

Rental Policy

THE NATIONAL SCULPTORS' GUILD GARDEN AT COLUMBINE GALLERY

USE AREAS

The National Sculptors' Guild and Columbine Gallery owned by J. K. Designs Inc. hereinafter called The Garden and The Gallery, provide spaces for events such as weddings, receptions, award ceremonies, reunions, charitable events, and meetings. Availability of space is limited and determined by The Garden's and Gallery's program schedule. The grounds and building are only available after hours (4:00pm to 10:00 pm Monday through Friday; 4:00 pm to 11:00 pm on Saturday; and 11:00 am to 10:00 pm on Sundays), unless special arrangements have been made and noted in contract. Please email or call for additional information,

The National Sculptors' Guild Garden at Columbine Gallery

2683 North Taft Avenue
Loveland, CO 80538
970.667.2015
www.jk-designs-inc.com
sales@columbinensg.com

The Garden and Gallery reserve the right to refuse rental space for any events deemed inappropriate to their mission or detrimental to the facility.

The Garden and Gallery reserve the right to refuse rental space for any event if scheduling conflicts with a previously scheduled Garden or Gallery event, program, or exhibit.

The Garden and Gallery reserve the right to refuse rental space for an event that is deemed similar in scope or nature to an existing Garden and Gallery events program, or exhibit.

In the event of a reservation where inclement weather occurs, The Garden and Gallery will not be responsible for providing alternative space.

The Garden and Gallery reserve the right to increase fees based on market increases. This Rental Policy will be updated to include increases as needed.

Any activity open to the public* involving alcohol requires a special events license issued by the City of Loveland, 500 E Third, Loveland, CO 80537, 970.962.2000. This license must be obtained by the Applicant 90 days in advance. Use of a TIPS trained bartender must be used. *Does not pertain to Invitation-Only events. See "FOOD, BEVERAGE and CLEAN UP POLICY" for details.



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THE GARDEN and GALLERY PROVISIONS

1. Outdoor spaces will be available for private use after regular business hours: Monday-Friday, 4:00 PM to 10:00 PM; Saturday, 4:00 PM to 11:00 PM; Sunday, 11:00 AM to 10:00 PM from May 27th through September 30th, unless special arrangements have been made. Event setup may occur during business hours beginning one hour prior to closing. Event clean-up must be completed by 11:00 PM. Tents or other large-scale equipment left overnight must be picked up by 9 AM the next business morning. All food and drink items must be removed from The Garden and The Gallery that evening.
2. The Garden will provide use of restrooms in the Gallery. Gallery Exhibit is accessible during the event, however; administrative and storage areas will remain closed during the event for security purposes. Access to the Garden and restrooms will be available through the main entrance.
3. A staff member will remain on the premises during the event. Please refer to this staff member with questions or concerns during the event.
4. Set-up and take down of any rented items (tents, tables and chairs) is the responsibility of the Applicant. In addition, clean up is the responsibility of the Applicant. No items may be attached to buildings or structures. No items (i.e. tent stakes, torches, etc.) may be placed in the ground without permission from The Garden's Director to avoid damaging the sprinkler system.
5. Applicant will designate a Coordinator to supervise set up, clean up, and the event. This person should be introduced to the staff member on premises before the event begins and should remain available to answer questions, assist in handling difficult situations that may arise, and have the authority to make decisions as needed.
6. Parking is available in our parking lot as well as along Abarr Drive north of the facility. The Garden and Gallery will not be responsible for ticketed or towed vehicles.
7. The Garden and Gallery's phones/computers/equipment are not available for personal use.
8. Prior to the event, Applicant will receive a printed copy of the event contract detailing the services provided. Please read the event contract carefully and make any necessary additions or corrections, sign and return one copy to The Garden and The Gallery. This event sheet serves as the contract for services provided. The outdoor space will not be reserved without a signed contract and deposit.

FOOD, BEVERAGE AND CLEAN UP POLICY

The Gallery Kitchenette may be used when renting The Garden. Food may be served but not sold from this kitchenette. There is no stove or oven present. Special cleaning guidelines have been created and must be followed to ensure return of damage deposit. Clean up responsibility for any event lies with the Applicant and/or their catering vendor.

1. Food and beverages must be provided by the Applicant. All food and beverages will be restricted to the space that is rented.



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2. All table linens, dishware, cups/glasses, silverware and utensils must be provided by the Applicant.
3. Alcohol cannot be sold to any person at The Garden. Applicant may purchase and bring alcoholic beverages into The Garden to serve only to invited guests over the age of 21 at private events.
4. Any activity **open to the public** involving alcohol requires a special events license issued by the City of Loveland. This license must be obtained by the Applicant 90 days in advance. Alcohol cannot be sold to any person at The Garden. If alcohol is to be served at a public event, a TIPS trained bartender must be used, and that bartender is the only person who can serve alcohol during that event. <http://www.tipsalcohol.com/> Documentation of TIPS training must be submitted prior to the event. Guests may **not** otherwise possess or consume alcohol on Garden's and The Gallery's property. If Facility staff observes anyone consuming alcohol or illegal substances at an event in violation of City of Loveland policies, City of Loveland ordinances or State law, the Garden and Gallery will shut down the event and no refunds will be given.
5. The Gallery and the Garden area drug-free zone. **Recreational drug use (including marijuana) is NOT allowed on the premises during private or public events.**

Initial one:

_____ No, I/we will not serve alcohol at the scheduled event.

I understand that if I, or my guests, bring alcohol or recreational drugs to the event, the Garden or the Gallery may shut down the event and no refunds will be given.

_____ Yes, I/we will serve alcohol at the event.

I understand that if I, or my guests, bring recreational drugs to the event, the Garden or the Gallery may shut down the event and no refunds will be given.

If yes, initial one:

_____ the event is private (invitation-only).

_____ the event is open to the public and I will fulfill all requirements in item 4.

6. Applicant is responsible for all clean up after the event necessary to bring facility back to its original condition, Event clean-up must be completed by 11:00 PM. unless special arrangements have been made. Tents or other large-scale equipment left overnight must be picked up by 9 AM the next morning. Trash must be picked up and removed from The Garden. All food and drink items must be removed from The Garden and The Gallery the evening of the event. Failure to complete cleanup will result in the forfeiture of the damage deposit.

SAFETY AND LIABILITY

1. The Applicant acknowledges that natural and man-made water features located on or adjacent to the grounds of The Garden may pose certain risks and dangers, and agrees as a condition of this rental to take necessary precautions to avoid injury to Applicant, its invitees or others using The Gardens and The Gallery pursuant to this Rental Contract,



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2. The Applicant acknowledges that there are risks inherent in the activities that will be undertaken pursuant to this rental that may result in bodily injury or property damage to participants or others. The Garden and The Gallery do not assume any responsibility for lost or stolen articles, damage to the facility, the Applicant's property, or injury to persons using The Garden and The Gallery facilities, and Applicant hereby waives any claims against The Garden and The Gallery related to any such damage or injury. The Applicant will indemnify and hold harmless The Garden and The Gallery, its officers, employees, agents, contractors and volunteers against all claims, causes of action, damages, liability, loss or costs, including reasonable attorney's fees, of every kind and nature, directly or proximately resulting from or caused by any act or omission of the Applicant or any of its officers, agents, employees, representative, assigns, guests, patrons or invitees or by their use of occupation of The Garden and The Gallery, including without limitation any loss or damage to property delivered to the facility prior to, during or subsequent to the use of the facility by the Applicant.

GENERAL RESTRICTIONS

1. Maximum number of guests cannot exceed 150.
2. Administrative and storage areas will remain closed during the event for security purposes. Any unauthorized personnel in these areas will result in removal from premises and possible shut down of the event and no refunds will be given.
3. The Garden has a minimum number of tables or chairs available (two round metal tables and 10 metal chairs). Large tents from rental companies are allowed, but sprinkler heads must be identified prior to installation.
4. Fires of any kind (including gas and/or charcoal grills) are not permitted on The Garden grounds except in the designated grill area with advanced approval from the Director.
5. Animals, with the exception of service animals, are not permitted at The Garden.
6. Smoking and recreational drug-use is prohibited in and around The Garden and The Gallery.
7. Children must be supervised at all times. It is the responsibility of the Applicant to inform guests of this policy. Please note that swimming or wading in the ponds or fountains is not allowed.
8. Neither Applicant, nor their guests, may pick, prune, or harvest items from the grounds at The Garden. Special care shall be taken to stay on paths and grass areas to avoid damaging garden beds.
9. Respect shall be shown to the artwork; Applicant and guests are not allowed to handle, hang on or climb the artwork or their bases.
10. Applicant is not permitted to nail, staple or tape any items to features in The Garden or The Gallery.



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11. Photography is permitted for personal use only. Any photography that may be used publicly or commercially must be approved in advance by The Gardens and The Gallery's Director and will require identification of The Gallery, plus artist's names and copyright notice for any artwork shown.

12. Rice, birdseed, confetti, artificial flowers, and canned string are not permitted in our gardens. Flower petals (real) and soap bubbles may be used with prior approval from the Director.

13. The Garden and The Gallery will not be responsible for any lost or damaged items. This includes items left before or after the event.

14. The Applicant agrees to run the event in a timely manner. Should the event run overtime, Applicant agrees to pay any overtime costs as defined in the rental contract.

15. The City of Loveland Noise Ordinance applies to all events in the Garden. Please call the City of Loveland Police Services at 970.667.2151. The Garden and The Gallery reserve the right to eject or cause to be ejected from the premises any person or persons who violate any applicable law, rule or regulation or who interfere with others' use of The Garden and The Gallery property, and neither the The Garden and The Gallery nor any of its officers, agents or employees shall be liable to the Applicant for any loss or damages that may be sustained by Applicant through the The Garden's or The Gallery's exercise of such right.

16. No bikes, skateboards, or skates are allowed in The Garden.



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RATE SCHEDULE

Classification A Non-profit organizations with 501c3 status or government.

Reservation Fee \$50 (nonrefundable) Due upon application

Damage Deposit \$200 (refundable if no damage is incurred) Due three-weeks prior

\$150 per hour; \$300 minimum charge Due with Damage Deposit

Overtime fee: single hour rate pro-rated for time over schedule. Paid immediately before departure.

Classification B General groups that do not meet Classification A (weddings, receptions, birth-days, commercial or private meetings)

Reservation Fee \$50 (nonrefundable) Due upon application

Damage Deposit \$200 (refundable if no damage is incurred) Due three-weeks prior

\$250 per hour; \$500 minimum charge Due with Damage Deposit

Overtime fee: single hour rate pro-rated for time over schedule. Paid immediately before departure.

Checks should be made payable to: **JK Designs, Inc.** 2683 N Taft Ave, Loveland, CO 80538

The Reservation Fee is due with the application and is not refundable.

Hourly Charge and Damage Deposit will be invoiced and is due three-weeks prior to the event.

The Garden and The Gallery may use the damage deposit to pay for any damages to The Garden and The Gallery property, beyond ordinary wear and tear, caused by the Applicant or Applicant's guests. This includes any missing or damaged equipment. Determination of the amount of damage is in The Garden's and The Gallery's sole jurisdiction. The Garden and The Gallery may also use the damage deposit to cover additional costs incurred by the Applicant during the event. The Garden will return the remaining portion of the damage deposit within two-weeks of the event. If Applicant's additional costs exceed the amount of the damage deposit, The Garden and The Gallery will bill the Applicant for the additional amounts, and payment is due within 30-days of the date of the bill.

Cancellation notice of 7 days is required for full refund of applicable charges.

Cancellation within 72 hours of the event will result in full charges assessed.



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THE NATIONAL SCULPTORS' GUILD GARDEN AT COLUMBINE GALLERY
Space Rented: OUTDOOR GARDEN RENTAL

Type of Event:

Date of event: ____/____/____ Event Start Time: _____ Event End Time: _____

Set up will begin at: _____ Clean up will be completed by _____ (clean up must be completed within one hour following the event) (Charges start from set-up time through end of clean-up time)

Name of Applicant: (group/individual) _____

Address: _____

Email: _____

Event Coordinator's Name: _____

Day Phone _____ Evening _____

Person responsible for payment: _____

Day Phone _____ Evening _____

Billing Address: _____

Expected Attendance: _____ Adults _____ Youth _____

Will food/beverages be served? Yes No

If yes, what will be served? _____

Please specify type of event: Public Private (invitation-only)

Will you be serving alcohol? Yes No

If serving alcohol during a **PUBLIC** event please attach TIPS training certification.

<http://www.tipsalcohol.com/>

Any activity open to the **PUBLIC** involving alcohol requires a special events license issued by the City of Loveland, 500 E Third, Loveland, CO 80537, 970.962.2000. This license must be obtained by the Applicant 90 days in advance. Cont'd on next page



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Non-refundable Reservation Fee: \$50 due with signed application

Received on ____/____/____ by _____

Check # _____ Cash _____ CC [add 3% fee] _____ exp: _____ cid: _____

Rental Fee: _____ hours @ \$ _____ (see rate schedule) per hour = \$ _____

Received on ____/____/____ by _____

Check # _____ Cash _____ CC [add 3% fee] _____ exp: _____ cid: _____

Separate \$200.00 Damage Deposit:

Received on ____/____/____ by _____

Check # _____ Cash _____ CC [add 3% fee] _____ exp: _____ cid: _____

Total Due three weeks prior to event: Rental Fee: \$ _____ + Damage Deposit: \$200 = \$ _____

This Rental Contract is entered into between the Applicant and J.K. Designs, Inc (“The Garden and The Gallery”) and will be effective when signed by the The Garden and The Gallery. Applicant acknowledges that the attached Special Events Policy is part of this Rental Contract. The Garden and The Gallery agree to provide the facilities described above. Applicant agrees to pay the charges listed above, as well as any other fees or costs incurred by The Garden and The Gallery as a result of Applicant’s use of The Garden and The Gallery. If the Applicant is a corporation or other entity, the person signing on behalf of Applicant affirmatively states that he or she has authority to bind the Applicant to this Contract.

Applicant's signature Date

The Garden's Director Date

Office Use: Date entered on calendar ____/____/20____, by _____.

Phone _____ Email _____

Version 1-15



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