Rental Terms of Use: Social & Corporate Events

Updated December 15, 2018

To Our Clients: You are responsible to read, understand, and communicate to your vendors and guests these Terms of Use. Failure to comply with Terms of Use may result in ineligibility to use Brookside Gardens facilities for future events and/or suspension of your Active Montgomery account. Additional hours and damage fees may apply.

For questions or requests, please contact Jennifer.Bland@MontgomeryParks.org | 301-962-1404.

SECTION 1: RENTAL SITE
1.1 Rental Sites reserved are listed on your permit contract under Resource.
1.2 Each Rental Site is for the exclusive use of you, your guests, and contracted vendors only.
1.3 Any sites not listed on your Permit Contract may not be available to you or your guests.
1.4 Other sites may be used by Brookside Gardens staff for scheduled events and programs.
1.5 The grounds are open to the public from sunrise to sunset.
1.6 The Visitors Center is open to the public 9:00 AM to 5:00 PM.

SECTION 2: HOURS OF RENTAL
2.1 Your Permit Contract defines rental period with Event Begin, Duration, and Event End.
2.2 Rental period includes all set-up, decorating, event preparation, the event, breakdown, and complete clean-up.
2.3 The rental period is the only period that you, your staff, your guests, vendors, and equipment, may occupy the rental site.
2.4 Please check with all vendors regarding the amount of time you will need prior to contract agreement.
2.5 There is no storage space available to you outside of the rental period.
2.6 No equipment or materials of any kind may be dropped off, shipped, or set up in advance of your event.
2.7 Additional hours can be added to your rental period if requested via email at least 15 days prior to the event date, subject to availability.

SECTION 3: EVENT STAFF
3.1 An Event Staff person(s) will be assigned to your event.
3.2 Event Staff will be available to you for the entirety of your rental to answer questions, restock restrooms, adjust HVAC manage A/V equipment, and ensure compliance with Terms of Use.
3.3 Event Staff is not responsible or authorized to set-up, breakdown, clean-up, move equipment, or assist guests in wheel chairs.

SECTION 4: EQUIPMENT

4.1 Equipment included:

- 20- 6’ rectangular tables
- 15- 5’ round tables
- 130 Camel Chairs
- 6- high top tables
- 125 white resin padded folding chairs (outdoors)

Equipment not included:

- dance floor
- linens
- decor

4.3 Clients are responsible for providing ladders, electrical cords, dollies, carts and other incidental equipment.

4.5 Event Staff are not authorized to carry, set up, or break down non-Brookside Gardens equipment.

4.6 No linens will be provided.

4.7 No office supplies will be provided.

4.8 Nothing can be affixed to the wall without using hooks provided.

4.9 No more than 10 pages of printing or photocopying will be allowed.

SECTION 5: SUSTAINABILITY and ECO-EVENTS

5.1 Brookside Gardens is proud to meet or exceed the M-NCPPC Sustainability requirements.

5.2 All landfill trash must be taken and disposed of offsite.

5.3 Recycling is available for well-sorted co-mingled plastic and glass and paper waste.

5.4 Composting is encouraged. You must request containers in advance via email.

5.6 Balloons, glitter, and confetti of any kind are not allowed on property.

5.7 Smoke Machines of any kind are not allowed on property.

SECTION 6: AV TECHNOLOGY

6.1 Only trained Brookside Gardens Event Staff are authorized to handle AV equipment.

6.2 With paid package, Event Staff will provide basic set-up, including loading presentations, testing mics and troubleshooting when needed.

6.3 Events Staff are not available for additional technical troubleshooting, such as reformatting PowerPoint presentations, converting files, or advancing slides during presentations.

6.4 Clients may bring projection equipment and use screen at no charge.
SECTION 7: BREAKDOWN & CLEAN-UP
7.1 Breakdown is the sole responsibility of the Client.
7.2 The Client may choose to delegate this to vendors, however, the contract holder is responsible for communicating set-up and breakdown requirements.

- All tables must be cleared and wiped down.
- All tables and chairs must be returned to their appropriate storage areas, at the direction of Event Staff.
- All recyclables must be well sorted, bagged, and stacked neatly in the Auditorium kitchen.
- All composting must be well sorted, bagged and stacked neatly in the Auditorium kitchen.
- All landfill trash must be removed from the property.
- The refrigerator and warmer should be free of all leftovers and debris.
- Leftover ice and liquids must be disposed of in sink, not dumped outside.
- All additional equipment brought by the Client and volunteers must be removed by the rental end time.
- Brookside Gardens is not responsible for any items left behind.

SECTION 8: PARKING
8.1 Parking is on a first-come-first-served basis.
8.2 The parking lot is also open to the public until the park closes at sundown.
8.3 After dark, parking is for event guests only.
8.4 Event Staff may assist with parking during large events.

SECTION 9: REHEARSAL
9.1 All wedding ceremonies include a free, one-hour rehearsal.
9.2 Rehearsals are scheduled on weekdays, subject to availability.
9.3 Requests must be made no later than 15 days prior to event date.
9.4 Brookside Gardens reserves the right to reschedule as necessary up to 7 days prior to rehearsal.
9.5 Rehearsals are scheduled on a first come, first served basis.
9.6 Event staff are not provided for rehearsal.
9.7 The Visitor Center closes at 5:00 PM daily, and may not remain open for rehearsal.

SECTION 10: CATERING SERVICES
10.1 Brookside Gardens does not provide in-house catering services.
10.2 Clients must select a full-service licensed/insured caterer or food truck, or purchase food prepared by a licensed/insured grocer or restaurant.
10.3 A list of caterers familiar with our facility is available.
10.4 Homemade food, such as a potluck, is only permitted by request, and you must sign the Homemade Food Waiver Form.
10.5 We recommend that Caterers are contracted no later than 45 days prior to your event.
10.6 All caterers must follow these Terms of Use.
10.7 To qualify as an approved caterer, the following documents must be submitted to Jennifer.Bland@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.

SECTION 11: VENDORS

11.1 You may contract vendors, such as wedding coordinators, decorators, photographers, florists, DJs, musicians, lighting, specialty equipment rentals, etc.
11.2 A list of all contracted 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.
11.3 Vendors claiming association with your event but that are not on the list may be asked to leave.

SECTION 12: DELIVERIES

12.1 All deliveries, drop offs, and pickups must be done within the Duration listed in on the Contract Permit.
12.2 No deliveries will be allowed to be made the day prior to your event.
12.3 No event equipment can be left overnight for pick up the following day.
12.4 Service roads are for use by staff and emergency vehicles.
12.5 For the safety of your guests and all garden patrons, the service roads must remain clear.
12.6 If your event requires equipment delivery to garden areas, arrangements must be obtained 30 days prior to the event.
12.7 Vehicles must follow the instructions given by the Event Staff.
12.8 If permitted to use a service road, vehicles must be moved immediately after load-in/load-out.
12.9 Under no circumstances are vehicles allowed to drive or park on any lawn or garden area.
12.10 Hand carts are permissible to move equipment on the lawn.
12.11 Vendors are responsible to bring ladders, electrical cords, dollies, carts or other incidental equipment.
12.12 Event Staff are available to provide direction and ensure Terms of Use compliance during set-up and break down.
12.13 Event Staff are not authorized to carry, set up, break down or transport any vendor equipment.

SECTION 13: RENTALS & VENDOR EQUIPMENT:

13.1 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.
13.2 Brookside and M-NCPPC are not responsible for any equipment belonging to the client, caterer, or vendors. Please mark your equipment clearly.
SECTION 14: ALCOHOL
14.1 Brookside Gardens must strictly uphold Maryland State and Montgomery County laws concerning alcohol serving and consumption.
14.2 Alcoholic beverages, including beer, wine, champagne, and mixed drinks may be served to guests 21 years or older.
14.3 Alcoholic beverages must be served by a certified/insured bartender.
14.4 Guests may not serve themselves.
14.5 Home-brewed beer and alcoholic drinks mixed offsite are not permitted.
14.6 All alcohol must arrive unopened.

SECTION 15: SET-UP & FLOOR PLANS (See Section 4 for included equip.):
15.1 Clients are responsible for all setup unless otherwise stated below.
15.2 For Garden Rental Sites:
   15.2.1 Included chairs will be set up by Event Staff prior to the Event Start.
   15.2.2 Additional equipment may be rented.
   15.2.3 The Client is responsible for coordinating set-up and breakdown of rented equipment.
15.3 For Visitor Center Rental Sites:
   15.3.1 Set-up and breakdown is the sole responsibility of the Client.
   15.3.2 The Client may choose to delegate set up to the caterer, however the contract holder is responsible for communicating set-up and breakdown requirements to the caterer.
15.4 Sample floor plans, maps, and templates are available.
15.5 Event Staff are available to provide direction and monitor set-up and breakdown.
15.6 Event Staff are not authorized to carry, set up, or break down non-Brookside Gardens equipment.

SECTION 16: INCLEMENT WEATHER
16.1 Two plans, Plan A for fair weather and Plan B for inclement weather, will be created in advance.
16.2 Enactment of Plan B will occur only by permission of the Client, no later than three hours prior to the Event Start.
16.3 No refunds will be given in the event of inclement weather.
16.4 Clients are free to purchase third-party event insurance, if desired.

SECTION 17: DECORATING
17.1 All decorating is the responsibility of the client.
17.2 All decoration must take place within the Duration listed on the Permit Contract.
17.3 All items must be removed, and the Rental Space restored before the Event End.
17.4 Banners, Garlands, and Wreaths
   17.4.1 Do not use nails, glue, screws, push pins, metal hooks, or damaging adhesive on any surface, including plants and trees.
17.4.2 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.

17.5 Clients must provide their own step stools.

17.6 Candles and Combustibles:
- 17.6.1 All candles and votives must be housed inside glass containers taller than the flame.
- 17.6.2 Open, unprotected flames, including candelabras, are not permitted.
- 17.6.3 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.

17.7 Throwing and Releasing:
- 17.7.1 To ensure the safety of our natural wildlife we do not allow rice, birdseed, confetti, silk flower petals, or glitter.
- 17.7.2 Release of live animals or insects is strictly prohibited.
- 17.7.3 Balloons and lanterns made for release into the sky are strictly prohibited.
- 17.7.4 Real flower petals, fallen leaves, and bubbles are permitted on the grounds.

SECTION 18: AUDIO/VISUAL POLICY

18.1 For Garden Rental Sites:
- 18.1.1 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.

18.2 For Visitor Center Rental Sites:
- 18.2.1 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.

18.3 AUDIO/VISUAL PACKAGES AVAILABLE FOR PURCHASE:

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

AV 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.
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.

SECTION 19: AMPLIFICATION

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

SECTION 20: POST EVENT CLEAN-UP

20.1 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.
20.2 Clean-up Equipment Provided: trashcans, brooms, dustpans, mop.
20.3 Clean-up Requirements:
   20.3.1 The Rental Site(s) must be restored to their original condition or better.
   20.3.2 Remove all decorations, trash, debris, and equipment brought by the Client or vendors.
   20.3.3 Floors must be swept or vacuumed. Garden areas must be clear of any decoration debris and trash.
   20.3.4 All kitchen surfaces must be wiped down.
   20.3.5 Kitchen floor must be mopped.
   20.3.6 All trash must be taken off-site for disposal.
   20.3.7 The refrigerator and warmer should be free of all leftovers and debris.
   20.3.8 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.
   20.3.9 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.
   20.3.10 For Auditorium events, all Brookside Gardens equipment must be broken down and placed back in the Auditorium Equipment Storage.

SECTION 21: WALKTHROUGH & EVENT TIMELINE

21.1 We require a walkthrough with Event Staff no less than 30 days prior to your event. 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.

21.2 Email Jennifer.Bland@MontgomeryParks.org to schedule.

SECTION 22: GROUNDS

22.1 The Gardens come “as is.”
22.2 Signage may be placed on grass or paved areas only.
22.3 No garden furniture (benches, flower pots, etc.) may be moved or removed.

SECTION 23: PARKING

23.1 Onsite parking is available in the Visitor Center Parking Garden and the Conservatory Lot on a first-come-first-served basis.
23.2 The parking lot is open to the general public until the park closes at sundown. After dark, parking is for event guests only.
23.3 Event Staff may assist with parking during large events.
23.4 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.

SECTION 24: PETS & WILDLIFE

24.1 No pets are allowed anywhere on the grounds, except for service animals.
24.2 In accordance with M-NCPPC regulations, pesticide applications are strictly prohibited on all park properties.
24.3 Insect repellent applied to the body is permitted. No wildlife shall be fed or disturbed from their habitat.

SECTION 25: PAYMENT & AGREEMENT TO TERMS OF USE

25.1 Initial Payment of 40% is due within 7 days of Permit Contract creation.
25.2 The remaining 60% is due no later than 30 days prior to the scheduled event.
25.3 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.
25.4 A failure to provide Initial Payment within 14 days will result in a loss of the rental reservation date.
25.5 A reservation is confirmed and becomes binding upon receipt of Initial Payment.
25.6 Submission of payment implies understanding of and responsibility to follow these Terms of Use.
25.7 We prefer payments through www.ActiveMontgomery.org by credit card (Visa/Mastercard/Discover/American Express).
25.8 Checks are also accepted, made payable to Active Montgomery.
   25.8.1 If check is returned unpaid, your account will be debited for the original check amount plus the maximum allowable service fee.
   25.8.2 Payment by check constitutes authorization of these transactions.
   25.8.3 You may revoke your authorization by calling 1-800-666-5222, ext. 2 to arrange payment for any outstanding checks and service fees due.
25.9 Cash and money orders in the exact balance due are accepted in person. Do not mail.
SECTION 26: CANCELLATIONS & REFUNDS

26.1 The Client may elect to cancel for any reason. All cancellations/changes must be in writing via email:

- 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.

SECTION 27: RENTAL INFORMATION & PRICING


SECTION 28: MNCPPC RULES

28.1 The Client is responsible to ensure that all guests and vendors are aware of MNCPPC rules.
28.2 Balloons of all kinds are strictly prohibited.
28.3 Glitter and Confetti of all kinds are strictly prohibited.

SECTION 29: AMERICANS WITH DISABILITIES ACT (ADA) ACCOMMODATIONS

29.1 The Visitor Center and surrounding areas are ADA accessible.
29.2 All of our Garden Sites, except the Japanese Tea House are ADA accessible.
29.3 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

SECTION 30: PUBLIC SAFETY

30.1 Driveways, corridors and emergency exits must be accessible at all times.
30.2 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.

SECTION 31: DISPERSING INFORMATION

31.1 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.

SECTION 32: INDEMNIFICATION

32.1 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.