obligated to make full payment of all fees under this agreement. Otherwise, termination by the UNIVERSITY shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by the UNIVERSITY.

17. INDEMNIFICATION AND INSURANCE

- A. The UNIVERSITY 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 UNIVERSITY for any and all liabilities for any loss, injury, or damages to any such property.
- B. The UNIVERSITY 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 UNIVERSITY. USER expressly agrees to indemnify and hold harmless UNIVERSITY, 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 or USER.
- C. In the sole discretion of the UNIVERSITY, at all times during the use of the PROPERTY, USER is required to have a policy of comprehensive general liability insurance, including public liability and property damage, written by a company licensed to do business in the state of Alabama, covering the use contemplated by 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 UNIVERSITY. UNIVERSITY must receive a certificate of insurance along with this agreement. USER insurance policy shall be endorsed to designate "Auburn University, its officers, employees and agents" as an additional insured on USER'S policy.

The policy minimums will be:

- | | |
|---|-------------|
| • Commercial General Liability General Aggregate, including Products & Completed Operations | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
| • Automobile Liability - combined single limit | \$1,000,000 |
| • Workers Compensation | |
| o Each Accident: | \$1,000,000 |
| o Disease - Policy Limit | \$1,000,000 |
| o Disease - Each Employee: | \$1,000,000 |
| • Liquor Liability (prior approval required) | \$1,000,000 |

For events involving minor participants, this insurance coverage must not exclude coverage for sexual assault and/or sexual molestation.

For any athletic or sporting event, this insurance must not exclude coverage for bodily injury to any person while observing, practicing, or participating in any sports or athletic contest or exhibition sponsored by the Name Insured.

- D. If USER hires any contractor or subcontractor to provide services during the use period, they or the contractor or subcontractor shall carry the same coverages and limits of insurance outlined herein. It shall be the USER'S responsibility to ensure compliance of this requirement and request certificates of insurance. All providers of alcohol, servers of alcohol, and event sponsors must agree to defend, indemnify, and hold harmless Auburn University, its officers, employees and agents from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs and attorney fees, which arise out of or are in any manner connected to the service of alcohol during the use period.
- E. If USER is a department, division, or other unit of UNIVERSITY, paragraph 13 and all requirements included within it are null and do not become part of the agreement between the parties. If USER is a state or federal government agency, indemnification is not required where prohibited by law.

18. WHOLE AGREEMENT: this writing contains the whole and complete agreement between the UNIVERSITY and USER.

19. SEVERABILITY: the terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

20. GOVERNING LAW: This agreement shall be construed according to the laws of the state of Alabama.

21. AUTHORITY: The person(s) signing below for the USER are presumed to have authority to bind that organization to this agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

This agreement is executed by the parties on the first date appearing above.

UNIVERSITY

USER

Name: _____

Name: _____

Signature: _____

Signature: _____

Position: _____

Position: _____