

SANTA YNEZ VALLEY



BOTANIC GARDEN

SANTA YNEZ VALLEY BOTANIC GARDEN

Located At River View Park, 151 Sycamore Drive

PO Box 1623, Buellton, California 93427

Phone: (805) 245-5603 Email: contact@syvbotanicgarden.org

BOTANIC GARDEN USAGE AGREEMENT

Name of Group: _____

Group's Representative: _____ Title: _____

Group's Mailing Address: _____

Email Address: _____

Description of the Event:

Date and time use of the Botanic Garden is requested _____
(Group does not have the Botanic Garden reserved until it provides proof of insurance and receives written confirmation from the Santa Ynez Valley Botanic Garden Foundation)

Number of Participants: _____ Age Range of Participants: _____

If Group includes children under the age of eighteen, at least one adult supervisor is required for every ten children at all times.

Group agrees to not remove or disturb any plants, buildings, structures, benches or landscaping at the Botanic Garden, to clean all areas used by Group and pack-out all trash, food, decorations, pet waste, equipment and any materials used during the event. [No alcoholic beverages may be consumed at the Botanic Garden and fireworks, amplified music and public address systems are not permitted.]

Proof of Insurance must be provided with this application.

The Group will provide to the Foundation a certificate of liability insurance with general liability limits not less than \$1,000,000 per person / \$2,000,000 per occurrence, naming the Santa Ynez Valley Botanic Garden Foundation as an Additional Insured.

Certificate Information is:

Additional Insured: The Santa Ynez Valley Botanic Garden Foundation, 151 Sycamore Drive, Buellton, CA 93427

Mailing Address: P.O. Box 1623, Buellton, CA 93427

RELEASE, HOLD HARMLESS AND INDEMNIFICATION: In consideration of the Group's use of the Botanic Garden and other good and valuable consideration, neither the City of Buellton, Foundation nor any of their employees, agents, directors or members ("Indemnified Parties") shall be liable for any damage, loss or injury to any Group participant or their property nor to any other person(s), or any property occurring at or in connection with the Event, the Botanic Garden, Riverview Park or any part thereof, unless such damage, loss or injury is the direct result of the gross negligence or willful misconduct of the Indemnified Parties. Group hereby releases and agrees to defend, hold harmless and indemnify Indemnified Parties from any and all claims for injury, damages, loss or other liability unless directly caused by the gross negligence or willful misconduct of the Indemnified Parties. Group further agrees to reimburse the Santa Ynez Valley Botanic Garden Foundation for any damage caused by its guests or for clean-up required as a result of its use of the Botanic Garden.

The undersigned represents and warrants that he/she is authorized to enter this agreement on behalf of Group as an officer or other authorized agent of Group.

"Group"

By: _____

Title: _____

Date: _____