To Our Clients: Please read carefully, as receipt of your initial payment constitutes understanding of and responsibility to comply with the rules listed in this Rental Terms of Use.

For questions or requests, please email Event.Manager@montgomeryparks.org.

RENTAL SITE: Your Rental Site(s) is listed on your Permit Contract under Resource. Each Rental Site is for the exclusive use of you the Client, your guests, and contracted vendors only. Any sites not listed on your Permit Contract are available to you and your guests for non-exclusive use. The grounds are open to the public from sunrise to sunset. The Visitors Center is open to the public 9:00 AM to 5:00 PM.

HOURS OF RENTAL: Your Permit Contract states Event Begin, Duration, and Event End. This rental period includes your deliveries, set-up, decorating, caterer prep, event, breakdown and complete clean-up. This is the only period that you, your guests, vendors, and rented equipment, may occupy the rental site. Please check with your caterer and other vendors regarding the amount of time needed for set-up and breakdown. Additional hours can be added to your rental period at the Extra Hour Rate if requested via email at least 15 days prior to the event date.

EVENT STAFF: An Event Staff person(s) will be assigned to your event. The Event Staff will be available to you for the entirety of your rental to answer questions, restock restrooms, point vendors in the right direction, adjust heat/air conditioning, manage A/V equipment if applicable, and ensure compliance with Terms of Use. The Event Staff is not responsible or authorized to set-up, breakdown, clean-up, move equipment, or assist guests in wheel chairs.

CAPACITY: Brookside Gardens must strictly uphold the capacity limits for each Rental Site as required by the Montgomery County Fire Marshall. Maximum capacity for your Rental Site(s) is listed on your Permit Contract under Event next to Attend/Qty. If you require a larger Rental Site, we will do our best to accommodate you, depending on availability. Requests for additional space must be received via email at least 30 days prior to the event date. Switching to a larger Rental Site(s) may increase your rental fee.

REHEARSAL: 1-Hour Seated Garden Events include a free, one-hour rehearsal. Rehearsals are scheduled on weekdays only, subject to availability. Requests for a rehearsal must be made via email no at least 15 days prior to the event date. Brookside Gardens reserves the right to reschedule as necessary up to 7 days prior to the rehearsal. Rehearsals are scheduled on a first come, first served basis.
EQUIPMENT INCLUDED IN RENTAL:
Visitor Center Equipment:

➢ 40- 6’ rectangular tables
➢ 15- 5’ round tables
➢ 6 high-top tables
➢ 175 Camel Chairs (Auditorium)
➢ 60 padded folding chairs (Classrooms)

Outdoor Equipment:

➢ 125 white padded folding chairs
➢ 5- 4’ round tables (South Terrace)
➢ 24 tree chairs (South Terrace)

CATERING SERVICES: Brookside Gardens does not provide in-house catering services. Clients must select a full-service licensed/insured caterer or food truck, or purchase food prepared by a licensed/insured grocer or restaurant, such as Costco, Sam’s Club, Giant, Safeway, Chipotle, Subway, etc. A list of caterers is available. Homemade food, such as a potluck, is only permitted by request, and you must sign the Homemade Food Waiver Form. Caterers must be contracted no later than 45 days prior to your event, and must follow these Terms of Use.

To qualify as an approved caterer, the following documents must be submitted to Event.Manager@MontgomeryParks.org no later than 30 days prior to your event:

● Copy of the current health department inspection certificate;
● Liability and damage insurance for one million dollars with Brookside Gardens named as a certificate holder for the duration of the event.
● A signed copy or e-signature acknowledging Brookside Garden’s Terms of Use.

VENDORS: You may contract vendors, such as wedding coordinators, decorators, photographers, florists, DJs, musicians, lighting, specialty equipment rentals, etc. A list of all your vendors, including email, phone number, and applicable licensing/insurance, is required to be submitted via email no later than 30 days prior to your scheduled event.

DELIVERIES: All deliveries, drop offs, and pickups must be done within the Duration listed in on the Contract Permit. No deliveries will be allowed to be made the day prior to your event, and no event equipment can be left overnight for pick up the following day.

Service roads are for use by staff and emergency vehicles. For the safety of your guests and all garden patrons, the service roads must remain clear. If your event requires equipment delivery to garden areas, arrangements
must be obtained 30 days prior to the event. Vehicles must follow the instructions given by the Event Staff. If permitted to use a service road, vehicles must be moved immediately after load-in/load-out. Under no circumstances are vehicles allowed to drive or park on any lawn or garden area. Hand carts are permissible to move equipment on the lawn.

Vendors are responsible to bring ladders, electrical cords, dollies, carts or other incidental equipment.

Event Staff are available to provide direction and ensure Terms of Use compliance during set-up and breakdown. Event Staff are not authorized to carry, set up, break down or transport any vendor equipment.

**RENTALS & VENDOR EQUIPMENT:** Any additional items, including but not limited to linens, dishware, and flatware that are being provided directly from the caterer or through outside vendors must be delivered and removed from the property within the **Duration** listed on Permit Contract. Brookside and M-NCPPC are not responsible for any equipment belonging to the client, caterer, or vendors. Please mark your equipment clearly.

**ALCOHOL:** Brookside Gardens must strictly uphold Maryland State and Montgomery County laws concerning alcohol serving and consumption. Alcoholic beverages, including beer, wine, champagne, and mixed drinks may be served to guests 21 years or older. Alcoholic beverages must be served by a certified/insured bartender. This can be provided by a full-service caterer or bartending service. Guests may not serve themselves. Home-brewed beer and alcoholic drinks mixed offsite are not permitted. All alcohol must arrive unopened.

**SET-UP & FLOOR PLANS** (see **Equipment List** for included equipment):

For **Garden Rental Sites:** Included chairs will be set up by Event Staff prior to the Event Start. Additional equipment may be rented, and is the responsibility of the Client to coordinate set-up and breakdown.

For **Visitor Center Rental Sites:** Set-up and breakdown is the sole responsibility of the Client. The Client may choose to delegate this to their caterer, however the contract holder is responsible for communicating set-up and breakdown requirements to the caterer. Sample floor plans, maps, and templates are available.

**INCLEMENT WEATHER:** Two plans, Plan A for fair weather and Plan B for inclement weather, will be created in advance. Enactment of Plan B will occur only by permission of the Client, no later than three hours prior to the Event Start. No refunds will be given in the event of inclement weather. Clients are free to purchase third-party event insurance, if desired.

**DECORATING:** All decorating is the responsibility of the client and must take place within the **Duration** listed on the Permit Contract. All items must be removed, and the Rental Space restored before the **Event End**.

**Banners, Garlands, and Wreaths:** Integrity of the Rental Sites is imperative. Do not use nails, glue, screws, push pins, metal hooks, or damaging adhesive on any surface, including plants and trees. Ribbon, string, or wire is recommended for use on outdoor structures and chairs. Blue painter tape or command strips are recommended for indoor wall surfaces. Clients must provide their own step stools.
Candles and Combustibles: All candles and votives must be housed inside glass containers taller than the flame. Open, unprotected flames, including candelabras, are not permitted. Fireworks, including poppers sparklers, are illegal in Montgomery County, Maryland. Park Police will be notified immediately if any fireworks or sparklers are found on the property.

Throwing and Releasing: To ensure the safety of our natural wildlife we do not allow rice, birdseed, confetti, silk flower petals, glitter, live animals, or insects. We recommend real flower petals, fallen leaves, and bubbles. Balloons and lanterns made for release into the sky are strictly prohibited.

AUDIO/VISUAL POLICY:

For Garden Rental Sites: Brookside Gardens does not provide A/V equipment for any outdoor Rental Sites. If amplification or recorded music is desired, the Client may bring their own equipment or arrange for this service through a DJ.

For Visitor Center Rental Sites: If amplification or recorded music is desired, the Client may arrange for this service through a DJ, or purchase one of the A/V Packages below.

AUDIO/VISUAL PACKAGES AVAILABLE FOR PURCHASE:

All prices include set-up, breakdown, and staffing fee. Please consider your needs in advance. Changes to packages must be made no later than 7 days prior to your rental. No refunds available.

<table>
<thead>
<tr>
<th>Package Description</th>
<th>Auditorium Cost</th>
<th>Adult Classroom Cost</th>
<th>Children’s Classroom Cost</th>
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</thead>
<tbody>
<tr>
<td>Microphones (lectern only)</td>
<td>Incl. in rental</td>
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</tr>
<tr>
<td>Microphones (lectern, 2 lav, 2 handheld)</td>
<td>$35/hour</td>
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<tr>
<td>A-port only</td>
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<tr>
<td>A-port plus 1 presentation or looping slideshow</td>
<td>$385</td>
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<td>$385</td>
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<tr>
<td>Projector and computer (1 presentation)</td>
<td>$350</td>
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<tr>
<td>Projector and computer (2 or more presentations)</td>
<td>$350 + $35/hour</td>
<td>$350 + $35/hour</td>
<td>$350 + $35/hour</td>
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</table>

TECHNICAL SPECIFICATIONS AND RECOMMENDATIONS:

- We recommend you provide presentations on a standard USB portable drive.
- Auditorium is PC- and Mac-compatible. PC only available for Adult and Children’s Classrooms. You may provide your own Mac laptop, if desired.
- If a dry-run test prior to the rental is desired, please schedule in advance.
  Event.Manager@MontgomeryParks.org / 301-962-1404
➢ A/V is available in other indoor areas using our mobile unit. Please ask about special set-ups.
➢ No A/V, including microphones, is available in the Garden Areas. You are welcome to bring your own equipment or hire a vendor for this purpose.

AMPLIFICATION: Montgomery County community agreements allow outdoor amplification to 10:00 PM. Indoor amplification is permitted throughout the rental duration. Event Staff is authorized to ask the client or DJ to adjust the sound levels down to a more appropriate level, if needed.

POST EVENT CLEAN-UP: The Client is responsible for all clean-up. Though the Client may delegate this to the caterer, it is the Client’s responsibility to ensure the clean-up is completed.

Clean-up Equipment Provided: trashcans, brooms, dustpans, mop.

- The Rental Site(s) must be restored to their original condition or better.
- Remove all decorations, trash, debris, and equipment brought by the Client or vendors.
- Floors must be swept or vacuumed. Garden areas must be clear of any decoration debris and trash.
- All kitchen surfaces must be wiped down.
- Kitchen floor must be mopped.
- All trash must be taken off-site for disposal.
- The refrigerator and warmer should be free of all leftovers and debris.
- Leftover ice and liquids must be disposed of carefully in approved areas so as not to kill the plantings, grass and groundcover. Please check with Event Staff before disposing anywhere on the property.
- All outside rentals arranged by the Client or caterer (linens, glassware, floral vases, chairs, etc.) must be removed by the rental end time. No items may be left overnight.
- For Auditorium events, all Brookside Gardens equipment must be broken down and placed back in the Auditorium Equipment Storage.

WALKTHROUGH & EVENT TIMELINE: To help ensure your needs are met, we suggest a walkthrough with Event Staff no less than 30 days prior to your event. Though it is not required, we strongly suggest that Clients invite the planner, day-of coordinator, caterer, and photographer to go over the timeline, floor plans, and to tour the Rental Sites. Email to schedule.

GROUNDS: Though there is always something beautiful to see, the Gardens come “as is.” Signage may be placed on grass or paved areas only. No garden furniture (benches, flower pots, etc.) may be moved or removed.

PARKING: Onsite parking is available in the Visitor Center Parking Garden and the Conservatory Lot on a first-come-first-served basis. The parking lot is also open to the general public until the park closes at sundown. After dark, parking is for event guests only. Event Staff may assist with parking during large events. Please specify on your timeline if buses, shuttles or limousines will be arriving, so Event Staff can direct them to the appropriate drop off and holding locations.
PETS & WILDLIFE: No pets are allowed anywhere on the grounds, except for service animals. In accordance with M-NCPPC regulations, pesticide applications are strictly prohibited on all park properties. Insect repellent applied to the body is permitted. No wildlife shall be fed or disturbed from their habitat.

PAYMENT & AGREEMENT TO TERMS OF USE: Initial Payment of 40% is due within 7 days of Permit Contract creation. A failure to provide Initial Payment within 14 days will result in a loss of the rental reservation date. A reservation is confirmed and becomes binding upon receipt of Initial Payment. Submission of payment implies understanding of and responsibility to follow these Terms of Use. The remaining 60% is due no later than 30 days prior to the scheduled event.

We prefer payments through www.ActiveMontgomery.org by credit card (Visa/Mastercard/Discover/American Express).

Checks are also accepted, made payable to Active Montgomery. If your check is returned unpaid, your account will be debited for the original check amount plus the maximum allowable service fee. Payment by check constitutes authorization of these transactions. You may revoke your authorization by calling 1-800-666-5222, ext. 2 to arrange payment for any outstanding checks and service fees due.

Cash and money orders in the exact balance due are accepted in person. Do not mail.

PAYMENT SCHEDULE:

- INITIAL PAYMENT - 40% of total rental fee due 7 days after receiving contract
- FINAL BALANCE PAYMENT – Remaining balance (60%) due 30 days prior to the rental date.
- If a reservation is made less than 30 days prior to the rental date, then the full rental fee payment is due immediately at the time of booking.
- Payment plans are available and can be set up through Active Montgomery.

CANCELATIONS & REFUNDS: The Client may elect to cancel for any reason. All cancellations/changes must be in writing via email or fax.

- 46 days or more prior to the event date: 50% of total fees paid as of that date will be refunded.
- 45 days or less prior to the event date: 0% (zero) total fees paid will be refunded.

AMERICANS WITH DISABILITIES ACT (ADA) ACCOMODATIONS:
The Visitor Center and surrounding areas are ADA accessible, as are all of our Garden Sites, except the Japanese Tea House. If you require additional accommodations, please contact the Montgomery Parks Program Access Office:

- Program Access Office
  - www.montgomeryparks.org
  - Office: 301.495.2477 / Fax: 301.434.4796
  - E-mail: ProgramAccess@montgomeryparks.org

PUBLIC SAFETY: Driveways, corridors and emergency exits must be accessible at all times. At the contract holders cost, the Rental Program Manager may require M-NCPPC Park Police to be present when the safety, protection or well-being of the guests or facility is needed.

DISPERISING INFORMATION: It is the responsibility of the Client to ensure that all outside vendors, including family and friends assisting with the event, are aware of the Park’s rules and regulations.

INDEMNIFICATION: The contract holder agrees to indemnify and hold harmless the Maryland-National Capital Park & Planning Commission (M-NCPPC) from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the Commission or which the Commission must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from his/her negligent performance of or failure to perform any of his/her obligations under the terms of this rental contract/permit.