



Rental Agreement

Renter's Name: _____ Rental Date(s): _____
Contact Person: _____ Event Type: _____
Event Time: _____ Number of Guests: _____
Mailing Address: _____ City/State/Zip: _____
Phone: _____ Email Address: _____

Terms & Conditions

Fees

____ Rental fees for use of Mari's Gardens are based on the charges set forth in this rental agreement. **Initial Security Deposit secures the date, and the remaining rental fees are due 30 days prior to the reservation date.** *Please see page 6 for pricing details.

___ The \$ _____ **security deposit shall be paid to secure the requested date of event** with full and faithful performance of all terms and conditions contained in the RENTAL AGREEMENT. **If all conditions of the guidelines are met, the Security Deposit will be refunded. Any violations may result in loss of partial or full deposit.** The renter is informed and understands that the processing period for full and/or partial refund of Security Deposit requires up to a period of approximately 2 weeks after the date of the event.

___ The agreed rental fee for Mari's Gardens is \$ _____ to be **paid in full 30 days prior** to the reservation date.

___ Please make all payments by personal check, cash, or credit/debit card. Checks should be made payable to Mari's Gardens. There will be a \$25 charge for any check that is returned due to insufficient funds.

Insurance

___ **Renters must obtain General Liability insurance for the event** with a \$1,000,000 limit. Please add: Mari's Gardens LLC as additional insured. You may call Innovative Resources at (808)369-8700 for assistance in obtaining insurance should you decide not to use your own preferred insurance company.

Confirmation of Date

___ **Reservation date is confirmed upon receipt of \$250 Security Deposit AND the receipt of the signed rental agreement and required waivers.** If more than one party is interested in a specific date, the first party to book that date and pay the security deposit will be the reservation that is honored. Reservations will be done on a "first come, first served" basis.



Cancellation Policy

___ Mari's Gardens will refund all payments for any cancellations made **prior to 30 days of reservation date**. Cancellations made within 30 days of reservation date are 100% non-refundable.

Alcoholic Beverages

___ Mari's Gardens offers a BYOB policy in serving alcohol. If renter decides to serve alcohol, a **signed BYOB waiver is required at the time of payment of security deposit**. *Please see page 5 for Mari's Gardens BYOB disclaimer.

Set-Up/Decorations/Entertainment

- ___ Please do not drag table and chairs, as this will cause damage to the tables, chairs and the floors.
- ___ Confetti, glitter, and mylar balloons of any kind are **NOT** permitted.
- ___ Vendors are allowed to set up 1 day prior to the event and required to remove all set up **no later than the following Monday after the event**. Arrangements must be made with Mari's Gardens staff prior.
- ___ Renter is responsible to ensure that all entertainment concludes by 9:45 pm.

Parking

- ___ Mari's Gardens has a designated parking area outside of the front gate for your guests and near the pavilion for your vendors. Vendors are allowed to off-load and set up with ease in front of the event space and park conveniently nearby. Your guests are allowed to park outside of the front gate, along the private entry lane, and up Makapipipi Street.
- ___ Unauthorized vehicles will be towed at Owner's Expense.

Conduct

- ___ Renter is responsible for ensuring that the conduct of the guests attending the event does not present a threat to the health and safety of any individual(s), or cause damage to Mari's Gardens and/or the surrounding structures on the property.
- ___ All children/toddlers must be accompanied at all times by an adult while in the garden.
- ___ Guests are not allowed in greenhouses without Mari's Gardens staff.
- ___ Pets are not allowed in the garden.
- ___ Cigarettes are to be extinguished in a proper receptacle and butts must be placed in a proper can.
- ___ Renter is responsible for communicating our guidelines and terms to the guests attending the event.



___ Mari's Gardens reserves the right to terminate any event if renter and/or guests are not compliant to the rules and regulations stated in the rental agreement.

___ Renter is responsible for any excessive damage to the plants, systems, & garden decor caused by event guests. Any damage may be assessed and levied against the Security Deposit.

Exit/Closing Time

___ All music must conclude by 9:45 pm.

___ All guests, vendors, and entertainers must exit the garden by 10:30 pm.

___ If the renter and all vendors have not exited the front gate by exit time of 10:30pm, the renter risks forfeiting the security deposit.

General Clean-up

___ Renter is responsible for proper disposal of any cooking oils and materials.

___ Renter is responsible for bagging trash and other debris from the event and emptying rubbish cans.

___ Mari's Gardens trash receptacle is available for renters to dispose of trash during and after the event.

___ Renter is responsible for removing decorations by the following Monday after the event.

End of Event Check

___ The renter has the opportunity to return by the following Monday after the event to ensure that all clean-up guidelines are met.

Indemnity

___ The RENTER shall indemnify, defend, and hold Mari's Gardens harmless from and against all claims, proceedings, suits, damages, settlements, and awards arising in connection with or attributable to the use of the premises by the RENTER and/or its guests, invitees, agents, or assignees. This indemnification shall, among other things, include indemnification against any, and all claims, actions, proceedings, attorney's fees, costs, demands and any damages. Mari's Gardens shall not be liable to the RENTER for any damage to the RENTER or RENTER property or RENTER's guest(s) from any cause. The RENTER waives all claims against Mari's Gardens for damage to person or property arising for any reason.



MARI'S GARDENS
growing in balance

Special Arrangements

Renter's Consent and Signature

The undersigned has fully read and agrees to the Terms and Conditions of the RENTAL AGREEMENT and hereby confirms payment of Security Deposit in the amount of \$250 to Mari's Gardens. The renter agrees to pay the rental fee amount of \$_____ 30 business days prior (_____) to the rental date. Failure to submit payment by this date will result in forfeiture of the Security Deposit and the termination of this agreement. The renter hereby agrees to and assumes full responsibilities and liabilities for any damages, destruction, and/or losses incurred by Mari's Gardens during or as a result of the RENTER's engagement and usage of the garden. The renter also agrees that Mari's Gardens may assess charges to the renter for any damage, destruction or loss to the property as a result of renter's usage of the facilities that exceeds the amount of the security deposit.

Security Deposit Paid Amount \$ _____

Renter's Name (Printed) _____ Signature _____ Date _____

Mari's Gardens (Printed) _____ Signature _____ Date _____

Mari's Gardens Use Only

Mari's Gardens Representative _____

Rental Amount: _____ Date Paid: _____ Form of Payment: _____

Person Accepting Payment: _____

Notes:

Bring your Own Bottle Disclaimer



____ I _____ HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT. I acknowledge that Mari's Gardens has not and will not issue on premise alcohol. Therefore all alcohol at the event is BYOB.

____ I acknowledge that I will not serve alcohol to anyone who is a minor, who is prior to the event under the influence of liquor, who is disorderly, who is addicted to the excessive use of liquor, or who will consume alcohol in any vehicle on the premises.

____ I acknowledge that consuming alcohol is highly addictive, and can and will impair cognition, judgment, vision, motor skills, the ability to speak and will enhance aggression, agitation, and promote compulsive behavior.

____ I acknowledge that consuming excessive alcohol can and will lead to various health issues: nausea, vomiting, drowsiness, diarrhea, upset stomach, headaches, and breathing difficulties.

____ I acknowledge that Mari's Gardens is not held liable for any property damage, charges, injuries, or deaths that may occur due to the consumption of alcohol during the scheduled event.

____ I acknowledge that if my party is serving alcohol, an off-duty HPD police officer will be hired by Maris Gardens LLC to be present at your event.

____ Therefore, in consideration of my application and permitting myself and party to participate in this activity, I hereby take action for myself, my group, and assigns as follows: (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Mari's Gardens and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers. (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise. I acknowledge that Mari's Gardens and their directors, officers, volunteers, representatives, and agents are NOT responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Renter's Name (Printed) _____ **Signature** _____ **Date** _____



Details

___ **Aquaponic Dining Tables \$1750 + \$250 Security Deposit**

- Seats 54-60 guests comfortably
- Prep area
 - Two food-service tables
 - Heat lamps
 - Hand washing sink
 - BBQ area
- Bluetooth speakers
- Live music space
- Walk-in refrigerator
- Trash disposal on site
- Parking
- HPD police officer for 3 hours of your event
- One portable toilet with hand washing station
- Mari's Gardens staff on site for the event

___ **Edible Garden \$1250 + \$250 Security Deposit**

- Seats 40-45 guests comfortably
- Food prep area
 - Heat lamps
 - Hand washing sink
 - BBQ area
- Walk-in refrigerator
- Trash disposal on site
- Parking
- HPD police officer for 3 hours of your event
- One portable toilet with hand washing station
- Mari's Gardens staff on site for the event

___ **Aquaponic Dining Tables & Edible Garden combined \$2750 + \$350 Security Deposit**

- Seats 94-100 guests comfortably
- Please see above information for details

___ **Workshop Area \$400 + \$150 Security Deposit**

- Seats 30 guests comfortably
- Please inquire about additional seating (weather permitting)
- Bluetooth speaker with microphone
- Walk-in refrigerator
- Trash disposal on site
- Restrooms
- Parking
- Mari's Gardens staff on site for the event
- Customized workshop - \$ ___ per person

Optional Fees

- ___ Guided farm tour - \$5 per person
- ___ Fresh Veggie bag - \$10 per person